



London Breed  
Mayor

Carol Isen  
Human Resources Director

Date: December 3, 2021

To: The Honorable Civil Service Commission

Through: Carol Isen  
Human Resources Director

From: Cynthia Avakian, AIR  
Joyce Kimotsuki, CON  
William Lee / Thomas Chen, DEM  
Monique Colon, HOM  
Esperanza Zapien / Johanna Gendelman, HSA  
Karen Henderson, MYR  
Stephanie Tang, PRT  
Kelly Hiramoto, DPH  
Shawndrea Hale / Daniel Kwon, PUC  
Alexander Burns, DPW  
Joan Lubamersky / Lynn Khaw, ADM  
Amy Nuque, MTA  
Genie Wong, POL

Subject: **Personal Services Contracts Approval Request**

This report contains sixteen (16) personal services contracts (PSCs) in accordance with the revised Civil Service Commission (CSC) procedures for processing PSCs that became effective on November 5, 2014.

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

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

DHR has prepared the following cost summary for personal services contracts that have been processed through the Department of Human Resources Fiscal Year 21/22 to date:

Total of this Report	YTD Expedited Approvals FY2021-2022	Total for FY2021-2022
\$68,199,000	\$172,863,570	\$1,236,257,681

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

Joyce Kimotsuki  
Controller  
1 Dr. Carlton B. Goodlett Pl., Rm. 306  
San Francisco, CA 94102  
(415) 554-6562

William Lee / Thomas Chen  
Department of Emergency Management  
1011 Turk St.,  
San Francisco, CA 94102  
WL: (415) 558-3866  
TC: (415) 269-6562

Monique Colon  
Homelessness and Supportive Housing  
440 Turk St.,  
San Francisco, CA 94102  
(415) 355-5230

Esperanza Zapien / Johanna Gendelman  
Human Services  
1650 Mission Street, Ste. 500  
San Francisco, CA 94103  
EZ: (415) 557-5657  
JG: (415) 557-5507

Karen Henderson  
Mayor  
1 South Van Ness Avenue, 5th floor  
San Francisco, CA 94103  
(415) 701-5557

Stephanie Tang  
Port  
Pier 1  
San Francisco, CA 94111  
(415) 274-0483

Kelly Hiramoto  
Public Health  
1380 Howard St.,  
San Francisco, CA 94103  
(415) 206-4168

Shawndrea Hale / Daniel Kwon  
Public Utilities Commission  
525 Golden Gate Ave., 8<sup>th</sup> Floor  
San Francisco, CA 94102  
SH: (415) 551-4540  
DK: (415) 934-5722

Alexander Burns  
Public Works  
49 South Van Ness, Ste. 1600  
San Francisco, CA 94103  
(415) 554-6411

Joan Lubamersky / Lynn Khaw  
City Administrator  
1 Dr. Carlton B. Goodlett Pl., Rm. 362  
San Francisco, CA 94102  
JL: (415) 554-4859  
LK: (415) 554-6296

Amy Nuque  
Municipal Transportation Agency  
1 South Van Ness Ave., 6th Floor  
San Francisco, CA 94103  
(415) 646-2802

Genie Wong  
Police  
1245 3<sup>rd</sup> St., 6<sup>th</sup> Floor  
San Francisco, CA 94158  
(415) 837-7208

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# POSTING FOR

December 20, 2021

## PROPOSED PERSONAL SERVICES CONTRACTS – REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
43794 - 21/22	AIRPORT COMMISSION	\$800,000.00	Contractor will be responsible for the installation and setup of the Records Information Management System ("RIMS") proprietary software and the conversion of legacy information into the new system for the San Francisco Police Department - Airport Bureau ("SFPD-AB"). Software support and maintenance will include upgrades to new software versions of the proprietary RIMS system, provide additional licenses, provide an interface to the existing computer-aided design (CAD) system, and other services necessary to maintain and support system functionality.	November 1, 2021	June 30, 2026	REGULAR
44342 - 21/22	AIRPORT COMMISSION	\$350,000.00	Contractor will provide software configuration, support and maintenance services to enable additional Cable Management System ("CMS") modules for the proprietary system. The requested services will allow the Airport to replace its Microsoft Access-based Project Reporting and Operating System ("PROS") with CMS functionality. Additionally, CMS includes integration capabilities with other Airport systems to render operational efficiencies in the overall management of telecommunication services deployed by San Francisco International Airport ("SFO").	January 1, 2022	December 31, 2026	REGULAR
49146 - 21/22	CONTROLLER	\$250,000.00	Professional services necessary to implement a hosted Governmental Accounting Standards Board (GASB) 87 reporting solution to comply with Federal Fiscal Year 22 GASB reporting requirements, including both technical integrations and preparation of the final report. These GASB reporting requirements are needed for the City to be compliant with State accounting requirements.	February 15, 2022	December 31, 2028	REGULAR
42326 - 21/22	DEPARTMENT OF EMERGENCY MANAGEMENT	\$500,000.00	The Scope of Work of this request is for the existing consulting firm Federal Engineering, Inc to finish the final phase (Phase 5) of the current on-going City-wide mission critical Public Safety Radio Replacement project initiated in 2014. Major work for Phase 5 is to	January 1, 2022	January 30, 2024	REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			complete the implementation and deployment of the newly purchased Public Safety Radio system as the replace system of the current 800mHZ radio system implemented in 1998. The project completion date is delayed and this PCS is for a second extension.			
46897 - 21/22	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING	\$450,000.00	The purpose of the contract is to provide inspection services related to federal subsidized housing required by the U.S Department of Housing and Urban Development (HUD).	June 1, 2022	June 30, 2027	REGULAR
45313 - 21/22	HUMAN SERVICES	\$1,700,000.00	The contractor will provide ongoing maintenance support, training and as-needed consulting for workflow customization, and ad-hoc reports needed for the Q-flow lobby management solution.  Contractor will also provide project management in the form of meetings, email and phone communications. Management tasks include collaboration with the Human Services Agency's IT and relevant program staff, on as-needed basis development of the system specification, oversight of custom programming, collection of user feedback, customized reports, customized scripting, and as needed training.	January 1, 2022	June 30, 2024	REGULAR
47862 - 21/22	MAYOR	\$3,000,000.00	The Mayor's Office of Housing and Community Development iteratively grows the service and expand its Salesforce data model to migrate almost all of its data into the same instance, it seeks support from an experienced custom-development Salesforce consultant, with particular strength in data model and custom solution development. The Mayor's Office of Housing and Community Development has decades' worth of extensive data from multiple functional areas of the department, the bulk of which exists in Microsoft Excel spreadsheets and isolated Microsoft Access databases. Staff members face challenges created by process information across multiple spreadsheets and the absence of single sources of truth for key data. Aligning data across the Mayor's Office of Housing and Community Development divisions, with the participation of key staff, is the biggest project challenge, but the Mayor's Office of Housing and Community Development also seeks assistance with the following: <ul style="list-style-type: none"> <li>• Support for continuing DAHLIA development, as needed</li> <li>• Data model development and maintenance</li> <li>• Changes as required to accommodate data from additional areas of the department and future business requirements</li> <li>• Data migration from varied existing sources to the modified design</li> </ul>	November 1, 2021	November 1, 2026	REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			<ul style="list-style-type: none"> <li>Support for new business processes and practices (including select training and reporting assistance), modified as the result of data migration</li> </ul>			
49598 - 21/22	PORT	\$400,000.00	The Port of San Francisco maintains a shoreside power system at Pier 27/29. The shoreside power connection allows for cruise ships that come into port to be connected to the City's high voltage electrical grid. The shoreside electrical system is proprietary under US Patent 9054558. The requested personal services contract will provide annual testing and recommissioning of the shoreside power equipment at Pier 27/29.	February 1, 2022	January 31, 2026	REGULAR
40733 - 21/22	PUBLIC HEALTH	\$5,000,000.00	The contractor will provide the Department of Public Health (DPH), with an integrated Short Messaging Service (SMS) text messaging platform, associated implementation, hosting (as applicable) and maintenance services. The application will be integrated with the Epic Electronic Health Records System (EHR) currently in use by the Department. One of the goals of the new integrated system is real-time communication with patients, which has become vital during the COVID-19 pandemic response and is projected to be a key tool in future patient and provider communication. The contractor's application will provide essential functions such as real time ability for patient appointment reminders, quick reminders and updates such as earlier available appointments, incoming text message responses, touch free patient arrival workflows, family and friends notifications, event triggered updates for urgent care, Epic MyChart tickler messages, instant activation codes, surgical case reminders and surgery updates. The Department prefers a solution with out-of-the-box capabilities to support the DPH and Epic EHR.	December 1, 2021	November 30, 2026	REGULAR
40507 - 21/22	PUBLIC UTILITIES COMMISSION	\$600,000.00	<p>The work will involve developing cover and interior theme concepts and designs for each book, laying out content provided by the SFPUC budget team into the book, formatting charts, graphs and tables, producing the document so it is suitable for both web and print.</p> <p>This will be a short term project, with services needed for approximately 3-5 months every other year, and 3 months every year as the Biennial budget is only issued every other year.</p>	June 1, 2022	May 31, 2027	REGULAR
45302 - 21/22	PUBLIC UTILITIES COMMISSION	\$4,000,000.00	This contract entails the disposal of grit separated from wastewater influent at the City's wastewater treatment plants. These treatment plants produce approximately 3,000 wet tons of grit annually. The grit	March 1, 2022	February 28, 2027	REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			is mainly separated from the wastewater influent before the treatment process and must be disposed of in a landfill. In the event of operational issues at the treatment plant where Biosolids cannot be reused, they must be disposed of in a landfill. These materials are hauled to landfill via a separate contract. This contract pays for the landfill disposal costs of these materials. This contract only provides access to a landfill for these materials, it performs no other services involved with these materials other than their disposal.			
41195 - 21/22	GENERAL SERVICES AGENCY - PUBLIC WORKS	\$1,000,000.00	<p>Consultant will assist San Francisco Public Works (SFPW) with executive leadership coaching and provide strategic management training on a range of topics, broadly divided into 4 Service Areas listed below, to aid in the improvement of the following areas: (1) Strengthen executive presence and self-awareness; (2) Provide coaching to help recognize derailment behaviors that can have negative impacts on individual or team work relationships. (3) Enhance emotional intelligence by building individual communication and leadership styles/skills; (4) Build framework for establishing goals, setting expectations, and how to address real-world situation; (5) Establish a culture of accountability for achieving behavioral changes and organizational goals.</p> <p>Service Area 1: Individualized Executive Leadership Coaching and Strategic Management Training  Service Area 2: Leadership, Management, and Employee Development Training  Service Area 3: Strategic Planning, Training and Facilitation  Service Area 4: Negotiation, Mediation, and Partnering Training</p>	November 8, 2021	November 7, 2026	REGULAR

TOTAL AMOUNT \$18,050,000

# POSTING FOR

December 20, 2021

## PROPOSED PERSONAL SERVICES CONTRACTS – Modifications

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
44114 - 17/18 - MODIFICATIONS	December 20, 2021	GENERAL SERVICES AGENCY - CITY ADMIN -- ADM	\$50,000,000	\$200,000,000	As needed information technology services for the Technology Marketplace, including but not limited to system design, business analysis, software as a service, training, and hardware maintenance.	07/01/2023	12/31/2023	REGULAR
41001 - 21/22 - MODIFICATIONS	December 20, 2021	MUNICIPAL TRANSPORTATION AGENCY -- MTA	\$80,000	\$210,000	The consultant will provide oversight-monitoring assistance to the San Francisco Municipal Transportation Agency (SFMTA) to review a designated contractor's drug and alcohol testing policies and procedures for compliance. The consultant will conduct an annual on-site review of the selected collection and testing contractor's drug and alcohol testing policy, record keeping, testing reports, education, and training attendance rosters, and any other documents	01/31/2025	02/01/2027	REGULAR

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					pertaining to compliance with the Department of Transportation/Federal Transit Administration (DOT/FTA) Drug and Alcohol Testing Rules and Regulations. Also conduct audits of service agents (Specimen Collector, Medical Review Officer, laboratory, etc) that assist the SFMTA in maintaining compliance with the drug and alcohol testing guidelines.			
33309 - 19/20 - MODIFICATIONS	December 20, 2021	POLICE -- POL	\$29,000	\$104,000	<p>The contractor will provide maintenance, service and parts to liquid handling platform used in DNA analysis process for the San Francisco Police Department's Crime Laboratory.</p> <p><b>Scope Change:</b> San Francisco Police Department Crime Lab is moving to new location at 1995 Evans Street. In addition to providing proprietary parts and maintenance, contractor is the only authorized company to pack, transport, re-install, and calibrate Tecan instruments for this move.</p>	02/01/2020	01/31/2024	ADMINISTRATIVE APPROVAL

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
44312 - 20/21 - MODIFICATIONS	December 20, 2021	POLICE -- POL	\$40,000	\$200,000	<p>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.</p> <p><b>Scope Change:</b> San Francisco Police Department Crime Lab is moving to new location at 1995 Evans Street. In addition to providing proprietary parts and maintenance, contractor is the only authorized company to de-install, re-install, and calibrate instruments for this move.</p>	07/01/2021	06/30/2025	ADMINISTRATIVE APPROVAL

TOTAL AMOUNT \$50,149,000

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

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION -- AIR

Dept. Code: AIR

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

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

Type of Service: Records Information Management System (RIMS)

Funding Source: Operating Funds

PSC Amount: \$800,000

PSC Est. Start Date: 11/01/2021

PSC Est. End Date 06/30/2026

**1. Description of Work**

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

Contractor will be responsible for the installation and setup of the Records Information Management System ("RIMS") proprietary software and the conversion of legacy information into the new system for the San Francisco Police Department - Airport Bureau ("SFPD-AB"). Software support and maintenance will include upgrades to new software versions of the proprietary RIMS system, provide additional licenses, provide an interface to the existing computer-aided design (CAD) system, and other services necessary to maintain and support system functionality.

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

The contract is necessary for the installation of the RIMS software and to ensure continued maintenance and support. The RIMS software allows the collaboration of systems for San Mateo County law enforcement agencies and the SFPD-AB to inherently "talk" to each other and share and/or, if permitted, modify record information and provide statistics. The SFPD-AB would also be able to retrieve criminal information from nearby police agencies. Consequences of denial includes the SFPD-AB not being able to collaborate with other San Mateo County law enforcement agencies, which could compromise the SFPD-AB's ability to assist in the protection and safety at the Airport and the City and County of San Francisco.

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?

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.

not applicable

**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 are as-needed services for support and maintenance.

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

A. Specify required skills and/or expertise: Due to the proprietary nature of this complex system, only trained and certified engineers of the RIMS software are able to provide maintenance and support services.

B. Which, if any, civil service class(es) normally perform(s) this work? 1042, IS Engineer-Journey; 1043, IS Engineer-Senior; 1044, IS Engineer-Principal; 1094, IT Operations Support Admin IV; 1822, Administrative Analyst; 9209, Community Police Services Aide; Q002, Police Officer; 1094, IT Operations Support Administrator IV ; 1094, IT Operations Support Administrator 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?**

None, at this time.

**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 the services required must include access to the contractor's proprietary software.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, as the vendor does not release system proprietary information or source code, so civil servants cannot perform the maintenance and support.

**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. Yes. 1) Records training to enter and run reports, track evidence, statistics, and other reporting tasks. 12 hours - Q002 Police Officers. 2) Maintenance and support of the system on a daily basis and responsible for data backups in the case that data becomes corrupted or lost. 8 hours - 1042 IS Engineer-Journey and 1094 IT Operations Support Administrator IV. 3) Records training to run reports, track evidence, statistics, and other reporting tasks. 12 hours - 1823 Senior Administrative Analyst

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 09/22/2021, the Department notified the following employee organizations of this PSC/RFP request:

Professional & Tech Engrs, Local 21; SEIU 1021 Miscellaneous; SFPOA - Q2-Q50

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# 43794 - 21/22

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 12/20/2021

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



## Sung Kim (AIR)

---

**From:** Cynthia Avakian (AIR)  
**Sent:** Thursday, September 23, 2021 8:02 AM  
**To:** mlobre@sfpoa.org; tracym@sfpoa.org; 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); Cynthia Avakian (AIR); mleach@ibt856.org; Frigault, Noah (HRC); Meyers, Julie (HSA); Basconcillo, Katherine (PUC); pcamarillo\_seiu@sbcglobal.net; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; ted.zarzecki@seiu1021.net; davidmkersten@gmail.com; xiumin.li@seiu1021.org; Poon, Sin Yee (HSA); david.canham@seiu1021.org; jtanner940@aol.com; 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); tmontoya@sfpoa.org  
**Subject:** RE: Receipt of Notice for new PCS over \$100K PSC # 43794 - 21/22

All,

I'm resending this request since the email did not notice all the Union representatives.

Please let me know if you have further questions.

Thanks and Stay Safe,

Cynthia Avakian

Director, Contracts | Chief Information Officer's Office San Francisco International Airport | P.O. Box 8097 | San Francisco, CA 94128 or San Francisco International Airport | North Shoulder Building 5th Floor – Airport Commission Offices | San Francisco, CA 94128 (for overnight deliveries) Tel 650-821-2014 | [flysfo.com](http://flysfo.com) (preferred pronouns: she/her/hers)

[Facebook](#) | [Twitter](#) | [YouTube](#) | [Instagram](#) | [LinkedIn](#)

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

From: dhr-psccordinator@sfgov.org <dhr-psccordinator@sfgov.org> On Behalf Of cynthia.avakian@flysfo.com  
Sent: Wednesday, September 22, 2021 1:45 PM  
To: Cynthia Avakian (AIR) <cynthia.avakian@flysfo.com>; mlobre@sfpoa.org; @sfpoa.org; tracym@sfpoa.org; Laxamana, Junko (BOS) <junko.laxamana@sfgov.org>; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Cynthia Avakian (AIR) <cynthia.avakian@flysfo.com>; DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>  
Subject: Receipt of Notice for new PCS over \$100K PSC # 43794 - 21/22

RECEIPT for Union Notification for PSC 43794 - 21/22 more than \$100k

The AIRPORT COMMISSION -- AIR has submitted a request for a Personal Services Contract (PSC) 43794 - 21/22 for \$800,000 for Initial Request services for the period 11/01/2021 – 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:

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION -- AIR

Dept. Code: AIR

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

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

Type of Service: Cable Management System configuration, support and maintenance

Funding Source: Airport Operating Account

PSC Amount: \$350,000

PSC Est. Start Date: 01/01/2022

PSC Est. End Date 12/31/2026

**1. Description of Work**

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

Contractor will provide software configuration, support and maintenance services to enable additional Cable Management System ("CMS") modules for the proprietary system. The requested services will allow the Airport to replace its Microsoft Access-based Project Reporting and Operating System ("PROS") with CMS functionality. Additionally, CMS includes integration capabilities with other Airport systems to render operational efficiencies in the overall management of telecommunication services deployed by San Francisco International Airport ("SFO").

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

SFO needs to replace PROS since it is on an unsupported version of MS Access that can no longer be enhanced. This is a critical system and is considered a vulnerable application at risk. CMS will provide circuit information and export this data to other SFO systems that are required for the monthly Airport tenant billing. If denied, SFO may be at risk for system failure and revenue loss from the inability to accurately bill SFO tenants.

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 request. This service was brought in as part of a construction project.

D. Will the contract(s) be renewed?

Yes, if the service is needed in the future.

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

The term is to align with the resulting contract.

**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:

The City does not have access to the proprietary software to support this system.

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

A. Specify required skills and/or expertise: Knowledge of the proprietary CMS software as well as domain expertise, configuration, integration, data model, and technical implementation skills.

B. Which, if any, civil service class(es) normally perform(s) this work? 1041, IS Engineer-Assistant; 1042, IS Engineer-Journey; 1043, IS Engineer-Senior; 1044, IS Engineer-Principal; 1051, IS Business Analyst-Assistant; 1052, IS Business Analyst; 1053, IS Business Analyst-Senior; 1054, IS Business Analyst-Principal; 1070, IS Project Director; 7308, Cable Splicer; 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?**

None, since the City doesn't have access to the proprietary software.

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

A. Explain why civil service classes are not applicable.

The City doesn't have access to the proprietary software.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, not at this time.

**6. Additional Information**

A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
Yes. Training hours are estimated to range between 8-52 hours to different user groups and will be delivered through both virtual platforms and on-site meetings. • Provisioning Engineers (1042, 1043, 1044): 24 - 52 hours • Networking and Telecommunications Engineers/Business Analysts (1041, 1042, 1043, 1044, 1051, 1052, 1053, 1054): 8 - 24 hours • Cable Splicers (7308): 8 - 24 hours • Business Analysts (1053, 1054, 0932): 8 - 24 hours

C. Are there legal mandates requiring the use of contractual services?  
No.

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

E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
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 10/21/2021, the Department notified the following employee organizations of this PSC/RFP request:

Electrical Workers, Local 6; Municipal Executive Association; Prof & Tech Eng, Local 21

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

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

Address: P. O. Box 8097 San Francisco, CA 94128

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 44342 - 21/22

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 12/20/2021

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

## Cynthia Avakian (AIR)

---

**From:** dhr-psccordinator@sfgov.org on behalf of cynthia.avakian@flysfo.com  
**Sent:** Thursday, October 21, 2021 11:05 AM  
**To:** Cynthia Avakian (AIR); WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; amakayan@ifpte21.org; L21PSCReview@ifpte21.org; Laxamana, Junko (BOS); Criss@sfmea.com; camaguey@sfmea.com (contact); Christina@sfmea.com; staff@sfmea.com; oashworth@ibew6.org; khughes@ibew6.org; Cynthia Avakian (AIR); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 44342 - 21/22

RECEIPT for Union Notification for PSC 44342 - 21/22 more than \$100k

The AIRPORT COMMISSION -- AIR has submitted a request for a Personal Services Contract (PSC) 44342 - 21/22 for \$350,000 for Initial Request services for the period 01/01/2022 – 12/31/2026. 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:

<https://gcc02.safelinks.protection.outlook.com/?url=http%3A%2F%2Fapps.sfgov.org%2Fdhrdrupal%2Fnode%2F17468&data=04%7C01%7Ccynthia.avakian%40flysfo.com%7C637210a80780406bf33408d994bdc179%7C22d5c2cfce3e443d9a7fdfcc0231f73f%7C0%7C0%7C637704364993948473%7CUnknown%7CTWFpbGZsb3d8eyJWljiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6Ikh1aWwiLCJXVCi6Mn0%3D%7C1000&sdata=oTHbUXmVZtDRSepg74ZzaF9RCS5EAnalm88ZoO4srbs%3D&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

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: CONTROLLER -- CON

Dept. Code: CON

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

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

Type of Service: Technical integration of hosted accounting reporting solution

Funding Source: General Fund

PSC Amount: \$250,000

PSC Est. Start Date: 02/15/2022

PSC Est. End Date 12/31/2028

**1. Description of Work**

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

Professional services necessary to implement a hosted Governmental Accounting Standards Board (GASB) 87 reporting solution to comply with Federal Fiscal Year 22 GASB reporting requirements, including both technical integrations and preparation of the final report. These GASB reporting requirements are needed for the City to be compliant with State accounting requirements.

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

Manual preparation from GASB 87 is complex and time-consuming with increased risk of errors. An automated application to meet GASB 87 accounting requirements is necessary. If denied, then there's the possibility that City's financial statements could not be issued on time.

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 Governmental Accounting Standards Boards accounting requirement so this service has not been provided in the past.

D. Will the contract(s) be renewed?

To be determined. The contract will have an option to renew and it's possible the contract will 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.

The request that the PSC cover about 6 years is to enable the resulting multi-year contract and options to renew for professional services needed to implement a hosted Governmental Accounting Standards Board (GASB) 87 reporting solution to comply with Federal Fiscal Year 22 GASB reporting requirements, including both technical integrations and preparation of the final report. These GASB 87 reporting requirements are needed for the City to be compliant with State accounting requirements which span across multiple years. Given that the GASB 87 reporting requirements are new, there will be a significant learning curve for the contractor's understanding and documenting of the City and County of San Francisco, which a longer contract period permits and leads to cost efficiencies.

**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:

Contractor possesses the proprietary software and no City staff have the highly specialized expertise in technical/application/software development in lease accounting and financial reporting areas to implement the proprietary software.

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

A. Specify required skills and/or expertise: Technical/application/software development in the lease accounting and financial reporting areas.

B. Which, if any, civil service class(es) normally perform(s) this work? 1054, IS Business Analyst-Principal; 1070, IS

Project Director; 0932, Manager IV;

- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: City does not possess the software. Contractor will possess the proprietary software and contractor will provide professional services post go-live implementation of Software As A Service.

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

City does not have staff with the specialized expertise with technical/application/software development in lease accounting and financial reporting areas.

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

- A. Explain why civil service classes are not applicable.  
Contractor possesses the proprietary software and highly specialized staff needed who have technical/application/software development expertise in lease accounting and financial reporting areas to implement proprietary software.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. Contractor possesses the proprietary software and City does not have the highly specialized staff needed who have technical/application/software development expertise in lease accounting and financial reporting areas to implement proprietary software which crosses multiple classifications and skill sets.

**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. Contractor will provide training sessions and written job aids on use of proprietary software and reporting capabilities.
- 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 10/22/2021, 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

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

Name: Joyce Kimotsuki Phone: (415) 554-6562 Email: joyce.kimotsuki@sfgov.org

Address: 1 Dr Carlton B Goodlett Place, #306 San Francisco, CA 94102

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 49146 - 21/22

DHR Analysis/Recommendation:  
Commission Approval Required  
DHR Approved for 12/20/2021

Civil Service Commission Action:

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

## Choi, Suzanne (HRD)

---

**From:** dhr-psccordinator@sfgov.org on behalf of joyce.kimotsuki@sfgov.org  
**Sent:** Friday, October 22, 2021 12:50 AM  
**To:** Kimotsuki, Joyce (CON); WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; amakayan@ifpte21.org; L21PSCReview@ifpte21.org; Laxamana, Junko (BOS); Criss@sfmea.com; camaguey@sfmea.com (contact); Christina@sfmea.com; staff@sfmea.com; Kimotsuki, Joyce (CON); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 49146 - 21/22

RECEIPT for Union Notification for PSC 49146 - 21/22 more than \$100k

The CONTROLLER -- CON has submitted a request for a Personal Services Contract (PSC) 49146 - 21/22 for \$250,000 for Initial Request services for the period 02/15/2022 – 12/31/2028. 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/17469> 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)**

**TO:** DHR  
**FROM:** Joyce Kimotsuki  
**DATE:** 10/22/2021  
**SUBJECT:** 49146- 21/22 Training

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Contractor will provide training sessions and written job aids on use of proprietary software and reporting capabilities including:

- Complete Training Overview, including but not limited to training sessions for power users, job aids, in-person training and virtual training sessions; and
- Any other associated requirements for a successful implementation.

**City and County of San Francisco**  
**Sourcing Event ID 0000006009**  
**CON | RFP2021-06**

**Formal Request for Proposals for:**  
**GASB 87 Software Solution & Professional Services Integration with Oracle PeopleSoft**

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



Solicitation Schedule \*

Request for Proposals Issuance	October 5, 2021
Contract Monitoring Division (CMD) Technical Assistance Period: Email: <a href="mailto:dalmar.ismail@sfgov.org">dalmar.ismail@sfgov.org</a> Tel: 415.581.2322	October 6, 2021 to November 2, 2021
<b>CMD Pre-Proposal Conference</b> <b>Strongly Recommended</b> - QA limited to CMD requirements, vendor compliance, RFP process. - QA is not for Scope of Work or project questions (which must be emailed by Deadline for RFP Questions). Microsoft Teams meeting <b>Join on your computer or mobile app</b> <a href="#">Click here to join the meeting</a> <b>Or call in (audio only)</b> <a href="tel:+14159064659387824114">+1 415-906-4659,,387824114#</a> United States, San Francisco Phone Conference ID: 387 824 114#	October 12, 2021 at 1:00 PM PT
Deadline for RFP Questions via email to <a href="mailto:CentralContracts@sfgov.org">CentralContracts@sfgov.org</a>	October 12, 2021, 5:00 PM PT
RFP Answers posted online	October 20, 2021
Deadline for Courtesy Email for Intent to Respond via email to <a href="mailto:CentralContracts@sfgov.org">CentralContracts@sfgov.org</a> .	October 22, 2021
<b>Deadline to Submit Proposals</b>	<b>November 3, 2021, 1:00 PM PT</b>
Short-Listing Notification for Oral Interview/ Solution Demonstration for up to Top 3 Proposers	November 29, 2021 - December 3, 2021, TBD
<b>Oral Interview/Solution Demonstration for up to Top 3 Proposers</b>	<b>December 6 – December 10, 2021, TBD</b>
Notice of Intent to Award	January 4, 2022
Period for Protesting Notice of Intent to Award	Within three (3) business days of the City's issuance of a Notice of Intent to Award.
Contract Administrator:	Joyce Kimotsuki Contracts Manager, Office of the Controller Email: <a href="mailto:CentralContracts@sfgov.org">CentralContracts@sfgov.org</a>

<p><b><u>For questions on CMD Forms and requirements, please immediately contact the CMD Officer:</u></b></p>	<p>Dalmar Ismail  Email: <a href="mailto:dalmar.ismail@sfgov.org">dalmar.ismail@sfgov.org</a>  Tel: 415.581.2322  Website: <a href="http://www.sfgov.org/cmd">www.sfgov.org/cmd</a>.</p>
<p>How to become a Bidder and submit Proposal using SF City Partner Portal</p>	<p>User Support:  <a href="https://sfcitypartner.sfgov.org/pages/contact.aspx">https://sfcitypartner.sfgov.org/pages/contact.aspx</a>  User Support tel. (415) 944-2442  Mon-Fri 8:30am-5:00pm PT</p>

\*Dates are subject to change. It is the responsibility of the Proposer to check the website for updates on a regular basis. All times are Pacific Time.

**Attachments**

- Attachment 1: City’s Proposed Agreement Terms
- Attachment 2: Proposer Questionnaire and References
- Attachment 3: CMD Form 3
- Attachment 4: LBE Participation and Good Faith Outreach Forms
- Attachment 5: (Reserved) Written Proposal Template
- Attachment 6: (Reserved) Price Proposal Template
- Attachment 7: First Source Hiring Form
- Attachment 8: HCAO and MCO Declaration Forms
- Attachment 9: (Reserved) Sweatfree Ordinance Forms

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## **I. INTRODUCTION AND SOLICITATION SCHEDULE**

### **A. Introduction**

#### **1. General**

This Request for Proposals (hereinafter “RFP” or “Solicitation”) is being issued by the Office of the Controller (hereinafter, “Controller” or “City”). Controller, on behalf of all City Departments, is seeking qualified suppliers (“Proposers”) to provide proposals for:

1. A hosted GASB 87 reporting solutions that integrate with PeopleSoft FSCM;
2. Professional services necessary to implement the solution in comply with Federal FY22 GASB reporting requirements, including both technical integrations and preparation of the final report; and
3. Ongoing hosting services which includes software licenses, software maintenance, updates and upgrades, for at least 6 years.

Controller shall order goods and/or services covered by the awarded contract(s) through the issuance of individual Purchase Orders which shall be released against the awarded contract(s) during the contract term.

#### **2. Selection Overview**

The City shall issue a Notice of Intent To Award A Contract to the Proposer that meets the Minimum Qualifications of this Solicitation whose Written Proposal and Oral Interview/Solution Demonstration combined points receives the highest-ranking score following the conclusion of the Evaluation period. Section V. Evaluation Criteria outlines the evaluation process. Responsive Proposals will be evaluated by a panel (“Evaluation Panel”) consisting of one or more parties with expertise related to goods and/or services being procured through this Solicitation. The Evaluation Panel may include staff from various City departments. Proposals will be evaluated based on the criteria outlined herein. If applicable, a Contract Monitoring Division (CMD) Contract Compliance Officer will assess Proposal compliance with Local Business Enterprise (LBE) requirements and assign a rating bonus to Proposal scores. The CMD-adjusted scores (if applicable) will then be tabulated, and Proposers will be ranked starting with the Proposer receiving the highest score, then continuing with the Proposer receiving the second highest score, and so on.

### **B. Anticipated Contract Term**

A contract awarded pursuant to this Solicitation shall be an original term of three years. The City at its sole, absolute discretion, shall have the option to extend the term for up to three additional years for a total of six years.

### **C. Anticipated Contract Not to Exceed Amount**

The not to exceed (“NTE”) amount for a contract awarded pursuant to this Solicitation is anticipated to be \$731,000 for the entire six-year term if the City opts to exercise the option to extend the term for three additional years. Actual contract NTE may vary, depending upon service and project needs at the City’s sole, absolute discretion. It is anticipated that the resulting contract will be in the budget range of \$600,000 to \$731,000.

### **D. Reserved. (Indefinite Quantity, As-Needed Contract.)**

### **E. Cooperative Agreement**

Any other City department, public entity or non-profit made up of multiple public entities, may use the results of this Solicitation to obtain some or all of the commodities or services to be

provided by Proposer under the same terms and conditions of any contract awarded pursuant to this Solicitation.

**F. Public Disclosure**

All documents under this Solicitation process are subject to public disclosure per the California Public Records Act (California Government Code Section §6250 et. seq.) and the San Francisco Sunshine Ordinance (San Francisco Administrative Code Chapter 67). Contracts, Proposals, responses, and all other records of communications between the City and Proposers shall be open to inspection immediately after a contract has been awarded. Nothing in this Administrative Code 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.

If the City receives a Public Records Request (“Request”) pertaining to this solicitation, City will use its best efforts to notify the affected Proposer(s) of the Request and to provide the Proposer with a description of the material that the City deems responsive and the due date for disclosure (“Response Date”). If the Proposer asserts that some or all of the material requested contains or reveals valuable trade secret or other information belonging to the Proposer that is exempt from disclosure and directs the City in writing to withhold such material from production (“Withholding Directive”), then the City will comply with the Withholding Directive on the condition that the Proposer seeks judicial relief on or before the Response Date. Should Proposer fail to seek judicial relief on or before the Response Date, the City shall proceed with the disclosure of responsive documents.

**G. Limitation on Communications During Solicitation**

From the date this Solicitation is issued until the date the competitive process of this Solicitation is completed (either by cancelation or final Award), Proposers and their subcontractors, vendors, representatives and/or other parties under Proposer’s control, shall communicate solely with the Contract Administrator whose name appears in this Solicitation. Any attempt to communicate with any party other than the Contract Administrator whose name appears in this Solicitation – including any City official, representative or employee – is strictly prohibited. Failure to comply with this communications protocol may, at the sole discretion of City, result in the disqualification of the Proposer or potential Proposer from the competitive process. This protocol does not apply to communications with the City regarding business not related to this Solicitation.

**H. Solicitation Schedule**

The anticipated schedule for this Solicitation is set forth below. These dates are tentative and subject to change. It is the responsibility of the Proposer to check for any Addenda to this Solicitation or other pertinent information posted in the City’s Supplier Portal.

Request for Proposals Issuance	October 5, 2021
Contract Monitoring Division (CMD) Technical Assistance Period: Email: <a href="mailto:dalmar.ismail@sfgov.org">dalmar.ismail@sfgov.org</a> Tel: 415.581.2322	October 6, 2021 to November 2, 2021

<b>CMD Pre-Proposal Conference</b> <b>Strongly Recommended</b> - QA limited to CMD requirements, vendor compliance, RFP process. - QA is not for Scope of Work or project questions (which must be emailed by Deadline for RFP Questions). Microsoft Teams meeting <b>Join on your computer or mobile app</b> <a href="#">Click here to join the meeting</a> <b>Or call in (audio only)</b> <a href="tel:+14159064659387824114">+1 415-906-4659,,387824114#</a> United States, San Francisco Phone Conference ID: 387 824 114#	October 12, 2021 at 1:00 PM PST
Deadline for RFP Questions via email to CentralContracts@sfgov.org	October 12, 2021, 5:00 PM PST
RFP Answers posted online	October 20, 2021
Deadline for Courtesy Email for Intent to Respond via email to CentralContracts@sfgov.org.	October 22, 2021
<b>Deadline to Submit Proposals</b>	<b>November 3, 2021, 1:00 PM PST</b>
Short-Listing Notification for Oral Interview/ Solution Demonstration for up to Top 3 Proposers	November 29, 2021 - December 3, 2021, TBD
<b>Oral Interview/Solution Demonstration for up to Top 3 Proposers</b>	<b>December 6 – December 10, 2021, TBD</b>
Notice of Intent to Award	January 4, 2022
Period for Protesting Notice of Intent to Award	Within three (3) business days of the City's issuance of a Notice of Intent to Award.
Contract Administrator:	Joyce Kimotsuki Contracts Manager, Office of the Controller Email: CentralContracts@sfgov.org
<b><u>For questions on CMD Forms and requirements, please immediately contact the CMD Officer:</u></b>	Dalmar Ismail Email: <a href="mailto:dalmar.ismail@sfgov.org">dalmar.ismail@sfgov.org</a> Tel: 415.581.2322 Website: <a href="http://www.sfgov.org/cmd">www.sfgov.org/cmd</a> .
How to become a Bidder and submit Proposal using SF City Partner Portal	User Support: <a href="https://sfcitypartner.sfgov.org/pages/contact.aspx">https://sfcitypartner.sfgov.org/pages/contact.aspx</a> User Support tel. (415) 944-2442 Mon-Fri 8:30am-5:00pm PT

**The CMD Pre-Proposal Conference Details:** The Pre-Proposal Conference will begin at the time specified. Proposers' representatives are urged to arrive on time. Topics already covered will not be repeated for the benefit of late arrivals. **Failure to attend the CMD Pre-Proposal Conference shall not excuse the awarded Proposer from any obligations of a contract awarded pursuant to this Solicitation.** Any change or addition to the requirements contained in this Solicitation as a result of the Pre-Proposal Conference will be executed by a written Addendum to this Solicitation. It is the responsibility of the Proposer to check for any Addendum to this Solicitation or other pertinent information posted on the City's Supplier Portal: <https://sfcitypartner.sfgov.org/pages/index.aspx>.

## I. How to Register as a City Supplier

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

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

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

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

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

## J. Proposal Questions and Submissions

### 1. Proposer Questions and Requests for Clarification

Proposers shall address any questions regarding this Solicitation to the Contract Administrator whose name and contact information appears on the cover page of this Solicitation. Proposers who fail to submit questions concerning this Solicitation and its requirements will waive all further rights to protest based on the specifications and conditions herein. **Questions must be submitted by email to the Contract Administrator whose name and contact information appears on the cover page of this Solicitation no later than the deadline for submission of written questions or requests for clarification.** A written Addendum will be executed addressing each question and answer and posted publicly. It is the responsibility of the Proposer to check for any Addenda and other updates that will be posted on the City's Supplier Portal: <https://sfcitypartner.sfgov.org/pages/Events-BS3/event-search.aspx>.

### 2. Proposal Format

Proposals must be created using a word processing software (e.g., Microsoft Word or Excel) and typed in a serif font (e.g.-Times New Roman). The document must have page margins of at least .5" on all sides. Information must be provided at a level of detail that enables effective evaluation and comparison between Proposals. Failure to follow formatting, submission, or content requirements, as well as page limit restrictions (if any), may negatively impact the evaluation of your Proposal.

### 3. Time and Place for Submission of Proposals

Prior to the Proposal submission deadline, Proposers must upload their complete Proposals into the City's Supplier Portal: <https://sfcitypartner.sfgov.org/pages/index.aspx>. Late submissions will not be considered. Each original Proposal received will be screened to ensure that all content required by this Solicitation is included. Partial or complete omission of any required content may disqualify Proposals from further consideration. Late Proposal submissions will not be considered and failure to adhere to the above requirements may result in the complete rejection of your Proposal.

**Proposers are encouraged to upload their Proposals to the SF Supplier Portal as early as possible to address any technical issues that may arise during the submission process.** In the event a Proposer is unable to upload its complete Proposal into the SF Supplier Portal, Proposer must email its Proposal to the Contract Administrator whose name and contact information appears on the cover page of this Solicitation prior to the Proposal submission deadline and request confirmation of receipt. Proposer must include in its email: (a) documentation (e.g., screenshots) verifying its inability to upload its Proposal into the SF Supplier Portal and (b) a detailed justification explaining why it was not able to have the issue addressed prior to the submission deadline.

#### K. Proposal Selection

The acceptance and/or selection of any Proposal(s) shall not imply acceptance by the City of all terms of the Proposal(s), which may be subject to further approvals before the City may be legally bound thereby.

#### L. Contract Terms and Negotiations

The successful Proposer will be required to enter into an Agreement substantially in the form of the Agreement attached hereto as Attachment 1, City's Proposed Agreement Terms. **If Proposer is unable to accept City's Proposed Agreement Terms substantially in the form presented, Proposer shall include a revised copy of City's Proposed Agreement with its Proposal.** The revised copy of the Proposed Agreement must clearly:

- (1) Mark those sections to which it objects;
- (2) Set forth Proposer's alternative terms with respect to each such section; and
- (3) Explain the basis for each proposed change.

If a satisfactory contract(s) cannot be negotiated in a reasonable time, the City, in its sole discretion, may terminate negotiations. Upon termination of negotiations, City may begin negotiation with the Proposer that meets the Minimum Qualifications of this Solicitation whose Proposal receives the next highest-ranking score.

#### M. Protest Procedures

##### 1. Protest of Non-Responsiveness Determination

Within three (3) business days of the City's issuance of a Notice of Non-Responsiveness, a Proposer may submit a written Notice of Protest of Non-Responsiveness. The Notice of Protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The Notice of Protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure, or Solicitation provision on which the protest is based. In addition, the Notice of Protest must specify facts and evidence sufficient for the City to determine the validity of the protest.

## 2. **Protest of Non-Responsible Determination**

Within three (3) business days of the City's issuance of a Notice of Non-Responsibility, a Proposer may submit a written Notice of Protest of Non-Responsibility. The Notice of Protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The Notice of Protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure, or Solicitation provision on which the protest is based. In addition, the Notice of Protest must specify facts and evidence sufficient for the City to determine the validity of the protest.

## 3. **Protest of Contract Award**

Within three (3) business days of the City's issuance of a Notice of Intent to Award, a Proposer may submit a written Notice of Protest of Contract Award. The Notice of Protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The Notice of Protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure, or Solicitation provision on which the protest is based. In addition, the Notice of Protest must specify facts and evidence sufficient for the City to determine the validity of the protest.

## 4. **Delivery of Protests**

A Notice of Protest must be written. Protests made orally (e.g., by telephone) will not be considered. A Notice of Protest must be delivered by mail or email to the Contract Administrator whose name and contact information appears on the cover page to this Solicitation and received by the due dates stated above. A Notice of Protest shall be transmitted by a means that will objectively establish the date the City received the Notice of Protest. If a Notice of Protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein.

## **II. CITY'S SOCIAL POLICY REQUIREMENTS**

The San Francisco Municipal Code establishes a number of requirements for people seeking to do business with the City ("Social Policy Requirements"). These Social Policy Requirements can be found in Attachment 1, City's Proposed Agreement Terms. The Social Policy Requirements set forth below are NOT intended to be a complete list of all Social Policy Requirements applicable to this Solicitation and any contracts awarded from it. Proposers are encouraged to carefully review the Social Policy Requirements applicable to this Solicitation contained in Attachment 1, City's Proposed Agreement Terms.

### **A. Proposers Unable to do Business with the City**

#### **1. Generally**

Proposers that do not comply with laws set forth in San Francisco's Municipal Codes may be unable to enter into a contract with the City. Laws applicable to this Solicitation are set forth below and in Attachment 1, City's Proposed Agreement Terms.

#### **2. Administrative Code Chapter 12X**

Subject to certain exceptions, Proposers are advised that this Solicitation is subject to the requirements of Administrative Code Chapter 12X, which prohibits the City from entering into a contract with a Proposer that (a) has its headquarters in a state that has enacted a law that perpetuates discrimination against LGBT people and/or has enacted a law that prohibits abortion prior to the viability of the fetus, or (b) will perform any or all of the work on the contract in such a state. Chapter 12X requires the City Administrator to maintain a list of such states, defined as "Covered States" under Administrative Code Sections 12X.2 and 12X.12. The list of Covered

States is available on the website of the City Administrator (<https://sfgsa.org/chapter-12x-state-ban-list>). Proposers will be required to certify compliance with Chapter 12X as part of their Proposal, unless the City determines that a statutory exception applies. *Refer to Attachment 1, City's Proposed Agreement Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.*

### **3. Administrative Code Chapter 12B**

A Proposer selected pursuant to this Solicitation may not, during the term of the Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code. *Refer to Attachment 1, City's Proposed Agreement Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.*

#### **B. Reserved. (Prevailing Wage Ordinance)**

#### **C. Health Care Accountability Ordinance**

A Proposer selected pursuant to this Solicitation shall comply with the requirements of Chapter 12Q. For each Covered Employee, an awarded Proposer shall provide the appropriate health benefit set forth in Section 12Q.3 of the Health Care Accountability Ordinance (HCAO). If a Proposer selected pursuant to this Solicitation chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of the Chapter 12Q and the Health Commission's minimum standards are available at <http://sfgov.org/olse/hcao>. Any Subcontract entered into by Proposer shall also be required to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this section. *Refer to Attachment 1, City's Proposed Agreement Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.*

#### **D. Minimum Compensation Ordinance**

A Proposer selected pursuant to this Solicitation shall comply with Administrative Code Chapter 12P. A Proposer selected pursuant to this Solicitation shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. A Proposer selected pursuant to this Solicitation is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>. *Refer to Attachment 1, City's Proposed Agreement Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.*

#### **E. First Source Hiring Program**

A Proposer selected pursuant to this Solicitation shall comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code that apply

to this Agreement and an awarded Proposer is subject to the enforcement and penalty provisions in Chapter 83. Refer to Attachment 1, City’s Proposed Agreement Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.

**F. Reserved. (Sweatfree Procurement)**

**G. Other Social Policy Provisions**

Attachment 1, City’s Proposed Agreement Terms, identifies the City’s applicable social policy provisions related to a contract awarded pursuant to this Solicitation. Proposers are encouraged to carefully review these terms and ensure they are able to comply with them.

**III. LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM REQUIREMENTS**

**A. Application of LBE Bid Discounts and Rating Bonuses**

LBE Bid Discounts/Rating Bonuses shall be applicable to at each phase of the Solicitation evaluation and selection process, in accordance with the values shown below.

**1. Commodities**

Estimated Contract Value	Small/Micro LBEs Rating Bonus	SBA LBEs Rating Bonus
Greater than \$10,000 but less than or equal to \$400,000.	10%	0%

**2. General and Professional Services**

Estimated Contract Value	Small/Micro LBEs Rating Bonus	SBA LBEs Rating Bonus
Greater than \$10,000 but less than or equal to \$400,000.	10%	0%

**3. Rating Bonus/Bid Discount for General and Professional Services by Joint Ventures**

Estimated Contract Value	Small/Micro LBE Participation Level	Rating Bonus
Greater than \$10,000 but less than or equal to \$10,000,000.	Equals or exceeds 35%, but less than 40%	5%
	Equals or exceeds 40%, but less than 100%	7.5%
	100%	10%

If applying for an LBE rating discount as a Joint Venture (JV), the Micro and /or Small-LBE must be an active partner in the JV and perform work, manage the job, and take financial risks in proportion to the required level of participation stated in the Proposal, and must be responsible for a clearly defined portion of the work to be performed and share in the ownership, control, management responsibilities, risks, and profits of the JV. The portion of the Micro and/or Small-LBE JV’s work shall be set forth in detail separately from the work to be performed by the non-LBE JV. The Micro and/or Small-LBE JV’s portion of the contract must be assigned a commercially useful function.

## **B. LBE Subcontracting Requirements**

### **1. LBE Subcontracting Participation Requirements**

The LBE Subcontracting Requirement for any Contract awarded pursuant to this Solicitation shall be **five percent (5%)**.

### **2. LBE Subcontracting and Good Faith Outreach Forms**

Because LBE Subcontracting Participation Requirements apply to Contracts awarded pursuant to this Solicitation, Proposers must submit response packages that include the following LBE Subcontracting Requirements and Good Faith Outreach Forms, which can be found in Attachment 4 of this Solicitation “Requirements for Architecture, Engineering & Professional Services Contracts.” The applicable forms are:

- (a) **CMD Form 2A:** LBE Subcontracting Form
- (b) **CMD Form 2B:** Good Faith Outreach Form. Proposer must obtain at least 80 points in order to achieve adequate good faith outreach. If a contractor’s proposed LBE subcontracting participation exceeds the LBE Subcontracting Participation Requirement for a Resulting Contract by at least 35%, the contractor is excused from conducting or documenting its good faith efforts.
- (c) **CMD Form 4:** Joint Venture Form (if applicable)
- (d) **CMD Form 5:** Employment Form

Failure to complete, sign and submit each of the required LBE Subcontracting Requirements and Good Faith Outreach Forms with Proposers’ Proposals may result in the response package being deemed non-responsive and rejected.

### **3. Link to Sub-consultant Directory**

This link takes you to a directory of current Local Business Enterprises.

[http://mission.sfgov.org/hrc\\_certification/](http://mission.sfgov.org/hrc_certification/)

### **4. CMD Compliance Officer**

The CMD Compliance Officer (CCO) for this Solicitation and any Contract awarded pursuant to this Solicitation is:

Dalmar Ismail  
Contract Monitoring Division  
City and County of San Francisco  
Tel: 415.581.2322  
Email: [dalmar.ismail@sfgov.org](mailto:dalmar.ismail@sfgov.org)  
Website: [www.sfgov.org/cmd](http://www.sfgov.org/cmd).

### **5. LBE Payment and Utilization Tracking**

If LBE Subcontracting Participation Requirements apply to a Contract awarded pursuant to this Solicitation, the Awarded Contractor shall agree to:

- (a) Within three (3) business days of City’s payment of any invoice to Contractor, pay LBE subcontractors as provided under Chapter 14B.7(H)(9); and

(b) Within ten (10) business days of City's payment of any invoice to Contractor, confirm its payment to subcontractors using the City's Supplier Portal Payment Module, unless instructed otherwise by CMD.

Failure to submit all required payment information to the City's Supplier Portal Payment Module with each payment request may result in the withholding of 20% of subsequent payments due. Self-Service Training is located at this link: <https://sfcitypartnersfgov.org/pages/training.aspx>.

#### **IV. GOODS AND SERVICES REQUESTED**

##### **A. Goods and/or Services Requested**

This Solicitation is being issued by Controller. Controller is seeking qualified Proposers to provide Proposals for Professional Services & Software Solution for GASB 87 integration with Oracle PeopleSoft. The City's current central, financial and procurement system, PeopleSoft FSCM 9.2.35, is supported by the Controller's Office and used by all City departments. PeopleSoft's FSCM is the system of record for the accounting and budget transactions for the City. In developing the scope and software for implementing a GASB 87 solution the City's intent is that it be in place by Spring 2022 for GASB 87 in order to use the solution to prepare Fiscal Year July 1, 2021 to June 30, 2022 GASB reports and subsequent reports.

The proposed solution should be provided as a hosted Software-as-a-Service (SaaS). The data should be stored in the United States and must comply with the City's security requirements. Communication between PeopleSoft FSCM and the SaaS application is envisioned as follows: Data will be integrated into the SaaS application via their delivered tool which should allow data retrieved from multiple sources as diverse as SharePoint, 3<sup>rd</sup> party lease applications, PeopleSoft FSCM, Excel spreadsheets. Integration will be integrated from the SaaS application to PeopleSoft FSCM via a custom integration from the SAAS application to PeopleSoft FSCM using the City's secure file transfer protocol (sFTP). Inbound and Outbound integrations will occur throughout the year with a schedule to be determined.

##### **Technical Overview**

- Configurable capabilities that allow the application to be easily modified by non- technical staff when laws or policies change
- Complies with the Americans with Disability Act, including but not limited to Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 794d), and WCAG 2.0 and 2.1 guidelines as amended or updated from time to time. The selected vendor may also be asked to complete a Voluntary Product Accessibility Template (VPAT) [<https://www.itic.org/policy/accessibility/vpat>]
- Well-designed and implemented security architecture that meets the relevant standards and best practices
- Design of a highly-reliable and redundant system that can be expected to provide maximum uptime
- Plan of data backups, recovery, and protection
- Response plan for security, incident, and downtime response
- Service-level agreement (SLA) for security, performance, and uptime
- Additional specific requirements important to The City:
  - Proposer validation: Undergo a security review at the choosing of The City, up to and including onsite audit and code review

- Identity and access management: Support the protocols specified below to integrate with The City’s Identity and Access Management (IAM) system:
  - SAML Federation
  - OpenIDconnect
  - OAuth 2.0
  - Support social authentication like LinkedIn, Google, Facebook, etc.
- Third-party auditing agreements: All agreements dealing with the handling of The City information by third parties must include a clause granting permission to The City for the periodic auditing of the controls used for this information handling activities and specifying the ways in which The City information will be protected.
- Software and data isolation: Ensure, in multi-tenant offerings, that the structure or architecture of the provider isolates hosted data and operations from other tenants, so The City can accurately assess potential risks for its “independent” tenancy.
- Availability: Ensure that during an intermediate or prolonged disruption or a serious disaster, critical operations can be immediately resumed, and that all operations will be reestablished within an agreed-upon time.
- Incident response: A transparent response process in place and sufficient mechanisms to share information with The City during and after an incident that directly affects The City resources or data. Vendors must inform The City within a reasonable time after a breach has been discovered that directly impacts The City resources or data.
- Data sanitization: Ensure The City data is sanitized appropriately, either at The City’s request or when The City withdraws from the service.
- Privacy regulations: The solution must comply with privacy regulations, including but not limited to the General Data Protection Regulation (GDPR) and the California Information Practices Act/California Consumer Privacy Act (Civil Code § 1798 et seq.).

- B. Reserved. (Regulatory and Compliance Requirements Specific to the Goods/Services Solicited)**
- C. Reserved. (Articles Furnished)**
- D. Reserved. (Alternates)**
- E. Reserved. (Samples)**
- F. Reserved. (Freight on Board and Shipping Costs)**
- G. Reserved. (Green Purchasing Requirements)**

**V. EVALUATION CRITERIA**

<b>Evaluation Phase</b>	<b>Maximum Points</b>
Minimum Qualifications Documentation	Pass/Fail
Price Proposal	Pass/Fail
Written Proposal	80 Points
<b>Oral Interview/Solution Demonstration for up to top 3 highest ranked Proposers</b>	40 Points
<b>TOTAL POINTS</b>	<b>120 Points</b>

## VI. REQUIRED SUPPORTING DOCUMENTATION

Proposers must provide each Required Supporting Documentation (“RSD”) identified below with their Proposal. Failure to do so may result in the Proposal being deemed Non-Responsive.

<b>RSD1</b>	Evidence that Proposer is 12B compliant or likely to become compliant within 30 days.
<b>RSD2</b>	<p><b>Completed Proposal Attachments:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Attachment 1: City’s Proposed Agreement Terms</li> <li><input type="checkbox"/> Attachment 2: Proposer Questionnaire and References</li> <li><input type="checkbox"/> Attachment 3: CMD Form 3</li> <li><input type="checkbox"/> Attachment 4: LBE Participation and Good Faith Outreach Forms</li> <li>Attachment 5: (Reserved) Written Proposal Template</li> <li>Attachment 6: (Reserved) Price Proposal Template</li> <li><input type="checkbox"/> Attachment 7: First Source Hiring Form</li> <li><input type="checkbox"/> Attachment 8: HCAO and MCO Declaration Forms</li> <li>Attachment 9: (Reserved) Sweatfree Ordinance Forms</li> </ul>
<b>RSD3</b>	Signed copies of all Solicitation Addenda, if any.
<b>RSD4</b>	<p><b>Non-Profit Entities:</b> If a Proposer is a non-profit entity that receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the S.F. Administrative Code, the Proposer must comply with Chapter 12L and include in its Proposal:</p> <p>(1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to Proposer’s meetings and records, and</p> <p>(2) a summary and disposition of all complaints concerning the Proposer’s compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. If no such complaints were filed, the Proposer shall include a statement to that effect.</p> <p><i>Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in Proposer’s Chapter 12L submissions shall be grounds for rejection of the Proposal and/or termination of any subsequent Agreement reached on the basis of the Proposal.</i></p>

## VII. MINIMUM QUALIFICATIONS DOCUMENTATION (PASS/FAIL)

Proposers must provide documentation that clearly demonstrates each Minimum Qualification (MQ) listed below has been met. Minimum Qualification documentation should be clearly marked as “MQ1”, MQ2”, etc.... to indicate which MQ it supports. Each Proposal will be reviewed for initial determination on whether Proposer meets the MQs referenced in this section. **This screening is a pass or fail determination and a Proposal that fails to meet the Minimum Qualifications will not be eligible for further consideration in the evaluation process.** The City reserves the right to request clarifications from Proposers prior to rejecting a Proposal for failure to meet the Minimum Qualifications.

MQ #	Description
<b>MQ1</b>	Evidence that Proposer has one year experience in the sale of a GASB 87 solution and the implementation of said solution.
<b>MQ2</b>	Proposer has completed one similar prior project for implementing a GASB 87 solution in a public sector setting similar in size and complexity to the City.

<b>MQ3</b>	Proposer provides three professional references.
<b>MQ4</b>	Proposer provides resumes for each proposed staff member who will work on this project, separating out technical integration and functional report production resources.

**VIII. PRICE PROPOSAL (Pass/Fail)**

**A. Price Proposal Format**

Proposers shall submit a Pricing Narrative in response to this Solicitation. Proposer’s pricing narrative, including any proposed price list discounts or markups, must remain firm during the term of the contract unless stated otherwise.

The Price Proposal must include Not-To-Exceed amounts which must be inclusive of all costs which include ongoing GASB 87 hosting reporting solutions and services which includes software licenses, software maintenance, updates and upgrades, and professional services implementation (including initial data migration). The Price Proposal shall be based on 1,700 leases that are subject to GASB 87. Describe your firm’s cost model if the number of leases is between 1,500 to 2,500 from year-to-year. Actual number of leases will be determined at the time of contract negotiation.

Submission of the Pricing Narrative will be evaluated on a Pass/Fail basis based on:

- Not-To-Exceed of \$200k for Year 1
- Not-To-Exceed of \$200k for Year 2
- Not-To-Exceed of \$731,000 Total for Years 1-6.

If Price Proposal is over \$200,000 for Year 1, then Proposal will Fail and not be evaluated.

If Price Proposal is over \$200,000 for Year 2, then Proposal will Fail and not be evaluated.

If Price Proposal is over \$731,000 Total for Years 1-6, then Proposal will Fail and not be evaluated.

The pricing narrative should, at a minimum, address the following points:

- (a) Unit pricing by service or product line, manufacturer, etc. including how the pricing will be determined and adjusted over the contract term (e.g., fixed price adjusted annually, X% off list, X% mark up, etc.).
- (b) Indicate if any further discounts are offered, i.e., volume, quantity, prompt payment etc.
- (c) Discuss why the Proposer believes pricing is fair and reasonable and how it relates to most favored customer pricing.

**B. Price Proposal Evaluation Period**

The City will attempt to evaluate Proposals within thirty (30) days after receipt of Proposals. If City requires additional evaluation time, all Proposers will be notified in writing of the new expected award date.

### **C. Price Discrepancies**

Where applicable, if there is a discrepancy between the Price Proposal and pricing entered by Proposer into the Supplier Portal, the Price Proposal pricing will prevail. In the event of a discrepancy between the unit price and the extended price, the unit price will prevail.

### **D. Price Lists**

If a Price Proposal is based on prices from a catalog or price list, Proposer shall furnish copies of the catalog or price list in electronic format. Proposer shall furnish additional price lists as required. Proposer's pricing narrative, including any proposed price list discounts or markups, must remain firm during the term of the contract.

### **E. Reserved. (Proposing on Separate Items or in Aggregate(s))**

### **F. Reserved. (Application of Discounts for Evaluating Lowest Responsive Proposer)**

## **IX. WRITTEN PROPOSAL (80 POINTS)**

In addition to submitting documents supporting each Minimum Qualification as required by this Solicitation, Proposers shall also submit a complete Proposal consisting of each item set forth **below**. *The content of all Proposals must consist of the information specified below, in the order outlined below, in order to be deemed responsive.*

### **A. Functional & Technical Solution Overview (40 Points)**

Proposer shall provide a Proposal consisting of a complete Functional & Technical overview of the proposed solution. The overview section of the Proposal should not be longer than thirty (30) pages, appendices not included. The Functional & Technical overview sections will be evaluated based on the following criteria:

- Ability of the solution to fully integrate with Oracle PeopleSoft Financial & Supply Chain Management, branded within the City as SF Financial and SF Procurement;
- Overview of ease of usage for end users;
- Overview and compliance with GASB 87 rules and requirements;
- Overview of GASB 87 compliance reporting requirements;
- Overview of SaaS integration functionality;
- Overview of Technical infrastructure;
- Data Hosting and Security Overview;
- Disaster Recovery Solution, including Recovery Time Objectives and Recovery Point Objectives; and
- Any other pertinent functional & technical information.

### **B. Implementation Overview (25 Points)**

Proposer shall provide a Proposal consisting of the implementation of their proposed Solution (technical and functional) to ensure that the City complies with Federal GASB87 reporting requirements. Proposer must also provide detailed descriptions of how the Proposer will execute the work associated with each task outlined in this Solicitation.

## **Required Tasks**

1. A hosted GASB 87 reporting solutions that integrate with PeopleSoft FSCM;
2. Professional services necessary to implement the solution in comply with Federals FY22 GASB reporting requirements, including both technical integrations and preparation of the final report; and
3. Ongoing hosting services for at least 5 years.

It should include a Proposed Schedule that identifies responsibilities by parties, Contractor and City. The description provided for each task should include, as appropriate, the following information:

- Task-specific approach and associated work elements;
- Dependencies on/among other tasks (including activities of others and required key information);
- Responsible party for each task within the Proposal;
- Output/deliverables from the task;
- Payment Milestone;
- Estimated Completion Date;
- Complete Training Overview, including but not limited to training sessions for power users, job aids, in-person training and virtual training sessions; and
- Any other associated requirements for a successful implementation.

### C. Project Team (15 Points)

1. **Team Members.** Provide the role, responsibilities, qualifications, and company affiliation of every individual on the Proposer team who will perform the services outlined in this Solicitation. Discuss each team member's background and experience in order to demonstrate a strong ability to successfully perform the work.

2. **Key/Lead Team Members.** Identify and provide resumes for all staff who will serve as the Key/Lead Team Members so that the Evaluation Panel can evaluate the ability of each team member to successfully fulfill their project roles and complete the scope of services.

3. **Past Projects.** Proposer must describe 1 previous projects previously managed by the Proposer or, if applicable, JV Partners within the last 5 years.

4. **Similar Size and Scope:** Each project must be of the type and scope of services specified in this Solicitation.

5. **Project Details:** The descriptions shall include each item listed below.

- a. Project name;
- b. Project scope summary;
- c. Dates when the project was performed;
- d. Project costs;
- e. Proposer's role and responsibilities in the project;
- f. Proposer's performance on delivering the project on schedule and on budget;
- g. Proposer staff members who worked on the project; and

h. Client name, reference, and contact info.

## **X. SOLUTION DEMONSTRATION ORAL INTERVIEWS (40 POINTS)**

The Evaluation Panel will hold a solution demonstration and oral interviews with up to the top three (3) highest ranked Proposers that have met the Minimum Qualifications and whose Written Proposals received a score of at least 55 Points. Prior to Oral interviews, the City will send an email to each invited Proposer regarding the format and general rules of the interview. The City reserves the right to limit participation in the panel interviews to Proposers' key/lead team members and to exclude, for example, sub-consultants on multiple teams. The interview evaluation process may include (and be scored based on) a presentation by the Proposer and/or interview questions from the Evaluation Panel. Those questions may include and be related to Proposers' and key/lead team members' qualifications, their work approach, project task descriptions, team organization, and any questions which seek to clarify Proposal components. Proposers may also be scored on follow-up questions if clarification of Proposer's responses is necessary. The same set of interview questions will be used for all Proposers and shall be presented to Proposers **at least one week prior to the date of interview** to allow Proposers sufficient time to prepare their responses. The Evaluation Panel may ask follow-up questions if clarification of Proposer's responses is necessary. The Evaluation Panel will proceed to evaluate each Proposer based on each Proposer's presentation and responses.

## **XI. INSURANCE AND BONDS**

### **A. Insurance**

Prior to award, the successful Proposer(s) will be required to furnish evidence of insurance as outlined in Attachment 1, City's Proposed Agreement Terms.

### **B. Reserved. (Performance Bond)**

### **C. Reserved. (Fidelity Bond)**

### **D. Failure to Provide Insurance and/or Bonds**

Unless otherwise stated, within ten business days of the receipt of a notice of award of a Contract, the Proposer to whom the contract is awarded shall deliver the required bond documents and/or specified insurance certificates and policy endorsements to City. If the Proposer fails or refuses to furnish the required bond and/or insurance within ten days after receiving notice to award a Contract, City may, at its option, determine that the Proposer has abandoned its Proposal. Thereupon the tentative award of said contract to this Proposer shall be canceled and City shall notify the Proposer's surety and collect on the Proposer's bond (or the check accompanying its Proposal shall be deposited with the Treasurer of the City and County of San Francisco for collection) and the proceeds thereof shall be retained by City as partial liquidated damages for failure of such Proposer to properly file the bonds and insurance herein required. The foregoing in no way limits the damages which are recoverable by City whether or not defined elsewhere in the contract documents.

## **XII. TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS**

### **A. Cybersecurity Risk Assessment**

As part of City's evaluation process, City may engage in Cybersecurity Risk Assessment (CRA). CRA may be performed for each entity manufacturing the product, performing technical functions related to the product's performance, and/or accessing City's networks and systems.

Where a prime contractor or reseller plays an active role in each of these activities, CRA may also be required for the prime contractor or reseller.

To conduct a CRA, City may collect as part of this Solicitation process one of the following two reports:

1. **SOC-2 Type 2 Report:** Report on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality or Privacy; or
2. **City's Cyber Risk Assessment Questionnaire:** Proposer's responses to a City's Cyber Risk Assessment Questionnaire.

The above reports may be requested at such time City has selected or is considering a potential Proposer. The reports will be evaluated by the soliciting Department and the City's Department of Technology to identify existing or potential cyber risks to City. Should such risks be identified, City may shall afford a potential Proposer an opportunity to cure such risk within a period of time deemed reasonable to City. Such remediation and continuing compliance shall be subject to City's on-going review and audit through industry-standard methodologies, including but not limited to: on-site visits, review of the entities' cybersecurity program, penetration testing, and/or code reviews.

#### **B. Solicitation Errors and Omissions**

Proposers are responsible for reviewing all portions of this Solicitation. Proposers are to promptly notify the City, in writing and to the Solicitation contact person if the Proposer discovers any ambiguity, discrepancy, omission, or other error in the Solicitation. Any such notification should be directed to the City promptly after discovery, but in no event later than the deadline for questions. Modifications and clarifications will be made by Addenda as provided below.

#### **C. Objections to Solicitation Terms**

Should a Proposer object on any ground to any provision or legal requirement set forth in this Solicitation, the Proposer must, no later than the deadline for questions, provide written notice to the City setting forth with specificity the grounds for the objection. The failure of a Proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

#### **D. Solicitation Addenda**

The City may modify this Solicitation, prior to the Proposal due date, by issuing an Addendum to the Solicitation, which will be posted on the San Francisco Supplier Portal. Every Addendum will create a new version of the Sourcing Event and Proposers must monitor the event for new versions. **The Proposer shall be responsible for ensuring that its Proposal reflects any and all Solicitation Addenda issued by the City prior to the Proposal due date regardless of when the Proposal is submitted.** Therefore, the City recommends that the Proposer consult the website frequently, including shortly before the Proposal due date, to determine if the Proposer has downloaded all Solicitation Addenda. It is the responsibility of the Proposer to check for any Addenda, Questions and Answers documents, and updates, which may be posted to the subject Solicitation.

**THE SUBMITTAL OF A RESPONSE TO THIS SOLICITATION SHALL EXPLICITLY STIPULATE ACCEPTANCE BY THE PROPOSERS OF THE TERMS FOUND IN THIS SOLICITATION, ANY AND ALL ADDENDA ISSUED TO THIS SOLICITATION, AND THE PROPOSED CONTRACT TERMS.**

**E. Proposal Term**

Submission of a Proposal signifies that the proposed products, services and prices are valid for 180 calendar days from the Proposal due date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity. At Proposer's election, the Proposal may remain valid beyond the 180-day period in the circumstance of extended negotiations.

**F. Revision to Proposal**

A Proposer may revise a Proposal on the Proposer's own initiative at any time before the deadline for submission of Proposals. The Proposer must submit the revised Proposal in the same manner as the original. A revised Proposal must be received on or before, but no later than the Proposal due date and time. In no case will a statement of intent to submit a revised Proposal, or commencement of a revision process, extend the Proposal deadline for any Proposer. At any time during the Proposal evaluation process, the City may require a Proposer to provide oral or written clarification of its Proposal. The City reserves the right to make an award without further clarifications of Proposals received.

**G. Proposal Errors and Omissions**

Failure by the City to object to an error, omission, or deviation in the Proposal will in no way modify the Solicitation or excuse the Proposer from full compliance with the specifications of this Solicitation or any contract awarded pursuant to this Solicitation.

**H. Financial Responsibility**

The City accepts no financial responsibility for any costs incurred by a Proposer in responding to this Solicitation. Proposers acknowledge and agree that their submissions in response to this Solicitation will become the property of the City and may be used by the City in any way deemed appropriate.

**I. Proposer's Obligations under the Campaign Reform Ordinance**

If a contract awarded pursuant to this Solicitation has (A) a value of \$100,000 or more in a fiscal year and (B) requires the approval of an elected City official, Proposers are hereby advised:

1. Submission of a Proposal in response to this Solicitation may subject the Proposers to restrictions under Campaign and Governmental Conduct Code Section 1.126, which prohibits City contractors, Proposers, and their affiliates from making political contributions to certain City elective officers and candidates; and
2. Before submitting a Proposal in response to this Solicitation, Proposers are required to notify their affiliates and subcontractors listed in the awarded contract or Proposal of the political contribution restrictions set forth in Campaign and Governmental Conduct Code section 1.126.

This restriction applies to the party seeking the contract, the party's board of directors, chairperson, chief executive officer, chief financial officer, chief operating officer, any person with

an ownership interest greater than ten percent, and any political committees controlled or sponsored by the party, as well as any subcontractors listed in the awarded contract or Proposal. The law both prohibits the donor from giving contributions and prohibits the elected official from soliciting or accepting them.

The people and entities listed in the preceding paragraph may not make a campaign contribution to the elected official at any time from the submission of a Proposal for a contract until either: (1) negotiations are terminated and no contract is awarded; or (2) twelve months have elapsed since the award of the contract.

A violation of Section 1.126 may result in criminal, civil, or administrative penalties. For further information, Proposers should contact the San Francisco Ethics Commission at (415) 252-3100 or go to <https://sfethics.org/compliance/city-officers/city-contracts/city-departments/notifying-bidders-and-potential-bidders>.

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

The issuance of this Solicitation does not constitute a guarantee by the City that a contract will be awarded or executed by the City. The City expressly reserves the right at any time to:

1. Waive or correct any defect or informality in any response, Proposal, or Proposal procedure;
2. Reject any or all Proposals;
3. Reissue the Solicitation;
4. Prior to submission deadline for Proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this Solicitation, or the requirements for contents or format of the Proposals;
5. Procure any materials, equipment or services specified in this Solicitation by any other means; or
6. Determine that the subject goods or services are no longer necessary.

#### **K. No Waiver**

No waiver by the City of any provision of this Solicitation shall be implied from the City's failure to recognize or take action on account of a Proposer's failure to comply with this Solicitation.

#### **L. Other**

1. The City may make such investigation, as it deems necessary, prior to the award of this contract to determine the conditions under which the goods are to be delivered or the work is to be performed. Factors considered by the City shall include, but not be limited to:
  - a. Any condition set forth in this Solicitation;
  - b. Adequacy of Proposer's plant facilities and/or equipment, location and personnel location to properly perform all services called for under the Purchase Order; and
  - c. Delivery time(s).

2. City reserves the right to inspect an awarded Proposer's place of business prior to award of and/or at any time during the contract term (or any extension thereof) to aid City in determining an awarded Proposer's capabilities and qualifications.

3. Failure to timely execute a contract, or to furnish any and all insurance certificates and policy endorsements, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The City, in its sole discretion, may select another Proposer and may proceed against the original selectee for damages.

4. City reserves the right to reject any Proposal on which the information submitted by Proposer fails to satisfy City and/or if Proposer is unable to supply the information and documentation required by this Solicitation within the period of time requested.

5. Any false statements made by a Proposer or any related communication/clarification may result in the disqualification of its Proposal from receiving further evaluation and a contract award.

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: Professional Services - Public Safety Radio Replacement Project

Funding Source: General Fund

PSC Duration: 2 years 4 weeks

PSC Amount: \$500,000

**1. Description of Work**

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

The Scope of Work of this request is for the existing consulting firm Federal Engineering, Inc to finish the final phase (Phase 5) of the

current on-going City-wide mission critical Public Safety Radio Replacement project initiated in 2014. Major work for Phase 5 is to complete the implementation and deployment of the newly purchased Public Safety Radio system as the replace system of the current 800mHZ radio system implemented in 1998. The project completion date is delayed and this PCS is for a second extension.

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

The City-wide Public Radio Replacement system is a critical infrastructure that is used daily for communications during emergencies by multiple City departments. The system supports over 7,000 users and is at the end of lift. City needs to replace the system and would need a professional consulting firm to assist the entire product selection and system implementation process. These firms bring additional knowledge, up-to-date expertise that City resources do not have. Denying the service will risk the success of the project and impact radio communications for public safety service to our city.

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.

The current 800mHZ radio system was implemented via an RFP process around year 1998. It's now at the end of life and need to be replaced with up-to-date technology. City needs professional consulting firm to help with the entire process in planning, vendor selection, product implementation and deployment.

D. Will the contract(s) be renewed?

This PCS is for the second extension. It may need to be renewed if the work is not fully done or the system is not fully accepted.

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

N/A

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

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

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

B. Explain the qualifying circumstances:

This is not typical work Civil Service Classes handle. It occurs only once per 15-20 years and no resource is available within CCSF so DEM has to contract out with a qualified consulting firm via a public bidding process.

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

A. Specify required skills and/or expertise: Recent large-size Public safety radio project experience and technical expertise on Project 25 standard, digital radio technology, RF coverage and planning, Trunked radio migration project,

migration of existing large radio system for large public agencies.

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?**

Not feasible given the this is untypical work that only occurs every 15-20 years.

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

A. Explain why civil service classes are not applicable.

This is not typical work Civil Service Classes handle. It occurs only once per 15-20 years.

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 not typical work Civil Service Classes handle. It occurs only once per 15-20 years.

**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 trainings will be provided to internal 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 10/18/2021, 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: Thomas Chen Phone: 4152696562 Email: Thomas.Chen@sfgov.org

Address: 1011 Turk Street San Francisco, CA

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 42326 - 21/22

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 12/20/2021

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

## Chen, Thomas (DEM)

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**From:** dhr-psccordinator@sfgov.org on behalf of Thomas.Chen@sfgov.org  
**Sent:** Monday, October 18, 2021 3:26 PM  
**To:** Chen, Thomas (DEM); snaranjo@cirseiu.org; mdennis@twusf.org; roger marengo; pwilson@twusf.org; cmoyer@nccrc.org; Frigault, Noah (HRC); sfdpoa@icloud.com; Mjayne@iam1414.org; Emanuel, Rachel (DEM); laborers261@gmail.com; Laxamana, Junko (BOS); jennifer.esteen@seiu1021.org; emathurin@cirseiu.org; abush@cirseiu.org; sbabaria@cirseiu.org; anthony@dc16.us; mlobre@sfpoa.org; @sfpoa.org; tracym@sfpoa.org; mleach@ibt856.org; rooferslocal40@gmail.com; sal@local16.org; Criss@sfmea.com; Meyers, Julie (HSA); seichenberger@local39.org; camaguey@sfmea.com (contact); ablood@cirseiu.org; kcartermartinez@cirseiu.org; ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; sarah.wilson@seiu1021.org; kschumacher@ifpte21.org; kpage@ifpte21.org; 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; Ramon Hernandez; ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org; xiumin.li@seiu1021.org; Poon, Sin Yee (HSA); smcgarry@nccrc.org; rmitchell@twusf.org; grojo@local39.org; jduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org; L21PSCReview@ifpte21.org; sfsmsa@gmail.com; bart@dc16.us; david.canham@seiu1021.org; jtanner940@aol.com; oashworth@ibew6.org; L21PSCReview@ifpte21.org; laborers261@gmail.com; local200twu@sbcglobal.net; speedy4864@aol.com; Christina@sfmea.com; ecdemvoter@aol.com; thomas.vitale@seiu1021.org; Chen, Thomas (DEM); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 42326 - 21/22

RECEIPT for Union Notification for PSC 42326 - 21/22 more than \$100k

The DEPARTMENT OF EMERGENCY MANAGEMENT -- ECD has submitted a request for a Personal Services Contract (PSC) 42326 - 21/22 for \$500,000 for Initial Request services for the period 01/01/2022 – 01/30/2024. 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:

<https://gcc02.safelinks.protection.outlook.com/?url=http%3A%2F%2Fapps.sfgov.org%2Fdhrdrupal%2Fnode%2F17434&data=04%7C01%7CThomas.Chen%40sfgov.org%7C4ffd88b15c5e4d5997ae08d99286a723%7C22d5c2cfce3e443d9a7fdfcc0231f73f%7C0%7C0%7C637701929402854709%7CUnknown%7CTWFpbGZsb3d8eyJWljiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6Ikh1aWwiLCJXVCI6Mn0%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

# **Additional Attachment(s)**

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

**Agreement between the City and County of San Francisco and  
Federal Engineering, Inc.**

This Agreement is made this 17 day of **March**, 2014, in the City and County of San Francisco, State of California, by and between: **Federal Engineering, Inc. 10600 Arrowhead Drive, Suite 160 Fairfax, VA 22030**, hereinafter referred to as "Contractor," and the City and County of San Francisco, a municipal corporation, hereinafter referred to as "City," acting by and through its Director of the Office of Contract Administration or the Director's designated agent, hereinafter referred to as "Purchasing."

**Recitals**

WHEREAS, the Department of Emergency Management ("Department") wishes to receive consulting services for the replacement of its 800MHz Public Safety Radio System; and,

WHEREAS, a Request for Proposal ("RFP") was issued on October 28<sup>th</sup> 2013, and City selected Contractor as the highest qualified scorer pursuant to the RFP; and

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

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract number 49790 - 13/14 on March 3, 2014;

Now, THEREFORE, the parties agree as follows:

**1. Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation.** This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

**2. Term of the Agreement.** Subject to Section 1, the term of this Agreement shall be from March 17, 2014 to January 1, 2019.

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

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

**Contract Phases** – the Contractor scope of work is broken down into five phases of work. The City has the option to execute any or all of the phases by providing written notice to the Contractor to begin work.

Contractor may not proceed with any work unless authorized by the City. On the effective date of this agreement, Contractor shall begin the work in Phases One and Two. In the event that a change needs to be made to the services that the Contractor agrees to perform, the Department and the Contractor must mutually agree to the change in scope, document the changes needed, and amend this Agreement by written instrument executed and approved in the same manner as this Agreement.. The changes in scope must not result in an increase to the total compensation above the limit specified in Section 5.

**5. Compensation.** Compensation shall be made in accordance with the schedule and payment milestones, as set forth in Appendix B of this Agreement, that the **Chief Information Officer or designee**, in his or her sole discretion, concludes has been performed to the satisfaction of the Department. In no event shall the amount of this Agreement exceed three million dollars [\$3,000,000]. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by **Chief Information Officer or designee**, as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of CMD Progress Payment Form. If Progress Payment Form is not submitted with Contractor's invoice, the Controller will notify the department, the Director of CMD and Contractor of the omission. If Contractor's failure to provide CMD Progress Payment Form is not explained to the Controller's satisfaction, the Controller will withhold 20% of the payment due pursuant to that invoice until CMD Progress Payment Form is provided. Following City's payment of an invoice, Contractor has ten days to file an affidavit using CMD Payment Affidavit verifying that all subcontractors have been paid and specifying the amount.

**6. Guaranteed Maximum Costs.** The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by laws governing emergency procedures, officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law. Officers and employees of the City are not authorized to offer or promise, nor is the City required to honor, any offered or promised additional funding in excess of the maximum amount of funding for

which the contract is certified without certification of the additional amount by the Controller. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

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

**8. Submitting False Claims; Monetary Penalties.** Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at [http://www.amlegal.com/nxt/gateway.dll/California/administrative/administrativecode?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:sanfrancisco\\_ca\\$sync=1](http://www.amlegal.com/nxt/gateway.dll/California/administrative/administrativecode?f=templates$fn=default.htm$3.0$vid=amlegal:sanfrancisco_ca$sync=1). A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

**9. Left Blank by agreement of the parties. (Disallowance)**

**10. Taxes**

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

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

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

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

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

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

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

**12. Qualified Personnel.** Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with City's reasonable requests regarding assignment of personnel, but the City shall have the right to require Contractor to replace any of its personnel by so notifying the Contractor. Contractor shall be given a reasonable amount of time to effect such changes. All personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to complete the project within the project schedule specified in this Agreement.

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

**14. Independent Contractor; Payment of Taxes and Other Expenses**

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

obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement.

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

## 15. Insurance

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

- 1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and
- 2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and
- 3) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- 4) Professional liability insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.

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

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

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

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

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

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

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

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

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

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

j. If a subcontractor will be used to complete any portion of this agreement, the Contractor shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the Contractor listed as additional insureds.

## **16. Indemnification.**

a. **General.** To the fullest extent permitted by law, Contractor shall assume the defense of (with legal counsel subject to approval of the City), indemnify and save harmless the City, its boards, commissions, officers, and employees (collectively "Indemnitees"), from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or

death of an employee of the Contractor or its subconsultants), expense and liability of every kind, nature, and description (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses, fees of expert consultants or witnesses in litigation, and costs of investigation), that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of the Contractor, any subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively, "Liabilities").

b. **Limitations.** No insurance policy covering the Contractor's performance under this Agreement shall operate to limit the Contractor's Liabilities under this provision. Nor shall the amount of insurance coverage operate to limit the extent of such Liabilities. The Contractor assumes no liability whatsoever for the sole negligence, active negligence, or willful misconduct of any Indemnitee or the contractors of any Indemnitee.

c. **Copyright infringement.** Contractor shall also indemnify, defend and hold harmless all Indemnitees from all suits or claims for infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark, or any other proprietary right of any person or persons in consequence of the use by the City, or any of its boards, commissions, officers, or employees of articles or services to be supplied in the performance of Contractor's services under this Agreement. Infringement of patent rights, copyrights, or other proprietary rights in the performance of this Agreement, if not the basis for indemnification under the law, shall nevertheless be considered a material breach of contract.

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

**18. Liability of City.** CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 5 OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

**19. Left blank by agreement of the parties. (Liquidated Damages)**

**20. Default; Remedies**

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

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

- |                                                 |                                |
|-------------------------------------------------|--------------------------------|
| 8. Submitting False Claims; Monetary Penalties. | 37. Drug-free workplace policy |
| 10. Taxes                                       | 53. Compliance with laws       |
| 15. Insurance                                   |                                |

24. Proprietary or confidential information of City  
30. Assignment
57. Protection of private information

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

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

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

b. On and after any Event of Default, City shall notify the Contractor and the Contractor shall have 10 days to cure the default. If not cured within this period, the City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement.

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

## **21. Termination for Convenience**

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

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

1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by City.

2) Not placing any further orders or subcontracts for materials, services, equipment or other items.

3) Terminating all existing orders and subcontracts.

4) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

5) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.

6) Completing performance of any services or work that City designates to be completed prior to the date of termination specified by City.

7) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

c. Within 30 days after the specified termination date, Contractor shall submit to City an invoice, which shall set forth each of the following as a separate line item:

1) The reasonable cost to Contractor, without profit, for all services and other work City directed Contractor to perform prior to the specified termination date, for which services or work City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for services or other work. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

2) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

3) The reasonable cost to Contractor of handling material or equipment returned to the vendor, delivered to the City or otherwise disposed of as directed by the City.

4) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or credited to City, and any other appropriate credits to City against the cost of the services or other work.

d. In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs specifically

enumerated and described in the immediately preceding subsection (c). Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under such subsection (c).

e. In arriving at the amount due to Contractor under this Section, City may deduct: (1) all payments previously made by City for work or other services covered by Contractor's final invoice; (2) any claim which City may have against Contractor in connection with this Agreement; (3) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d); and (4) in instances in which, in the opinion of the City, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.

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

## **22. Rights and Duties upon Termination or Expiration**

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

- |                                                                 |                                                         |
|-----------------------------------------------------------------|---------------------------------------------------------|
| 8. Submitting false claims                                      | 24. Proprietary or confidential information of City     |
| 9. Disallowance                                                 | 26. Ownership of Results                                |
| 10. Taxes                                                       | 27. Works for Hire                                      |
| 11. Payment does not imply acceptance of work                   | 28. Audit and Inspection of Records                     |
| 13. Responsibility for equipment                                | 48. Modification of Agreement.                          |
| 14. Independent Contractor; Payment of Taxes and Other Expenses | 49. Administrative Remedy for Agreement Interpretation. |
| 15. Insurance                                                   | 50. Agreement Made in California; Venue                 |
| 16. Indemnification                                             | 51. Construction                                        |
| 17. Incidental and Consequential Damages                        | 52. Entire Agreement                                    |
| 18. Liability of City                                           | 56. Severability                                        |
|                                                                 | 57. Protection of private information                   |

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

**23. Conflict of Interest.** Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2

of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

**24. Proprietary or Confidential Information of City.** Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Contractor agrees that all information disclosed by City to Contractor shall be held in confidence and used only in performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

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

To City:  
Michelle Geddes  
Department of Emergency Management  
1011 Turk St  
San Francisco, CA 94102  
Michelle.geddes@sfgov.org

To Contractor:  
Federal Engineering, Inc.  
Ronald F. Bosco, President  
10600 Arrowhead Drive, Suite 160  
Fairfax, VA 22030  
rbosco@fedeng.com

Any notice of default must be sent by registered mail.

**26. Ownership of Results.** Any interest of Contractor or its Subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors in connection with services to be performed under this Agreement, shall become the property of and will be transmitted to City. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

**27. Works for Hire.** If, in connection with services performed under this Agreement, Contractor or its subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the City. If it is ever determined that any works created by Contractor or its subcontractors under this Agreement are not works for hire under U.S. law, Contractor hereby

assigns all copyrights to such works to the City, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the City, Contractor may retain and use copies of such works for reference and as documentation of its experience and capabilities.

**28. Audit and Inspection of Records.** Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its work under this Agreement. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon City by this Section.

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

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

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

**32. Earned Income Credit (EIC) Forms.** Administrative Code section 120 requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found. Contractor shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty days following the date on which this Agreement becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by Contractor; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement. Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Contractor of the terms of this Agreement. If, within thirty days after Contractor receives written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty days, Contractor fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under this Agreement or under applicable law. Any Subcontract entered into by Contractor shall require

the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 12O of the San Francisco Administrative Code.

### **33. Local Business Enterprise Utilization; Liquidated Damages**

a. **The LBE Ordinance.** Contractor, shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance"), provided such amendments do not materially increase Contractor's obligations or liabilities, or materially diminish Contractor's rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Contractor's willful failure to comply with any applicable provisions of the LBE Ordinance is a material breach of Contractor's obligations under this Agreement and shall entitle City, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Contractor shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

#### **b. Compliance and Enforcement**

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

2) **Subcontracting Goals.** The LBE subcontracting participation goal for this contract is 7%. Contractor shall fulfill the subcontracting commitment made in its bid or proposal. Each invoice submitted to City for payment shall include the information required in the CMD Progress Payment Form and the CMD Payment Affidavit. Failure to provide the CMD Progress Payment Form and the CMD Payment Affidavit with each invoice submitted by

Contractor shall entitle City to withhold 20% of the amount of that invoice until the CMD Payment Form and the CMD Subcontractor Payment Affidavit are provided by Contractor. Contractor shall not participate in any back contracting to the Contractor or lower-tier subcontractors, as defined in the LBE Ordinance, for any purpose inconsistent with the provisions of the LBE Ordinance, its implementing rules and regulations, or this Section.

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

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

#### **34. Nondiscrimination; Penalties**

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

b. **Subcontracts.** Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code

(copies of which are available from Purchasing) and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

#### **43. Requiring Minimum Compensation for Covered Employees**

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

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

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

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

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

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

the City and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

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

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

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

#### **44. Requiring Health Benefits for Covered Employees**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**45. Left blank as DEM obtained a waiver from First Source Hiring Administration on 2/26/2014. (First Source Hiring Program)**

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

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

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

**49. Administrative Remedy for Agreement Interpretation.** Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Purchasing who shall decide the true meaning and intent of the Agreement.

**50. Agreement Made in California; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

**51. Construction.** All paragraph captions are for reference only and shall not be considered in construing this Agreement.

**52. Entire Agreement.** This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This contract may be modified only as provided in Section 48, "Modification of Agreement."

**53. Compliance with Laws.** Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

**54. Services Provided by Attorneys.** Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

**55. Left blank by agreement of the parties. (Supervision of Minors)**

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

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

**58. Not Used.**

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

monetary damages sustained by City because of Contractor's failure to comply with this provision.

**60. Left blank by agreement of the parties. (Slavery Era Disclosure)**

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

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

**CITY**

**CONTRACTOR**

Recommended by:

**Federal Engineering, Inc.**

  
\_\_\_\_\_  
Anne Kronenberg  
Executive Director  
Department of Emergency Management

*for*

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

Approved as to Form:

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

Dennis J. Herrera  
City Attorney

By:   
\_\_\_\_\_  
Margarita Gutierrez  
Deputy City Attorney

Approved:

  
\_\_\_\_\_  
Ronald Bosco  
President *4/1/14*

  
\_\_\_\_\_  
Jack Fong  
Director of the Office of Contract Administration, and Purchaser

City vendor number: **78904**

**Appendices**

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

*Faint stamp: RECEIVED... 4/1/14*

PURCHASING DEPARTMENT  
14 APR 14 PM 12:29  
RECEIVED

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

Department: DEPARTMENT OF EMERGENCY MANAGEMENT -- ECDDept. Code: ECDType of Request:  Initial  Modification of an existing PSC (PSC # \_\_\_\_\_)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: Consulting Services for Public Safety Radio Replacement ProjectFunding Source: General FundPSC Amount: \$3,000,000PSC Est. Start Date: 02/03/2014PSC Est. End Date 01/01/2019**1. Description of Work**

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

The Scope of Work for the Consultant RFP is broken down into phases, with specific tasks and work products required for each phase. The phases have tasks that include radio system inventory, needs assessment and gap analysis, trunked radio design analysis, budget projections, RFP development, system procurement and contract negotiations, and system implementation.

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

The City's 800MHz Public Safety Radio system is a critical infrastructure that is used daily for communications during emergencies. The system supports over 7000 users, and is nearing end of life. The City needs to replace the system, and would like a professional consulting firm to help with the process. These firms bring additional experience and expertise that the City resources do not have. Denying the service will risk the success of the project.

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?

If the project extends longer than 2018, the it may be renew

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 consultant contract will be used for the duration of the 800MHz Radio Replacement Project, which is intended to be online by 2018

**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:

Not Applicable

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

A. Specify required skills and/or expertise: Public safety radio experience, Project 25 standards, Digital Radio Technology, RF Coverage and Planning, Trunked Radio Migration and project, planning experience deploying digital radio technology, and migrating a large public safety department

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?**

The Dept. is in close collaboration with Dept. of Technology, Capital Planning and all public safety agencies. None of these departments have the skills set needed for the project.

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

A. Explain why civil service classes are not applicable.

There are no Civil Services Classifications that have this type of 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. Projects of this nature are not done often (i.e. once every 15 years) so the City doesn't maintain this type of service in house.

**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.

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 01/03/2014, 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 St San Francisco, CA 94102

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 49790 - 13/14

DHR Analysis/Recommendation:

action date: 03/03/2014

Commission Approval Required

Approved by Civil Service Commission

03/03/2014 DHR Approved for 03/03/2014

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING --  
HOM

Dept. Code: HOM

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

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

Type of Service: Housing Inspection Services

Funding Source: Federal funding

PSC Amount: \$450,000

PSC Est. Start Date: 06/01/2022

PSC Est. End Date 06/30/2027

**1. Description of Work**

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

The purpose of the contract is to provide inspection services related to federal subsidized housing required by the U.S Department of Housing and Urban Development (HUD).

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

Federal subsidized housing inspections and rent reasonableness analyses and studies are required by the U.S Department of Housing and Urban Development (HUD) as a condition of receiving federal funding. Federally subsidized housing must meet the applicable housing quality standards (HQS). Federal funds are a key source of funding for the City and County of San Francisco's homelessness services. Failure to receive federal HUD funding would significantly impair the County's ability to achieve its goal to stably house people experiencing homelessness.

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.

These services were previously awarded through competitive RFP processes administered by the Human Services Agency (HSA). The resulting agreements were authorized by the Civil Service Commission through PSC#2004-08/09. The services were transitioned to HSH upon its creation as a new agency in FY16-17. HSH is requesting its own PSC authority to re-procure the services to create a new contract.

D. Will the contract(s) be renewed?

Yes if there is additional need for these services.

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 additional time in the PSC Duration is to allow for processing and awarding the contract. The contract will have a 5 year term.

**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).

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:

Civil Services classes are not applicable because the inspections do not have a regular, recurring schedule and certification is required. Federal subsidized housing inspections and rent reasonableness analyses and studies are required by the U.S Department of Housing and Urban Development (HUD) as a condition of receiving federal funding. Federally subsidized housing must meet the applicable housing quality standards (HQS). Failure to receive federal HUD funding would significantly impair the County's ability to achieve its goal to stably house people experiencing homelessness. As the work is funded by federal grant dollars, annual renewal of such dollars is uncertain.

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

A. Specify required skills and/or expertise: Minimum Qualifications: • Minimum of three years of experience in conducting annual and interim HQS inspections within required time frames, determining what repairs need to be made, and the ability to resolve concerns between owners/landlords and tenants. • Minimum of three years of experience in determining and documenting that the rent to owner/landlord is reasonable based on current rents. Required Certification: • Staff Certified HUD HQS Inspector

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. There are no Civil Service Classifications that have the qualifications listed to perform this work.

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

A. Explain why civil service classes are not applicable.

Civil Services classes are not applicable because the inspections do not have a regular, recurring schedule and certification is required. In addition, the work is funded by federal grant dollars. Annual renewal of such dollars is not guaranteed.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. It would not be practical to adopt a new civil service class because the work is funded by federal grant dollars. Annual renewal of such dollars is uncertain.

**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 are no Civil Service Classifications that have the qualifications listed to perform this 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.  
Yes. The work is currently being completed by a contractor that was selected through competitive RFP processes administered by the Human Services Agency. The resulting agreement was authorized by the Civil Service Commission through PSC#2004-08/09. HSH is requesting its own authority to re-procure the services.

**7. Union Notification: On 11/08/2021, 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: Monique Colon Phone: 4153555230 Email: monique.colon@sfgov.org

Address: 440 Turk Street San Francisco, CA 94102

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 46897 - 21/22

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 12/20/2021

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

**From:** [DHR-PSCCoordinator, DHR \(HRD\)](#) on behalf of [Colon, Monique \(HOM\)](#)  
**To:** [Colon, Monique \(HOM\)](#); [snaranjo@cirseiu.org](#); [mdennis@twusf.org](#); [roger marengo](#); [pwilson@twusf.org](#); [cmoyer@nccrc.org](#); [Frigault, Noah \(HRC\)](#); [sfdpoa@icloud.com](#); [Mjayne@iam1414.org](#); [Emanuel, Rachel \(DEM\)](#); [laborers261@gmail.com](#); [Laxamana, Junko \(BOS\)](#); [jennifer.esteen@seiu1021.org](#); [emathurin@cirseiu.org](#); [abush@cirseiu.org](#); [sbabaria@cirseiu.org](#); [anthony@dc16.us](#); [mlobre@sfpoa.org](#); [@sfpoa.org](#); [tracym@sfpoa.org](#); [mleach@ibt856.org](#); [rooferslocal40@gmail.com](#); [sal@local16.org](#); [Criss@sfmea.com](#); [Meyers, Julie \(HSA\)](#); [seichenberger@local39.org](#); [camaguey@sfmea.com \(contact\)](#); [ablood@cirseiu.org](#); [kcartermartinez@cirseiu.org](#); [ecassidy@ifpte21.com](#); [WendyWong26@yahoo.com](#); [wendywong26@yahoo.com](#); [sarah.wilson@seiu1021.org](#); [kschumacher@ifpte21.org](#); [kpage@ifpte21.org](#); [tjenkins@uapd.com](#); [eerbach@ifpte21.org](#); [tmathews@ifpte21.org](#); [amakayan@ifpte21.org](#); [jb@local16.org](#); [Ricardo.lopez@sfgov.org](#); [Basconillo, 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@sfflocal798.org](#); [cityworker@sfcwu.org](#); [davidmkersten@gmail.com](#); [djohnson@opcmialocal300.org](#); [Ramon Hernandez](#); [ablood@cirseiu.org](#); [pkarinen@nccrc.org](#); [tony@dc16.us](#); [stevek@bac3-ca.org](#); [xiumin.li@seiu1021.org](#); [Poon, Sin Yee \(HSA\)](#); [smcgarry@nccrc.org](#); [rmitchell@twusf.org](#); [grojo@local39.org](#); [iduritz@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](#); [Wong, Victoria \(HOM\)](#); [DHR-PSCCoordinator, DHR \(HRD\)](#)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 46897 - 21/22  
**Date:** Monday, November 8, 2021 1:13:19 PM

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RECEIPT for Union Notification for PSC 46897 - 21/22 more than \$100k

The DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING -- HOM has submitted a request for a Personal Services Contract (PSC) 46897 - 21/22 for \$450,000 for Initial Request services for the period 06/01/2022 – 06/30/2027.

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/17497> 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)**

**Appendix A: Scope of Services to be Provided**  
**NMA Inspections**  
**Special Programs Inspections**  
**July 1, 2016 through June 30, 2019**

**I. Purpose of Contract**

The purpose of the contract is to provide services related to federal subsidized housing inspections and rent reasonableness analyses and studies required by the U.S Department of Housing and Urban Development (HUD). Federally subsidized housing assisted by the federal HUD Special Programs (Shelter Plus Care and HOPWA Programs) must meet the applicable housing quality standards (HQS) under 24 CFR 882.109 and, for single room occupancy housing (SRO), under 24 CFR 882.803 (b).

**II. Definitions**

Contractor	Nan McKay & Associates
CFR	Code of Federal Regulations
DHS	San Francisco Department of Human Services, a division of HSA
HQS	Housing Quality Standards
HSA	San Francisco Human Services Agency
HOPWA	Housing Opportunities for Persons with AIDS
HUD	U.S Department of Housing and Urban Development
S+C	Shelter Plus Care
Special Programs	Shelter Plus Care and HOPWA Programs
HAP	Housing Assistance Payments

**III. Target Population**

S+C clients are homeless residents of San Francisco living on the streets or in a shelter, and having one or more special needs related to substance abuse, mental illness, or symptomatic HIV/AIDS. HOPWA clients may be homeless and/or low-income residents of San Francisco diagnosed with symptomatic or debilitating HIV/AIDS.

**IV. Description of Services**

Contractor shall provide the following services during the term of this contract:

1. Conduct inspections of Special Programs vacancies, including initial, annual, and exit, and/or as needed.
2. Conduct inspections within 3 business days of request of HSA Special Programs staff.
3. Determine rent reasonableness to determine fair value of contract rent, including utility allowance, if applicable.
4. Explain and clarify inspection protocol and regulations to both program participants and landlords that are part of Special Programs.
5. Prepare and report incidences of noncompliance to Special Programs staff. Verify household composition during inspection as needed.
6. Collaborate with Special Programs clients and Sponsors/landlords to assist with the maintenance of the unit and ensure property deficiencies are resolved.
7. Prepare HUD required rent reasonable studies and/or analyses to justify Special Programs rent schedules as needed.
8. Ability to communicate effectively with a variety of community stakeholders including other governmental agencies and departments, community-based organizations, and consumers.
9. Ability to prepare and complete clear and concise written reports, notices, other correspondence and maintain detailed records. At the beginning of an inspection day, contractor must report to Special Programs office to obtain list of sites and units to be inspected, inspection checklist reports (HUD 52580/HUD 52580a Forms), and other pertinent correspondence. Reports and related documentation must be completed and delivered to Special Programs at the end of an inspection day.
10. Ability to consistently provide inspector(s) dedicated to and familiar with the housing portfolio.
11. Ability to provide up to two full business days of inspections per week (between Mondays through Fridays).
12. Experience working with disabled populations (Single adult and Family households).
13. Ability to follow specific instructions pertaining to the access, appointment windows, Fair Housing/reasonable accommodation, and (re)scheduling of unit inspections. In addition:
  - a. Inspections can only be cancelled or rescheduled by Special Programs. Inspections cancelled by the vendor may not be billed to Special Programs.
  - b. Additional same-day inspections must be approved by Special Programs. If approval is not obtained prior to inspection, Special Programs may not be billed. If approval is received, contractor must complete Same-Day Addition Inspection paperwork for that unit.
14. Ability to provide follow-up technical assistance on a timely basis.
15. For any 'No Show' in locations with multiple units, provide a 2<sup>nd</sup> attempt to inspect that unit prior to leaving the housing site, which may not be billed twice to the Special Programs. No Show/No Access notices must be issued on-site.

16. Vendor must exhaust all available forms of communication in gaining access to and prior to leaving a unit (i.e. calling Tenant/Property Management/Landlord, knocking/doorbell, verbal greeting, checking in with property management office, and waiting up to 10-15 minutes).
17. Allow for at least semi-annual reviews/site visits/audits to evaluate vendor performance.
18. Contractor must provide their own transportation and inspection tools.

**V. Location and Time of Services**

Services are to be provided to the current 1,214 S+C units located in 124 sites and for 225 Special Programs scattered sites throughout San Francisco, California. In addition to the units, inspections are to be performed to sites with common shared areas, such as kitchens, bathrooms, walkways, and pathways through hallways.

The following is a more detailed description of the number and type of units:

1. SRO, studio, and 1 bedroom apartment units  
     Total – 1041  
     Number of locations – 40
2. 2 bedroom apartment units  
     Total – 70  
     Number of locations – 17
3. 3 bedroom apartment units  
     Total - 38  
     Number of locations – 5
4. 4 bedroom apartment units  
     Total – 5  
     Number of locations – 2
5. Single family homes (2 bedroom, 3 bedroom and 4 bedroom units)  
     Total – 60  
     Number of locations – 60
6. 225 Special Programs scattered sites units are comprised of various SRO, studio, 1 bedroom, 2 bedroom, 3 bedroom, and 4 bedroom units.

**VI. Contractor Responsibilities**

1. Staff Certified HQS Inspectors.
2. Staff Certified Rent Reasonableness Experts.
3. Maintain HQS and Rent Reasonableness training and certification.
4. Maintain a means of communication, and transportation in the delivery of services.

**VII. HSA Responsibilities**

1. The Special Programs Compliance Supervisor will notify Contractor of scheduled inspections within 2 -3 business days; and will review HQS inspection reports within 2 – 3 business days.
2. Contractor must allow HSA to perform at least a semi-annual review/site visits/audits to evaluate vendor performance and services delivery.

**VIII. Record Keeping and Reporting**

1. Contractor agrees to maintain on a current basis documentation of services as required by HUD and DHS as related to this Agreement.
2. Contractor will submit completed Inspection reports and Rent Reasonableness analyses and studies electronically to Special Programs Compliance Supervisor:

Darlene Fernandez-Ash, Special Programs Compliance Supervisor  
Darlene.Fernandez-Ash@sfgov.org

Alternatively, reports, analyses and studies can be mailed to the following address:

Darlene Fernandez-Ash, #ZB10  
Department of Human Services  
PO Box 7988  
San Francisco, CA 94120

**IX. Confidentiality of Client Records**

All of contractor employees will be required to comply with the requirements of California Welfare and Institutions Code Sections 10850, et seq. and 17006, et seq., California Department of Social Services Manual of Policies and Procedures Div. 19, and all applicable federal, state and City laws regarding confidentiality and client information.



# CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE  
MAYOR

*Sent via Electronic Mail*

June 24, 2014

SCOTT R. HELDFOND  
PRESIDENT

E. DENNIS NORMANDY  
VICE PRESIDENT

DOUGLAS S. CHAN  
COMMISSIONER

KATE FAVETTI  
COMMISSIONER

GINA M. ROCCANOVA  
COMMISSIONER

## NOTICE OF CIVIL SERVICE COMMISSION ACTION

**SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACTS NUMBERS 46791-13/14, 49377-13/14, 46974-13/14, 40525-13/14, 47803-13/14, 47911-13/14, 49509-13/14, 42163-13/14, 42385-13/14, 47609-13/14, 48143-13/14, 44299-13/14, 2003-08/09, 2005-08/09, 4047-13/14, 4136-08/09, 4055-10/11, 4133-08/09 AND 4098-02/03.**

At its meeting of **June 16, 2014** the Civil Service Commission had for its consideration the above matter.

The Commission took the following actions:

- 1) Approved PSC #47083-13/14, with the condition that the Department of Public Health work with the Executive Officer to amend the PSC Form 1 to expand on the justification for contracting out, to be clear that it will not result in any displacements, and to correct the reference to the prior PSC under which those or related services were previously contracted out.
- 2) Approved PSC #42163-13/14, with the condition that the Public Utilities Commission work with the Executive Officer to amend the PSC Form 1 to expand on the definition of the scope of work being contracted out.
- 3) Approved PSC #42385-13/14, with the proviso that the Public Utilities Commission amends the description on the PSC Form 1 to make it clear that the request is for a contractor to provide on-site training and specialized work (not to provide laborer worker to avoid hiring laborers)
- 4) Conditionally approved PSC #2003-08/09, provided that the Human Services Agency and the employee organization (SEIU, Local 1021) continue their discussions on the PSC, and provided that the Human Services Agency submits a written report to the Commission by October 2014 on those discussions.
- 5) Approved PSC #4047-13/14, on the condition that the Municipal Transportation Agency works with the Executive Officer to update the PSC Form 1 to include information on why the contract was extended out further than originally anticipated.

JENNIFER C. JOHNSTON  
EXECUTIVE OFFICER

6) Approved PSC #4133-08/09, on the condition that the Department of Public Health amends PSC Form 1 to clearly define the description of work being contracted out, and that it continues discussions with the affected union(s).

7) Approved the request for all remaining PSCs (PSC numbers 46791-13/14, 49377-13/14, 46974-13/14, 40525-13/14, 47911-13/14, 49509-13/14, 47609-13/14, 48143-13/14, 44299-13/14, 2005-08/09, 4136-08/09, 4055-10/11, and 4098-02/03).

8) Adopted the report; notified the Office of the Controller and the Office of Contract Administration.

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

CIVIL SERVICE COMMISSION



JENNIFER JOHNSTON  
Executive Officer

Attachment

Cc: Parveen Boparai, Municipal Transportation Agency  
David Curto, Human Service Agency  
Cynthia Hamada, Municipal Transportation Agency  
Jacquie Hale, Department of Public Health  
Lavena Holmes, San Francisco Port Commission  
Shamica Jackson, Public Utilities Commission  
Greg Kato, Treasurer & Tax Collector Office  
Stacey Lo, Public Utilities Commission  
Danny Yeung, City Planning Department  
Ben Rosenfield, Controller's Office  
Jaci Fong, Contract Administration  
Commission File  
Chron

**Posting for June 2, 2014**  
**Proposed Personal Services Contract - Continual**

PSC No	Dept Description	Per Term	Per Annual	Description of Work	PSC Estimated	
					Start Date	End Date
2000-08/09	HUMAN SERVICES	\$7,500,000	\$1,500,000.00	Recruiting appropriate families throughout the Bay Area and other counties, providing orientations, induction training, home studies, and post-adoption services to the families, and facilitating the matching of adoptive families to San Francisco children in the foster care system.	7/1/2009	Continual
2001-08/09	HUMAN SERVICES	\$65,000,000	\$13,000,000.00	Services include recruitment and support to prospective and existing foster and kinship parents. These services provide training, respite care, counseling, crisis intervention, childcare and reunification efforts to help maintain foster children in their communities. Services provided to children in foster care; include therapeutic services, tutoring, and independent living skills, mental and general health services.	7/1/2009	Continual
2004-08/09	HUMAN SERVICES	\$230,000,000	\$46,000,000.00	To provide supportive housing services including case management, money management and tenant support to individuals and families living in shelters, single resident occupancy hotels and transitional or permanent housing. Clients include recipients of Social Security Administration, Supplemental Security Income, Personal Assisted Employment Services, CalWorks and/or low-incomes.	7/1/2009	Continual
2006-08/09	HUMAN SERVICES	\$25,415,000	\$4,420,000.00	Support services to the Agency include but not are limited to the following: legal process service, courier service, fiscal intermediary (employer agent/payroll services for welfare to work clients), credit checks, equipment maintenance and repairs, files and records management (i.e. recycling, shredding, destruction, removal), translation, consultants for grant writing, Security Services, planning and evaluation.	7/1/2009	Continual
2007-08/09	HUMAN SERVICES	\$327,750,000	\$57,000,000.00	Serves as the employer of record for the In-Home Supportive Services Program (IHSS), an entitlement program of the federal and state government. Provide a central registry, enrollment in a comprehensive health benefit system, advocacy and support services for 16,000 homecare workers. Provides the contract mode IHSS.ac.mandated	7/1/2009	Continual
2008-08/09	HUMAN SERVICES	\$75,750,000	\$15,150,000.00	Provide homeless individuals and families with emergency shelter services and meals. Services may include sleeping facilities (bed, bedding and storage space), meals/groceries, laundry facilities, voluntary case management, substance abuse, mental health group sessions, shelter reservations, employment services, housing access and health activities.	7/1/2009	Continual
2009-08/09	HUMAN SERVICES	\$14,950,000	\$2,600,000.00	To provide individuals and families who are homeless or at-risk for homelessness with drop-in access to services, shelter bed reservations and respite from the streets.	7/1/2009	Continual
<b>Total Amount: \$746,365,000</b>				<b>\$139,670,000.00</b>		

the department clarify at the meeting of June 16<sup>th</sup> what “piggybacking on the Airport” means; and Commissioner Favetti also requested that the department provide clarification on pages 5 and 7 of the department’s submission with regard to the training and notification to SEIU, Local 1021. (Vote of 5 to 0)

**Recommendation:** Adopt the report. Approve the request for Personal Services Contract #4070-09/10; Notify the Office of the Controller and the Office of Contract Administration.

**(11) Review of Request for Approval of Proposed Personal Services Contract Number 30933-13/14. (File No. 0131-14-8) – Action Item**

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
30933-13/14	Sheriff	Current Approved Amount \$65,000 Increase Amount Requested \$70,000 New Total Amount Requested \$135,000	Operate a shuttle service from Civic Center BART station and Balboa Park BART station to San Bruno Jail. The shuttle service operates on weekends and all major holidays from 7:00am - 2:30pm.	Modification	Current Approved Duration 4/1/14-3/31/2015

June 2, 2014: Continued Personal Services Contract #30933-13/14 to the Commission meeting of June 16, 2014 so that the Sheriff’s Department can provide proper notice to the Transport Workers Union Local 250A. (Vote of 5 to 0)

**Recommendation:** Adopt the report. Approve the request for proposed Personal Services Contract #30933-13/14; Notify the Office of the Controller and the Office of Contract Administration.

**(12) Human Services Agency’s Annual Report on Contracts Awarded under Personal Services Contracts with Continuing Approval—Personal Services Contracts Numbers 2000-08/09 through 2009-08/09. (File No. 0120-14-8) – Action Item**

PSC#	Department	Amount	Type of Service	Duration
2000-08/09	Human Services Agency	Per Term \$7,500,00 Per Annual \$1,500,000	Recruiting appropriate families throughout the Bay Area and other counties, providing orientations, induction training, home studies, and post-adoption services to the families, and facilitating the matching of adoptive families to San Francisco children in the foster care system.	7/1/2009 – Continuing
2001-08/09	Human Services Agency	Per Term \$65,000,000 Per Annual \$13,000,000	Services include recruitment and support to perspective and existing foster and kinship parents. These services provide training, respite care, counseling, crisis intervention, childcare and reunification efforts to help maintain foster children in their communities. Services provided to children in foster care; include therapeutic services, tutoring, and independent living skills, mental and general health services.	7/1/2009 – Continuing
2003-08/09	Human Services	Current Approved Amount \$160,000,000	Multiple contractors provide childcare services to low-income and CalWORKs families through partnerships with other state licensed providers in various identified target neighborhoods.	1/5/2009-Continuing

Civil Service Commission Meeting Agenda

Regular Meeting of June 16, 2014

2004-08/09	Human Services Agency	Per Term \$230,000,000 Per Annual \$46,000,000	To provide supportive housing services including case management, money management and tenant support to individuals and families living in shelters, single resident occupancy hotels and transitional or permanent housing. Clients include recipients of Social Security Administration, Supplemental Security Income, Personal Assisted Employment Services, Cal Works and/or low incomes.	7/1/2009 – Continuing
2005-08/09	Human Services	Current Approved Amount \$38,500,000	Provide outreach, counseling, employment services, vocational training, work readiness, referral and placement services, job retention support and follow-up to CalWorks and PAES (Personal Assisted Employment Services) and other low-income individuals seeking employment.	7/1/2009- Continuing
2006-08/09	Human Services Agency	Per Term \$25,415,000 Per Annual \$4,420,000	Support services to the Agency include but not are limited to the following: legal process service, courier service, fiscal intermediary (employer agent/payroll services for welfare to work clients), credit checks, equipment maintenance and repairs, files and records management (i.e. recycling, shredding, destruction, removal), translation, consultants for grant writing Security Services, planning and evaluation.	7/1/2009 – Continuing
2007-08/09	Human Services Agency	Per Term \$327,750,000 Per Annual \$57,000,000	Serves as the employer of record for the In-Home Supportive Services Program (IHSS), an entitlement program of the federal and state government. Provide a central registry, enrollment in a comprehensive health benefit system, advocacy and support services for 16,000 homecare workers. Provides the contract mode IHSS as mandated.	7/1/2009 – Continuing
2008-08/09	Human Services Agency	Per Term \$75,750,000 Per Annual \$15,150,000	Provide homeless individuals and families with emergency shelter services and meals. Services may include sleeping facilities (bed, bedding and storage space), meals/groceries, laundry facilities, voluntary case management, substance abuse, mental health group sessions, shelter reservations, employment services, housing access and health activities.	7/1/2009 – Continuing
2009-08/09	Human Services Agency	Per Term \$14,950,000 Per Annual \$2,600,000	To provide individuals and families who are homeless or at-risk for homelessness with drop-in access to services, shelter bed reservations and respite from the streets.	7/1/2009 – Continuing

February 2, 2009: Postponed **Personal Services Contract Numbers 2000-08/09 through 2009-08/09** to the meeting of March 2, 2009 at the request of SEIU Local 1021. (Vote of 5 to 0)

March 2, 2009: Postponed **Personal Services Contract Numbers 2002-08/09; 2003-08/09 and 2005-08/09** to the meeting of March 16, 2009 at the request of SEIU Local 1021. The Commission stipulated this will be the last continuance granted. (Vote of 5 to 0)

Adopted the Human Resources Director’s report on **Personal Services Contract Numbers 2000-08/09; 2001-08/09, 2004-08/09, and 2007-08/09 through 2009-08/09** on the condition that: 1) IFPTE Local 21 and the Human Services Agency meet to discuss their concerns regarding funding options for the transition of work performed by Class 2819 and 2822 Health Educators and Assistant Health Educators back to the City, in conjunction with the Department of Public Health; 2) a written report on the progress submitted to the Civil Service Commission no later than six (6) months (September 7, 2009); and 3) Human Services Agency continue to meet and discuss in good faith with IFPTE Local 21 other classifications, the work of which could possibly be transitioned back to the City. (Vote of 5 to 0)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: HUMAN SERVICES -- DSS

Dept. Code: DSS

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

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

Type of Service: Q-Flow Lobby Management Reporting

Funding Source: State and Local Funds

PSC Amount: \$1,700,000

PSC Est. Start Date: 01/01/2022

PSC Est. End Date 06/30/2024

**1. Description of Work**

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

The contractor will provide ongoing maintenance support, training and as-needed consulting for workflow customization, and ad-hoc reports needed for the Q-flow lobby management solution.

Contractor will also provide project management in the form of meetings, email and phone communications. Management tasks include collaboration with the Human Services Agency's IT and relevant program staff, on as-needed basis development of the system specification, oversight of custom programming, collection of user feed-back, customized reports, customized scripting, and as needed training.

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

The service is necessary for the day to day lobby management for the agency. Without these services, operations would be interrupted and the Agency will not be able to serve it's clients.

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 43367-17/18

D. Will the contract(s) be renewed?

Agency will likely renew contract based on future needs of our lobby management.

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:

City lacks propriety software needed to schedule clients for all HSA program

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

A. Specify required skills and/or expertise: Needs to have specialized experience and skills dealing with Q-Flow Lobby Management System and ability to write customize scripts for the proprietary software.

B. Which, if any, civil service class(es) normally perform(s) this work? 1053, IS Business Analyst-Senior; 1952, Purchaser;

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

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

**City?**

These services are highly specialized with proprietary software. The services are also for an as needed basis.

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

A. Explain why civil service classes are not applicable.

The services require knowledge of proprietary software and must have access to the system to create custom reports and scripts. The reports and scripts are as needed basis.

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 the reports and scripts are as needed basis. The work requires access to proprietary software.

**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 contractor will train the end users on how to use their proprietary software. End users are HSA 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.  
Yes.

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 09/21/2021, the Department notified the following employee organizations of this PSC/RFP request:  
Prof & Tech Eng, Local 21

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

Name: johanna.gendelman Phone: 415-557-5507 Email: johanna.gendelman@sfgov.org

Address: 1650 Mission Street Suite 500 San Francisco, CA

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 45313 - 21/22

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 12/20/2021

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

**From:** dhr-psccordinator@sfgov.org  
**To:** [Gendelman, Johanna \(HSA\)](#); [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); [Lau, Leslie \(HSA\)](#); [DHR-PSCCoordinator, DHR \(HRD\)](#)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 45313 - 21/22  
**Date:** Tuesday, September 21, 2021 2:19:06 PM

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RECEIPT for Union Notification for PSC 45313 - 21/22 more than \$100k

The HUMAN SERVICES -- DSS has submitted a request for a Personal Services Contract (PSC) 45313 - 21/22 for \$1,700,000 for Initial Request services for the period 01/01/2022 – 06/30/2024. 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/17265> 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: HUMAN SERVICESDept. Code: DSS

Type of Request:  Initial  Modification of an existing PSC (PSC # 43367 - 17/18)

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

Type of Service: Information Technology System SolutionsFunding Source: County, State, FederalPSC Original Approved Amount: \$26,000,000PSC Original Approved Duration: 07/01/18 - 06/30/23 (5 years)PSC Mod#1 Amount: no amount addedPSC Mod#1 Duration: 07/01/18-06/30/24 (1 year 1 day)PSC Cumulative Amount Proposed: \$26,000,000PSC Cumulative Duration Proposed: 6 years 1 day**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

Services are for the design, access, and support of information technology system solutions for the Human Services Agency. Information technology system solutions are defined as technology based systems that assist the HSA staff and clients by providing Database Applications; Client Management Software; Management Information Systems; Client Assessment Systems; Program Evaluation Systems; Program Assessment Systems ; IT System Consulting; Cloud Services;Transportation Management/Scheduling Software; Website Creation & Content Development Applications; and other ancillary services including training, technical support, installations, and upgrades of HSA's information technology system solutions.

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

These services are required to process and manage client and court mandated information, and are necessary for the day to day operation of the Agency. Without these services, operations would be interrupted and the Agency could not fulfill welfare and institutions code compliance.

**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 43367 - 17/18

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

Yes, based upon funding, performance and procurement.

**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:**

Generally, the HSA issues solicitations and contracts for an initial 3 year period with an option to renew for an additional 2 years depending on performance, need, and fund availability.

**2. Reason(s) for the Request****A. Display all that apply**

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

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

**REASON FOR CHECKING OTHER:**

This PSC is being created to divide the HSA's previous grouped supportive services PSC in to a more definitive IT system services PSC. We are narrowing the focus of existing PSCs for existing contracts.

Explain the qualifying circumstances:

These are generally for large scale IT projects that require both technological knowledge as well as knowledge on a particular field of social services. Examples might include developing a database to track service openings in child care or data analytical systems off of a state wide database.

B. Reason for the request for modification:

To extend the PSC for one additional year.

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

A. Specify required skills and/or expertise: Creating IT based supportive systems is a very specialized service in programming and the expertise to integrate, manage, and support these systems requires specialized knowledge of the contracted system and compliance mandates. These tend to be proprietary business solutions that have been previously developed and are used by multiple agencies across many states and counties.

B. Which, if any, civil service class(es) normally perform(s) this work? 1053, IS Business Analyst-Senior; 1063, IS Programmer Analyst-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.

These services are mostly proprietary business solutions that are used by multiple agencies across many states and counties in packages that utilize inter-county data reporting, sharing, and system-wide compliance updates at all levels. Creating IT based supportive systems for the HSA is a very specialized service and the expertise to integrate, manage, and support these systems requires specialized knowledge of the system.

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 the work needed would need to span and coordinate with multiple municipalities and/or the project is highly specialized and would best to be performed by an independent organization that has specific expertise with similar 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.

Training is on the use of the final product for end-users. These are mostly online or in-application but can be intermittently on-site a few times per year as needed. End-users are HSA staff and others who work directly with HSA clients to through contracted services and programs.

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 09/08/21, the Department notified the following employee organizations of this PSC/RFP request:

SEIU Local 1021; Professional & Tech Engrs, SFAPP; Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21;

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

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

Address: 1650 Mission St #300, San Francisco, CA 94103

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 43367 - 17/18

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 10/12/2021

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

Department: HUMAN SERVICES -- DSSDept. Code: DSSType of Request:  Initial  Modification of an existing PSC (PSC # \_\_\_\_\_)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: Information Technology System SolutionsFunding Source: County, State, FederalPSC Amount: \$26,000,000PSC Est. Start Date: 07/01/2018PSC Est. End Date: 06/30/2023**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

Services are for the design, access, and support of information technology system solutions for the Human Services Agency. Information technology system solutions are defined as technology based systems that assist the HSA staff and clients by providing Database Applications; Client Management Software; Management Information Systems; Client Assessment Systems; Program Evaluation Systems; Program Assessment Systems ; IT System Consulting; Cloud Services; Transportation Management/Scheduling Software; Website Creation & Content Development Applications; and other ancillary services including training, technical support, installations, and upgrades of HSA's information technology system solutions.

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

These services are required to process and manage client and court mandated information, and are necessary for the day to day operation of the Agency. Without these services, operations would be interrupted and the Agency could not fulfill welfare and institutions code compliance.

**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 were previously approved through PSC 2006-08/09.

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

Yes, based upon funding, performance and procurement.

**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.**

Generally, the HSA issues solicitations and contracts for an initial 3 year period with an option to renew for an additional 2 years depending on performance, need, and fund availability.

**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.

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

**REASON FOR CHECKING OTHER:**

This PSC is being created to divide the HSA's previous grouped supportive services PSC in to a more definitive IT system services PSC. We are narrowing the focus of existing PSCs for existing contracts.

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

A. Specify required skills and/or expertise: Creating IT based supportive systems is a very specialized service in programming and the expertise to integrate, manage, and support these systems requires specialized knowledge of the contracted system and compliance mandates. These tend to be proprietary business solutions that have been previously developed and are used by multiple agencies across many states and counties.

B. Which, if any, civil service class(es) normally perform(s) this work? 1053, IS Business Analyst-Senior; 1063, IS

Programmer Analyst-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?**

These services are highly specialized and mostly proprietary business solutions that are used by multiple agencies across many states and counties in packages that utilize inter-county data reporting, sharing, and system-wide compliance updates at all levels. Creating IT based supportive systems for the HSA is a very specialized service and the expertise to integrate, manage, and support these systems requires specialized knowledge of the contracted system.

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

A. Explain why civil service classes are not applicable.

These services are mostly proprietary business solutions that are used by multiple agencies across many states and counties in packages that utilize inter-county data reporting, sharing, and system-wide compliance updates at all levels. Creating IT based supportive systems for the HSA is a very specialized service and the expertise to integrate, manage, and support these systems requires specialized knowledge of the system.

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 the work needed would need to span and coordinate with multiple municipalities and/or the project is highly specialized and would best to be performed by an independent organization that has specific expertise with similar 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 contract? If so, please explain what that will entail; if not, explain why not.  
Yes. Training is on the use of the final product for end-users. These are mostly online or in-application but can be intermittently on-site a few times per year as needed. End-users are HSA staff and others who work directly with HSA clients to through contracted services and programs.

C. Are there legal mandates requiring the use of contractual services?  
No.

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

E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
Yes.

F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
Yes.

**7. Union Notification: On 09/08/2021, the Department notified the following employee organizations of this PSC/RFP request:**

Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21; Professional & Tech Engrs, SFAPP; SEIU Local 1021

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

Name: Phone: Email:

Address: 1650 Mission St #300 San Francisco, CA 94103

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 43367 - 17/18

DHR Analysis/Recommendation:

action date: 05/07/2018

Commission Approval Required

Approved by Civil Service Commission

05/07/2018 DHR Approved for 05/07/2018

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: MAYOR -- MYR

Dept. Code: MYR

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

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

Type of Service: Software License, Maintenance & Development

Funding Source: Housing Trust Fund, Inclusionary Housing,

PSC Amount: \$3,000,000

PSC Est. Start Date: 11/01/2021

PSC Est. End Date 11/01/2026

**1. Description of Work**

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

The Mayor's Office of Housing and Community Development iteratively grows the service and expand its Salesforce data model to migrate almost all of its data into the same instance, it seeks support from an experienced custom-development Salesforce consultant, with particular strength in data model and custom solution development.

The Mayor's Office of Housing and Community Development has decades' worth of extensive data from multiple functional areas of the department, the bulk of which exists in Microsoft Excel spreadsheets and isolated Microsoft Access databases. Staff members face challenges created by process information across multiple spreadsheets and the absence of single sources of truth for key data. Aligning data across the Mayor's Office of Housing and Community Development divisions, with the participation of key staff, is the biggest project challenge, but the Mayor's Office of Housing and Community Development also seeks assistance with the following:

- Support for continuing DAHLIA development, as needed
- Data model development and maintenance
- Changes as required to accommodate data from additional areas of the department and future business requirements
- Data migration from varied existing sources to the modified design
- Support for new business processes and practices (including select training and reporting assistance), modified as the result of data migration

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

In partnership with Digital Services, MOHCD has launched the DAHLIA Housing Portal web application ("DAHLIA" or "Housing Portal"; see housing.sfgov.org), a one-stop resource to search and apply for San Francisco affordable housing. This custom web app works with APIs to a custom Salesforce build that serves as the primary database for all affordable housing programs. In addition, MOHCD has been migrating department data from insecure and unstable tools such as Excel to the more modern, secure, and customizable Salesforce. We are nearing the end of our current contract for Salesforce system development and data migration. Releasing a new RFP to obtain highly experienced Salesforce-certified development and migration support is vital to our continued operations, development, and maintenance of the current system so there are no interruptions to the San Francisco residents to whom we provide services.

**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 has been provided in the past by several different Salesforce-certified vendors. Most recent PSC #47218 16/17.

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

Contract renewal will be based on a system needs review during the final contract year.

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

B. Explain the qualifying circumstances:

The services being requested would be needed only over a limited timeframe.

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

A. Specify required skills and/or expertise: Salesforce Administration skills; Salesforce Development and Configuration skills; Salesforce implementation skills; HTML/CSS, JavaScript

B. Which, if any, civil service class(es) normally perform(s) this work? 1042, IS Engineer-Journey; 1043, IS Engineer-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.

Given the huge variation and continuous innovation of online cloud technologies, the City's Digital Services team will need to work with a vendor for these services as the team does not have the entirety of required skill sets. This vendor partnership will ensure that City staff can provide comprehensive Salesforce solutions to the Mayor's Office of Housing and Community Development.

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, a new civil service class is not required to perform this work. We will continue to invest in transferring knowledge from the vendor to the DS team who will be responsible for working with the Mayor's Office of Housing and Community Development.

**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. The Contractor will provide Administrator and end-user training for up to 20 users who are a mix of administrators, analysts, and supervisors.

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 10/18/2021, the Department notified the following employee organizations of this PSC/RFP request:  
Prof & Tech Eng, Local 21

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

Name: Karen Henderson Phone: 701-5557 Email: karen.henderson@sfgov.org

Address: 1 South Van Ness Avenue, 5th floor San Francisco, CA

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 47862 - 21/22

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 12/20/2021

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

## Henderson, Karen (MYR)

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**From:** dhr-psccordinator@sfgov.org on behalf of karen.henderson@sfgov.org  
**Sent:** Monday, October 18, 2021 8:21 PM  
**To:** Henderson, Karen (MYR); WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; amakayan@ifpte21.org; L21PSCReview@ifpte21.org; Henderson, Karen (MYR); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 47862 - 21/22

RECEIPT for Union Notification for PSC 47862 - 21/22 more than \$100k

The MAYOR -- MYR has submitted a request for a Personal Services Contract (PSC) 47862 - 21/22 for \$3,000,000 for Initial Request services for the period 11/01/2021 – 11/01/2026. 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/17448> 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)**

## Description of Work:

### Concise description of proposed work:

The Mayor's Office of Housing and Community Development (MOHCD) iteratively grows the service and expand its Salesforce data model to migrate almost all of its data into the same instance, it seeks support from an experienced custom-development Salesforce consultant, with particular strength in data model and custom solution development.

MOHCD has decades' worth of extensive data from multiple functional areas of the department, the bulk of which exists in Microsoft Excel spreadsheets and isolated Microsoft Access databases. Staff members face challenges created by process information across multiple spreadsheets and the absence of single sources of truth for key data. Aligning data across MOHCD divisions, with the participation of key staff, is the biggest project challenge, but MOHCD also seeks assistance with the following:

- Support for continuing DAHLIA development, as needed
- Data model development and maintenance
- Changes as required to accommodate data from additional areas of the department and future business requirements
- Data migration from varied existing sources to the modified design
- Support for new business processes and practices (including select training and reporting assistance), modified as the result of data migration

Vendor will partner with MOHCD and Digital Services to:

Partner with MOHCD and the City's Digital Services team to:

- UNDERSTAND DESIGN Understand the current MOCHD Salesforce design as well as all Excel spreadsheets and Access databases that contain data to be migrated to Salesforce, keeping field names consistent, the data clean, and maintaining data integrity across all resulting platforms and sources.
- CONTINUE MIGRATION Continue the current data migration work of MOHCD: MOHCD has collected extensive historical data outside of. In partnership with our current providers, the vendor will need to make necessary data model changes to the DAHLIA Salesforce instances (sandbox through production), and load the additional data to the revised build. Note that the department has already done extensive data modeling research to align fields in existing sources (spreadsheets, etc.) and some data migration has been completed.
- Propose streamlined business processes that are enabled by the technology product
- Use results of discovery, and in consideration of specifications provided by designers and developers of public-facing web product, maintain, support, and continue to develop a customized database system (custom objects, fields, reports, dashboards, etc.)
- Continue to maintain, support, and build the existing Salesforce database and Partner Community implementation. This includes the ability of Community Partners to view submitted housing applications, data enter paper applications, screen for duplicate applications, check lottery status, manage lease up, submit marketing and pricing requests, select down payment assistance type and Lender, view submitted down payment assistance applications, manage Certificate of Preference and Displaced Tenant Housing Preference, administer homeownership post-purchase programs (i.e., refinance, sell home, loan payoff, etc.), update household contact information, change password, administer financial applications, setup property listings, navigate through approval processes, and administer account and contact setups
- Integrate with the separate but related custom-built public-facing web product with the Salesforce database, using Salesforce APIs (see [housing.sfgov.org](https://housing.sfgov.org))
- Collaborate closely in an Agile process with other project developers and City staff, including daily standups, usability testing, and sprint planning and retrospectives
- Support deployment of iterative releases to the existing production database used by City and public users. Train users and administrators to use (and for administrators, edit and update) the system
- Help City to understand and navigate the existing code base, database structure, and all other Salesforce setups related to DAHLIA.

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

Department: GENERAL SERVICES AGENCY - TECHNOLOGY -- TISDept. Code: TISType of Request:  Initial  Modification of an existing PSC (PSC # \_\_\_\_\_)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: Custom Application Development Services on Salesforce platformFunding Source: General funds & Enterprise fundsPSC Duration: 5 yearsPSC Amount: \$6,250,000**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

The primary objective of this project is to assist City departments in customizing and enhancing Salesforce software in a way that meets their unique business needs. This effort will ensure that the investment the City has already made in Salesforce cloud solutions is both scalable and fully monetized to meet the growing needs of the City to digitize its operations and online services. Salesforce offers a powerful set of cost effective technologies that enable City departments to improve internal operations and better serve the public's needs online. The project envisions the vendors working with City staff to customize Salesforce solutions designed to meet specific business needs of City departments.

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

This project will allow the City to customize Salesforce solutions so that the City can fully exploit the opportunities offered by these powerful technologies already widely used by other government agencies and private organizations alike. Please see the entire response to 1B in the uploaded attachment

**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.**

Whenever City Departments have sought custom online solutions, they have leveraged or built external applications without fully appreciating critical security and support requirements thus exposing the City and themselves to great risks. Given City departments' increasing demand for custom solutions, the Department of Technology is seeking to create a one stop shop that can (in partnership with a selected list of partners) offer sophisticated custom Salesforce solutions to that can meet the specific needs of our wide customer base of City departments.

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

No. There is no plan to renew at this time unless City departments' requirements changes substantially.

**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. This is a service of 1st impression. NO historical PSC exists.

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

**B. Explain the qualifying circumstances:**

The required application development skills: Salesforce Development and configuration skills; Salesforce Implementation skills; HTML/CSS, Javascript.

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

A. Specify required skills and/or expertise: Salesforce Administration skills; Salesforce Development and configuration skills; Salesforce Implementation skills; HTML/CSS, Javascript

B. Which, if any, civil service class(es) normally perform(s) this work? 1042, IS Engineer-Journey; 1043, IS Engineer-

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?**

Given the demand for custom Salesforce solutions, DT Digital Services Team currently does not have the necessary skill sets to take on the requests from city departments at this time.

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

A. Explain why civil service classes are not applicable.

Given the huge variation and continuous innovation of online cloud technologies, the City's Department of Technology engineering staff will need to work with a vendor for these services as the team does not have the required skill sets. This vendor partnership will ensure that City staff can provide comprehensive Salesforce solutions to City Departments.

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, a new civil service class is not required to perform this work. We will continue to invest in transferring knowledge from the vendor to the DT engineering team who will be responsible for working with City departments.

**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. Training to DT Digital Services Team will be delivered on the projects as the DT team work collaboratively with outside vendors and subject matter experts.

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 02/13/2017, the Department notified the following employee organizations of this PSC/RFP request:  
Architect & Engineers, 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: Jolie Gines Phone: 628 652 5074 Email: jolie.gines@sfgov.org

Address: One South Van Ness Avenue 2nd Floor San Francisco, CA 94103

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 47218 - 16/17

DHR Analysis/Recommendation: action date: 04/17/2017

Commission Approval Required  
04/17/2017 DHR Approved for 04/17/2017

Approved by Civil Service Commission

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PORT -- PRT

Dept. Code: PRT

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

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

Type of Service: Professional Services: Testing of Shoreside Power System

Funding Source: Port Annual Operating Budget

PSC Duration: 4 years

PSC Amount: \$400,000

**1. Description of Work**

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

The Port of San Francisco maintains a shoreside power system at Pier 27/29. The shoreside power connection allows for cruise ships that come into port to be connected to the City's high voltage electrical grid. The shoreside electrical system is proprietary under US Patent 9054558. The requested personal services contract will provide annual testing and recommissioning of the shoreside power equipment at Pier 27/29.

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

In operating this system, special care must be taken to not upset the flow of electricity in the City grid and not disturb the generation of electricity on board the docking cruise ship. A mistake in the operations of this system could be disastrous to the cruise ship, its passengers, and customers in the City's electrical grid. The annual testing and recommissioning of the system ensures that the system is operating properly.

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 provided as part of the the original sole source purchasing contract, and later through a contract between with a sole source waiver for Cochran Marine and the Port of San Francisco. Cochran Marine the cruise electrical power business and patent rights to the US patent 9054558 for the proprietary technology to Watts Marine. The patent author is Michael Watts, the founder and owner of Watts Marine.

D. Will the contract(s) be renewed?

The contract may be renewed based on 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 electrical system at Pier 27/29 was purchased and originally maintained through a sole source contract approved by the Board of Supervisors 125-08 in 2008. The system is proprietary and as the original system purchase, installation, and maintenance were the sole source, the professional services for testing and recommissioning of the system will also be a sole source request. This is for five years as the Port does not believe there are competitive and employment alternatives that merit a shorter contract duration.

**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 services provided through this contract are highly specialized electrical engineering on a proprietary system created by the contractor. The services required by the International Electro-Technical Commission in order to allow cruise ships connected to the City's high voltage electrical grid.

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

A. Specify required skills and/or expertise: The work associated with this project is highly specialized electrical engineering and computer programming related to a proprietary system owned by the contractor. The proprietary

system is patent pending, US patent and trademark office.

B. Which, if any, civil service class(es) normally perform(s) this work? 6250, Chief Electrical Inspector; 7287, Sprv Electronic Main Tech;

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. These services can be provided only by the contractor as the system is proprietary. Previous contracts for the same work had sole source waivers approved by the Office of Contract Administration and Contract Monitoring Division. The department will seek waivers from both departments for this contract as well.

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

A. Explain why civil service classes are not applicable.

This work is short term electrical test on a proprietary system owned by the contractor.

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 work is short term and require proprietary information for a cruise-ship electrical system. there are no other needs for this specialized knowledge in other City work.

**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. The contractor will provide highly specialized electrical engineering and computer programming related to a proprietary system.

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. The current contract is attached and notes the sole source waiver received from the Office of Contract Administration and the Contract Monitoring Division.

**7. Union Notification: On 10/15/2021, the Department notified the following employee organizations of this PSC/RFP request:**

Electrical Workers, Local 6

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

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

Address: Pier 1 San Francisco, CA

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 49598 - 21/22

DHR Analysis/Recommendation:  
Commission Approval Required  
DHR Approved for 12/20/2021

Civil Service Commission Action:

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

**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [stephanie.tang@sfport.com](mailto:stephanie.tang@sfport.com)  
**To:** [Tang, Stephanie \(PRT\); oashworth@ibew6.org; khughes@ibew6.org; Tang, Stephanie \(PRT\); DHR-PSCCoordinator, DHR \(HRD\)](mailto:Tang, Stephanie (PRT); oashworth@ibew6.org; khughes@ibew6.org; Tang, Stephanie (PRT); DHR-PSCCoordinator, DHR (HRD)@sf.gov)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 49598 - 21/22  
**Date:** Friday, October 15, 2021 3:51:08 PM

---

RECEIPT for Union Notification for PSC 49598 - 21/22 more than \$100k

The PORT -- PRT has submitted a request for a Personal Services Contract (PSC) 49598 - 21/22 for \$400,000 for Initial Request services for the period 02/01/2022 – 01/31/2026. 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/17442> 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)**

Amendment of the Whole  
as amended in Committee 7/7/08

FILE NO. 080566

ORDINANCE NO. 125-08

1 [Approving an agreement with Cochran, Inc. to install shoreside power equipment at Pier 27  
2 and 29 of the Port of San Francisco and waiving certain contracting requirements of the  
3 Administrative Code and Environment Code.]

4 Ordinance authorizing the Executive Director of the Port to execute an agreement with  
5 Cochran, Inc. to install shoreside power equipment at Piers 27 and 29 of the Port of San  
6 Francisco for an amount not to exceed \$3,200,000 ~~\$1,700,000 from the City and an  
7 additional \$1,900,000 to be separately provided by Princess Cruise Lines from the Bay  
8 Area Air Management District Carl Moyer Program grant~~ and exempting the agreement  
9 from the contracting requirements of the Administrative Code and Environment Code.

10 Note: Additions are *single-underline italics Times New Roman*;  
11 deletions are *strikethrough italics Times New Roman*.  
12 Board amendment additions are double underlined.  
13 Board amendment deletions are ~~strikethrough normal~~.

14 Be it ordained by the People of the City and County of San Francisco:

15 Section 1. Findings.

16 (a) On September 27, 2005, the Port of San Francisco's Cruise Terminal  
17 Environmental Advisory Committee recommended the adoption of shoreside power for cruise  
18 ships at any future cruise terminal development at the Port.

19 (b) On September 27, 2005, the San Francisco Port Commission endorsed the Cruise  
20 Terminal Environmental Advisory Committee recommendation regarding shoreside power for  
21 cruise ships.

22 (c) On December 22, 2006, the Port and Princess Cruise Lines, as co-applicants,  
23 submitted an application to the Bay Area Air Quality Management District ("BAAQMD") for  
24 Carl Moyer Program funding for shoreside power at the Port.

25 (d) On April 4, 2007, the BAAQMD approved a Carl Moyer Program grant of \$1.9  
million to the Port of San Francisco and Princess Cruise Lines, jointly as grantee, to fund a

1 shoreside power project ("Project") and in December 2007, this Board by Resolution No. 671-  
2 07 approved the acceptance and expenditure of those grant funds. The Carl Moyer grant  
3 specifies that the Project must be completed by June 2009; otherwise, the grant funds must  
4 be repaid to BAAQMD.

5 (e) In December 2007, the California Air Resources Board ("CARB") voted to approve a  
6 ~~proposed regulation, which, when effective, will require five ports in California, including the~~  
7 Port of San Francisco, to phase in shoreside power for certain vessels including cruise ships  
8 beginning in the year 2014.

9 (f) Carl Moyer Program grant funds cannot be used to fund projects that are required  
10 by law. Since CARB adopted a regulation requiring shoreside power to be phased in  
11 beginning 2014, the Port must install its grant-funded Project by mid-2009, thereby providing  
12 for an operational shoreside power facility at least four years in advance of state  
13 requirements, in order to achieve Carl Moyer Program emission reduction requirements.

14 (g) The Project will reduce the emission of air pollutants by each typical cruise ship that  
15 connects, by approximately:

16 140 lbs diesel particulate matter ("PM"),

17 0.87 tons nitrogen oxides ("NOx"), and

18 1.3 tons sulfur oxides ("SOx");

19 thereby improving San Francisco's air quality and enhancing the public health and welfare of  
20 all San Franciscans and creating other significant public benefits.

21 Additionally, each ship that connects will reduce the consumption of fossil fuels by  
22 approximately 16 tons, resulting in a reduction of carbon dioxide emissions of approximately  
23 19.7 tons, thereby reducing the amount of the City's greenhouse gas emissions.

1 (h) Princess Cruise Lines, as the only cruise ship company that has designed and  
2 constructed shoreside power facilities for cruise ships, has unique experience in the  
3 development of shoreside power equipment and is uniquely qualified as a Carl Moyer  
4 Program grantee to participate in this Project. Princess Cruise Lines utilizes Cochran, Inc., a  
5 Seattle-based electrical engineering contractor, to design and install shoreside power  
6 installations.

7 (i) All other major cruise lines, through the International Council of Cruise Lines  
8 ("ICCL"), in order to maximize compatibility among the various ships and cruise companies,  
9 have agreed to adopt the Princess design for shoreside power as the industry standard.

10 (j) Any delay in installing the shoreside power equipment increases the risk of losing  
11 the Carl Moyer Program grant funds.

12 (k) The Port proposes to enter into an agreement with Princess Cruise Lines, under  
13 which ~~Princess Cruise Lines~~ the Port shall seek reimbursement of funds not to exceed \$1.9  
14 million from BAAQMD through the Carl Moyer Program for Project costs, and Princess Cruise  
15 Lines will assist the Port by working with Cochran to test and certify that the shoreside power  
16 equipment functions properly with Princess' cruise vessels. The estimated cost of the project,  
17 including contingencies is \$3.6 million, thereby exceeding the Carl Moyer Program grant  
18 amount by \$1.7 million. The Port proposes to enter into a Memorandum of Understanding  
19 ("MOU") with the San Francisco Public Utilities Commission ("SFPUC") for SFPUC funding of  
20 the remainder of Project costs of \$1.7 million.

21 (l) The Port and SFPUC staff are ~~examining methods of~~ pursuing engineering and  
22 dividing construction of the shoreside power project into two distinct phases: one that involves  
23 the specialized shoreside power equipment that ~~could~~ will be executed by ~~Princess Cruise~~  
24 Lines the Port of San Francisco with BAAQMD funds and SFPUC funds ~~(the "BAAQMD-~~

1 funded phase") through a contract with Cochran, Inc., and another that involves upgrading  
2 SFPUC-owned electrical power supply to the shoreside power system and could which will be  
3 executed by the SFPUC and its current, as-needed construction contractors, utilizing SFPUC  
4 funds (the "SFPUC-funded phase"). City staff have not yet concluded whether tThis  
5 approach will deliver an operational project by mid-2009.

6 ~~(m) Subject to the Port Director's determination that it is economically or technically~~  
7 ~~infeasible to complete the SFPUC-funded phase of the Project utilizing a current City-certified~~  
8 ~~contractor, the Board of Supervisors hereby authorizes the Executive Director of the Port to~~  
9 ~~execute an agreement with Cochran, Inc. to install shoreside power equipment at Piers 27~~  
10 ~~and 29 of the Port of San Francisco for an amount not to exceed \$3,200,000 the Port of San~~  
11 ~~Francisco wishes to enter into an agreement with Cochran, Inc. for the purchase and~~  
12 ~~installation of shoreside power equipment at Piers 27 and 29 of the Port of San Francisco, for~~  
13 ~~an amount not to exceed \$1,700,000 dollars from the City and an additional amount of~~  
14 ~~\$1,900,000 to be separately provided by Princess Cruise Lines the Port of San Francisco from~~  
15 ~~the BAAQMD Carl Moyer Program grant, such agreement to be substantially in the form of the~~  
16 ~~agreement on file with the Clerk of the Board of Supervisors in File No. 080566~~  
17 (the "Agreement") which is incorporated herein by reference.

18 (n) ~~At the discretion of the Executive Director of the Port, tthe Agreement shall may~~  
19 ~~waive either party's right to seek incidental, consequential, special, punitive, or exemplary~~  
20 ~~damages from the other.~~

21 (o) The City's Planning Department has issued a Categorical Exemption dated March  
22 13, 2008, for this project in accordance with the California Environmental Quality Act  
23 (California Public Resources Code sections 21000 et seq.). Said determination is on file with  
24  
25

1 the Clerk of the Board of Supervisors in File No. 2008.030E and is incorporated herein by  
2 reference.

3 Section 2. Subject to the Port Director's determination that it is economically or  
4 technically infeasible to complete the ~~SFPUC-funded phase~~ of the Project utilizing a current  
5 City-certified contractor, the Board of Supervisors hereby exempts the Agreement from the  
6 ~~contracting requirements of the Administrative Code and Environment Code, including,~~  
7 without limitation, Chapters 6, 12C, 12P, 12Q, and 14A, 14B, and 21 of the Administrative  
8 Code and Chapters, 2, 5, and 8 of the Environment Code except to the extent the Agreement  
9 obligates Cochran, Inc. as contractor, to satisfy such requirements, and hereby authorizes the  
10 Executive Director of the Port, or her designee, to execute the Agreement, on behalf of the  
11 City, substantially in form of the agreement on file with the Clerk of the Board, in File No.  
12 080566.

13 Section 3. The Board of Supervisors hereby authorizes the Executive Director or her  
14 designee to enter into any additions, amendments or other modifications to the Agreement  
15 that the Executive Director, in consultation with the City Attorney, determines are in the best  
16 interests of the City, do not increase the amount of the Agreement or otherwise do not  
17 materially increase the obligations or liabilities of the City and are necessary or advisable to  
18 complete the Project contemplated by the Agreement and effectuate the purpose and intent of  
19 this Ordinance.

20  
21 APPROVED AS TO FORM:  
22 DENNIS J. HERRERA, City Attorney

23 By:   
24 ROBERT A. BRYAN  
25 Deputy City Attorney



# City and County of San Francisco

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

## Tails

## Ordinance

**File Number:** 080566

**Date Passed:**

Ordinance authorizing the Executive Director of the Port to execute an agreement with Cochran, Inc. to install shoreside power equipment at Piers 27 and 29 of the Port of San Francisco for an amount not to exceed \$1,700,000 from the City and an additional \$1,900,000 to be separately provided by Princess Cruise Lines from the Bay Area Air Management District Carl Moyer Program grant and exempting the agreement from the contracting requirements of the Administrative Code and Environment Code.

July 8, 2008 Board of Supervisors — PASSED ON FIRST READING

Ayes: 10 - Alioto-Pier, Chu, Daly, Dufty, Elsbernd, Maxwell, McGoldrick,  
Mirkarimi, Peskin, Sandoval  
Excused: 1 - Ammiano

July 16, 2008 Board of Supervisors — FINALLY PASSED

Ayes: 11 - Alioto-Pier, Ammiano, Chu, Daly, Dufty, Elsbernd, Maxwell,  
McGoldrick, Mirkarimi, Peskin, Sandoval

File No. 080566

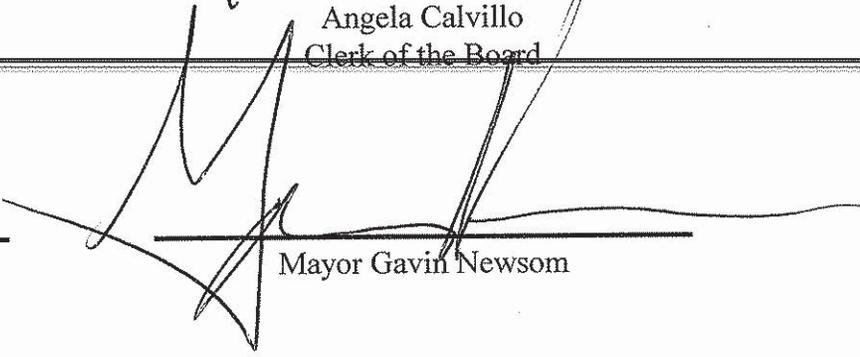
I hereby certify that the foregoing Ordinance  
was **FINALLY PASSED** on July 16, 2008 by  
the Board of Supervisors of the City and  
County of San Francisco.



Angela Calvillo  
Clerk of the Board

7-21-08

Date Approved



Mayor Gavin Newsom



US009054558B2

(12) **United States Patent**  
**Watts**

(10) **Patent No.:** **US 9,054,558 B2**  
(45) **Date of Patent:** **Jun. 9, 2015**

(54) **AUTOMATED SHORE POWER SYSTEM**

7,967,120 B2 6/2011 Popesco  
2005/0184589 A1 8/2005 Fujita  
2007/0251784 A1 11/2007 Popesco

(75) Inventor: **Michael Watts**, Seattle, WA (US)

(73) Assignee: **Cochran Inc.**, Seattle, WA (US)

**FOREIGN PATENT DOCUMENTS**

(\* ) Notice: Subject to any disclaimer, the term of this patent is extended or adjusted under 35 U.S.C. 154(b) by 854 days.

WO 2006/079636 A1 8/2006  
WO 2007/060189 A1 5/2007  
WO 2007/060244 A2 5/2007

(21) Appl. No.: **13/270,899**

**OTHER PUBLICATIONS**

(22) Filed: **Oct. 11, 2011**

International Search Report mailed Nov. 26, 2010, in corresponding International Application No. PCT/US2010/031122, filed Apr. 14, 2010.

(65) **Prior Publication Data**

US 2012/0032519 A1 Feb. 9, 2012

\* cited by examiner

**Related U.S. Application Data**

(63) Continuation of application No. PCT/US2010/031122, filed on Apr. 14, 2010.

*Primary Examiner* — Jared Fureman

*Assistant Examiner* — Terrence Willoughby

(60) Provisional application No. 61/169,272, filed on Apr. 14, 2009.

(74) *Attorney, Agent, or Firm* — Christensen O'Connor Johnson Kindness PLLC

(51) **Int. Cl.**  
**H02J 3/18** (2006.01)  
**H02J 3/46** (2006.01)

(57) **ABSTRACT**

(52) **U.S. Cl.**  
CPC ..... **H02J 3/46** (2013.01)

A shore power system includes a primary switchgear, a secondary switchgear, a dual output power transformer disposed in electrical communication between the primary switchgear and the secondary switchgear, a grounding switch section, and a vessel connector assembly. The shore power system further includes an automation and control system for automating and/or controlling the delivery of power to the vessel from a source of power, such as a medium voltage power source. In embodiments of the present disclosure, the medium voltage power source may be from the power grid or may be from a discrete power generation station.

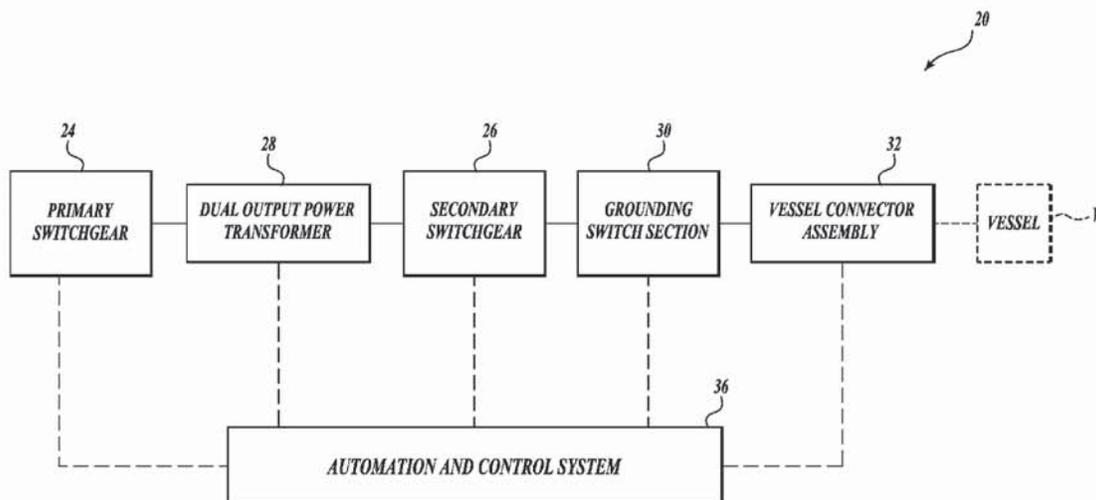
(58) **Field of Classification Search**  
CPC ... B63J 2003/043; F05B 2240/95; H02J 3/18; H02J 3/46  
See application file for complete search history.

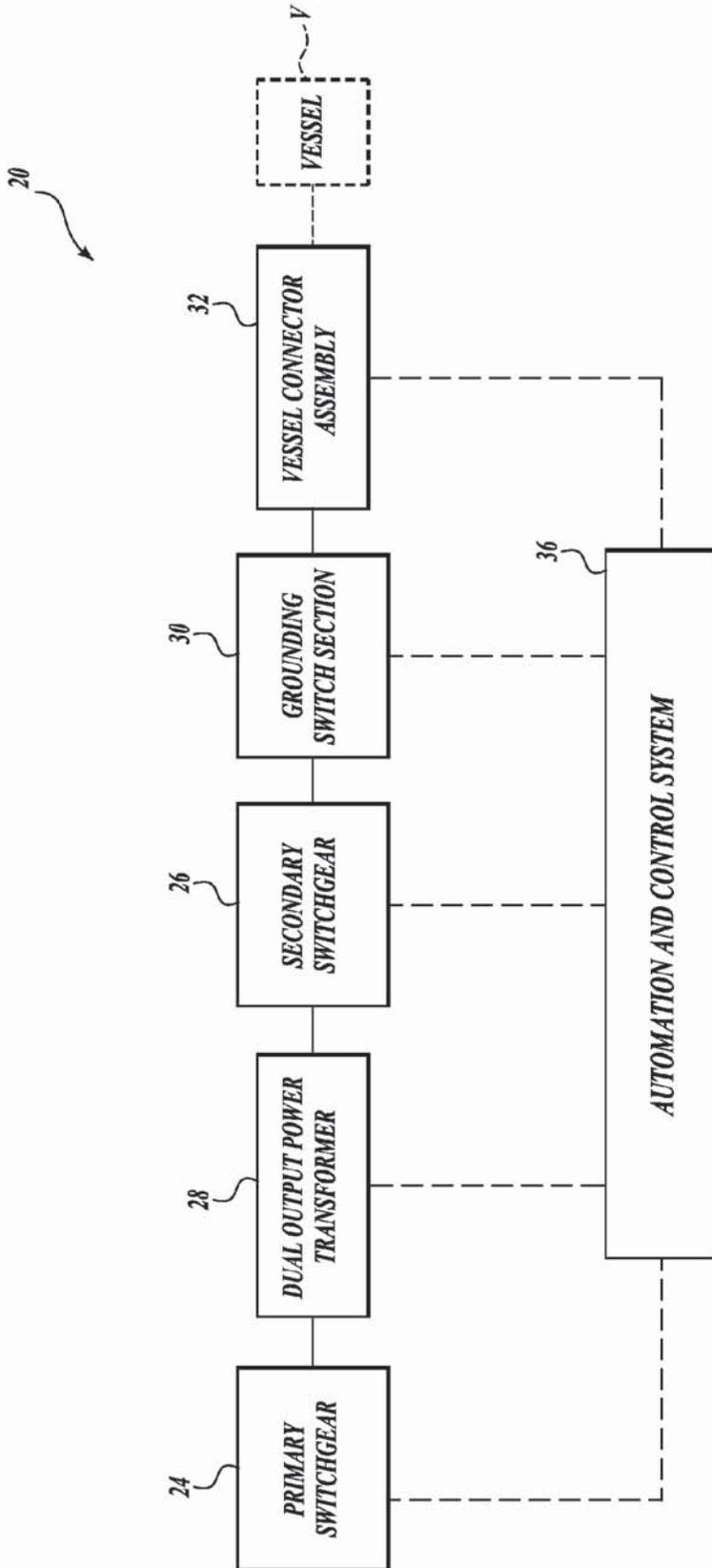
(56) **References Cited**

**U.S. PATENT DOCUMENTS**

5,804,953 A \* 9/1998 Bowyer et al. .... 323/256  
7,253,538 B2 \* 8/2007 Fujita ..... 290/53

**19 Claims, 10 Drawing Sheets**





**Fig. 1.**

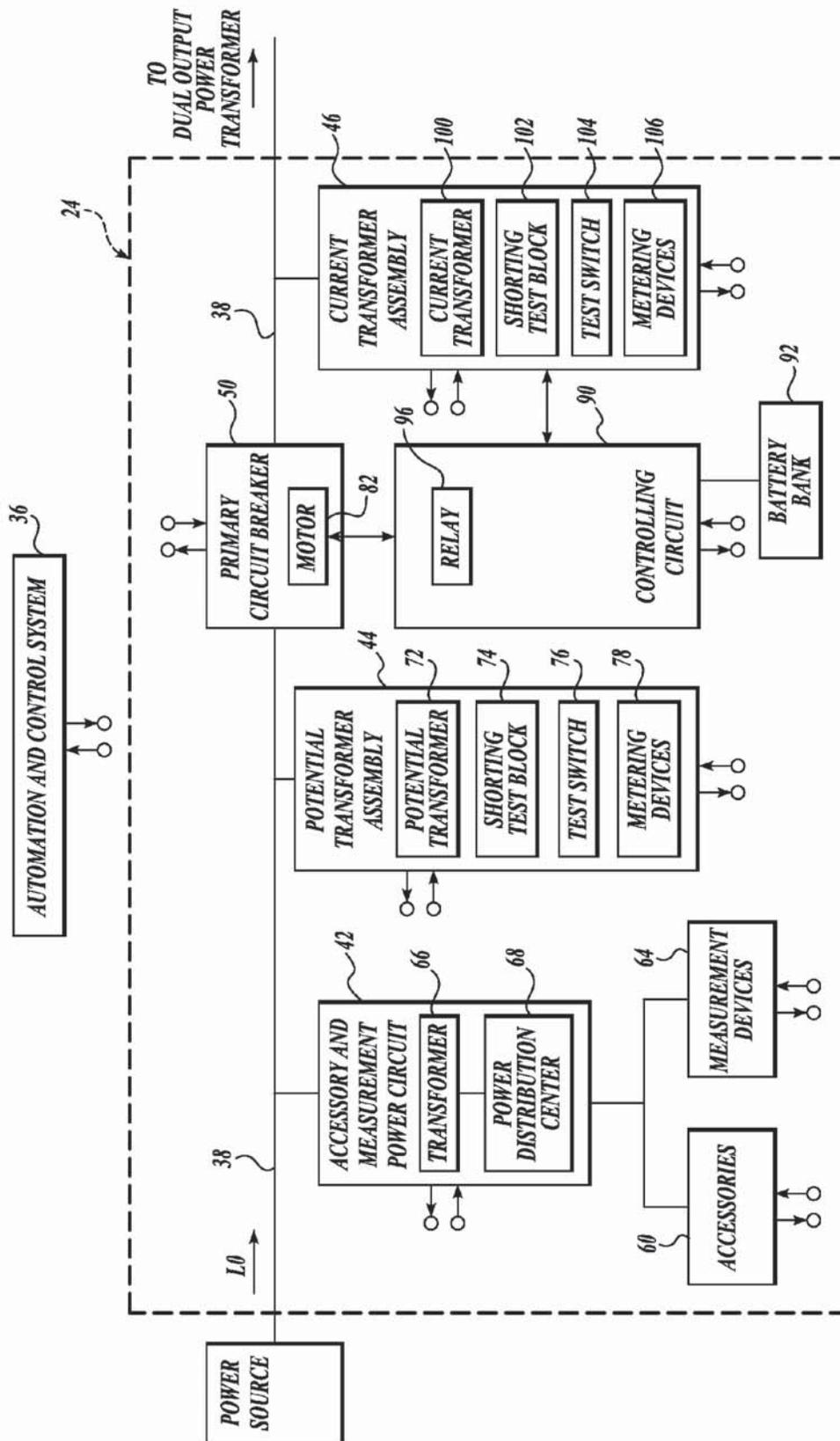
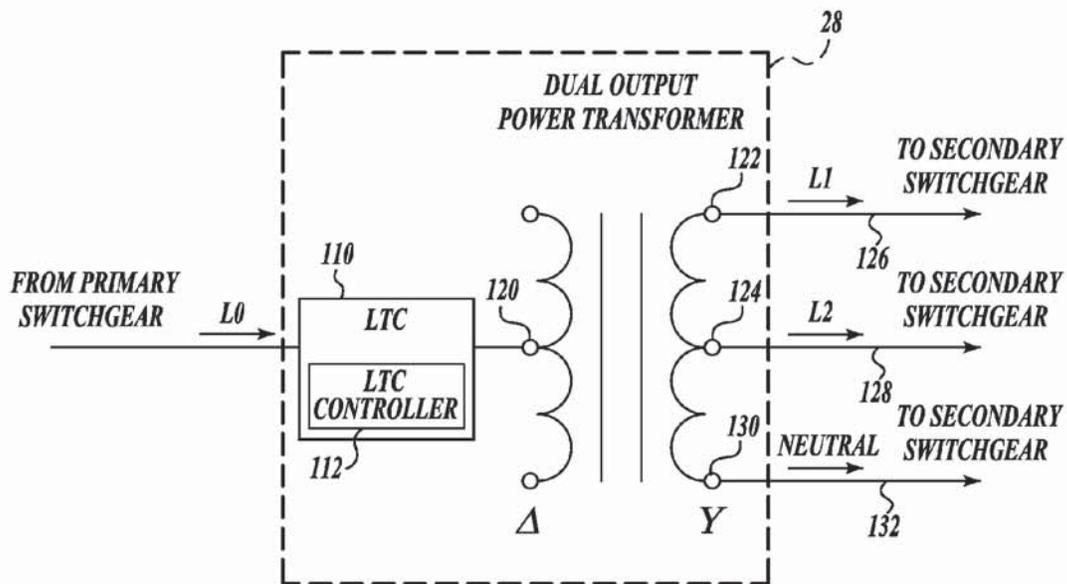


Fig.2.



*Fig.3.*

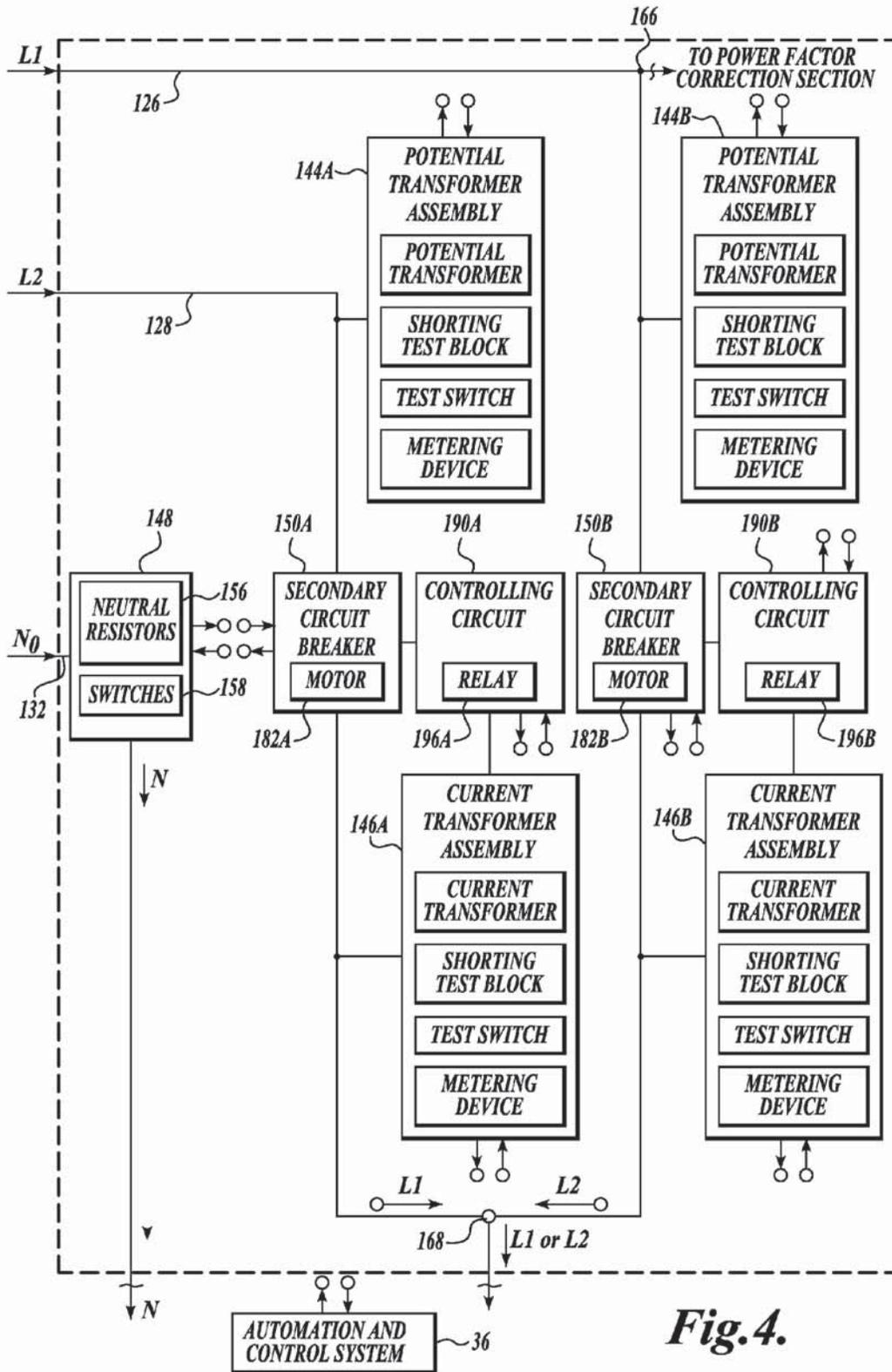


Fig. 4.

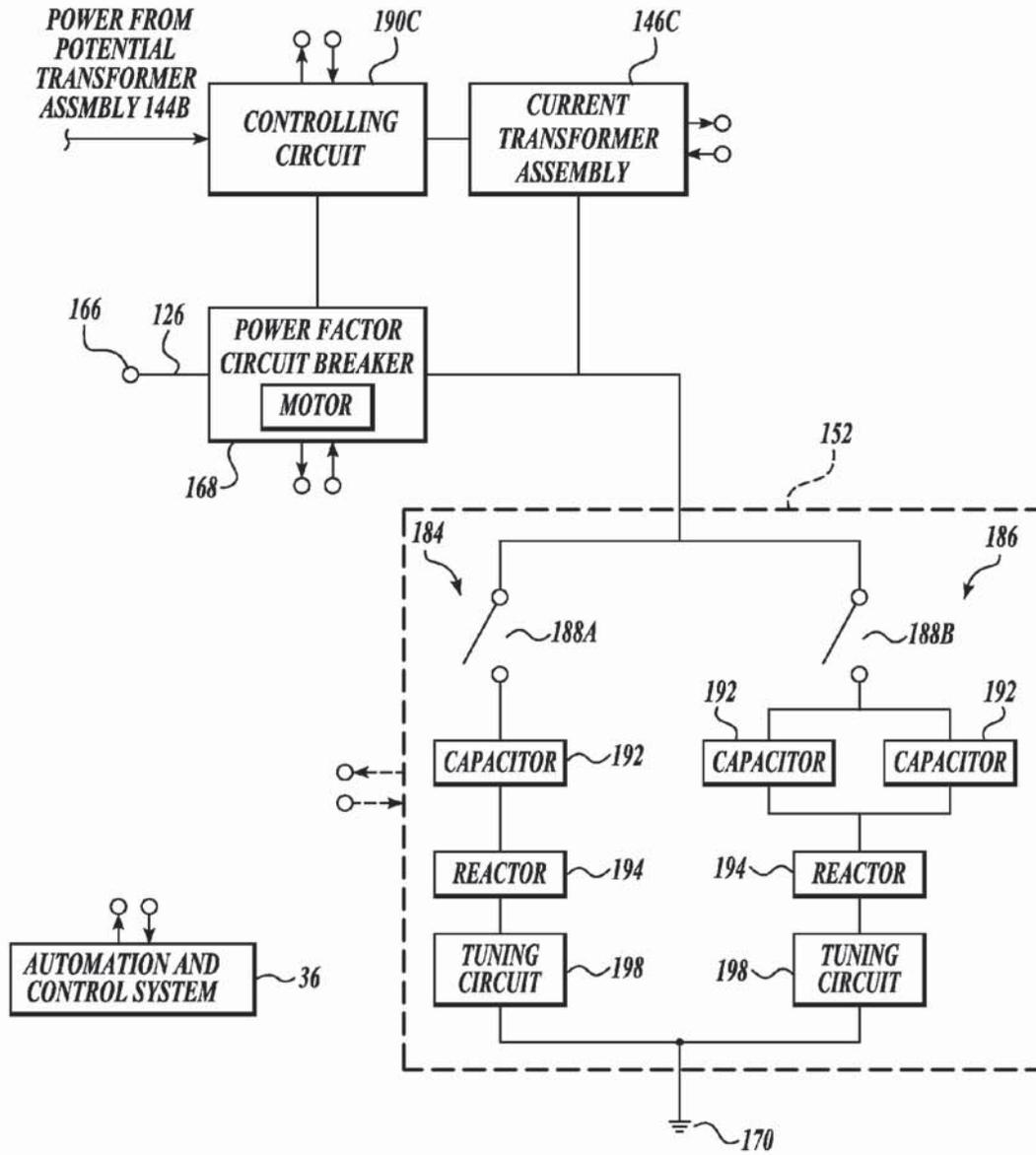
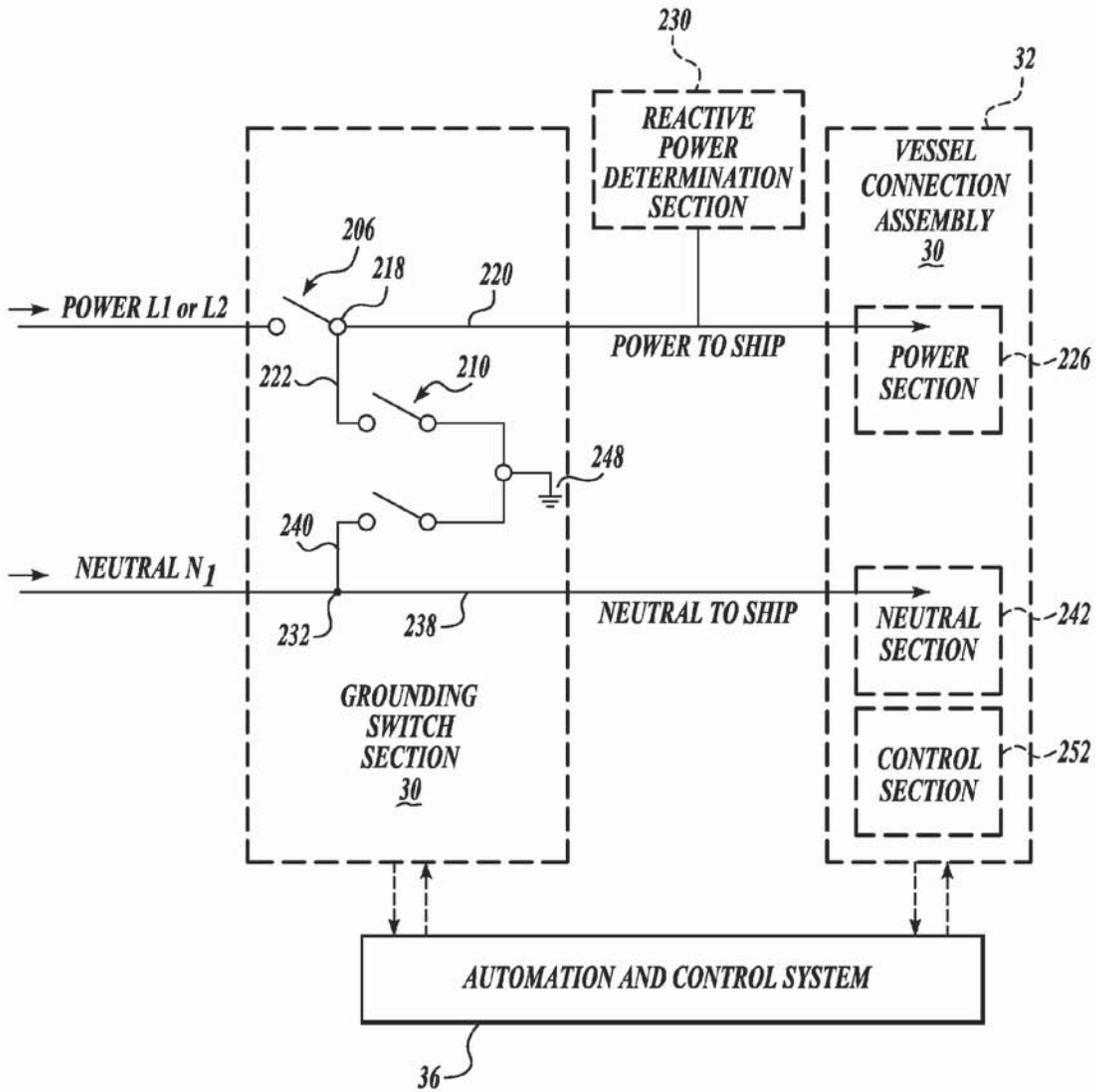


Fig. 5.



**Fig. 6.**

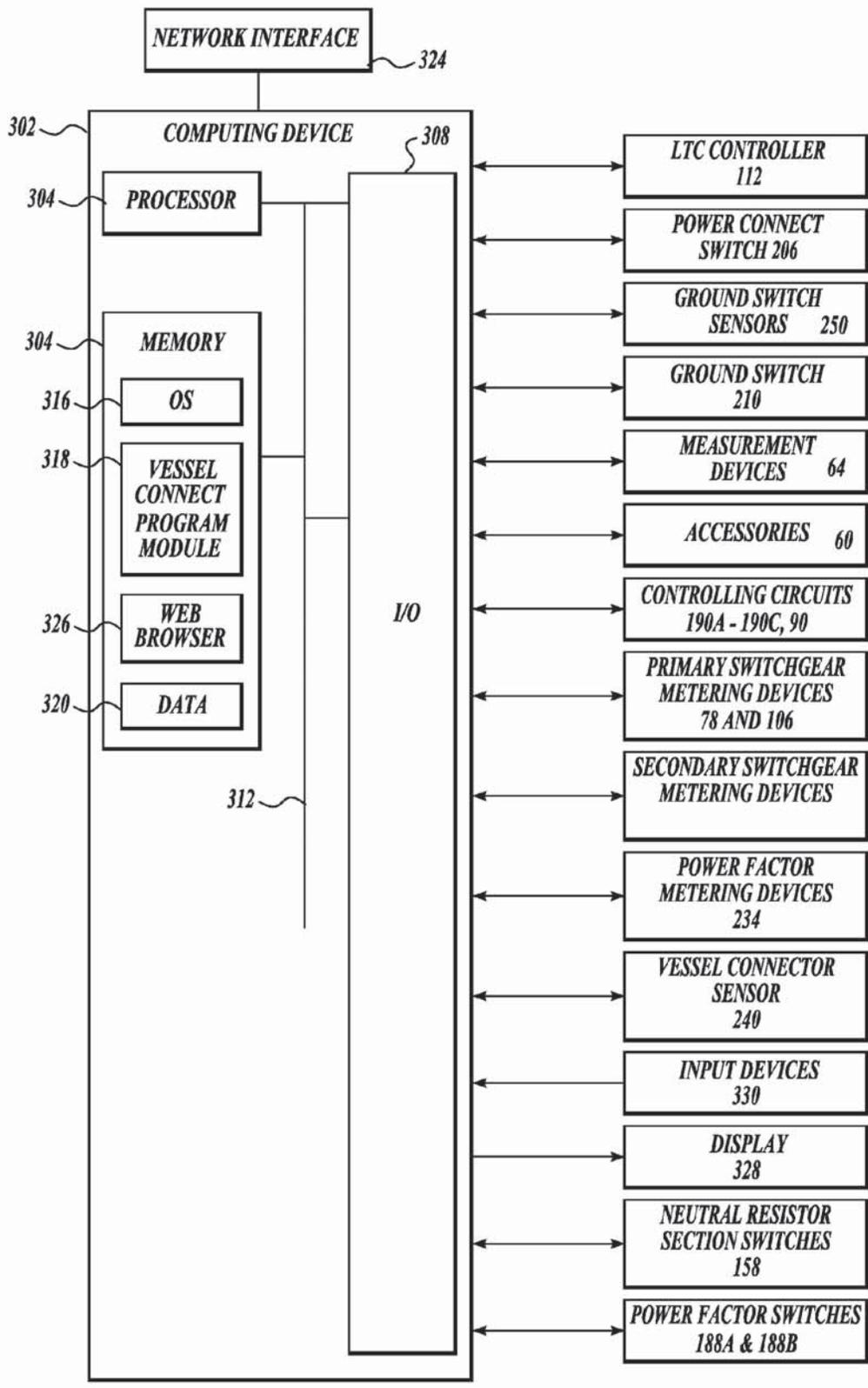


Fig. 7.

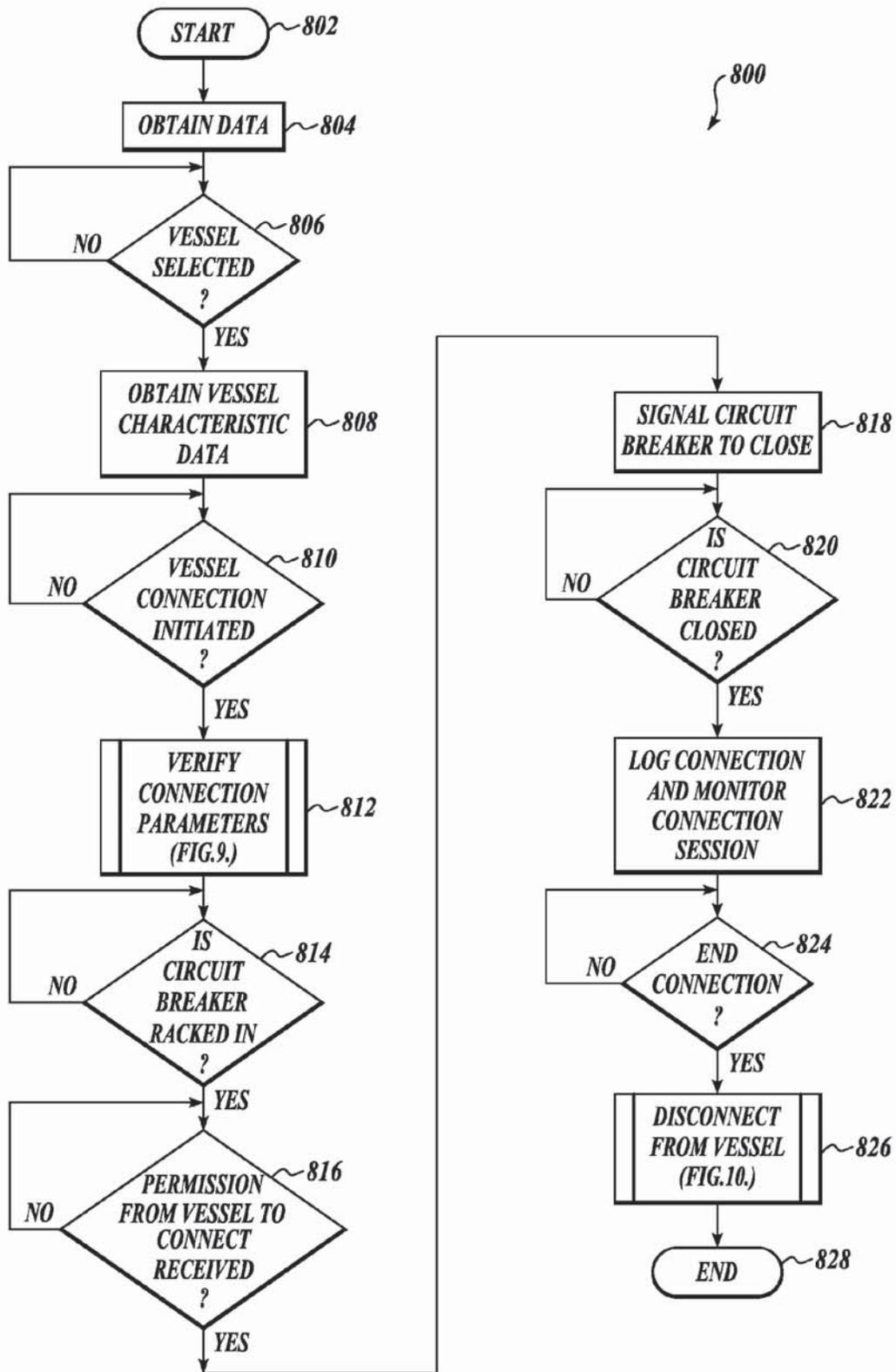
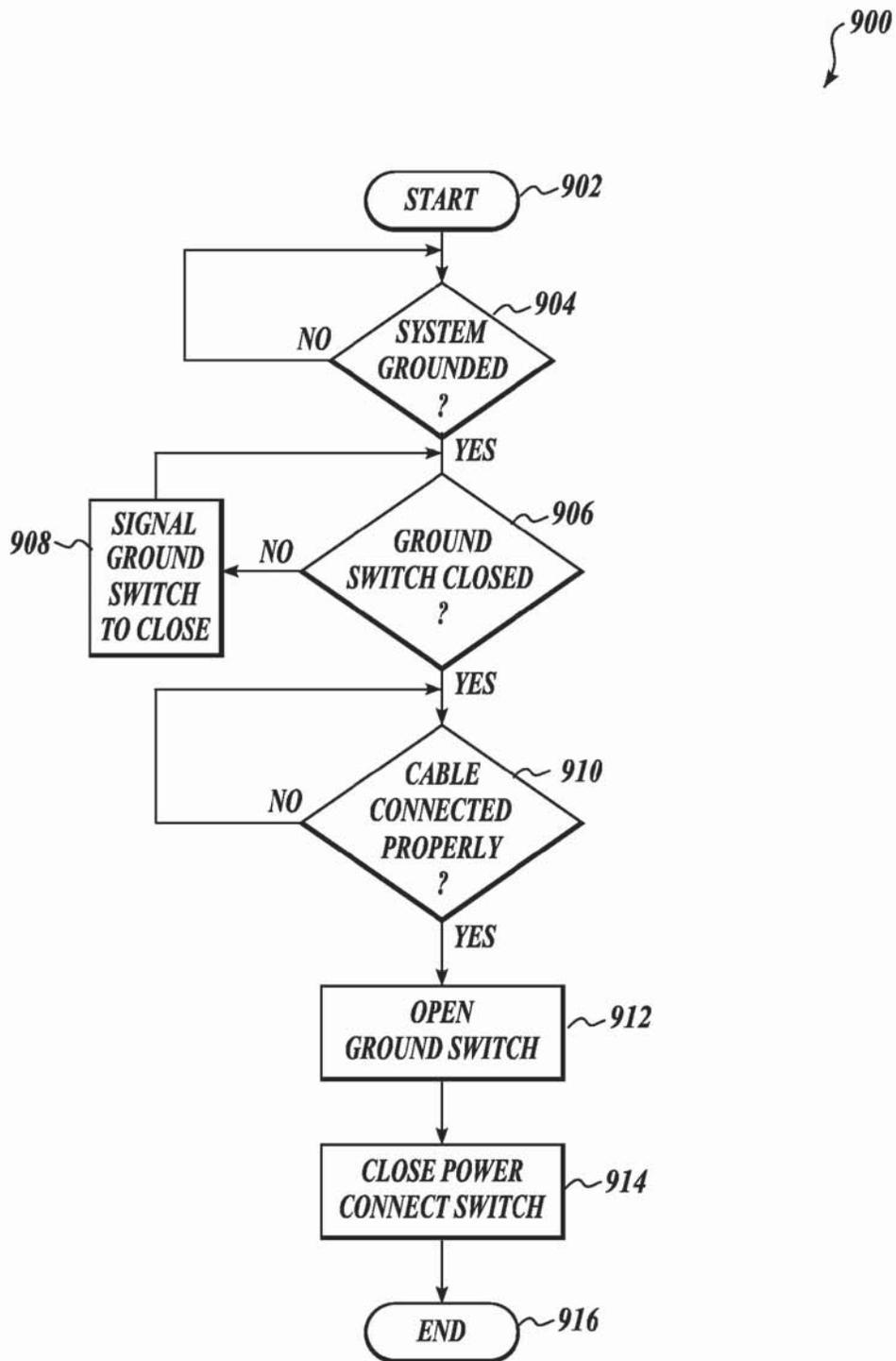


Fig. 8.



**Fig. 9.**

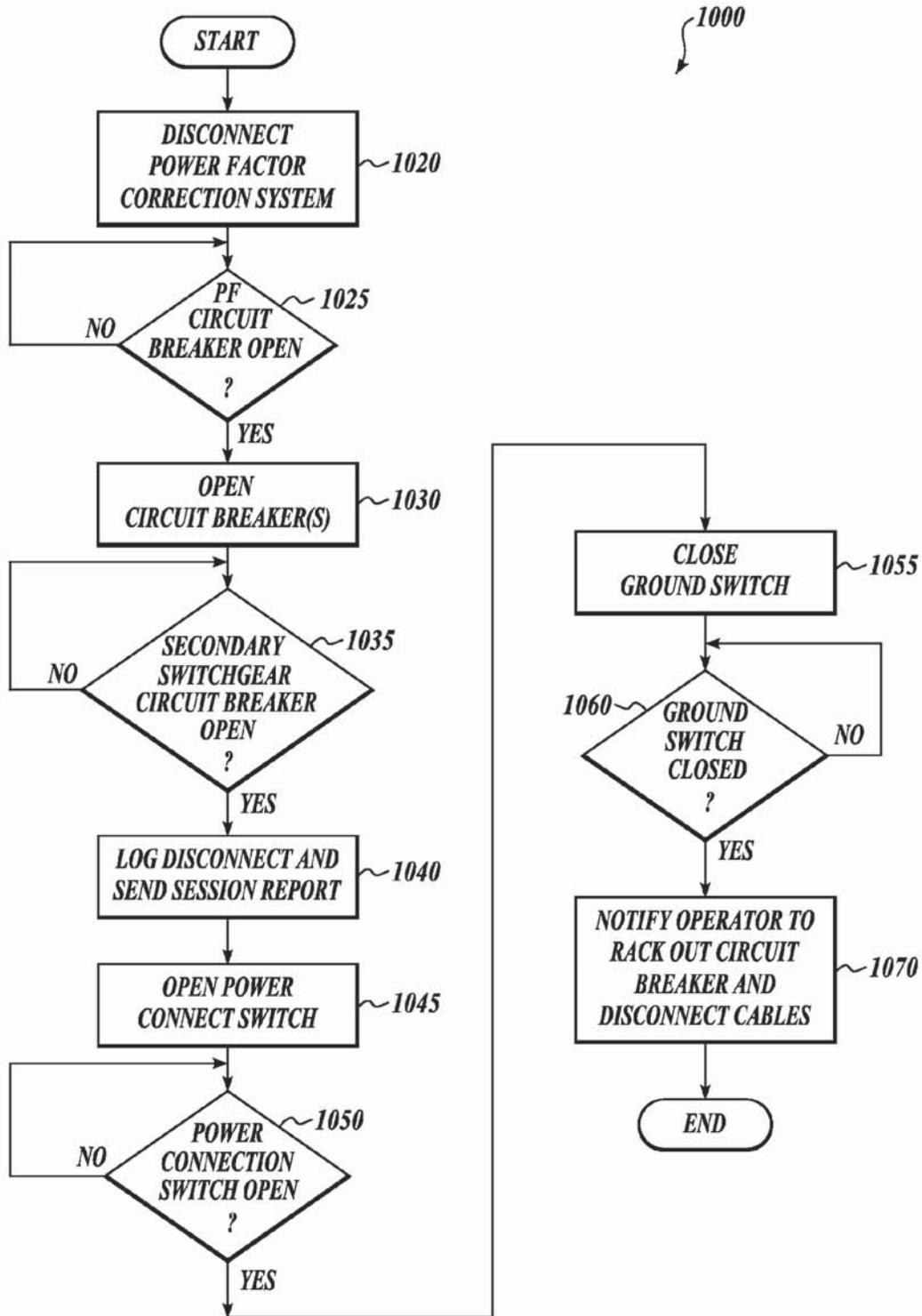


Fig. 10.

1

**AUTOMATED SHORE POWER SYSTEM****CROSS-REFERENCE TO RELATED APPLICATIONS**

The present application is a continuation of International Application No. PCT/US2010/031122, filed Apr. 14, 2010, which claims the benefit of U.S. Provisional Application Ser. No. 61/169,272, filed Apr. 14, 2009, all of which are hereby expressly incorporated by reference.

**BACKGROUND**

Due to health and environmental concerns, there is an increased effort to reduce the emissions from carbon based energy sources. One industry in which the reduction of emissions from carbon based energy sources is sought is the marine industry. In the marine industry, one main type of carbon based energy source is the diesel-electric generator used to supply power to large commercial vessels, such as cargo and cruise ships, for house loads (e.g., laundry and kitchen facilities, lighting, cabin amenities, HVAC, communication systems, etc.) This is especially true when the commercial vessel is docked in port.

Therefore, there is a need in the marine industry to provide a cleaner power alternative to the commercial vessel for powering these house loads when docked in port.

**SUMMARY**

This summary is provided to introduce a selection of concepts in a simplified form that are further described below in the Detailed Description. This summary is not intended to identify key features of the claimed subject matter, nor is it intended to be used as an aid in determining the scope of the claimed subject matter.

In accordance with aspects of the present disclosure, a shore power system for supplying power to a vessel is provided. The system includes a primary switchgear adapted to be connected to a source of power. The primary switchgear has one or more power characteristic measuring devices. The system also includes a secondary switchgear having one or more power characteristic measuring devices and a power transformer including a primary side having a power input and a secondary side having first and second power outputs. The power transformer is configured to receive power from the primary switchgear at a selected voltage and output power to the secondary switchgear at first and second voltages that are lower than the selected voltage. The system further includes a controlling device that is programmed for automating and/or controlling the delivery of power to the vessel from the source of power.

In accordance with another aspect of the present disclosure, a method for automating the supply of power from a shore power system to a vessel, comprising the steps of obtaining vessel characteristic data, receiving a vessel connection command to connect the shore power system to the vessel, verifying connection parameters between the vessel and the shore power system are complete, obtaining permission from the vessel to begin the supply of power; thereafter, supplying power to the vessel; and monitoring the supply of power to the vessel.

**DESCRIPTION OF THE DRAWINGS**

The foregoing aspects and many of the attendant advantages of this disclosure will become more readily appreciated

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as the same become better understood by reference to the following detailed description, when taken in conjunction with the accompanying drawings, wherein:

FIG. 1 is a block diagram of one exemplary embodiment of a shore power system formed in accordance with aspects of the present disclosure;

FIG. 2 is a schematic diagram of one exemplary embodiment of a primary switchgear formed in accordance with aspects of the present disclosure;

FIG. 3 is a schematic diagram of one exemplary embodiment of a dual output power transformer formed in accordance with aspects of the present disclosure;

FIG. 4 is a schematic diagram of one exemplary embodiment of a secondary switchgear formed in accordance with aspects of the present disclosure;

FIG. 5 is a schematic diagram of one exemplary embodiment of a power factor correction section formed in accordance with aspects of the present disclosure;

FIG. 6 is a schematic diagram of one exemplary embodiment of a grounding switch section formed in accordance with aspects of the present disclosure;

FIG. 7 is a schematic diagram of one exemplary embodiment of an automation and control system formed in accordance with aspects of the present disclosure;

FIG. 8 is a flow diagram of one exemplary embodiment of a connection session implemented by a vessel connection program module in accordance with aspects of the present disclosure;

FIG. 9 is a flow diagram of one exemplary embodiment of a connection verification subroutine implemented by the vessel connection program module in accordance with aspects of the present disclosure; and

FIG. 10 is a flow diagram of one exemplary embodiment of a vessel disconnect subroutine implemented by the vessel connection program module in accordance with aspects of the present disclosure.

**DETAILED DESCRIPTION**

Embodiments of the present disclosure will now be described with reference to the drawings where like numerals correspond to like elements. Embodiments of the present disclosure are generally directed to shore power systems suitable for providing power to large commercial (e.g., cruise, container, etc.) and military vessels when temporarily docked at port. Embodiments of the present disclosure are further directed to systems and methods for automating and controlling one or more components of the shore power system in order to deliver power to the vessel from a source of power (e.g., power grid, power generation plant, etc.). Although exemplary embodiments of the present disclosure will be described hereinafter with reference to cruise ships, it will be appreciated that aspects of the present disclosure have wide application, and therefore, may be suitable for use with many types of commercial vessels, such as cargo ships, oil tankers, etc., military vessels, etc. Accordingly, the following descriptions and illustrations herein should be considered illustrative in nature, and thus, not limiting the scope of the present disclosure, as claimed.

Prior to discussing the details of various aspects of the present disclosure, it should be understood that several sections of the following description are presented largely in terms of logic and operations that may be performed by conventional electronic components. These electronic components, which may be grouped in a single location or distributed over a wide area, generally include processors, memory, storage devices, display devices, input devices (e.g.,

3

sensors, data entry devices, etc.), etc. It will be appreciated by one skilled in the art that the logic described herein may be implemented in a variety of configurations, including software, hardware, or combinations thereof. The hardware may include but is not limited to, analog circuitry, digital circuitry, processing units, application specific integrated circuits (ASICs), and the like. In circumstances where the components are distributed, the components are accessible to each other via communication links.

In the following description, numerous specific details are set forth in order to provide a thorough understanding of exemplary embodiments of the present disclosure. It will be apparent to one skilled in the art, however, that many embodiments of the present disclosure may be practiced without some or all of the specific details. In some instances, well-known process steps have not been described in detail in order not to unnecessarily obscure various aspects of the present disclosure. Further, it will be appreciated that embodiments of the present disclosure may employ any combination of features described herein.

Turning now to FIG. 1, there is shown one exemplary embodiment of a shore power system, generally designated 20, formed in accordance with aspects of the present disclosure. Generally described, the shore power system 20 includes a primary switchgear 24, a secondary switchgear 26, a dual output power transformer 28 disposed in electrical communication between the primary switchgear 24 and the secondary switchgear 28, a grounding switch section 30, and a vessel connector assembly 32. The shore power system 20 further includes an automation and control system 36 for automating and/or controlling the delivery of power to the vessel V from a source of power, such as a medium voltage power source. In embodiments of the present disclosure, the medium voltage power source may be from the power grid or may be from a discrete power generation station.

Referring now to FIGS. 1 and 2, the components of the shore power system 20 will now be described in more detail. As best shown in FIGS. 1 and 2, the shore power system 20 includes a primary switchgear 24 that connects the primary input of the power transformer 28 via a power line 38 to a source of medium voltage power, for example, power distribution equipment of a private or public utility company connected to the power grid. Generally described, the primary switchgear 24 includes a combination of electrical disconnects, fuses and/or circuit breakers used to isolate electrical equipment. In use, the primary switchgear 24 can be used to de-energize equipment, allow work/maintenance to be performed, to clear faults downstream, etc. In the exemplary embodiment described herein, the primary switchgear 24 is capable of handling medium voltages and operating under applicable standards, such as IEEE or ANSI (North America), IEC, etc.

In the embodiment shown, the primary switch gear 24 may include but is not limited to an accessory and measurement power circuit 42, a potential transformer assembly 44, a current transformer assembly 46, and a primary circuit breaker 50. The primary switchgear 24 may include other conventional components not shown but well known in the art.

As best shown in FIG. 2, the accessory and measurement power circuit 42 receives power from the power line 38 at level L0 and supplies an appropriate voltage (e.g., 120V/240V) to accessories 60, such as heaters, sirens, speakers, lights, fans, battery chargers, power receptacles, etc., and measurement devices 64, such as temperature sensors, gas sensors, tamper sensors, voltmeters, frequency meters, etc. In that regard, the power circuit 42 includes a fuse protected step down transformer 66, which receives power from the power

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line 38, steps down the voltage, and delivers the step down voltage to the accessories 60 and measurement devices 64 through a protected, power distribution center 68, such as a fuse or circuit breaker panel. In one embodiment, the transformer 66 is a 15KVA transformer having a current ratio of 400/5 A, and outputs a standard voltage supply line, such as a 120V, 240V, etc. supply line. As will be described in more detail below, the accessories 60 and the measurement devices 64 communicate with the automation and control system 36 via appropriate communication protocols known in the art.

The potential transformer assembly 44 also receives power from the power line 38 and conditions the power L0 from the power line 38 to supply suitable working voltages (120 v, 240 v, etc.) to other equipment of the primary switchgear 24. In that regard, the potential transformer assembly 44 includes a potential transformer 72, also known as a voltage transformer that presents a negligible load to the power line 38 while providing a precise voltage ratio to accurately step down the medium voltages so that equipment, such as metering and protective relay devices, can be operated at a lower potential. In one embodiment, the secondary output of a potential transformer 72 is rated from approximately 60 to 240 volts to match the input ratings of protection relays, etc., as will be described in more detail below. The potential transformer assembly 44 also includes a shorting test block 74, a test switch 76, metering devices 78 (e.g., voltmeter, frequency meter, etc.), etc. suitably interconnected in electrical communication as known in the art. As will be described in more detail below, components of the potential transformer assembly 44 communicate with the automation and control system 36 via appropriate communication protocols known in the art.

Downstream of the potential transformer assembly 44, the power line 38 is electrically connected to the input side of the primary circuit breaker 50. In use, the primary circuit breaker 50 is capable of interrupting fault currents of many hundreds or thousands of amps from downstream power equipment. The primary circuit breaker 80 may be of an oil type, a gas (e.g., SF6) type, an air type, or a vacuum type. In one embodiment, the primary switchgear 24 utilizes a primary circuit breaker of the vacuum type, which provides many benefits, including minimal arcing, large power handling (e.g., up to 35,000 volts), quick response time (e.g., between 30 mS and 150 mS), etc. In the embodiment shown, the primary circuit breaker 50 includes a motor 82 for opening and closing the circuit breaker. In one embodiment, the primary circuit breaker 50 is rated at 1200 amps, 27,000 volts, with 25,000 amps interrupting capacity.

Opening and closing of the primary circuit breaker 50 via the motor 82 may be controlled by a controlling circuit 90. In that regard, the opening and closing of the circuit breaker 50 may be under the direction of a systems operator via the control and automation system 36, may be an automatic response by the automation and control system 36 upon execution of the program module 318 (See FIG. 7), may be an automatic response to an operating condition, such as a fault, etc. The controlling circuit 90 provides one or more protective functions, which may include but is not limited to the following: overcurrent, undervoltage, directional power, and overvoltage. These, for example, may be carried out under any appropriate standards, such as ANSI standards 50/51 (overcurrent), 27 (undervoltage), 32 (direction power), and 59 (overvoltage). Operating power for the controlling circuit 90 may be supplied by the accessory and measurement power circuit 40, the potential transformer assembly 44, or a self contained power supply, such as a battery bank. In one embodiment, the controlling circuit 90 is powered by a bat-

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tery bank 92, which receives recharging power from a battery charger associated with the accessory and measurement power circuit 42.

In the embodiment shown, the controlling circuit 90 includes one or more controllable, protective relays 96 for protection against operating conditions, such as overcurrent, undervoltage, directional power problems, and overvoltage. In that regard, the relay 96 measures the characteristics of the power L0 carried over power line 38, analyzes the measurements, and generates a trip signal to be transmitted to the motor 82 when it determines a fault condition. The relay may also be employed for transmitting open and close signals to the motor in response to suitable control signals received from the control and automation system 36. In one embodiment, the relay 96 can receive power for operating from the potential transformer assembly 44. One such relay 96 that may be employed in embodiments of the present disclosure is commercially available from Schweitzer Engineering Laboratories, Inc., such as SEL Model No. 351. As will be described in more detail below, the controlling circuit 90 is configured to communicate with the automation and control system 36 for receiving control signals from the system 36 and transmitting signals, such as measurement data (e.g., volts, amps, etc.), circuit breaker open or close condition data, etc., to the system 36.

Downstream of the primary circuit breaker 50, the power line 38 is electrically connected to the current transformer assembly 46. The current transformer assembly 46 in one embodiment may include, for example, a current transformer 100, a shorting test block (STB) 102, a test switch (TS) 104, and one or more metering devices 106, such as an ammeter. In operation, the current transformer assembly 46 facilitates safe measurement of large currents from the power line 38 by isolating measurement and control circuitry, such as the relay 96, from the high voltages of the power line 38. In one embodiment, the current transformer 100 has a 400:5 current windings ratio (i.e., a 4000:5 CT would provide an output current of 5 amperes when the primary was passing 4000 amperes). As will be described in more detail below, components of the potential transformer assembly 46 communicate with the automation and control system 36 via appropriate communication protocols known in the art.

Referring now to FIGS. 2 and 3, the power line 38 of the primary switchgear 24 is electrically connected to the primary input 120 of the dual output power transformer 28. The dual output power transformer 28 receives three phase power from the primary switch gear 24 at power level L0, e.g., 26,000 volts, and outputs power to first and second secondary outputs 122 and 124 at high and low power levels L1 and L2, e.g., 11,000 volts and 6,600 volts, respectively, and a single neutral output 130. The transformer 28 is of a delta-wye configuration for converting a single three phase power L0 into dual three phase power L1 and L2 and a single neutral NO. The power L1 and L2 is transmitted over power lines 126 and 128. In one embodiment, the dual power lines 126 and 128 provide power up to a 20MVA power consumption level.

In one embodiment, the power line 38 of the primary switchgear 24 is electrically connected to the primary input 120 of the dual output power transformer 28 via a load tap changer (LTC) 110. The LTC 110 may include a plurality of selectable tap positions (e.g., 2-32 or more). The LTC 110 may be configured as an automatic LTC having a controller 112 that controls the tap position of the LTC. The controller 112 may receive signals indicative of secondary output power from the secondary switchgear metering device, described below, or from control signals from the automation and control system 36. In one embodiment, the LTC, by changing the

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tap position between the plurality of tap positions, is capable of adjusting the voltage output of the high and low power levels L1 and L2, e.g., 11,000 volts and 6,600 volts, between 10,000 volts and 12,500 volts and 6,000 volts and 7,500 volts, respectively.

As will be described in more detail below, the automation and control system 36 in conjunction with the LTC 110 can adjust the primary input L0 according to the particular vessel V to which the system 20 is supplying power. For example, a large majority of cruise ships operate either on 6.6 kV or 11 kV. However, some cruise ships operate outside of these parameters, for example, at 6.8 kV. In this case, from information received from the vessel or from data associated with the vessel and stored in a look-up table, the automation and control system 36 can control the LTC 110 to adjust the voltage output L1 and/or L2 regardless of the power input L0 to match the power system characteristics of the vessel, and will maintain a consistent secondary voltage throughout the supply of power to the vessel.

As best shown in FIGS. 1 and 4, the shore power system 20 further includes a secondary switchgear 26 that connects the dual power lines 126 and 128 and a neutral line 132 of the dual output power transformer 28 to the grounding switch section 30. In the embodiment shown, the secondary switch gear 26 includes first and second power delivery sections composed of power components for each transformer power output 122 and 124. The first section, referred to as the high power (e.g., 11 kV) section, is connected to power line 126 and may include but is not limited to a current transformer assembly 142A, a potential transformer assembly 146A, and a secondary circuit breaker 150A. The second section, referred to as the low power (e.g., 6.6 kV) section, is connected to the power line 128 and may include but is not limited to a current transformer assembly 142B, a potential transformer assembly 146B, and a secondary circuit breaker 150B. The secondary circuit breakers 150A and 150B include motors 182A and 182B, respectively, for opening and closing the circuit breakers. Opening and closing of the secondary circuit breakers 150A and 150B via the respective motors 182A and 182B may be controlled by controlling circuits 190A and 190B. In one embodiment, the controlling circuits 190A and 190B include protective relays 196, which communicate with the automation and control system 36.

It will be appreciated that the first and second sections can be configured and arranged substantially similar to the corresponding components of the primary switchgear, and thus, will not be described in detail here. Downstream of the first and second sections, the power lines 126 and 128 are bussed together at secondary buss connector 168. As will be described in more detail below, components of the secondary switchgear 26 communicate with the automation and control system 36 via appropriate communication protocols known in the art.

Turning now to FIGS. 4 and 5, the switchgear 26 may further include a neutral grounding resistor section 148 and/or a power factor correction section 152. As shown in FIG. 4, the neutral grounding resistor section 148 comprises a plurality of neutral resistors 156 arranged, for example, in a ladder configuration, and selectively connected to the neutral line 132 via a series of controllable switches 158, such as vacuum switches. In use, from information received from the vessel or from data associated with the vessel and stored in a look-up table, the automation and control system 36 selects, via the series of controllable switches 158, the appropriate neutral resistor or resistors from the plurality of resistors 156 in order to substantially match the neutral resistance value of the particular vessel's electrical system.

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Referring now to FIGS. 4 and 5, the power factor correction section 152 is connected in an appropriate manner to the power line 124 at node 166 and is grounded at 170. The power factor correction section 152 is protected via a power factor correction section circuit breaker 168. The circuit breaker 168 may be controlled by a controlling circuit 190C. In one embodiment, the controlling circuit 190C is arranged and configured substantially similar to controlling circuit 90 of the primary switchgear. The controlling circuit 190C may be powered by the potential transformer assembly 144A of the secondary switchgear and may measure the current of line 126 via the current transformer assembly 146C.

As best shown in FIG. 5, the power factor correction section 152 is a circuit that includes one or more sets of series connected capacitor-reactor pairs. In the embodiment shown in FIG. 5, the power factor correction section 152 includes first and second stages 184 and 186. The first stage 184 includes a capacitor 192 and a reactor 194 connected in series with the circuit breaker 168 through a controllable vacuum switch 188A. The reactor 194 is tuned by a harmonic tuning circuit 198. In one embodiment, the capacitor/reactor pair is chosen to provide approximately 1480 KVARs of reactive power. The second stage 186 includes a capacitor/reactor group connected in series with the circuit breaker 168 through a controllable vacuum switch 188B. The reactor 194 is tuned by a harmonic tuning circuit 198. In the embodiment of FIG. 5, the second stage includes at least two (2) capacitors 192 connected in parallel. In one embodiment, the capacitors/reactor pair is chosen to provide approximately 2960 KVARs of reactive power. In use, the system 36 monitors the real power from the appropriate metering devices of the primary switchgear 24 and the reactive power from the power line 220 (see FIG. 6) outputted from the grounding switch section 30 in order to calculate the power factor of the power delivered to the vessel by the shore power system 20. During this continuous monitoring, the system 36 is capable of selectively opening/closing the switches 188A and/or 188B to maintain an acceptable power factor (e.g., >0.9) for the delivery of power to the vessel V.

Turning now to FIG. 6, the grounding switch section 30 of the system 20 will be described in more detail. As best shown in FIG. 6, the grounding switch section 300 includes a power connect switch 206, also referred to as the feeder switch, and a ground switch 210. The power connect switch 206 is electrically connected to the secondary bus connector 168, which carries power L1 or L2 depending on the state (i.e., open or closed) of the associated circuit breakers 150A and 150B. In one embodiment, the power connect switch 206 is a non-loadbreak disconnect switch rated, for example, at 2000 amps. The operational state (i.e., open or closed) of the power connect switch 206 is controlled by the automation and control system 36, and may be monitored by appropriate sensors, contact switches, etc.

Downstream of the power connect switch 206, the power line branches at node 218, in which a first branch 220 is electrically connected to the power section 226 of the vessel connection system 32 and a second branch 222 is connected to the input side of the ground switch 210. Connected to the first branch or power line 220 is a reactive power determination section 230. In one embodiment, the section 230 may include power transformers, current transformers, metering devices 234, including a wattmeter, voltmeter and an ammeter, etc., suitable arranged for measuring the reactive power of the vessel V. The reactive power determination section 230 communicates with the automation and control system 36 via appropriate communication protocols known in the art.

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Similar to the power connect switch 206, downstream of the neutral resistor section 148, the neutral line branches at node 232, in which a first branch 238 is electrically connected to the neutral section 242 of the vessel connection system 32 and a second branch 240 is connected to the input side of the ground switch 210. As best shown in FIG. 6, the output side of the ground switch 210 is grounded at 248. It will be appreciated that the appropriate sensors, such as ground switch sensors 250, ground check monitoring circuits, etc., may be associated with ground 248 for determining whether the ground switch 210 is properly connected to ground. The operational state (i.e., open or closed) of the ground switch 210 is controlled by the control and automation system 36, and may be monitored by appropriate sensors, such as ground switch sensors 250, contact switches, etc. In use, the ground switch 210, under control of the control and automation system 36, may be positioned in the "closed" position, thereby taking the power line and the neutral line to ground.

Still referring to FIG. 6, the shore power system 20 further includes a vessel connection assembly 32 that interfaces with the vessel V for the delivery of power thereto and the exchange of control signals therewith. As best shown in FIG. 6, the vessel connection assembly 32 includes a power section 226 that comprises one or more power line cable/connector pairs, a neutral section 242 that comprises a neutral line cable/connector pair, and a control section 252 that comprises control line cable/connector pairs, etc. that cooperate with appropriately configured connectors on the vessel. Each connector includes a contact or continuity sensor 240 that outputs data to the control and automation system 36 for indicating whether the connectors are properly connected to the vessel V.

As described briefly above, the primary switchgear 24, the secondary switchgear 26, and the grounding switch section 30 are controlled by the automation and control system 36. One embodiment of the automation and control system 36 is illustrated as a block diagram in FIG. 7. Although not required, aspects of the present disclosure may be described in the general context of computer-executable instructions, such as program modules, being executed by a personal computer or computing device and stored, for example, on computer readable media, as will be described below. Generally, program modules include routines, programs, objects, components, data structures, etc., that perform particular tasks or implement particular abstract data types.

The automation and control system 36 includes a computing device 302 having a processor 304, a memory 306, and I/O circuitry 308 suitably interconnected via one or more buses 312. The system memory 306 may include read only memory (ROM), random access memory (RAM), and storage memory. The storage memory may include hard disk drives for reading from and writing to a hard disk, a magnetic disk drive for reading from or writing to a removable magnetic disk, and an optical disk drive for reading from or writing to a removable optical disk, such as a CD, DVD, or other optical media. The storage memory and their associated computer-readable media provide non-volatile storage of computer readable instructions, data structures, program modules, and other data for the computing device 302. Other types of computer readable media which can store data that is accessible by a computer, such as magnetic cassettes, flash memory cards, DVD-ROM, DVD-RAM, and the like, may also be used in the exemplary computing system.

The memory 306 stores an operating system 316 for controlling the operation of the computing device 302. In one embodiment of the disclosure, the operating system 316 provides a graphical operating environment, such as Microsoft

Corporation's WINDOWS®, LINUX or Apple's Leopard graphical operating system in which activated applications, programs, or modules are represented as one or more graphical application windows with an interface visible to the user, such as a graphical user interface (GUI). The memory 306 also stores a number of program modules, such as a vessel connection program module 318, and program data 320, such as vessel power characteristic data for each vessel, historical alarm data, sensor data, etc.

As shown in FIG. 7, the computing device 302 includes a network interface 324 comprising one or more components for communicating with other devices, e.g., cell phones, PDA's, laptop computer, network terminals, general purpose computing device, desktop computer, etc. over a wired and/or wireless network, such as a local area network (LAN) or a wide area network (WAN), such as the internet. As known to those skilled in the art and others, the computing devices illustrated in FIG. 7 may be configured to exchange files, commands, and other types of data over one or more networks. However, since protocols for network communication, such as TCP/IP, are well known to those skilled in the art, those protocols will not be described here. Additionally or alternatively, the computing device may be equipped with a modem (not shown) for connecting to the Internet through a point to point protocol ("PPP") connection or a SLIP connection as known to those skilled in the art. For accessing the internet, the memory 306 may further include a web browser 326, such as Netscape's NAVIGATOR®, Microsoft's Internet Explorer, Mozilla's FireFox, etc.

The computing device 302 also includes an output device in the form of a graphical display 328 and several input devices 330, such as a keyboard, touch pad, microphone, a pointing device, or the like, for inputting data into the computing device 302, such as responding to requests from execution of the vessel connection module 318. The display 328 and the user input devices 330 are suitably connected through appropriate interfaces, such as serial ports, parallel ports or a universal serial bus (USB) of the I/O circuitry. As would be generally understood, other peripherals may also be connected to the processor in a similar manner.

Input/Output circuitry 308 or other device level circuitry of the computing device 302 is connected in electrical communication with components of the primary switchgear 24, the secondary switchgear 26, the grounding switch section 30, and the vessel connection assembly 32. In particular, data generating devices, such as accessories 60, measurement devices 64, metering devices 78 and 106, etc., of the primary switchgear 24 communicate with the computing device 302 via one or more protocols known in the art. Similarly, as best shown in FIG. 7, data generating devices of the secondary switchgear 26, grounding switch section 30 and vessel connection section 32 communicate with the computing device 302 via one or more protocols known in the art. The Input/Output circuitry 308 is further connected in electrical communication with controllable switches, relays, etc. of the various components of the system 20. In use, the Input/Output circuitry 308 or other device level circuitry is capable of receiving, processing, and transmitting appropriate signals between the processor and these various components.

The vessel connection module 318, when executed by the computing device, presents a graphical user interface to the operator, and in one embodiment, opens within a web browser environment. The vessel connection module 318 is capable of graphically displaying information to and requesting data from the operator, analyzing data received from the components, and generating control signals to be transmitted to the components of the system 20 through the I/O circuitry 308.

The vessel connection module 318 further accesses stored data, such as vessel characteristic data.

Turning now to FIG. 8, there is shown a flow diagram of one exemplary vessel connection routine 800 executed by the vessel connection module 318. The routine 800 checks whether the shore power system 20 is ready to connect to the vessel and vice versa, coordinates the connection between the system 20 and vessel V, monitors the connection session, and disconnects the vessel from the system 20 upon certain conditions. Before the vessel connection routine 800 can be initiated, a vessel, such as a cruise ship, is docked in port, and has requested the use of the shore power system 20. Once the vessel V is in port and is ready to be connected to the shore power system 20, the shore power system operator logs into the computing device 302, and upon execution of the vessel connection module 318, is presented graphically with a new connection session.

One exemplary session will now be described with reference to routine 800. Routine 800 begins at block 802 and proceeds to block 804, where data is obtained by the computing system 200 to be utilized by the program module 118. The obtained data includes but is not limited to one or more of the following: tide data, weather data, historical alarm data, vessel schedule data, and utility company power supply data. The obtained data may be presented to the operator on the display 328 via the GUI or a link may be provided, that when selected or "clicked" by one of the input devices 330, such as a computer mouse, directs the operator to a new window that displays the requested data.

Once the data is obtained at block 804, including the vessel schedule data, the routine 800, at block 806, determines whether a vessel has been selected for subsequent connection. For example, the operator via one or more of input devices 330 either self initiates the selection of the specific vessel that is currently in port or selects a vessel in response to a request by the routine 800. The vessel V may be selected, for example, from a stored historical menu of past connections, selected from a menu of all known vessels currently operating in the specific region of the port, or may be selected by inputting a code or vessel name via keyboard input. If the answer at block 806 is "yes," the routine 800 proceeds to block 808, where the vessel characteristics, such as operating voltage, resistive load data, neutral resistor value, etc., breaker coordination data, etc. of the selected vessel is obtained from memory 306, an associated server via the network interface 324, etc.

Once the data is obtained at block 808, the routine 800, at block 810, determines whether the operator has initiated the vessel connection sequence for connecting the shore power system 20 to the vessel V. For example, the operator may initiate a connection with the selected vessel by selecting, clicking, etc. on the appropriate icon or the like that is graphically presented by the program module 318. If the answer at block 810 is "yes," the routine 800 proceeds to block 812, where a connection verification subroutine (see FIG. 9) is performed by the program module 318. As will be described in more detail below, the connection verification subroutine executes systems checks on several components of the system 20, and verifies that it is safe for one or more technicians to, for example, connect the power cables of the vessel connection assembly 32 to the vessel V. If any of the checks are not satisfied, the system 36 is locked out until such checks are satisfied.

Turning now to FIG. 9, there is shown one connection verification subroutine 900 implemented by the program module 318. The subroutine begins at block 902, and proceeds to block 904. At block 904, the subroutine determines

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whether the grounding switch section 30 is properly grounded. For example, a sensor, grounding monitoring circuit, or other electrical device is provided that is capable of determining if the ground switch 210 is properly grounded and reporting the condition of the ground switch to the automation and control system 36. If the answer at block 904 is "yes," the subroutine 900 proceeds to block 906, where the subroutine 900 determines whether the ground switch 210 is closed. For example, ground switch sensors, contact switches, etc., may be employed to signal the operating position (open or closed) of the ground switch 210. If the answer is "no," the subroutine 900 proceeds to block 908, where the computing device 302 signals the ground switch 210 to close, and then returns to block 906. This repeats until the answer at block 906 is "yes." When the answer is "yes" at block 906, the subroutine 900 proceeds to block 910.

Next, at block 910, the subroutine determines whether the cable connectors of the vessel connection assembly 32 are properly connected at the vessel interface. For example, continuity sensors 240 associated with the cable connectors may be employed to output a signal indicative of proper contact with the vessel interface. If the answer is "no," the subroutine 900 may notify the operator that the cable connectors are not properly connected. The subroutine repeats block 910 until the answer at block 910 is "yes." When the answer is "yes" at block 910, the subroutine proceeds to block 912.

At block 912, the program module 318 sends control signals to the ground switch 210 to open, and then verifies, via the appropriate sensors, contact switches, etc., that the operational condition of the ground switch is open. Next, the program module 310 sends control signals to the power connect switch 206 to close, and then verifies, via the appropriate sensors, contact switches, etc., that the operational condition of the power connect switch 206 is closed. The subroutine 900 then proceeds to block 916 where the subroutine ends.

Upon successful completion of the connection verification subroutine, the routine 800 notifies the operator via display 328, and as a result, the operator can instruct other personnel to manually rack-in the appropriate circuit breaker(s). For example, if the information associated with the vessel obtained at block 808 indicates that the power line supplying power L2 is required, then the circuit breaker 150B is racked-in. It may also be necessary to rack-in the circuit breaker 50 of the primary switchgear 24. During this time, at block 814, the routine 800 awaits confirmation that the appropriate circuit breakers are racked-in. Such confirmation can come from appropriate sensors associated with the circuit breakers 50, 150A, 150B, that generate signals indicating that the specified circuit breaker is appropriately racked-in. In one embodiment, these sensors may be associated with the relays 90, 190A, 190B, etc.

Next, at block 816, the routine 800 waits to receive a signal from the vessel granting permission to close the specified circuit breaker. Once permission is received, the routine 800 proceeds to block 818, where a command to close the specified circuit breaker 150B is displayed, prompting the operator for input. Alternatively, the routine 800 may autonomously signal the motor 182B associated with the secondary circuit breaker 150B to be closed. This may be instantaneous or within a predetermined time period (e.g., five (5) minutes) upon reception of the permission signal. In either case, the program module 318 generates and transmits device appropriate breaker close signals to the relay 196B for closing the circuit breaker 150B via motor 182B.

Once the circuit breaker 150B is closed, whereby the system 36 receives verification via sensors, etc., the system 20 begins supplying power to the vessel V. Next, the routine 800,

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at block 822 begins to log the connection as a new session and begins to monitor the connection of the system 30 to the vessel V. With this monitoring, the routine 800 chooses the appropriate neutral resistors via the switches 158 in view of the received neutral resistor value and supplies power to the power factor correction section 152 by closing power factor circuit breaker 168. The routine 800 also chooses the appropriate tap position of the LTC 110 via the LTC controller 112 according to the received operating voltage of the vessel. For example, if the received operating voltage for the vessel is 6.8 kV, the routine 800 selects the secondary output 122 or 124 (and power L1 or L2) closest to the vessel operating voltage (e.g., 6.6 kV) at block 814, and selects the tap position from the plurality of tap positions of the LTC 110 that corresponds with an output power L2 of 6.8 kV. The system 36 then continues to monitor the secondary output voltage and the power factor of the system, correcting when necessary via the LTC 110 and the control of the switches 188A and/or 188B, respectively.

During the connection session, the system 36 also monitors alarm conditions of the system 20, such as high operating temperatures, low pressure levels in the breakers, tampering of components by unauthorized personnel, etc. If it is determined an alarm condition exists, the routine 800 sends an alert signal to the appropriated party. The alert signal could be an automatic page, a telephone or cellular phone call, an e-mail, or other means for notifying an operator, technician, etc., that is either local or remote from the system 20. It may also include an audible signal, such as a horn or buzzer, a visible signal, such as a flashing red light, etc. Further, the alert signal could shut down the system 20 until operator or technician input is obtained. It may also cause the operator to manually check the equipment. Alert signals may be presented to the operator via the GUI on display 328. Other data may be displayed to the operator during the connection, such as the characteristics of the power being supply to the vessel V, unbalanced conditions, reactive power, etc. Session data monitored by the system 36 may be stored in memory 306 for future reference.

The routine 800 continues to monitor the connection until connection permission is revoked by the vessel V. If such a signal is received, the routine 800 proceeds to block 826, where a vessel disconnect subroutine is initiated by the program module 318. Once the vessel disconnect routine is finished, the routine 800 proceeds to block 828, wherein the routine is terminated.

Turning now to FIG. 10, there is shown one vessel disconnect subroutine 1000 implemented by the program module 318. The subroutine 1000 begins at block 1010 and proceeds to block 1020 where the program module disconnects the power factor correction section 152 by opening the power factor circuit breaker 168 and/or the switches 188A and 188B. Once the subroutine 1000 determines at block 1025 that the power factor (PF) circuit breaker 168 is open by receiving and processing signals from the appropriate sensors, contact switches, etc., the subroutine 1000 proceeds to block 1030, where the program module 318 signals the secondary circuit breaker 150B to open. The subroutine 1000 then proceeds to block 1035 until the circuit breaker open condition is verified. Next, at block 1040, the program module 310 logs the disconnected session and sends a session report contained various session data that was stored in memory 306 to the appropriate personnel.

The subroutine 1000 proceeds by signaling the power connect switch 206 to open at block 1045, and remains at block 1050 until the operational condition of the power connect switch 206 is verified via appropriate sensors, contact

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switches, etc., to be open. The subroutine **1000** then signals the ground switch **210** to close at block **1055**, and remains at block **1060** until the operational condition of the ground switch **210** is verified via appropriate sensors, contact switches, etc., to be closed. Next, the subroutine **1000** proceeds to block **1070**, where the program module **318** notifies the operator to rack out the circuit breaker **150B** and disconnect the power and neutral cables from the vessel V.

The principles, representative embodiments, and modes of operation of the present disclosure have been described in the foregoing description. However, aspects of the present disclosure which are intended to be protected are not to be construed as limited to the particular embodiments disclosed. Further, the embodiments described herein are to be regarded as illustrative rather than restrictive. It will be appreciated that variations and changes may be made by others, and equivalents employed, without departing from the spirit of the present disclosure. Accordingly, it is expressly intended that all such variations, changes, and equivalents fall within the spirit and scope of the claimed subject matter.

The embodiments of the invention in which an exclusive property or privilege is claimed are defined as follows:

1. A shore power system for supplying power to a vessel, comprising:

a primary switchgear adapted to be connected to a source of power, the primary switchgear having one or more power characteristic measuring devices;

a secondary switchgear having one or more power characteristic measuring devices;

a power transformer having a primary side and a secondary side, the primary side having a power input and the secondary side having first and second power outputs, wherein the power transformer is configured to receive power from the primary switchgear at a selected voltage and to output power to the secondary switchgear at first and second voltages that are lower than the selected voltage;

a controlling device that is programmed for automating and/or controlling the delivery of power to the vessel from the source of power.

2. The shore power system of claim 1, wherein the power transformer further includes a load tap changer at the primary side, the load tap changer configured to adjust the first and second voltages outputted by the secondary side.

3. The shore power system of claim 2, wherein the controlling device is programmed to receive one or more signals indicative of a characteristic of the first or second voltage, and based on the received one or more signals, transmitting one or more control signals to the load tap changer so that the load tap changer adjusts the first and/or second voltages outputted by the secondary side.

4. The shore power system of claim 1, further comprising a power factor circuit and a power factor determination section, wherein the power factor determination section is configured to measure a reactive power supplied to the vessel and wherein the controlling device is programmed to control the power factor circuit based on a measured reactive power from the power factor determination section and real power from the one or more power characteristic measuring devices of the primary switchgear.

5. The shore power system of claim 4, wherein the power factor circuit includes circuitry that changes the reactance of the power being supplied to the vessel.

6. The shore power system of claim 5, wherein the controlling device monitors the real power from the one or more power characteristic measuring devices of the primary switchgear and the reactive power supplied to the vessel from

## 14

the power factor determination section, and dynamically adjusts the reactance of the power via the power factor circuit so as to maintain a preselected power factor for supplying power to the vessel.

7. The shore power system of claims 1, further comprising a neutral resistor section that is configured for changing the neutral resistance value of the secondary switchgear.

8. The shore power system of claim 7, wherein the controlling device is programmed to control the neutral resistor section based on obtained vessel power characteristic data.

9. The shore power system of claim 1, further comprising a grounding switch section that comprises a power connect switch that selectively controls the delivery of power to the vessel and a ground switch that selectively grounds the power supplied by the secondary switchgear.

10. The shore power system of claim 1, further comprising a vessel connection assembly that supplies power from the secondary switchgear to the vessel, wherein the vessel connection assembly includes a power section, a neutral section, and a control section, wherein the control section communicates with the vessel and transmits information received from the vessel to the controlling device.

11. The shore power system of claim 1, wherein the controlling device is programmed to select either the first or second voltages outputted by the first and second outputs, respectively, and wherein the selection is based on obtained vessel power characteristic data.

12. The shore power system of claim 1, wherein the controlling device programmed to (1) determine whether the system is ready to connect to the vessel; (2) assist in connecting the system to the vessel; (3) monitor the connection session between the system and the vessel; and (4) assist in disconnecting the system from the vessel.

13. A method for automating the supply of power from a shore power system to a vessel, comprising:

obtaining vessel characteristic data;

receiving a vessel connection command to connect the shore power system to the vessel;

verifying connection parameters between the vessel and the shore power system are complete;

obtaining permission from the vessel to begin the supply of power; thereafter supplying power to the vessel;

monitoring the supply of power to the vessel,

wherein verifying connection parameters between the vessel and a shore power system are complete includes determining if the system is grounded and determining if one or more vessel connection cables are properly connected to the vessel.

14. The method of claim 13, wherein verifying connection parameters between the vessel and the shore power system are complete further includes

transmitting control signals that close a ground switch if it is determined that the system is not grounded.

15. The method of claim 14, wherein verifying connection parameters between the vessel and the shore power system are complete further includes

if it is determined that the shore power system is grounded and the vessel connection cable is properly connected to the vessel then

transmitting control signals to open the ground switch and to close a power connect switch.

16. The method of claim 13, wherein monitoring the supply of power to the vessel includes monitoring a power factor of the power being supplied to the vessel; and

15

16

selecting one or more neutral resistors for substantially matching a neutral resistance value obtained with the vessel characteristic data.

17. The method of claim 13, wherein supplying power to the vessel includes  
5 selecting the first or second output of a dual power transformer based on the obtained vessel characteristic data.

18. A method of supplying power from a shore power system to a vessel, the shore power system having a dual output transformer, the method comprising:  
10

selecting the first or second output of the dual output power transformer based on obtained vessel characteristic data, monitoring a power factor of the power being supplied to the vessel; and

selecting one or more neutral resistors for substantially matching a neutral resistance value obtained with the vessel characteristic data.  
15

19. The method of claim 18, further comprising monitoring operating parameters of the shore power system.  
20

\* \* \* \* \*

**Appendix A**  
**Services to be provided by Contractor**

**1. Description of Services**

Cochran Marine, LLC (“Contractor”) agrees to provide the following services to the City and County of San Francisco (“City”), acting by and through the Port of San Francisco (“Port”):

Annual Testing and Re-Commissioning for the Pier 27 Shore Power System. Contractor shall perform all services necessary for annual testing and re-commissioning services including, but not limited to, the following:

- Annual inspection and cleaning of the Shore Power System equipment
- Review of annual relay coordination study
- Comprehensive annual system testing, including required third-party testing
- Testing of medium voltage cabling system
- Provision of a complete system testing report to the Port
- Performance of annual system commissioning with coordination by the Port
- Complete system controls and breaker operations test with MV test mobile
- System verification in accordance with International Electrotechnical Commission (IEC)

In addition, Contractor agrees to perform as needed additional off-season maintenance, and / or upgrades and repairs for the Pier 27 Shore Power System as recommended by Contractor and/or requested by Port, and subject to Port’s approval.

**2. Reports**

Contractor shall submit written reports as requested by the Port within 14 days after service or maintenance visits. Format for the content of such reports shall be determined by the Port. The timely submission of all reports is a necessary and material term and condition of this Agreement. The reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

### **3. Department Liaison**

In performing the services provided for in this Agreement, Contractor's liaison with the Port of San Francisco will be Raman Singh.

### **4. Qualifications**

- 1 No cost has been included for regulatory permits or third-party inspections or service provider charges.
- 2 This Agreement assumes that permanent power will be made available, at no additional cost, for annual testing and commissioning. This Agreement does not include any charges by the local utility for power connection or consumption.
- 3 Performance of all testing and commissioning work is based on a forty (40) hour work week, Monday through Friday. Equipment maintenance and repair services will be available, if requested, on a 24-hour, 7-day per week schedule, and may be at additional cost to be negotiated and subject to mutual agreement of City and Contractor.
- 4 Idle time incurred by Cochran Marine or its service subcontractor(s) during work on site and attributable to the Port, such as absence of required escorts; inability to enter restricted workspaces (for Contractor's scheduled visits); interfering Port operations without prior notice; and security lockdowns shall be reimbursable at actual cost.
- 5 Contractor will schedule, specify and supervise the performance of annual testing in order to ensure that all equipment installed or connected, is operational within the specified tolerances and in accordance with the Shore Power System specifications.
- 6 Following the completion of annual testing, Contractor will report and provide complete written results to the Port within 14 days. In conjunction with these test reports Contractor may make recommendations to the Port for system equipment, service, modifications, upgrades, or replacements. Critical work essential for system safety and performance will be so noted. At the Port's request, Contractor will provide price quotations to perform such work on an additional cost basis.

### **7 Exclusions**

- a. Third Party requirements
- b. New ship coordination and programming
- c. Security and safety orientation
- d. Participation in activities unrelated to Shore Power operations
- e. Issues outside of Contractor's control
- f. Utility company fees of any nature

### **8 Clarifications**

- a. Retention shall not be held for work satisfactorily performed

- b. Upon prior scheduling and notice to the Port, Contractor shall have unlimited access to Shore Power related facilities including parking, subject to supervision by Port personnel for access to restricted, federally-regulated or secure areas of Port property**
- c. No warranty is in effect on any existing substation or ground switch equipment currently installed.**

Amendment of the Whole  
as amended in Committee 7/7/08

FILE NO. 080566

ORDINANCE NO. 125-08

1 [Approving an agreement with Cochran, Inc. to install shoreside power equipment at Pier 27  
2 and 29 of the Port of San Francisco and waiving certain contracting requirements of the  
3 Administrative Code and Environment Code.]

4 Ordinance authorizing the Executive Director of the Port to execute an agreement with  
5 Cochran, Inc. to install shoreside power equipment at Piers 27 and 29 of the Port of San  
6 Francisco for an amount not to exceed \$3,200,000 ~~\$1,700,000 from the City and an  
7 additional \$1,900,000 to be separately provided by Princess Cruise Lines from the Bay  
8 Area Air Management District Carl Moyer Program grant~~ and exempting the agreement  
9 from the contracting requirements of the Administrative Code and Environment Code.

10 Note: Additions are *single-underline italics Times New Roman*;  
11 deletions are *strikethrough italics Times New Roman*.  
12 Board amendment additions are double underlined.  
13 Board amendment deletions are ~~strikethrough normal~~.

14 Be it ordained by the People of the City and County of San Francisco:

15 Section 1. Findings.

16 (a) On September 27, 2005, the Port of San Francisco's Cruise Terminal  
17 Environmental Advisory Committee recommended the adoption of shoreside power for cruise  
18 ships at any future cruise terminal development at the Port.

19 (b) On September 27, 2005, the San Francisco Port Commission endorsed the Cruise  
20 Terminal Environmental Advisory Committee recommendation regarding shoreside power for  
21 cruise ships.

22 (c) On December 22, 2006, the Port and Princess Cruise Lines, as co-applicants,  
23 submitted an application to the Bay Area Air Quality Management District ("BAAQMD") for  
24 Carl Moyer Program funding for shoreside power at the Port.

25 (d) On April 4, 2007, the BAAQMD approved a Carl Moyer Program grant of \$1.9  
million to the Port of San Francisco and Princess Cruise Lines, jointly as grantee, to fund a

1 shoreside power project ("Project") and in December 2007, this Board by Resolution No. 671-  
2 07 approved the acceptance and expenditure of those grant funds. The Carl Moyer grant  
3 specifies that the Project must be completed by June 2009; otherwise, the grant funds must  
4 be repaid to BAAQMD.

5 (e) In December 2007, the California Air Resources Board ("CARB") voted to approve a  
6 ~~proposed regulation, which, when effective, will require five ports in California, including the~~  
7 Port of San Francisco, to phase in shoreside power for certain vessels including cruise ships  
8 beginning in the year 2014.

9 (f) Carl Moyer Program grant funds cannot be used to fund projects that are required  
10 by law. Since CARB adopted a regulation requiring shoreside power to be phased in  
11 beginning 2014, the Port must install its grant-funded Project by mid-2009, thereby providing  
12 for an operational shoreside power facility at least four years in advance of state  
13 requirements, in order to achieve Carl Moyer Program emission reduction requirements.

14 (g) The Project will reduce the emission of air pollutants by each typical cruise ship that  
15 connects, by approximately:

16 140 lbs diesel particulate matter ("PM"),

17 0.87 tons nitrogen oxides ("NOx"), and

18 1.3 tons sulfur oxides ("SOx");

19 thereby improving San Francisco's air quality and enhancing the public health and welfare of  
20 all San Franciscans and creating other significant public benefits.

21 Additionally, each ship that connects will reduce the consumption of fossil fuels by  
22 approximately 16 tons, resulting in a reduction of carbon dioxide emissions of approximately  
23 19.7 tons, thereby reducing the amount of the City's greenhouse gas emissions.

1 (h) Princess Cruise Lines, as the only cruise ship company that has designed and  
2 constructed shoreside power facilities for cruise ships, has unique experience in the  
3 development of shoreside power equipment and is uniquely qualified as a Carl Moyer  
4 Program grantee to participate in this Project. Princess Cruise Lines utilizes Cochran, Inc., a  
5 Seattle-based electrical engineering contractor, to design and install shoreside power  
6 installations.

7 (i) All other major cruise lines, through the International Council of Cruise Lines  
8 ("ICCL"), in order to maximize compatibility among the various ships and cruise companies,  
9 have agreed to adopt the Princess design for shoreside power as the industry standard.

10 (j) Any delay in installing the shoreside power equipment increases the risk of losing  
11 the Carl Moyer Program grant funds.

12 (k) The Port proposes to enter into an agreement with Princess Cruise Lines, under  
13 which ~~Princess Cruise Lines~~ the Port shall seek reimbursement of funds not to exceed \$1.9  
14 million from BAAQMD through the Carl Moyer Program for Project costs, and Princess Cruise  
15 Lines will assist the Port by working with Cochran to test and certify that the shoreside power  
16 equipment functions properly with Princess' cruise vessels. The estimated cost of the project,  
17 including contingencies is \$3.6 million, thereby exceeding the Carl Moyer Program grant  
18 amount by \$1.7 million. The Port proposes to enter into a Memorandum of Understanding  
19 ("MOU") with the San Francisco Public Utilities Commission ("SFPUC") for SFPUC funding of  
20 the remainder of Project costs of \$1.7 million.

21 (l) The Port and SFPUC staff are ~~examining methods of~~ pursuing engineering and  
22 dividing construction of the shoreside power project into two distinct phases: one that involves  
23 the specialized shoreside power equipment that ~~could~~ will be executed by ~~Princess Cruise~~  
24 Lines the Port of San Francisco with BAAQMD funds and SFPUC funds ~~(the "BAAQMD-~~

1 funded phase") through a contract with Cochran, Inc., and another that involves upgrading  
2 SFPUC-owned electrical power supply to the shoreside power system and could which will be  
3 executed by the SFPUC and its current, as-needed construction contractors, utilizing SFPUC  
4 funds (the "SFPUC-funded phase"). ~~City staff have not yet concluded whether t~~This  
5 approach will deliver an operational project by mid-2009.

6 ~~(m) Subject to the Port Director's determination that it is economically or technically~~  
7 ~~infeasible to complete the SFPUC-funded phase of the Project utilizing a current City-certified~~  
8 ~~contractor, the Board of Supervisors hereby authorizes the Executive Director of the Port to~~  
9 ~~execute an agreement with Cochran, Inc. to install shoreside power equipment at Piers 27~~  
10 ~~and 29 of the Port of San Francisco for an amount not to exceed \$3,200,000 the Port of San~~  
11 ~~Francisco wishes to enter into an agreement with Cochran, Inc. for the purchase and~~  
12 ~~installation of shoreside power equipment at Piers 27 and 29 of the Port of San Francisco, for~~  
13 ~~an amount not to exceed \$1,700,000 dollars from the City and an additional amount of~~  
14 ~~\$1,900,000 to be separately provided by Princess Cruise Lines the Port of San Francisco from~~  
15 ~~the BAAQMD Carl Moyer Program grant, such agreement to be substantially in the form of the~~  
16 ~~agreement on file with the Clerk of the Board of Supervisors in File No. 080566~~  
17 (the "Agreement") which is incorporated herein by reference.

18 (n) ~~At the discretion of the Executive Director of the Port, t~~the Agreement shall may  
19 waive either party's right to seek incidental, consequential, special, punitive, or exemplary  
20 damages from the other.

21 (o) The City's Planning Department has issued a Categorical Exemption dated March  
22 13, 2008, for this project in accordance with the California Environmental Quality Act  
23 (California Public Resources Code sections 21000 et seq.). Said determination is on file with  
24  
25

1 the Clerk of the Board of Supervisors in File No. 2008.030E and is incorporated herein by  
2 reference.

3 Section 2. Subject to the Port Director's determination that it is economically or  
4 technically infeasible to complete the SFPUC-funded phase of the Project utilizing a current  
5 City-certified contractor, the Board of Supervisors hereby exempts the Agreement from the  
6 ~~contracting requirements of the Administrative Code and Environment Code, including,~~

7 without limitation, Chapters 6, 12C, 12P, 12Q, and 14A, 14B, and 21 of the Administrative  
8 Code and Chapters, 2, 5, and 8 of the Environment Code except to the extent the Agreement  
9 obligates Cochran, Inc. as contractor, to satisfy such requirements, and hereby authorizes the  
10 Executive Director of the Port, or her designee, to execute the Agreement, on behalf of the  
11 City, substantially in form of the agreement on file with the Clerk of the Board, in File No.

12 080566.

13 Section 3. The Board of Supervisors hereby authorizes the Executive Director or her  
14 designee to enter into any additions, amendments or other modifications to the Agreement  
15 that the Executive Director, in consultation with the City Attorney, determines are in the best  
16 interests of the City, do not increase the amount of the Agreement or otherwise do not  
17 materially increase the obligations or liabilities of the City and are necessary or advisable to  
18 complete the Project contemplated by the Agreement and effectuate the purpose and intent of  
19 this Ordinance.

20  
21 APPROVED AS TO FORM:  
22 DENNIS J. HERRERA, City Attorney

23 By:   
24 ROBERT A. BRYAN  
25 Deputy City Attorney



# City and County of San Francisco

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

## Tails

## Ordinance

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**File Number:** 080566

**Date Passed:**

Ordinance authorizing the Executive Director of the Port to execute an agreement with Cochran, Inc. to install shoreside power equipment at Piers 27 and 29 of the Port of San Francisco for an amount not to exceed \$1,700,000 from the City and an additional \$1,900,000 to be separately provided by Princess Cruise Lines from the Bay Area Air Management District Carl Moyer Program grant and exempting the agreement from the contracting requirements of the Administrative Code and Environment Code.

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July 8, 2008 Board of Supervisors — PASSED ON FIRST READING

Ayes: 10 - Alioto-Pier, Chu, Daly, Dufty, Elsbernd, Maxwell, McGoldrick,  
Mirkarimi, Peskin, Sandoval  
Excused: 1 - Ammiano

July 16, 2008 Board of Supervisors — FINALLY PASSED

Ayes: 11 - Alioto-Pier, Ammiano, Chu, Daly, Dufty, Elsbernd, Maxwell,  
McGoldrick, Mirkarimi, Peskin, Sandoval

File No. 080566

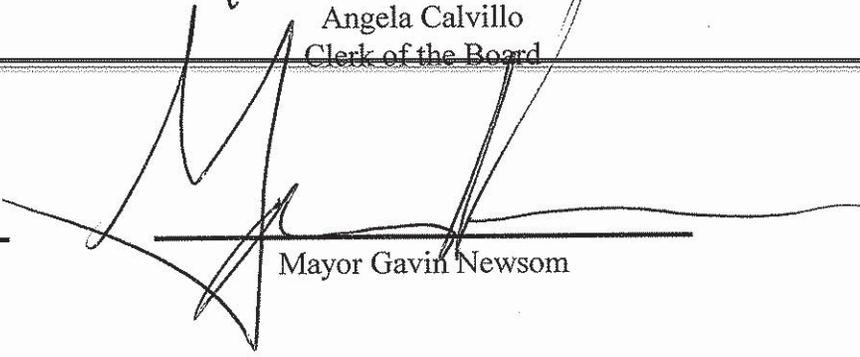
I hereby certify that the foregoing Ordinance  
was **FINALLY PASSED** on July 16, 2008 by  
the Board of Supervisors of the City and  
County of San Francisco.



Angela Calvillo  
Clerk of the Board

7-21-08

Date Approved



Mayor Gavin Newsom

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

Department: PORT -- PRTDept. Code: PRTType of Request:  Initial  Modification of an existing PSC (PSC # \_\_\_\_\_)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: Professional Services: Pier 27/29 Shoreside Power SystemFunding Source: Port Operating BudgetPSC Duration: 4 years 1 dayPSC Amount: \$280,000**1. Description of Work**

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

The Port of San Francisco maintains a shoreside power system at Pier 27/29. The shoreside power connection allows cruise ships that come into port to be connected to the City's high voltage electrical grid. Cochran Marine is the sole contractor in North America who has provided complete turnkey installations of this system. The requested Personal Services Contract will provide annual testing and re-commissioning of the shoreside power equipment at Pier 27/29.

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

In operating this system, special care must be taken so as not to upset the flow of electricity in the City grid and not to disturb the generation of electricity on board the docking cruise ship. A mistake in operations of this system could be disastrous to the cruise ship, its passengers, and to the customers in the City's electrical grid. The annual testing and re-commissioning of the equipment guarantees that the system is operating properly.

## 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.

In the past the testing and re-commissioning of the system was provided as part of the original purchase price of the system and a stand-alone one year contract.

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

The contract may be renewed based on 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.

## B. Explain the qualifying circumstances:

The services provided through this contract are highly specialized electrical engineering services on a proprietary system created by the contractor. The services are required by the International Electro-technical Commission in order to allow cruise ships to connect to the City's high voltage electrical grid. A sole source waiver has been granted for this project by the Office of Contract Administration and Contract Monitoring Division.

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

A. Specify required skills and/or expertise: The work associated with this project is highly specialized electrical engineering and computer programming related to a proprietary system owned by the contractor.

B. Which, if any, civil service class(es) normally perform(s) this work? 6250, Chief Electrical Inspector; 7287, Sprv Electronic Main Tech;

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. These services can only be provided by the contractor as the system is proprietary. A sole source waiver has been granted for this project by the Office of Contract Administration and Contract Monitoring Division.

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

A. Explain why civil service classes are not applicable.

The work is short term electrical testing and re-commissioning work on a proprietary system owned by the contractor. A sole source waiver has been obtained for this project from the Office of Contract Administration and Contract Monitoring Division.

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 work is short term and requires proprietary knowledge of the contractor's shoreside power system.

**6. Additional Information**

A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
No. The contractor will be providing highly specialized electrical engineering and computer programming related to a proprietary system owned by the contractor. City employees will not perform any services related to this work.

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

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.

**7. Union Notification:** On 09/08/2017, the Department notified the following employee organizations of this PSC/RFP request:  
Electrical Workers, Local 6

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

Name: Lavena Holmes Phone: 415-274-0305 Email: lavena.holmes@sfport.com

Address: Pier 1, The Embarcadero San Francisco, CA 94111

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 48886 - 17/18

DHR Analysis/Recommendation:

action date: 11/20/2017

Commission Approval Required

Approved by Civil Service Commission

11/20/2017 DHR Approved for 11/20/2017

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: Hosted Short Messaging Service Solution and Implementation and Integration Services

Funding Source: General Funding

PSC Duration: 5 years

PSC Amount: \$5,000,000

**1. Description of Work**

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

The contractor will provide the Department of Public Health (DPH), with an integrated Short Messaging Service (SMS) text messaging platform, associated implementation, hosting (as applicable) and maintenance services. The application will be integrated with the Epic Electronic Health Records System (EHR) currently in use by the Department. One of the goals of the new integrated system is real-time communication with patients, which has become vital during the COVID-19 pandemic response and is projected to be a key tool in future patient and provider communication. The contractor's application will provide essential functions such as real time ability for patient appointment reminders, quick reminders and updates such as earlier available appointments, incoming text message responses, touch free patient arrival workflows, family and friends notifications, event triggered updates for urgent care, Epic MyChart tickler messages, instant activation codes, surgical case reminders and surgery updates. The Department prefers a solution with out-of-the-box capabilities to support the DPH and Epic EHR.

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

The services are necessary in order to bring a higher standard of service and increased functionality to patients of the Department of Public Health. As patients' expectations regarding how they interact with their health care providers continue to evolve, the Department needs to continually find ways to improve the effectiveness of care and the delivery of care. Specifically, during the pandemic, there have been challenges for patients and providers seeking in-person visits, and appointment reminders. Inefficient scheduling of appointments and visits for patients and providers may adversely impact patient care and cause disruptions for the hospital and its patients.

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.

Specialized application implementation services for EHR systems have been provided under PSC #48637-17/18.

D. Will the contract(s) be renewed?

Yes, 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.

N/A

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

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

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

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

B. Explain the qualifying circumstances:

Short-term or capital projects requiring diverse skills, expertise and/or knowledge: The Department does not in the normal course of business, develop highly specialized healthcare applications which need to be integrated with the Electronic Health Record. Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator): The selected contractor will provide a highly reliable, Health Insurance Portability and Accountability Act (HIPAA) compliant environment to fully host the application.

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

- A. Specify required skills and/or expertise: Contractor must have a commercially available SMS application for use with the Epic Electronic Health Record system; Contractor must have prior experience in successfully integrating their platform with Epic to provide an SMS Web application programming interface (API) solution at scale, and be able to provide a speedy implementation and be able to comply with security, and healthcare standards.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1042, IS Engineer-Journey; 1043, IS Engineer-Senior; 1044, IS Engineer-Principal; 1052, IS Business Analyst; 1053, IS Business Analyst-Senior; 1054, IS Business Analyst-Principal; 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; 9976, 9976; 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 contractor will provide and maintain a fully-hosted, secure, highly reliable, HIPAA compliant, and fully hosted (web) environment for the application. Contractor will also provide or utilize proprietary software or methods to assist in implementing a comprehensive and fully integrated solution.

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

It is not practical nor is it operationally feasible for the department to develop, test, and deploy a fully integrated healthcare focused, SMS messaging system. City resources will be utilized in the implementation phases and for the day-to-day maintenance and support services once the selected system is in full production status.

**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 due to the proprietary nature of the systems and the specific knowledge required to bring this new technology to full production status in the DPH environment. It is also necessary to augment existing DPH information systems positions with contractual support services to complete the healthcare business project deliverables, due to DPH's specific customization needs. Civil service staff will work with the contractor in order to obtain the necessary knowledge for the day-to-day maintenance of the application. Further, in order to preserve the various software warranties on the proprietary software, application providers typically require support services to be performed by their own employees or their authorized agents.
- 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 is not practical to adopt a new civil service class because the new class would need to develop the relevant application, gather all the resources and or data to populate the application.

**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 selected contractor will provide as-needed training in the use of the system as required. Employees which may receive training may include the Information Technology (IT) classes tasked with the operation and implementation of the system, and clinical and support staff that may use the system. A formal training plan will be dependent on the outcome of negotiations with the contractor and the selected solution.
- 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 10/25/2021, 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: Arlene Lee Phone: 415-554-2938 Email: arlene.lee@sfdph.org

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 40733 - 21/22

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 12/20/2021

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

## Lee, Arlene (DPH)

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**From:** dhr-psccordinator@sfgov.org on behalf of arlene.lee@sfdph.org  
**Sent:** Monday, October 25, 2021 7:36 PM  
**To:** Lee, Arlene (DPH); Laxamana, Junko (BOS); WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Li, Joanna (DPH); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 40733 - 21/22

RECEIPT for Union Notification for PSC 40733 - 21/22 more than \$100k

The PUBLIC HEALTH -- DPH has submitted a request for a Personal Services Contract (PSC) 40733 - 21/22 for \$5,000,000 for Initial Request services for the period 12/01/2021 – 11/30/2026. 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/17266> 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 # 48637 - 17/18)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: Comprehensive Services in Support of the Department of Health Electronic Health Record ProjectFunding Source: General FundsPSC Original Approved Amount: \$200,000,000PSC Original Approved Duration: 01/01/18 - 12/31/27 (10 years 1 day)PSC Mod#1 Amount: no amount addedPSC Mod#1 Duration: no duration addedPSC Cumulative Amount Proposed: \$200,000,000PSC Cumulative Duration Proposed: 10 years 1 day**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

The contractor(s) will provide design, build, implementation, custom programing & development, project management, change management, training, maintenance, and consulting services for the San Francisco Department of Public Health Electronic Health Record project (SFDPH EHR). The SFDPH EHR project will replace and consolidate current legacy EHR systems with one single integrated application that will provide clinical (inpatient, ambulatory, long term care, jail health, behavioral health, pharmacy, other clinical sub-specialties, financial (revenue and billing), and analytics and reporting in an modern and integrated application.

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

The services are necessary because the current systems are approaching end of life status, and the Department must replace and integrate the various systems in order to remain competitive in the marketplace and to continue to deliver high quality care to its patients and clients. Denial of the services will prevent the Department from proceeding with the replacement of current legacy systems, with a resulting decline in patient care, and will put the Department at risk of paying regulatory fines and losing revenue.

**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 the current services are being provided under this PSC. This is a request to modify this PSC in order to specify in detail the areas of services.

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

Yes, if there is need and continued 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:**

No

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

Explain the qualifying circumstances:

The transition to an integrated EHR system is a budgeted project for the Department and has been approved by the Board of Supervisors through the budget process. The Contractor(s) must have staff with the needed knowledge, skills and abilities to develop, implement, and maintain the selected EHR application. The Contractor(s) must have on staff or access to staff with the following expertise: developers, analysts, system administrators, project managers, implementation experts, and other highly skilled professionals in the chosen EHR platform. If required, Contractor staff must possess all necessary certifications to work with the system. In addition, to the required personnel with the specialized knowledge, skills, and abilities the Contractor will also provide the contractor will provide a remote, modern, highly secure, and redundant data centers which will host the application.

B. Reason for the request for modification:

This modification clarifies the original PSC as it relates to implementation, project management, change management, training, maintenance and consulting services for the San Francisco Department of Public Health Electronic Health Record (SFDPH EHR). To clarify, services in this modification includes EPIC EHR go-live activation and adoption plan, resource outline and strategy for managing and supporting SFDPH activities through go-live, evaluate SFDPH's current activation readiness level and provide gap analysis. Evaluation and professional services include end-user training readiness, At-The-Elbow (ATE) support readiness, go-live command center planning, logistical support readiness, service desk triage, incident response, recommendations around the resources needed to execute strategy for both pre- and post-activation, go-live preparation tasks, communication model for go-live activation, demonstrate understanding of issue management structure and service integration plans, document all activities related to go-live and present a comprehensive resource, and manage all ATE Go-Live Resources.

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

- A. Specify required skills and/or expertise: The Contractor(s) must have staff with the needed knowledge, skills and abilities to develop, implement, and maintain the selected EHR application. The Contractor(s) must have on staff or access to staff with the following expertise: developers, analysts, system administrators, project managers, implementation experts, and other highly skilled professionals in the chosen EHR platform. If required Contractor staff must possess all necessary certifications to work with the system.
- 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; 1042, IS Engineer-Journey; 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; 1232, Training Officer; 1244, Senior Personnel Analyst; 1246, Principal Personnel Analyst; 1823, Senior Administrative Analyst; 1824, Pr Administrative Analyst; 2119, Health Care

Analyst; 5214, Building Plans Engineer; 5502, Project Manager 1; 5504, Project Manager 2; 5506, Project Manager 3; 5508, Project Manager 4; 0923, Manager II; 0931, Manager III; 0932, Manager IV; 0933, Manager V; 1244, Senior Human Resources Analyst; 1246, Principal Human Resources Analyst; 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 ;

- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. The contractor will provide a remotely hosted, modern, highly secure platform utilizing redundant data centers to host the 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.  
Civil service classes are not applicable because the services are intermittent, as-needed, and highly specialized. As the new system is implemented and achieves full productive use, civil services classes will assume a larger portion of the duties to develop, operate and maintain the system.
- 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 is not practical to adopt new civil service classes because the services are intermittent, as-needed, and highly specialized. As the new system is implemented and achieves full productive use civil services classes will assume a larger portion of the duties to develop, operate and maintain the system.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
Training for staff for whom proprietary content is required to perform their duties will be provided by the contractor. This includes analysts who will be directly executing configurations that affect the operating environment, managerial staff supervising that work, and principal training staff responsible for maintaining vendor training methodology standards. End-user training will be performed in combination with the contractor, sub-contractors and Department staff. The training methodology will employ a train-the-trainer, distributive model. The methodology utilizes a Principal trainer, to subsequently train an intermediate level of trainers for each module and user-group, who will then train the majority of DPH staff, no sooner than three months prior to go-live. The primary contractor will supply a training calculator upon execution of the contract to clearly define hours of training recommended per job class.. Throughout the course of the agreement the training plan and as well as the larger contract will provide civil service staff with knowledge transfer of highly specialized and relevant knowledge and expertise in developing and operating a modern integrated EHR system.
- 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 10/12/18, 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; Municipal Executive Association; 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. 405, San Francisco, CA 94102

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 48637 - 17/18

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 10/31/2018

## 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: Comprehensive Services in Support of the Department of Health Electronic Health Record ProjectFunding Source: General FundsPSC Duration: 10 years 1 dayPSC Amount: \$200,000,000**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

The contractor(s) will provide design, build, implementation, custom programing & development, project management, change management, training, maintenance, and consulting services for the San Francisco Department of Public Health Electronic Health Record project (SFDPH EHR). The SFDPH EHR project will replace and consolidate current legacy EHR systems with one single integrated application that will provide clinical (inpatient, ambulatory, long term care, jail health, behavioral health, pharmacy, other clinical sub-specialties, financial (revenue and billing), and analytics and reporting in an modern and integrated application.

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

The services are necessary because the current systems are approaching end of life status, and the Department must replace and integrate the various systems in order to remain competitive in the marketplace and to continue to deliver high quality care to its patients and clients. Denial of the services will prevent the Department from proceeding with the replacement of current legacy systems, with a resulting decline in patient care, and will put the Department at risk of paying regulatory fines and losing revenue.

**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?**

Yes, if there is need and continued 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.**

The term of this PSC is 10 years because the contract that will be awarded will be a 10 year contract. The Department has established a 10 year plan to accurately capture the total cost of ownership of the new system and has based the project budget on a 10 year model.

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

**B. Explain the qualifying circumstances:**

The transition to an integrated EHR system is a budgeted project for the Department and has been approved by the Board of Supervisors through the budget process. The Contractor(s) must have staff with the needed knowledge, skills and abilities to develop, implement, and maintain the selected EHR application. The Contractor(s) must have on staff or access to staff with the following expertise: developers, analysts, system administrators, project managers, implementation experts, and other highly skilled professionals in the chosen EHR platform. If required, Contractor staff must possess all necessary certifications to work with the system. In addition, to the required personnel with the

specialized knowledge, skills, and abilities the Contractor will also provide the contractor will provide a remote, modern, highly secure, and redundant data centers which will host the application.

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

- A. Specify required skills and/or expertise: The Contractor(s) must have staff with the needed knowledge, skills and abilities to develop, implement, and maintain the selected EHR application. The Contractor(s) must have on staff or access to staff with the following expertise: developers, analysts, system administrators, project managers, implementation experts, and other highly skilled professionals in the chosen EHR platform. If required Contractor staff must possess all necessary certifications to work with the system.
- 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; 1042, IS Engineer-Journey; 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; 1232, Training Officer; 1244, Senior Personnel Analyst; 1246, Principal Personnel Analyst; 1823, Senior Administrative Analyst; 1824, Pr Administrative Analyst; 2119, Health Care Analyst; 5214, Building Plans Engineer; 5502, Project Manager 1; 5504, Project Manager 2; 5506, Project Manager 3; 5508, Project Manager 4; 0923, Manager II; 0931, Manager III; 0932, Manager IV; 0933, Manager V; 1244, Senior Human Resources Analyst; 1246, Principal Human Resources Analyst; 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 ;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. The contractor will provide a remotely hosted, modern, highly secure platform utilizing redundant data centers to host the 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.  
Civil service classes are not applicable because the services are intermittent, as-needed, and highly specialized. As the new system is implemented and achieves full productive use, civil services classes will assume a larger portion of the duties to develop, operate and maintain the system.
- 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 is not practical to adopt new civil service classes because the services are intermittent, as-needed, and highly specialized. As the new system is implemented and achieves full productive use civil services classes will assume a larger portion of the duties to develop, operate and maintain the system.

### **6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.  
Yes. Training for staff for whom proprietary content is required to perform their duties will be provided by the contractor. This includes analysts who will be directly executing configurations that affect the operating environment, managerial staff supervising that work, and principal training staff responsible for maintaining vendor training methodology standards. End-user training will be performed in combination with the contractor, sub-contractors and Department staff. The training methodology will employ a train-the-trainer, distributive model. The methodology utilizes a Principle trainer, to subsequently train an intermediate level of trainers for each module and user-group, who will then train the majority of DPH staff, no sooner than three months prior to go-live. The primary contractor will supply a training calculator upon execution of the contract to clearly define hours of training recommended per job class; current, invalidated estimates are averaged at 19 hours of training per person, see attachment 1 (Attachment 1 to PSC 48637 - 17/18 (Estimated End-User Training Tours by Job Class.pdf) for average hours per job

class. This calculation will inform the number of intermediate level instructors needed. Throughout the course of the agreement the training plan and as well as the larger contract will provide civil service staff with knowledge transfer of highly specialized and relevant knowledge and expertise in developing and operating a modern integrated EHR system.

- 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 09/25/2017, the Department notified the following employee organizations of this PSC/RFP request:  
Architect & Engineers, Local 21; Management & Superv Local 21; Municipal Executive Association; 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 St. Rm. 405 San Francisco, CA 94102

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 48637 - 17/18

DHR Analysis/Recommendation:

action date: 11/20/2017

Commission Approval Required

Approved by Civil Service Commission

11/20/2017 DHR Approved for 11/20/2017

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: Graphic Design and Document Production (PRO.0219)

Funding Source: Departmental Funds

PSC Duration: 5 years

PSC Amount: \$600,000

**1. Description of Work**

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

The work will involve developing cover and interior theme concepts and designs for each book, laying out content provided by the SFPUC budget team into the book, formatting charts, graphs and tables, producing the document so it is suitable for both web and print.

This will be a short term project, with services needed for approximately 3-5 months every other year, and 3 months every year as the Biennial budget is only issued every other year.

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

The SFPUC finance team is revamping its reporting and would like these important, public reports to be more user-friendly, professional-looking and easy to read and find information about the SFPUC and its finances and budget. In addition, we anticipate that the books will mostly be read online, so we want to create a web-optimized version that is easy to navigate on a computer or smartphone. The skills and resources do not exist within the SFPUC or City to be able to perform this work in the timeframe required. In addition, given the short-term nature of the project and the fact the budget books are only needed every 2 years, it doesn't make sense to hire a permanent staff member(s) for this work. The consequences of denial would be that we would not be able to have professionally designed documents that achieve our goals of improving the accessibility of information about the SFPUC's finances to the general public and ratepayers.

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, the service was provided for the last SFPUC budget book under a PSC and the document was excellent, even winning an award. It had been previously managed within the team using Microsoft Word. In the past, publications have been dense, difficult to navigate, and lacked professional design or layout.

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.

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:

This work is so short-term and intermittently needed that it doesn't make sense to build internal capacity. It's outside the scope of our normal work.

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

- A. Specify required skills and/or expertise: Graphic design, document production and layout skills. Specialized software technical skills.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5322, Graphic Artist; 5330, Graphics Supervisor;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, they will use computers specially geared for graphic design work and software programs such as InDesign which we do not have.

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

We have spoken with the SFPUC Communications Team who agreed it made more sense to contract out this work given the scope and the timeframe.

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

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

**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. Training will not be provided.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

**7. Union Notification:** On 09/21/2021, 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; SEIU 1021 Miscellaneous; SEIU Local 1021

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

Name: Daniel Kwon Phone: 415-934-5722 Email: dkwon@sfgwater.org

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 40507 - 21/22

DHR Analysis/Recommendation:  
Commission Approval Required  
DHR Approved for 12/20/2021

Civil Service Commission Action:

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

**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [dkwon@sfgwater.org](mailto:dkwon@sfgwater.org)  
**To:** [Kwon, Daniel](mailto:Kwon, Daniel); [sarah.wilson@seiu1021.org](mailto:sarah.wilson@seiu1021.org); [thomas.vitale@seiu1021.org](mailto:thomas.vitale@seiu1021.org); [Sandeep.lal@seiu1021.me](mailto:Sandeep.lal@seiu1021.me); [leah.berlanga@seiu1021.org](mailto:leah.berlanga@seiu1021.org); [noah.frigault@sfgov.org](mailto:noah.frigault@sfgov.org); [Julie.Meyers@sfgov.org](mailto:Julie.Meyers@sfgov.org); [Ricardo.lopez@sfgov.org](mailto:Ricardo.lopez@sfgov.org); [Basconcello, Kathy](mailto:Basconcello, Kathy); [pcamarillo\\_seiu@sbcglobal.net](mailto:pcamarillo_seiu@sbcglobal.net); [Wendy.Frigillana@seiu1021.org](mailto:Wendy.Frigillana@seiu1021.org); [pscreview@seiu1021.org](mailto:pscreview@seiu1021.org); [ted.zarzecki@seiu1021.net](mailto:ted.zarzecki@seiu1021.net); [davidmkersten@gmail.com](mailto:davidmkersten@gmail.com); [xiumin.li@seiu1021.org](mailto:xiumin.li@seiu1021.org); [Sin.Yee.Poon@sfgov.org](mailto:Sin.Yee.Poon@sfgov.org); [david.canham@seiu1021.org](mailto:david.canham@seiu1021.org); [jtanner940@aol.com](mailto:jtanner940@aol.com); [Laxamana, Junko \(BOS\)](mailto:Laxamana, Junko (BOS)); [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); [Kwon, Daniel](mailto:Kwon, Daniel); [DHR-PSCCoordinator, DHR \(HRD\)](mailto:DHR-PSCCoordinator, DHR (HRD))  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 40507 - 21/22  
**Date:** Tuesday, September 21, 2021 1:40:25 PM

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

RECEIPT for Union Notification for PSC 40507 - 21/22 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 40507 - 21/22 for \$600,000 for Initial Request services for the period 06/01/2022 – 05/31/2027. 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/17353> 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: FY 20-21 and 21-22 Budget and Capital Book(CS-1222)

Funding Source: SFPUC Operating Budget - Business Services

PSC Duration: 11 weeks 1 hour

PSC Amount: \$50,000

**1. Description of Work**

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

Graphic design and document production work for the SFPUC's Budget Book (approx 300 pages) and Capital Budget Book (approx 200 pages). The work will involve developing cover and interior theme concepts and designs for each book, laying out content provided by the SFPUC budget team into the book, formatting charts, graphs and tables, producing the document so it is suitable for both web and print.

This will be a short term project, with services needed for approximately 2-3 months, and only every other year.

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

The SFPUC budget team is re-vamping its reporting and would like these important, public reports to be more user-friendly, professional-looking and easy to read and find information about the SFPUC and its budget. In addition, we anticipate that this year the books will mostly be read online, so we want to create a web optimized version that it easy to navigate on a computer or smart phone. The skills and resources do not exist within the SFPUC or City to be able to perform this work in the timeframe required. In addition, given the short term nature of the project and the fact we only need it every 2 years, it doesn't make sense to hire a permanent staff member(s) for this work. The consequences of denial would be that we would not be able to have a professionally designed budget book and capital book that achieves our goals of improving the accesibility of information about the SFPUC's finances to the general public and ratepayers.

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.

No, this will be the first time the SFPUC budget documents will be professionally produced. It has been previously managed within the team using Microsoft Word. In the past, publications have been dense, difficult to navigate and lacked professional design or layout. We want to improve this.

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.

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 skills and resources do not exist within the SFPUC or City to be able to perform this work in the timeframe required. In addition, given the short term nature (2-3 months) of the project and the fact we only need it every 2 years, it doesn't make sense to hire a permanent staff member(s) for this work.

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

- A. Specify required skills and/or expertise: Graphic design, document production and layout skills. Specialized software technical skills.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5322, Graphic Artist; 5330, Graphics Supervisor;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, they will use computers specially geared for graphic design work and software programs such as inDesign which we do not have.

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

We have spoken with the SFPUC communications team who agreed it made more sense to contract out this work given the scope and the timeframe.

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

- A. Explain why civil service classes are not applicable.  
The work is very short term, 2-3 months of work and only needed every 2 years. In addition, the intense nature of the work and short time frame for delivery would require more than one person to be working at one time - so at least 2 headcount would be needed to perform this work. Existing staff do not have the capacity to support this work. It does not make sense to hire PCS's to perform this work. The Mayor's Office also produces a budget book annually, and hires a contractor to support them with this graphics and document production work- this is the exact nature of the contract that SFPUC is seeking to procure. The Mayor's Office contract has been approved for many years.
- 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 work is very short term, 2-3 months of work and only needed every 2 years.

**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. Training will not be provided.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

- 7. Union Notification:** On 10/15/2020, 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; SEIU 1021 Miscellaneous; SEIU Local 1021

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@sfgwater.org

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

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 30262 - 20/21

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 10/29/2020

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: Landfill Disposal Services for Grit and Biosolids

Funding Source: Wastewater Enterprise Operations Budget

PSC Duration: 5 years

PSC Amount: \$4,000,000

**1. Description of Work**

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

This contract entails the disposal of grit separated from wastewater influent at the City's wastewater treatment plants. These treatment plants produce approximately 3,000 wet tons of grit annually. The grit is mainly separated from the wastewater influent before the treatment process and must be disposed of in a landfill. In the event of operational issues at the treatment plant where Biosolids cannot be reused, they must be disposed of in a landfill. These materials are hauled to landfill via a separate contract. This contract pays for the landfill disposal costs of these materials. This contract only provides access to a landfill for these materials, it performs no other services involved with these materials other than their disposal.

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

This service is critical for the proper functioning of the City's wastewater treatment plants. The treatment plants do not have onsite storage grit or biosolids. Grit separated out from the influent must be removed from the plant and sent to a disposal location. Biosolids which do not meet reuse requirements must be disposed of. Denial of this service would be disrupting a vital operation that occurs on a weekly basis.

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?

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.

This PSC will be for five years. The city will need this service indefinitely and therefore a long term contract is being sought. Rebidding the contract more frequently takes up resources and generally results in higher costs to the City.

**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:

This contract is necessary for the landfill disposal of materials generated by the City's wastewater treatment plants. The City does not possess a permitted landfill and therefore these services must be obtained through a contract.

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

A. Specify required skills and/or expertise: The use of landfills for disposal requires a contract with a landfill or landfill broker.

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, the contractor provides a permitted landfill.

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

The City does not possess a permitted landfill and therefore these services must be contracted out. No effort has been made to obtain these services with City owned resources.

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

A. Explain why civil service classes are not applicable.

The scope cannot be performed by civil service staff because Wastewater Enterprise does not have the requisite facility.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. It would not be feasible as landfill disposal is not a service staff can perform without the requisite landfill facility.

**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 is no immediate plan for City and County employees to perform this work as the Wastewater Enterprise does not possess a landfill necessary for the execution of this contract.

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 10/25/2021, 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@sfgwater.org

Address: 525 Golden Gate Ave 8th FL San Francisco, CA 94102

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 45302 - 21/22

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 12/20/2021

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

**From:** [dhr-psccoordinator@sfgov.org](mailto:dhr-psccoordinator@sfgov.org) on behalf of [shale@sfwater.org](mailto:shale@sfwater.org)  
**To:** [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.](mailto:Hale,Shawndrea.M.;snaranjo@cirseiu.org;mdennis@twusf.org;rmarenco@twusf.org;pwilson@twusf.org;cmoyer@nccrc.org;noah.frigault@sfgov.org;sfdpoa@icloud.com;Mjayne@iam1414.org;Emanuel.Rachel(DEM);laborers261@gmail.com;Laxamana_Junko(BOS);jennifer.esteen@seiu1021.org;emathurin@cirseiu.org;abush@cirseiu.org;sbabaria@cirseiu.org;anthony@dc16.us;mlobre@sfpoa.org;tracym@sfpoa.org;mleach@ibt856.org;rooferslocal40@gmail.com;sal@local16.org;Criss@sfmea.com;Julie.Meyers@sfgov.org;seichenberger@local39.org;Camaguey@sfmea.com;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;Basconillo,Kathy;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@sfflocal798.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;Sin.Yee.Poon@sfgov.org;smcgarry@nccrc.org;rmitchell@twusf.org;grojo@local39.org;jduritz@uapd.com;staff@sfmea.com;mike@dc16.us;khughes@ibew6.org;L21PSCReview@ifpte21.org;sfsmsa@gmail.com;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;Hale,Shawndrea.M.;dhr-psccoordinator@sfgov.org</a><br/><b>Subject:</b> Receipt of Notice for new PCS over $100K PSC # 45302 - 21/22<br/><b>Date:</b> Monday, October 25, 2021 2:08:55 PM</p><hr/></div><div data-bbox=)

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RECEIPT for Union Notification for PSC 45302 - 21/22 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 45302 - 21/22 for \$4,000,000 for Initial Request services for the period 03/01/2022 – 02/28/2027. 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/17471> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT

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

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW

Dept. Code: DPW

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

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

Type of Service: Coaching Professional Development Services

Funding Source: Determined on a contract-by-contract basis

PSC Duration: 5 years

PSC Amount: \$1,000,000

**1. Description of Work**

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

Consultant will assist San Francisco Public Works (SFPW) with executive leadership coaching and provide strategic management training on a range of topics, broadly divided into 4 Service Areas listed below, to aid in the improvement of the following areas: (1) Strengthen executive presence and self-awareness; (2) Provide coaching to help recognize derailment behaviors that can have negative impacts on individual or team work relationships. (3) Enhance emotional intelligence by building individual communication and leadership styles/skills; (4) Build framework for establishing goals, setting expectations, and how to address real-world situation; (5) Establish a culture of accountability for achieving behavioral changes and organizational goals.

Service Area 1: Individualized Executive Leadership Coaching and Strategic Management Training

Service Area 2: Leadership, Management, and Employee Development Training

Service Area 3: Strategic Planning, Training and Facilitation

Service Area 4: Negotiation, Mediation, and Partnering Training

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

Public Works executive management does not have access to career development skills to help enhance employee engagement, strengthen leadership capabilities and professional development to help achieve and implement actions towards organizational goals. Consequences of denial will prevent the department to help develop management skills of incumbent and emerging leaders within the Department to maintain productive working relationships among Executive Team and throughout the 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.

Similar scope of services has been provided in the past and granted by the Civil Service Commission PSC 48499-14/15 and the Department of Human Resources for PSC #34865-1819 Executive Leadership Coaching and Professional Management Development

D. Will the contract(s) be renewed?

Yes, if there is a continued need for the service.

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

- B. Explain the qualifying circumstances:  
Services require specialized skills and expertise of Consultant

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

- A. Specify required skills and/or expertise: 1. Specialized and current industry trends and methods in workforce and professional development, executive leadership coaching and strategic management training. 2. Knowledge in 360-degree leadership assessment and feedback report
- B. Which, if any, civil service class(es) normally perform(s) this work? 1232, Training Officer; 1246, Principal Personnel Analyst; 0922, Manager I; 1246, Principal Human Resources Analyst;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No

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

We have checked with the Department of Human Resources and other City departments with training divisions who confirmed that the City does not currently have a viable city resource and contracting is currently the only way to secure the services.

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

- A. Explain why civil service classes are not applicable.  
There are currently no employees with the knowledge, skills, training and certification to perform the coaching, leadership and professional development assessments that the Consultant can provide.
- 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 work is short term and requires specialized skills.

**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. The Consultant will provide strategic management training, team building, change management, leadership development and assessment and coaching to supervisors, managers and senior staff. Further training and development based on the assessment and coaching will be provided through the employee's supervisor, manager, or other training resources. Employees will receive meeting, feedback report, and coaching sessions to identify development goals. The training may consist of classroom workshops or seminars, including on-the job and online training delivered intermittently and on as-needed basis for the following Service Areas. The goal is to provide staff at least five to ten hours of continuing education/training/support. Please see Attachment 1 Training 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 10/13/2021, the Department notified the following employee organizations of this PSC/RFP**

request:

Management & Superv Local 21; Municipal Executive Association; 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: 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# 41195 - 21/22

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 12/20/2021

# **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 \(DPW\); amakayan@ifpte21.org; Laxamana, Junko \(BOS\); Criss@sfmea.com; camaguey@sfmea.com \(contact\); Christina@sfmea.com; staff@sfmea.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Macaranas, Belle \(DPW\); DHR-PSCCoordinator, DHR \(HRD\)](mailto:Burns, Alexander (DPW); amakayan@ifpte21.org; Laxamana, Junko (BOS); Criss@sfmea.com; camaguey@sfmea.com (contact); Christina@sfmea.com; staff@sfmea.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Macaranas, Belle (DPW); DHR-PSCCoordinator, DHR (HRD))  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 41195 - 21/22  
**Date:** Wednesday, October 13, 2021 1:45:43 PM

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RECEIPT for Union Notification for PSC 41195 - 21/22 more than \$100k

The GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW has submitted a request for a Personal Services Contract (PSC) 41195 - 21/22 for \$1,000,000 for Initial Request services for the period 11/08/2021 – 11/07/2026. 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/17435> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT

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

# **Additional Attachment(s)**

## PSC 41195-2122 Attachment 1 – Training Services

Describe the training and indicate approximate number of hours. (character limit: 68):  
Indicate occupational type of City and County employees to receive training (i.e., clerks, civil engineers, etc. ) and approximate number to be trained.

*The Consultant will provide strategic management training, team building, change management, leadership development and assessment and coaching to supervisors, managers and senior staff. . Further training and development based on the assessment and coaching will be provided through the employee's supervisor, manager, or other training resources. Employees will receive meeting, feedback report, and coaching sessions to identify development goals.*

*The training may consist of classroom workshops or seminars, including on-the job and online training delivered intermittently and on as-needed basis for the following Service Areas. The goal is to provide staff at least five to ten hours of continuing education/training/support.*

**Service Area 1: Individualized Executive Leadership Coaching and Strategic Management Training**  
*- Selected Consultant will provide as-needed individualized coaching for senior and managerial staff based on department-specific or City-wide leadership competency models*

**Service Area 2: Leadership, Management, and Employee Development Training** - will include  
*Consultant collaborating with department staff in the development and delivery of innovative seminars, retreats, workshops, and training courses as part of the City-wide management development and employee development programs.*

**Service Area 3: Strategic Planning, Training and Facilitation** - provide Strategic Planning and professional development coaching for technical staffs in Architecture, Engineering, Construction Management, and Project Management divisions.

**Service Area 4: Negotiation, Mediation, and Partnering Training** - provide training to City Staffs in areas of negotiation skills, mediating conflict and partnering in design and construction.



**San Francisco Public Works**  
**Sourcing Event ID 0000002707**

**Request for Qualifications**  
**Coaching and Training Services**

This Solicitation can be viewed at SF City Partner Website:  
<https://sfcitypartner.sfgov.org/pages/index.aspx>

**Date issued: May 28, 2021**  
**Deadline for Questions June 9, 2021**  
**Deadline to Submit Proposals: Thursday, June 17, 2021 – 2:00 PM, PDT**  
**Contract Administrator: Belle Macaranas**  
[ContractAdmin.Staff@sfdpw.org](mailto:ContractAdmin.Staff@sfdpw.org)

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## SECTION 1 - INTRODUCTION & RFQ SCHEDULE

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### 1.1 Definitions

The following definitions apply to this RFQ:

- A. "Local Business Enterprise" (LBE) is a business that is certified as an LBE under SF Administrative Code §14B.3. Only certified Small and Micro-LBEs can be used to satisfy the LBE subcontracting participation goal.
- B. "Proposer" refers to any entity submitting a Proposal to this RFQ, 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 RFQ shall mean the "Statement of Qualifications" submitted in response to this RFQ.
- D. "Resulting Contract" means the contract(s) entered into with the successful Proposer(s) from the established Prequalified Pool.
- E. "Sourcing Event" refers to this solicitation, created and advertised through City's Financials and Procurement System "PeopleSoft." Bidders and Suppliers will post their proposals or bids in PeopleSoft through a Sourcing Event.
- F. "Supplier" refers to the Proposer(s) selected for contract award subsequent to prequalification pursuant to this RFQ, and an approved entity in the City's PeopleSoft System or SF City Partner Website, "Supplier Portal."
- G. "Supplier Portal" refers to the City's Financial and Procurement System, "PeopleSoft" and/or SF City Partner Website.

### 1.2 Introduction

This Request for Qualifications (hereinafter "RFQ" or "Solicitation") is being issued by San Francisco Public Works ("SFPW"), a department of the City and County of San Francisco ("City") seeking qualified firms ("Proposers") to provide proposals for providing leadership development and training services on a range of topics, broadly divided into 4 Service Areas:

- I. Service Area 1: Individualized Executive Leadership Coaching and Strategic Management Training
- II. Service Area 2: Leadership, Management, and Employee Development Training
- III. Service Area 3: Strategic Planning, Training and Facilitation
- IV. Service Area 4: Negotiation, Mediation, and Partnering Training

Proposers must have experience working with municipalities (or similar government agencies) in developing trainings and coaching leaders to work effectively with a diverse workforce and best practices in equitable leadership and leadership for diversity, equity, and inclusion.

The City shall evaluate Proposals to create a prequalified list or pool of Proposers (“Prequalified Pool”). The City may use the Prequalified Pool, at its sole and absolute discretion, to select for negotiation of contracts on an as-needed basis for two (2) years, and up to four (4) years from the prequalification date, if the requirements of San Francisco Administrative Code Section 21.4 (c) (2) are met. Firms prequalified under this RFQ are not guaranteed a contract.

Proposers selected for the Prequalified Pool may work with the San Francisco Public Works and other City departments, as appropriate, upon negotiating direct contracts with each prequalified entity.

City Departments may use any contract awarded pursuant to this RFQ at their absolute discretion throughout the contract term based on their business needs. All City Departments shall be entitled to the same options, pricing matrices, and discounts. Departments shall order services covered by the awarded contract through the issuance of individual Purchase Orders and/or Task Orders which shall be released against the awarded contract during the contract term. Contracts may vary in lengths depending on the Department’s needs. Project specific terms, along with Proposer’s Written Proposal and billing rates shall be incorporated into the Proposed Agreement at the time a Proposer is selected from the Prequalified Pool established pursuant this RFQ to enter into contract negotiations with City.

### 1.3 Selection Overview

Proposers meeting the Minimum Qualifications and scoring a minimum of **70** points for each Service Area shall be added to the Prequalified Pool and eligible for potential contract negotiations (“Resulting Contract”) with the City, on an as-needed basis. A Prequalified Pool list is valid for 2 years but may be extended for up to 2 additional years if re-opened by City in accordance with Section 21.4 of the San Francisco Administrative Code.

**I. For Resulting Contracts that are equal to or less than the Minimum Competitive Amount (currently \$706,000 for general services and \$129,000 for commodities and professional services):**

The City may:

- a. Select highest available ranked (if a ranking was done when the pool was created).
- b. Conduct a Request for Quotes or Request for Proposals to the Prequalified Pool from which to make a selection; or
- c. Select a contractor from the Prequalified Pool without any further solicitation but only upon notifying the Prequalified Pool the services awarded; their cost; and the selected Contractor’s unique qualifications for having been selected without a further solicitation. Such notice must be retained for 3 years.

**II. For Resulting Contracts that are greater than the Minimum Competitive Amount (currently \$706,000 for general services and \$129,000 for commodities and professional services):**

The City may:

- a. Select highest available ranked (if a ranking was done when the pool was created); or
- b. Conduct a Request for Quotes or Request for Proposals to the Prequalified Pool.

#### **1.4 Anticipated Term of Contracts Awarded Pursuant to this RFQ**

A Resulting Contract awarded to Proposers, selected from the Prequalified Pool, established pursuant to this RFQ shall be non-exclusive, with an original term to be determined at the time of Contract award based on the awarding Department's business needs, but shall not exceed ten (10) years.

#### **1.5 Anticipated Contract Amount Awarded Pursuant to this RFQ**

The anticipated Not-to-Exceed (NTE) amount for contracts awarded to Proposers, selected from the Prequalified Pool, established pursuant to this RFQ shall be determined at the time of Contract award, based on the awarding Department's business needs.

#### **1.6 Indefinite Quantity, As-Needed Contract**

Resulting Contracts awarded to Proposers selected from a Prequalified Pool established pursuant to this RFQ will result in term, indefinite quantities, as-needed contracts. There is no guarantee of a minimum amount of goods or services for any Proposers selected for the Prequalified Pool or for any Resulting Contracts therefrom.

#### **1.7 Cooperative Agreement**

Any other City department, public entity or non-profit made up of multiple public entities, may use this RFQ to obtain some or all of the commodities or services to be provided by Proposer under the same terms and conditions of any contract awarded pursuant to this RFQ.

#### **1.8 Limitations on Communications**

From the date this RFQ is issued until the date the competitive process of this RFQ is completed (either by cancellation or final Award), Proposers and their subcontractors, vendors, representatives and/or other parties under Proposer's control, shall communicate solely with the Contract Administrator whose name appears in this RFQ. Any attempt to communicate with any party other than the Contract Administrator whose name appears in this RFQ – including any City official, representative or employee – is strictly prohibited. Failure to comply with this communications protocol may, at the sole discretion of City, result in the disqualification of the Proposer or potential Proposer from the competitive process. This protocol does not apply to communications with the City regarding business not related to this RFQ.

#### **1.9 RFQ Schedule**

- A. The anticipated schedule for this RFQ is set forth below. The following dates are tentative, non-binding and subject to change without prior notice. It is the

responsibility of the Proposer to check for any Addenda to this RFQ or other pertinent information posted in [sfcitypartner.sfgov.org](https://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 RFQ.

<u>Proposal Phase</u>	<u>Date</u>
Request for Qualifications Issued	May 28, 2021
Pre-Proposal Conference	None
Deadline for Written Questions	June 9, 2021 by 5:00 PM, PDT
<b>Deadline to Submit Proposals</b>	<b>June 17, 2021, no later than 2:00:00 PM, PDT</b>
Notice of Intent to Establish Prequalified Pool	July 2021

- C. At its sole discretion, Public Works reserves the right to conduct Oral interview.

### 1.10 Pre-Proposal Conference

A Pre-proposal Conference will not be conducted for this RFQ.

### 1.11 Proposer Questions and Request for Clarifications

Proposers shall address any questions, requests for clarification of any ambiguities, discrepancies, or inconsistencies regarding this RFQ to the Contract Administrator whose name and contact information appears on the cover page of this RFQ. Proposers who fail to submit questions concerning this RFQ and its requirements will waive all further rights to protest based on the specifications and conditions herein.

Questions must be submitted by email to the Contract Administrator no later than the deadline for submission of written questions or requests for clarification. A written Addendum will be executed addressing each question and answer and posted publicly. It is the responsibility of the Proposer to check for any Addenda and other updates that will be posted on the San Francisco's City Partner Website: <https://sfcitypartner.sfgov.org/pages/Events-BS3/event-search.aspx>.

### 1.12 RFQ Addenda and Changes Notices

The City may modify this RFQ, prior to the Proposal due date, by issuing an Addendum to the RFQ, which will be posted on the San Francisco's Supplier Portal. Every Addendum will create a new version of the Sourcing Event and Proposers must monitor the event for new versions. The Proposer shall be responsible for ensuring that its Proposal reflects any and all Solicitation Addenda issued by the City prior to the Proposal due date regardless of when the Proposal is submitted. Therefore, the City recommends that the Proposer consult the website

frequently, including shortly before the Proposal due date, to determine if the Proposer has downloaded all Solicitation Addenda. It is the responsibility of the Proposer to check for any Addenda, Questions and Answers documents, and updates, which may be posted to the subject Solicitation. Proposers may also “Accept Invitation” on the Sourcing Event details page to receive notification of any changes or other developments on this Event. ***Proposers will be required to certify acknowledgement of Addenda issued to this RFQ as provided in Attachment 3, Prequalification Forms, as part of its Proposal.***

### **1.13 Objections to RFQ Terms**

Should a Proposer object on any ground to any provision or legal requirement set forth in this RFQ, the Proposer must, no later than the deadline for questions, provide written notice to the setting forth with specificity the grounds for the objection. The failure of a Proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

## SECTION 2 - CITY'S SOCIAL POLICY REQUIREMENTS

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### 2.1 City's Social Policy Requirements

The San Francisco Municipal Code establishes a number of requirements for people seeking to do business with the City ("Social Policy Requirements"). The Social Policy Requirements set forth below are NOT intended to be a complete list of all Social Policy Requirements applicable to this RFQ and any contracts awarded to a Proposer resulting from this RFQ. Proposers are encouraged to carefully review the Social Policy Requirements contained in Attachment 1, City's Proposed Agreement Terms and ensure they are able to comply at the time of contact award. ***Proposers will be required to certify acknowledgement of City's Proposed terms, as provided in Attachment 1, as part of its Proposal Submission.***

#### A. Proposers Unable to do Business with the City

##### 1. Generally

Proposers that do not comply with laws set forth in San Francisco's Municipal Codes may be unable to enter into a contract with the City. Laws applicable to this RFQ are set forth below and in Attachment 1, City's Proposed Agreement Terms.

##### 2. Administrative Code Chapter 12X

Subject to certain exceptions, Proposers are advised that this Solicitation is subject to the requirements of Administrative Code Chapter 12X, which prohibits the City from entering into a contract with a Proposer that (a) has its headquarters in a state that has enacted a law that perpetuates discrimination against LGBT people and/or has enacted a law that prohibits abortion prior to the viability of the fetus, or (b) will perform any or all of the work on the contract in such a state. Chapter 12X requires the City Administrator to maintain a list of such states, defined as "Covered States" under Administrative Code Sections 12X.2 and 12X.12. The list of Covered States is available on the website of the City Administrator (<https://sfqsa.org/chapter-12x-state-ban-list>). ***Proposers will be required to certify compliance with Chapter 12X, as provided in Attachment 3, Prequalification Forms, as part of its Proposal, unless the City determines that a statutory exception applies.***

##### 3. Administrative Code Chapter 12B

A Proposer selected pursuant to this RFQ to participate in the resulting Prequalified Pool may not, if awarded a contract, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code. ***Proposers will be required to certify compliance with Chapter 12B, as provided in***

**Attachment 3, as part of its Proposal.****B. Reserved. (Prevailing Wage Ordinance)****C. Health Care Accountability Ordinance**

A Proposer selected pursuant to this RFQ to participate in the resulting Prequalified Pool, if awarded a contract, shall comply with the requirements of Chapter 12Q. For each Covered Employee, an awarded Proposer shall provide the appropriate health benefit set forth in Section 12Q.3 of the Health Care Accountability Ordinance (HCAO). If a Proposer selected pursuant to this RFQ chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of the Chapter 12Q and the Health Commission's minimum standards available at <http://sfgov.org/olse/hcao>. Any Subcontract entered into by Proposer shall also be required to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this section. **Proposers will be required to declare compliance, as applicable to Chapter 12Q ordinance, as provided in Attachment 3, as part of its Proposal.**

**D. Minimum Compensation Ordinance**

A Proposer selected pursuant to this RFQ to participate in the resulting Prequalified Pool shall, if awarded a contract, comply with Administrative Code Chapter 12P. A Proposer selected pursuant to this RFQ shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. A Proposer selected pursuant to this RFQ is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at: <http://sfgov.org/olse/mco>. **Proposers will be required to declare compliance, as applicable to Chapter 12P ordinance, as provided in Attachment 3, as part of its Proposal.**

**E. First Source Hiring Program**

A Proposer selected pursuant to this RFQ to participate in the resulting Prequalified Pool shall, if awarded a contract, comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code that apply to this Agreement and an awarded Proposer is subject to the enforcement and penalty provisions in Chapter 83. **Proposers will be required to complete First Source Hiring Form, as provided in Attachment 3, as part of its Proposal.**

**F. Local Business Enterprise Requirements**

The Local Business Enterprise ("LBE") Subcontracting Participation Requirement and Good Faith Outreach requirements of Chapter 14B of the San Francisco Administrative Code shall apply to this RFQ. LBE Subcontracting Participation Requirements, unless waived, will be assessed by the Contract Monitoring Division ("CMD") prior to the selection of a consultant from the Prequalified Pool, established from this solicitation.

## I. Application of LBE Subcontracting Participation Requirements to Resulting Contracts

LBE Subcontracting Participation requirements shall apply to each Resulting Contract for Professional Services with a value greater than \$64,500 (which represents 50% of the Minimum Competitive Amount for Professional Services) and for General Services with a value greater \$353,000 (which represents 50% of the Minimum Competitive Amount for General Services), as defined by San Francisco Administrative Code Chapter 14B.

The LBE Subcontracting Participation Requirements for each Resulting Contract will be a percentage of the total value of the Resulting Contract. Subcontracting Participation Requirements can only be met with CMD-certified Small or Micro-LBEs located in San Francisco, a list of which can be found here: [http://mission.sfgov.org/hrc\\_certification/](http://mission.sfgov.org/hrc_certification/).

## II. LBE Good Faith Outreach

Where LBE Subcontracting Participation applies to a Resulting Contract, Consultant that has been selected from the Pre-qualified pool established from this solicitation or, if applicable, a subsequent solicitation made to the prequalified pool of consultants, must undertake adequate good faith outreach to LBE subcontractors and demonstrate the efforts on CMD Form 2B (see next section) and supporting documents. Proposer must obtain at least 80 points in order to achieve adequate good faith outreach. *If a contractor's proposed LBE subcontracting participation exceeds the LBE Subcontracting Participation Requirement for a Resulting Contract by at least 35%, the contractor is excused from conducting or documenting its good faith efforts.*

## III. Required Forms for Resulting Contracts

Where LBE Subcontracting Participation applies to a Resulting Contract, Consultant that has been selected from the Pre-qualified pool, established from this solicitation or, if applicable, a subsequent solicitation made to the prequalified pool of consultants, must submit the following CMD Forms:

<https://sfgov.org/oca/sites/default/files/Attachment%2010%20-%20LBE%20Participation%20and%20Good%20Faith%20Outreach%20Forms.pdf> :

- a) CMD Form 2A: LBE Participation Form
- b) CMD Form 2B: Good Faith Outreach Form
- c) CMD Form 3: Compliance Affidavit – ***Proposers will be required to provide CMD Form 3 provided in Attachment 4 of RFQ, as part of its proposal.***
- d) CMD Form 4: Joint Venture Form (if applicable)
- e) CMD Form 5: Employment Form

Failure to complete, sign and submit each of the required LBE Participation Requirements and Good Faith Outreach Forms prior to ***award of a contract*** may result in the response package being deemed non-responsive and rejected.

## IV. LBE Rating Bonuses

***Application of Rating Bonuses when creating the Prequalified Pool:*** Where the awarding Department's evaluation process for creating a Prequalified Pool takes into account pricing

and/or involves scoring each Proposer, the rating bonus or bid discount, as the case may be, shall apply at each phase of the selection process.

***Application of Rating Bonuses when selecting a contractor from a Prequalified Pool:***

Where the awarding Department's evaluation process for selecting a contractor from a Prequalified Pool takes into account pricing and/or involves scoring, the rating bonus or bid discount, as the case may be, shall apply at each phase of the selection process.

**1. Rating Bonus/Bid Discount for General and Professional Services**

Estimated Contract Value	Small/Micro-LBE Rating Bonus	SBA LBEs Rating Bonus
Greater than \$10,000 but less than or equal to \$400,000	10%	0%
Greater than \$400,000 but less than or equal to \$10,000,000.	10%	5% <i>So long as it does not adversely affect a Small or Micro-LBE Proposer or a JV with LBE participation.</i>
Greater than \$10,000,000 but less than or equal to \$20,000,000.	2%	2%

**2. Rating Bonus/Bid Discount for General and Professional Services by Joint Ventures**

Estimated Contract Value	Small/Micro LBE Participation Level	Rating Bonus
Greater than \$10,000 but less than or equal to \$10,000,000.	Equals or exceeds 35%, but less than 40%	5%
	Equals or exceeds 40%, but less than 100%	7.5%
	100%	10%
If applying for an LBE rating discount as a Joint Venture (JV), the Micro and /or Small-LBE must be an active partner in the JV and perform work, manage the job, and take financial risks in proportion to the required level of participation stated in the Proposal, and must be responsible for a clearly defined portion of the work to be performed and share in the ownership, control, management responsibilities, risks, and profits of the JV. The portion of the Micro and/or Small-LBE JV's work shall be set forth in detail separately from the		

work to be performed by the non-LBE JV. The Micro and/or Small-LBE JV's portion of the contract must be assigned a commercially useful function.

#### **V. CMD Compliance Officer**

The CMD Compliance Officer (CCO) for this RFQ is:

Daniel Guarente  
Contract Monitoring Division  
City and County of San Francisco  
Email: [daniel.guarente@sfgov.org](mailto:daniel.guarente@sfgov.org)  
Website: [www.sfgov.org/cmd](http://www.sfgov.org/cmd).

#### **VI. LBE Payment and Utilization Tracking**

Where LBE Subcontracting Participation applies to a Resulting Contract, a contractor selected from the Prequalified Pool shall pay LBE subcontractors within three business days as provided under Chapter 14B.7(H)(9). Within ten business days of City's payment of an invoice, the awarded Proposer shall confirm that all subcontractors have been paid in the Payment Module of the City's Supplier Portal unless instructed otherwise by CMD. Failure to submit all required payment information to the City's Financial System with each payment request may result in the withholding of 20% of the payment due. Self-Service Training is located at this link: <https://sfcitypartnersfgov.org/pages/training.aspx>

## SECTION 3 - SCOPE OF SERVICES

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### 3.1 General Description of Services

This scope of work is a general guide to the work the City expects to be performed and is not a complete listing of all services that may be required or desired. The City is soliciting qualifications to create a prequalified list of consultant firms that may be selected for the services area described below.

To minimize duplication of effort and to allow the City to coordinate data requests and data available for the multiple projects solicited within this RFQ, as well as for previous and future projects, the selected Contractors' findings and data may be shared by the City with other City Contractors, as deemed appropriate by the City.

Proposer must demonstrate its capabilities by providing concise, but comprehensive proposals in RFQ Attachment 2, Proposal Template. The City will negotiate the specific scope of services, budget, deliverables, and timeline with prequalified firms selected for contract negotiations. For example, for the contracts resulting from this RFQ, the contractor(s) may work on a project basis, with an engagement agreement for each project/task specifying the maximum number of hours, due date, and hourly rate to be charged. There is no guarantee of a minimum amount of work or compensation for any Proposer(s) selected for contract negotiations. The City may select Contractors from the prequalified list in its sole and absolute discretion.

The City prefers individual firm proposals focused on the Service Areas that the firm and its lead staff can demonstrate possession of appropriate qualifications. For any Joint Venture Proposers, at least 50% of proposed work effort on the City's projects must come from the lead Proposer firm.

### **Service Area 1: Individualized Executive Leadership Coaching and Strategic Management Training**

Firms prequalified for work in this Service Area may be engaged to provide Executive Leadership Coaching and Strategic Management Training. The scope of work for firms prequalified for Service Area 1 will include as-needed individualized coaching for senior and managerial staff based on department-specific or City-wide leadership competency models that may include the following competencies:

#### **1. Competency Model**

- a. Leading the Organization
  - i. Leading, managing and promoting change
  - ii. Collaborative and individual problem solving and decision making
  - iii. Understanding process improvement and promoting continuous improvement
  - iv. Managing workplace politics and influencing others
  - v. Managing risk and creating innovation
  - vi. Setting vision and leading with an equity mindset

- vii. Strategic planning and execution
  - viii. Enhancing business skills
  - ix. Managing workflow, work product and effective delegation
  - x. Negotiation and mediation skills
  - xi. Process improvement skills
- b. Leading Others
- i. Communicating effectively, active listening skills, avoiding derailment tactics
  - ii. Developing others, especially with an equity mindset
  - iii. Building capacity
  - iv. Valuing diversity and difference
  - v. Building and maintaining relationships
  - vi. Practicing gratitude and employee appreciation and recognition
  - vii. Creating effective teams and workgroups
  - viii. Leading by example, modeling behavior/competencies
  - ix. Building meaningful relationships and partnerships by modeling excellent communication skills
  - x. Emotional intelligence
  - xi. Meyers Briggs Personality Inventories / DiSC Personality Assessments
  - xii. 360° evaluations
- c. Leading Self
- i. Demonstrating ethics and integrity
  - ii. Valuing diversity and promoting equity
  - iii. Exhibiting leadership stature
  - iv. Increasing your capacity/willingness to learn
  - v. Displaying drive and focus
  - vi. Leading by example
  - vii. Managing yourself / increasing self-awareness
  - viii. Time management
  - ix. Developing adaptability

## **2. Strategic Management Skills**

- a. Strategic planning
- b. Developing a strategic plan
- c. Developing a strategic leadership plan
- d. Financial management and analysis
- e. Execution in a civil service environment
- f. Strategic innovation in the public sector
- g. Change management
- h. Advanced communications skills
- i. Negotiation skills
- j. Process improvement skills
- k. Emotional Intelligence

- l. Meyers Briggs Personality Inventory / DiSC Evaluation
- m. 360° evaluations

## **Service Area 2: Leadership, Management and Employee Development Training**

Firms prequalified for work in this Service Area may be engaged to provide Leadership, Management, Strategic Planning and Strategic Employee Development Training. The scope of work for firms prequalified for Service Area 2 will include collaborating with department staff in the development and delivery of innovative seminars, retreats, workshops, and training courses as part of the City-wide management development and employee development programs. Present and design innovative industry techniques on delivering instructional materials using online, blended, on-the-job, micro learning, and other innovative delivery methods. Firms may develop and deliver training in the following topical areas/curriculum:

1. **Business Enhancement skills** – Training with an emphasis on enhancing the participants approaches to the following:
  - a. Problem solving, decision making and critical thinking skills
  - b. Leading, promoting and managing change
  - c. Process improvement/continuous improvement
  - d. Innovative spirit and entrepreneurial mindset
  - e. Business writing skills
  - f. Managing workflow, work product, productivity and/or effective delegation
  - g. Strategic planning, goal setting and execution
  - h. Time management
  - i. Performance management
  - j. Capacity building
  - k. Diversity and inclusion
  - l. Setting vision and leading with an equity mindset
  - m. Communication and messaging
  - n. Managing up
  - o. Understanding and managing threats/risk
  - p. Communication and messaging
  - q. Financial analysis
  - r. Transitioning into new roles
  - s. Customer service in a civil service environment
  - t. Time management skills
  - u. Process and continuous improvement
  - v. Growing effective teams, succession planning
  - w. Organizational socialization and assimilation
  
2. **Interpersonal Skills** – Training with an emphasis on making each employee an excellent communicator:
  - a. Problem solving, accountability & critical thinking skills
  - b. Emotional intelligence, developing relationships

- c. Interpersonal communication, communication skills to build and maintain relationships active listening skills and avoiding derailment tactics
- d. Organizational skills
- e. General leadership skills
- f. Demonstrating ethics and integrity
- g. Developing others, especially with an equity mindset and promoting equity
- h. Valuing diversity and difference
- i. Building and maintaining relationships
- j. Leading by Example
- k. Managing Yourself / Increasing Self-Awareness
- l. Practicing gratitude and appreciation
- m. Creating effective teams and workgroups
- n. Leading by example, modeling behavior/competencies
- o. DiSC personality assessments and/or Myers Briggs personality inventory
- p. 360° evaluations
- q. Conflict resolution skills
- r. Accountability
- s. Presentation skills
- t. Negotiation skills
- u. Mediation skills

### **Service Area 3: Strategic Planning Training and Facilitation**

Firms prequalified for work in this Service Area may be engaged to provide Strategic Planning and professional development coaching for technical staffs in Architecture, Engineering, Construction Management, and Project Management divisions.

1. **Strategic Planning & Facilitation** – The Consultant shall provide Strategic Planning facilitation, off-site retreats, and training/coaching including, but not limited to the following areas:
  - a. strategic planning for organizations, project teams and individuals
  - b. SWOT analysis
  - c. team development with strategic goal execution in mind

### **Service Area 4: Negotiation, Mediation, and Partnering Training**

Firms prequalified for work in this Service Area may be engaged to provide training to City Staffs in areas of negotiation skills, mediating conflict and partnering in design and construction. City Staffs are regularly involved in negotiations with Contractors. Training shall include, but not be limited to, the following subjects:

1. **Conflict Resolution** – Train staff to proactively resolve conflict with Contractors and other stake holders. This training shall include positive communication skills that lead to broad alignment and strengthened relationships. Staff shall learn how to proactively engage in difficult conversations with Contractors when the issues may elicit strong emotions, opposing viewpoints, and stakes are high.

2. **Constructive Disagreement** – Train staff to support risk taking, to learn to provide better information to identify problems earlier and keep them from getting out of hand, to speak persuasively, not abrasively, diffuse others' violence, and to rebuild relationships where improvement is needed.
3. **Advanced Negotiation and Mediation Skills** – Train staff to conduct successful negotiations by research and preparation. Staff will learn how to provide key messages and answer questions under fire, how to select the right negotiation team and to set ground rules, deal with the emotional needs of their team, learn advanced strategies, and how to deal with difficult people.

### 3.2 Deliverables

Possible Contract Deliverables include, but are not limited to:

1. Executive Leadership Coaching and Strategic Management Training including Myers Briggs, DiSC, and Booth 360 delivery.
2. Development and delivery of innovative seminars, strategic planning retreats, workshops, and training courses
3. All levels of leadership, management, and employee development learning experiences and retreats that reflect unique industry trend for the public service sector.
4. Presentations on innovative industry techniques on delivering instructional materials using online, blended, on-the-job, micro learning, and other innovative delivery methods.

## 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: Executive Leadership Coaching and Professional Management DevelopmentFunding Source: General FundPSC Amount: \$10,000PSC Est. Start Date: 02/01/2019PSC Est. End Date 01/31/2022**1. Description of Work**

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

Consultant will assist San Francisco Public Works (SFPW) with executive coaching, leadership development and one-on-one strategic management training. Consultant will provide individualized assessment of managerial employees and hold a series of coaching sessions to Public Works' Senior Executives and Management that are related, but not limited to leadership development, building a framework for effective communication styles, management accountability, productive working relationship and identifying strengths and areas in need of improvement.

Each training will be customized to meet the needs and goals of executive staff and will be given coaching to help recognize derailment behaviors that can have negative impacts on individual or team work relationships.

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

Public Works need to find ways to enhance employee engagement, strengthen leadership capabilities and professional development of current and potential managerial staff for continued delivery of excellent services. Consequences of denial will prevent the department to help develop the management skills of existing and emerging leaders within the 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.

Prior Civil Service Commission approval was granted for the Airport under PSC #47817-1617.

D. Will the contract(s) be renewed?

Yes, if there continues to be a need for such services at SF Public Works.

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

B. Explain the qualifying circumstances:

Contract is under \$10,000 that require specialized skills and expertise of Consultant.

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

- A. Specify required skills and/or expertise: Required skills include specialized and current knowledge of industry trends and methods in professional development, executive leadership coaching and strategic management training. Consultant may also provide a 360 degree leadership assessment and feedback report, which are resources the City lacks.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1232, Training Officer; 0922, Manager I; 0931, Manager III;
- 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?**

Public Works has checked with the Department of Human Resources and other City departments such as the Airport and PUC that confirmed that the City does not currently have viable resources. Contracting out to a consultant is the only way to secure these specialized and specific services.

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

- A. Explain why civil service classes are not applicable.  
There are currently no specific employees with the knowledge, skills, training and certification to perform the coaching, leadership and professional development assessments that the Consultant can provide.
- 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 work is short term and requires specialized skills.

**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. 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 02/11/2019, the Department notified the following employee organizations of this PSC/RFP request:  
Municipal Executive Association; Prof & Tech Eng, Local 21

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

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

Address: 1155 Market St. 4th floor San Francisco, CA 94103

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 34865 - 18/19

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 02/21/2019

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

Department: GENERAL SERVICES AGENCY - PUBLIC WORKSDept. Code: DPWType of Request:  Initial  Modification of an existing PSC (PSC # 48499 - 14/15)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: As-Needed Learning and Training ServicesFunding Source: Interdepartmental work ordersPSC Original Approved Amount: \$1,600,000 PSC Original Approved Duration: 01/01/15 - 12/31/18 (4 years)PSC Mod#1 Amount: \$1,600,000 PSC Mod#1 Duration: 01/01/19-12/31/23 (5 years 1 day)PSC Cumulative Amount Proposed: \$3,200,000 PSC Cumulative Duration Proposed: 9 years 1 day**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

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

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

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

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

Yes, through original PSC 48499-14/15.

**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 additional duration is for awarding new master agreements with 5-year contract terms.

**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 Department of Public Works currently requires training for staff in areas of industry best practices in sustainable design, design-build project delivery, negotiation strateg, technical training, mediation and partnering.

B. Reason for the request for modification:

Current contracts are going to expire soon. Public Works will be advertising for a new pool to get as-needed Consultants to provide learning and training services. We are anticipating 4 contracts at \$400,000 each.

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

- A. Specify required skills and/or expertise: Trainers/consultants are professional subject matter experts in various disciplines within the design, engineering and construction management fields. The skills and expertise required vary but are all within these fields.
- B. Which, if any, civil service class(es) normally perform(s) this work? none
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If 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.  
Our current workforce is in need of education and training on the most current advancements within the areas of design, engineering and construction management. Wherever possible, the department utilizes our own staff to train each other but advancements in technology, sustainable building practices, design build project delivery and negotiation, mediation and partnering best practices require all staff to be trained/given continuing education in these areas.
- B. 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. Advancements in technology, sustainable building practices, design build project delivery and negotiation, mediation and partnering best practices require a third party consultant with up-to-date expertise to train our saff.

**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 complete response.
- 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 01/29/18, 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**

PSC# 48499 - 14/15

DHR Analysis/Recommendation:

03/05/2018

Commission Approval Required

Approved by Civil Service Commission

03/05/2018 DHR Approved for 03/05/2018

# **Modification**

## **Personal Services Contracts**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - CITY ADMIN

Dept. Code: ADM

Type of Request:  Initial  Modification of an existing PSC (PSC # 44114 - 17/18)

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

Type of Service: As needed information technology services for the Technology Marketplace, including but not li

Funding Source: Department budgets

PSC Original Approved Amount: \$100,000,000

PSC Original Approved Duration: 07/01/18 - 06/30/23 (5 years)

PSC Mod#1 Amount: \$50,000,000

PSC Mod#1 Duration: no duration added

PSC Mod#2 Amount: \$50,000,000

PSC Mod#2 Duration: 07/01/23-12/31/23 (26 weeks 2 days)

PSC Cumulative Amount Proposed: \$200,000,000

PSC Cumulative Duration Proposed: 5 years 26 weeks

**1. Description of Work**

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

As needed information technology services for the Technology Marketplace, including but not limited to system design, business analysis, software as a service, training, and hardware maintenance.

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

The contracts will be to create a pool of prequalified vendors, which will help expedite the procurement of technology solutions. Outside expertise is needed, especially for projects involving new technology, to supplement the skills provided by City employees and to provide knowledge transfer to City departments. If denied, the process and timeframes required to procure new systems and implement solutions will be greatly expanded, which is a great concern in the area of information technology (IT) where technology is constantly and rapidly changing.

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 the services will continue to be needed.

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 6 months additional services for this contract.

**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:

Services are required on an as-needed basis, and performed on a project by project basis and are for services City staff cannot perform because they lack the required skills, expertise, or certifications. In some cases, warranties preclude employees other than the vendor's working on the software/device.

B. Reason for the request for modification:

Additional work is necessary to serve departments that use these services.

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

A. Specify required skills and/or expertise: Many highly specialized professional and technical skills are required on an as needed basis, varying with each project. Knowledge of specific types of hardware and software, business/IT analytical skills and programming experience for new applications are needed to update, create and implement IT solutions. Some projects will also require specific equipment/knowledge certifications granted by IT manufacturers.

B. Which, if any, civil service class(es) normally perform(s) this work? 1041, IS Engineer-Assistant; 1042, IS Engineer-Journey; 1043, IS Engineer-Senior; 1044, IS Engineer-Principal; 1051, IS Business Analyst-Assistant; 1052, IS Business Analyst; 1053, IS Business Analyst-Senior; 1054, IS Business Analyst-Principal; 1061, IS Program Analyst-Assistant; 1062, IS Programmer Analyst; 1063, IS Programmer Analyst-Senior; 1064, IS Prg Analyst-Principal; 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: Training may occur at vendor's facility. Additionally, the products or equipment may be temporarily warehoused at vendor's facility.

**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.

Portions of the work may be performed by some of the listed classifications, depending on the department's needs and project type. The work contemplated under this Personal Services Contract is for work that the listed classification cannot perform because they lack the required skills, expertise, or certifications. Also the work will be intermittent, highly skilled and highly specialized for as needed projects. Access to highly skilled expertise will lead to knowledge transfer of most recent best practices and technology.

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. Projects and expertise will vary.

**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 attached training memorandum
- 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.  
PSC is for depts to select from various prequalified vendors.

**7. Union Notification:** On 11/08/21, the Department notified the following employee organizations of this PSC/RFP request:  
Architect & Engineers, Local 21;

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

Name: Lynn Khaw Phone: 4155546296 Email: lynn.khaw@sfgov.org

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

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 44114 - 17/18

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 12/20/2021

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

**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [lynn.khaw@sfgov.org](mailto:lynn.khaw@sfgov.org)  
**To:** [Khaw, Lynn \(ADM\); 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; Lubamersky, Joan \(ADM\); DHR-PSCCoordinator, DHR \(HRD\)](mailto:Khaw, Lynn (ADM); 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; Lubamersky, Joan (ADM); DHR-PSCCoordinator, DHR (HRD))  
**Subject:** Receipt of Modification Request to PSC # 44114 - 17/18 - MODIFICATIONS  
**Date:** Monday, November 8, 2021 1:09:04 PM

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PSC RECEIPT of Modification notification sent to Unions and DHR

The GENERAL SERVICES AGENCY - CITY ADMIN -- ADM has submitted a modification request for a Personal Services Contract (PSC) for \$50,000,000 for services for the period July 1, 2023 – December 31, 2023. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

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

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/16514>

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

# **Additional Attachment(s)**

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

Department: GENERAL SERVICES AGENCY - CITY ADMINDept. Code: ADMType of Request:  Initial  Modification of an existing PSC (PSC # 44114 - 17/18)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: As needed information technology services for the Technology Marketplace, including but not liFunding Source: Department budgetsPSC Original Approved Amount: \$100,000,000PSC Original Approved Duration: 07/01/18 - 06/30/23 (5 years)PSC Mod#1 Amount: \$50,000,000PSC Mod#1 Duration: no duration addedPSC Cumulative Amount Proposed: \$150,000,000PSC Cumulative Duration Proposed: 5 years**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

As needed information technology services for the Technology Marketplace, including but not limited to system design, business analysis, software as a service, training, and hardware maintenance.

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

The contracts will be to create a pool of prequalified vendors, which will help expedite the procurement of technology solutions. Outside expertise is needed, especially for projects involving new technology, to supplement the skills provided by City employees and to provide knowledge transfer to City departments. If denied, the process and timeframes required to procure new systems and implement solutions will be greatly expanded, which is a great concern in the area of information technology (IT) where technology is constantly and rapidly changing.

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

By contract

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

Yes, if the services will continue to be needed.

**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:**

See attached training and duration memorandum.

**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:

Services are required on an as-needed basis, and performed on a project by project basis and are for services City staff cannot perform because they lack the required skills, expertise, or certifications.

In some cases, warranties preclude employees other than the vendor's working on the software/device.

- B. Reason for the request for modification:  
Additional services necessary.

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

- A. Specify required skills and/or expertise: Many highly specialized professional and technical skills are required on an as needed basis, varying with each project. Knowledge of specific types of hardware and software, business/IT analytical skills and programming experience for new applications are needed to update, create and implement IT solutions. Some projects will also require specific equipment/knowledge certifications granted by IT manufacturers.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1041, IS Engineer-Assistant; 1042, IS Engineer-Journey; 1043, IS Engineer-Senior; 1044, IS Engineer-Principal; 1051, IS Business Analyst-Assistant; 1052, IS Business Analyst; 1053, IS Business Analyst-Senior; 1054, IS Business Analyst-Principal; 1061, IS Program Analyst-Assistant; 1062, IS Programmer Analyst; 1063, IS Programmer Analyst-Senior; 1064, IS Prg Analyst-Principal; 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: Training may occur at vendor's facility. Additionally, the products or equipment may be temporarily warehoused at vendor's facility.

**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.  
Portions of the work may be performed by some of the listed classifications, depending on the department's needs and project type. The work contemplated under this Personal Services Contract is for work that the listed classification cannot perform because they lack the required skills, expertise, or certifications. Also the work will be intermittent, highly skilled and highly specialized for as needed projects. Access to highly skilled expertise will lead to knowledge transfer of most recent best practices and technology.
- 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. Projects and expertise will vary.

**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 attached training memorandum
- 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.  
PSC is for depts to select from various prequalified vendors.

**7. Union Notification:** On 06/14/21, the Department notified the following employee organizations of this PSC/RFP request:  
Architect & Engineers, Local 21;

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

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

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

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 44114 - 17/18

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 06/24/2021

## PERSONAL SERVICES CONTRACT SUMMARY (PSC FORM 1)

Department: GENERAL SERVICES AGENCY - CITY ADMIN -- ADMDept. Code: ADMType of Request:  Initial  Modification of an existing PSC (PSC # \_\_\_\_\_)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: As needed information technology services for the Technology Marketplace, including but not liFunding Source: Department budgetsPSC Duration: 5 yearsPSC Amount: \$100,000,000**1. Description of Work**

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

As needed information technology services for the Technology Marketplace, including but not limited to system design, business analysis, software as a service, training, and hardware maintenance.

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

The contracts will be to create a pool of prequalified vendors, which will help expedite the procurement of technology solutions. Outside expertise is needed, especially for projects involving new technology, to supplement the skills provided by City employees and to provide knowledge transfer to City departments. If denied, the process and timeframes required to procure new systems and implement solutions will be greatly expanded, which is a great concern in the area of information technology (IT) where technology is constantly and rapidly changing.

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.

These services have been provided through a Personal Services Contract.

D. Will the contract(s) be renewed?

Yes, if the services will continue to be needed.

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.

See attached training and duration memorandum.

**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:

Services are required on an as-needed basis, and performed on a project by project basis and are for services City staff cannot perform because they lack the required skills, expertise, or certifications. In some cases, warranties preclude employees other than the vendor's working on the software/device.

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

- A. Specify required skills and/or expertise: Many highly specialized professional and technical skills are required on an as needed basis, varying with each project. Knowledge of specific types of hardware and software, business/IT analytical skills and programming experience for new applications are needed to update, create and implement IT solutions. Some projects will also require specific equipment/knowledge certifications granted by IT manufacturers.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1041, IS Engineer-Assistant; 1042, IS Engineer-Journey; 1043, IS Engineer-Senior; 1044, IS Engineer-Principal; 1051, IS Business Analyst-Assistant; 1052, IS Business Analyst; 1053, IS Business Analyst-Senior; 1054, IS Business Analyst-Principal; 1061, IS Program Analyst-Assistant; 1062, IS Programmer Analyst; 1063, IS Programmer Analyst-Senior; 1064, IS Prg Analyst-Principal; 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: Training may occur at vendor's facility. Additionally, the products or equipment may be temporarily warehoused at vendor's facility.

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

These specialized services are not available from resources within the City.

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

- A. Explain why civil service classes are not applicable.  
Portions of the work may be performed by some of the listed classifications, depending on the department's needs and project type. The work contemplated under this Personal Services Contract is for work that the listed classification cannot perform because they lack the required skills, expertise, or certifications. Also the work will be intermittent, highly skilled and highly specialized for as needed projects. Access to highly skilled expertise will lead to knowledge transfer of most recent best practices and technology.
- 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. Projects and expertise will vary.

### **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. See attached training memorandum
- 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 05/07/2018, the Department notified the following employee organizations of this PSC/RFP request:

Architect & Engineers, Local 21

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

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

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 44114 - 17/18

DHR Analysis/Recommendation:

action date: 07/10/2018

Commission Approval Required

Approved by Civil Service Commission

07/10/2018 DHR Approved for 07/10/2018

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: MUNICIPAL TRANSPORTATION AGENCY

Dept. Code: MTA

Type of Request:  Initial  Modification of an existing PSC (PSC # 41001 - 21/22)

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

Type of Service: Contractor Monitoring Services

Funding Source: Operating Budget

PSC Original Approved Amount: \$130,000 PSC Original Approved Duration: 02/01/22 - 01/31/25 (3 years)

PSC Mod#1 Amount: \$80,000 PSC Mod#1 Duration: 01/31/25-02/01/27 (2 years 1 day)

PSC Cumulative Amount Proposed: \$210,000 PSC Cumulative Duration Proposed: 5 years 1 day

**1. Description of Work**

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

The consultant will provide oversight-monitoring assistance to the San Francisco Municipal Transportation Agency (SFMTA) to review a designated contractor's drug and alcohol testing policies and procedures for compliance. The consultant will conduct an annual on-site review of the selected collection and testing contractor's drug and alcohol testing policy, record keeping, testing reports, education, and training attendance rosters, and any other documents pertaining to compliance with the Department of Transportation/Federal Transit Administration (DOT/FTA) Drug and Alcohol Testing Rules and Regulations. Also conduct audits of service agents (Specimen Collector, Medical Review Officer, laboratory, etc) that assist the SFMTA in maintaining compliance with the drug and alcohol testing guidelines.

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

This service is necessary to ensure SFMTA's compliance with the requirements as outlined in 49 Code of Federal Regulations (CFR) Parts 40 and 655; the federal regulations mandate the monitoring of service agents that assist the SFMTA in meeting the federal guidelines and contractors who are contracted to perform safety-sensitive testing services. Denial of this service will jeopardize continued federal funding eligibility for the SFMTA.

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.

41001 21/22 approved 11/1/21

D. Will the contract(s) be renewed?

Yes, This service is needed on a continuing basis.

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:

Continuity of service is essential in the delivery of SFMTA's compliance requirements as outlined

in 49 Code of Federal Regulations (CFR) Parts 40 and 655; the federal regulations mandate the monitoring of service agents that assist the SFMTA in meeting the federal guidelines and contractors who are contracted to perform safety-sensitive testing services.

**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:

The monitoring occurs periodically on an ongoing basis.

B. Reason for the request for modification:

Request failed to include in the original request the additional 2-year extension to the 3 - year core of services.

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

A. Specify required skills and/or expertise: The consultant must possess expert knowledge and experience monitoring services providers who provide drug and alcohol testing services in compliance with the DOT/FTA regulations.

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?**

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 due to the specialized knowledge and experience of the DOT/FTA Regulations that are required of the consultant.

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 service is provided intermittently and requires specialized expertise in item E 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.

N/A. This third-party monitoring service does not include training.

C. Are there legal mandates requiring the use of contractual services?  
No.

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

E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
Yes: PSC 42274 16/17

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 11/15/21, 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: Amy NUQUE Phone: 415-646-2802 Email: amy.nuque@sfmta.com

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

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 41001 - 21/22

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 12/20/2021

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

## Nuque, Amy

---

**From:** dhr-psccordinator@sfgov.org on behalf of amy.nuque@sfmta.com  
**Sent:** Monday, November 15, 2021 12:15 PM  
**To:** Nuque, Amy; snaranjo@cirseiu.org; mdennis@twusf.org; roger marengo; Pete Wilson - Union 250A VP; cmoyer@nccrc.org; noah.frigault@sfgov.org; sfdpoa@icloud.com; Mjayne@iam1414.org; Emanuel, Rachel (DEM); laborers261@gmail.com; Laxamana, Junko (BOS); jennifer.esteen@seiu1021.org; emathurin@cirseiu.org; abush@cirseiu.org; sbabaria@cirseiu.org; anthony@dc16.us; mlobre@sfpoa.org; @sfpoa.org; tracym@sfpoa.org; mleach@ibt856.org; rooferslocal40@gmail.com; sal@local16.org; Criss@sfmea.com; Julie.Meyers@sfgov.org; seichenberger@local39.org; Camaguey@sfmea.com; 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@opcmialocal300.org; ramonliuna261@gmail.com; ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org; xiumin.li@seiu1021.org; Sin.Yee.Poon@sfgov.org; smcgarry@nccrc.org; rmitchell@twusf.org; grojo@local39.org; jduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org; L21PSCReview@ifpte21.org; sfsmsa@gmail.com; bart@dc16.us; david.canham@seiu1021.org; jtanner940@aol.com; Osha Ashworth; L21PSCReview@ifpte21.org; laborers261@gmail.com; local200twu; speedy4864@aol.com; Christina@sfmea.com; ecdemvoter@aol.com; thomas.vitale@seiu1021.org; dhr-psccordinator@sfgov.org  
**Subject:** Receipt of Modification Request to PSC # 41001 - 21/22 - MODIFICATIONS

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

### PSC RECEIPT of Modification notification sent to Unions and DHR

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a modification request for a Personal Services Contract (PSC) for \$80,000 for services for the period January 31, 2025 – February 1, 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/17532>

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

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

# **Additional Attachment(s)**

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

Department: MUNICIPAL TRANSPORTATION AGENCY -- MTADept. Code: MTAType of Request:  Initial  Modification of an existing PSC (PSC # \_\_\_\_\_)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: Contractor Monitoring ServicesFunding Source: Operating BudgetPSC Duration: 3 yearsPSC Amount: \$130,000**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

The consultant will provide oversight-monitoring assistance to the San Francisco Municipal Transportation Agency (SFMTA) to review a designated contractor's drug and alcohol testing policies and procedures for compliance. The consultant will conduct an annual on-site review of the selected collection and testing contractor's drug and alcohol testing policy, record keeping, testing reports, education, and training attendance rosters, and any other documents pertaining to compliance with the Department of Transportation/Federal Transit Administration (DOT/FTA) Drug and Alcohol Testing Rules and Regulations. Also conduct audits of service agents (Specimen Collector, Medical Review Officer, laboratory, etc) that assist the SFMTA in maintaining compliance with the drug and alcohol testing guidelines.

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

This service is necessary to ensure SFMTA's compliance with the requirements as outlined in 49 Code of Federal Regulations (CFR) Parts 40 and 655; the federal regulations mandate the monitoring of service agents that assist the SFMTA in meeting the federal guidelines and contractors who are contracted to perform safety-sensitive testing services. Denial of this service will jeopardize continued federal funding eligibility for the SFMTA.

**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.**

These services were provided through PSC #4085-10/11 and PSC #42274-16/17.

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

Yes, This service is needed on a continuing basis.

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

**B. Explain the qualifying circumstances:**

The monitoring occurs periodically on an ongoing basis.

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

**A. Specify required skills and/or expertise:** The consultant must possess expert knowledge and experience monitoring services providers who provide drug and alcohol testing services in compliance with the DOT/FTA regulations.

**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.

Civil Service Classifications are not applicable due to the specialized knowledge and experience of the DOT/FTA Regulations that are required of the consultant.

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 service is provided intermittently and requires specialized expertise in item E 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 contract? If so, please explain what that will entail; if not, explain why not.  
No. No. This third-party monitoring service does not include training.

C. Are there legal mandates requiring the use of contractual services?  
No.

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

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

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

**7. Union Notification:** On 08/03/2021, 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: Amy NUQUE Phone: 415-646-2802 Email: amy.nuque@sfmta.com

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 41001 - 21/22

DHR Analysis/Recommendation:

action date: 11/01/2021

Commission Approval Required

Approved by Civil Service Commission

11/01/2021 DHR Approved for 11/01/2021

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: POLICE

Dept. Code: POL

Type of Request:  Initial  Modification of an existing PSC (PSC # 33309 - 19/20)

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

Type of Service: equipment maintenance and parts

Funding Source: General Fund

PSC Original Approved Amount: \$75,000 PSC Original Approved Duration: 02/01/20 - 01/31/24 (4 years)

PSC Mod#1 Amount: \$29,000 PSC Mod#1 Duration: no duration added

PSC Cumulative Amount Proposed: \$104,000 PSC Cumulative Duration Proposed: 4 years

**1. Description of Work**

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

The contractor will provide maintenance, service and parts to liquid handling platform used in DNA analysis process for the San Francisco Police Department's Crime Laboratory.

**Scope Change**

San Francisco Police Department Crime Lab is moving to new location at 1995 Evans Street. In addition to providing proprietary parts and maintenance, contractor is the only authorized company to pack, transport, re-install, and calibrate Tecan instruments for this move.

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

Without maintenance, service and parts, the equipment will not be valid and useful for DNA analysis at the San Francisco Police Department's crime lab.

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 33309 - 19/20

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:

**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).

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

Explain the qualifying circumstances:

Work is limited (as-needed) and only valid if performed by the vendor we purchased equipment from.

B. Reason for the request for modification:

San Francisco Police Department Crime Lab is moving to new location at 1995 Evans Street. In addition to providing proprietary parts and maintenance, contractor is the only authorized company to pack, transport, re-install, and calibrate Tecan instruments for this move.

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

A. Specify required skills and/or expertise: Technicians must be factory trained to in the vendor's liquid handling platform used in DNA analysis process.

B. Which, if any, civil service class(es) normally perform(s) this work? 2481, Water Quality Technician; 2482, Water Quality Tech III;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. The contractor will provide parts only available through the contractor.

**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 work must be performed by the vendor's factor-trained technicians in order to be valid.

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. Work is limited and only valid if performed by the vendor we purchased equipment from.

**6. Additional Information**

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

No.

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

No. Training is not 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.  
Yes. Contract is being amended.

**7. Union Notification:** On 11/02/21, the Department notified the following employee organizations of this PSC/RFP request:  
Architect & Engineers, Local 21;

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

Name: Genie Wong Phone: (415) 837-7208 Email: Genie.Wong@sfgov.org

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 33309 - 19/20

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 12/20/2021

# **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 \(POL\); 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 \(HRD\)](mailto:Wong, Genie (POL); 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 # 33309 - 19/20 - MODIFICATIONS  
**Date:** Tuesday, November 2, 2021 4:32:54 PM

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PSC RECEIPT of Modification notification sent to Unions and DHR

The POLICE -- POL has submitted a modification request for a Personal Services Contract (PSC) for \$29,000 for services for the period February 1, 2020 – January 31, 2024. 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/17488>

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

# **Additional Attachment(s)**

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

Department: POLICE -- POLDept. Code: POLType of Request:  Initial  Modification of an existing PSC (PSC # \_\_\_\_\_)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: equipment maintenance and partsFunding Source: General FundPSC Duration: 4 yearsPSC Amount: \$75,000**1. Description of Work**

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

The contractor will provide maintenance, service and parts to liquid handling platform used in DNA analysis process for the San Francisco Police Department's Crime Laboratory.

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

Without maintenance, service and parts, the equipment will not be valid and useful for DNA analysis at the San Francisco Police Department's crime lab.

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.

Through warranty of purchased equipment. 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 required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).

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

B. Explain the qualifying circumstances:

Work is limited (as-needed) and only valid if performed by the vendor we purchased equipment from.

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

A. Specify required skills and/or expertise: Technicians must be factory trained to in the vendor's liquid handling platform used in DNA analysis process.

B. Which, if any, civil service class(es) normally perform(s) this work? 2481, Water Quality Technician; 2482, Water Quality Tech III;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. The contractor will provide parts only available through the contractor.

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

None. The work must be performed by the vendor's factor-trained technicians in order to be valid.

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

- A. Explain why civil service classes are not applicable.  
The work must be performed by the vendor's factor-trained technicians in order to be valid.
- 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. Work is limited and only valid if performed by the vendor we purchased equipment from.

**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 not 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 12/11/2019, the Department notified the following employee organizations of this PSC/RFP request:  
Architect & Engineers, Local 21

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

Name: Genie Wong Phone: (415) 837-7208 Email: Genie.Wong@sfgov.org

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 33309 - 19/20

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 12/24/2019

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: POLICE

Dept. Code: POL

Type of Request:  Initial  Modification of an existing PSC (PSC # 44312 - 20/21)

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

Type of Service: Parts and Service for Advanced Biosystems Instruments

Funding Source: General Fund

PSC Original Approved Amount: \$160,000 PSC Original Approved Duration: 07/01/21 - 06/30/25 (4 years)

PSC Mod#1 Amount: \$40,000 PSC Mod#1 Duration: no duration added

PSC Cumulative Amount Proposed: \$200,000 PSC Cumulative Duration Proposed: 4 years

**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.

**Scope Change**

San Francisco Police Department Crime Lab is moving to new location at 1995 Evans Street. In addition to providing proprietary parts and maintenance, contractor is the only authorized company to de-install, re-install, and calibrate instruments for this move.

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.

Services have been provided in the past through earlier PSC request. See 44312 - 20/21

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:

**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).

Explain the qualifying circumstances:

Only contractor staff are trained and authorized to maintain equipment.

B. Reason for the request for modification:

San Francisco Police Department Crime Lab is moving to new location at 1995 Evans Street. In addition to providing proprietary parts and maintenance, contractor is the only authorized company to de-install, re-install, and calibrate instruments for this move.

**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?**

Not Applicable

**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 contract? If so, please explain what that will entail; if not, explain why not.

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.  
Yes. Contract is being amended.

7. **Union Notification:** On 11/02/21, 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:

Commission Approval Required

DHR Approved for 12/20/2021

# **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; DHR-PSCCoordinator, DHR \(HRD\)](mailto:Wong, Genie (POL); seichenberger@local39.org; MRainsford@local39.org; grojo@local39.org; DHR-PSCCoordinator, DHR (HRD))  
**Subject:** Receipt of Modification Request to PSC # 44312 - 20/21 - MODIFICATIONS  
**Date:** Tuesday, November 2, 2021 1:26:50 PM

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PSC RECEIPT of Modification notification sent to Unions and DHR

The POLICE -- POL has submitted a modification request for a Personal Services Contract (PSC) for \$40,000 for services for the period July 1, 2021 – June 30, 2025. 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/17487>

Email sent to the following addresses: [grojo@local39.org](mailto:grojo@local39.org)  
[MRainsford@Local39.org](mailto:MRainsford@Local39.org)  
[seichenberger@local39.org](mailto:seichenberger@local39.org)

# **Additional Attachment(s)**

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

Department: POLICE -- POLDept. Code: POLType 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 InstrumentsFunding Source: General FundPSC Duration: 4 yearsPSC 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 contract? 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:

action date: 06/07/2021

Commission Approval Required

Approved by Civil Service Commission

06/07/2021 DHR Approved for 06/07/2021