



London Breed  
Mayor

Carol Isen  
Human Resources Director

Date: May 21, 2021

To: The Honorable Civil Service Commission

Through: Carol Isen  
Human Resources Director

From: William Lee, DEM  
Alexander Burns, DPW  
Genie Wong, POL  
Shawndrea Hale/ Daniel Kwon, PUC  
Jacquie Hale, DPH  
Amy Nuque, MTA  
Jenny Collins, ECN  
Cynthia Avakian, AIR

Subject: **Personal Services Contracts Approval Request**

This report contains fourteen (14) 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 20/21 to date:

Total of this Report	YTD Expedited Approvals FY2020-2021	Total for FY2020-2021
\$28,420,280	\$183,521,816	\$1,770,485,166

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Jenny Collins  
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San Francisco, CA 94103  
(415) 701-4842

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

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

[Home >](#)

## POSTING FOR

June 07, 2021

### PROPOSED PERSONAL SERVICES CONTRACTS – REGULAR

#### Commission Hearing Date

APPLY

2021-06-07

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			The contractor will, under the direction of the UASI General Manager, provide region-wide leadership and administration of all San Francisco Bay Area Securing The Cities (STC) initiatives in federal homeland security grants awarded to the Bay Area Region, in direct support of the homeland security strategies. The contractor will collaborate with SFBA STC stakeholders, state and federal partners, to provide leadership to executive advisory or working groups,			



49715 - 20/21	DEPARTMENT OF EMERGENCY MANAGEMENT	\$600,000.00	<p>established by the Bay Area UASI General Manager. The vendor will assist with regional coordination, monitoring, and oversight management of grant funded projects to ensure regional support. The contractor will direct the allocation of the SFBA STC Program resources to achieve timely outcomes and measurable goals within budget, adjust plans and programs to meet emerging or new initiatives, while continuing to address major program priorities. The contractor will also implement homeland security/Chemical Biological Radiological Nuclear Explosive (CBRNE) -Preventive Radiological Nuclear Detection (PRND) policies established by the UASI Approval Authority and STC Principal Partners committee, and provide guidance to the UASI Approval Authority and STC Principal Partners committee with establishing methodologies, policies, and</p>	June 1, 2021	May 31, 2025	REGULAR
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procedures for allocating federal grant funds supporting the SFBA STC Program.

ProQA is a software created and tested by the Priority Medical Dispatch/International Academy of Emergency Dispatch. It is actually two software protocols we use (Fire and EMS) and it is scripted so call takers can process (evaluate) all calls consistently. The software guides the call takers to ask a series of questions to get a description of the situation and a level of urgency. With each code programed into ProQA, our Medical Director and Fire Department assigns what equipment shall be dispatched and determines the respond time expected for help to arrive. It is based on local policy related to needs and availability.

This PSC is relating to the maintenance, training and accreditation of this proprietary software

As part of the

49836 - 20/21 DEPARTMENT OF EMERGENCY MANAGEMENT \$512,000.00

July 1, 2021

June 30, 2026

REGULAR

<p>31957 - 20/21</p>	<p>GENERAL SERVICES AGENCY - PUBLIC WORKS</p>	<p>\$175,000.00</p>	<p>legislation to develop a City-wide Office of Racial Equity, each department must develop a racial equity action plan by Dec. 2020. SF Public Works submitted its Action Plan, and now must work on setting priorities, developing benchmarks, racial-equity tools, timelines, leadership and accountability systems as well as implementation methods. As we do not have internal expertise to complete this project, we need to hire a racial equity consultant who is experienced in municipal government organizational change. The consultant will work with a team of staff to:</p> <ul style="list-style-type: none"> <li>• Assess the Action Plan and organizational practices with regards to racial equity, including how the Action Plan complements and builds on other department-wide initiatives, like strategic planning;</li> <li>• Facilitate team conversations on anti-racism and</li> </ul>	<p>May 1, 2021</p>	<p>April 30, 2024</p>	<p>REGULAR</p>
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			organizational change; and,			
			• Support implementation the Action Plan and stay accountable to its goals.			
			Provide independent professional consulting services for Green/Leadership in Energy and Environmental Design or "LEED" (Leadership in Energy and Environmental Design) certification of building projects, and post construction building monitoring, engineering, commissioning and performance optimization for City projects on an "As Needed" basis. The services will focus on the following main areas: Green/LEED Building Consulting, Operational Monitoring and Retro-Commissioning, Building Energy Engineering and Design and Commissioning of New Buildings.			
41338 - 20/21	GENERAL SERVICES AGENCY - PUBLIC WORKS	\$8,000,000.00		April 15, 2021	December 31, 2027	REGULAR
44312 - 20/21	POLICE	\$160,000.00	Service engineers, trained and authorized to work on Applied Biosystems products, will provide maintenance service	July 1, 2021	June 30,	REGULAR

48752 - 20/21	PUBLIC UTILITIES COMMISSION	\$413,280.00	and proprietary parts on the SFPD Crime Lab's Applied Biosystems DNA Analysis instruments.	2025	January 1, 2022	December 31, 2029	REGULAR
			The work consists of monthly inspections and maintenance to ensure the integrity and operation of the Tractel unit so building engineers and vendors may provide emergency services, maintenance, and window washing services to the SFPUC headquarters building. These services include training sessions for all persons who may utilize the Tractel unit.				
			PSC 46104 - 19/20 was approved by the Civil Service Commission on August 5, 2019 for the scope of work in this request. PSC 46104 - 19/20 will expire on May 18, 2021, before the expected execution of SFPUC Contract PRO- 0168. This request will allow the SFPUC to complete the execution of Contract PRO.0168.				
			Consultants will perform highly specialized				

49884 - 20/21	PUBLIC UTILITIES COMMISSION	\$14,000,000.00	<p>engineering tasks that include conducting geotechnical field explorations, investigations, and laboratory testing; hydraulic modeling, corrosion testing and evaluation, condition inspection and assessment of existing transmission pipelines, seismic vulnerabilities of transmission pipelines crossing earthquake faults, site surveying in remote locations, hydraulic bypass and energy dissipation design for powerhouses, preparing reports for new and existing transmission pipelines; The SFPUC intends to award two (2) contracts, each not to exceed \$7,000,000.</p> <p>The vendor will provide as-needed and intermittent telecom / IT services for all voice, voicemail, and facsimile (fax) communications through two telephone switch systems physically located at Zuckerberg San Francisco General Hospital. This includes</p>	July 1, 2021	June 30, 2029	REGULAR
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44969 - 20/21	PUBLIC HEALTH	\$750,000.00	<p>the Legacy Avaya S8710 system and new Cisco Unified Communications Manager (CUCM), addressing the telephone communications needs of over 6,000 users in an 13-node Distributed Communication System (DCS) environment, as well as being part of the City's Electronic Tandem Network (ETN).</p>	October 1, 2021	September 30, 2026	REGULAR
40879 - 20/21	<p>MUNICIPAL TRANSPORTATION AGENCY</p>	\$1,500,000.00	<p>Contractor(s) will coordinate school-based activities and broad engagement at 42 noncharter K-12 public schools and an additional 33 deep dive schools in San Francisco Unified School District (SFUSD) (75 schools total). Given that next school year may be a combination of distance learning and in-person education, San Francisco Safe Routes to School (SF-SRTS) proposes to scale some of the tactics that worked for remote instruction under the One Bay Area Grant (OBAG) to 75 K-12th grade noncharter SFUSD</p>	September 1, 2021	October 30, 2027	REGULAR

public schools and  
continue to offer  
quality in-person  
programming that  
adheres to the city's  
most current health  
protocols.

**TOTAL AMOUNT \$26,110,280**

CSV

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## Posting For June 07, 2021

### Proposed Modifications to Personal Services Contracts

**Commission Hearing Date**

[APPLY](#)

2021-06-07

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
36452 - 19/20 - MODIFICATIONS	June 7, 2021	ECONOMIC AND WORKFORCE DEVELOPMENT -- ECN	\$0	\$200,000	The Office of Economic and Workforce Development (OEWD) received a training cost reimbursement grant from the California Employment Training Panel (ETP). In order for OEWD to be reimbursed for these costs, training information and data must be reported on a monthly basis to the ETP. A contract was secured to submit this data on behalf of OEWD through ETP's online system in prior years and successfully secured reimbursement for the Department. This service is essential to	07/01/2022	06/30/2023	REGULAR

ensure that  
OEWD can  
continue to  
receive  
reimbursement  
for the training  
services.

Professional  
engineering  
design,  
engineering  
construction  
support  
services, and  
geotechnical  
services for the  
coastal erosion  
management  
and engineering  
assessment of  
the Lake  
Merced

Transport  
Tunnel (LMT)  
along South  
Ocean Beach as  
it runs from  
Sloat Boulevard  
to the

Oceanside  
Water Pollution  
Control Plant.  
The project  
scope of work  
includes review  
of existing  
project  
engineering  
documents,  
engineering  
analysis of the  
current and  
potential  
coastal erosion,  
development of  
a long-term  
coastal  
protection  
measures and a  
management  
strategy using a  
multi-objective

46784 - 16/17 - June 7, 2021  
MODIFICATIONS

UTILITIES  
PUBLIC  
COMMISSION-  
PUC

\$2,000,000 \$5,750,000

09/01/2022 07/30/2027 REGULAR

approach that both protects critical wastewater infrastructure and promotes environmental stewardship, development of the project conceptual engineering report, development of engineering construction bid documents including a geotechnical data report, geotechnical interpretive report, and engineering administration review of construction documents. The project is currently in the early alternatives analysis phase of planning, investigating a variety of alternatives that can address the ongoing erosion problem and provide added structural integrity for the LMT.

Smartphone Video Directly Observed Therapy (VDOT) technology will allow Tuberculosis

41538 - 16/17 -  
MODIFICATIONS

June 7, 2021

PUBLIC  
HEALTH --  
DPH

\$110,000

\$210,000

(TB) patients to use a smartphone to securely record themselves taking medication, attest to their state of health at the time they take their medications, and upload the video to a secure server. Department of Public Health (DPH) TB clinic staff will be able to view the videos securely and document medication ingestion that is tracked in a secure database. Initially, the DPH TB Clinic will be in charge of provisioning and maintaining smartphones needed for this project. At later stages, the goal is to have the application available for download. DPH TB Clinic staff will be in charge of selecting, training, monitoring and setting up patients to participate in the program.

01/01/2022 12/31/2026 REGULAR

The Airport has

4021-12/13 - MODIFICATIONS	June 7, 2021	AIRPORT COMMISSION -- AIR	\$200,000	\$2,150,000	<p>determined that it is necessary to acquire an enterprise-wide system where contract information is effectively maintained in one repository for timely consumption, decision making and reporting; thereby, streamlining communications and productivity throughout the contract management life cycle. [See attachment for the rest of Question 1A.]</p> <p>The selected contractor(s) will develop and provide marketing, branding, internal and external communication plans, and media development services for the Department of Public Health. These services are essential for the Department to introduce, deliver services, and new initiatives to both internal and external audiences.</p>	06/30/2023	12/31/2026	REGULAR
40855 - 15/16 - MODIFICATIONS	June 7, 2021	PUBLIC HEALTH -- DPH	\$0	\$1,000,000	<p>The selected contractor(s) will develop and provide marketing, branding, internal and external communication plans, and media development services for the Department of Public Health. These services are essential for the Department to introduce, deliver services, and new initiatives to both internal and external audiences.</p>	09/01/2020	09/30/2021	ADMINISTRATIVE APPROVAL

**Scope**

**Change:**

Modification 1 adds to the scope of work as follows: Contractor(s) will develop a mass campaign concept, creating the visual identity for campaign, providing consultative services on the City's mass communication efforts, developing social media campaign, and developing community outreach tool kits.

**TOTAL AMOUNT \$2,310,000**

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

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: DEPARTMENT OF EMERGENCY MANAGEMENT -- ECD

Dept. Code: ECD

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

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

Type of Service: Securing the Cities Grant Project Consultant

Funding Source: Federal Securing the Cities Grant Program

PSC Amount: \$600,000

PSC Est. Start Date: 06/01/2021

PSC Est. End Date 05/31/2025

**1. Description of Work**

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

The contractor will, under the direction of the UASI General Manager, provide region-wide leadership and administration of all San Francisco Bay Area Securing The Cities (STC) initiatives in federal homeland security grants awarded to the Bay Area Region, in direct support of the homeland security strategies. The contractor will collaborate with SFBA STC stakeholders, state and federal partners, to provide leadership to executive advisory or working groups, established by the Bay Area UASI General Manager. The vendor will assist with regional coordination, monitoring, and oversight management of grant funded projects to ensure regional support. The contractor will direct the allocation of the SFBA STC Program resources to achieve timely outcomes and measurable goals within budget, adjust plans and programs to meet emerging or new initiatives, while continuing to address major program priorities. The contractor will also implement homeland security/Chemical Biological Radiological Nuclear Explosive (CBRNE) -Preventive Radiological Nuclear Detection (PRND) policies established by the UASI Approval Authority and STC Principal Partners committee, and provide guidance to the UASI Approval Authority and STC Principal Partners committee with establishing methodologies, policies, and procedures for allocating federal grant funds supporting the SFBA STC Program.

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

In addition to the 12 counties of the Bay Area, the area of implementation in the Northern California STC region is defined as all California counties from the Oregon border on the north to Monterey, Kings, Tulare, and Inyo Counties on the south, from the Pacific Ocean on the west to the Nevada border on the east. It also included Washoe County in Nevada (collectively, the "partner jurisdictions"). Denial of this request will hinder the Northern California STC Region's ability to develop future funding requests and secure increased funding for the entire region. Denial of the service in turn can jeopardize the Northern California STC Region's ability to prevent, protect against, respond to and recover from acts of terrorism and other man-made or natural catastrophes in the Region.

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.

N/A. This is a new program under a new grant.

D. Will the contract(s) be renewed?

Based on need, performance, and funding availability.

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. PSC less than 5 years.

**2. Reason(s) for the Request**

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

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:

The contract will be funded by a federal grant from the Department of Homeland Security.

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



A. Specify required skills and/or expertise: This service requires extensive knowledge and expertise in regional CBRNE-PRND detection, response and decontamination capabilities throughout the entire Bay Area Region. The contractor must have experience in how to prevent, respond to, and recover from acts of terrorism or man-made/natural disasters at the regional level. The contractor must have a thorough understanding of how the unique characteristics of each member county impacts, not only the county, but the entire Bay Area Region during a disaster.

B. Which, if any, civil service class(es) normally perform(s) this work? 0932, Manager IV;

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?**

Existing staff does not have time or expertise to conduct a regionwide project of this magnitude.

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

A. Explain why civil service classes are not applicable.

The regional, state, and national interaction required to perform this service would make it impractical for a San Francisco Civil Service employee to perform this work for and on behalf of the state and other counties.

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, as stated above, the regional, state, and national interaction required to perform this service would make it impractical for a San Francisco Civil Service employee to perform this work for and on behalf of the state and other counties.

**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 contract? If so, please explain what that will entail; if not, explain why not.  
Yes. Contractor may train regional public safety personnel and emergency operation center (EOC) staff throughout the entire STC Region. Trainings may take place in classrooms or during large-scale exercise events. Estimate 100 hours of training under this project.

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. Union Notification:** On 04/08/2021, the Department notified the following employee organizations of this PSC/RFP request:  
Municipal Executive Association

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

Name: William Lee Phone: 415-558-3866 Email: william.lee@sfgov.org

Address: 1011 Turk Street San Francisco, CA, 94102

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 49715 - 20/21

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/07/2021

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

## Saito, Yoshimi (DEM)

---

**From:** dhr-psccordinator@sfgov.org on behalf of william.lee@sfgov.org  
**Sent:** Thursday, April 8, 2021 9:12 AM  
**To:** Lee, William (DEM); Laxamana, Junko (BOS); Criss@sfmea.com; camaguey@sfmea.com (contact); Christina@sfmea.com; staff@sfmea.com; Saito, Yoshimi (DEM); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 49715 - 20/21

RECEIPT for Union Notification for PSC 49715 - 20/21 more than \$100k

The DEPARTMENT OF EMERGENCY MANAGEMENT -- ECD has submitted a request for a Personal Services Contract (PSC) 49715 - 20/21 for \$600,000 for Initial Request services for the period 01/01/2021 – 12/31/2024. 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:

<https://gcc02.safelinks.protection.outlook.com/?url=http%3A%2F%2Fapps.sfgov.org%2Fdhrdrupal%2Fnode%2F16308&data=04%7C01%7Cyoshimi.saito%40sfgov.org%7Cc6246f77b7b14a42932408d8faa9d953%7C22d5c2cfce3e443d9a7fdfcc0231f73f%7C0%7C0%7C637534955007063168%7CUnknown%7CTWFpbGZsb3d8eyJWlloiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6Iik1haWwiLCJXVCi6Mn0%3D%7C1000&reserved=0> 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

## Choi, Suzanne (HRD)

---

**From:** Saito, Yoshimi (DEM)  
**Sent:** Monday, April 19, 2021 1:13 PM  
**To:** Laxamana, Junko (BOS); Criss@sfmea.com; camaguey@sfmea.com (contact); Christina@sfmea.com; staff@sfmea.com; DHR-PSCCoordinator, DHR (HRD)  
**Cc:** Lee, William (DEM); Levarado, Tristan (DEM); Kaplan, Scott (DEM)  
**Subject:** RE: Receipt of Notice for new PCS over \$100K PSC # 49715 - 20/21  
**Attachments:** 49715 - 20\_21\_rev term 6.1.21-5.31.25.pdf

Hello -

This is to inform that the term of PSC 49715-20/21 has been revised. This PSC was submitted to you on 4/8/21. Please see the attached revised version as well as the link below. Thank you.

<http://apps.sfgov.org/dhrDrupal/node/16308>

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

**From:** Saito, Yoshimi (DEM)  
**Sent:** Monday, April 12, 2021 3:09 PM  
**To:** Laxamana, Junko (BOS) <junko.laxamana@sfgov.org>; Criss@sfmea.com; camaguey@sfmea.com (contact) <camaguey@sfmea.com>; Christina@sfmea.com; staff@sfmea.com; DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>  
**Cc:** Lee, William (DEM) <william.lee@sfgov.org>; Levarado, Tristan (DEM) <tristan.levarado@sfgov.org>; Kaplan, Scott (DEM) <scott.kaplan@sfgov.org>  
**Subject:** RE: Receipt of Notice for new PCS over \$100K PSC # 49715 - 20/21

Hello -

This is to inform that we made a change on starting date of the PSC 49715-20/21, which was submitted to you on 4/8/21. Please see below link to the PSC database. Thank you.

<https://gcc02.safelinks.protection.outlook.com/?url=http%3A%2F%2Fapps.sfgov.org%2FdhrDrupal%2Fnode%2F16308&data=04%7C01%7Cyoshimi.saito%40sfgov.org%7C4076e0f9fc824288d28f08d8fdfe78f2%7C22d5c2cfce3e443d9a7fdfcc0231f73f%7C0%7C0%7C637538616676888618%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6Ikl1haWwWlCjXVCI6Mn0%3D%7C1000&data=dHyQMsdpGbhVmf%2FdY8OYMfOe1F5GFXV6vyCSxm tQIQ%3D&reserved=0>

Yoshimi Saito  
CCSF-DEM, Bay Area UASI  
Remote Work, M-F 7am-3:30pm

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

**From:** dhr-psccordinator@sfgov.org <dhr-psccordinator@sfgov.org> On Behalf Of william.lee@sfgov.org  
**Sent:** Thursday, April 8, 2021 9:12 AM  
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<https://gcc02.safelinks.protection.outlook.com/?url=http%3A%2F%2Fapps.sfgov.org%2Fdhrdrupal%2Fnode%2F16308&data=04%7C01%7Cyoshimi.saito%40sfgov.org%7Cc6246f77b7b14a42932408d8faa9d953%7C22d5c2cfce3e443d9a7dfcc0231f73f%7C0%7C0%7C637534955007063168%7CUnknown%7CTWFpbGZsb3d8eyJWljoIMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6Ikk1haWwiLCJXVCi6Mn0%3D%7C1000&reserved=0> 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

## 49715 - 20/21

Posted April 7, 2021 - 09:36 by Yoshimi Saito

### Type of Approval and Title

**Type of Approval:** REGULAR**Omit Posting:** no**Auto Generated PSC:** 49715 - 20/21**I need to recreate and existing PSC:** no

### PSC Part 1

**Notes from PSC Administrator:****Withdraw PSC:** Not withdrawn**Postpone PSC:** Not Postponed**PSC Coordinator initiated status (NOTE: Expedited PSC REQUIRE Union Notification):** Start union notification (see minimum requirements)**DHR Approval State:** Initial**Date:** April 12, 2021**Department Name:** DEPARTMENT OF EMERGENCY MANAGEMENT -- ECD**Dept Designation (FAMIS):** ECD**Dept Coordinator:** Lee.William**Type of Service:** Securing the Cities Grant Project Consultant**Category of Service:** Administrative**Type Of Request:** Initial Request**NOTE:** If this is a modification to an existing PSC, please [follow this link to find the original PSC request number](#). If you cannot find the original PSC, you must enter the original PSC into the system before you can submit a modification.**PSC Estimated Start Date:** June 1, 2021**PSC Estimated End Date:** May 31, 2025**Display duration?:** no**For all PSCs if the duration requested is 5 years or more, an explanation is required- historical PSC required:** N/A. PSC less than 5 years.**If the request is for 5 years or more, please upload explanation:****PSC Amount:** \$600000.00**Funding Source:** Federal Securing the Cities Grant Program**PSC Coordinator Address for PSC Form Line 1:** 1011 Turk Street**PSC Coordinator Address For PSC Form Line 2:** San Francisco, CA, 94102**Contract ID:**

### PSC Part 2

**Link to Additional Document or Link to Previous Database PSC:****Upload prior or similar approved PSC:****Concise Description of Proposed Work:**

The contractor will, under the direction of the UASI General Manager, provide region-wide leadership and administration of all San Francisco Bay Area Securing The Cities (STC) initiatives in federal homeland security grants awarded to the Bay Area Region, in direct support of the homeland security strategies. The contractor will collaborate with SFBA STC stakeholders, state and federal partners, to provide leadership to executive advisory or working groups, established by the Bay Area UASI General Manager. The vendor will assist with regional coordination, monitoring, and oversight management of grant funded projects to ensure regional support. The contractor will direct the allocation of the SFBA STC Program resources to achieve timely outcomes and measurable goals within budget, adjust plans and programs to meet emerging or new initiatives, while continuing to address major program priorities. The contractor will also implement homeland security/Chemical Biological Radiological Nuclear Explosive (CBRNE) -Preventive Radiological Nuclear Detection (PRND) policies established by the UASI Approval Authority and STC Principal Partners committee, and provide guidance to the UASI Approval Authority and STC Principal Partners committee with establishing methodologies, policies, and procedures for allocating federal grant funds supporting the SFBA STC Program.

**If RFP is available on the web, please enter link info:****OR Upload RFP:** [RFP UASI 20-03 Program Manager Services](#)**Explain why this service is necessary and the consequences of denial:** In addition to the 12 counties of the Bay Area, the area of implementation in the Northern California STC region is defined as all California counties from the Oregon border on the north to Monterey, Kings, Tulare, and Inyo Counties on the south, from the Pacific Ocean on the west to the Nevada border on the east. It also included Washoe County in Nevada (collectively, the "partner jurisdictions"). Denial of this request will hinder the Northern California STC Region's ability to develop future funding requests and secure increased funding for the entire region. Denial of the service in turn can jeopardize the Northern California STC Region's ability to prevent, protect against, respond to and recover from acts of terrorism and other man-made or natural catastrophes in the Region.

**Explain how this service has been provided in the past (if this service was previously approved by the Civil Service Commission):** N/A. This is a new program under a new grant.

**Will the contract(s) be renewed?:** Based on need, performance, and funding availability.

**Specify required skills and/or expertise:** This service requires extensive knowledge and expertise in regional CBRNE-PRND detection, response and decontamination capabilities throughout the entire Bay Area Region. The contractor must have experience in how to prevent, respond to, and recover from acts of terrorism or man-made/natural disasters at the regional level. The contractor must have a thorough understanding of how the unique characteristics of each member county impacts, not only the county, but the entire Bay Area Region during a disaster.

**Which, if any, civil service class normally performs this work?:** 0932

**What efforts has the department made to obtain these services through available resources within the City?:** Existing staff does not have time or expertise to conduct a regionwide project of this magnitude.

**Select Unions to Notify (use CTRL/click to select multiple unions):** Municipal Executive Association

**email union list:** staff@sfmea.com  
 Christina@sfmea.com  
 Camaguey@sfmea.com  
 Criss@SFMEA.com  
 junko.laxamana@sfgov.org

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

**Explain why civil services classes are not applicable:** The regional, state, and national interaction required to perform this service would make it impractical for a San Francisco Civil Service employee to perform this work for and on behalf of the state and other counties.

**Would it be practical to adopt a new civil service class to perform this work? Explain:** No, as stated above, the regional, state, and national interaction required to perform this service would make it impractical for a San Francisco Civil Service employee to perform this work for and on behalf of the state and other counties.

**Name and contact information for the project manager/lead of this proposed work:** Tristan Levarado; tristan.levarado@sfgov.org

**Will the contractor directly supervise City and County employees?:** no

**Will the contractor train employees? If so, please explain what that will entail; if not, explain why not.:** yes

**Describe Training including number of hours. Indicate occupational type of employees. If no training, please explain:** Contractor may train regional public safety personnel and emergency operation center (EOC) staff throughout the entire STC Region. Trainings may take place in classrooms or during large-scale exercise events. Estimate 100 hours of training under this project.

**Upload document on training:**

**Is there a plan to transition this work back to the City? Please explain why or why not - historical PSC please answer.:** No, because these services will be funded under a time limited grant from the Federal Department of Homeland Security.

**What support will the department provide to help build internal capacity to do this work? -historical PSC, please answer:** All documents, plans, curriculums, templates, toolkits, videos, etc. produced under this contract will become the property of the City. Existing employees will roll-out these items to the rest of the region, as needed.

**Are there legal mandates requiring the use of contractual services?:** no

**Are there federal or state grant requirements regarding the use of contractual services?:** no

**Has a board or commission determined that contracting is the most effective way to provide this service?:** no

**Will the proposed work be completed by a contractor that has a current personal services contract with your department:** no

**Any Additional Documents:**

### PSC Part 3

For historical PSCs, please answer the questions to the best of your ability.

**Reason for Request:** 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).

**You must explain the qualifying circumstances - please include all items checked in your explanation.:** The contract will be funded by a federal grant from the Department of Homeland Security.

**Is there a plan to transition this work back to the City? If so, please explain. If not, explain why not:** No. This service would make it impractical for a San Francisco Civil Service employee to perform this work for and on behalf of the state and other counties.

**Dept Coordinator Email:** william.lee@sfgov.org

**Other:** off

**Date Stamp Ready for DHR :**

**Date Stamp for Union Notification:** April 8, 2021

### Link to create PDF Forms

[Open PSC Form 1 to View Prior to Submitting](#)

[New Form 1](#)



PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: DEPARTMENT OF EMERGENCY MANAGEMENT -- ECD

Dept. Code: ECD

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

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

Type of Service: Training and Maintenance

Funding Source: General Funds

PSC Amount: \$512,000

PSC Est. Start Date: 07/01/2021

PSC Est. End Date 06/30/2026

**1. Description of Work**

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

ProQA is a software created and tested by the Priority Medical Dispatch/International Academy of Emergency Dispatch. It is actually two software protocols we use (Fire and EMS) and it is scripted so call takers can process (evaluate) all calls consistently. The software guides the call takers to ask a series of questions to get a description of the situation and a level of urgency. With each code programed into ProQA, our Medical Director and Fire Department assigns what equipment shall be dispatched and determines the respond time expected for help to arrive. It is based on local policy related to needs and availability.

This PSC is relating to the maintenance, training and accreditation of this proprietary software

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

This software is critical to response to Medical 911 calls. It enables the Dispatcher to ask a series of questions based on local policy needs and availability. If this PSC was denied then San Francisco 911 would not be able to respond to medical calls consistently and provide equitable service.

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.

N/A

D. Will the contract(s) be renewed?

Yes - this contract is for 5 years with the option to extend twice for 5 years each

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.

ProQA is a software created and tested by the Priority Medical Dispatch/International Academy of Emergency Dispatch. It is actually two software protocols we use (Fire and EMS) and it is scripted so call takers can process (evaluate) all calls consistently. The software guides the call takers to ask a series of questions to get a description of the situation and a level of urgency. With each code programed into ProQA, our Medical Director and Fire Department assigns what equipment shall be dispatched and determines the respond time expected for help to arrive. It is based on local policy related to needs and availability. This PSC is to allow the contractor/vendor to provide the maintenance and training on this proprietary software

**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:**

ProQA is a software created and tested by the Priority Medical Dispatch/International Academy of Emergency Dispatch. It is actually two software protocols we use (Fire and EMS) and it is scripted so call takers can process (evaluate) all calls consistently. The software guides the call takers to ask a series of questions to get a description of the situation and a level of urgency. With each code programed into ProQA, our Medical Director and Fire Department assigns what equipment shall be dispatched and determines the respond time expected for help to

arrive. It is based on local policy related to needs and availability. This is an application that is critical to the 911 response time for the City and County of San Francisco

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

- A. Specify required skills and/or expertise: The trainer, technicians and accreditors need to know the proprietary system and the code.
- 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

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

- A. Explain why civil service classes are not applicable.  
This is a proprietary system so the trainers, technicians and accreditations need to work for the vendor
- 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 - see above

**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. Vendor trains new Dispatchers when we have an academy - training is usually 12-24 hours long. We usually have 20 people in the academy.
- 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. Union Notification: On 12/17/2020, 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: William Lee Phone: 415-558-3866 Email: william.lee@sfgov.org

Address: 1011 Turk Street San Francisco, CA

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 49836 - 20/21

DHR Analysis/Recommendation:  
Commission Approval Required  
DHR Approved for 06/07/2021

Civil Service Commission Action:

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

## Choi, Suzanne (HRD)

---

**From:** dhr-psccordinator@sfgov.org on behalf of william.lee@sfgov.org  
**Sent:** Thursday, December 17, 2020 3:15 PM  
**To:** Lee, William (DEM); 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; 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; 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@opcmllocal300.org; ramonliuna261@gmail.com; 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; Emanuel, Rachel (DEM); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 49836 - 20/21

RECEIPT for Union Notification for PSC 49836 - 20/21 more than \$100k

The DEPARTMENT OF EMERGENCY MANAGEMENT -- ECD has submitted a request for a Personal Services Contract (PSC) 49836 - 20/21 for \$512,000 for Initial Request services for the period 07/01/2021 – 06/30/2026. 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/15801> 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)**



## Sole Proprietorship of the PDS

June 10, 2020

To Whom it May Concern,

This letter is to confirm that Priority Dispatch Corp. is the exclusive world-wide proprietor of the Medical Priority Dispatch System™ (MPDS), Fire Priority Dispatch System™ (FPDS), Police Priority Dispatch™ (PPDS), and Emergency Communication Nurse System™ (ECNS) and their supporting software, curricula, quality assurance programs, consulting and certification training services. Collectively, the protocols are referred to as the Priority Dispatch System™ (PDS)<sup>1</sup>.

Please reach out to us if you have any further questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Brent E. Hawkins".

Brent E. Hawkins

Vice President & General Counsel

---

<sup>1</sup> The Priority Dispatch System is protected by national and international copyright laws, as well as conventions and treaties protecting intellectual property rights. They are protected by more than 90 United State and international patents, with more than 70 pending. Only authorized and properly licensed users may use or have access to the protocols.

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW

Dept. Code: DPW

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

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

Type of Service: Racial Equity Consulting Services

Funding Source: General Fund

PSC Amount: \$175,000

PSC Est. Start Date: 05/01/2021

PSC Est. End Date 04/30/2024

**1. Description of Work**

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

As part of the legislation to develop a City-wide Office of Racial Equity, each department must develop a racial equity action plan by Dec. 2020. SF Public Works submitted its Action Plan, and now must work on setting priorities, developing benchmarks, racial-equity tools, timelines, leadership and accountability systems as well as implementation methods. As we do not have internal expertise to complete this project, we need to hire a racial equity consultant who is experienced in municipal government organizational change. The consultant will work with a team of staff to:

- Assess the Action Plan and organizational practices with regards to racial equity, including how the Action Plan complements and builds on other department-wide initiatives, like strategic planning;
- Facilitate team conversations on anti-racism and organizational change; and,
- Support implementation the Action Plan and stay accountable to its goals.

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

Without a racial equity/organizational change consultant, we would be unable to offer our staff the essential racial-equity training, racial-equity tool development and use, and the deep analysis and fact-finding necessary to implement our Racial Equity Action Plan. The role of the racial equity consultant is to build capacity about racial equity issues and tools within our department. The consultant will train, mentor and generally assist teams of Public Works staff, so that as we develop the racial equity plan, we also build skills, knowledge and leadership in our department. In this way, after the consultant completes the project, Public Works staff will be able to continue implementation and leadership of the Action Plan.

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 36604-1920 approved on December 12, 2019. Department was unable to execute a contract within the one-year deadline. As this is new legislation, we have not done this work before, nor do we have the internal expertise to accomplish the implementation of the Racial Equity Action Plan.

D. Will the contract(s) be renewed?

We do not know at this time. At the end of the contract, we will reflect on the work and the ongoing need for support of the Racial Equity Initiative. We anticipate needing support for approximately 12 months. Our intent is to build in-house capacity and capability so that Public Works staff can drive the work.

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):

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

B. Explain the qualifying circumstances:



SF Public Works does not have the internal expertise to implement its racial equity action plan, develop the necessary racial-equity tools, offer the necessary racial-equity trainings nor develop the needed processes for organizational change.

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

- A. Specify required skills and/or expertise: Qualifying consultants will have expertise with racial equity-specific program design and facilitation, organizational development, human resource management and research and evaluation services, as well as specific experience working with municipal governments and organizational change. Familiarity with the social, physical and economic infrastructure of San Francisco's low-income neighborhoods and communities is a plus.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1825, Prnpl Admin Analyst II; 0922, Manager I; 0923, Manager II;
- 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?**

We have used City resources as much as possible, but though they are helpful, they are insufficient to accomplish the larger task of implementing the Action Plan. For instance, the executive team and the Racial Equity Working Group took a one-day implicit bias workshop with DHR in December 2019 and plan on three ½ day DHR trainings on communicating across cultures and managing with an equity mindset in April 2021, and staff has consulted with the Office of Racial Equity. But neither departments have the capacity to work closely with us to implement our department-specific racial equity action plan.

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

- A. Explain why civil service classes are not applicable.  
A racial equity consultant with an organizational change perspective has specific knowledge and tools around race, racism, racial equity, implicit bias and structural racism, as well as knowledge of how to make institutional change within municipal government. We do not have a civil service class that has that knowledge base as a minimum qualification.
- 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. Definitely. But as we are in a financial crisis that doesn't seem possible at this moment. Meanwhile we still need to do this work. Therefore, the goal of hiring a specialized racial equity consultant is to train staff to be racial equity leaders themselves. In this way we will be building capacity and knowledge within our Department.

**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. The training to be offered will be in two parts: 1. Specific training for the racial equity leadership cohort so that after the contract is complete, the work can continue with in-house leadership. During the contract, the leadership cohort, including line staff, Supervisor I, Administrative analyst, Bureau Managers, etc. will facilitate discussion circles and informal conversations. 2. Implicit bias and anti-racism training for a broader group of staff led by the racial equity consultant. Our goal is to reach at least a quarter of our department (400 people) with trainings, discussion circles and other forums for learning and conversation. Trainings will be from one to six hours long.
- 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. **Union Notification:** On 03/23/2021, the Department notified the following employee organizations of this PSC/RFP request:

Municipal Executive Association; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21; Unrepresented Miscellaneous

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

Name: Alexander Burns Phone: 415-554-6411 Email: alexander.burns@sfdpw.org

Address: 49 South Van Ness, Suite 1600 San Francisco, CA 94103

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 31957 - 20/21

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/07/2021

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

**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [alexander.burns@sfdpw.org](mailto:alexander.burns@sfdpw.org)  
**To:** [Burns, Alexander \(DPW\)](mailto:Burns,Alexander@DPW); [WendyWong26@yahoo.com](mailto:WendyWong26@yahoo.com); [wendywong26@yahoo.com](mailto:wendywong26@yahoo.com); [tmathews@ifpte21.org](mailto:tmathews@ifpte21.org); [kschumacher@ifpte21.org](mailto:kschumacher@ifpte21.org); [pkim@ifpte21.org](mailto:pkim@ifpte21.org); [amakayan@ifpte21.org](mailto:amakayan@ifpte21.org); [L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org); [Laxamana, Junko \(BOS\)](mailto:Laxamana,Junko@BOS); [Criss@sfmea.com](mailto:Criss@sfmea.com); [camaguey@sfmea.com](mailto:camaguey@sfmea.com) (contact); [Christina@sfmea.com](mailto:Christina@sfmea.com); [staff@sfmea.com](mailto:staff@sfmea.com); [Macaranas, Belle \(DPW\)](mailto:Macaranas,Belle@DPW); [DHR-PSCCoordinator, DHR \(HRD\)](mailto:DHR-PSCCoordinator,DHR@HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 31957 - 20/21  
**Date:** Tuesday, March 23, 2021 1:42:29 PM

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RECEIPT for Union Notification for PSC 31957 - 20/21 more than \$100k

The GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW has submitted a request for a Personal Services Contract (PSC) 31957 - 20/21 for \$175,000 for Initial Request services for the period 05/01/2021 – 04/30/2024. 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/16223> 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)**



# **San Francisco Public Works**

## **Request for Proposals**

### **Racial Equity Consultant Micro-LBE Set-Aside Program**

**Sourcing Event ID 0000004554**

**Date issued: October 22, 2020**

**Submission Deadline: 4:00 p.m., November 5, 2020**

Only submissions received through PeopleSoft will be accepted.

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## APPENDICES

APPENDIX A - SUBMITTAL CHECKLIST

APPENDIX B - CONTRACT FORMS

APPENDIX C - CMD ATTACHMENT 5: ARCHITECTURE, ENGINEERING & PROFESSIONAL SERVICES

APPENDIX D - STANDARD CONTRACT AGREEMENT

APPENDIX E - DOING BUSINESS WITH THE CITY

APPENDIX F - SUBMITTAL STEP-BY-STEP GUIDE

## SECTION 1 - INTRODUCTION & SCHEDULE

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### 1.1 Definitions

This RFP sets forth the minimum qualifications required, describes the anticipated scope of the work, and defines the selection process. Please read these requirements carefully, as the selection of the most qualified team will be based solely on criteria contained in this document.

- A. “Principal” or “Key Lead Personnel, Key Team Member” shall mean an owner or key staff responsible for making significant administrative and business decisions on behalf of the firm.
- B. “Proposer” refers to any entity submitting a Proposal to this RFP, which may consist of Prime Consultant who will serve as the prime contractor, if selected by the City for a contract award and any associated Sub-consultants.
- C. “Proposal” as used in this RFP shall mean the “Statement of Qualifications” submitted in response to this RFP.
- D. “Supplier” refers to any entity and approved Contractor Accounts in the City’s Financials and Procurement System, “Peoplesoft.”

### 1.2 Introductions

- A. San Francisco Public Works and the Office of the City Administrator, departments of the City and County of San Francisco, seek to retain the services of a qualified consulting firm and will select one (1) Proposer to support the development of department-wide racial equity action plans and their implementation, through training and coaching leadership cohorts and building internal leadership capacity around racial equity knowledge and tools. Proposers responding to this RFP must have the proven expertise and extensive experience to perform tasks described in Section 3 of this RFP
- B. This RFP is under the Micro-LBE Set-Aside Program and only City & County of San Francisco, Contract Monitoring Division (CMD) certified Micro-LBE contractors, in a certification category that corresponds with the scope of work pursuant to this RFP, are eligible to submit a proposal. A prospective proposer must be a certified LBE at the time of proposal submission. To be eligible, a Consultant may apply for Certification by contacting Contract Monitoring Division at 415-581-2310 or [lbecert@sfgov.org](mailto:lbecert@sfgov.org)

### 1.3 Contract Award

- A. The anticipated total amount and duration of the agreement are as follows:
  - Not to Exceed Amount:** \$65,000
  - Contract Duration:** One (1) year



- B. This amount is inclusive of all tasks and all reimbursable costs. The result of this RFP, through the evaluation and selection process, will be a formal contract with the selected consultant firm. The City shall have one (1) option to extend the term for a period of 1 year, which the City may exercise in its sole, absolute discretion. Should the contract be extended, the annual compensation will increase at a rate similar to the per year costs of the original term. Public Works reserves the right to commence, close, reduce, increase the contract amount and change the Contract Agreement duration consistent with City requirements.

#### 1.4 Tentative RFP Schedule

- A. The following schedule is anticipated for the entire RFP process from advertisement, receipt, evaluation and selection of proposals. The following dates are tentative, non-binding and subject to change without prior notice: Changes to Submittal Deadline dates will be issued via addendum posted to [sfcitypartner.sfgov.org](http://sfcitypartner.sfgov.org).
- B. The City accepts no responsibility to any prospective consultant or sub-consultant, financially or otherwise, for the failure of any contingency requiring the postponement or cancellation of this RFP.

<u>Proposal Phase</u>	<u>Date</u>
Advertise RFP	October 22, 2020
Pre-Proposal Conference	October 29, 2020, 1:00 p.m. via virtual conference call (Section 1.5)
Deadline to Submit RFP Questions	October 30, 2020 by 4:00 p.m.
<b>Deadline to Submit Proposals</b>	<b>November 5, 2020 by 4:00 p.m.</b>

#### 1.5 Pre-Proposal Conference

- A. Pre-proposal Conference will be conducted for this project via an Audio/Virtual Conference through Microsoft Teams. Physical presence is not required. San Francisco Public Works encourage all proposers to attend on time.

**Location:** [Join Microsoft Teams Meeting](#) via hyper link or

**Call** [+1 415-906-4659](tel:+14159064659)

**Conference ID:** 469 878 835#

- B. Prospective proposers must sign up for the virtual live stream event prior to the Pre-proposal date by sending an email to [contractadmin.staff@sfdpw.org](mailto:contractadmin.staff@sfdpw.org) with email format as follows:

**Subject line:** "0000004554 Pre-Proposal Signup."

**Body of Email:** (1) Full name; (2) Company Name; (3) Job Title; (4) Phone Number; (5) Indicate LBE Certification status (Certified, Not certified, Certification pending)

- C. Topics already covered will not be repeated for the benefit of late arrivals. Questions regarding the RFP and new information will be addressed and memorialized in a written addendum to this RFP. All requests for clarification of any ambiguities, discrepancies, inconsistencies or questions concerning the RFP, outside of the Pre-Proposal Conference, must be in writing via email to Beth Rubenstein, San Francisco Public Works, Deputy Director of Policy and Communications at [beth.rubenstein@sfdpw.org](mailto:beth.rubenstein@sfdpw.org) no later than the deadline specified in the RFP schedule.

## 1.6 Contractors Unable to do Business with the City

- A. Companies Headquartered in the Covered State List (See Section 10.7 of this RFP)

This Contract is subject to the requirements of Administrative Code Chapter 12X, which prohibits the City from entering into contracts with companies headquartered in states with anti-LGBT and restrictive abortion laws. Proposers are hereby advised that Proposers which have their United States headquarters in a state on the Covered State List, as that term is defined in Administrative Code Section 12X.3, or where any or all of the work on the contract will be performed in a state on the Covered State List may not enter into contracts with the City. A list of states on the Covered State List is available at the website of the City Administrator at <http://sfgsa.org/chapter-12x-anti-lgbt-state-ban-list>.

## SECTION 2 - BACKGROUND

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### 2.1 Office of Racial Equity and City department racial equity requirements.

In August 2019, legislation was passed to create a citywide [Office of Racial Equity](#). The mission of the Office is to advance racial equity in San Francisco and repair harm done by government policy decisions that have created, supported or exacerbated racial disparities. The Office is responsible for policy analysis and development, data analysis and collection, and support and accountability for all City departments.

As part of the legislation, each department must develop a Racial Equity Action Plan by December 31, 2020. The Office of Racial Equity has released the Phase 1 [Citywide Racial Equity Framework](#), which gives direction about how departments organize and develop their Action Plans. Phase 1 looks internally at workplace issues. Implementation for Phase 1 is to begin in 2021, while departments are developing their Phase 2 Racial Equity Action Plans, that are focused on how services are delivered, and community partnerships and outreach are conducted.

### 2.2 San Francisco Public Works and its Racial Equity Initiative

#### 2.2.1 Background about San Francisco Public Works

San Francisco Public Works enhances the quality of life in San Francisco by providing outstanding public service: we design, build, operate, maintain, clean, green and improve the City's infrastructure, public right of way and facilities with skill and responsiveness in partnership with the San Francisco community

With approximately 1600 staff members across four divisions, Public Works provides a diversity of services that keeps the City beautiful, safe and accessible for residents, merchants and visitors. We are proud of these services, but most importantly we value our highly qualified and dedicated workforce that ensures that our collective vision for the City becomes a reality. Our staff includes inspectors, architects, street and sidewalk cleaners, community liaisons, engineers, permit checkers, construction managers, surveyors, administrative analysts, building repair teams, street and sewer repair teams, arborists, landscape architects, project managers, and budget, IT and finance experts. We work collaboratively with other City agencies to protect and maintain our public space. Please see our website at [www.sfpublicworks.org](http://www.sfpublicworks.org) for more information.

#### 2.2.2 San Francisco Public Works Racial Equity Initiative: Vision and Background

##### VISION

The San Francisco Public Works Racial Equity Initiative seeks to build our understanding of historical and structural racism and the impacts it has on our organization and the communities we serve.

With a greater understanding, we seek to respond to these systems of oppression, both internally and externally, to erase racial disparities in the workplace and in how we provide services to the public.

## BACKGROUND

In September 2019, Public Works assembled a Racial Equity Working Group (REWG) of 12 staff: the group is multi-racial, multi-gender and represents the four divisions of Public Works. The group brings skills in project management, finance, communications, training, facilitation, contracts, negotiation, design, management and supervision. The REWG attended the 2019 GARE (Government Alliance on Race and Equity) California Convening. The REWG is facilitated by the Deputy Director of Policy and Communications.

Since fall 2019, the REWG has focused on normalizing the conversation about race and racism as well as building in-house racial equity leadership and buy-in. The REWG is guided by principles and lessons learned from GARE and the Office of Racial Equity, and the notion that organizational change is the result of executive leadership combined with grass-roots movement within our department: a combined bottom-up and top-down approach.

The REWG has tabled at the department-wide health fair, facilitate brown bag conversations, joined the executive team at a one-day “Managing Implicit Bias” workshop, hosted listening sessions about Black Lives Matter and conducted a general racial equity survey. This summer the group helped produce an in-house 14-part podcast series. The series, *Spotlight: Racial Justice*, interviewed 14 Public Works staff and asked them to speak on racism, police violence against people of color and racial equity.

The REWG is part of CREW, the Citywide Racial Equity Working Group, led by the Office of Racial Equity, which brings together staff from multiple departments of San Francisco government on a monthly basis. Through its work, the REWG has collected initial ideas for a Racial Equity Action Plan. In addition, it presents monthly to the 60-person Public Works executive team and launched a monthly in-house racial equity newsletter in August 2020. In September 2020, the REWG launched a Racial Equity Listening & Learning Series, which is open to all staff at Public Works.

In October 2020, the REWG began facilitating weekly discussions, open to all staff, on the topics from the Phase 1 Racial Equity Action Plan. The goals of these discussions are to 1) gather feedback to help shape our Action Plan; 2) build interest and participation in the Action Plan; and 3) normalize the conversation about implicit bias, racism and more, helping to build a culture of honest communication in the department.

The Racial Equity Action Plan will be integrated with our existing department-wide work including the Performance Plan process, the Strategic Plan, Yellow Belt improvement process work and the 2019 Employee Engagement Survey.

In the next few months, we will be expanding this leadership group. The initial 12-person group will become the REWG steering committee. We are in the process of developing working groups of about 4 to 6 people in each of our four divisions that will include representatives from the steering committee. Our intention is that the racial equity consultant will work primarily with a multi-racial group of about 25 staff, which will lead the Racial Equity Initiative and the development and implementation of the Racial Equity Action Plan.

In doing this work we are guided by the following definitions:

### **What is racial equity?**

Racial equity is a set of social justice practices, rooted in a solid understanding and analysis of historical and present-day oppression, aiming towards a goal of fairness for all. As an outcome, achieving racial equity would mean living in a world where race is no longer a factor in the distribution of opportunity. As a process, we apply racial equity when those most impacted by the structural racial inequities are meaningfully involved in the creation and implementation of the institutional policies and practices that impact their lives. - *from the San Francisco Office of Racial Equity (adapted from Anti-Oppression Resource and Training Alliance)*

Another way to define it is: A racially equitable society is a community where race does not determine the distribution of public services, health care, education, economic opportunities, housing and other resources.

Racial equity is just and fair inclusion in society, so all people participate, prosper and reach their full potential.

### **What is systemic racism?**

Systematic racism is rooted in our social, legal and political institutions. It is reflected in disparities in wealth, income, criminal justice, employment, housing, health care, political power and education.

## **2.3 Office of the City Administrator and its Racial Equity Project**

The Office of the City Administrator (ADM) oversees over 25 departments, divisions, and programs that include the Department of Technology, Public Works, Office of Contract Administration/Purchasing, Real Estate, County Clerk, Fleet Management, Convention Facilities, Animal Care and Control, Medical Examiner, and Treasure Island. ADM is responsible for a 2,700-strong workforce of individuals across a broad spectrum of positions and skills, ranging from compliance officers, engineers, and medical practitioners to information technicians, administrative analysts and finance experts to name a few. ADM oversees an annual budget of nearly three-quarters of a billion dollars.

The Office of the City Administrator is committed to strengthening the local economy; ensuring the efficacy of government services; increasing the City's safety and resiliency; and optimizing the City's capital planning and infrastructure.

Please see our website at <https://sfgsa.org/> for more information.

Over the long-term, the goal of the Racial Equity Project is to ensure that ADM is a safe, equitable and inclusive workplace for individuals of all races and to ensure that city services delivered by the City Administrator are inclusive, equitable, and culturally-competent for individuals of all races. Currently, ADM is working to develop and submit an ADM Racial Equity Action Plan to the Office of Racial Equity, which includes outcomes, policies and performance measures to evaluate efficiency.

Racial Equity Action Plan development will also be an opportunity to share best practices among ADM staff and build a culture of inclusion. ADM will also be working with departmental boards and commissions, including the Office of Civic Engagement & Immigrant Affairs, to emphasize accountability and equitable decision-making. ADM's Racial Equity Thought Leaders (RETL) will utilize a two-tiered approach to complete and submit ADM's Racial Equity Action Plan. This approach is designed to ensure that each of the divisions represented by ADM are involved in the process of completing ADM's Action Plan. To this end, there will be a smaller executive committee responsible for steering ADM's overall efforts, and a larger working group composed of each of ADM's individual division racial equity leads, and, when needed, representatives from other Departments.

## SECTION 3 - SCOPE OF SERVICES

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### 3.1 General Description of Services

The qualified consulting Proposer should be a racial equity subject matter expert with an organizational change perspective.

The Proposer will work separately with the San Francisco Public Works Racial Equity Working Group (REWG) and the Office of the City Administrator's Racial Equity Thought Leaders (RETL). In both cases, the Proposer will be training the trainers so as to build in-house expertise in racial equity and organizational change.

### 3.2 Scope of Services for San Francisco Public Works

The following scope of services will be done in collaboration with the expanded San Francisco Public Works Racial Equity Working Group (REWG). The REWG will comprise about 25 staff. Work will include but not be limited to:

The Proposer will work with the REWG, at minimum, in the following areas:

- Racial equity fundamentals
- Facilitation training
- Coaching on the development and implementation of the department's Racial Equity Action Plan
- Defining success

#### 3.2.1 Racial equity fundamentals

The Proposer will train the REWG on the fundamental subject matter related to racial equity. This will include fundamental facts, history, theories and concepts to help staff develop a shared understanding and vocabulary related to race and racism. Based on this set of fundamental information, REWG will be able to connect those fundamentals to the day-to-day work of the department and workplace dynamics. The Proposer will align their subject matter and methods with those of GARE and the Office of Racial Equity.

In addition, because of telecommuting, a virtual large-scale webinar and/or interactive meeting may be possible with 100-250 staff. The Proposer could lead this training in collaboration with the REWG. Such a meeting would help more broadly disseminate racial equity information and learning.

#### 3.2.2 Racial equity fundamentals Facilitation training

The Proposer will train the REWG to facilitate trainings and discussions on racism, racial equity and organizational change. The Proposer will share best practices, toolkits, specific

exercises and teaching resources. The Proposer will take into account the size, diversity and multi-faceted work of the department staff.

### **3.2.3 Coaching on the development and implementation of the department's Racial Equity Action Plan**

As required by the City, the REWG is developing and implementing a Racial Equity Action Plan. The Proposer will review drafts of the plan, offer feedback and coaching, as well as implementation strategies and support. The plan will help the department identify areas of concern, create frameworks for resource allocation (e.g., contracting, grants, workforce development, community program administration, human resources) and revise policies or procedures as needed. Implementation strategies will articulate how organizational change can occur.

### **3.2.4 Defining success**

In all aspects of the above, the Proposer will work with the REWG to articulate what successful implementation of the Racial Equity Action Plan requires. This should include, but not be limited to, schedules, goals, qualitative and quantitative metrics, milestones and the analysis and gathering of pertinent data.

## **3.3 Scope of Services for the Office of the City Administrator**

The following scope of services will be done in collaboration with the Office of the City Administrator's Racial Equity Thought Leaders (RETL). The RETL will comprise about 35 staff.

Work will include, but not be limited to:

- Racial equity fundamentals
- Facilitation training
- Coaching on the development and implementation of the department's Racial Equity Action Plan
- Defining success

### **3.3.1 Racial equity fundamentals**

The Proposer will train the RETL on the fundamental subject matter related to racial equity. This will include fundamental facts, history, theories and concepts to help ADM executive staff develop a shared understanding and vocabulary related to race and racism. Based on this foundation, RETL will be able to connect those fundamentals to the day-to-day work of the department and workplace dynamics. The Proposer will align their subject matter and methods with those of GARE and the Office of Racial Equity.



The Proposer will align their subject matter and methods with those of GARE and the Office of Racial Equity.

### **3.3.2 Facilitation training**

The Proposer will train the RETL to facilitate trainings and discussions on racism, racial equity and organizational change. The Proposer will share best practices, toolkits, specific exercises and teaching resources. The Proposer will take into account the size, diversity and multi-faceted work of the department staff.

### **3.3.3 Coaching on the development and implementation of the department's Racial Equity Action Plan**

As required by the City, the RETL is developing and implementing a Racial Equity Action Plan. The Proposer will review drafts of the plan, offer feedback and coaching, as well as implementation strategies and support. The plan will help the department identify areas of concern, create frameworks for resource allocation (e.g., contracting, grants, workforce development, community program administration, human resources) and revise policies or procedures as needed. Implementation strategies will articulate how organizational change can occur.

### **3.3.4 Defining Success**

The Proposer will work with the RETL to articulate what successful implementation of the Racial Equity Action Plan requires. This should include, but not be limited to, schedules, goals, qualitative and quantitative metrics, milestones and the analysis and gathering of pertinent data.

## PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPWDept. Code: DPWType of Request:  Initial  Modification of an existing PSC (PSC # \_\_\_\_\_)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: Racial Equity Consulting ServicesFunding Source: General FundPSC Amount: \$9,999PSC Est. Start Date: 01/06/2020 PSC Est. End Date 01/06/2021**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

As part of the legislation to develop a City-wide Office of Racial Equity, each department must develop a racial equity action plan by Dec. 2020. Racial equity refers to when race does not determine the distribution of public services, health care, education, economic opportunities, housing and other resources. To do this, we need to hire a racial equity consultant as we do not have internal expertise to complete this project. The consultant will work with a team of staff to develop the plan, through offering trainings, analyzing need, gathering necessary data, prioritizing actions and outlining leadership, process, benchmarks and timelines for implementation.

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

Without a racial equity consultant, we would be unable to offer our staff the essential training, deep analysis and fact-finding necessary to complete a racial equity action plan. The role of the racial equity consultant is to build capacity about racial equity issues and tools within our department. The consultant will train, mentor and generally assist teams of Public Works staff, so that as we develop the racial equity plan, we also build skills, knowledge and leadership in our department.

**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.**

As this is new legislation, we have not done this work before, and we don't have the internal expertise to accomplish the development of a racial equity action plan.

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

We do not know at this time. At the end of the contract, we will reflect on the work and the ongoing need for support of the Racial Equity Initiative. We anticipate needing support for approximately 12 months.

**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):**

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

**B. Explain the qualifying circumstances:**

SF Public Works does not have the internal expertise to develop and complete a racial equity action plan by December 2020. We anticipate needing support for approximately 12 months.

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

A. Specify required skills and/or expertise: Qualifying consultants will have expertise with racial equity-specific program design and facilitation, organizational development, human resource management, and research and evaluation services, as well as specific experience working with municipal

governments. Program design will have an emphasis on staff development. Familiarity with the social, physical and economic infrastructure of San Francisco's low-income neighborhoods and communities is a plus.

- B. Which, if any, civil service class(es) normally perform(s) this work? 1825, Prnpl Admin Analyst II; 0922, Manager I;
- 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?**

The executive team at Public Works will take a one-day implicit bias workshop with DHR in December and staff has consulted with HRC in terms of developing the racial equity plan. Neither departments have the capacity to work closely with us to develop our department-specific racial equity action plan.

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

- A. Explain why civil service classes are not applicable.  
A racial equity consultant has specific knowledge and tools around race, racism, racial equity, implicit bias and structural racism. We do not have a civil service class that has that knowledge base as a minimum qualification.
- 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 goal of hiring a specialized racial equity consultant is to train staff to be racial equity trainers themselves. In this way we will be building capacity and knowledge within our department.

**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 contract? If so, please explain what that will entail; if not, explain why not.  
No. Explanation of training has not been provided by the department
- 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. Union Notification:** On 11/13/2019, the Department notified the following employee organizations of this PSC/RFP request:  
Municipal Executive Association; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21; Unrepresented Miscellaneous

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

Name: Alexander Burns Phone: 415-554-6411 Email: alexander.burns@sfdpw.org

Address: 1155 Market St. 4th floor San Francisco, CA

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 36604 - 19/20

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 12/12/2019

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW

Dept. Code: DPW

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

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

Type of Service: As-Needed Green Building, LEED Consulting & Commissioning Services

Funding Source: Interdepartmental Work Orders

PSC Amount: \$8,000,000

PSC Est. Start Date: 04/15/2021

PSC Est. End Date 12/31/2027

**1. Description of Work**

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

Provide independent professional consulting services for Green/Leadership in Energy and Environmental Design or "LEED" (Leadership in Energy and Environmental Design) certification of building projects, and post construction building monitoring, engineering, commissioning and performance optimization for City projects on an "As Needed" basis. The services will focus on the following main areas: Green/LEED Building Consulting, Operational Monitoring and Retro-Commissioning, Building Energy Engineering and Design and Commissioning of New Buildings.

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

This contract will offer services that are normally not provided by the City's staff. These services are required as part of code requirement for the green building process. These highly specialized consulting services will objectively ensure that the City projects are designed and constructed with optimal performance in sustainability, for a greener building that conserves energy and provides occupant comfort and well-being. Consequences of denial may result in the project's inability to meet City's Green Building Standards requirements (Chapter 7-Green Building Requirements for City Buildings of the San Francisco Environment Code) for sustainable/green building performance.

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.

This service was previously approved by the Civil Service Commission. The most recent PSC # is 47405-16/17. A new solicitation is required to award more work because the previous contracts will no longer be able to issue new work starting next year.

D. Will the contract(s) be renewed?

No

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 PSC duration exceeds 5 years to account for the extra time needed to advertise and award contracts. However, all contract terms will not exceed 5 years.

**2. Reason(s) for the Request**

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

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

Circumstances where there is a demonstrable potential conflict of interest (e.g., independent appraisals, audits, inspections, third party reviews and evaluations).

B. Explain the qualifying circumstances:

Services for Green Building, LEED (Leadership in Energy and Environmental Design) Consulting and Commissioning are required on an if and as-needed basis. The services for LEED and commissioning will only be utilized when independent third-party services are needed on Green Building projects.

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

- A. Specify required skills and/or expertise: Extensive experience and expertise in Green/LEED Building projects, Commissioning and Performance Efficiency; expertise and specialization to perform operational monitoring, retro-commissioning, energy efficiency evaluation and engineering; extensive experience and expertise in Efficient Energy Design and monitoring of mechanical, electrical, and architectural building systems; thorough knowledge of U.S. Green Building Council(USGBC) LEED, California Title 24, and ASHARE standards 189.1; extensive experience and expertise in high performance green buildings; possession of Professional Engineering/Architectural Licenses and/or LEED Accredited Professional certification from the United States Green Building Council (USGBC).
- 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?**

There are no available resources with this specialty expertise.

**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 not applicable as by definition of the LEED (Leadership in Energy and Environmental Design) Building Standard, it requires third party verification, evaluation and documentation of building 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, because City Staff cannot perform this work. LEED (Leadership in Energy and Environmental Design) building certification should be done by an independent third party if consulting for City projects.

**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. Optimal operation of the building and its systems. Approximately 200 hours. Building operation, maintenance staff, and Engineers and Architects involved in the operation and maintenance of the installed building systems/elements per manufacturer’s specification. The number of staff to be trained depends on the facility and the complexity of the building systems installed.
- C. Are there legal mandates requiring the use of contractual services?  
Yes. Yes, per San Francisco Environment Code – Chapter 7
- 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. Union Notification: On 04/09/2021, 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: Alexander Burns Phone: 415-554-6411 Email: alexander.burns@sfdpw.org

Address: 49 South Van Ness, Suite 1600 San Francisco, CA 94103

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 41338 - 20/21

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/07/2021

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



**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [alexander.burns@sfdpw.org](mailto:alexander.burns@sfdpw.org)  
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**Subject:** Receipt of Notice for new PCS over \$100K PSC # 41338 - 20/21  
**Date:** Friday, April 9, 2021 3:31:18 PM

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RECEIPT for Union Notification for PSC 41338 - 20/21 more than \$100k

The GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW has submitted a request for a Personal Services Contract (PSC) 41338 - 20/21 for \$8,000,000 for Initial Request services for the period 04/15/2021 – 12/31/2027. 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/16332> 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)**

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## CHAPTER 7:

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# GREEN BUILDING REQUIREMENTS FOR CITY BUILDINGS

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- Sec. 700. Findings and Purpose.
- Sec. 701. Definitions.
- Sec. 702. Municipal Green Building Task Force.
- Sec. 703. Duties of the Department of the Environment.
- Sec. 704. Duties of City Departments.
- Sec. 705. LEED Certification Requirements for Municipal Construction Projects.
- Sec. 706. Locally-Required Measures for Municipal Construction Projects.
- Sec. 707. Collection, Storage and Loading of Recyclable and Compostable Materials.
- Sec. 708. Construction and Demolition Debris Management.
- Sec. 709. Water Conservation Retrofit Requirements.
- Sec. 711. Indoor Environmental Quality.
- Sec. 712. Report to the Board of Supervisors.
- Sec. 713. Waivers.
- Sec. 714. Preemption.

*Editor's Note:*

*The title of this chapter (formerly "Resource Efficiency Requirements") was changed upon the incorporation of the extensive amendments made to the chapter by Ord. [204-11](#), at the discretion of the codifier and upon consultation with the office of the City Attorney.*

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### SEC. 700. FINDINGS AND PURPOSE.

The Board of Supervisors finds that:

1. Buildings are one of the distinguishing elements of human civilization. Traditional building design and construction practices have significant negative environmental impacts. In the United States, buildings consume 48% of all energy, 76% of all electricity, and generate 38% of all carbon (CO<sub>2</sub>) emissions. In San Francisco, buildings consume 54% of all energy, 80% of all electricity, and generate 56% of all carbon emissions. Advanced green buildings can generate their own energy, minimize carbon emissions, produce and process their own water, emphasize reuse of buildings and materials, and provide healthy interior environments.
2. The selection of sustainable design features and building materials is consistent with the City's Precautionary Principle Policy. This policy requires that the City consider a full range of alternatives in order to select products and procedures that minimize harm and maximize the protection of public health and natural resources.
3. The United States Green Building Council (USGBC) is a non-profit organization committed to a prosperous and sustainable future for our nation through cost-efficient and energy-saving green buildings. LEED® is an internationally-recognized green building certification system, developed by the USGBC.
4. Green buildings provide financial benefits while protecting human and environmental health. Total construction costs for buildings seeking LEED certification fall into the existing range of costs for buildings not seeking LEED certification. Green buildings, on average, result in savings of 20% of total construction costs over the first 20 years of operation.
5. The California Energy Commission has established a goal that all new commercial construction in California will be Zero Net Energy by 2030, and 50% of existing commercial buildings will be retrofit to Zero Net Energy by 2030.

(Added and former Sec. 700 repealed by Ord. 88-04, File No. 030679, App. 5/27/2004; amended by Ord. [204-11](#), File No. 110854, App. 10/11/2011, Eff. 11/10/2011; Ord. [52-17](#), File No. 161287, App. 3/17/2017, Eff. 4/16/2017)

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### SEC. 701. DEFINITIONS.

The following terms shall have the meanings set forth below.

“All-Electric” means the described system, Building, or project uses a permanent supply of electricity as the source of energy for all space conditioning (including heating and cooling), water heating (including pools and spas), cooking appliances, and clothes drying appliances. An All-Electric system, Building or project may include solar thermal collectors, but installs no natural gas or propane plumbing or equipment in or in connection with a Building, or within property lines of the premises, extending from the point of delivery at the gas meter.

“Alternative Daily Cover” or “ADC” means materials, other than soil, that have been approved by the California Department of Resources Recycling and Recovery (“CalRecycle”) or a successor agency for use as a temporary overlay on an exposed landfill face.

Material used as Alternative Daily Cover, including Green Material, does not qualify as material diverted from landfill.

“Beneficial reuse” means the reuse of material at a landfill that does not include ADC but shall include, but not be limited to, use of the material for or as the following: alternative intermediate cover; final cover foundation layer; liner operations layer; leachate and landfill gas collection system; construction fill; road base; wet weather operations pads and access roads; and, soil amendments for erosion control and landscaping. “Beneficial reuse” does not include disposal of material at a landfill.

“BioMass Energy Generation” means the controlled combustion, when separated from other solid waste and used for producing electricity or heat, of wood, wood chips, wood waste, and tree and brush prunings. “BioMass Energy Generation” does not include the controlled combustion of recyclable pulp or recyclable paper materials, or medical or hazardous waste.

“Building” means:

(1) Any structure used for support or shelter of any use or occupancy. “Structure” means that which is built or constructed, an edifice or building of any kind, or any piece of work artificially built or composed of parts joined together in some definite manner and permanently attached to the ground.

(2) “Building” includes office buildings, libraries, recreation centers, museums, airport buildings, public safety buildings, hospitals, clinics, education centers, transportation facilities, cruise ship terminals, marina buildings, convention facilities, and other structures.

(3) “Building” does not include any construction installation that is not part of a building, or any tunnel, roadway, or bridge, or any vehicle or mobile equipment. “Building” also does not include a structure, facility, or type of infrastructure that primarily provides for the collection, storage, treatment, delivery, distribution, and/or transmission of water, wastewater, and/or power utilities.

“CALGreen” means the California Green Building Standards Code (Cal. Code of Regs. Title 24, Part 11) as adopted by San Francisco Green Building Code.

“City department” means any department of the City and County of San Francisco. City department does not include any other local agency or any federal or State agency, including but not limited to, the San Francisco Unified School District, the San Francisco Community College District, the Office of Community Investment and Infrastructure or the San Francisco Housing Authority.

“City-owned Facility” means any Building owned by the City and County of San Francisco. “City-owned Facility” includes City-owned Buildings or portions thereof that the City leases to non-City entities.

“City Leasehold” means a Building or portion thereof owned by others where the City is a tenant.

“City Representative” means the employee of the City who oversees the construction and/or demolition process for a municipal construction and/or demolition project and is responsible for ensuring that the contractor complies with all aspects of the contract documents.

“Commission” means the Commission on the Environment.

“Commissioning Process” means an independent process to ensure the attainment of quality facilities pursuant to this Chapter. The commissioning process verifies and documents that the energy using systems in buildings are installed, tested, and operate as designed.

“Construction and Demolition Debris” or “C & D Debris” means building materials and solid waste generated from construction and demolition activities, including, but not limited to: fully-cured asphalt; concrete; brick; lumber; gypsum wallboard; cardboard and other associated packaging; roofing material; ceramic tile; carpeting; fixtures; plastic pipe; and metals. “Construction and Demolition Debris” does not include refuse regulated under the 1932 Refuse Collection and Disposal Ordinance or sections of the Municipal Code that implement the provisions of that ordinance, or materials excavated from the public right-of-way. “Construction and Demolition Debris” does not include “hazardous waste,” as defined in California Health and Safety Code Sections 25100 *et seq.*

“Contractor” means the company or person to whom the City awards a contract for a municipal construction and/or demolition project. The contractor is responsible for complying with all aspects of Section 708 of this Chapter and for ensuring that all subcontractors, lower-tier subcontractors and suppliers also comply.

“Deconstruction” means the process of taking apart a structure with the primary goal of preserving the value of all useful building materials, so that they may be reused or recycled.

“Demolition Project” means the decimating, razing, ruining, tearing down or wrecking of any facility, structure, pavement, building, wall or fence, whether in whole or in part and whether interior or exterior.

“Department” means the Department of the Environment.

“Design Phases” means the generally-accepted stages of architectural design: conceptual design, schematic design, design development and construction documents.

“Design Development Phase” means the transitional phase of architectural design in which the design moves from the schematic phase to the construction document phase, in which the architect prepares drawings and other presentation documents to crystallize the design concept and describe it in terms of architectural, electrical, mechanical, and structural systems. In addition, the architect also prepares a statement of the probable project cost. This phase is often charted in percentages of completion leading up to the permit drawings. Such percentages refer to the level of details the plans have achieved and benchmarks established in the cost estimation process.

“Director” means the Director of the Department of the Environment or his or her designee.

“Disposal” means final deposition of material at a legally operating permitted landfill that does not include beneficial reuse or at a

permitted transformation facility. A legally operating, permitted landfill includes Class III landfills and inert fills. Disposal of inert materials at inert fills or inert backfill sites does not constitute recycling.

“Diversion” means use of material for any purpose other than disposal in a landfill or transformation facility, such as source reduction, reuse, recycling, and composting activities that do not result in material being disposed at permitted landfills and transformation facilities.

“Diversion Rate” means the percentage of total material that is diverted from disposal at permitted landfills and transformation facilities through processes such as source reduction, reuse, recycling, and composting.

“Green Business Certification Inc.” or “GBCI” is the body providing independent third-party LEED certification and professional credentials recognizing excellence in green building performance and practice.

“Green Material” means any plant material that is either separated at the point of generation or separated at a centralized facility that employs methods to minimize contamination of waste streams. Green Material includes, but is not limited to, yard trimmings, untreated wood wastes, paper products, and natural fiber products. Green Material does not include treated wood waste, mixed demolition or mixed construction debris, manure, or plant waste from food processing facilities, alone or blended with soil.

“Hazardous Material” means any material defined as hazardous in California Health and Safety Code Sections 25100 *et seq.*, as amended and 25500 *et seq.*, as amended.

“Indoor Air Quality” or “IAQ” means the quality of air inside buildings, especially as it relates to the health and comfort of building occupants. Factors such as gases (including carbon dioxide, carbon monoxide, radon, formaldehyde, volatile organic compounds), particulates, and microbial contaminants (mold, bacteria) that cause adverse health conditions can affect IAQ.

“Indoor Environmental Quality” means the overall state of conditions within a building that affect its occupants, including air quality, lighting, acoustics, thermal conditions, daylight, views, ergonomics, and controllability of lighting and thermal systems.

“Landfill” means a facility that (a) accepts for disposal in or on land non-hazardous waste such as household, commercial, and industrial waste, and waste generated during construction, remodeling, repair and demolition operations, and (b) has a valid current solid waste facilities permit from the California Department of Resources Recycling and Recover (CalRecycle).

“Land-disturbing activity” means any movement of earth or a change in the existing soil cover or existing topography that may result in soil erosion from wind, or water, and the movement of sediments into or upon waters, lands, or public rights-of-way within the City and County of San Francisco, including, but not limited to building demolition, clearing, grading, grubbing, filling, stockpiling, excavating and transporting of land.

“Leadership in Energy and Environmental Design” or “LEED®” is an internationally recognized green building certification system developed by the USGBC, providing third-party verification that a building or community was designed and built using strategies aimed at improving performance across all the following metrics: energy savings; water efficiency; CO<sub>2</sub> emissions reduction; improved indoor environmental quality; and, stewardship of resources and sensitivity to their impacts. LEED provides building owners and operators with a concise framework for identifying an implementing practical and measurable green building design, construction, operations, and maintenance solutions. LEED certified buildings are rated on a scale from lowest to highest: LEED Certified, LEED Silver, LEED Gold and LEED Platinum. Wherever specific LEED prerequisites or credits are cited, such references are to LEED version 4 (“v4”). More recent LEED versions may be used, provided the credits and points achieved are at least as stringent as LEED v4.

“LEED Accredited Professional with specialty” or “LEED AP with specialty” means an employee of a City department or a consultant retained by the City through a design or construction contract or other agreement who has passed the LEED AP with specialty accreditation exam issued by GBCI and maintained this credential through continuing education.

“LEED Online” is a web-based platform provided by USGBC for LEED project registration, team collaboration, document management, project progress monitoring, and access to forms, reviewer comments and certification credit language.

“LEED Project Administrator” means the individual member of the design team who registers a project with GBCI, and subsequently administers the LEED documentation and certification process for the project. For San Francisco municipal construction projects, the LEED Project Administrator shall be a LEED AP with specialty.

“LEED Scorecard” means a summary chart indicating all LEED prerequisites and credits being pursued and reasonably expected to be achieved for a municipal construction project.

“Major Renovation” means any unicipal<sup>1</sup> Municipal Construction Project or renovation to an existing structure other than repair or addition. A Major Renovation may include, but is not limited to, a change in occupancy or use, or structural repair to an existing Building or facility; or remodeling, rehabilitation, reconstruction, historic restoration, or changes to the plan configuration of wall and full-height partitions, where the scope of work is sufficient to support LEED certification and extensive enough such that normal building operations cannot be performed while the work is in progress, and/or a new certificate of occupancy, or similar official indication that it is fit and ready for use, is required. Major Renovation does not encompass normal maintenance, reroofing, floor covering, painting, wallpapering, or changes to mechanical and electrical systems.

“Minimum Program Requirements” or “MPR” means the minimum requirements necessary for projects to become LEED certified, as determined by the USGBC.

“Mixed Construction & Demolition debris” or “Mixed C & D Debris” means “Construction and Demolition Debris” or “C&D Debris,” but excluding materials source-separated for reuse or recycling.

“Municipal Construction Project” includes any planning, design, Page 46 or construction activity, including demolition, New

Construction, Major Renovation, or building additions performed either by a City department at a Building, City-owned Facility, or City Leasehold, or by tenants at a City-owned Building or Facility.

“Natural Gas” shall have the same meaning as “Fuel Gas” as defined in the California Plumbing Code and Mechanical Code, as amended from time to time.

“New Construction” means construction from the ground up, including a new building envelope, and new structural, mechanical, electrical and plumbing systems.

“Person” means a natural person, a firm, joint stock company, business concern, association, partnership or corporation or, to the extent permitted by law, governmental entity, including the City and County of San Francisco and its departments, boards and commissions for projects within the nine counties surrounding the San Francisco Bay, and its or their successors or assigns.

“Recover” or “Recovery” means any activity, including source reduction, deconstruction and salvaging, reuse, recycling and composting, which causes materials to be recovered for use as a resource and diverted from disposal.

“Recycle” or “Recycling” means the process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become solid waste, and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace. “Recycling” does not include “transformation,” as defined in Section 40201 of California Public Resources Code.

“Recycling Facility” means an operation or person that collects and processes materials for recycling.

“Registered Facility” means a facility that accepts mixed construction and demolition debris for processing and recycling and holds a valid registration issued by the City and County of San Francisco pursuant to Chapter 14 of the Environment Code.

“Registered Transporter” means a person who removes mixed construction and/or demolition (C&D) debris from a construction and/or demolition site, using a vehicle with more than two axles or two tires per axle (such as a large pickup truck with four tires on the rear axle or three-axle dump trucks), and hauling at least one (1) cubic yard of mixed construction and demolition debris. A “Registered Transporter” must hold a valid registration from the City and County of San Francisco and is obligated to take all mixed C&D material only to a Registered Facility.

“Reuse” means using an object or material again, either for its original purpose or for a similar purpose, without significantly altering the physical form of the object or material.

“Source Reduction” means any action which causes a net reduction in the generation of solid waste. Source reduction includes, but is not limited to, reducing the use of non-recyclable materials, replacing disposable materials and products with reusable materials and products, reducing packaging, reducing the amount of yard wastes generated, establishing garbage rate structures with incentives to reduce waste tonnage generated, and increasing the efficiency of the use of paper, cardboard, glass, metal, plastic, and other materials.

“Source-Separated Materials” means materials that have been separated or kept separate from the solid waste stream, at the point of generation, for the purpose of reuse, recycling or composting in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace.

“Tenant Improvements” are municipal construction projects that involve changing the interiors of commercial, institutional, or industrial properties and are undertaken by the City and/or tenants to accommodate the needs of tenants. They include floor and wall coverings, ceilings, partitions, lighting, heating, ventilation, air conditioning, fire protection, and security, where the scope of work is sufficient to support LEED certification. Normal maintenance, reroofing, floor covering, painting or wallpapering, or changes to mechanical and electrical systems are not Tenant Improvements unless they are so extensive that normal building operations cannot continue while the work is in progress, and/or a new certificate of occupancy, or similar official indication that the building is fit and ready for use, is required.

The “United States Green Building Council” or “USGBC” is a non-profit organization committed to a prosperous and sustainable future for our nation through cost-efficient and energy-saving green buildings.

“Waiver Request” means a waiver request made by a City department in accordance with Section 713.

“Whole Building Major Renovation Project” means a major renovation that includes replacement of the building heating, ventilation and air conditioning (HVAC) system. A Whole Building Major Renovation Project may, in addition to the aforementioned replacement, involve replacing electrical distribution, lighting, fire protection, plumbing, and security systems, as well as changes to a building envelope such as window replacements or exterior wall insulation.

“Zero Net Energy (ZNE) Building” means a building where the amount of energy produced by on-site renewable energy resources is equal to the amount of the energy consumed annually by the building.

(Added and former Sec. 701 repealed by Ord. 88-04, File No. 030679, App. 5/27/2004; amended by Ord. [204-11](#), File No. 110854, App. 10/11/2011, Eff. 11/10/2011; Ord. [52-17](#), File No. 161287, App. 3/17/2017, Eff. 4/16/2017; Ord. [250-18](#), File No. 180002, App. 11/2/2018, Eff. 12/3/2018; Ord. [8-20](#), File No. 190972, App. 2/7/2020, Eff. 3/9/2020, Retro. 1/1/2020)

#### CODIFICATION NOTE

= 1. So in Ord. [8-20](#).

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## SEC. 702. MUNICIPAL GREEN BUILDING TASK FORCE.

(a) **Establishment and Purpose.** The Board of Supervisors establishes the Municipal Green Building Task Force (the “Task Force”)



to oversee and assist in enhancing the environmental performance of City construction projects pursuant to this Chapter. The Task Force shall review municipal construction projects subject to this Chapter during their design and construction to ensure that the responsible City departments are complying with the requirements of the Chapter, and may advise the Department of the Environment on matters of policy related to this Chapter. The Task Force shall facilitate interdepartmental communication and cooperation, and act as an educational forum to increase green building knowledge and share project-related successes and lessons learned. The Task Force shall hear Waiver Requests from City departments and make recommendations to the Director (or to the Executive Director of the Port of San Francisco for projects located on property owned or managed by the Port of San Francisco) with respect to such requests.

(b) The Task Force will consist of one member of the public appointed by the Mayor, and a representative with building design, construction and/or finance experience from each of the following City departments and divisions, or their successor agencies:

- (1) Department of the Environment;
- (2) Building Design and Construction Division within San Francisco Public Works;
- (3) Design and Engineering Division within San Francisco Public Works;
- (4) Landscape Architecture Division within San Francisco Public Works;
- (5) San Francisco Public Works Buildings – Project Management;
- (6) Power Enterprise within San Francisco Public Utilities Commission;
- (7) Water Enterprise within San Francisco Public Utilities Commission;
- (8) Wastewater Enterprise within San Francisco Public Utilities Commission;
- (9) Infrastructure within San Francisco Public Utilities Commission;
- (10) Project Management Division within Recreation and Parks Department;
- (11) Capital Programs and Construction Division within San Francisco Municipal Transportation Agency;
- (12) Capital Planning Program within Office of City Administrator;
- (13) Department of Building Inspection;
- (14) Citywide Planning Division within Planning Department;
- (15) Port of San Francisco;
- (16) San Francisco International Airport;
- (17) Facilities Division within San Francisco Public Library;
- (18) Fire Department;
- (19) Department of Public Health; and,
- (20) Real Estate Division within Department of Administrative Services.

(c) The Task Force shall adopt bylaws to govern its operations. At least half the Task Force members and the public member shall hold the credential of LEED Accredited Professional with specialty.

(d) The Municipal Green Building Coordinator from Department of the Environment shall be a permanent member and act as chair of the Task Force.

(e) Beginning on the effective date of the ordinance adding this subsection (e) to Section 702, the public member of the Task Force appointed by the Mayor shall serve for a three-year term. No person may serve as the public member of the Task Force for more than two consecutive terms.

(Added and former Sec. 702 repealed by Ord. 88-04, File No. 030679, App. 5/27/2004; amended by Ord. [204-11](#), File No. 110854, App. 10/11/2011, Eff. 11/10/2011; Ord. [52-17](#), File No. 161287, App. 3/17/2017, Eff. 4/16/2017)

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## **SEC. 703. DUTIES OF THE DEPARTMENT OF THE ENVIRONMENT.**

(a) **General Duties Under this Chapter.** The Department of the Environment shall:

- (1) Develop goals, criteria, and strategies for optimizing municipal green building design, construction and operations and make policy recommendations regarding requirements for municipal construction projects to the Board of Supervisors;
- (2) Develop and oversee a training program in green building practices, including design, construction, renovation, operation and reuse of buildings for City department heads and architects, engineers, construction managers, building managers, department managers and finance officers employed by the City in order to implement the policies adopted by the Board of Supervisors;
- (3) Chair the Task Force and coordinate City departments having responsibility for compliance with the requirements of this Chapter. The Task Force shall assist the Director in providing green building advice, assistance, outreach, and education to City departments;

(4) Provide technical project oversight and assistance directly to City project teams or through green building technical assistance contracts; and

(5) Develop forms and materials necessary for compliance with this Chapter.

(b) **Guidance, Rules and Regulations.** After a public hearing, the Director may promulgate such guidance, forms, performance procedures, rules and regulations as may be necessary or appropriate from time to time to carry out the provisions of this Chapter, including the adoption of forms necessary to implement this Chapter. The Director is authorized to call upon the Task Force and other City departments as necessary and appropriate to assist in developing such guidance, forms, performance procedures, rules and regulations. Such guidance, forms, performance procedures, rules and regulations may include adopting appropriate versions of LEED and adopting or modifying locally-required measures for municipal construction projects, as provided in Section 706.

(c) The Director shall determine the costs of implementing this Chapter and shall request that relevant City departments provide work orders to the Department to cover the costs of implementing and maintaining the programs required by this Chapter.

(Added and former Sec. 703 repealed by Ord. 88-04, File No. 030679, App. 5/27/2004; amended by Ord. [204-11](#), File No. 110854, App. 10/11/2011, Eff. 11/10/2011; Ord. [52-17](#), File No. 161287, App. 3/17/2017, Eff. 4/16/2017; Ord. [250-18](#), File No. 180002, App. 11/2/2018, Eff. 12/3/2018)

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## SEC. 704. DUTIES OF CITY DEPARTMENTS.

(a) Each City department, board and commission subject to this Chapter shall administer its municipal construction projects in accordance with the Chapter.

(b) Each City department, board and commission subject to this Chapter shall cooperate with, and provide in writing to the Department all information necessary for the Department to carry out its duties under this Chapter.

(c) Each City department with a municipal construction project registering for LEED certification shall provide LEED Online project access to the Department.

(d) Upon request, each City department subject to this Chapter shall provide project reports and presentations to the Task Force.

(e) Each City department as designated in Section 702 shall designate an employee to represent the interest of that City department on the Task Force for municipal construction projects and green building communications.

(f) Each City department shall assist the Director in providing advice, assistance, outreach and education to other City departments concerning municipal green building practices.

(g) Appropriate City department personnel shall attend green building related training offered by the Department.

(h) The San Francisco Public Utilities Commission may provide energy- or water-related technical project design review assistance directly to City project teams or through technical assistance contracts.

(Added as Sec. 709 by Ord. 88-04, File No. 030679, App. 5/27/2004; renumbered and amended by Ord. [204-11](#), File No. 110854, App. 10/11/2011, Eff. 11/10/2011; Ord. [52-17](#), File No. 161287, App. 3/17/2017, Eff. 4/16/2017)

(Former Sec. 704 added and previous Sec. 704 repealed by Ord. 88-04, File No. 030679, App. 5/27/2004; repealed by Ord. [204-11](#), File No. 110854, App. 10/11/2011, Eff. 11/10/2011)

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## SEC. 705. LEED CERTIFICATION REQUIREMENTS FOR MUNICIPAL CONSTRUCTION PROJECTS.

Except as otherwise provided by the City's Charter,

(a) In addition to complying with this Chapter (except that municipal construction projects located on property owned or managed by the Port of San Francisco will not be subject to Sections 705 and 706 of this Chapter), municipal construction projects are subject to the applicable building codes in effect at the time of permit application. Municipal construction projects located within the City and County of San Francisco shall comply with the requirements of the San Francisco Green Building Code, except that municipal construction projects located on property owned or managed by the Port of San Francisco shall comply with the Port of San Francisco Green Building Standards Code, and municipal construction projects located at the San Francisco International Airport, which shall comply with this Chapter and the California Building Standards Code (CCR Title 24). All other municipal construction projects located outside the City and County of San Francisco shall comply with this Chapter and the local building code promulgated by the authority having jurisdiction.

(b) As described in this Chapter, the LEED rating system shall be used to certify the environmental design of the City's municipal construction projects. The minimum requirement for municipal construction projects of 10,000 gross square feet or more shall be LEED Gold certification by GBCI.

(c) Municipal construction projects shall demonstrate compliance with locally-required measures as provided in Section 706 of this Chapter.

(d) **Operative Date.** This section shall apply to any municipal construction project otherwise subject to the provisions of this Chapter 7 where LEED project registration takes place on or after November 1, 2016.

(e) **Municipal construction projects Less Than 10,000 Gross Square Feet.** For municipal construction projects less than 10,000



gross square feet and for municipal construction projects of any size not meeting the Minimum Program Requirements to be eligible for LEED certification, the sponsoring City department, in consultation with a LEED AP with specialty, shall prepare and submit a conceptual design phase LEED Scorecard to the Department for informational and reporting purposes. The conceptual design phase LEED Scorecard shall demonstrate the maximum LEED credits that are practicable for the project. The sponsoring City department shall pursue these LEED credits throughout the design and construction process. The sponsoring City department, in consultation with a LEED AP with specialty, shall prepare and submit a final as-built LEED Scorecard to the Department indicating all LEED credits that would be achieved if the project had been certified. Documentation of LEED credits is not required for these projects. Municipal construction projects less than 10,000 gross square feet are subject to all applicable local ordinances and requirements, including but not limited to, Construction and Demolition Debris Management, Recycling by Occupants, Construction Site Runoff Pollution Prevention, Stormwater Control, and Water Efficient Irrigation, as well as the requirements of the California Green Building Standards Code (CCR Title 24, Part 11).

(f) **Municipal construction projects of 10,000 Gross Square Feet or More.** For municipal construction projects with square footage of 10,000 gross square feet or more the following applies:

(1) **Conceptual Design Phase.** During the conceptual design phase, the sponsoring City department shall assemble a design team, which shall include a LEED AP with specialty assigned to be the LEED Project Administrator. The LEED Project Administrator shall prepare and submit a conceptual phase LEED Scorecard to the Department for review by the Task Force. The conceptual phase LEED Scorecard shall demonstrate a LEED v4 Gold rating or higher, including all locally- required measures. The Task Force shall review and make recommendations on the conceptual LEED Scorecard within 35 days of submittal.

(2) **Schematic Design, Design Development and Construction Document Phases.** During the Schematic Design phase, the LEED Project Administrator shall register the municipal construction project with GBCI as a LEED registered project. At the conclusion of each design phase (Schematic Design, Design Development, and Construction Documents), the LEED Project Administrator shall submit an updated LEED Scorecard to the Department; the Scorecard shall demonstrate a LEED v4 Gold rating or higher for the municipal construction project, including locally- required measures. These interim LEED Scorecards shall be available for review by the Task Force.

(3) **Project Closeout.** At the completion of construction, the LEED Project Administrator shall submit the final LEED documentation to the GBCI for certification. Upon receiving the LEED certification from GBCI, the LEED Project Administrator shall submit a copy of the LEED certificate and the final LEED Scorecard to the Department for review by the Task Force.

(g) The USGBC regularly updates the LEED rating system. The Director shall adopt by regulation the current applicable versions of LEED pursuant to Section 703(b).

(Added as Sec. 707 by Ord. 88-04, File No. 030679, App. 5/27/2004; renumbered and amended by Ord. [204-11](#), File No. 110854, App. 10/11/2011, Eff. 11/10/2011; Ord. [52-17](#), File No. 161287, App. 3/17/2017, Eff. 4/16/2017; Ord. [250-18](#), File No. 180002, App. 11/2/2018, Eff. 12/3/2018)

(Former Sec. 705 added and previous Sec. 705 repealed by Ord. 88-04, File No. 030679, App. 5/27/2004; Ord. 103-10, File No. 090584, App. 5/21/2010; repealed by Ord. [204-11](#), File No. 110854, App. 10/11/2011, Eff. 11/10/2011)

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## SEC. 705.1. RESERVED.

(Added by Ord. 88-04, File No. 030679, App. 5/27/2004; amended by Ord. 103-10, File No. 090584, App. 5/21/2010; repealed by Ord. [204-11](#), File No. 110854, App. 10/11/2011, Eff. 11/10/2011)

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## SEC. 705.2. RESERVED.

(Added by Ord. 88-04, File No. 030679, App. 5/27/2004; amended by Ord. 103-10, File No. 090584, App. 5/21/2010; repealed by Ord. [204-11](#), File No. 110854, App. 10/11/2011, Eff. 11/10/2011)

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## SEC. 705.3. RESERVED.

(Added by Ord. 88-04, File No. 030679, App. 5/27/2004; amended by Ord. 103-10, File No. 090584, App. 5/21/2010; renumbered as Sec. 710 and amended by Ord. [204-11](#), File No. 110854, App. 10/11/2011, Eff. 11/10/2011)

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## SEC. 705.4. RESERVED.

(Added by Ord. 88-04, File No. 030679, App. 5/27/2004; amended by Ord. 103-10, File No. 090584, App. 5/21/2010; renumbered as Sec. 711 and amended by Ord. [204-11](#), File No. 110854, App. 10/11/2011, Eff. 11/10/2011)

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## SEC. 705.5. RESERVED.

(Added by Ord. 88-04, File No. 030679, App. 5/27/2004; amended by Ord. 103-10, File No. 090584, App. 5/21/2010; renumbered as Sec. 707 and amended in its entirety by Ord. [204-11](#), File No. 110854, App. 10/11/2011, Eff. 11/10/2011)

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## SEC. 706. LOCALLY-REQUIRED MEASURES FOR MUNICIPAL CONSTRUCTION PROJECTS.

All municipal construction projects shall comply with the following locally-required measures:

(a) **Stormwater Management.** Municipal construction projects that create and/or replace 5,000 or more square feet of impervious surface in separate and combined sewer areas, and projects that create and/or replace from 2,500 up to but not including 5,000 square feet of impervious surface in separate sewer areas only, shall implement construction stormwater controls that comply with the

Stormwater Management Ordinance (Public Works Code Sections 147-147.6).

(b) **Construction Site Runoff.** Municipal construction projects that involve land-disturbing activities on 5,000 or more square feet of ground surface shall implement construction site run-off best management practices in compliance with the Construction Site Runoff Ordinance (Public Works Code Sections 146-146.11). Persons commencing Construction Projects after January 1, 2014, must obtain a Construction Site Runoff Control Permit prior to the commencement of land-disturbing activities.

(c) **Indoor Water Use Reduction.** Municipal construction projects subject to a LEED certification requirement shall demonstrate a minimum 30% reduction in the use of indoor potable water, as calculated to meet and achieve LEED credit Indoor Water Use Reduction.

(d) **Renewable Energy Efficiency, Better Roofs, and Energy Resilience.**

(1) As provided in Administrative Code Section 99.3, the municipal construction project shall receive electric service from the San Francisco Public Utilities Commission (“SFPUC”) unless SFPUC determines that such service is not feasible or that the City’s lease or contract, if any, does not permit such service. The municipal construction project design team shall work with SFPUC to arrange for electric service and shall confer with SFPUC on renewable energy opportunities and interconnection requirements for municipal construction projects, including photovoltaics and solar hot water.

(2) For municipal construction projects subject to a LEED certification requirement, the design team shall demonstrate that the project meets LEED prerequisite Minimum Energy Performance EA 1 Energy Performance requirement and demonstrates compliance with Title 24, Part 6 California Energy Standards in effect at the time of the permit application.

(3) For each municipal new construction or whole building major renovation project the project design team shall set a target for annual net energy consumption, and report this target to the Task Force. The Department in collaboration with the Task Force shall provide guidance as to the tools and methods to be used for setting annual net energy consumption targets. This provision shall apply to projects for which the initial appropriation request, either whole or partial, is submitted to the Board of Supervisors after March 1, 2017.

(4) For each municipal new construction or whole building major renovation project with an estimated height of no more than three stories above grade, project design teams shall determine the feasibility of designing and constructing such project to have zero net annual site energy consumption, including all building end uses. The Department in collaboration with the Task Force shall provide guidance as to the tools and methods to be used for determining feasibility. The design team shall submit determinations of feasibility to the Task Force. This provision shall apply to projects for which the initial appropriation request, either whole or partial, is submitted to the Board of Supervisors after March 1, 2017.

(5) Each municipal new construction project shall include a combination of photovoltaic, solar thermal, and/or living roof area, meeting the requirements of Planning Code Section 149 and San Francisco Green Building Code Chapter 5, Division 5.2, or demonstrate the applicability of any exceptions to those requirements. Compliance with the Living Roofs Alternative approved by the Planning Department in accordance with Planning Code Section 149 shall be acceptable in lieu of compliance with San Francisco Green Building Code Sections 5.201.2 and 5.201.1.3. In such cases, the applicable requirements of CCR Title 24, Part 6, Section 110.10 for the solar zone shall continue to apply.

(6) For each municipal new construction or whole building major renovation project, the project design team shall analyze the costs and benefits of incorporating onsite batteries that store electricity from onsite solar photovoltaic systems and can be temporarily separated from the electricity grid to supply the community with electricity in the event of disaster. The Task Force, in consultation with Department of Emergency Management, shall define the building types subject to this requirement and parameters for sizing batteries and analyzing costs and benefits. Cost-benefit analyses shall be submitted to the Task Force and Department of Emergency Management. This provision shall apply to projects for which the initial appropriation request, either whole or partial, is submitted to the Board of Supervisors after March 1, 2017, and shall remain in effect through December 31, 2025.

(7) Each Municipal New Construction or Major Renovation Project for which the first building permit application is submitted on or after January 1, 2020 shall be All-Electric, except as follows:

(A) Natural Gas or propane service and plumbing may be installed if necessary for processes or features separate from the operation of systems integral to Building functions, such as vehicle fueling and mechanic shop equipment.

(B) Existing equipment that uses Natural Gas and serves the project area, but is outside the scope of the project, may be retained. Projects which both (i) are served by existing equipment that use Natural Gas and are outside the scope of work, and (ii) include upgrade to electric service in the project scope of work, are encouraged to include sufficient electrical service capacity to, in the future, replace existing systems that use Natural Gas with All-Electric systems.

(C) Emergency backup electricity generation systems may use any combination of technologies permitted under applicable law, including combustion of fossil fuels. Zero-emissions emergency backup electricity systems are encouraged, such as onsite batteries that store electricity from onsite solar photovoltaics.

(D) Pursuant to approval of a Waiver under Section 713 of this Chapter 7.

(e) **Commissioning.** For each municipal construction project subject to a LEED certification requirement, the design team shall demonstrate that the project achieves Option 1 of LEED credit Enhanced and Monitoring-Based Commissioning, in addition to LEED prerequisite Fundamental Commissioning and Verification.

(f) **Construction Debris Management.** All municipal construction projects shall demonstrate a minimum 75% diversion from landfill. For all municipal construction projects subject to a LEED certification requirement, the LEED Project Administrator shall submit documentation verifying that the project achieves LEED credit Construction and Demolition Waste Management (75%; 2 points). The project must also satisfy the requirements of Section 708.

(g) **Indoor Air Quality.** For each municipal construction project subject to a LEED certification requirement, the LEED Project Administrator shall submit documentation verifying that the project achieves LEED credit Enhanced Indoor Air Quality Strategies (1 point), LEED credit Construction Indoor Air Quality Management Plan (1 point), and LEED credit Indoor Air Quality Assessment Option 2: Air Testing (2 points).

(h) **Low Emitting Materials.** For each municipal construction project subject to a LEED certification requirement, the LEED Project Administrator shall submit documentation verifying that the project achieves LEED Low Emitting Materials (3 points).

(i) **Toxics Reduction and Pollution Prevention.**

(1) For all municipal new construction, major renovation and tenant improvement projects that include furniture within the project scope, or for purchases made by or on behalf of City departments for these projects, the purchased furniture shall comply with regulations promulgated under this Chapter pertaining to the following environmental attributes, subject to verification by the Department of the Environment:

- (A) Added flame retardant chemicals;
- (B) Emissions of volatile organic compounds (VOCs);
- (C) Use of certified wood;
- (D) Polyvinyl chloride (PVC) content;
- (E) Antimicrobial chemicals;
- (F) Fluorinated chemicals;
- (G) Required ecolabels; and
- (H) Other environmental attributes, consistent with this Chapter.

(2) For all municipal new construction, major renovation and tenant improvement projects, and for purchases made by or on behalf of City departments for such projects, interior surfaces, including but not limited to countertops, doorknobs, handles, wall paints, and carpet, where these features are included within the project scope, shall comply with regulations promulgated under this Chapter pertaining to the following attributes, subject to verification by the Department of the Environment:

- (A) Emissions of volatile organic compounds (VOCs);
- (B) Fluorinated chemicals;
- (C) Recycled content and recyclability;
- (D) Antimicrobial chemicals;
- (E) Required ecolabels; and
- (F) Other environmental attributes, consistent with this Chapter.

(3) These requirements shall apply to projects for which the initial appropriation request, either whole or partial, is submitted to the Board of Supervisors after March 1, 2017.

(Added by Ord. [204-11](#), File No. 110854, App. 10/11/2011, Eff. 11/10/2011; amended by Ord. [71-16](#), File No. 160154, App. 5/6/2016, Eff. 6/5/2016, Oper. 1/1/2017; Ord. [52-17](#), File No. 161287, App. 3/17/2017, Eff. 4/16/2017; Ord. [250-18](#), File No. 180002, App. 11/2/2018, Eff. 12/3/2018; Ord. [8-20](#), File No. 190972, App. 2/7/2020, Eff. 3/9/2020, Retro. 1/1/2020)

(Former Sec. 706 added and previous Sec. 706 repealed by Ord. 88-04, File No. 030679, App. 5/27/2004; renumbered as Sec. 708 and amended by Ord. [204-11](#), File No. 110854, App. 10/11/2011, Eff. 11/10/2011)

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## **SEC. 707. COLLECTION, STORAGE AND LOADING OF RECYCLABLE AND COMPOSTABLE MATERIALS.**

(a) City departments shall ensure that adequate, accessible, and convenient recycling, composting and trash areas are provided within City-owned facilities and leaseholds, and that all contract documents for construction activities contain this requirement. In accordance with the City and County of San Francisco's solid-waste diversion goals, and the Mandatory Recycling and Composting Ordinance (Chapter 19 of the Environment Code), the departments shall provide sufficient space to allow the collection, storage and loading of 100% of the facility's recyclable, compostable and trash materials. That space must be sufficient to accommodate containers consistent with both current methods and goals of refuse collection, storage and loading, and with projected needs when full zero waste goals are met.

(1) All areas designated for the collection, storage and loading of recyclable, compostable and trash materials shall be integrated into the design and construction of the project. The departments shall ensure that areas for collection, storage and loading of recyclable and compostable materials are at least as convenient and usable as spaces provided for non-recyclable waste disposal, and located in the same areas whenever possible. When separate locations must be provided due to space constraints, the locations for collection, storage and loading of recyclable and compostable materials shall be at least as convenient as non-recyclable trash disposal locations.

(2) All areas designated for the collection, storage and loading of recyclable, compostable and trash materials shall allow for easy access to the containers by collection vehicles.

(3) Each interior space shall include adequate area designed and designated for collection and storage of recyclable, compostable and trash materials.

(4) Any chute system for solid-waste disposal shall be designed for equal convenience to all users to separate the three refuse streams of trash, recycling and compostable materials.

(b) **Surplus Furniture, Equipment, Computers and Supplies.** The Virtual Warehouse Program facilitates the reuse, recycling, and disposal of surplus City materials. To the extent permitted by law, all surplus furniture, equipment, computers and supplies purchased with San Francisco City and County funds shall be turned in to the Virtual Warehouse. Before buying any new furniture, equipment or supplies, City employees shall check the Virtual Warehouse for available products that meet their needs.

(c) City departments are required to recycle used fluorescent and other mercury containing lamps, batteries, and universal waste as defined by California Code of Regulations Section 66261.9.

(Added as Sec. 705.5 by Ord. 88-04, File No. 030679, App. 5/27/2004; amended by Ord. 103-10, File No. 090584, App. 5/21/2010; renumbered and amended in its entirety by Ord. [204-11](#), File No. 110854, App. 10/11/2011, Eff. 11/10/2011; Ord. [52-17](#), File No. 161287, App. 3/17/2017, Eff. 4/16/2017)

(Former Sec. 707 added and previous Sec. 707 repealed by Ord. 88-04, File No. 030679, App. 5/27/2004; renumbered as Sec. 705 and amended by Ord. [204-11](#), File No. 110854, App. 10/11/2011, Eff. 11/10/2011)

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## **SEC. 708. CONSTRUCTION AND DEMOLITION DEBRIS MANAGEMENT.**

(a) This requirement applies to all Construction and/or Demolition Projects at City-owned Facilities and City leaseholds, regardless of size of the project, located within the nine counties surrounding the San Francisco Bay. All City departments shall ensure that each Construction and/or Demolition Project subject to this Section shall meet the following requirements:

(1) The Contractor shall employ the following hierarchy of highest and best use for handling Construction & Demolition ("C&D") debris as follows:

- (A) Implement reduced material usage or reuse of materials before any recycling;
- (B) Implement recycling of source-separated material before any recycling of mixed C&D debris material;
- (C) Implement recycling of mixed C&D debris before all other forms of disposal.

(2) The contractor shall manage all project C&D debris materials to meet a minimum diversion rate of 75 percent. The Director may increase the minimum diversion rate by regulation under Section 703(b) based on the Director's assessment of infrastructure, markets and materials available to support the new rate.

(3) The contractor is prohibited from sending any C&D debris material directly to a landfill without submitting a request to and receiving approval from the Department. The request must demonstrate that all reuse and recycling options for the material have been evaluated and determined to be not possible. A request to send C&D material directly to landfill must demonstrate that beneficial reuse of the material is employed, if possible, before any material is used as alternative daily cover (ADC), and that material is used as landfill disposal only as a last resort if necessary, and shall include documentation such as a written statement by the landfill operator that the material will be used as designated.

The contractor should submit any initial request for approval to send C&D debris material directly to a landfill to the Department at the same time the contractor submits the Construction and Demolition and Debris Management Plan (CDDMP) to the City Representative, as provided in subsection (b)(2)(A)(ii), below. But if unforeseen circumstances affect the material during the project, the contractor may at that time submit an additional or amended request to the Department for its review and possible approval.

(4) The contractor is prohibited from sending any C&D debris materials directly to any facility that would incinerate such debris or otherwise process such debris using high temperature conversion technology, unless the debris is used as boiler fuel in BioMass Energy Generation, which will only be allowed after the contractor has submitted a request to and received approval from the Department. The contractor shall demonstrate in the request that all reuse and recycling options for the material have been evaluated and determined to be not possible.

(5) No solid waste or C&D debris material shall be buried or otherwise disposed of on the project site, unless engineered and processed on site for on-site reuse such as engineered backfill or landscaping; any such use shall be documented on all C&D debris material management plans and reports.

(6) In order for C&D debris to be considered hazardous, such as containing asbestos or lead, it shall be tested and determined to be hazardous by an independent professional, such as a Cal/OSHA Certified Asbestos Consultant. The waste determination and other verification shall be included with the C&D Debris Management Plan, together with a list of hazardous materials found at the project site and plans for proper disposal.

(b) **Construction and Demolition Debris Management Plan.** The contract between the City department and the contractor shall require the contractor responsible for construction and/or demolition debris material management to:

(1) Conduct a site assessment to estimate the types of materials that will be generated during the construction and/or demolition project, including packaging or shipping materials.

(2) Complete a plan as set forth below describing procedures for reuse, recycling and material management.

(A) **Plan Requirements.** The contract between the City department and the contractor shall require that:

(i) After award of the contract and prior to commencement of the demolition or construction project, the City Representative shall ensure that the contractor develops a plan for managing C&D debris material from the project to meet the requirements of this Section.

(ii) The contractor shall prepare, sign and submit a Construction and Demolition Debris Management Plan ("CDDMP") to the City Representative. The City Representative shall review the plan to ensure the contractor and the City are maximizing highest and best use of all C&D debris material and are meeting the requirements of this Section. The City Representative shall, if appropriate, approve and sign the CDDMP to ensure that the contractor abides by all requirements of this Section.

(B) The Director shall specify the form of the CDDMP by regulation pursuant to Section 703(b). The form shall include, but not be limited to:

(i) Contractor and project identification information;

(ii) Procedures to be used for C&D debris management;

(iii) A list of the materials generated from the project, their estimated weight by tons, and how they will be reused, recycled, or otherwise handled; and,

(iv) The names and locations of reuse and recycling facilities or sites, and companies that will transport the material.

(3) If the project involves a Full Demolition Permit from the code official having jurisdiction, or if the projected cost of the project exceeds \$100,000, or as may be required by the Department, the City Representative shall send the approved CDDMP to the Department for optional review and approval.

(c) **Summary of Diversion; Disposal.** The contract between the City department and the contractor shall require that:

(1) With each application for progress payment, the contractor shall submit a signed Summary of Diversion to the City Representative showing C&D debris material diversion and disposal coinciding with the time period of the progress payment. This summary shall quantify all materials generated by the municipal construction and/or demolition project, and how they were diverted from disposal through reuse or recycling, plus supporting documentation in the form of weight slips or other similar proof. The means used to reuse or recycle debris material must be consistent with the Construction and Demolition Debris Management Plan ("CDDMP") for the project. No material may be taken to any landfill without prior approval pursuant to Section 708(a)(3), and landfill documentation provided with the Summary of Diversion must show that material was used as specified in the CDDMP. Failure to submit the Summary of Diversion and supporting documentation to the City Representative shall render the application for progress payment incomplete and delay progress payment. The Summary of Diversion must be submitted on a form specified by regulation of the Director under Section 703(b).

(2) The City Representative shall review and, if appropriate, sign as approved, the Summary of Diversion and supporting documentation to ensure that the contractor is adhering to the approved CDDMP, and that the reported diversion rate is correct. The City Representative shall send the Department a copy of the approved Summary of Diversion for any projects subject to subsection (b)(3).

(d) **Final Diversion Report.** The contract between the City department and the contractor shall require that:

(1) A Final Diversion Report signed by the contractor showing the weight of C&D debris material diverted for the entire construction and/or demolition project and the overall diversion rate achieved shall be prepared and submitted to the City Representative for approval prior to final payment. The Final Diversion Report will be submitted on a form established by regulation, pursuant to Section 703(b).

(2) The City Representative will send an approved copy of the Final Diversion Report to the Department. The City Representative shall retain all supporting documentation and make it available to the Department upon request.

(e) **Retention of Records.** The City Representative shall retain all C&D Debris Management Plans, Summaries of Diversion, Final Diversion Reports and all supporting documentation after completion of the project for a period of time determined by the Department by regulation.

(f) **Revenue.** Revenues or other savings obtained from recycled or reused materials shall accrue to the City department or the contractor as negotiated between them and embodied in the contract.

(g) All factual representations required by this Section shall be signed under penalty of perjury.

(h) All forms and documentation required by this Section will be submitted electronically, if possible.

(i) **Enforcement.** The Director and his or her designee may administer all provisions of this section and enforce those provisions by any lawful means available for such purpose except as otherwise provided in this Chapter.

(Added as Sec. 706 by Ord. 88-04, File No. 030679, App. 5/27/2004; renumbered and amended by Ord. [204-11](#), File No. 110854, App. 10/11/2011, Eff. 11/10/2011; amended by Ord. [52-17](#), File No. 161287, App. 3/17/2017, Eff. 4/16/2017)

(Former Sec. 708 added by Ord. 88-04, File No. 030679, App. 5/27/2004; renumbered as Sec. 713 and amended by Ord. [204-11](#), File No. 110854, App. 10/11/2011, Eff. 11/10/2011)

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## SEC. 709. WATER CONSERVATION RETROFIT REQUIREMENTS.

(a) On or before January 1, 2017, the City department responsible for any City-owned facility's operation and maintenance shall take all steps necessary to bring the facility into compliance with this ~~Section~~ **Page 54**



(b) The City department shall use San Francisco Public Utilities Commission (“SFPUC”) guidelines to determine which of the following provisions applies.

**(c) Water Conservation Requirements for Water Closets (Toilets) and Urinals.**

(1) This subsection applies to all City-owned facilities.

(2) City leaseholds are subject to the all the requirements of the Commercial Water Conservation Ordinance of Chapter 13A of the San Francisco Building Code, including provisions requiring the replacement of non-compliant water closets and urinals on or before January 1, 2017.

(3) The responsible City department shall ensure that all water closets in City-owned facilities with a rated flush volume exceeding 1.6 gallons per flush are replaced with high-efficiency water closets that use no more than 1.28 gallons per flush. All wall-mounted urinals with a rated flush volume exceeding 1.0 gallon per flush shall be replaced with high-efficiency urinals that use no more than 0.125 gallons per flush. All non-wall mounted urinals with a rated flush volume exceeding 1.0 gallon per flush shall be replaced with high-efficiency urinals that use no more than 0.5 gallons per flush.

(4) The responsible City department shall replace the bowl and flushometer valve together in all City-owned facilities to meet high-efficiency standards for flushometer type water closets and urinals. The responsible City department shall replace the bowl and tank together to meet high-efficiency standards for tank type water closets.

(5) The responsible City department shall be responsible for the costs of compliance and for ensuring that all applicable contract documents for the replacement of water closets and urinals contain the above requirement.

(6) Installation of water closets and urinals:

(A) City departments purchasing water closets and urinals may only purchase high-efficiency water closets and urinals listed by the General Manager of the SFPUC.

(B) City departments shall confer with the General Manger of the SFPUC and incorporate technical assistance and water conservation audit findings in project plans.

(7) City departments shall comply with inspection findings determined to be necessary by the General Manager of the SFPUC to ensure that all fixtures have been properly installed for buildings subject to the requirements in subsection (c)(3) where four or more high-efficiency water closets or urinals are replaced.

(8) Should the General Manager of the SFPUC determine that water closets and urinals that are more water-efficient than those specified in the foregoing sections exist City departments shall install fixtures identified on a SFPUC list of other water-efficient water closets and urinals that City departments may use pursuant to Section 703(b).

**(d) Water Conservation Requirements for Shower Heads.**

(1) This subsection applies to all City-owned facilities.

(2) City leaseholds are subject to the Commercial Water Conservation Ordinance of Chapter 13A of the San Francisco Building Code, including provisions requiring the replacement of non-compliant showerheads on or before January 1, 2017.

(3) The City department responsible for any City-owned facility’s operation and maintenance shall take all necessary steps to ensure that all showerheads in the facility having a maximum flow rate exceeding 2.5 gallons per minute are replaced with shower heads having a maximum flow rate, not to exceed 1.5 gallons per minute.

(4) The City department shall be responsible for the costs of compliance and for ensuring that all applicable contract documents for the replacement of showerheads contain the above requirement.

(5) Should the General Manager of the SFPUC determine that shower heads that are more water efficient than those specified in the foregoing section exist, City departments shall install fixtures identified on a San Francisco Public Utilities Commission list of other water-efficient shower heads that City departments may use pursuant to Section 703(b).

**(e) Water Conservation Requirements for Faucets and Faucet Aerators.**

(1) This subsection applies to all City-owned facilities.

(2) City leaseholds are subject to requirements of the Commercial Water Conservation Ordinance of Chapter 13A of the San Francisco Building Code, including provisions requiring the replacement of non-compliant faucets and faucet aerators on or before January 1, 2017.

(3) The City department responsible for any City-owned facility’s operation and maintenance shall take all necessary steps to ensure that all faucets and faucet aerators in the facility with a maximum flow rate exceeding 2.2 gallons per minute are replaced with fixtures having a maximum flow rate not to exceed 0.5 gallons per minute per appropriate site conditions.

(4) The City department shall be responsible for the costs of compliance and for ensuring that all applicable contract documents for the replacement of faucet or faucet aerators containing the above requirement.

(5) Should the General Manager of the SFPUC determine that faucet aerators that are more water efficient than those specified in the foregoing section exist, City departments shall install fixtures identified on a SFPUC list of other water-efficient faucets or faucet aerators that City departments may use pursuant to Section 703(b).

(Added by Ord. [204-11](#), File No. 110854, App. 10/11/2011, Eff. 11/10/2011; amended by Ord. [52-17](#), File No. 161287, App. 3/17/2017, Eff. 4/16/2017; Ord. [250-18](#), File No. 180002, App. 11/2/2018, Eff. 12/3/2018)

(Former Sec. 709 added by Ord. 88-04, File No. 030679, App. 5/27/2004; renumbered as Sec. 704 and amended by Ord. [204-11](#), File No. 110854, App. 10/11/2011, Eff. 11/10/2011)

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## SEC. 710. RESERVED.

(Added as Sec. 705.3 by Ord. 88-04, File No. 030679, App. 5/27/2004; amended by Ord. 103-10, File No. 090584, App. 5/21/2010; renumbered and amended by Ord. [204-11](#), File No. 110854, App. 10/11/2011, Eff. 11/10/2011; repealed by Ord. [52-17](#), File No. 161287, App. 3/17/2017, Eff. 4/16/2017)

(Former Sec. 710 added by Ord. 88-04, File No. 030679, App. 5/27/2004; renumbered as Sec. 712 and amended by Ord. [204-11](#), File No. 110854, App. 10/11/2011, Eff. 11/10/2011)

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## SEC. 711. INDOOR ENVIRONMENTAL QUALITY.

(a) The requirements of this Section apply to all City-Owned Facilities and City leaseholds.

(b) The San Francisco Department of Public Health ("DPH"), in consultation with the Department, shall track Indoor Environmental Quality (IEQ) problems, including indoor air pollution, fumes, odors, humidity problems, and thermal and acoustical comfort issues, in City-owned buildings and City leaseholds through the Department of Public Works and the Real Estate Division's Computerized Maintenance Management System (CMMS).

(c) City Departments not using the CMMS may complete a voluntary annual survey of IEQ information.

(d) DPH shall compile tracking information from the CMMS and survey results into an annual analysis including commonalities among complaints and preventative techniques. The annual survey results and analysis will provide information with which to provide better solutions to IEQ problems and improve IEQ policy-making.

(e) DPH will coordinate research and interventions relating to the causes, effects, extent, prevention, and control of indoor pollution, and will disseminate outcomes to City departments.

(f) Pursuant to Section 703(a)(2), the Department, in consultation with DPH, will provide outreach and education programs for City Departments and design professionals on the importance of IAQ management in the design, construction, operation and maintenance of municipal buildings.

(g) Construction specifications and facility maintenance protocols for City-owned Facilities and City Leaseholds shall include the following:

(1) Implementation of moisture and mold management practices during the design, construction and maintenance of a building. City-owned Facilities and City Leaseholds shall have a system in place that provides prompt response and remediation for moisture infiltration, water damage and/or mold.

(2) For new construction, elimination of building materials manufactured with lead. Eliminated materials are established by regulation, pursuant to Section 703(b).

(h) Additional IEQ construction specifications and facility maintenance protocols for City-owned Facilities and City Leaseholds may be adopted by regulation pursuant to Section 703(b).

(Added as Sec. 705.4 by Ord. 88-04, File No. 030679, App. 5/27/2004; amended by Ord. 103-10, File No. 090584, App. 5/21/2010; renumbered and amended by Ord. [204-11](#), File No. 110854, App. 10/11/2011, Eff. 11/10/2011)

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## SEC. 712. REPORT TO THE BOARD OF SUPERVISORS.

No later than July 1, 2018, the Director, in consultation with the Task Force and affected City departments and with input from members of the public who have asked to be informed by the Task Force or the Department, shall submit to the Board of Supervisors a report on the effects of this Chapter, including but not limited to the following:

(1) A report of the compliance of municipal construction projects under the LEED rating system, including a report on waivers;

(2) A report of City departments' compliance with this Chapter;

(3) An assessment of whether this Chapter has achieved its stated goals; and

(4) Recommended changes, if any, to this Chapter.

(Added as Sec. 710 by Ord. 88-04, File No. 030679, App. 5/27/2004; renumbered and amended by Ord. [204-11](#), File No. 110854, App. 10/11/2011, Eff. 11/10/2011; Ord. [52-17](#), File No. 161287, App. 3/17/2017, Eff. 4/16/2017)

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## SEC. 713. WAIVERS.

(a) Waivers from the requirements of this Chapter are available under the following circumstances:

(1) **Emergency.** A City department may grant itself a waiver from any requirement of this Chapter, except the requirements of Section 706(a), when it is necessary to respond to an emergency which endangers public health or safety. In such case, the City

department shall report to the Director on a form provided by the Director regarding the emergency that prevented compliance with this Chapter within five business days. City departments desiring an emergency waiver from the requirements of Section 706(a) shall confer with the General Manager of the San Francisco Public Utilities Commission.

(2) **Cost Prohibitive.** If the sponsoring City department determines that compliance with this Chapter is cost prohibitive, a City department may request a waiver from any provision of this Chapter that is not otherwise required by the San Francisco Building Inspection Commission Codes, the Port of San Francisco Building Standards Code, or other state or local requirement. Waivers may be requested on a form provided by the Director and submitted to the Task Force. The Task Force shall provide the Director with a recommendation with respect to the waiver request. Where a project is located on property owned or managed by the Port of San Francisco, the Task Force shall provide the Executive Director of the Port of San Francisco with a recommendation with respect to the waiver request. The Director (or, where a project is located on property owned or controlled by the Port of San Francisco, the Executive Director of the Port of San Francisco) may grant a waiver upon a finding that the requesting City department project team has:

(A) Demonstrated which specific requirements are cost prohibitive as weighed against the potential economic, environmental and health benefits posed by a particular requirement; and

(B) If applicable for Section 705, or equivalent provisions in the Port of San Francisco Green Building Standards Code, developed a reasonable plan to maximize the number of LEED points attainable.

(3) **Alternate Compliance.** A City department may request a waiver from LEED Gold certification if utilizing an independently verified green building rating system or standard that is determined by the Task Force to be at least as stringent as LEED, or to be a more appropriate standard for a specific project. Such waiver requests shall provide justification and details for alternate compliance. Waivers for alternate compliance may be requested on a form provided by the Director and submitted to the Task Force. The Task Force shall provide the Director with a recommendation with respect to the waiver request. Where a project is located on property owned or managed by the Port of San Francisco, the Task Force shall provide the Executive Director of the Port of San Francisco with a recommendation with respect to the waiver request. The Director (or, where a project is located on property owned or managed by the Port of San Francisco, the Executive Director of the Port of San Francisco) may grant a waiver upon finding that the requester has provided adequate justification.

(4) **Other.** If, due to specific circumstances, compliance would defeat the intent of this Chapter or create an unreasonable burden on the municipal construction project or City department, the City department may request a waiver from that requirement on a form provided by the Director. The Task Force shall provide the Director with a recommendation with respect to the waiver request. Where a project is located on property owned or managed by the Port of San Francisco, the Task Force shall provide the Executive Director of the Port of San Francisco with a recommendation with respect to the waiver request. The Director (or, in the case of projects located on property owned or managed by the Port of San Francisco, the Executive Director of the Port of San Francisco) may grant a waiver upon a finding that the requesting City department has:

(A) Documented the circumstances and burdens at issue; and

(B) If applicable for Section 705, or equivalent provision in the Port of San Francisco Green Building Standards Code, developed a reasonable plan to maximize the number of LEED points attainable.

(b) After the end of the 50% Design Development Phase, the Director or the Executive Director of the Port of San Francisco will only accept waiver requests for consideration if the project design team can demonstrate extenuating circumstances, including but not limited to the following:

(1) Unforeseen site conditions; or

(2) Unavailability of specified system or products.

(c) The Director shall respond to a request for a waiver within 35 days.

(d) The Director (or, where a project is located on property owned or managed by the Port of San Francisco, the Executive Director of the Port of San Francisco) may not waive the requirements of Sections 706(a), 707, and 708, except in the case of emergencies as provided in subsection (a)(1) of this Section 713. Granting of a waiver for any requirement of this Chapter, or the Port of San Francisco Green Building Standards Code does not waive any requirement of the San Francisco Building Inspection Commission Codes, the Port of San Francisco Building Standards Code, or the California Building Standards Code (CCR Title 24, Part 6 and Part 11) as applicable.

(e) The Director (or, when a project is located on property owned or managed by the Port of San Francisco, the Port of San Francisco representative to the Task Force) shall regularly report to the Task Force on waivers requested, granted and denied. The Director in consultation with the Task Force shall report to the Commission on the Environment regularly on waivers requested, granted and denied.

(Added as Sec. 708 by Ord. 88-04, File No. 030679, App. 5/27/2004; renumbered and amended by Ord. [204-11](#), File No. 110854, App. 10/11/2011, Eff. 11/10/2011; amended by Ord. [75-14](#), File No. 140226, App. 5/28/2014, Eff. 6/27/2014; Ord. [52-17](#), File No. 161287, App. 3/17/2017, Eff. 4/16/2017)

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## SEC. 714. PREEMPTION.

The City recognizes that in some circumstances state or federal law governs some of the matters addressed in this Chapter. Nothing in this Chapter shall be interpreted or applied by a court or an agency of City government so as to create any requirement, power, or duty in conflict with federal or state law or with a requirement of any government agency, including any agency of City government, implementing federal or state law.

(Added by Ord. [52-17](#), File No. 161287, App. 3/17/2017, Eff. 4/16/2017)



PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW

Dept. Code: DPW

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

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

Type of Service: As-Needed Green Building, LEED Consulting & Commissioning Services

Funding Source: Interdepartmental Work Orders

PSC Amount: \$8,000,000

PSC Est. Start Date: 03/06/2017

PSC Est. End Date 06/30/2023

**1. Description of Work**

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

San Francisco Public Works is seeking highly qualified specialty consultants to provide professional Green/ Leadership in Energy and Environmental Design or "LEED" Building consulting services and post construction building monitoring, engineering, commissioning and performance optimization for City projects on "As Needed" basis. The services will focus on the following main areas; Green/LEED Building Consulting, Operational Monitoring and Retro-Commissioning, Building Energy Engineering and Design and Commissioning of New Buildings.

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

The City mandates and fully supports sustainable construction and green building. This enables the City to ensure City projects are designed and constructed with optimal performance in sustainability, for a greener building that conserves energy and provides occupant comfort and well-being. The Commissioning process also requires an independent process. Consequences of denial may result in the project's inability to meet City's Green Building Standards requirements (Chapter 7-Green Building Requirements for City Buildings of the San Francisco Environment Code) for sustainable/green building performance.

**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.**

Public Works had requested for this service in the past through PSC# 4094-07/08 approved 2/4/2008 for Third Party Commissioning Services for San Francisco General Hospital (SFGH). This service was also previously provided by San Francisco Public Utilities Commission (PUC), however, PUC no longer provides this service, thus resulting in Public Work's need to procure this service.

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

No.

**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.**

PSC duration exceeds 5 years to account for the time required to advertise and award. Duration of contract cannot exceed 5 years.

**2. Reason(s) for the Request**

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

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

**B. Explain the qualifying circumstances:**

The services requested will be provided intermittently on as needed basis for an array of city projects with varying scope. Having Consultants with in-house expertise capabilities to provide a menu option of services and expertise is beneficial to the City in that the projects pay for specific services required for their project.

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

**A. Specify required skills and/or expertise:** Green/LEED Building consultants, Commissioning and Performance Agents with expertise and specialization to perform operational monitoring, retro-commissioning, energy efficiency

evaluation and engineering, and Mechanical and Electrical Engineering with specialization in Efficient Energy Design and monitoring. These experts are required to possess Professional Engineering Licenses and/or LEED Accredited Professional certification from the United States Green Building Council.

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?**

There are no available resources with this specialty expertise.

**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 not applicable as by definition of the LEED Building Standard, it requires third party verification, evaluation and documentation of building 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, because City Staff cannot perform this work. LEED building certification should be done by a third party if consulting for City projects.

**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. Yes. Training of building operation, maintenance staff, and Engineers of the operation and maintenance of the installed building systems/elements per manufacturer's specification. The number of staff to be trained depends on the facility and the complexity of the building systems installed.

C. Are there legal mandates requiring the use of contractual services?  
Yes. Yes. San Francisco Environment Code - Chapter 7

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. Union Notification:** On 01/31/2017, 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: David Bui Phone: 415-554-6417 Email: david.bui@sfdpw.org

Address: 1155 Market Street, 4th Floor San Francisco, CA 94103

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

DHR Analysis/Recommendation:  
Commission Approval Required  
03/06/2017 DHR Approved for 03/06/2017

action date: 03/06/2017  
Approved by Civil Service Commission

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: POLICE -- POL

Dept. Code: POL

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

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

Type of Service: Parts and Service for Advanced Biosystems Instruments

Funding Source: General Fund

PSC Duration: 4 years

PSC Amount: \$160,000

**1. Description of Work**

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

Service engineers, trained and authorized to work on Applied Biosystems products, will provide maintenance service and proprietary parts on the SFPD Crime Lab's Applied Biosystems DNA Analysis instruments.

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

Crime lab instruments must be regularly serviced to be effective in supporting Criminalists in their casework. If instruments are not serviced, they cannot be used by the San Francisco Police Department to effectively help prosecute crime.

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.

This is a new PSC request.

D. Will the contract(s) be renewed?

It will likely be renewed.

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):

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

B. Explain the qualifying circumstances:

Only contractor staff are trained and authorized to maintain equipment.

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

A. Specify required skills and/or expertise: Contractor's service engineers participate in a multi-step process in order to obtain factory certification to work on our Advanced Biosystems instrumentation and software. This certification is renewed every two years to ensure that service engineers maintain knowledge and skills. They use only replacement parts that have been certified in the original manufacturing specifications. They carry a full range of service spares with them to provide a high percentage of first-visit call completions.

B. Which, if any, civil service class(es) normally perform(s) this work? 7334, Stationary Engineer;

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

Contractor will provide proprietary parts City cannot purchase.

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

None. City employees, considered a third party by the manufacturer, are not allowed to be service Advanced Biosystems instruments.

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

- A. Explain why civil service classes are not applicable.  
City employees cannot be certified service engineers by Advanced Biosystems.
- 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. City employees cannot be certified service engineers by Advanced Biosystems.

**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 is needed.
- 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. Union Notification:** On 03/25/2021, the Department notified the following employee organizations of this PSC/RFP request:  
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: Genie Wong Phone: (415) 837-7208 Email: Genie.Wong@sfgov.org

Address: 1245 - 3rd Street, 6th Floor San Francisco, CA 94158

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 44312 - 20/21

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/07/2021

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

**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [Genie.Wong@sfgov.org](mailto:Genie.Wong@sfgov.org)  
**To:** [Wong, Genie \(POL\); seichenberger@local39.org; MRainsford@local39.org; grojo@local39.org; Wong, Genie \(POL\); DHR-PSCCoordinator, DHR \(HRD\)](mailto:Wong, Genie (POL); seichenberger@local39.org; MRainsford@local39.org; grojo@local39.org; Wong, Genie (POL); DHR-PSCCoordinator, DHR (HRD))  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 44312 - 20/21  
**Date:** Thursday, March 25, 2021 12:55:54 PM

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RECEIPT for Union Notification for PSC 44312 - 20/21 more than \$100k

The POLICE -- POL has submitted a request for a Personal Services Contract (PSC) 44312 - 20/21 for \$160,000 for Initial Request services for the period 07/01/2021 – 06/30/2025. 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/16246> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT

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

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION -- PUC

Dept. Code: PUC

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

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

Type of Service: Inspection, maintenance, repair, and training for the building maintenance unit

Funding Source: 525 GG O&M

PSC Duration: 8 years 1 day

PSC Amount: \$413,280

**1. Description of Work**

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

The work consists of monthly inspections and maintenance to ensure the integrity and operation of the Tractel unit so building engineers and vendors may provide emergency services, maintenance, and window washing services to the SFPUC headquarters building. These services include training sessions for all persons who may utilize the Tractel unit.

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

The Tractel unit is a building maintenance equipment at the SFPUC's headquarters used by the building's engineering team and vendors for installation and repairs of windows and exterior venetian blinds, window washing services and emergency work. To utilize this equipment, it must be regularly inspected and maintained by Tractel. Without a contract, the SFPUC will not have access to the Tractel unit when emergency situations arise and when the Tractel unit is necessary to service the maintenance needs of the SFPUC.

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, this service has been provided by Tractel since completion of construction by contract CS-375 and subsequent contract extensions.

D. Will the contract(s) be renewed?

Yes

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 Tractel equipment is is proprietary to Tractel and they are the only entity authorized to service and maintain the equipment.

**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.

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

Regulatory or legal requirements, or requirements or mandates of funding source(s) which limit or preclude the use of Civil Service Employees. Include a copy of the applicable requirement or mandate.

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

B. Explain the qualifying circumstances:

Per Cal/OSHA Title 8 requirements, this complex equipment must undergo an inspection within 30 days before being used, whether for window washing or other building maintenance such as window glass replacement or wind sensor relocation, by a holder of a Scaffold Inspection and Testing License. This service represents a small quantity of highly specialized work. No. This contract represents a small amount of highly specialized work to inspect, maintain and repair the rooftop Building Maintenance Unit at 525 Golden Gate Avenue, and provide training on safe operation of the unit.



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

- A. Specify required skills and/or expertise: As the designer and manufacturer of the building maintenance unit (BMU), Tractel is the only company with access to all of the design and engineering information relevant to the equipment system. The inspectors and technicians employed by Tractel are all factory trained and certified, thus making them specially qualified to inspect and maintain the equipment. In addition, only Tractel's employees have access to the factory service manuals, update bulletins, and genuine replacement parts; no other vendor has access to these resources nor will be able to provide trainees with a manufacturer's certification.
- 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: Yes, Tractel is the only company with access to all of the design and engineering information relevant to the equipment. Tractel has access to the factory service manuals, update bulletins, and genuine replacement parts.

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

N/A

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

- A. Explain why civil service classes are not applicable.  
As the designer and manufacturer of the building maintenance unit (BMU), Tractel is the only company with access to all of the design and engineering information relevant to the equipment. Tractel staff are all factory trained and certified making them specially qualified to inspect and maintain the equipment. Tractel staff have access to the factory service manuals, update bulletins, and genuine replacement parts; no other vendor has access to these resources nor will be able to provide trainees with a manufacturer's certification.
- 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 contract represents a small amount of highly specialized work to inspect, maintain and repair the rooftop Building Maintenance Unit at 525 Golden Gate Avenue, and provide training on safe operation of the unit.

**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 contract? If so, please explain what that will entail; if not, explain why not.  
Yes. Yes. The agreement provides for two training sessions per year for building engineers and vendors utilizing the BMU. The agreement provides a rate for additional training as needed.
- C. Are there legal mandates requiring the use of contractual services?  
Yes. Yes. Per Cal/OSHA Title 8 requirements, this complex equipment must undergo an inspection within 30 days before being used, whether for window washing or other building maintenance such as window glass replacement or wind sensor relocation, by a holder of a Scaffold Inspection and Testing License.
- 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. Yes; CS-375 Tractel is currently in contract with SFPUC. The contract is set to expire 12/31/2021.

7. **Union Notification:** On 04/12/2021, 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: Shawndrea Hale Phone: (415) 551-4540 Email: shale@sflower.org

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 48752 - 20/21

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/07/2021

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

**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [shale@sfwater.org](mailto:shale@sfwater.org)  
**To:** [Hale, Shawndrea M.](mailto:Hale,Shawndrea.M.); [cmoyer@nccrc.org](mailto:cmoyer@nccrc.org); [Frigault, Noah \(HRC\)](mailto:Frigault, Noah (HRC)); [sfdpoa@icloud.com](mailto:sfdpoa@icloud.com); [Mjayne@iam1414.org](mailto:Mjayne@iam1414.org); [Emanuel, Rachel \(DEM\)](mailto:Emanuel, Rachel (DEM)); [laborers261@gmail.com](mailto:laborers261@gmail.com); [Laxamana, Junko \(BOS\)](mailto:Laxamana, Junko (BOS)); [jennifer.esteen@seiu1021.org](mailto:jennifer.esteen@seiu1021.org); [emathurin@cirseiu.org](mailto:emathurin@cirseiu.org); [abush@cirseiu.org](mailto:abush@cirseiu.org); [sbalaria@cirseiu.org](mailto:sbalaria@cirseiu.org); [anthony@dc16.us](mailto:anthony@dc16.us); [mlobre@sfpoa.org](mailto:mlobre@sfpoa.org); [tony@sfpoa.org](mailto:tony@sfpoa.org); [tracym@sfpoa.org](mailto:tracym@sfpoa.org); [mleach@ibt856.org](mailto:mleach@ibt856.org); [rooferslocal40@gmail.com](mailto:rooferslocal40@gmail.com); [sal@local16.org](mailto:sal@local16.org); [Criss@sfmea.com](mailto:Criss@sfmea.com); [Meyers, Julie \(HSA\)](mailto:Meyers, Julie (HSA)); [seichenberger@local39.org](mailto:seichenberger@local39.org); [Camaguey@sfmea.com](mailto:Camaguey@sfmea.com); [ablood@cirseiu.org](mailto:ablood@cirseiu.org); [kcartermartinez@cirseiu.org](mailto:kcartermartinez@cirseiu.org); [ecassidy@ifpte21.com](mailto:ecassidy@ifpte21.com); [WendyWong26@yahoo.com](mailto:WendyWong26@yahoo.com); [wendywong26@yahoo.com](mailto:wendywong26@yahoo.com); [sarah.wilson@seiu1021.org](mailto:sarah.wilson@seiu1021.org); [kschumacher@ifpte21.org](mailto:kschumacher@ifpte21.org); [kpage@ifpte21.org](mailto:kpage@ifpte21.org); [tjenkins@uapd.com](mailto:tjenkins@uapd.com); [eerbach@ifpte21.org](mailto:eerbach@ifpte21.org); [tmathews@ifpte21.org](mailto:tmathews@ifpte21.org); [amakayan@ifpte21.org](mailto:amakayan@ifpte21.org); [jb@local16.org](mailto:jb@local16.org); [Ricardo.lopez@sfgov.org](mailto:Ricardo.lopez@sfgov.org); [Basconcillo, Kathy](mailto:Basconcillo, Kathy); [Sandeep.lal@seiu1021.me](mailto:Sandeep.lal@seiu1021.me); [pcamarillo\\_seiu@sbcglobal.net](mailto:pcamarillo_seiu@sbcglobal.net); [MRainsford@local39.org](mailto:MRainsford@local39.org); [Wendy.Frigillana@seiu1021.org](mailto:Wendy.Frigillana@seiu1021.org); [pscreview@seiu1021.org](mailto:pscreview@seiu1021.org); [pkim@ifpte21.org](mailto:pkim@ifpte21.org); [agonzalez@iam1414.org](mailto:agonzalez@iam1414.org); [ted.zarzecki@seiu1021.net](mailto:ted.zarzecki@seiu1021.net); [leah.berlanga@seiu1021.org](mailto:leah.berlanga@seiu1021.org); [gail@sffdlocal798.org](mailto:gail@sffdlocal798.org); [cityworker@sfcwu.org](mailto:cityworker@sfcwu.org); [davidmkersten@gmail.com](mailto:davidmkersten@gmail.com); [djohnson@opcmlalocal300.org](mailto:djohnson@opcmlalocal300.org); [ramonliuna261@gmail.com](mailto:ramonliuna261@gmail.com); [ablood@cirseiu.org](mailto:ablood@cirseiu.org); [pkarinen@nccrc.org](mailto:pkarinen@nccrc.org); [tony@dc16.us](mailto:tony@dc16.us); [stevek@bac3-ca.org](mailto:stevek@bac3-ca.org); [xiumin.li@seiu1021.org](mailto:xiumin.li@seiu1021.org); [Sin.Yee.Poon@sfgov.org](mailto:Sin.Yee.Poon@sfgov.org); [smcgarry@nccrc.org](mailto:smcgarry@nccrc.org); [rmitchell@twusf.org](mailto:rmitchell@twusf.org); [grojo@local39.org](mailto:grojo@local39.org); [jduritz@uapd.com](mailto:jduritz@uapd.com); [staff@sfmea.com](mailto:staff@sfmea.com); [mike@dc16.us](mailto:mike@dc16.us); [khughes@ibew6.org](mailto:khughes@ibew6.org); [L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org); [sfmsa@gmail.com](mailto:sfmsa@gmail.com); [bart@dc16.us](mailto:bart@dc16.us); [david.canham@seiu1021.org](mailto:david.canham@seiu1021.org); [jtanner940@aol.com](mailto:jtanner940@aol.com); [oashworth@ibew6.org](mailto:oashworth@ibew6.org); [L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org); [laborers261@gmail.com](mailto:laborers261@gmail.com); [local200twu@sbcglobal.net](mailto:local200twu@sbcglobal.net); [speedy4864@aol.com](mailto:speedy4864@aol.com); [Christina@sfmea.com](mailto:Christina@sfmea.com); [ecdemvoter@aol.com](mailto:ecdemvoter@aol.com); [thomas.vitale@seiu1021.org](mailto:thomas.vitale@seiu1021.org); [Hale, Shawndrea M.](mailto:Hale, Shawndrea M.); [DHR-PSCCoordinator, DHR \(HRD\)](mailto:DHR-PSCCoordinator, DHR (HRD))  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 48752 - 20/21  
**Date:** Monday, April 12, 2021 3:56:24 PM

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CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

RECEIPT for Union Notification for PSC 48752 - 20/21 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 48752 - 20/21 for \$413,280 for Initial Request services for the period 01/01/2022 – 12/31/2029. 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/16319> 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)**

**3292 General**

(1) This article covers powered platform installations permanently dedicated to interior or exterior building maintenance of a specific structure or group of structures. This article does not apply to suspended scaffolds used for construction work and covered under Article 23 of the Construction Safety Orders. Building maintenance includes, but is not limited to, such tasks as window cleaning, caulking, metal polishing and reglazing. Note: It is recognized because of special site conditions that certain provisions contained in Article 5 may be applicable and can be used in conjunction with equipment and/or practices in this article.

(2) Effective date. This article is effective July 1, 1993. (Title 24, Part 2, Section 2-8520(a).)

(b) Application.

(2) Existing Installations.

(A) Permanent installations in existence and or completed before July 1, 1993 shall comply with Sections 3296 through 3299 and Appendix C of this article.

(B) In addition, permanent installations completed after September 29, 1974 and in existence and/or completed before July 1, 1993, shall comply with Appendix D of this Article. Note: For permanent installations completed before September 29, 1974, see Appendix D, subparagraph (b). (Title 24, Part 2, Section 2- 8520(b).)

(c) Assurance.

(2) Building owners shall base the information required in subsection (c)(1) of this section on the results of a field test of the installation before it is placed into service and following any major alteration to an existing installation as required in Section 3296. The assurance shall also be based on all other relevant available information, including, but not limited to, test data, equipment specifications and verification by a professional engineer currently registered in the State of California.

(3) Building owners of all installations, new and existing, shall inform the employer in writing that the installation has been inspected, tested and maintained in compliance with the requirements of Sections 3296 and 3297 and that all protection anchorages meet the requirements of Section I paragraph (c)(10) in Appendix C of this article.

**3296 Inspection and Tests.**

(a) Installations and Alterations. All completed building maintenance equipment installations shall be inspected and tested in the field before being placed in initial service to determine that all parts of the installation conform to applicable requirements of this article, and that all safety and operating equipment is functioning as required. A similar inspection and test shall be made following any major alteration to an existing installation.

(b) Periodic Inspections and Tests.

(1) Each installation shall undergo a periodic inspection and test at least every 12 months by the equipment manufacturer, authorized representative, or other qualified person acceptable to the Division. All parts of the equipment, including related building support structures, shall be inspected, and where necessary, tested to determine that they are in safe operating condition

#### Maintenance Inspections and Tests.

(1) A maintenance inspection and, where necessary a test shall be made of each platform installation prior to the start of a work cycle and where the work cycle is more than 30 days, such inspection and/or test shall be made at least every 30 days during the work cycle. This inspection and test shall follow procedures recommended by the manufacturer, and shall be made by a qualified person.

#### **3297. Maintenance.**

(a) General Maintenance. All parts of the equipment affecting safe operation shall be maintained in proper working order so that they may perform the functions for which they were intended. The equipment shall be taken out of service when any part is not in proper working order.

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

**Equipment Maintenance Attachment**

This form is an attachment to the Agreement between the City and County of San Francisco ("City") and Tractel, Inc. ("Contractor"), based on a quote by Tractel, Inc. dated December 3, 2013. The Terms and conditions of this attachment are referenced in and incorporated into the Agreement between the City and Contractor.

NOW, THEREFORE, City and Contractor agree as follows:

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

This Section shall control against any and all other provisions of this Agreement.

**2. Term of the Agreement.** Subject to Section 1, the term of this Agreement shall be from January 1, 2014 to December 31, 2017.

**3. No Automatic Renewal.** Notwithstanding anything to the contrary contained in this Agreement (including, without limitation, any terms and conditions of Contractor attached hereto): (a) in no event shall the term of this Agreement be longer than the initial term expressly stated in this Agreement; (b) any automatic renewal or extension (whether or not conditioned upon any notice or absence thereof from either party) or any similar "evergreen" provision shall be deemed null and void ab initio; and (c) the term of this Agreement shall not be extended or renewed except by written agreement duly authorized, executed and delivered by City. In the event of any inconsistency within this Agreement relating to the duration of the initial term hereof, the shorter initial term shall govern. If no initial term is stated in this Agreement, then the term shall be one year from the date on which the term commences.

**4. City's Payment Obligation.** The City will make a good faith effort to pay all invoices within 30 days of billing. In no event will the City pay any late fees or charges for payments made after the 30 day period. Contractor and the City understand and intend that the obligations of the City to pay maintenance charges hereunder shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by



the City, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of the City. The City shall pay maintenance charges, exclusively from legally available funds, to Contractor or, in the event of an authorized assignment by Contractor to its assignee, according to the terms of this Agreement, upon presentation of invoices furnished by Contractor in a form acceptable to the Controller. Payments will be made by warrant drawn on the Treasurer of the City. Maintenance Payments shall be in consideration for the maintenance services provided by Contractor during the applicable fiscal year in which such payments are due. In no event shall the amount of this Agreement exceed **Eighty-Five Thousand Dollars (\$85,000)**. The breakdown of costs associated with this Agreement appears in the agreement between City and Contractor, dated December 3, 2013, to which this Attachment is attached.

**5. Guaranteed Maximum Costs.** The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by laws governing emergency procedures, officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law. Officers and employees of the City are not authorized to offer or promise, nor is the City required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

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

**7. Force Majeure.** Contractor shall not be liable for failure to maintain Equipment when such failure is due to causes beyond its reasonable control, such as acts of God, acts of civil or military authority, fires, strikes, floods, epidemics, quarantine, war, riot, delays in transportation, care shortages, and inability due to causes beyond its reasonable control to obtain necessary labor, materials or manufacturing facilities, and in such event the Contractor shall perform as soon as such cause is removed.

**8. Indemnification.** Contractor shall indemnify and save harmless the City from and against any and all loss, cost, damage, injury, liability, and claims, including those arising out of injury to or death of a person, or loss of or damage to property, arising directly or indirectly from



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

**9. Liability for Damage to Equipment.** It is understood and agreed that the City is responsible for loss of or damage to any Contractor owned equipment involved, only as caused by the negligent or wrongful actions of City's officers, agents and employees.

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

**11. Insurance**

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

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

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

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

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

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



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

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

d. All policies of Contractor shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in the "Notices to the Parties" section.

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

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

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

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

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

j. (Reserved)

**12. Provisions Controlling.** Contractor further agrees that in the event of conflicting language between this "Equipment Maintenance Attachment" and Contractor's printed form, the provisions of this "Equipment Maintenance Attachment" shall take precedence.

**13. Contractor's Default.** Failure or refusal of Contractor to perform or do any act herein required shall constitute a default. In the event of any default, in addition to any other remedy available to City, this Contract may be terminated by City upon ten days written notice. Such termination does not waive any other legal remedies available to City.

**14. Termination**



a. **Termination for Cause.** In the event Contractor fails to perform any of its obligations under this Agreement, this Agreement may be terminated and all of Contractor's rights hereunder ended. Termination will be effective after ten days written notice to Contractor. No new work will be undertaken after the date of receipt of any notice of termination, or five days after the date of the notice, whichever is earlier. In the event of such termination, Contractor will be paid for those services performed under this Agreement to the satisfaction of the City, up to the date of termination. However, City may offset from any such amounts due Contractor any liquidated damages or other costs City has or will incur due to Contractor's non-performance. Any such offset by City will not constitute a waiver of any other remedies City may have against Contractor for financial injury or otherwise.

b. **Termination for Convenience.** City may terminate this Agreement for City's convenience and without cause at any time by giving Contractor thirty days written notice of such termination. In the event of such termination, Contractor will be paid for those services performed, pursuant to this Agreement, to the satisfaction of the City up to the date of termination. In no event will City be liable for costs incurred by Contractor after receipt of a notice of termination. Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, or any other cost which is not reasonable or authorized under this section. This section shall not prevent Contractor from recovering costs necessarily incurred in discontinuing further work under the contract after receipt of the termination notice.

c. **Obligations upon Termination.** Upon termination of this Agreement, Contractor will submit an invoice to City for an amount which represents the value of its work or services actually performed prior to the effective date of termination for which Contractor has not previously been compensated, except that with respect to reimbursement for Contractor's services, in no event will the compensation paid for the month in which termination occurs be greater than the scheduled monthly fee multiplied by a fraction, the numerator of which will be the days in the month elapsed prior to the termination and the denominator of which shall be 31. Upon approval and payment of this invoice by City, City shall be under no further obligation to Contractor monetarily or otherwise.

d. **Survival.** This section and the following sections of this Agreement shall survive termination or expiration of this Agreement

- |   |  |
|---|--|
| 6. Submitting False Claims; Monetary Penalties. | 15. Audit and Inspection of Records.   |
| 8. Indemnification.                             | 16. Taxes.                             |
| 9. Liability for Damage to Equipment.           | 21. Waiver.                            |
| 10. Incidental and Consequential Damages.       | 22. Governing Law.                     |
| 11. Insurance                                   | 23. Entire Agreement; Modifications.   |
| 12. Provisions Controlling.                     | 38. Protection of Private Information. |

15. **Audit and Inspection of Records.** Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its work under this Agreement. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this



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

**16. Taxes.** The City will only pay California sales and use taxes. The Contractor is to add California sales and use taxes, if appropriate and lawful, to the monthly payment and the tax must be properly identified on each monthly invoice. Any other taxes now in effect which may be levied upon this Agreement, the transaction, or the Equipment or services delivered pursuant hereto shall be borne by the Contractor. In the event any taxes or charges are enacted after the date of execution of this Agreement, those taxes or charges shall be borne as mutually agreed. The Contractor will indemnify and hold City harmless from any fines, penalties or interest thereon imposed during the Agreement term or in connection with termination of the Agreement by any federal, State or local government or taxing authority. The taxes covered by this Section shall only include those attributable to the equipment. Under no circumstances will the City pay any taxes imposed on, based on, or measured by the net income of the Contractor.

**17. Assignment.** Notwithstanding any other provision in this Agreement, in no event shall all or any portion of this Agreement be assigned without the prior written approval of Purchasing and the City Attorney.

**18. Limitations on Contributions.** Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide to City the names of each person, entity or committee described above.

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



To City: Maria Mabutas  
525 Golden Gate Avenue, 13<sup>th</sup> Floor  
San Francisco, CA 94102  
415-554-1583  
[mmabutas@sfgwater.org](mailto:mmabutas@sfgwater.org)

To Contractor: Babar Khan  
Service Manager  
1615 Warden Avenue  
Scarborough, Ontario M1R 2T3  
800-465-4738 ext. 269  
[babar.khan@tractel.com](mailto:babar.khan@tractel.com)

Any notice of default must be sent by registered mail.

**20. Section Headings.** All section headings contained herein are for convenience and reference only and are not intended to define or limit the scope of any provision of this Agreement.

**21. Waiver.** The waiver by either party of any breach by either party of any term, covenant or conditions hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant or condition hereof.

**22. Governing Law.** This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of California.

**23. Entire Agreement; Modifications.** This Agreement, together with the Appendices hereto, constitutes the entire Agreement between the parties and may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement. Contractor shall submit to the Director of the Human Rights Commission any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (HRC Contract Modification Form). All agreements between the parties are included herein and no promises or statements have been made by either party unless endorsed hereon in writing. No change or waiver of any provisions hereof shall be valid unless made in writing with the consent of both parties and executed in the same manner as this Agreement. Any provision of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement. Subject to the specific provisions of this Agreement, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

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

a. **The LBE Ordinance.** Contractor, shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance"), provided such amendments do not materially increase Contractor's obligations or liabilities, or materially diminish Contractor's rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Contractor's willful failure to comply with any applicable provisions of the LBE Ordinance is a material breach of Contractor's

obligations under this Agreement and shall entitle City, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Contractor shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

**b. Compliance and Enforcement**

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

**25. Nondiscrimination; Penalties**

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

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

c. **Nondiscrimination in Benefits.** Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San



Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

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

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

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

**27. Requiring Minimum Compensation for Covered Employees**



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

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

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

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

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

f. Contractor's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

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



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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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



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

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

**34. First Source Hiring Program**

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

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

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

2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to



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

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

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

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

6) Set the term of the requirements.

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

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

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

c. **Hiring Decisions.** Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is “qualified” for the position.

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

e. **Liquidated Damages.** Contractor agrees:

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

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

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

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

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

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

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



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

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

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

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

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

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

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



immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

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

**39. Graffiti Removal.** Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti. Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within forty eight (48) hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

Any failure of Contractor to comply with this section of this Agreement shall constitute a material breach of this Agreement.

**40. Food Service Waste Reduction Requirements.** Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it



breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of \$100 liquidated damages for the first breach, \$200 liquidated damages for the second breach in the same year, and \$500 liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with this provision.

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

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

CITY

CONTRACTOR

Recommended by:

**Tractel, Inc.**

**Michael Carlin**  
**Deputy Manager, Chief Operating Officer**  
**San Francisco Public Utilities Commission**

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

Approved as to Form:

Dennis J. Herrera  
City Attorney

I have read and understood paragraph 28, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

By:

Deputy City Attorney

Approved:

(JAN. 27, 2014)

**Babar Khan**  
**Service Manager**  
**1615 Warden Avenue**  
**Scarborough, Ontario M1R 2T3**

**Jaci Fong**  
**Director of the Office of Contract**  
**Administration, and**  
**Purchaser**

City vendor number: **49841**

Attachment: Tractel Inc.'s Proposal including Calculation of Charges



## Swingstage Division - West

December 3, 2013

168 Mason Way, Unit B2, City of Industry, CA 91746  
Tel: (626) 937-6727 • Fax: (626) 937-6730

Mark Lawn, Chief Engineer  
SFPUC Headquarters Building  
525 Golden Gate Avenue - Room L-135  
San Francisco, CA 94102

Subject: Window Washing Equipment - Scheduled Inspections and Maintenance

Dear Mr. Lawn

As a follow-up to our recent conversations, I would like to submit for your consideration our revised proposal for the on-going scheduled inspections and maintenance of the window washing equipment that was recently provided by Tractel.

In accordance with the terms of the Maintenance Service Contract that was purchased with the equipment, there will be NO CHARGE for One Annual Inspection and One Pre-Use Inspection per year for a period of 5 years, commencing on July 1, 2012.

The inspections covered under this agreement were recently completed for the year 2013, so any additional Pre-Use Inspections performed through the end of the year will be charged at \$1,250.00 each.

### Annual Inspections

There will be no charge for the Annual Inspections of your equipment from June 1, 2014 through June 1, 2017, as this was part of the purchase agreement.

### Pre-Use Inspections

There will be no charge for one Pre-Use Inspection per year of your equipment from June 1, 2014 through June 1, 2017, as this was part of the purchase agreement. Any additional Pre-Use Inspections that may be requested will be charged at the rates noted in the revised Maintenance Service Contract for that particular year

Charges pertaining to 2013 are no longer applicable.

### Continuous Use Inspection Service

As requested by PUC, we will provide ongoing monthly inspections to ensure that the equipment is maintained in a "ready" status. The total cost of this service, beginning in ~~December 2013~~, and ending in December 2017, is ~~\$65,050.00~~ (see Attachment "A" - Calculation of Charges).

January 2014

\$63,800.00

### As-needed Repair Costs

Our hourly rate for repair work above and beyond the cost of the inspection is \$104.00 per hour. At this time we don't anticipate that this rate will change for 2014. However the hourly rates for 2015, 2016 and 2017 will increase to \$109.00, \$114.00 and \$120.00, respectively. The total estimated costs for as-needed repairs over the duration of the contract will be \$14,695.00 (see Attachment "A" - Calculation of Charges).



ISO 9001 REGISTERED



Training (up to 6 persons per session)

We generally schedule the training sessions directly following an inspection. The cost for a training session will be \$500.00, which also includes the certification paperwork for all attendees.

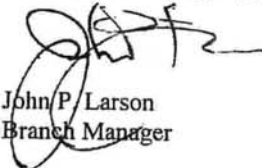
Per our discussions with PUC, ~~one (1) training will be required in December, 2013, and two (2) trainings per year are~~ estimated in 2014 through 2017. The total estimated cost for the ~~nine (9)~~ eight (8) trainings over the duration of the contract will be ~~\$4,500.00~~ (see Attachment "A" - Calculation of Charges). \$4,000.00

In reviewing this proposal, please bear in mind that by using Tractel as your service vendor you are ensuring that the equipment will be inspected and maintained by factory trained and certified technicians. They have access to all design and engineering information on your system, as well as factory service manuals, update bulletins, and genuine replacement parts. None of our competitors have access to these resources. This also ensures that the balance of your three year warranty will remain in effect.

In summary, the total contract cost should not exceed ~~\$84,245.00~~ as indicated in Attachment "A" - Calculation of Charges. \$82,495.00

Should you have any questions or would like to proceed with this work, please get back to me and we will get started. Thank you for allowing Tractel to be of service!

Tractel, Inc. / Swingstage Division-West



John P. Larson  
Branch Manager





## Swingstage Division - West

168 Mason Way Unit B2 City of Industry, CA 91746  
Tel: 626 937 6727 - Fax: 626 937 6730

### Attachment A Calculation of Charges

#### Maintenance Fees:

Charges pertaining to 2013  
are no longer applicable.

~~Year 2013 - 12/1/2013 - 12/31/2013~~

30-Day Pre-Use Inspection

1-month (Dec. only) at \$1,250 ea. \$1,250

Total for Year 2013 = \$1,250

Year 2014 - 1/1/2014 - 12/31/2014

30-Day Pre-Use Inspection

11 months at \$1,300 ea. \$14,300

1 mo. discount (free of charge) \$0

Annual Inspection

Annual discount (free of charge) \$0

Total for Year 2014 = \$14,300

Year 2015 - 1/1/2015 - 12/31/2015

30-Day Pre-Use Inspection

11 months at \$1,400 ea. \$15,400

1 mo. discount (free of charge) \$0

Annual Inspection

Annual discount (free of charge) \$0

Total for Year 2015 = \$15,400

Year 2016 - 1/1/2016 - 12/31/2016

30-Day Pre-Use Inspection

11 months at \$1,500 ea. \$16,500

1 mo. discount (free of charge) \$0

Annual Inspection

Annual discount (free of charge) \$0

Total for Year 2016 = \$16,500

Year 2017 - 1/1/2017 - 12/31/2017

30-Day Pre-Use Inspection

11 months at \$1,600 ea. \$17,600

1 mo. discount (free of charge) \$0

Annual Inspection

Annual discount (free of charge) \$0

Total for Year 2017 = \$17,600

Maintenance Fees Total = \$65,050

**\$63,800**

#### Training Sessions (estimated and as needed):

~~Year 2013 - 1 training at \$500 ea.~~ \$500

Year 2014 - 2 trainings at \$500 ea. \$1,000

Year 2015 - 2 trainings at \$500 ea. \$1,000

Year 2016 - 2 trainings at \$500 ea. \$1,000

Year 2017 - 2 trainings at \$500 ea. \$1,000

As-needed Training Sessions Total = \$4,500

**\$4,000**

#### Repair Costs (estimated and as needed):

Year 2013 - n/a

Year 2014 - \$104 per hr. at 25 hrs. per yr. \$2,600

Year 2015 - \$109 per hr. at 30 hrs. per yr. \$3,270

Year 2016 - \$115 per hr. at 35 hrs. per yr. \$4,025

Year 2017 - \$120 per hr. at 40 hrs. per yr. \$4,800

As-needed Repair Costs = \$14,695

Total Contract Amount = **\$84,245**

**\$82,495**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION -- PUC

Dept. Code: PUC

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

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

Type of Service: Engineering Services for Transmission Pipelines (PRO.0168)

Funding Source: Water Enterprise - Hetch Hetchy Enterprise

PSC Duration: 8 years 1 day

PSC Amount: \$14,000,000

**1. Description of Work**

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

PSC 46104 - 19/20 was approved by the Civil Service Commission on August 5, 2019 for the scope of work in this request. PSC 46104 - 19/20 will expire on May 18, 2021, before the expected execution of SFPUC Contract PRO-0168. This request will allow the SFPUC to complete the execution of Contract PRO.0168.

Consultants will perform highly specialized engineering tasks that include conducting geotechnical

field explorations, investigations, and laboratory testing; hydraulic modeling, corrosion testing and evaluation, condition inspection and assessment of existing transmission pipelines, seismic vulnerabilities of transmission pipelines crossing earthquake faults, site surveying in remote locations, hydraulic bypass and energy dissipation design for powerhouses, preparing reports for new and existing transmission pipelines; The SFPUC intends to award two (2) contracts, each not to exceed \$7,000,000.

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

Eighty-five percent of the water supply for the SFPUC customers travels through transmission pipelines. These facilities vary in age from 5 to over 80 years. If this service is denied, the SFPUC will not be able to understand the condition of the asset and minimize the potential of unplanned outages that will impact water supply delivery. Thus, these transmission pipelines require inspection and repair and or replacement.

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 46104 - 19/20 was approved by the Civil Service Commission on August 5, 2019 for the scope of work in this request. PSC 46104 - 19/20 will expire on May 18, 2021, before the expected execution of SFPUC Contract PRO-0168. This request will allow the SFPUC to complete the execution of Contract PRO.0168. Similar service is provided under PSC 49415-16/17 for PRO.0076 As-Needed Engineering Design Services.

D. Will the contract(s) be renewed?

No.

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.

Eighty-five percent of the water supply for the SFPUC customers travels through transmission pipelines. These facilities vary in age from 5 to over 80 years. If this service is denied, the SFPUC will not be able to understand the condition of the asset and minimize the potential of unplanned outages that will impact water supply delivery. Thus, these transmission pipelines require inspection and repair and or replacement.

**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.

B. Explain the qualifying circumstances:

This is highly specialized work that provides engineering support services to City staff who are performing the bulk of the engineering design work.

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

- A. Specify required skills and/or expertise: Conducting geotechnical field explorations, investigations, and laboratory testing; hydraulic modeling, corrosion testing and evaluation, condition inspection and assessment of existing transmission pipelines, seismic vulnerabilities of transmission pipelines crossing earthquake faults, site surveying in remote locations, hydraulic bypass and energy dissipation design for powerhouses, preparing reports for new and existing transmission pipelines.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5207, Assoc Engineer; 5211, Eng/Arch/Landscape Arch Sr; 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?**

This is highly specialized work that provides engineering support services to City staff who are performing the bulk of the engineering design work.

**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 not applicable because these skill sets are specialized and require continuous training. SFPUC only requires these services on a project by project basis to support the design development of the capital program for large diameter transmission pipelines.
- 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 adopt a new civil service class for this work due to the highly specialized nature and as-needed schedule for the 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 contract? If so, please explain what that will entail; if not, explain why not.  
No. This is highly specialized work that provides engineering support services to City staff who are performing the bulk of the engineering design work.
- 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. Union Notification: On 04/01/2021, the Department notified the following employee organizations of this PSC/RFP request:**

Architect & Engineers, Local 21; 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: Shawndrea Hale Phone: (415) 551-4540 Email: shale@sfgwater.org

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 49884 - 20/21

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/07/2021



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

**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [wirwin@sfgwater.org](mailto:wirwin@sfgwater.org)  
**To:** [Irwin, William](mailto:Irwin.William); [Laxamana, Junko \(BOS\)](mailto:Laxamana.Junko); [amakayan@ifpte21.org](mailto:amakayan@ifpte21.org); [ecassidy@ifpte21.com](mailto:ecassidy@ifpte21.com);  
[WendyWong26@yahoo.com](mailto:WendyWong26@yahoo.com); [wendywong26@yahoo.com](mailto:wendywong26@yahoo.com); [tmathews@ifpte21.org](mailto:tmathews@ifpte21.org); [kschumacher@ifpte21.org](mailto:kschumacher@ifpte21.org);  
[kpage@ifpte21.org](mailto:kpage@ifpte21.org); [eerbach@ifpte21.org](mailto:eerbach@ifpte21.org); [pkim@ifpte21.org](mailto:pkim@ifpte21.org); [L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org); [Irwin, William](mailto:Irwin.William); [DHR-PSCCoordinator, DHR \(HRD\)](mailto:DHR-PSCCoordinator_DHR)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 49884 - 20/21  
**Date:** Thursday, April 1, 2021 4:27:41 PM

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CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

RECEIPT for Union Notification for PSC 49884 - 20/21 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 49884 - 20/21 for \$14,000,000 for Initial Request services for the period 07/01/2021 – 06/30/2029. 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/16291> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT

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

# **Additional Attachment(s)**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION -- PUC

Dept. Code: PUC

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

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

Type of Service: Engineering Services for Transmission Pipelines (PRO.0168)

Funding Source: Water Enterprise - Hetch Hetchy Enterprise PSC Duration: 8 years 1 day

PSC Amount: \$14,000,000

**1. Description of Work**

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

Consultants will perform highly specialized engineering tasks that include conducting geotechnical

field explorations, investigations, and laboratory testing; hydraulic modeling, corrosion testing and evaluation, condition inspection and assessment of existing transmission pipelines, seismic vulnerabilities of transmission pipelines crossing earthquake faults, site surveying in remote locations, hydraulic bypass and energy dissipation design for powerhouses, preparing reports for new and existing transmission pipelines; The SFPUC intends to award two (2) contracts, each not to exceed \$7,000,000.

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

Eighty-five percent of the water supply for the SFPUC customers travels through transmission pipelines. These facilities vary in age from 5 to over 80 years. If this service is denied, the SFPUC will not be able to understand the condition of the asset and minimize the potential of unplanned outages that will impact water supply delivery. Thus, these transmission pipelines require inspection and repair and or replacement.

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, similar service is provided under PSC 49415-16/17 for PRO.0076 As-Needed Engineering Design Services

D. Will the contract(s) be renewed?

No.

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.

Eighty-five percent of the water supply for the SFPUC customers travels through transmission pipelines. These facilities vary in age from 5 to over 80 years. If this service is denied, the SFPUC will not be able to understand the condition of the asset and minimize the potential of unplanned outages that will impact water supply delivery. Thus, these transmission pipelines require inspection and repair and or replacement.

**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.

B. Explain the qualifying circumstances:

This is highly specialized work that provides engineering support services to City staff who are performing the bulk of the engineering design work.

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

A. Specify required skills and/or expertise: Conducting geotechnical field explorations, investigations, and laboratory testing; hydraulic modeling, corrosion testing and evaluation, condition inspection and assessment of existing transmission pipelines, seismic vulnerabilities of transmission pipelines crossing earthquake faults, site surveying in remote locations, hydraulic bypass and energy dissipation design for powerhouses, preparing reports for new and existing transmission pipelines.

B. Which, if any, civil service class(es) normally perform(s) this work? 5207, Assoc Engineer; 5211, Eng/Arch/Landscape Arch Sr; 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?**

This is highly specialized work that provides engineering support services to City staff who are performing the bulk of the engineering design work.

### **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 not applicable because these skill sets are specialized and require continuous training. SFPUC only requires these services on a project by project basis to support the design development of the capital program for large diameter transmission pipelines.

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 adopt a new civil service class for this work due to the highly specialized nature and as-needed schedule for the 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 contract? If so, please explain what that will entail; if not, explain why not.  
No. This is highly specialized work that provides engineering support services to City staff who are performing the bulk of the engineering design work.

- 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. Union Notification:** On 02/04/2020, the Department notified the following employee organizations of this PSC/RFP request:  
Architect & Engineers, Local 21; 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: Bill Irwin Phone: 415-934-3975 Email: wirwin@sfgov.org

Address: 525 Golden Gate Avenue 8th Floor San Francisco, CA 94103

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 46104 - 19/20

DHR Analysis/Recommendation:

action date: 05/18/2020

Commission Approval Required

Approved by Civil Service Commission

05/18/2020 DHR Approved for 05/18/2020

## PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSIONDept. Code: PUCType of Request:  Initial  Modification of an existing PSC (PSC # 49415 - 16/17)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: As-Needed Engineering Design Services (PRO.0076)Funding Source: SFPUC Individual ProjectsPSC Original Approved Amount: \$9,000,000PSC Original Approved Duration: 04/17/18 - 03/14/23 (4 years 47 weeks)PSC Mod#1 Amount: \$3,000,000PSC Mod#1 Duration: no duration addedPSC Mod#2 Amount: \$6,000,000PSC Mod#2 Duration: no duration addedPSC Cumulative Amount Proposed: \$18,000,000PSC Cumulative Duration Proposed: 4 years 47 weeks**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

The San Francisco Public Utilities Commission (SFPUC) has awarded three (3) agreements, at \$4 million each to perform specialized Engineering Design Services on an as-needed basis to supplement SFPUC and other City Staff. Civil, structural, electrical, mechanical engineering and other specialized engineering are needed to complete utility engineering projects.

This modification is necessary because both PRO.0076.B and PRO.0076.C were used to provide services to provide assessments and/or design repairs to SFPUC facilities at Moccasin damaged by the March 2018 Storm Event.

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

Some of these projects require expertise which is not available from City employees. If these services are not available, SFPUC design projects cannot be completed.

**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.**

This service is currently being provided by PSC No. 49415-16/17.

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

No.

**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:**

Contract No. PRO.0076 is a Public Works As-Needed Professional Services Contract subject to a maximum Contract term of not more than five years per the administrative code.

**2. Reason(s) for the Request**

A. Display all that apply

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

Explain the qualifying circumstances:

Engineers in current civil classifications perform some of the more routine engineering work. These as-needed services will be utilized when specialized engineering will be required that is not normally performed by engineers in these current civil service classifications, such as design of pipeline seismic fault crossings, and corrosion engineering. Services will also be utilized when the need for engineering design is temporarily beyond the capacity of current resource levels within the SFPUC and other City engineering staff (i.e., DPW).

B. Reason for the request for modification:

This modification is necessary because both PRO.0076.B and PRO.0076.C were used to provide services to provide assessments and/or design repairs to SFPUC facilities at Moccasin damaged by the March 2018 Storm Event.

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

- A. Specify required skills and/or expertise: Civil, structural, electrical and mechanical engineering in: designing water and wastewater conveyance and treatment facilities, and power facilities. Areas of expertise needed include geotechnical engineering, building information modeling, transient hydraulic analysis, and trenchless technology.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5207, Assoc Engineer; 5211, Eng/Arch/Landscape Arch Sr; 5241, Engineer; 5364, Engineering Associate 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?**

Not Applicable

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

- A. Explain why civil service classes are not applicable.  
Engineers in current civil classifications perform some of the more routine engineering work. These as-needed services will be utilized when specialized engineering will be required that is not normally performed by engineers in these current civil service classifications, such as design of pipeline seismic fault crossings, and corrosion engineering. Services will also be utilized when the need for engineering design is temporarily beyond the capacity of current resource levels within the SFPUC and other City engineering staff (i.e., DPW). Other City departments, such as Public Works, will be contacted prior to utilizing any of the requested funding if the work does not solely fall under the "specialty" category.
- 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: Engineers are needed to perform specialized engineering design for projects and to provide support during peak work load. Note that for specialized engineering services such as Building Information Modeling (BIM), for example,



SFPUC staff are independently undergoing training and SFPUC is also trying to hire new staff with BIM expertise. As soon as SFPUC (or other City Departments) has the resources that has BIM expertise, we will no longer use the As-Needed Engineering Contracts for these particular 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.  
There is no training under this Agreement because the work will not be transitioned back to the City given that the work is only needed on an as-needed basis and such expertise is not found within City staff. However, note that for specialized engineering services such as BIM, for example, SFPUC staff are independently undergoing training and SFPUC is also trying to hire new staff with BIM expertise. As soon as SFPUC (or other City Departments) has the resources that has BIM expertise, we will no longer use the As-Needed Engineering Contracts for these particular services.

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. Union Notification: On 02/12/19, the Department notified the following employee organizations of this PSC/RFP request:**

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

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

Name: Shamica Jackson Phone: 415-554-0727 Email: SJackson@sfgwater.org

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 49415 - 16/17

DHR Analysis/Recommendation: 03/18/2019

Commission Approval Required  
03/18/2019 DHR Approved for 03/18/2019

Approved by Civil Service Commission

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH -- DPH

Dept. Code: DPH

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

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

Type of Service: Telecom/IT Services

Funding Source: General Fund

PSC Duration: 5 years

PSC Amount: \$750,000

**1. Description of Work**

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

The vendor will provide as-needed and intermittent telecom / IT services for all voice, voicemail, and facsimile (fax) communications through two telephone switch systems physically located at Zuckerberg San Francisco General Hospital. This includes the Legacy Avaya S8710 system and new Cisco Unified Communications Manager (CUCM), addressing the telephone communications needs of over 6,000 users in an 13-node Distributed Communication System (DCS) environment, as well as being part of the City's Electronic Tandem Network (ETN).

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

The consultant shall have direct working knowledge of Legacy Intuity Audix and CISCO Unity voicemail software, including automated attendants, a message and fax manager and networking. As the City's only designated Trauma Center, ZSFGH has unique, critical and demanding voice communications needs, i.e., 2-hour response time 24 hours a day.

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 46535 - 13/14

D. Will the contract(s) be renewed?

If there is a continued need and funding.

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.

Ongoing contracted services are needed in order to provide comprehensive as-needed coverage to the telecommunication system in use at the Department of Public Health in order to respond to requests for support to mission-critical systems.

**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.

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

B. Explain the qualifying circumstances:

The services are unique and are used on an as-needed basis. The volume of work is not sufficient to warrant a full-time position with the required technical skills.

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

A. Specify required skills and/or expertise: The consultant must have direct working knowledge of Intuity, Audix and CISCO Unity voicemail software, including automated attendants, a message and facsimile (fax) manager, and networking. The consultant shall have direct working knowledge of: -Avaya S8710 and CUCM telephone switch system, network, trunking, call center and station software -WINCALL billing software, and related knowledge of spreadsheet and database programs (dBase and Microsoft Office). The consultant shall have direct working knowledge of CISCO and Lucent Technologies/Avaya Communication products, past and present. -Tracking, testing

and coordinating the installation and maintenance of T-1 (analog and digital) and ISDN-PRI trunking services. -Prior experience managing new and upgrades of communication systems as well as routine billing services on a large telephone network.

B. Which, if any, civil service class(es) normally perform(s) this work? 1043, IS Engineer-Senior; 1044, IS Engineer-Principal; 1053, IS Business Analyst-Senior; 1054, IS Business Analyst-Principal; 1070, IS Project Director; 1091, IT Operations Support Admin I; 1092, IT Operations Support Admin II; 1093, IT Operations Support Admn III; 1094, IT Operations Support Admin IV; 1095, IT Operations Support Admin V;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Contractor will provide their own tools and test equipment as required to trouble-shoot or perform as-needed repairs.

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

The Department uses City staff through the Department of Technology to support current phone systems. Contractor staff is used to supplement City staff and to provide for service within the Department so that there is no gap in service when City staff are unavailable or when City staff do not have the required experience.

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

A. Explain why civil service classes are not applicable.

The services are unique and are used on an as-needed basis. The volume of work is not sufficient to warrant a full-time position with the required technical skills.

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. The services are unique and are used on an as-needed basis.

**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 contract? If so, please explain what that will entail; if not, explain why not.

No. There will not be direct formal training provided by the contractor City staff. Rather, City staff will have the opportunity to gain knowledge through closely working with the contractor and also be able to avail themselves of knowledge transfer opportunities on the latest support techniques and how legacy and modern telecommunication systems operate in a high-demand, mission=critical environment such as a modern health network system, so that they can respond to request for services.

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. Union Notification:** On 04/12/2021, the Department notified the following employee organizations of this PSC/RFP request:

Architect & Engineers, Local 21; Management & Superv Local 21; 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: Jacquie Hale Phone: (415) 554-2609 Email: jacquie.hale@sfdph.org

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 44969 - 20/21

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/07/2021

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

## Hale, Jacquie (DPH)

---

**From:** dhr-psccordinator@sfgov.org on behalf of jacquie.hale@sfdph.org  
**Sent:** Monday, April 12, 2021 9:07 PM  
**To:** Hale, Jacquie (DPH); Laxamana, Junko (BOS); amakayan@ifpte21.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; Mach, Philip (DPH); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 44969 - 20/21

RECEIPT for Union Notification for PSC 44969 - 20/21 more than \$100k

The PUBLIC HEALTH -- DPH has submitted a request for a Personal Services Contract (PSC) 44969 - 20/21 for \$750,000 for Initial Request services for the period 10/01/2021 – 09/30/2026. 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/16212> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

# **Additional Attachment(s)**



## PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTHDept. Code: DPHType of Request:  Initial  Modification of an existing PSC (PSC # 46535 - 13/14)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: Data network, IT Application and Project Management Services for the Department of HealthFunding Source: General Fund/State/Federal/BondsPSC Original Approved Amount: \$15,000,000PSC Original Approved Duration: 06/01/14 - 12/31/18 (4 years 30 weeks)PSC Mod#1 Amount: \$9,000,000PSC Mod#1 Duration: 05/01/16-12/31/21 (3 years 1 day)PSC Cumulative Amount Proposed: \$24,000,000PSC Cumulative Duration Proposed: 7 years 30 weeks**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

The new San Francisco General and Hospital Trauma Center will have a state of the art integrated data and utility network to provide secure access to patient clinical records, radiology systems, voice, video, patient tracking systems, patient experience systems and building monitoring systems. The entire network comprised of equipment and applications needs to be designed and installed in the new hospital through the purchase of new items or existing items transitioned from the current hospital then tested and inspected by the various regulators. This must occur by dates that the construction manager has set. The amount of this PSC is the Department's best estimate of the value of the professional services portion of the contracts, excluding license and maintenance fees.

**Scope Change**

This modification adds additional support, customization, or implementation services for systems that are on the new converged network and existing applications enterprise wide, including: enterprise network security, nurse call system, an integrated alert messaging system (middle-ware), video security and conferencing applications, and wireless communication and data systems. These systems are new to the Department, or have been procured as part of the San Francisco General Hospital rebuild project construction contract and will become the responsibility of the Department to support, fully implement, and customize as the hospital continues day-to-day operations. In addition, this modification will also account for ongoing services that are required to support, develop, maintain and further integrate if required with current applications and networks. The title of the original request has also been updated to reflect the expanded scope of the PSC request from primarily SFGH rebuild to

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

An integrated technology project of this size requires expert level design review and installation services in order ensure proper compliance with building codes, integration of products to new systems as well as integration to the existing complex data network and applications that serve all Dept of Health locations. Performance optimization of the network and applications are a key factor in

the ability to effectively combine data and voice and video access in an integrated environment. DPH does not have sufficient staff to install this complex and integrated system while at the same time the existing engineers are supporting the current production DPH network ..... Please see attached document

- 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.  
under the existing PSC 46535 13/14
- D. Will the contract(s) be renewed?  
No. Please see attached document "add-info-46535-1314.pdf"
- 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:  
In addition to increasing the amount of the approval, the proposed modification to the existing approval will extend the duration of the approval by 36 months. The extension is needed because with the completion of the SFGH rebuild some applications which were installed as part of the build of the new hospital will become the responsibility of the Department to support, fully implement, and customize as the hospital continues day to day operations. In addition, new applications which were identified during the rebuild process will also be implemented post hospital opening and the modification will also account for services that are required to maintain, enhance, and further integrate current applications and networks in the Department of Public Health.

## 2. Reason(s) for the Request

A. Display all that apply

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

Explain the qualifying circumstances:

Outside support is necessary to support mission-critical systems that require increased resource allocation for short periods of time or to supplement staff. In addition, civil service classes are not applicable because these are proprietary products with services which contain technical components beyond the scope of expertise of in-house staff to develop within practical time and quality parameters.

B. Reason for the request for modification:

This modification adds additional support, customization, or implementation services for systems that are on the new converged network and existing applications enterprise wide, including: enterprise network security, nurse call system, an integrated alert messaging system (middle-ware), video security and conferencing applications, and wireless communication and data systems. These systems are new to the Department, or have been procured as part of the San Francisco General Hospital rebuild project construction contract and will become the responsibility of the Department to support, fully implement, and customize as the hospital continues day-to-day operations. In addition, this modification will also account for ongoing services that are required to support, develop, maintain and further integrate if required with current applications and networks. The title of the original request has also been updated to reflect the expanded scope of the PSC request from primarily SFGH rebuild to "Data network, IT Application and Project Management Services for the Department of Health." Finally, contracts awarded from this PSC

approval may be renewed if there is a continued need for the services. For the one-time, as-needed services for systems and network that were procured as part of the SFGH rebuild those contracts will not be renewed and are now monitored and maintained by City staff and select partners.

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

- A. Specify required skills and/or expertise: Expert level knowledge of Cisco Systems proprietary IOS code (IOS is the proprietary operating system for Cisco switches and routers), Cisco equipment and network design principles. Expert level design and implementation skills for data, video, voice grade wireless networking, all within an acute care medical environment. Knowledge of new CISCO and other state of the art equipment that has not been widely used by local DPH engineers...Please see attached document "add-info-46535-1314.pdf"
- B. Which, if any, civil service class(es) normally perform(s) this work? 1043, IS Engineer-Senior; 1044, IS Engineer-Principal; 1053, IS Business Analyst-Senior; 1054, IS Business Analyst-Principal; 1070, IS Project Director; 1091, IT Operations Support Admin I; 1092, IT Operations Support Admin II; 1093, IT Operations Support Admin III; 1094, IT Operations Support Admin IV; 1095, IT Operations Support Admin V; 1091, IT Operations Support Administrator I; 1092, IT Operations Support Administrator II; 1093, IT Operations Support Administrator III ; 1094, IT Operations Support Administrator IV ; 1094, 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 installation requires the use of test equipment that will be used during installation and optimization of the data network. This equipment will be turned over to the City upon job completion as well as an instructional training session about the proper use of the equipment.

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

Not Applicable

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

- A. Explain why civil service classes are not applicable.  
Although the 1044 IS Principal Engineer as well as other IT series are applicable, The building construction contractor has deadlines for installation coordination and inspections that require the data network to be operational. This is not possible with the current staff levels and workloads in progress. This work would require existing staff to do nothing else in order to install and integrate the ..... Please see attached document "add-info-46535-1314.pdf"
- 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 is not practical to adopt a new Civil Service class because the services are intermittent and as-needed and deal with proprietary products that are already developed and available for commercial use. Civil Service staff will work with the contractor ... Please see attached document "add-info-46535-1314.pdf"

### **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.  
Employees in classes...see attached document "add-info-46535-1314.pd
- 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.  
Ongoing PSC approval, contractors may have a current contract.

**7. Union Notification:** On 04/12/16, the Department notified the following employee organizations of this PSC/RFP request:  
Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21; Management & Superv Local 21;  
Architect & Engineers, 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

Address: 101 Grove St. Rm. 307, San Francisco, CA 94102

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 46535 - 13/14

DHR Analysis/Recommendation:

05/16/2016

Commission Approval Required

Approved by Civil Service Commission

05/16/2016 DHR Approved for 05/16/2016

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: MUNICIPAL TRANSPORTATION AGENCY -- MTA

Dept. Code: MTA

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

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

Type of Service: Safe Routes to School Non-infrastructure Request for Proposal (RFP)

Funding Source: Federal Funds

PSC Duration: 6 years 8 weeks

PSC Amount: \$1,500,000

**1. Description of Work**

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

Contractor(s) will coordinate school-based activities and broad engagement at 42 noncharter K-12 public schools and an additional 33 deep dive schools in San Francisco Unified School District (SFUSD) (75 schools total). Given that next school year may be a combination of distance learning and in-person education, San Francisco Safe Routes to School (SF-SRTS) proposes to scale some of the tactics that worked for remote instruction under the One Bay Area Grant (OBAG) to 75 K-12th grade noncharter SFUSD public schools and continue to offer quality in-person programming that adheres to the city's most current health protocols.

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

San Francisco has prioritized a Transit-First Policy, which prioritizes walking, biking, transit, and ridesharing. San Francisco has also prioritized Vision Zero, a policy that aims to eliminate roadway fatalities by 2024. Safe Routes to School will help in the implementation of these policies for school communities. Without this program, over 55, 000 children in SFUSD K-12 schools will not have access to important transportation services and information such as walking school bus support and information about all of the San Francisco Municipal Transportation Agency (SFMTA's) school adjacent programs such as Free Muni for Youth and the Muni Transit Assistance Program.

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 44729 18/19 APPROVED 05/20/2019

D. Will the contract(s) be renewed?

Yes, we are expecting it to be renewed but we are unsure at this time.

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.

We will secure funding for 9/21-11/22

**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.

B. Explain the qualifying circumstances:

Contracted staff should have skills and expertise delivering sustainable transportation training to schools and experience providing outreach to school communities, including working with principals, teachers, administrative staff, district staff, PTAs/PTOs, parents, and students. Contracted staff should have knowledge of school needs, transportation services, and culturally responsive community engagement.

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

A. Specify required skills and/or expertise: Contracted staff should have skills and expertise delivering sustainable transportation training to schools and experience providing outreach to school communities, including working with principals, teachers, administrative staff, district staff, parent-teacher associations/organizations (PTAs/PTOs), parents, and students. Contracted staff should have knowledge of school needs, transportation services, and

culturally responsive community engagement.

- B. Which, if any, civil service class(es) normally perform(s) this work? 1312, Public Information Officer; 5288, Transportation Planner II; 5289, Transportation Planner III; 5290, Transportation Planner IV; 5330, Graphics Supervisor;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, the contractor will provide bicycles, bicycle helmets, bicycle trailers sufficient to store and transport these bicycles from various elementary school sites. These materials are to be used exclusively for this program.

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

N/A There is insufficient project duration to hire new staff for this work.

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

- A. Explain why civil service classes are not applicable.  
N/A There is insufficient project duration to hire new staff for this work.
- 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. N/A There is insufficient project duration to hire new staff for this work and it's tied to a short-term funding source.

**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 contract? If so, please explain what that will entail; if not, explain why not.  
No. No, there is insufficient project duration to hire new staff for this work and it's tied to a short-term funding source.
- 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.  
Yes. In accepting the federal funds under the MTC's Quick Strike program associated with One Bay Area Grants, the activities are subject to the Caltrans' federal-aid program, all Title 23 Code of Federal Regulation and 2 CFR Part 200 federal requirements unless specifically waived in the executed project-specific Program Supplemental Agreement. Administering Agency shall not award a non-A&E contract over \$5,000, construction contracts over \$10,000, or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this Agreement without the prior written approval of State."
- 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. Union Notification: On 04/07/2021, the Department notified the following employee organizations of this PSC/RFP request:**

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: Amy NUQUE Phone: 415-646-2802 Email: amy.nuque@sfmta.com

Address: 1121 40TH STREET San Francisco, CA 94103

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 40879 - 20/21

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/07/2021



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

## Nuque, Amy

---

**From:** dhr-psccordinator@sfgov.org on behalf of amy.nuque@sfmta.com  
**Sent:** Wednesday, April 7, 2021 1:10 PM  
**To:** Nuque, Amy; Laxamana, Junko (BOS); WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Nuque, Amy; DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 40879 - 20/21

RECEIPT for Union Notification for PSC 40879 - 20/21 more than \$100k

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a request for a Personal Services Contract (PSC) 40879 - 20/21 for \$1,500,000 for Initial Request services for the period 09/01/2021 – 10/30/2027. 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/16314> 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)**

What are you searching for?



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## Content Details

(https://www.facebook.com/sharer.php?u=https:

%20UNIFORM%20ADMINISTRATIVE%20REQUIREMENTS%2C%20COST%20F  
%20Document%20in%20Context%20-%20CFR-2014-title2-vol1-part200&u  
title2-vol1-part200%2Fcontext) (mailto:?subject=2 CFR 200 - UNI  
FEDERAL AWARDS - Document in Context - CFR-2014-title2-vol1-part20

### 2 CFR 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

#### Category

Regulatory Information

#### Collection

Code of Federal Regulations (annual edition)

#### SuDoc Class Number

AE 2.106/3:2/

#### Contained Within

Title 2 - Grants and Agreements

Part 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

Subtitle A - Office of Management and Budget Guidance for Grants and Agreements

Chapter II - OFFICE OF MANAGEMENT AND BUDGET GUIDANCE

Subchap - Reserved

#### Date

January 1, 2014



(http://www.gpo.gov)

U.S. Government Publishing Office

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

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

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

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

Type of Service: Safe Routes to School non-Infrastructure Project

Funding Source: Fund: Federal/Local; Grants: State PSC Duration: 2 years 26 weeks
PSC Amount: \$2,250,000 PSC Est. Start Date: 07/01/2019 PSC Est. End Date: 12/30/2021

1. Description of Work

A. Scope of Work:

Contractors will conduct education and encouragement activities related to the San Francisco Safe Routes to School program (SRTS), requiring staff time as well as materials and equipment costs. Contracted staff will work with San Francisco Unified School District (SFUSD) to provide on-the-ground support at San Francisco schools to encourage walking, bicycling, carpooling, and public transit among San Francisco students and families.

Provide education and encouragement to San Francisco students and families around walking, bicycling, public transit, and carpooling.

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

San Francisco has prioritized the Transit First policy, which prioritizes travel by walking, bicycling, transit, and ridesharing, and has prioritized Vision Zero, a policy that aims to eliminate roadway fatalities by 2024. In order to ensure that these policies are carried out for San Francisco's youngest residents, the SRTS Non-Infrastructure Project will support the safe, easy and convenient transportation of children to schools in San Francisco

Denial of this request will result in fewer San Francisco school children having the skills, tools, and knowledge necessary to get to school conveniently safely using these alternative forms of transportation.

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

Previously provided through a contract administered by the San Francisco Department of Public Health (DPH)

D. Will the contract(s) be renewed? No, This contract is funded by a 2-year grant. No funds are currently avail

2. Union Notification: On 03/04/2019, the Department notified the following employee organizations of this PSC/RFP request: Professional & Tech Engrs, Local 21

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FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 44729 - 18/19

DHR Analysis/Recommendation:

05/20/2019

Commission Approval Required

Approved by Civil Service Commission

DHR Approved for 05/20/2019

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

A. Specify required skills and/or expertise:

The success of this program will necessitate close work with various city agencies as well as with schools throughout San Francisco. Contracted staff must have skills and expertise in working with school communities including principals, teachers, administrative staff, PTAs/PTOs, parents, and students. Contracted staff must have knowledge of school needs, transportation options, and cultural sensitivities at schools throughout San Francisco.

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

1312,5288,5289,5290,5330,

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

Yes, the Contractor will provide bicycles, bicycle helmets, and a bicycle trailer sufficient to store and transport these bicycles from the various elementary school sites. These materials are to be used exclusively for this program.

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

A. Explain why civil service classes are not applicable:

Not applicable. Existing civil service classes could perform the required work, however, there is insufficient project duration to hire new staff.

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

Not applicable. Existing civil service classes could perform this work.

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

**YES NO**

- |  |                                     |                                     |
|--|-------------------------------------|-------------------------------------|
| A. Will the contractor directly supervise City and County employee?  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| B. Will the contractor train City and County employee?<br>No training of City and County for San Francisco employees is planned for                        | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| C. Are there legal mandates requiring the use of contractual services?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| D. Are there federal or state grant requirements regarding the use of<br>contractual services? Contractual services are required in the details of the c   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| E. Has a board or commission determined that contracting is the most effective<br>way to provide this service?   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| F. Will the proposed work be completed by a contractor that has a current PSC<br>contract with your department? The proposed work will be completed by 4 s | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD ON 04/19/2019 BY:

Name: Amy NUQUE Phone: 415-646-2802 Email: amy.nuque@sfmta.com

Address: 1 South Van Ness, HR, 6th Fl San Francisco, CA 94103

# **Modification**

## **Personal Services Contracts**



PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: ECONOMIC AND WORKFORCE DEVELOPMENT

Dept. Code: ECN

Type of Request:  Initial  Modification of an existing PSC (PSC # 36452 - 19/20)

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

Type of Service: Consulting - Employment Training Panel (ETP) Reporting

Funding Source: State Employment Training Panel funds

PSC Original Approved Amount: \$100,000

PSC Original Approved Duration: 11/15/19 - 06/30/21 (1 year 32 weeks)

PSC Mod#1 Amount: \$100,000

PSC Mod#1 Duration: 01/01/21-06/30/22 (1 year)

PSC Mod#2 Amount: no amount added

PSC Mod#2 Duration: 07/01/22-06/30/23 (1 year)

PSC Cumulative Amount Proposed: \$200,000

PSC Cumulative Duration Proposed: 3 years 32 weeks

**1. Description of Work**

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

The Office of Economic and Workforce Development (OEWD) received a training cost reimbursement

grant from the California Employment Training Panel (ETP). In order for OEWD to be reimbursed for these costs, training information and data must be reported on a monthly basis to the ETP. A contract

was secured to submit this data on behalf of OEWD through ETP's online system in prior years and successfully secured reimbursement for the Department. This service is essential to ensure that OEWD

can continue to receive reimbursement for the training services.

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

The Employment Training Panel (ETP) strongly recommended that the Department seek assistance from a contractor with previous experience reporting on ETP activities due to the complex and laborious nature of the paperwork and the intricacies of the reporting system. Though the prior contractor performed the work exceptionally, OEWD is in the process of rebidding these services to ensure that the City is paying a fair and current price for the services. If the request to contract out is not approved, OEWD may not be able to secure the full reimbursement amount set aside as each request must be submitted with extensively documented post-training work hours from participants. Additionally, OEWD would like to use the consultant to review other currently offered training programs to assist with determining if it's appropriate to apply for ETP grants to diversify the funding streams on locally resourced programs.

- 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, this is a request to extend the existing authorization
- D. Will the contract(s) be renewed?  
Unknown at this time.
- 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. 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:

Due to the specific knowledge and expertise necessary for the work, and the short term activity, there are no resources or departments within the City that perform this work. Further, these services are only necessary if and when the Department receives a new grant from the State.

B. Reason for the request for modification:

This modification requests an additional year of services (no additional funding) in order to realign with the State funding source, which extended the service term due to COVID delays. Current authorization runs through 6/30/22, and this modification requests extension through 6/30/23.

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

- A. Specify required skills and/or expertise: Extensive knowledge and expertise for the collection, analysis and submission of the training and post-training work hours data that will be submitted to the California Employment Training Panel.
- B. Which, if any, civil service class(es) normally perform(s) this work? 0922, Manager I;
- 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?**

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 project is short-term and requires specific skills.

- 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: Not at this time, due to the short-term and specialized nature of the 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.  
Contractor will provide the Department with documentation of all reimbursements requested and will train staff so they ensure requests are correct and auditable.

- 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 - this extension is a continuation of existing work.

**7. Union Notification:** On 04/27/21, the Department notified the following employee organizations of this PSC/RFP request:  
Municipal Executive Association;

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

Name: Jenny Collins Phone: 415-701-4842 Email: Jenny.Collins@sfgov.org

Address: 1 South Van Ness Avenue, 5th FL, San Francisco, CA 94103

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 36452 - 19/20

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/07/2021

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

## Receipt of Modification Request to PSC # 36452 - 19/20 - MODIFICATIONS

dhr-psccordinator@sfgov.org <dhr-psccordinator@sfgov.org>

on behalf of

Jenny.Collins@sfgov.org <jenny.collins@sfgov.org>

Tue 4/27/2021 2:56 PM

To: Collins, Jenny (ECN) <jenny.collins@sfgov.org>; Laxamana, Junko (BOS) <junko.laxamana@sfgov.org>; Criss@sfmea.com <Criss@sfmea.com>; camaguey@sfmea.com (contact) <camaguey@sfmea.com>; Christina@sfmea.com <Christina@sfmea.com>; staff@sfmea.com <staff@sfmea.com>; DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>

PSC RECEIPT of Modification notification sent to Unions and DHR

The ECONOMIC AND WORKFORCE DEVELOPMENT -- ECN has submitted a modification request for a Personal Services Contract (PSC) for \$0 for services for the period July 1, 2022 – June 30, 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/15426>

Email sent to the following addresses: staff@sfmea.com Christina@sfmea.com Camaguey@sfmea.com Criss@SFMEA.com junko.laxamana@sfgov.org

# **Additional Attachment(s)**



PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: ECONOMIC AND WORKFORCE DEVELOPMENT Dept. Code: ECN

Type of Request:  Initial  Modification of an existing PSC (PSC # 36452 - 19/20)

Type of Approval:  Expedited  Regular ( Omit Posting)

Type of Service: Consulting - Employment Training Panel (ETP) Reporting

Funding Source: State Employment Training Panel funds

PSC Original Approved Amount: \$100,000 PSC Original Approved Duration: 11/15/19 - 06/30/21 (1 year 32 we

PSC Mod#1 Amount: \$100,000 PSC Mod#1 Duration: 01/01/21-06/30/22 (1 year)

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

PSC Cumulative Amount Proposed: \$200,000 PSC Cumulative Duration Proposed: 2 years 32 weeks

**1. Description of Work**

A. Scope of Work:

The Office of Economic and Workforce Development (OEWD) received a training cost reimbursement grant from the California Employment Training Panel (ETP). In order for OEWD to be reimbursed for these costs, training information and data must be reported on a monthly basis to the ETP. A contract was secured to submit this data on behalf of OEWD through ETP's online system in prior years and successfully secured reimbursement for the Department. This service is essential to ensure that OEWD can continue to receive reimbursement for the training services.

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

The Employment Training Panel (ETP) strongly recommended that the Department seek assistance from a contractor with previous experience reporting on ETP activities due to the complex and laborious nature of the paperwork and the intricacies of the reporting system. Though the prior contractor performed the work exceptionally, OEWD is in the process of rebidding these services to ensure that the City is paying a fair and current price for the services. If the request to contract out is not approved, OEWD may not be able to secure the full reimbursement amount set aside as each request must be submitted with extensively documented post-training work hours from participants. Additionally, OEWD would like to use the consultant to review other currently offered training programs to assist with determining if it's appropriate to apply for ETP grants to diversify

C. Has this service been provided in the past. If so, how? If the service was provided via a PSC, provide the most

recently approved PSC # and upload a copy of the PSC.  
Yes

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

**2. Union Notification:** On 08/24/20, the Department notified the following employee organizations of this PSC/RFP request: Municipal Executive Association;

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 36452 - 19/20

DHR Analysis/Recommendation: 10/05/2020

Commission Approval Required Approved by Civil Service Commission

DHR Approved for 10/05/2020

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

A. Specify required skills and/or expertise:

Extensive knowledge and expertise for the collection, analysis and submission of the training and post-training work hours data that will be submitted to the California Employment Training Panel.

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

0922,

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

No.

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

A. Explain why civil service classes are not applicable:

The project is short-term and requires specific skills.

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

Not at this time, due to the short-term and specialized nature of the services.

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

**YES NO**

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

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD  
ON 08/24/20 BY:

Name: Marissa Bloom Phone: 415-701-4887 Email: marissa.bloom@sfgov.org

Address: 1 South Van Ness Avenue, 5th FL San Francisco, CA 94103

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION

Dept. Code: PUC

Type of Request:  Initial  Modification of an existing PSC (PSC # 46784 - 16/17)

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

Type of Service: Professional Engineering Services Planning/Design/Support for Construction (CS-1003/PRO.0092)

Funding Source: Wastewater Enterprise – CIP

PSC Original Approved Amount: \$3,750,000

PSC Original Approved Duration: 09/01/17 - 08/31/22 (5 years)

PSC Mod#1 Amount: \$2,000,000

PSC Mod#1 Duration: 09/01/22-07/30/27 (4 years 47 weeks)

PSC Cumulative Amount Proposed: \$5,750,000

PSC Cumulative Duration Proposed: 9 years 47 weeks

**1. Description of Work**

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

Professional engineering design, engineering construction support services, and geotechnical services for the coastal erosion management and engineering assessment of the Lake Merced Transport Tunnel (LMT) along South Ocean Beach as it runs from Sloat Boulevard to the Oceanside Water Pollution Control Plant. The project scope of work includes review of existing project engineering documents, engineering analysis of the current and potential coastal erosion, development of a long-term coastal protection measures and a management strategy using a multi-objective approach that both protects critical wastewater infrastructure and promotes environmental stewardship, development of the project conceptual engineering report, development of engineering construction bid documents including a geotechnical data report, geotechnical interpretive report, and engineering administration review of construction documents. The project is currently in the early alternatives analysis phase of planning, investigating a variety of alternatives that can address the ongoing erosion problem and provide added structural integrity for the LMT.

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

If denied / delayed, further potential erosion; jeopardize wastewater infrastructure assets and further degradation of environmental and recreational uses at South Ocean Beach as it is subjected to sea level rise, climate change and other effects. This project does not address other assets in the area such as the Richmond Transport, the Westside Lake Merced Transport, the Westside Pump Station and the Oceanside Treatment Plant.

**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 46784 - 16/17

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

No.

- 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:  
Construction for this project is scheduled to begin in summer of 2021 and end in the fall of 2022. During construction, it is important that the design team is available to provide engineering support, otherwise the intent of the design may not be fully realized. Therefore, for the purpose of continuity between design and construction, the request for the contract duration is 5 years.

**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 South Ocean Beach Project, a capital project under the Wastewater Enterprise Capital Improvement Program, is requesting specialty Marine/Coastal Engineering professional services for coastal erosion management of existing buried wastewater infrastructure (Lake Merced Transport Tunnel) protection along South Ocean Beach. The project scope of work includes engineering analysis, development of a long-term coastal protection measures and a management strategy using a multi-objective approach that both protects critical wastewater infrastructure and promotes environmental stewardship.

B. Reason for the request for modification:

Justification: The proposed amendment would increase the contract value and duration to address the following changes: 1) Increased Complexity and Scope to Design Elements- Additional analysis and design efforts are needed to develop a specialized design to account for unexpected geotechnical findings, to address comments on the design from stakeholders and provide ongoing coordination on the design with agencies such as the National Park Service (NPS) and the California Coastal Commission (CCC), and to develop specialized design elements to address the need for improved recreational access to the area currently occupied by the current Great Highway between Sloat Boulevard and Skyline Boulevard, which will be redesigned for an open space area with a trail for both pedestrian and bike use, new bathroom, new parking lot and three permanent access points to the beach. 2) Increased Environmental Analysis- A significant amount of environmental analysis and modeling has been added to support the CEQA process and address informational needs from the National Park Service and the permit requirements of the California Coastal Commission. 3) Increased Duration of Construction- After the development of the conceptual engineering report (CER), it was determined that the duration of construction is approximately 2 years longer than originally assumed. Engineering support will be required during this extended duration.

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

A. Specify required skills and/or expertise: In order to achieve the project goals/objectives Marine/Coastal Engineering specialty is required with technical specialties including but not limited to: coastal area environmental / hydraulic interactions, waterfront and shore protection structures, sediment transport, beach nourishment, hydraulic modeling, and environmental impact assessment, marine structures, geotechnical engineering, littoral transport, wind-induced sand transport, underground tunnel structures, construction of structural secant pile walls,

annual coastal monitoring and design of erosion mitigation measures that require implementation to comply with California Coastal Commission permit requirements.

- B. Which, if any, civil service class(es) normally perform(s) this work? 5207, Assoc Engineer; 5211, Eng/Arch/Landscape Arch Sr; 5212, Engineer/Architect Principal; 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?**

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 type of specialty work in Marine / Coastal Engineering structures is not normally performed by City staff. The frequency of projects related to marine engineering is so low that the City does not typically hire engineers with this engineering specialty and/or background in this field. There are not enough projects and work to justify having an engineer on city staff with this expertise.

- 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 is a unique project with complexities beyond the existing civil service classification descriptions and specialty Marine / Coastal Engineering specialty work is seldom used by the City within the ocean environment.

**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 contract? If so, please explain what that will entail; if not, explain why not.

Civil Engineers and Environmental Planners will be trained through six (6)-workshops on coastal engineering and monitoring requirements for approximately 24 hours total.

- 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.  
Amendment for this contract

7. **Union Notification:** On 04/12/21, the Department notified the following employee organizations of this PSC/RFP request:  
Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21; Architect & Engineers, Local 21;

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

Name: Shawndrea Hale Phone: (415) 551-4540 Email: shale@sfgwater.org

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 46784 - 16/17

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/07/2021

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



**From:** [Timothy Mathews](#)  
**To:** [Hale, Shawndrea M.](#); [Kyger, Todd](#); [Laxamana, Junko \(BOS\)](#); [WendyWong26@yahoo.com](#); [wendywong26@yahoo.com](#); [L21PSC Review](#); [Irwin, William](#); [DHR-PSCCoordinator, DHR \(HRD\)](#)  
**Cc:** [Julia Harding](#)  
**Subject:** RE: Receipt of Modification Request to PSC # 46784 - 16/17 - MODIFICATIONS  
**Date:** Wednesday, April 28, 2021 4:18:19 PM

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CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Todd,

Thank you for setting up the meeting to discuss our concerns around this PSC Modification with our committee.

At this time, the Union is able to withdraw its objection to Modification Request to PSC # 46784 - 16/17.

Thank you.

For the Union,

-Timothy

---

Timothy Mathews  
Pronouns: He/him/his  
Research Specialist

IFPTE Local 21  
1167 Mission Street, 2nd Floor  
San Francisco, CA 94103

Office: 415-914-7345

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

**From:** Timothy Mathews  
**Sent:** Thursday, April 15, 2021 2:04 PM  
**To:** 'shale@sfgwater.org' <shale@sfgwater.org>; junko.laxamana@sfgov.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; Kristen Schumacher <kschumacher@ifpte21.org>; L21PSC Review <L21PSCReview@ifpte21.org>; wirwin@sfgwater.org; DHR <dhr-psccoordinator@sfgov.org>  
**Cc:** Julia Harding <jharding@ifpte21.org>  
**Subject:** RE: Receipt of Modification Request to PSC # 46784 - 16/17 - MODIFICATIONS

Local 21 objects to this PSC modification.

The proposed additional scope of work is well outside the 'modified PSC,' and this Local 21 bargaining unit work should be done with in-house forces and not contracted out.

Please provide a number of dates/times when we can conduct a Meet and Confer.

For the Union,

-Timothy

---

Timothy Mathews  
Pronouns: He/him/his  
Research Specialist

IFPTE Local 21  
1167 Mission Street, 2nd Floor  
San Francisco, CA 94103

Office: 415-914-7345

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

From: dhr-psccoordinator@sfgov.org <dhr-psccoordinator@sfgov.org> On Behalf Of shale@sfwater.org

Sent: Monday, April 12, 2021 9:42 AM

To: shale@sfwater.org; junko.laxamana@sfgov.org; amakayan@ifpte21.org; ecassidy@ifpte21.com;  
WendyWong26@yahoo.com; wendywong26@yahoo.com; Timothy Mathews <tmathews@ifpte21.org>; Kristen  
Schumacher <kschumacher@ifpte21.org>; kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSC  
Review <L21PSCReview@ifpte21.org>; wirwin@sfwater.org; DHR <dhr-psccoordinator@sfgov.org>  
Subject: Receipt of Modification Request to PSC # 46784 - 16/17 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a modification request for a Personal Services Contract (PSC) for \$2,000,000 for services for the period September 1, 2022 – July 30, 2027. 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/16224>

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 amakayan@ifpte21.org junko.laxamana@sfgov.org

# **Additional Attachment(s)**

## PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION -- PUCDept. Code: PUCType of Request:  Initial  Modification of an existing PSC (PSC # \_\_\_\_\_)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: Professional Engineering Services Planning/Design/Support for Construction (CS-1003/PRO.0092)Funding Source: Wastewater Enterprise – CIPPSC Duration: 5 yearsPSC Amount: \$3,750,000**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

Professional engineering design, engineering construction support services, and geotechnical services for the coastal erosion management and engineering assessment of the Lake Merced Transport Tunnel (LMT) along South Ocean Beach as it runs from Sloat Boulevard to the Oceanside Water Pollution Control Plant. The project scope of work includes review of existing project engineering documents, engineering analysis of the current and potential coastal erosion, development of a long-term coastal protection measures and a management strategy using a multi-objective approach that both protects critical wastewater infrastructure and promotes environmental stewardship, development of the project conceptual engineering report, development of engineering construction bid documents including a geotechnical data report, geotechnical interpretive report, and engineering administration review of construction documents. The project is currently in the early alternatives analysis phase of planning, investigating a variety of alternatives that can address the ongoing erosion problem and provide added structural integrity for the LMT.

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

If denied / delayed, further potential erosion; jeopardize wastewater infrastructure assets and further degradation of environmental and recreational uses at South Ocean Beach as it is subjected to sea level rise, climate change and other effects. This project does not address other assets in the area such as the Richmond Transport, the Westside Lake Merced Transport, the Westside Pump Station and the Oceanside Treatment Plant.

**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.**

This request of Marine/Coastal Engineering specialty type professional engineering service has been provided in the past. The original O'Shaughnessy wall along Ocean Beach north of Lincoln Blvd. was installed in the 1920s, presumably designed by City staff. City staff does not have the expertise which includes marine construction and coastal engineering.

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

No.

**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.**

Construction for this project is scheduled to begin in summer of 2021 and end in the fall of 2022. During construction, it is important that the design team is available to provide engineering support, otherwise the intent of the design may not be fully realized. Therefore, for the purpose of continuity between design and construction, the request for the contract duration is 5 years.

**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.

**B. Explain the qualifying circumstances:**

The South Ocean Beach Project, a capital project under the Wastewater Enterprise Capital Improvement Program, is requesting specialty Marine/Coastal Engineering professional services for coastal erosion management of existing buried wastewater infrastructure (Lake Merced Transport Tunnel) protection along South Ocean Beach. The project

scope of work includes engineering analysis, development of a long-term coastal protection measures and a management strategy using a multi-objective approach that both protects critical wastewater infrastructure and promotes environmental stewardship.

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

- A. Specify required skills and/or expertise: In order to achieve the project goals/objectives Marine/Coastal Engineering specialty is required with technical specialties including but not limited to: coastal area environmental / hydraulic interactions, waterfront and shore protection structures, sediment transport, beach nourishment, hydraulic modeling, and environmental impact assessment, marine structures, geotechnical engineering, littoral transport, wind-induced sand transport, underground tunnel structures, construction of structural secant pile walls, annual coastal monitoring and design of erosion mitigation measures that require implementation to comply with California Coastal Commission permit requirements.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5207, Assoc Engineer; 5211, Eng/Arch/Landscape Arch Sr; 5212, Engineer/Architect Principal; 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?**

The Department of Public Works-Geotechnical Engineering Group was contacted regarding this project. As the scope of the project is further developed during the planning phase, their group may be able to offer design/review services based on the project's schedule and the availability of their staff. The SFPUC project team will initiate future discussions with this group to discuss the extent of their staff involvement.

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

- A. Explain why civil service classes are not applicable.  
The type of specialty work in Marine / Coastal Engineering structures is not normally performed by City staff. The frequency of projects related to marine engineering is so low that the City does not typically hire engineers with this engineering specialty and/or background in this field. There are not enough projects and work to justify having an engineer on city staff with this expertise.
- 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 is a unique project with complexities beyond the existing civil service classification descriptions and specialty Marine / Coastal Engineering specialty work is seldom used by the City within the ocean environment.

### **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 contract? If so, please explain what that will entail; if not, explain why not.  
Yes. Civil Engineers and Environmental Planners will be trained through six (6)-workshops on coastal engineering and monitoring requirements for approximately 24 hours total.
- 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. **Union Notification:** On 06/29/2017, the Department notified the following employee organizations of this PSC/RFP request:  
Architect & Engineers, Local 21; 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: Shamica Jackson Phone: 415-554-0727 Email: SJackson@sfgwater.org

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 46784 - 16/17

DHR Analysis/Recommendation:

action date: 08/21/2017

Commission Approval Required

Approved by Civil Service Commission

08/21/2017 DHR Approved for 08/21/2017

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH

Dept. Code: DPH

Type of Request:  Initial  Modification of an existing PSC (PSC # 41538 - 16/17)

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

Type of Service: Video Directly Observed Therapy (VDOT) Application for the San Francisco Dept of Public Health

Funding Source: Federal Grant

PSC Original Approved Amount: \$100,000 PSC Original Approved Duration: 01/01/17 - 12/31/21 (5 years)

PSC Mod#1 Amount: \$110,000 PSC Mod#1 Duration: 01/01/22-12/31/26 (5 years 1 day)

PSC Cumulative Amount Proposed: \$210,000 PSC Cumulative Duration Proposed: 10 years 1 day

**1. Description of Work**

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

Smartphone Video Directly Observed Therapy (VDOT) technology will allow Tuberculosis (TB) patients to use a smartphone to securely record themselves taking medication, attest to their state of health at the time they take their medications, and upload the video to a secure server. Department of Public Health (DPH) TB clinic staff will be able to view the videos securely and document medication ingestion that is tracked in a secure database. Initially, the DPH TB Clinic will be in charge of provisioning and maintaining smartphones needed for this project. At later stages, the goal is to have the application available for download. DPH TB Clinic staff will be in charge of selecting, training, monitoring and setting up patients to participate in the program.

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

This application is necessary to better manage TB patients taking medication remotely without the need for them to travel to the DPH TB clinic or to have a health professional view them taking the medication. Denial will result in adverse patient care and reduced ability to fulfill DPH's mission to protect and promote the health of all San Franciscans.

**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

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

Yes, if there is continued need.

**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:**

This contract modification is to exercise contract options. The Video Directly Observed Therapy (VDOT) Application for the San Francisco Dept of Public Health are limited in nature and for a

specific program inside of DPH. Due to the limited and specialized nature of the services, it more efficient to use contracted services.

**2. Reason(s) for the Request**

A. Display all that apply

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

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:

The City lacks the expertise to maintain this proprietary program.

B. Reason for the request for modification:

This modification is to exercise contract options to extend the service.

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

A. Specify required skills and/or expertise: Services must be provided as an off-site, fully-hosted, internet-based smartphone application. The application must be Android and iOS compatible and have video and data encryption capabilities. Communication must be secure for messages sent or received between DPH TB clinic staff and patients through phone, text, email or other electronic methods. The web interface must be secure for DPH TB clinic staff to access and review videos. The database must be secure for staff to record and document medication ingestion information. The website must be secure and must be accessible by standard internet browsers (e.g., Google Chrome, Firefox, Windows Explorer, Apple Safari).

B. Which, if any, civil service class(es) normally perform(s) this work? 1044, IS Engineer-Principal; 1070, IS Project Director; 1095, IT Operations Support Admin V;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, the contractor will provide an off-site, fully-hosted, internet-based application.

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

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 developer of the system is the only provider of the system and related the services. In addition, the application is proprietary and requires ongoing maintenance, support and updates directly from the software distributor/developer.



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, these are specialized proprietary services provided only by the manufacturer.

**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.  
The contractor may train supervisory staff and their designees on how to use the system. The staff that will be trained how to use the application may include: 0931 Manager III, 0933 Manager I, 2738 Porter Assistant Supervisor, 2740 Porter Supervisor, and 2785 Assistant General Services Manager.

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.  
SureAdhere Mobile Technology Inc

**7. Union Notification:** On 05/04/21, the Department notified the following employee organizations of this PSC/RFP request:

Professional & Tech Engrs, SFAPP; Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21; Management & Superv Local 21; 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

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 41538 - 16/17

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required  
DHR Approved for 06/07/2021

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

## Hale, Jacquie (DPH)

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**From:** dhr-psccordinator@sfgov.org on behalf of jacquie.hale@sfdph.org  
**Sent:** Tuesday, May 04, 2021 9:37 AM  
**To:** Hale, Jacquie (DPH); Laxamana, Junko (BOS); amakayan@ifpte21.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; Longhitano, Robert (DPH); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Modification Request to PSC # 41538 - 16/17 - 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 \$110,000 for services for the period January 1, 2022

– December 31, 2026. 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/16417>

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 amakayan@ifpte21.org junko.laxamana@sfgov.org

# **Additional Attachment(s)**

## PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH -- DPHDept. Code: DPHType of Request:  Initial  Modification of an existing PSC (PSC # \_\_\_\_\_)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: Video Directly Observed Therapy (VDOT) Application for the San Francisco Dept of Public HealthFunding Source: Federal GrantPSC Duration: 5 yearsPSC Amount: \$100,000**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

Smartphone Video Directly Observed Therapy (VDOT) technology will allow Tuberculosis (TB) patients to use a smartphone to securely record themselves taking medication, attest to their state of health at the time they take their medications, and upload the video to a secure server. Department of Public Health (DPH) TB clinic staff will be able to view the videos securely and document medication ingestion that is tracked in a secure database. Initially, the DPH TB Clinic will be in charge of provisioning and maintaining smartphones needed for this project. At later stages, the goal is to have the application available for download. DPH TB Clinic staff will be in charge of selecting, training, monitoring and setting up patients to participate in the program.

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

This application is necessary to better manage TB patients taking medication remotely without the need for them to travel to the DPH TB clinic or to have a health professional view them taking the medication. Denial will result in adverse patient care and reduced ability to fulfill DPH's mission to protect and promote the health of all San Franciscans.

**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.**

This is a new PSC.

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

Yes, if there is continued need.

**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):**

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

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:

The City lacks the expertise to maintain this proprietary program.

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

- A. Specify required skills and/or expertise: Services must be provided as an off-site, fully-hosted, internet-based smartphone application. The application must be Android and iOS compatible and have video and data encryption capabilities. Communication must be secure for messages sent or received between DPH TB clinic staff and patients through phone, text, email or other electronic methods. The web interface must be secure for DPH TB clinic staff to access and review videos. The database must be secure for staff to record and document medication ingestion information. The website must be secure and must be accessible by standard internet browsers (e.g., Google Chrome, Firefox, Windows Explorer, Apple Safari).
- B. Which, if any, civil service class(es) normally perform(s) this work? 1044, IS Engineer-Principal; 1070, IS Project Director; 1095, IT Operations Support Admin V;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, the contractor will provide an off-site, fully-hosted, internet-based application.

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

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 developer of the system is the only provider of the system and related the services. In addition, the application is proprietary and requires ongoing maintenance, support and updates directly from the software distributor/developer.
- 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, these are specialized proprietary services provided only by the manufacturer.

**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 contract? If so, please explain what that will entail; if not, explain why not.  
The contractor may train supervisory staff and their designees on how to use the system. The staff that will be trained how to use the application may include: 0931 Manager III, 0933 Manager I, 2738 Porter Assistant Supervisor, 2740 Porter Supervisor, and 2785 Assistant General Services Manager.
- 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. Union Notification:** On 11/11/2016, the Department notified the following employee organizations of this PSC/RFP request:  
Architect & Engineers, Local 21; Management & Superv Local 21; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21; Professional & Tech Engrs, SFAPP

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

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 41538 - 16/17

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 01/09/2017



PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION

Dept. Code: AIR

Type of Request:  Initial  Modification of an existing PSC (PSC # 4021-12/13)

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

Type of Service: Enterprise-wide Contract Monitoring and Compliance System

Funding Source: Airport Operating Funds

PSC Original Approved Amount: \$500,000

PSC Original Approved Duration: 10/01/12 - 09/30/18 (6 years)

PSC Mod#1 Amount: \$800,000

PSC Mod#1 Duration: 06/09/15-12/31/19 (1 year 13 weeks)

PSC Mod#2 Amount: \$650,000

PSC Mod#2 Duration: 01/01/20-06/30/23 (3 years 25 weeks)

PSC Mod#3 Amount: \$200,000

PSC Mod#3 Duration: 06/30/23-12/31/26 (3 years 26 weeks)

PSC Cumulative Amount Proposed: \$2,150,000

PSC Cumulative Duration Proposed: 14 years 13 weeks

**1. Description of Work**

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

The Airport has determined that it is necessary to acquire an enterprise-wide system where contract information is effectively maintained in one repository for timely consumption, decision making and reporting; thereby, streamlining communications and productivity throughout the contract management life cycle. [See attachment for the rest of Question 1A.]

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

The Airport relies on staff collaborating across divisions to ensure that all contract management processes are completed effectively and efficiently. Currently, absent an enterprise-wide contract system and central repository, each division is required to independently track core contract information. [See attachment for the rest of Question 1B.]

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.  
4021-12/13

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 align with the contract end date.

**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:

These services are needed to implement the new enterprise system that has been developed specifically for the Airport's process.

B. Reason for the request for modification:

We need the additional money and time to address the integration with PeopleSoft (since we lost the financial information from FAMIS)

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

A. Specify required skills and/or expertise: Contractor to have extensive knowledge of contract management systems (software and business processes), as applied to an airport environment where different contract types are managed.

B. Which, if any, civil service class(es) normally perform(s) this work? 1031, IS Trainer-Assistant; 1032, IS Trainer-Journey; 1033, IS Trainer-Senior;

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?**

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 not applicable because specialized skills and level of the system knowledge are only available through the software provider. Implementation of the system is expected to occur during a specified timeframe; subsequently, software maintenance and support of the proposed system is to be provided by the solution owner.

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 proposed implementation work is of a limited duration involving specialized knowledge. Likewise, subsequent support and maintenance will require specialize knowledge and skills and will be provided by the vendor.

**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 contract? If so, please explain what that will entail; if not, explain why not.  
[See attachment for Question 5B.]
- 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, Keenology Corporation dba CIPPlanner Corporation

**7. Union Notification:** On 05/03/21, the Department notified the following employee organizations of this PSC/RFP request:  
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: Cynthia Avakian Phone: 650-821-2014 Email: cynthia.avakian@flysfo.com

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 4021-12/13

DHR Analysis/Recommendation:  
Commission Approval Required  
DHR Approved for 06/07/2021

Civil Service Commission Action:

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

**From:** dhr-psccordinator@sfgov.org on behalf of cynthia.avakian@flsfo.com  
**To:** Cynthia Avakian (AIR); Laxamana, Junko (BOS); WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Modification Request to PSC # 4021-12/13 - MODIFICATIONS  
**Date:** Monday, May 3, 2021 3:40:14 PM

PSC RECEIPT of Modification notification sent to Unions and DHR

The AIRPORT COMMISSION -- AIR has submitted a modification request for a Personal Services Contract (PSC) for \$200,000 for services for the period June 30, 2023 – December 31, 2026. 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%2F5087&data=04%7C01%7Ccynthia.avakian%40flsfo.com%7C5227ba53edfb411b55b808d90e8467f3%7C22d5c2cfce3e443d9a7fdfcc0231f73f%7C0%7C0%7C637556784139832571%7CUnknown%7CTWFpbGZsb3d8eyJWlloiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C1000&data=0Mli4rDo2m44ruBasqkRRtKalnMqLNulzIbvWFXvCN0%3D&reserved=0>

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

kschumacher@ifpte21.org tmathews@ifpte21.org wendywong26@yahoo.com  
WendyWong26@yahoo.com junko.laxamana@sfgov.org

# **Additional Attachment(s)**

PSC 4021-12/13 Original:

Question 1A.

The system to be provided by the successful proposer shall address all business requirements, including capability to: (1) Enable input, maintenance and tracking of contract information for Airport contracts across the contract management life-cycle, (2) Accommodate concurrent usage by different user groups with appropriate access levels to allow for Contract/Project Managers, senior level management, Contracts staff, Accounting and other stakeholders to utilize the system, (3) Create and manage alerts and notifications to streamline communications, (4) Search, filter and query on specified contract data, (5) Develop outputs and reports that can optimize management, certification and compliance of contracts, (6) Develop workflows/checklists that can aid in the review and approvals of contract processes, and (7) Integrate with other defined systems including data imports and outputs in specified formats to avoid data duplication and redundant processes.

PSC 4021-12/13 Original:

Question 1B.

Duplication of such information can introduce delays in the exchange of quality contract data. Staff and other Airport stakeholders would benefit from an enterprise-wide system where contract information is effectively maintained in one repository for timely consumption, decision making and reporting; thereby, streamlining communications and productivity throughout the contract management life-cycle. The system will further allow the Airport to report on key contract metrics for improved monitoring and compliance. Denial of these services will jeopardize the Airport's ability to effectively manage contract management lifecycle and timely delivery of information for decision making and in response to inquiries.



PSC 4021-12/13 Original:

Question 5B.

Systems Administration training, ~ 50-100 hours for IS Operators & Administrators (~5)

User training, ~ 200-250 hours for various project managers, analysts, and other Airport staff (~ 50).

## PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSIONDept. Code: AIRType of Request:  Initial  Modification of an existing PSC (PSC # 4021-12/13)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: Enterprise-wide Contract Monitoring and Compliance SystemFunding Source: Airport Operating FundsPSC Original Approved Amount: \$500,000PSC Original Approved Duration: 10/01/12 - 09/30/18 (6 years)PSC Mod#1 Amount: \$800,000PSC Mod#1 Duration: 06/09/15-12/31/19 (1 year 13 weeks)PSC Mod#2 Amount: \$650,000PSC Mod#2 Duration: 01/01/20-06/30/23 (3 years 25 weeks)PSC Cumulative Amount Proposed: \$1,950,000PSC Cumulative Duration Proposed: 10 years 39 weeks**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

The Airport has determined that it is necessary to acquire an enterprise-wide system where contract information is effectively maintained in one repository for timely consumption, decision making and reporting; thereby, streamlining communications and productivity throughout the contract management life cycle. [See attachment for the rest of Question 1A.]

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

The Airport relies on staff collaborating across divisions to ensure that all contract management processes are completed effectively and efficiently. Currently, absent an enterprise-wide contract system and central repository, each division is required to independently track core contract information. [See attachment for the rest of Question 1B.]

**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, PSC 4021-12/13

**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:**

We need the approval to align with the implementation and 3 year maintenance of this system.

**2. Reason(s) for the Request****A. Display all that apply**

Explain the qualifying circumstances:

no response from department

B. Reason for the request for modification:

To increase amount and duration

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

- A. Specify required skills and/or expertise: Contractor to have extensive knowledge of contract management systems (software and business processes), as applied to an airport environment where different contract types are managed.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1031, IS Trainer-Assistant; 1032, IS Trainer-Journey; 1033, IS Trainer-Senior;
- 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?**

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 not applicable because specialized skills and level of the system knowledge are only available through the software provider. Implementation of the system is expected to occur during a specified timeframe; subsequently, software maintenance and support of the proposed system is to be provided by the solution owner.
- 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 proposed implementation work is of a limited duration involving specialized knowledge. Likewise, subsequent support and maintenance will require specialize knowledge and skills and will be provided by the vendor.

**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.  
[See attachment for Question 5B.]
- 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, Keenology Corporation dba CIPPlanner Corporation

**7. Union Notification:** On 01/31/17, the Department notified the following employee organizations of this PSC/RFP request:  
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: Cynthia Avakian Phone: 650-821-2014 Email: cynthia.avakian@flysfo.com

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 4021-12/13

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 02/09/2017

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION Dept. Code: AIR

Type of Request: [ ] Initial [x] Modification of an existing PSC (PSC # 4021-12/13)

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

Type of Service: Enterprise-wide Contract Monitoring and Compliance System

Funding Source: Airport Operating Funds

PSC Original Approved Amount: \$500,000

PSC Original Approved Duration: 10/01/12 - 09/30/18 (6 years)

PSC Mod#1 Amount: \$800,000

PSC Mod#1 Duration: 06/09/15-12/31/19 (1 year 13 weeks)

PSC Mod#2 Amount:

PSC Mod#2 Duration:

PSC Cumulative Amount Proposed: \$1,300,000

PSC Cumulative Duration Proposed: 7 years 13 weeks

1. Description of Work

A. Scope of Work:

The Airport has determined that it is necessary to acquire an enterprise-wide system where contract information is effectively maintained in one repository for timely consumption, decision making and reporting; thereby, streamlining communications and productivity throughout the contract management life cycle. [See attachment for the rest of Question 1A.]

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

The Airport relies on staff collaborating across divisions to ensure that all contract management processes are completed effectively and efficiently. Currently, absent an enterprise-wide contract system and central repository, each division is required to independently track core contract information. [See attachment for the rest of Question 1B.]

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

This is a new service

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

2. Union Notification: On 06/09/15, the Department notified the following employee organizations of this PSC/RFP request: Professional & Tech Engrs, Local 21; ;

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FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4021-12/13

DHR Analysis/Recommendation:

07/20/2015

Commission Approval Required

Approved by Civil Service Commission

DHR Approved for 07/20/2015

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

A. Specify required skills and/or expertise:

Contractor to have extensive knowledge of contract management systems (software and business processes), as applied to an airport environment where different contract types are managed.

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

1031,1032,1033,

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

No.

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

A. Explain why civil service classes are not applicable:

Civil service classifications are not applicable because specialized skills and level of the system knowledge are only available through the software provider. Implementation of the system is expected to occur during a specified timeframe; subsequently, software maintenance and support of the proposed system is to be provided by the solution owner.

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

No, the proposed implementation work is of a limited duration involving specialized knowledge. Likewise, subsequent support and maintenance will require specialize knowledge and skills and will be provided by the vendor.

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

**YES NO**

- |  |                                     |                                     |
|--|-------------------------------------|-------------------------------------|
| A. Will the contractor directly supervise City and County employee?  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| B. Will the contractor train City and County employee?<br>[See attachment for Question 5B.]  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| C. Are there legal mandates requiring the use of contractual services?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| D. Are there federal or state grant requirements regarding the use of contractual services?  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| E. Has a board or commission determined that contracting is the most effective way to provide this service?                        | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? Unknown at this time. | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD ON 06/09/15 BY:

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

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

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH

Dept. Code: DPH

Type of Request:  Initial  Modification of an existing PSC (PSC # 40855 - 15/16)

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

Type of Service: Marketing and Branding Services

Funding Source: General Fund

PSC Original Approved Amount: \$1,000,000 PSC Original Approved Duration: 09/01/16 - 08/31/20 (4 years)

PSC Mod#1 Amount: no amount added PSC Mod#1 Duration: 09/01/20-09/30/21 (1 year 4 weeks)

PSC Cumulative Amount Proposed: \$1,000,000 PSC Cumulative Duration Proposed: 5 years 4 weeks

**1. Description of Work**

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

The selected contractor(s) will develop and provide marketing, branding, internal and external communication plans, and media development services for the Department of Public Health. These services are essential for the Department to introduce, deliver services, and new initiatives to both internal and external audiences.

**Scope Change**

Modification 1 adds to the scope of work as follows: Contractor(s) will develop a mass campaign concept, creating the visual identity for campaign, providing consultative services on the City's mass communication efforts, developing social media campaign, and developing community outreach tool kits.

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

Expansions of the Affordable Care Act and Medicaid have increased the number of insured patients, creating a growing need for Department of Public (DPH) to better communicate and brand its services. In addition to several new and continuing internal initiatives such as the upcoming Electronic Health Record (EHR) project, continuing consolidation of services, patient and staff experience require a clear inclusive and effective communication plan. Communication and branding of services is crucial for access and achieving better health services to the community. Denial of this request will hamper the Department's ability to deliver effective services and compete in the new marketplace.

**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 40855 - 15/16

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

If there is a continued need.

- 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 Department needs to extend the duration for a COVID-19 response ad/outreach campaign.

**2. Reason(s) for the Request**

A. Display all that apply

- 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).

Explain the qualifying circumstances:

The growing number of diverse clients has created a need for the Department to provide guidance and communication to patients of programs and navigating our system. It is critical to provide clear communication of our health care services to our diverse community with its multilingual needs. Services are as-needed and short-term, as they are necessary only to establish communication and branding systems and identify best practices for reaching and providing information effectively to the large San Francisco demographic. A firm with particular experience in branding and communication to diverse communities in regards to health services, is needed to better serve our patients and provide the best patient care.

B. Reason for the request for modification:

Extending duration by one year and four weeks, to enable a contract as part of the Department's response to the COVID-19 pandemic, to develop a mass communication campaign.

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

- A. Specify required skills and/or expertise: Contractor(s) must have experience in brand strategy and definition and with development and roll-out of new branding as well as relevant project experience in health care, public sector, change management, brand development, marketing, and media development. Contractor(s) must have experience with diverse audiences of multiple backgrounds including diverse racial, ethnic, language, sexual orientation, gender preference, and socioeconomic backgrounds. Ability and expertise in working with diverse groups; including those with lower literacy rates, differing language capabilities, those who are multi-lingual in English, Spanish, Chinese and/or Tagalog (and sometimes other languages); and cultural understanding and competency. Contractor(s) must have implementation capabilities to rollout future communication efforts including print, web, social media, public outreach campaigns, and other effective venues to reach San Francisco Health Network populations. Experience in the communication rollout of an electronic health record system is crucial for inclusive access to health care for all members of the San Francisco community.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1312, Public Information Officer; 1823, Senior Administrative Analyst; 1824, Pr Administrative Analyst; 0933, Manager V;
- 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?**

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 wide range of resources, expertise, implementation and coordination skills for branding, marketing, and media development are as-needed 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.

**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 staff.

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. Union Notification: On 04/30/21, the Department notified the following employee organizations of this PSC/RFP request:**

Professional & Tech Engrs, Local 21; 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

Address: 101 Grove St., Room 307, San Francisco, CA 94102

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 40855 - 15/16

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 06/07/2021

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

## Hale, Jacquie (DPH)

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**From:** dhr-psccordinator@sfgov.org on behalf of jacquie.hale@sfdph.org  
**Sent:** Friday, April 30, 2021 10:20 AM  
**To:** Hale, Jacquie (DPH); 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 # 40855 - 15/16 - 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 \$0 for services for the period September 1, 2020 – September 30, 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/16413>

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

# **Additional Attachment(s)**

## PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH -- DPHDept. Code: DPHType of Request:  Initial  Modification of an existing PSC (PSC # \_\_\_\_\_)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: Marketing and Branding ServicesFunding Source: General FundPSC Duration: 4 yearsPSC Amount: \$1,000,000**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

The selected contractor(s) will develop and provide marketing, branding, internal and external communication plans, and media development services for the Department of Public Health. These services are essential for the Department to introduce, deliver services, and new initiatives to both internal and external audiences.

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

Expansions of the Affordable Care Act and Medicaid have increased the number of insured patients, creating a growing need for Department of Public (DPH) to better communicate and brand its services. In addition to several new and continuing internal initiatives such as the upcoming Electronic Health Record (EHR) project, continuing consolidation of services, patient and staff experience require a clear inclusive and effective communication plan. Communication and branding of services is crucial for access and achieving better health services to the community. Denial of this request will hamper the Department's ability to deliver effective services and compete in the new marketplace.

**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.**

This is a new service.

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

If there is a continued need.

**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):**

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).

**B. Explain the qualifying circumstances:**

The growing number of diverse clients has created a need for the Department to provide guidance and communication to patients of programs and navigating our system. It is critical to provide clear communication of our health care services to our diverse community with its multilingual needs. Services are as-needed and short-term, as they are necessary only to establish communication and branding systems and identify best practices for reaching and providing information effectively to the large San Francisco demographic. A firm with particular experience in branding and communication to diverse communities in regards to health services, is needed to better serve our patients and provide the best patient care.

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

A. Specify required skills and/or expertise: Contractor(s) must have experience in brand strategy and definition and with development and roll-out of new branding as well as relevant project experience in health care, public sector, change

management, brand development, marketing, and media development. Contractor(s) must have experience with diverse audiences of multiple backgrounds including diverse racial, ethnic, language, sexual orientation, gender preference, and socioeconomic backgrounds. Ability and expertise in working with diverse groups; including those with lower literacy rates, differing language capabilities, those who are multi-lingual in English, Spanish, Chinese and/or Tagalog (and sometimes other languages); and cultural understanding and competency. Contractor(s) must have implementation capabilities to rollout future communication efforts including print, web, social media, public outreach campaigns, and other effective venues to reach San Francisco Health Network populations. Experience in the communication rollout of an electronic health record system is crucial for inclusive access to health care for all members of the San Francisco community.

- B. Which, if any, civil service class(es) normally perform(s) this work? 1312, Public Information Officer; 1823, Senior Administrative Analyst; 1824, Pr Administrative Analyst; 0933, Manager V;
- 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?**

The Department is utilizing standard efforts through the its communications section, but does not have the resources or expertise to rollout and implement these services in the time needed.

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

- A. Explain why civil service classes are not applicable.  
The wide range of resources, expertise, implementation and coordination skills for branding, marketing, and media development are as-needed 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.

**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 formal training as part of the contracts under this PSC, but some knowledge transfer is expected to civil service communication staff who will work in concert with the contractor(s) regarding current marketplace resources.
- 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. Union Notification:** On 08/15/2016, the Department notified the following employee organizations of this PSC/RFP request:  
Architect & Engineers, Local 21; Municipal Executive Association; 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: Jacquie Hale Phone: (415) 554-2609 Email: jacquie.hale@sfdph.org

Address: 101 Grove St., Room 307 San Francisco, CA 94102

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 40855 - 15/16

DHR Analysis/Recommendation:

action date: 02/06/2017

Commission Approval Required

Approved by Civil Service Commission

02/06/2017 DHR Approved for 02/06/2017