



London Breed
Mayor

Carol Isen
Human Resources Director

Date: March 4, 2022

To: The Honorable Civil Service Commission

Through: Carol Isen
Human Resources Director

From: Joan Lubamersky / Lynn Khaw, ADM
Loren Newquist, CHF
David Kashani, ENV
Monique Colon, HOM
Nicholas Chavez, JUV
Amy Nuque, MTA
Shawndrea Hale / Daniel Kwon, PUC
Wilson Ng, BOS
Sharon Lee, DBI
William Lee, DEM

Subject: **Personal Services Contracts Approval Request**

This report contains thirteen (13) 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
\$143,943,340	\$187,564,322	\$1,802,008,888

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

Sharon Lee
Building Inspection
1660 Mission St., 6th Floor
San Francisco, CA 94103
(415) 575-6947

Loren Newquist
Children, Youth & Their Families
1390 Market St., Ste. 900
San Francisco, CA 94102
(628) 652-7133

William Lee
Department of Emergency Management
1011 Turk St.,
San Francisco, CA 94102
WL: (415) 558-3866

David Kashani
Environment
1155 Market St., 3rd Floor
San Francisco, CA 94103
(415) 355-3704

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

Nicholas Chavez
Juvenile Probation
375 Woodside Ave.,
San Francisco, CA 94127
(415) 753-7627

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

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

Wilson Ng
Board of Supervisors
1 Dr. Carlton B. Goodlett Pl., Rm. 244
San Francisco, CA 94102
(415) 554-7725

Table of Contents
PSC Submissions

Regular PSCs	Department	Page
43302 - 21/22	City Administrator	1
41272 - 21/22	Children, Youth & Their Families	14
41320 - 21/22	Environment	19
49224 - 21/22	Environment	23
44853 - 21/22	Homelessness and Supportive Housing	36
43081 - 21/22	Juvenile Probation	46
42673 - 21/22	Municipal Transportation Agency	62
45126 - 21/22	Municipal Transportation Agency	69
45324 - 21/22	Municipal Transportation Agency	74
31794 - 21/22	Public Utilities Commission	88
Modification PSCs		
32875 - 19/20	Board of Supervisors	118
44359 - 19/20	Building Inspection	126
32678 - 17/18	Emergency Management	136

POSTING FOR

March 21, 2022

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
43302 - 21/22	GENERAL SERVICES AGENCY - CITY ADMIN	\$5,000,000.00	To provide as-needed relocation coordinator services. These services will include assessing old and new locations, developing of a relocation plan and move strategy, inventorying of furniture and equipment, identifying and managing potential risks to equipment and other special items, developing a move instruction guide for departments, supervising the move and decommissioning (closing down) facilities from which departments moved.	June 1, 2022	May 31, 2027	REGULAR
41272 - 21/22	CHILDREN; YOUTH & THEIR FAMILIES	\$600,000.00	Currently, San Francisco Behavioral Health Services/Department of Public Health does not claim Federal funds (Medicaid) to support children's mental and emotional health. Recent data shows that concerns around mental well-being were exacerbated by the pandemic especially among historically marginalized groups including African American, Native American, Latina/o/x, Pacific Islander, Foster, and Homeless youth and families. Prioritizing the mental health of our children and families, and the systems that deliver mental health services, are critical to San Francisco's recovery from COVID-19. Preliminary analysis by San Francisco Behavioral Health Services/Department of Public Health has revealed a significant opportunity to generate federal matching funds on existing city non-federal expenditures. An analysis of the FY16-17 and 17-18 San Francisco Behavioral Health Services/Department of Public Health mental health cost report indicates potential to draw down an additional \$5-\$10 million in federal reimbursement through Mental Health Medi-Cal Administrative Activities and other federal reimbursement mechanisms annually. This project researches, establishes, and implements a mechanism for drawing down these funds.	January 1, 2021	June 30, 2023	REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
41320 - 21/22	ENVIRONMENT	\$125,000.00	<p>Contractor shall evaluate the feasibility of creating a microgrid on a portion of campus to support resiliency efforts (i.e., augment increasing electrical demands on infrastructure and campus power outages)</p> <ol style="list-style-type: none"> 1. Review generation options (solar) & microgrid charette 2. Review SFO's documentation on critical infrastructure 3. List critical infrastructure and life/safety/systems with estimate of burn rate by hour 4. Capacity and longevity of alternative/backup power currently available for entire airport 5. Determine best location for microgrids on campus 	March 1, 2022	February 29, 2024	REGULAR
49224 - 21/22	ENVIRONMENT	\$5,000,000.00	<p>Funding comes from the State of California through the Bay Area Regional Energy Network (BayREN). BayREN is a coalition of the Bay Area's nine counties — a network of local governments partnering to promote resource efficiency at the regional level, focusing on energy, water and greenhouse gas reduction. BayREN is a project of the Association of Bay Area Governments / Metropolitan Transportation Commission.</p> <p>Contractor will provide a) professional energy efficiency consulting, b) utility data measurement, analysis and verification services, and c) provide SFE with a group of qualified, vetted equipment installation contractors to install energy efficiency equipment in small- and medium-sized businesses (SMB).</p>	April 1, 2022	March 31, 2024	REGULAR
44853 - 21/22	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING	\$7,800,000.00	<p>The Department of Homelessness and Supportive Housing (HSH) requires consultants to deliver several time-limited and/or as-needed projects/services, including a strategic framework review/progress report for HSH's five-year strategic framework; as-needed community and stakeholder engagement to inform needs and strategy; strategic planning; systems modeling to develop funding priorities; provide facilitation, coaching and planning services to support HSH's organizational development and the development of the executive leadership and management teams; Homelessness Response System capacity building; system-wide capacity-building services, including capacity-building services for the temporary shelter system and temporary shelter system training, policy, and procedure manual; equity impact analysis and recommendations for HSH-funded programs; review professional development opportunities to ensure alignment with HSH equity action plan and</p>	July 1, 2022	June 30, 2027	REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			other equity goals; assistance with disaster preparedness planning; assistance with building trust and optimizing collaboration with homeless service contractors and other community partners; evaluation of HSH-funded programs and strategies; as-needed grant writing to secure non-local funding as opportunities arise; and time-limited project management support to HSH.			
43081 - 21/22	JUVENILE PROBATION	\$320,000.00	The Ombudsperson is responsible for resolving grievances submitted by detained youth at Juvenile Probation Department (JPD) detention facilities. Contractor will serve as a neutral and independent agent who is a liaison between detainees, their parents/guardians and Department staff. When a youth files a grievance, contractor shall investigate and resolve through appropriate means including mediation between the youth and the Department and where appropriate shall recommend procedural changes as part of the recommended resolution of a grievance. The contractor will also meet with the Juvenile Hall Director or his/her designee at least quarterly to provide feedback regarding client service issues and to make policy recommendations. They will compile program data for monthly reports summarizing the number, source, and outcome of complaints handled and reporting hours of service provided. The contractor will also develop and maintain individual case files for every complaint and issue a letter outlining the complaint, findings, and recommendations to the complainant, as appropriate.	July 1, 2022	June 30, 2026	REGULAR
42673 - 21/22	MUNICIPAL TRANSPORTATION AGENCY	\$117,740,000.00	<p>The Train Control Upgrade Project (TCUP) is a ten-year capital program that will procure a new Communications Based Train Control (CBTC) system to replace the aging train control signal system currently installed in the Market Street Subway and expand CBTC to the surface. It will provide operations and service planning staff with the tools necessary to deliver reliable, speedy, high-frequency rail transit to, from, and within downtown San Francisco. When installed, the new CBTC system will cover the entire Muni Metro railway.</p> <p>The CBTC system needs to be designed and engineered to meet SFMTA's requirements and ensure safety, reliability, availability, and maintainability. After preliminary design, train control components will be installed along the Muni Metro trackway and fitted to the LRV4 light rail vehicles in a geographically phased approach. Each</p>	February 1, 2023	February 1, 2031	REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			<p>phase will feature detailed design and construction, with project completion expected in FY31.</p> <p>This contract includes design and engineering services necessary to develop a CBTC system. The services must be provided by a CBTC system supplier, as a supplier understands the design of their own proprietary system. The scope of the proposed personnel services contract includes this design and engineering, as well as the installation of train control components on-board LRV4 light rail vehicles.</p>			
45126 - 21/22	MUNICIPAL TRANSPORTATION AGENCY	\$450,000.00	<p>Contractor to furnish and install equipment and software (SensID by Sensys Networks or equivalent) at 11 locations to collect, compile and process origin-destination travel time data using Bluetooth re-identification with anonymized Media Access Control (MAC) addresses. The equipment shall be solar-powered and mounted on pre-selected utility poles, with cloud-based data transmission (no data cable connections on the ground will be available). Contractor will generate reports of travel times between selected locations based on San Francisco Municipal Transportation Agency's (SFMTA) needs. Travel time data shall be exportable to common formats such as .csv. Travel time data collection will be conducted for a one-year period, with an optional extension of one additional year. At the end of the contract, contractor will remove equipment as contractor's material.</p>	March 1, 2022	December 31, 2024	REGULAR
45324 - 21/22	MUNICIPAL TRANSPORTATION AGENCY	\$4,000,000.00	<p>On-going support, maintenance, and licensing of the Intelex application. Future development of Intelex to support San Francisco Municipal Transportation Agency's evolving business requirements and to keep San Francisco Municipal Transportation Agency in compliance with local, state, and federal regulations.</p>	April 1, 2022	March 31, 2027	REGULAR
31794 - 21/22	PUBLIC UTILITIES COMMISSION	\$758,340.00	<p>The SFPUC's capital infrastructure projects are covered by a Project Labor Agreement which establishes a uniform process for contractors to hire, manage, and maintaining their workforce during the construction activities on our projects. The agreement further utilizes the process by which unions and contractors can work with local area community organizations to identify, recruit and train local workers to participate on their projects in order to comply with federal, State, and local workforce requirements, including the State's Journey to Apprenticeship Ratios and the City's Local Hire Policy</p>	July 1, 2019	June 30, 2025	REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			<p>for construction. In order to ensure contractors have the ability to recruit local workers with the necessary skills to participate no our unique capital projects, the SFPUC supports local community organizations with conducting union-approved multi-craft core curriculum and pre-apprenticeship construction training. Successful graduates from these pre-apprenticeship training programs then enter into union apprenticeships, including but not limited to, Carpenters, Laborers, Operating Engineers, and Electricians unions to work on our projects and other projects in their local community.</p>			

TOTAL AMOUNT \$141,793,340

POSTING FOR

March 21, 2022

PROPOSED PERSONAL SERVICES CONTRACTS – MODIFICATION

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
32875 - 19/20 - MODIFICATIONS	March 21, 2022	BOARD OF SUPERVISORS -- BOS	\$100,000	\$200,000	Digitization of DVD and VHS recordings of archived legislative proceedings of the Board of Supervisors and its Committees spanning from 1992-2006. The San Francisco Public Library (SFPL) currently houses approximately 2,995 DVDs and 2,124 VHS tapes of Board proceedings that will need to be converted into a digital media format (mp4, wmv, avi, etc.) for preservation and retention. Approximate average runtime is ~1 hour each. SFGovTV does not retain digital video archives of Board and Committee meetings prior to mid-2006, and it is the Office of the Clerk of the Board's (COB) chartered duty to ensure retention and preservation of available Board and Committee meeting archives. Digitized recordings will be retained and available for public	11/01/2019	10/30/2024	REGULAR

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					accessibility/request, and COB will coordinate with SFGovTV and Granicus for web access.			
44359 - 19/20 - MODIFICATIONS	March 21, 2022	DEPARTMENT OF BUILDING INSPECTION -- DBI	\$2,000,000	\$4,000,000	Department to re-issue a Request for Qualifications (RFQ) to seek responses from Respondents demonstrating expertise in one or more of the following Areas: 1) Structural Design Review; and 2) Geotechnical and Geological Engineering Review. Based on the responses from this RFQ, Department will create a pre-qualified list of consultants/professionals and academic experts from which Department may choose prospective contractors, on an as-needed basis for up to five (5) years of the pre-qualification notification date, to advise the Department in structure design and plan review for privately-sponsored projects. Due to continued development of buildings that require structural and geotechnical review, these specialized services are still needed.	02/03/2022	06/30/2026	REGULAR

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
32678 - 17/18 - MODIFICATIONS	March 21, 2022	DEPARTMENT OF EMERGENCY MANAGEMENT -- ECD	\$50,000	\$150,000	Contractor will provide upgrades to the grants management system used by the Department of Emergency Management - Urban Areas Security Initiative (UASI) and partner jurisdictions. This system allows for submission of grant applications, project status reporting, and fiscal management activities. Contractor will provide upgrades to the current UASI website in order to better promote the Urban Areas Security Initiative (UASI) program and its regional projects. The enhanced website and upgrades to the grants management system will continue to allow DEM-UASI the ability to promote their programs and administer and oversee the UASI grant in an efficient and effective manner.	04/01/2022	03/31/2024	ADMINISTRATIVE APPROVAL

TOTAL AMOUNT \$2,150,000

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

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - CITY ADMIN -- ADM

Dept. Code: ADM

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

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

Type of Service: As-Needed Relocation Coordinator Services

Funding Source: General Fund

PSC Duration: 5 years

PSC Amount: \$5,000,000

1. Description of Work

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

To provide as-needed relocation coordinator services. These services will include assessing old and new locations, developing of a relocation plan and move strategy, inventorying of furniture and equipment, identifying and managing potential risks to equipment and other special items, developing a move instruction guide for departments, supervising the move and decommissioning (closing down) facilities from which departments moved.

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

In the case of Animal Care & Control (ACC) and Fleet Management (Fleet), they both have expensive items such as hospital equipment for the animals and auto repair/maintenance equipment for City fleet. Consequences of denial would be potential damage to City property and equipment; project is mismanaged and stalled; and disrupt the operations as an end result.

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 General Services Agency has used these services in the past and copies of past PSCs are being attached. Notably, a move consultant was hired when City Hall was relocated to multiple locations during seismic retrofit. Additionally, it is our understanding that the San Francisco Public Utilities Commission used a move consultant for relocation from Market Street to Golden Gate Avenue, and the San Francisco Police Department used a move consultant for the Public Safety Building in Mission Bay.

D. Will the contract(s) be renewed?

May be renewed if services are still 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.
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:

These services are for an as-needed basis for Citywide use.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: The Contractor must have a minimum of five years of experience within the last five years in relocating, coordinating, managing, developing, and executing moving services for large organizations or entities with comparable in size with the City departments.

B. Which, if any, civil service class(es) normally perform(s) this work? 1823, Senior Administrative Analyst; 1824, Pr Administrative Analyst; 4142, Senior Real Property Officer;

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

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

These resources are not available within the City.

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

A. Explain why civil service classes are not applicable.

City employees do not have method tools, knowledge, experience and expertise to plan and execute the relocation coordination for moving.

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 seldomly performed. These services are on an as-needed basis. The needs can be different from department to department such as moving medical equipment for ACC verses moving equipment for Fleet.

6. Additional Information

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
No. No training will be provided.

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 01/21/2022, 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: City Hall, Room 430 San Francisco, CA

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 43302 - 21/22

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/21/2022

Receipt of Union Notification(s)

Khaw, Lynn (ADM)

From: dhr-psccordinator@sfgov.org on behalf of lynn.khaw@sfgov.org
Sent: Friday, January 21, 2022 7:18 PM
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; Khaw, Lynn (ADM); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 43302 - 21/22

RECEIPT for Union Notification for PSC 43302 - 21/22 more than \$100k

The GENERAL SERVICES AGENCY - CITY ADMIN -- ADM has submitted a request for a Personal Services Contract (PSC) 43302 - 21/22 for \$5,000,000 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/17890> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

Additional Attachment(s)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - 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: Relocation Advice and AssistanceFunding Source: General FundPSC Duration: 5 yearsPSC Amount: \$750,000**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

The vendor will provide as needed advice and services to the Real Estate Department on relocation issues when the City purchases, condemns or receives as a gift to the City a building for City use and therefore must relocate existing tenants. Vendor will provide strategic planning for relocation assistance including preparation of relocation plans, study, and implementation of same; preparation of mandated notices, information brochures and other documents as required by state and/or federal relocation laws and regulations; perform claims administration and recommendations; determine eligibility for relocation benefits under applicable laws and guidelines; provide advisory assistance to those who are displaced; perform timely preparation and distribution of notices to vacate and other notices as required; and provide both business and residential relocation services as necessary.

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

Upon acquisition or condemnation of property, the City must provide relocation assistance under state and/or federal law. Depending on the project's monetary sources (e.g., Federal funds come with specific requirements for relocation), failure to provide relocation assistance and advice could result in a business and/or resident not relocating, delay a project, and/or potentially result in legal action against the 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.

These services were provided under contract.

D. Will the contract(s) be renewed?

New contracts under new RFP.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.
not applicable**2. Reason(s) for the Request****A. Indicate all that apply (be specific and attach any relevant supporting documents):**

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

REASON FOR CHECKING OTHER:

Very specialized knowledge and expertise are required.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: At least five (5) years residential and commercial relocation services for governmental entities; licensed and certified to conduct business in State of California; successful completion of course on the Uniform Relocation Assistance and Real Property Acquisition Policies Act; successful completion of course on relocation assistance; experience testifying as expert witness in Relocation Assistance Appeals Board proceeding or Superior Court actions regarding relocation claims; experience in office, commercial and residential relocations in Bay Area during the last two (2) years.
- B. Which, if any, civil service class(es) normally perform(s) this work? 4142, Senior Real Property Officer;
- 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 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.
The only Civil Service classification that provides a small portion of these services is Senior Real Property Officer Class 4142. That classification does not have the specialized knowledge and training required.
- 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 specialized and as needed. No one classification would have the range and depth of knowledge required.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
No. No training will be provided.
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.

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

No.

7. **Union Notification:** On 03/07/2019, 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: 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# 43054 - 18/19

DHR Analysis/Recommendation:

action date: 06/03/2019

Commission Approval Required

Approved by Civil Service Commission

06/03/2019 DHR Approved for 06/03/2019

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - CITY ADMINDept. Code: ADMType of Request: Initial Modification of an existing PSC (PSC # 42017 - 14/15)Type of Approval: Expedited Regular Annual Continuing (Omit Posting)Type of Service: Relocation AssistanceFunding Source: General FundPSC Original Approved Amount: \$300,000PSC Original Approved Duration: 02/01/15 - 01/31/19 (4 years)PSC Mod#1 Amount: \$250,000PSC Mod#1 Duration: no duration addedPSC Mod#2 Amount: no amount addedPSC Mod#2 Duration: 02/01/19-07/01/19 (21 weeks 3 days)PSC Cumulative Amount Proposed: \$550,000PSC Cumulative Duration Proposed: 4 years 21 weeks**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

Strategic Planning For Relocation Assistance including preparation of relocation plans, study, and implementation of same; preparation of mandated notices, information brochures and other documents as required by state and/or federal Relocation Law; claim administration and recommendations; determination of eligibility for relocation benefits under applicable laws and guidelines; advisory assistance to those who are displaced; timely preparation and distribution of notices to vacate and other notices as required; provide both business and residential relocation services as necessary.

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

Upon acquisition or condemnation of property, the City must provide relocation assistance under state and/or federal law. Depending on the project's monetary sources, failure to provide could result in business and/or resident not relocating, delay in project, lawsuit against City for all of same.

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

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

REASON FOR CHECKING OTHER:

Very specialized knowledge/expertise required. Short term period

Explain the qualifying circumstances:

no response from department

B. Reason for the request for modification:

Additional departments will be moving, thus additional relocation assistance required. No funds being added; only several months duration.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: At least 5 years residential and commercial relocation services for governmental agencies; licensed and certified to conduct business in State of California; successful completion of course on Uniform Relocation Assistance and Real Property Acquisition Policies Act; successful completion of course on relocation assistance; experience testifying as expert witness in Relocation Assistance Appeals Board proceeding or superior court action regarding relocation claims; experience in office, commercial and residential relocations in Bay Area in last two (2) years

B. Which, if any, civil service class(es) normally perform(s) this work? 4142, Senior Real Property Officer;

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 services classes do not possess the expertise, experience and knowledge for tasks required

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

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 to 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.

Yes. Civil Service approved 8.6.18

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

This is for additional work to be done

7. **Union Notification:** On 11/27/18, 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# 42017 - 14/15

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 12/06/2018

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - CITY ADMIN Dept. Code: ADM

Type of Request: [] Initial [x] Modification of an existing PSC (PSC # 42017 - 14/15)

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

Type of Service: Relocation Assistance

Funding Source: General Fund

PSC Original Approved Amount: \$300,000 PSC Original Approved Duration: 02/01/15 - 01/31/19 (4 years)

PSC Mod#1 Amount: \$250,000 PSC Mod#1 Duration: no duration added

PSC Mod#2 Amount: PSC Mod#2 Duration:

PSC Cumulative Amount Proposed: \$550,000 PSC Cumulative Duration Proposed: 4 years

1. Description of Work

A. Scope of Work:

Strategic Planning For Relocation Assistance including preparation of relocation plans, study, and implementation of same; preparation of mandated notices, information brochures and other documents as required by state and/or federal Relocation Law; claim administration and recommendations; determination of eligibility for relocation benefits under applicable laws and guidelines; advisory assistance to those who are displaced; timely preparation and distribution of notices to vacate and other notices as required; provide both business and residential relocation services as necessary.

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

Upon acquisition or condemnation of property, the City must provide relocation assistance under state and/or federal law. Depending on the project's monetary sources, failure to provide could result in business and/or resident not relocating, delay in project, lawsuit against City for all of same.

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

By contract

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

2. Union Notification: On 06/26/18, the Department notified the following employee organizations of this PSC/RFP request: Architect & Engineers, Local 21;

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 42017 - 14/15

DHR Analysis/Recommendation: 08/06/2018

Commission Approval Required Approved by Civil Service Commission

DHR Approved for 08/06/2018 08/06/2018

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

At least 5 years residential and commercial relocation services for governmental agencies; licensed and certified to conduct business in State of California; successful completion of course on Uniform Relocation Assistance and Real Property Acquisition Policies Act; successful completion of course on relocation assistance; experience testifying as expert witness in Relocation Assistance Appeals Board proceeding or superior court action regarding relocation claims; experience in office, commercial and residential relocations in Bay Area in last two (2) years

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

4142,

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

No

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

Civil services classes do not possess the expertise, experience and knowledge for tasks required

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

No. This is a short term project.

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

YES NO

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

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD ON 06/26/18 BY:

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

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

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: CHILDREN; YOUTH & THEIR FAMILIES -- CHF

Dept. Code: CHF

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

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

Type of Service: Federal Fund Matching Activities

Funding Source: Children's Fund

PSC Amount: \$600,000

PSC Est. Start Date: 01/01/2021

PSC Est. End Date 06/30/2023

1. Description of Work

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

Currently, San Francisco Behavioral Health Services/Department of Public Health does not claim Federal funds (Medicaid) to support children’s mental and emotional health. Recent data shows that concerns around mental well-being were exacerbated by the pandemic especially among historically marginalized groups including African American, Native American, Latina/o/x, Pacific Islander, Foster, and Homeless youth and families. Prioritizing the mental health of our children and families, and the systems that deliver mental health services, are critical to San Francisco’s recovery from COVID-19.

Preliminary analysis by San Francisco Behavioral Health Services/Department of Public Health has revealed a significant opportunity to generate federal matching funds on existing city non-federal expenditures. An analysis of the FY16-17 and 17-18 San Francisco Behavioral Health Services/Department of Public Health mental health cost report indicates potential to draw down an additional \$5-\$10 million in federal reimbursement through Mental Health Medi-Cal Administrative Activities and other federal reimbursement mechanisms annually. This project researches, establishes, and implements a mechanism for drawing down these funds.

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

The services are necessary because the City currently does not possess the working knowledge associated with the process to claim these federal reimbursements. Denial of this service would result in the potential loss of an additional \$5-10M of Federally reimbursable funds for the San Francisco Department of Public Health.

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 not been provided in the past.

D. Will the contract(s) be renewed?

No, this is a one-time activity.

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:

In collaboration with the Department of Public Health and the San Francisco Unified School District we were unable to identify any existing City personnel who have the knowledge and expertise required to comply with the federal administrative claiming process and methodology.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: The ability to establish, and implement a mechanism for drawing down federal funds through Mental Health Medi-Cal Administrative Activities and other federal reimbursement mechanisms and train City Departments and Community Based Organizations on the process.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1630, Account Clerk; 1632, Senior Account Clerk; 1634, Principal Account Clerk; 1635, Health Care Billing Clerk 1; 1636, Health Care Billing Clerk 2;
- 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?

In collaboration with the Department of Public Health and the San Francisco Unified School District we were unable to identify any existing City personnel who have the knowledge and expertise required to comply with the federal administrative claiming process and methodology.

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

- A. Explain why civil service classes are not applicable.
No current Civil Service class has the necessary requirements associated with the federal administrative claiming process.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. The proposed services provided are intended to develop the process and methodology, then train and inform necessary City Staff to perform the process of securing federal matching funds on existing city non-federal expenditures.

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. We estimate 175 hours of training time needed for Health Care Billing personnel at the Department of Public Health/San Francisco Behavioral Health 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 12/23/2021, the Department notified the following employee organizations of this PSC/RFP request:
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: Loren Newquist Phone: 6286527133 Email: loren.newquist@dcyf.org

Address: 1390 Market Street, Suite 900 San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 41272 - 21/22

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/21/2022

Receipt of Union Notification(s)

Choi, Suzanne (HRD)

From: dhr-psccordinator@sfgov.org on behalf of loren.newquist@dcyf.org
Sent: Thursday, December 23, 2021 1:33 PM
To: Newquist, Loren (CHF); Laxamana, Junko (BOS); sarah.wilson@seiu1021.org; Sandeep.lal@seiu1021.me; leah.berlanga@seiu1021.org; Frigault, Noah (HRC); Meyers, Julie (HSA); thomas.vitale@seiu1021.org; Ricardo.lopez@sfgov.org; Basconcillo, Katherine (PUC); pcamarillo_seiu@sbcglobal.net; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; ted.zarzecki@seiu1021.net; davidmkersten@gmail.com; xiumin.li@seiu1021.org; Poon, Sin Yee (HSA); david.canham@seiu1021.org; jtanner940@aol.com; Newquist, Loren (CHF); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 41272 - 21/22

RECEIPT for Union Notification for PSC 41272 - 21/22 more than \$100k

The CHILDREN; YOUTH & THEIR FAMILIES -- CHF has submitted a request for a Personal Services Contract (PSC) 41272 - 21/22 for \$600,000 for Initial Request services for the period 01/01/2021 – 06/30/2023. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrDrupal/node/17728> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: ENVIRONMENT -- ENV

Dept. Code: ENV

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

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

Type of Service: Microgrid Feasibility Consultant

Funding Source: Local

PSC Duration: 2 years

PSC Amount: \$125,000

1. Description of Work

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

Contractor shall evaluate the feasibility of creating a microgrid on a portion of campus to support resiliency efforts (i.e., augment increasing electrical demands on infrastructure and campus power outages)

1. Review generation options (solar) & microgrid charette)
2. Review SFO's documentation on critical infrastructure
3. List critical infrastructure and life/safety/systems with estimate of burn rate by hour
4. Capacity and longevity of alternative/backup power currently available for entire airport
5. Determine best location for microgrids on campus

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

Microgrids are an emerging area of energy infrastructure. Without the outside specialized experience of the contractor the City would not be able to assist SFO with its Microgrid Feasibility Study to guide SFO in the development of its on-campus energy supply source for increased safety and resilience.

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, New item.

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:

This is a short term project need that requires specialized experience, only temporarily needed.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Previous experience with Microgrids, energy distribution, knowledge of

current energy generation processes, loads, and utilities.

B. Which, if any, civil service class(es) normally perform(s) this work? 5207, Assoc Engineer; 5638, Environmental Assistant; 5640, Environmental Spec; 5642, Sr. Environmental Spec;

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.

Knowledge and experience with past microgrid studies is specialized, and not contained within the knowledge of the department's staff.

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 is a short term project need.

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 component associated. Work produces a study/report.

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. It is possible. We have four submissions for the project from the RFQ Pool. Two of four submissions have current contracts with the department. TRC Engineers-BayRen Energy Program & Arup North America-Energy Consultation

7. Union Notification: On 01/20/2022, the Department notified the following employee organizations of this PSC/RFQ request:

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

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

Name: David Kashani Phone: 415-355-3704 Email: david.kashani@sfgov.org

Address: 1155 Market Street, 3rd Floor San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 41320 - 21/22

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/21/2022

Receipt of Union Notification(s)

From: dhrrpscordinator@sfgov.org on behalf of david.kashani@sfgov.org
To: [Kashani, David \(ENV\); Laxamana, Junko \(BOS\); WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; amakayan@ifpte21.org; L21PSCReview@ifpte21.org; Kashani, David \(ENV\); DHR-PSCCoordinator, DHR \(HRD\)](mailto:Kashani, David (ENV); Laxamana, Junko (BOS); WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; amakayan@ifpte21.org; L21PSCReview@ifpte21.org; Kashani, David (ENV); DHR-PSCCoordinator, DHR (HRD)@ifpte21.org)
Subject: Receipt of Notice for new PCS over \$100K PSC # 41320 - 21/22
Date: Thursday, January 20, 2022 2:35:01 PM

RECEIPT for Union Notification for PSC 41320 - 21/22 more than \$100k

The ENVIRONMENT -- ENV has submitted a request for a Personal Services Contract (PSC) 41320 - 21/22 for \$125,000 for Initial Request services for the period 03/01/2022 – 02/29/2024. 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/17880> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT

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

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: ENVIRONMENT -- ENV

Dept. Code: ENV

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

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

Type of Service: BayREN Business FLEXMarket

Funding Source: Grant funding

PSC Duration: 2 years

PSC Amount: \$5,000,000

1. Description of Work

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

Funding comes from the State of California through the Bay Area Regional Energy Network (BayREN). BayREN is a coalition of the Bay Area's nine counties — a network of local governments partnering to promote resource efficiency at the regional level, focusing on energy, water and greenhouse gas reduction. BayREN is a project of the Association of Bay Area Governments / Metropolitan Transportation Commission.

Contractor will provide a) professional energy efficiency consulting, b) utility data measurement, analysis and verification services, and c) provide SFE with a group of qualified, vetted equipment installation contractors to install energy efficiency equipment in small- and medium-sized businesses (SMB).

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

This service is necessary because historically, participation in energy efficiency programs from the SMB sector has been low as compared to large-sized business and industrial sectors. As a consequence of denial, SMB participation will continue to remain low while wasting energy.

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 in the past by third-parties.

D. Will the contract(s) be renewed?

Yes, depending on funding availability and need.

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

not applicable

2. Reason(s) for the Request

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

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

Cases where future funding is so uncertain that the establishment of new civil service positions, classes or programs is not feasible (including situations where there is grant funding).

B. Explain the qualifying circumstances:

1. This work critically involves proprietary software. 2. state-funding for this contract is subject to review and oversight by the California Public Utilities Commission. Therefore, this funding is NOT guaranteed.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Extensive knowledge of contractor's proprietary software, energy efficiency, energy conservation, energy procurement and related financial issues, including but not limited to: (i) experience implementing meter-based, small-medium commercial energy-efficiency programs; (ii) specialized engineering and commercial building analysis; (iii) financial planning services for energy efficiency projects; (iv) utility data collection, analysis and reporting; and (v) mitigate against the risk from under-performing energy-efficiency projects

B. Which, if any, civil service class(es) normally perform(s) this work? 5640, Environmental Spec; 5642, Sr. Environmental Spec;

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 services classes are not applicable because contractor will provide proprietary software that enables the data and referral services.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, it would NOT be practical to adopt a new civil service class to perform this work because this work critically involves proprietary software. Also, funding for this contract is NOT guaranteed. It is subject to regular reviews and require State approvals. As such, it's not feasible to adopt a new civil service class to perform this 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. Training is not a component of the contract.

- 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. Contract for: Utility meter measurement and verification

7. Union Notification: On 01/21/2022, the Department notified the following employee organizations of this PSC/RFP request:
Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21

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

Name: David Kashani Phone: 415-355-3704 Email: david.kashani@sfgov.org

Address: 1155 Market Street, 3rd Floor San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 49224 - 21/22

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/21/2022

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of david.kashani@sfgov.org
To: [Kashani, David \(ENV\); Laxamana, Junko \(BOS\); WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; amakayan@ifpte21.org; L21PSCReview@ifpte21.org; Kashani, David \(ENV\); DHR-PSCCoordinator, DHR \(HRD\)](mailto:Kashani, David (ENV); Laxamana, Junko (BOS); WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; amakayan@ifpte21.org; L21PSCReview@ifpte21.org; Kashani, David (ENV); DHR-PSCCoordinator, DHR (HRD)@ifpte21.org)
Subject: Receipt of Notice for new PCS over \$100K PSC # 49224 - 21/22
Date: Friday, January 21, 2022 1:58:08 PM

RECEIPT for Union Notification for PSC 49224 - 21/22 more than \$100k

The ENVIRONMENT -- ENV has submitted a request for a Personal Services Contract (PSC) 49224 - 21/22 for \$5,000,000 for Initial Request services for the period 04/01/2022 – 03/31/2024. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/17885> 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

1. **Description of Services.** Contractor agrees to perform the following Services as described in this Appendix. All printed work-products, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

2. **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.

3. **Reports.** Contractor software shall allow the Authorized User to customize reports whenever needed by the Authorized User, based on Program details, including but not limited to project identification numbers, meter identification numbers, calculated energy savings in kilowatt-hours, therms and British Thermal Units (“BTUs”), calculated incentives due for the month and quarter, and in a format approved by the Department. The ability to customize and produce reports from the Contractor software, whenever necessary, material term and condition of this Agreement.

4. **Department Liaison**

In performing the Services provided for in this Agreement, Contractor’s liaison with the Department of the Environment will be Lowell Chu, Interim Energy Program Manager, or Tessa Sanchez, Energy Efficiency Specialist.

5. **Introduction.** In general, this Agreement requires the Contractor to provide all necessary services and software to support the Program, including but not limited to:

- A. Calculate energy savings from energy efficiency retrofits installed through the Program in accordance with (a) most up-to-date CalTRACK 2.0 energy savings calculation methods, as documented at <http://docs.caltrack.org/en/latest/methods.html>; (b) CPUC’s Rulebook for Programs and Projects Based on Normalized Metered Energy Consumption, adopted by Administrative Law Judge ruling on January 7, 2020, as part of Rulemaking 13-11-005 (See <https://www.cpuc.ca.gov/general.aspx?id=6442456320>); and (c) BayREN Measurement and Verification Plan, incorporated into the Program Implementation Plan and published at <https://cedars.sound-data.com/programs/BAYREN06/details/>. The types of energy savings include net, gross and payable savings. The methodology to calculate must be transparent, auditable, meet CPUC requirements and be presented to the Department to be documented in the Implementation Plan filed with the CPUC.

- B. Provide third-party access to results, per Department direction, via the Third Party API.

- C. Provide accounting tools for translating metered savings into monetary and other values via the Ledger Module.
 - D. Conduct monthly meetings with the Department and BayREN to resolve any Contractor software, data, measurement and verification issues, develop best-practices for claiming meter-based energy savings and to optimize the Program.
 - E. Work with the Department and BayREN to continuously optimize the Program by collecting and storing all of the data that the Program needs to substantiate its net, gross and payable energy savings claims and by providing supporting analytics via the Recurve Analytics Module in the Calculation of Charge, Appendix B.
 - F. **Time is of the essence.** Contractor must notify in writing the Department and BayREN any delays in the achievement of the time-sensitive tasks listed below and an estimate of the length of the delay. Within thirty (30) days of contract execution, the Department and BayREN will have a fully functional M&V platform that meets the requirements set forth. Failure to act shall be considered a breach of contract.
6. **Contractor tasks** are separated into two (2) categories: I) Platform Service and II) Reporting and Embedded Measurement and Verification Strategies.

I. Platform Services

A. Platform Infrastructure

- 1. Contractor shall provide the Department and BayREN with the “standard” platform package (intended for use with 100,000 utility meters or less) for continuous tracking of energy consumption data for all projects enrolled in the Program. The standard platform shall be:
 - a. designed for continuous energy savings measurement, supporting daily updates of metered energy data for real-time insight into each Program-enrolled project and the Program’s portfolio (overall) performance; and
 - b. serve as the Program’s system of record for energy savings and calculated performance incentive payments, and accompanied by a set of accounting tools for translating metered savings into monetary and other values; and
 - c. configured to use the CalTRACK 2.0 savings calculations on all Program-enrolled projects; and
 - d. capable of displaying the calculation results in an intuitive format at the project-level and at Program portfolio level; and
 - e. deployed on Heroku Postgres servers, compliant with ISO 27001, 27107, and 27018 as well as SOC-1, -2, and -3 with all data encrypted in transit and at rest; and

- f. secured; protected by two-factor authentication and all Authorized User are pre-approved by the Department and BayREN.
2. Automate the Extract, Transform, Load (“ETL”) of Database Functions for each Program Project – Within ninety (90) calendar days of commencement of work, Contractor shall commence and continue providing, on a monthly basis, a complete data transfer, extract, transform and load, that supports manual data loading into the Contractor platform.
 3. Data Overview – Contractor shall gather and store data consisting of:
 - a. Historical Energy Consumption Data – electricity and gas consumption at the most granular levels available through PG&E ShareMyData; and
 - b. Meter Location(s) of Each Enrolled Program Participant; and
 - c. Utility Account and Service Agreement Identification Numbers

Contractor shall access customer data through a process as specified by the Department and subject to negotiation with PG&E. Contractor shall pull the data when the Program Participant explicitly authorizes data sharing through PG&E’s “Share My Data” portal and authorization workflow. The Contractor pulls the data from PG&E from an application programming interface (“API”) between Contractor and PG&E. When a Program Participant explicitly authorizes their data to be shared by logging into their online PG&E account and affirmatively sharing data with the program, their account becomes available within PG&E’s “Share My Data” infrastructure for the designated organization (i.e. Contractor) to fetch an electronic authorization token for that PG&E account. Contractor will use that authorization token to fetch the account information for the customer as well as the consumption information for that Program Participant. This data is transmitted through “Share my Data” to the Contractor. The Contractor stores the data in a secure cloud-based data warehouse. Upon receiving the data, the Contractor also receives a new token that is used the next time (typically the next day) the Contractor fetches historical consumption data for the customer. This process continues until the Contractor no longer requests data, the PG&E account changes, or the Program Participant rescinds its authorization within the “Share My Data” section of their PG&E account interface.

Upon receipt of the data, the Contractor shall clean and normalize the energy usage data tied to the utility meters that are linked to specific buildings, and if applicable, past project data, and weather data files sourced from the U.S. National Oceanic and Atmospheric Administration. Contractor’s platform shall provide Authorized Users with visibility into all raw data, plus any projects being tracked, and any additional analysis that has been performed.

Contractor shall cease pulling the data when the Program Participant rescinds their authorization to share data, or the Program no longer needs the data to

calculate eligible rebate twenty-four (24) months after the new equipment is in-serviced.

Contractor shall use the data only to calculate cumulative energy savings and payable rebate amounts and to optimize the Program, unless permission for additional uses are provided in writing by the Department.

4. Platform Overview - The platform consists of two (2) data-nodes: Procurement Node and an Aggregator Node. The two (2) nodes are connected by a pipeline.
 - a. **Procurement Node** – This node supports Program administration, management, and evaluation through the Contractor’s analytics.
 - i. **Metered Savings** – The Contractor shall calculate the BayREN Commercial Program metered savings. Metered savings are the difference in metered energy consumption before and after the installation of the energy efficiency equipment, normalized to the weather conditions during that period. The Contractor shall calculate metered savings using most up-to-date CalTRACK methodology.
 - ii. **Normal Year Savings Analysis** – The Contractor shall conduct at a project level, a normal year analysis that compares forecasted energy savings of a project to actual metered energy savings.
 - iii. **Baseline Analysis** – The Contractor shall conduct a baseline analysis, comparing sites with similar characteristics that received energy efficiency equipment and sites that did not. This analysis provides insight into the impact of the BayREN Commercial Program. It is intended to support the CPUC program-evaluation process.
 - b. **Aggregator Node** – The aggregator node supports the Program Ally with the enrollment program leads and continuous monitoring of completed projects throughout the entire monitoring period of twenty-four (24) continuous months. The aggregator node also tracks performance incentive payment amounts and dates.
- B. The Recurve Platform instance deployed on behalf of the Department shall incorporate the following optional modules:
 - a. **Ledger** – Contractor shall furnish and maintain a digital ledger that provides an end-to-end system of record, or all the software as well as hardware required by the Program, to register projects and utility meters, calculate performance incentives and any incentive adjustment that facilitates the Department in managing payments and reporting savings to the CPUC. The Ledger is different than the Aggregator Node because the Ledger is intended for Program administration and therefore contain much more details than the Aggregator Node (intended for the Program Ally).

- b. 3rd Party API – Contractor shall work with the Department to setup and maintain an API to facilitate a unilateral data transfer, as specified by the Department, between machine-to-machine queries of Contractor’s data outputs. The Contractor shall pull the data from PG&E from an API between Contractor and PG&E or another secured method as directed by PG&E or the Department.
- c. Customer Success Support Package – Contractor shall furnish a “Customer Success Support Package” that provides a seasoned field-engineer (forward deployed) responsible for a set of automated data pipelines. Contractor shall set up recurring, monthly meetings, provide basic platform understanding and operation, guidance for individual use case, and to review Program data and analysis results with the Department and BayREN.

II. Reporting and Embedded Measurement and Verification Strategies - The Contractor’s platform is the foundation for the Program’s reporting and embedded M&V strategy. Contractor shall develop, in collaboration with the Department, its contractors and subcontractors, energy savings claims approaches that meet the CPUC reporting requirements for monthly, quarterly and annual claims for meter-based energy savings, both gross and net. The resultant methodologies must be consistent with the latest CPUC guidelines for NMEC programs and reflective of the M&V strategy described in the latest “BayREN Commercial P4P Implementation Plan” filed publicly here: <https://cedars.sound-data.com/programs/BAYREN06/details/> .

A. Analytic Modules and Data Science Support - Consists of the following subtasks:

- 1. Targeting for Potential Participants - Contractor shall use data to screen for and identify buildings that exhibit potential to participate in the Program. In the first year of the contract, the Department and BayREN shall request permission from PG&E and CCAs for PG&E to release anonymized energy consumption data for utility accounts that are eligible in the Program. Contractor shall screen for utility accounts ineligible for the Program. Contractor shall receive the data from PG&E on behalf of the Department and BayREN. Contractor shall work with the Department, its contractors, and subcontractors to develop a list of criteria to screen the anonymized data, looking for accounts that exhibit signs of inefficient building systems. After the screening, Contractor shall request account holder contact information from PG&E for those buildings, and provide the Department and BayREN with the information in a form of a “leads list”. The Department and BayREN will conduct target Program marketing and outreach to those account holders listed on the “leads list.”

Contractor shall update the “leads list” every three months after the initial screening.

As needed, Contractor shall liaise between the Department and PG&E to facilitate this process under the “Analytics Package.”

Program Optimization – Contractor shall analyze Program-data, at both project and portfolio-levels, to identify any Program areas that could be optimized administratively and to improve program uptake. As requested, Contractor shall submit a written report, in PDF or MS Word format, to the Department. At a minimum, each report shall include any red-flags or findings, and recommendations to optimize the Program by reducing administration and implementation costs, recruit more Program Participants, improve energy savings calculation accuracy and streamline reporting process.

2. Develop a Gross Energy Savings Claim Method – Within ninety (90) calendar days of commencement of work, Contractor shall develop an approach to calculate aggregated, gross energy savings claims that can be automated from CalTRACK methods and meets all CPUC reporting requirements for NMEC programs.

Authorized Users will use Contractor’s platform to download outputs for monthly, quarterly and annual energy savings claims to the CPUC. Contractor will work from the latest M&V plan, as described in the latest BayREN Commercial P4P Implementation Plan. The gross energy savings claim method will also consider and finalize appropriate assumptions for CPUC reporting fields, beyond energy savings, as required by the inputs of the CPUC Cost Effectiveness Tool.

3. Develop a Claimable Energy Savings Claim Method – Within ninety (90) calendar days of commencement of work, Contractor shall develop a claimed energy savings method that is an extension of CalTRACK methods used to capture key components of gross savings definitions, per CPUC reporting requirements. Contractor is required to consider all of the necessary adjustments from avoided use in an actual weather year to a normal weather year (per CPUC reporting guidelines), and appropriate adjustments for non-routine events (“NRE”). NRE are described in the latest version of the “BayREN Commercial P4P Implementation Plan.”
4. Develop a Net Energy Savings Claim Method – Contractor shall work with the Department and its contractors to identify and test automated meter-based matching methods for identifying comparison groups that leverage data compiled from advanced metering infrastructure. The outcome of this task is a method for estimating claimable net energy savings for the Program. The net impact to hourly electrical load shape (net of population-wide changes in consumption) will be conducted through a two-stage approach. In the first stage, site-level NMEC savings are calculated (per gross savings methods), then in the second stage, the energy savings are adjusted by the population trend arrived at and through site level matched control groups.
5. Develop an Automated Energy Savings Claim for Reporting Process – Within ninety (90) calendar days of commencement of work, Contractor shall finalize the

payable, gross and net savings claims methods and devise automated outputs, i.e. report for the gross, net and payable savings claims. To the extent possible, Contractor shall create a transparent and seamless process for the Program to claim gross and net energy savings consistently and with clarity in the CPUC reporting process.

Throughout the development of the automated reporting process, Contractor shall document the payable, gross, and net energy savings claims methods, and make the documentation available to the Department and the public upon request.

The automation must be accompanied by documentation of all assumptions for cost effectiveness tool inputs (that are not energy savings) to the CPUC Cost Effectiveness Tool.

Annually, the Contractor shall prepare a data compliance checklist for the Program to use in defining data collection requirements for field-data collection from Program implementer (also known as “Program Ally”). The documentation and data will provide the validation for savings in preparation for CPUC evaluation and review.

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: Strategic Initiatives Consulting Services

Funding Source: General Funding

PSC Amount: \$7,800,000

PSC Est. Start Date: 07/01/2022

PSC Est. End Date 06/30/2027

1. Description of Work

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

The Department of Homelessness and Supportive Housing (HSH) requires consultants to deliver several time-limited and/or as-needed projects/services, including a strategic framework review/progress report for HSH’s five-year strategic framework; as-needed community and stakeholder engagement to inform needs and strategy; strategic planning; systems modeling to develop funding priorities; provide facilitation, coaching and planning services to support HSH's organizational development and the development of the executive leadership and management teams; Homelessness Response System capacity building; system-wide capacity-building services, including capacity-building services for the temporary shelter system and temporary shelter system training, policy, and procedure manual; equity impact analysis and recommendations for HSH-funded programs; review professional development opportunities to ensure alignment with HSH equity action plan and other equity goals; assistance with disaster preparedness planning; assistance with building trust and optimizing collaboration with homeless service contractors and other community partners; evaluation of HSH-funded programs and strategies; as-needed grant writing to secure non-local funding as opportunities arise; and time-limited project management support to HSH.

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

Inability to contract for the above services would prevent HSH and the City from strategically prioritizing funding based on equity and need, building its capacity, and creating a Strategic Plan to set, measure, and meet its goals and objectives. These plans are required for the Department to receive state funding starting in 2022.

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.

A Consultant was selected by HSH through competitive RFP process in 2017 and authorized by CSC via PSCs 2006 08/09 and 46663 17/18. The services included in this request expand upon the existing work under PSC 2006 08/09 and 46663 17/18 to reflect the department’s growth and City priorities.

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.

Actual agreement terms may vary based on funding availability and future need, but shall not exceed 5 years.

2. Reason(s) for the Request

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

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

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

B. Explain the qualifying circumstances:

Civil Services classes are not applicable because the Strategic Initiatives do not have a regular, recurring schedule.

There may be a demonstrated potential of conflict of interest because analysis must be done by employees that are impartial.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: The specific skills will vary based on the type of project/services provided. However, all consultants must have experience in working with municipalities/organizations that provide social services or services to people experiencing homelessness.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1824, Pr Administrative Analyst; 0922, Manager I; 0923, Manager II; 0931, Manager III; 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. The work is time-limited and/or will occur on an as-needed basis and may pose a conflict-of-interest if obtained within the City, because analysis done through this job should be impartial.

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 services are highly specialized per the scope of work required. In addition, the work is time-limited and project-bound and/or will occur on an as-needed basis, and may pose a conflict-of-interest if performed by City staff, as HSH would like consultants who are impartial to carry out required work.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. It would not be practical to adopt a new civil service class because the work is time-limited and not regular. The work may also fall under the conflict-of-interest category, as HSH would like consultants who are impartial to carry out required analyses, recommendations, and community engagement, for example.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
Yes. Yes. The consultants will create and implement training plans and may provide training for staff of the Homelessness Response System for the following interventions, competencies, and approaches: Housing First, homelessness prevention, emergency shelter, rapid rehousing, permanent supportive housing, flexible housing subsidy administration, housing search and navigation, housing stabilization, outreach, trauma-informed care, harm reduction, and conflict de-escalation. Number of training hours is to be determined.
- 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 01/24/2022, the Department notified the following employee organizations of this PSC/RFP request:

Management & Superv Local 21; Municipal Executive Association

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

Name: Monique Colon Phone: 4153555230 Email: monique.colon@sfgov.org

Address: 440 Turk Street San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 44853 - 21/22

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/21/2022

Receipt of Union Notification(s)

Choi, Suzanne (HRD)

From: dhr-psccordinator@sfgov.org on behalf of monique.colon@sfgov.org
Sent: Monday, January 24, 2022 8:05 PM
To: Colon, Monique (HOM); 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; Bellamy, Latasha (HOM); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 44853 - 21/22

RECEIPT for Union Notification for PSC 44853 - 21/22 more than \$100k

The DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING -- HOM has submitted a request for a Personal Services Contract (PSC) 44853 - 21/22 for \$7,800,000 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/17814> 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: DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE I Dept. Code: HOM

Type of Request: [] Initial [x] Modification of an existing PSC (PSC # 46663 - 17/18)

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

Type of Service: Strategic Initiatives Consulting Services

Funding Source: local, state, or federal funding

PSC Original Approved Amount: \$778,492 PSC Original Approved Duration: 07/01/18 - 06/30/22 (4 years)
PSC Mod#1 Amount: \$286,699 PSC Mod#1 Duration: no duration added
PSC Mod#2 Amount: \$1,555,770 PSC Mod#2 Duration: no duration added
PSC Cumulative Amount Proposed: \$2,620,961 PSC Cumulative Duration Proposed: 4 years

1. Description of Work

A. Scope of Work:

Technical assistance to the Department of Homelessness and Supportive Housing (HSH) to support the implementation of HSH's Five-Year Strategic Framework, and the Department's work to drive systems transformation and culture change. Includes assessment to Department's approach to addressing homelessness in San Francisco, as well as specific strategies in the following areas: adult homelessness, family homelessness, youth homelessness, street homelessness, coordinated entry systems for all populations, problem solving strategies, data and performance measurement.

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

Inability to continue existing services, including strategic framework implementation, change management, and Coordinated Entry processes would prevent the department from meeting its mission, goals and objectives. Coordinated Entry organizes the Homelessness Response System with a common, population-specific assessment, centralized data system, and prioritization method that directs Participants to the appropriate resources and allows for data-driven decision-making and performance-based accountability. Coordinated Entry in San Francisco is organized to serve three subpopulations, Adults, Families, and Youth. The process is four parts: access, assessment, prioritization, and referral. The implementation of CE is ongoing. The Homelessness Response System describes the overall system of services to address homelessness managed by the

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

The service is currently provided by Focus Strategies and the Department wishes to continue services. The original contract was signed in 2017 and authorized by CSC via PSCs 2006 08/09 and 46663 17/18.

D. Will the contract(s) be renewed? It may be renewed based on Department needs and Contractor performance.

2. Union Notification: On 02/24/20, the Department notified the following employee organizations of this PSC/RFP request: Professional & Tech Engrs, Local 21; Municipal Executive Association;

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 46663 - 17/18

DHR Analysis/Recommendation:

05/18/2020

Commission Approval Required

Approved by Civil Service Commission

DHR Approved for 05/18/2020

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

Minimum of ten (10) years of experience working on issues of homelessness and supportive housing

Minimum of five (5) years of proven experience successfully helping cities and counties with homeless systems re-design, including data systems related to homelessness, and conducting complex analyses

~~Experiences working with city and county agencies specializing in homelessness on multi-year work plans and~~

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

0922,0923,0931,0932,1825,1824,

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

No

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

These are highly specialized services per the years of experience and scope of work required. There are no existing civil service classifications that can provide these services.

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

No, it would not be practical to create a new class because of the immediate, short-term and on demand need for these services.

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

YES NO

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

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD
ON 02/24/20 BY:

Name: Monique Colon Phone: 4153555230 Email: monique.colon@sfgov.org

Address: 1360 Mission St, Ste. 200 San Francisco, CA 94103

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 Continued (Omit Posting)

Type of Service: Services that support all of the programs under the Human Services Agency

Funding Source: County, State and Federal PSC Duration: annual memo required
PSC Amount: \$25,415,000 PSC Est. Start Date: 07/01/2009 PSC Est. End Date: Continued

1. Description of Work

A. Scope of Work:

Services in support of the Agency include the following legal services such as process service, arbitration, Fair Hearing Officer services, and other specialized legal services not provided by the City Attorney, courier service, fiscal intermediary, credit checks, equipment maintenance and repairs, property management services, on-demand and supplemental translation and interpretation services, media and communications services including outreach to targeted populations served by the Agency, grant writing, program planning and evaluation, technical writing, environmental and industrial assessment services including ergonomics, mediation and dispute resolutions services, substance abuse compliance monitoring testing and paternity testing, criminal background checks, security services, population surveys, management information services, time study information system, business process mapping, one time document imaging conversion projects for archiving and transition to paperless system technology solutions for agency operations, off hours transportation services and specialized transportation including health and safety transportation and shuttle service.

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

These services are required to process 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 via a PSC, provide the most recently approved PSC # and upload a copy of the PSC.
PSC# 2000-05/06

D. Will the contract(s) be renewed? Yes, based upon funding, performance and procurement

2. Union Notification: On none, the Department notified the following employee organizations of this PSC/RFP request: no unions notified

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 2006-08/09

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 06/02/2014

Continued the report to the Commission meeting of June 16, 2014 so that the Human Services Agency can submit to the Commission the requested missing information and documentation, along with a brief staff report with more information regarding the PSCs with continuing approval. In addition, the Commission directed the Human Services Agency to provide proper notice to the union. (Vote of 5 to 0)

continued - 06/16/2014

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise:
 legal services including process service, mediation, arbitration, Fair Hearing Officer services, and other specialized legal services not provided by the City Attorney, courier service, fiscal intermediary, credit checks, equipment maintenance and repairs, property management services including pre-move inspections and survey of conditions, records management (i.e. recycling, shredding, destruction, removal, document imaging), translation, media and communications services including outreach to targeted populations served by the Agency,
- B. Which, if any, civil service class(es) normally perform(s) this work?
 ,8106,1823,1824,,6139,
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:
 Yes, contractor will provided facilities and equipment to perform the services

4. Why Classified Civil Service Cannot Perform

- A. Explain why civil service classes are not applicable:
 These are very specialized services. There are no current civil services classification to provided theses services.
- B. Would it be practical to adopt a new civil service class to perform this work? Explain.
 No, it would not be practical to create a new class because of the immediate, short-term and on demand need for these services.

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

YES NO

- A. Will the contractor directly supervise City and County employee? YES NO
- B. Will the contractor train City and County employee?
 Fraud detection, contract development and management, child welfare trai YES NO
- C. Are there legal mandates requiring the use of contractual services?
 Court mandated substance abuse monitoring and paternity testing YES NO
- D. Are there federal or state grant requirements regarding the use of
 contractual services? YES NO
- E. Has a board or commission determined that contracting is the most effective
 way to provide this service? Board of Supervisors, ordinance 185-95 YES NO
- F. Will the proposed work be completed by a contractor that has a current PSC
 contract with your department? Multiple contractors under PSC YES NO

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

Name: David Curto Phone: 415-557-5581 Email: david.curto@sfgov.org

Address: 1650 Mission Street Suite 300 San Francisco, CA 94103

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: JUVENILE PROBATION -- JUV

Dept. Code: JUV

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

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

Type of Service: Ombudsman Services

Funding Source: State Funds

PSC Amount: \$320,000

PSC Est. Start Date: 07/01/2022

PSC Est. End Date

06/30/2026

1. Description of Work

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

The Ombudsperson is responsible for resolving grievances submitted by detained youth at Juvenile Probation Department (JPD) detention facilities. Contractor will serve as a neutral and independent agent who is a liaison between detainees, their parents/guardians and Department staff. When a youth files a grievance, contractor shall investigate and resolve through appropriate means including mediation between the youth and the Department and where appropriate shall recommend procedural changes as part of the recommended resolution of a grievance. The contractor will also meet with the Juvenile Hall Director or his/her designee at least quarterly to provide feedback regarding client service issues and to make policy recommendations. They will compile program data for monthly reports summarizing the number, source, and outcome of complaints handled and reporting hours of service provided. The contractor will also develop and maintain individual case files for every complaint and issue a letter outlining the complaint, findings, and recommendations to the complainant, as appropriate.

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

The provider of the services must be impartial, neutral and an independent agent. If denied, detainees may take legal steps to resolve their grievances.

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 always been provided under contract. The service is currently provided under PSC 42264 - 13/14, most recently approved by the Commission on 11/29/21. A new PSC is being submitted to align with the new contract term and amount.

D. Will the contract(s) be renewed?

Yes, most likely should funding be available and the contractor's performance is satisfactory to the Department.

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):

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

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

B. Explain the qualifying circumstances:

The Juvenile Probation Department has an ongoing need for a contracted consultant to serve as an ombudsman to respond to complaints from detained youth at the Juvenile Hall as well as properly and thoroughly investigate and facilitate resolution of said complaints. It is absolutely essential for the Department to contract for an impartial, independent third party to intervene and attempt to resolve client issues. There is no City staff position that would possess the versatility, objectivity and independence necessary to investigate/research client issues (particularly those involving Department staff), seek remedy if necessary and appropriate, and submit reporting regarding client interventions that serve to inform the Department toward shaping its policies and procedures to become more responsive to the needs of the clients it serves.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Demonstrated knowledge of the issues facing youth and families involved in the Juvenile Justice System in San Francisco and the services available to those clients. Familiarity with Juvenile Justice laws, regulations and organizational dynamics, experience with formal mediation, negotiation, advocacy or similar skill.

B. Which, if any, civil service class(es) normally perform(s) this work? none

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

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

There presently is no City class that performs ombudsman services specifically for children and families linked to the juvenile justice system, nor is there any City department that has employees with the necessary qualifications and experience to provide these services to this specific target population. The Department has competitively bid for these services under contract for the duration of their use.

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

A. Explain why civil service classes are not applicable.

This is highly specialized work with a specific target population that requires a neutral party not employed by the City to intervene on behalf of clients served by the Juvenile Probation Department. In order to be impartial in conflicts between City staff and clients, HSA cannot use city staff who would in turn be perceived as being biased toward city staff.

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. While the City could eventually adopt a new civil service class which encompasses the essential skillsets needed to perform ombudsman services working with the specific target population, it cannot replicate the necessary objectivity or transparency required to intervene on behalf of clients served by the Department particularly in matters that involve the actions of Department staff and/or relate to the policies and procedures of the Department that may be the source of the client complaints or concerns. It would be neither effective or appropriate to require City staff to investigate matters on behalf of clients that involve the actions of other City staff in the same Department.

6. Additional Information

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

No.

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

No. While the contractor may be capable of training City employees, an employee will not be able to replicate the necessary objectivity or transparency required to intervene on behalf of clients served by the Department particularly in matters that involve the actions of Department staff and/or relate to the policies and procedures of the Department that may be the source of the client complaints or concerns. It would be neither effective or appropriate to require City staff to investigate matters on behalf of clients that involve the actions of other City staff in the same 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.

Yes. Current contract was extended from 1/1/22 - 6/30/22 and has no more renewal options.

7. **Union Notification:** On 02/18/2022, 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: Nicholas Chavez Phone: 415-753-7627 Email: nicholas.chavez@sfgov.org

Address: 375 Woodside Ave San Francisco, CA 94127

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 43081 - 21/22

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/21/2022

Receipt of Union Notification(s)

Choi, Suzanne (HRD)

From: dhr-psccordinator@sfgov.org on behalf of nicholas.chavez@sfgov.org
Sent: Friday, February 18, 2022 3:04 PM
To: Chavez, Nicholas (JUV); kennethlomba@gmail.com; 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@opcmialocal300.org; Ramon Hernandez; ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org; xiumin.li@seiu1021.org; Poon, Sin Yee (HSA); smcgarry@nccrc.org; rmitchell@twusf.org; grojo@local39.org; jduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org; L21PSCReview@ifpte21.org; sfsmsa@gmail.com; bart@dc16.us; david.canham@seiu1021.org; jtanner940@aol.com; oashworth@ibew6.org; L21PSCReview@ifpte21.org; laborers261@gmail.com; local200twu@sbcglobal.net; speedy4864@aol.com; Christina@sfmea.com; ecdemvoter@aol.com; thomas.vitale@seiu1021.org; Chavez, Nicholas (JUV); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 43081 - 21/22

RECEIPT for Union Notification for PSC 43081 - 21/22 more than \$100k

The JUVENILE PROBATION -- JUV has submitted a request for a Personal Services Contract (PSC) 43081 - 21/22 for \$320,000 for Initial Request services for the period 07/01/2022 – 06/30/2026. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrDrupal/node/17969> 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)

Scope of Work from Service Agreement- Individual Contract
between City and County of San Francisco (City) and Todd R. Wright (Contractor).

Appendix A
Scope of Services
October 1, 2018 through September 30, 2020

A. Description of Services

1. The Contractor shall investigate and resolve grievances through mediation between the detainee and Department staff.
2. Contractor shall investigate any acts, omissions, decisions, practices, policies and procedures arising from a grievance, and where appropriate shall recommend procedural changes as part of the recommended resolution of a grievance.
3. At the Juvenile Hall, Contractor shall check each Juvenile Hall Unit Grievance Box every 2 to 3 business days, or any other schedule as prescribed by the Juvenile Hall Director and shall retrieve any documented grievances submitted by youth.
4. Contractor shall conduct a preliminary investigation for every grievance and resolve grievances within three business days (Monday through Friday) of initial receipt of the grievance. On average there are 140 grievances a year.
5. For every allegation, Contractor shall resolve the issue through one of the following ways:
 - a) Mediate between youth and staff to arrive at a solution to respond to and resolve the grievance;
 - b) Make recommendations to address and resolve the grievance with Division Director of Juvenile Hall.
 - c) JPD shall be responsible for reviewing and taking any final action on Contractor's recommendations within a reasonable timeframe and for providing feedback to the reporting youth.
6. The following are work tasks assumed necessary to the ombudsperson's resolution of grievances.
 - a) Consult with Department management and staff to resolve issues of concern and complaints and/or make recommendations for changes.
 - b) Provide services on site at Juvenile Hall.
 - c) Maintain a log of complaint referrals to the Ombudsman Program.
 - d) Compile program data for reports summarizing the volume, source, nature, and outcome of complaints handled, in addition to reporting hours of service provided.
 - e) Notify JPD when PREA-related issues occur.

B. Target Population

Male and Female youth, between the ages of 11 to 18.

C. Location and Time of Services

Contractor's services shall be provided at minimum, three (3) times per week and on an as needed basis, if required, year-round on site at Juvenile Justice Center, 375 Woodside Avenue, San Francisco, CA 94127.

D. Service Objectives

On an annual basis the Contractor shall meet the following objectives:

1. Provide a maximum of 400 hours of Ombudsman services
2. Respond to a minimum of 100 unduplicated referrals per year¹

E. Outcome Objectives

On an annual basis, the Contractor shall meet the following objectives:

1. At least 75% of detainees and JPD staff surveyed will report that:
 - i. Ombudsman listened to and understood their concerns and compliant(s);
 - ii. Ombudsman was helpful, impartial and treated them with respect; and
 - iii. They came away with a better understanding of the Ombudsman role.
2. Ombudsman *will respond* to 100% of complaints within three working days from the initial contact.
3. Ombudsman *shall recommend* a resolution or course of action for grievances in three working days for 95% of all grievances.
4. Ombudsman *will resolve* 95% of all complaints within 90 days.

F. PREA Training

1. The Contractor's employees and agents will comply with all Juvenile Probation Department (JPD) rules and regulations concerning conduct on JPD property and contact with residents.
2. Before entering the Juvenile Justice Center, all Contractor employees will be required to have completed:
 - a) A background check/fingerprinting through their agency;
 - b) A 2-hour online Prison Rape Elimination Act (PREA) training or equivalent (exceptions will be made on a case by case basis for one-time visits that will not be reoccurring); and
 - c) A signed PREA Information and Acknowledgement Form.
3. All Contractor employees must successfully complete an orientation and comply with JPD rules for locked facilities. Contractor employees are required to carry an identification card while in the facility.

G. Reports

1. Contractor shall submit written monthly reports in electronic copy to the Juvenile Probation Department, Director of Juvenile Hall, that include the following information:
 - a) A log of the number and nature of grievances reported by date; and
 - b) In a separate heading or headings within the log, a report on the status of the grievance including:
 - i. Unit number
 - ii. Date grievance received by the Ombudsman
 - iii. Date grievance processed/ reviewed by Ombudsman

¹ This is an estimate of unduplicated referrals for fiscal year 2017-18. The number of unduplicated referrals may vary from year to year and will be determined each year based on the level of need.

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: JUVENILE PROBATIONDept. Code: JUVType of Request: Initial Modification of an existing PSC (PSC # 42264 - 13/14)Type of Approval: Expedited Regular Annual Continuing (Omit Posting)Type of Service: Ombudsman ServicesFunding Source: State FundsPSC Original Approved Amount: \$200,000PSC Original Approved Duration: 10/01/14 - 09/30/18 (4 years)PSC Mod#1 Amount: \$60,000PSC Mod#1 Duration: 10/01/18-09/30/19 (1 year)PSC Mod#2 Amount: \$40,000PSC Mod#2 Duration: 10/01/18-09/30/20 (1 year 1 day)PSC Mod#3 Amount: \$82,500PSC Mod#3 Duration: 10/01/20-12/31/21 (1 year 13 weeks)PSC Mod#4 Amount: \$60,000PSC Mod#4 Duration: 01/01/22-09/30/22 (38 weeks 6 days)PSC Cumulative Amount Proposed: \$442,500PSC Cumulative Duration Proposed: 8 years 1 day**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

The Ombudsperson is responsible for resolving grievances submitted by detained youth at Juvenile Probation Department (JPD) detention facilities. Contractor will serve as a neutral and independent agent who is a liaison between detainees, their parents/guardians and Department staff. When a youth files a grievance, contractor shall investigate and resolve through appropriate means including mediation between the youth and the Department and where appropriate shall recommend procedural changes as part of the recommended resolution of a grievance.

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

The provider of the services must be impartial, neutral and an independent agent. If denied, detainees may take legal steps to resolve their grievances.

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

Yes. This service has been independently contracted out for in the past.

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:

Ombudsman services were solicited in 2014 for 4 years. In July 2018, a new RFP was released for Ombudsman services; the incumbent was the sole respondent. The program requirements have not changed, thus the need to extend the term of the existing PSC without any changes to the service component. The contract is being extended for 9 more months.

2. Reason(s) for the Request

A. Display all that apply

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

Explain the qualifying circumstances:

The Ombudsman is an impartial, neutral and independent contractor who tries to mitigate formal grievances and resolve them informally. Ombudsman services are mandated by the State. City staff might be perceived to have biases and have conflicts of interest in providing this service within their own departments.

B. Reason for the request for modification:

Modification is required to match the term and amount of PSC to the term and amount of the contract.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Demonstrated knowledge of the issues facing youth and families involved in the Juvenile Justice System in San Francisco and the services available to those clients. Familiarity with Juvenile Justice laws, Regulations and Organizational Dynamics, Experience with Formal Mediation, Negotiation, Advocacy or similar skill.

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.

Services require a neutral and impartial person.

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 this service is specific to Juvenile Probation Department.

6. Additional Information

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

No.

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

No training. Ombudsman services are provided to juveniles in a correctional facility by an independent and unbiased contractor, therefore there is no training component to City employees.

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

No.

- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.

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. Provider is an incumbent and has had a PSC in the past.

7. Union Notification: On 11/16/21, 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: Nicholas Chavez Phone: 415-753-7627 Email: nicholas.chavez@sfgov.org

Address: 375 Woodside Ave Room 206, San Francisco, CA 94127

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 42264 - 13/14

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 11/29/2021

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: JUVENILE PROBATION

Dept. Code: JUV

Type of Request: Initial Modification of an existing PSC (PSC # 42264 - 13/14)

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

Type of Service: Ombudsman Services

Funding Source: State Funds

PSC Original Approved Amount: \$200,000 PSC Original Approved Duration: 10/01/14 - 09/30/18 (4 years)

PSC Mod#1 Amount: \$60,000 PSC Mod#1 Duration: 10/01/18-09/30/19 (1 year)

PSC Mod#2 Amount: \$40,000 PSC Mod#2 Duration: 10/01/18-09/30/20 (1 year 1 day)

PSC Cumulative Amount Proposed: \$300,000 PSC Cumulative Duration Proposed: 6 years 1 day

1. Description of Work

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

The Ombudsperson is responsible for resolving grievances submitted by detained youth at Juvenile Probation Department (JPD) detention facilities. Contractor will serve as a neutral and independent agent who is a liaison between detainees, their parents/guardians and Department staff. When a youth files a grievance, contractor shall investigate and resolve through appropriate means including mediation between the youth and the Department and where appropriate shall recommend procedural changes as part of the recommended resolution of a grievance.

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

The provider of the services must be impartial, neutral and an independent agent. If denied, detainees may take legal steps to resolve their grievances.

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

Yes. This service has been independently contracted out for in the past.

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:

Ombudsman services were solicited in 2014 for 4 years. In July 2018, a new RFP was released for Ombudsman services; the incumbent was the sole respondent. The program requirements have not changed, thus the need to extend the term of the existing PSC without any changes to the service component.

2. Reason(s) for the Request

A. Display all that apply

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

Explain the qualifying circumstances:

The Ombudsman is an impartial, neutral and independent contractor who tries to mitigate formal grievances and resolve them informally. Ombudsman services are mandated by the State. City staff might be perceived to have biases and have conflicts of interest in providing this service within their own departments.

B. Reason for the request for modification:

Modification is required to match the term and amount of PSC to the term and amount of the contract.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Demonstrated knowledge of the issues facing youth and families involved in the Juvenile Justice System in San Francisco and the services available to those clients. Familiarity with Juvenile Justice laws, Regulations and Organizational Dynamics, Experience with Formal Mediation, Negotiation, Advocacy or similar skill.

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.
Services require a neutral and impartial person.

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 this service is specific to Juvenile Probation Department.

6. Additional Information

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
Ombudsman services are provided to juveniles in a correctional facility by an independent and unbiased contractor, therefore there is no training component to City employees.

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

D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
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 10/15/18, 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: Elena Baranoff Phone: 415-753-7695 Email: Elena.Baranoff@sfgov.org

Address: 375 Woodside Ave Room 206, San Francisco, CA 94127

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 42264 - 13/14

DHR Analysis/Recommendation:

11/19/2018

Commission Approval Required

Approved by Civil Service Commission

11/19/2018 DHR Approved for 11/19/2018

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: MUNICIPAL TRANSPORTATION AGENCY -- MTA

Dept. Code: MTA

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

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

Type of Service: Train control system design and procurement

Funding Source: Funds: Federal/General/Local, Operating

PSC Amount: \$117,740,000

PSC Est. Start Date: 02/01/2023

PSC Est. End Date 02/01/2031

1. Description of Work

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

The Train Control Upgrade Project (TCUP) is a ten-year capital program that will procure a new Communications Based Train Control (CBTC) system to replace the aging train control signal system currently installed in the Market Street Subway and expand CBTC to the surface. It will provide operations and service planning staff with the tools necessary to deliver reliable, speedy, high-frequency rail transit to, from, and within downtown San Francisco. When installed, the new CBTC system will cover the entire Muni Metro railway.

The CBTC system needs to be designed and engineered to meet SFMTA's requirements and ensure safety, reliability, availability, and maintainability. After preliminary design, train control components will be installed along the Muni Metro trackway and fitted to the LRV4 light rail vehicles in a geographically phased approach. Each phase will feature detailed design and construction, with project completion expected in FY31.

This contract includes design and engineering services necessary to develop a CBTC system. The services must be provided by a CBTC system supplier, as a supplier understands the design of their own proprietary system. The scope of the proposed personnel services contract includes this design and engineering, as well as the installation of train control components on-board LRV4 light rail vehicles.

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

The current Automatic Train Control System (ATCS) in the Market Street Subway has exceeded its useful life and needs replacement. SFMTA spends \$2 million annually to maintain the existing system, and yet it remains unreliable. Component failures are persistent, and frequently lead to congestion in the subway and delays for Muni Metro service. Additionally, the system is becoming increasingly difficult to maintain due to obsolescence. Certain components of the system were declared obsolete by the manufacturer in 2018 and spare components are increasingly unavailable or too costly to replace. Denying this service would result in SFMTA continuing to use the current train control system. SFMTA maintenance staff would allocate the minimum resources necessary to fix the system as components break. This approach does not improve reliability, and there is a very high chance that the system will continue to degrade further. Given that continued investment will not reverse the decline of the existing system, deferring replacement is fiscally unsustainable.

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 existing train control system was originally procured from a third-party train control vendor, who provided design and engineering services for the system. They are also the sole source for spare equipment. Please see attached SFMTA Board Resolution No. 09-062 / SFMTA Contract No. 1226.

D. Will the contract(s) be renewed?

No

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

The project takes 8 years to complete detailed design and construction at all phases.

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:

A contract to design and deliver a train control system is a one-time capital need to replace the existing train control system and expand train control to the surface-running portion of the Muni Metro system. This technology cannot be designed or delivered through internal capacity and must be provided by a firm with expertise in the design of train control systems and their subsequent integration into active service railways.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: The SFMTA will require expertise in designing train control systems as well as experience integrating this technology into existing active service railways. The train control system designer will have successfully provided CBTC to agencies of similar size and complexity as SFMTA. Train control systems are proprietary technology, and their design requires special knowledge of the system which is generally only obtainable through train control suppliers.
- 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 will provide modern Communications Based Train Control (CBTC) equipment that the City does not currently possess. This equipment is specially manufactured and only available through third-party train control vendors.

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

None. The City does not have the capacity or an existing civil service classification for the design and engineering of entire train control systems. The SFMTA does employ a small number of electrical engineers, who develop system requirements and scope for work conducted by its current train control supplier, but the City would not be able to design its own train control system on its own without design and engineering services from the train control system vendor.

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

- A. Explain why civil service classes are not applicable.
Designing and engineering train control systems is a specialty service that the City does not have an applicable civil service class to provide. The existing train control system design was originally performed by a contractor, so the City has not had a need to establish classifications to perform this work. Furthermore, designing and engineering a train control system is fulfilling a one-time capital program requirement, and is not an ongoing job duty that would require a permanent classification.
- 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. Even if a new civil service class were to be established, there will not be an ongoing need to design and deliver train control systems within SFMTA. In addition to the lack of ongoing need, there is simply a lack of train control expertise in the United States; transit agencies must rely on one of a few large multinational corporations to provide this technology.

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 prepare SFMTA staff to use, configure, and maintain the new CBTC system. The contractor

will deliver train controller training courses and documents to SFMTA training staff prior to the new train control system being placed into revenue service. This may include manuals explaining the principles of operation of the system, descriptions of simulation hardware/software, instructions for operating simulation hardware/software, explanations of errors and alarms, recommended training scenarios, and any other informational needs for training. While initial training from the contractor will be necessary, SFMTA instructors will ultimately be responsible for training City staff using the materials provided. This will include the instruction of train controllers, transit operators, and any staff that interacts with the CBTC system. In addition to operational training, the contracted supplier will provide instruction to SFMTA maintenance staff for wayside and vehicle system maintenance. This may include maintenance manuals, explanations of errors and alarms, instructions for performing on-site repairs, detailed schematics and diagrams of system hardware, and any information needed for system maintenance. The number of hours required for training SFMTA employees by the contractor has yet to be determined. Training details will be based on the specific design of the proprietary train control system, which has not yet occurred. However, the civil service classifications that typically perform this work and may need training are listed below: 9150 – Train Controller 9152 – Transportation Controller Trainee 9153 – Transportation Controller 9136 – Transit Training Specialist 9160 – Transit Operations Specialist 9163 - Transit Operator Yes No 7430 – Assistant Electronic Maintenance Technician 7318 – Electronic Maintenance Technician 7329 – Electronic Maintenance Technician Assistant Supervisor 7287 – Supervising Electronic Maintenance Technician 7262 – Maintenance Planner 5203 – Assistant Engineer 5207 – Associate Engineer 5241 - Engineer

- 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 01/20/2022, 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 S Van Ness Ave, 6th Floor San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 42673 - 21/22

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/21/2022

Receipt of Union Notification(s)

Nuque, Amy

From: dhr-psccoordinator@sfgov.org on behalf of amy.nuque@sfmta.com
Sent: Thursday, January 20, 2022 7:37 PM
To: Nuque, Amy; kennethlomba@gmail.com; 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; Nuque, Amy; dhr-psccoordinator@sfgov.org
Subject: Receipt of Notice for new PCS over \$100K PSC # 42673 - 21/22

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

RECEIPT for Union Notification for PSC 42673 - 21/22 more than \$100k

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a request for a Personal Services Contract (PSC) 42673 - 21/22 for \$117,740,000 for Initial Request services for the period 02/01/2023 – 02/01/2031. 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/17674> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

Additional Attachment(s)

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. 09-062

WHEREAS, The SFMTA wishes to obtain software, hardware, and related services for ongoing support and improvement of the SFMTA's existing Advanced Train Control System ("ATCS"); and,

WHEREAS, The ATCS is a proprietary system supplied to the SFMTA by Thales Transport & Security, Inc.; and,

WHEREAS, SFMTA seeks to procure additional software, hardware, and related services from the Contractor, under general terms and conditions set forth in a purchase-order agreement and under any purchase orders under that agreement; and,

WHEREAS, Contract No. 1226, Advanced Train Control System Improvement Services and Equipment Purchases Agreement, is a framework master agreement for the provision of incremental works in respect of the operation and maintenance of the ATCS; and,

WHEREAS, Contract No. 1226 shall not be applicable to procurement of extensions of the ATCS to new rail lines or to new systems as a whole, or to any other design and/or development activities; and,

WHEREAS, Each purchase order against Contract No. 1226 will document sole-source approval from the SFMTA Executive Director/CEO before negotiation with the Contractor; and,

WHEREAS, A funding plan will be developed specific to each purchase order; and,

WHEREAS, SFMTA's Project Manager will forward all purchase orders to the Contract Compliance Office to review and determine whether there are any subcontracting opportunities to set a Small Business Enterprise (SBE) participation goal; and,

WHEREAS, Contract No. 1226 is contingent upon approval by the Civil Service Commission and the San Francisco Board of Supervisors; now, therefore, be it

RESOLVED, That the SFMTA Board of Directors approves and authorizes the Executive Director/CEO to execute the framework master agreement Contract No. 1226, Advanced Train Control System Improvement Services and Equipment Purchases Agreement, with Thales Transport & Security, Inc., for an amount not to exceed \$30,000,000 and an initial term of five years with an option to extend the Contract for an additional three years.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of APR 21 2009.



Secretary to the Board of Directors
San Francisco Municipal Transportation Agency

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: MUNICIPAL TRANSPORTATION AGENCY -- MTA

Dept. Code: MTA

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

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

Type of Service: Compile and process O&D travel time data using BT re-identification with anonymized MAC addr.

Funding Source: Local Funds

PSC Duration: 2 years 43 weeks

PSC Amount: \$450,000

1. Description of Work

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

Contractor to furnish and install equipment and software (SensID by Sensys Networks or equivalent) at 11 locations to collect, compile and process origin-destination travel time data using Bluetooth re-identification with anonymized Media Access Control (MAC) addresses. The equipment shall be solar-powered and mounted on pre-selected utility poles, with cloud-based data transmission (no data cable connections on the ground will be available). Contractor will generate reports of travel times between selected locations based on San Francisco Municipal Transportation Agency's (SFMTA) needs. Travel time data shall be exportable to common formats such as .csv. Travel time data collection will be conducted for a one-year period, with an optional extension of one additional year. At the end of the contract, contractor will remove equipment as contractor's material.

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

This work is part of the City's approvals for the construction of the Golden State Warriors/Chase Event Center. As part of agreement between the City and the Warriors, the SFMTA is required to conduct delay measurements twice a year to evaluate the traffic impacts to the University of California, San Francisco (UCSF) Mission Bay Campus. The measurements will provide information to determine if the SFMTA is required to provide additional transportation and/or traffic enforcement to mitigate any additional impacts to UCSF medical staff access to the campus. If the SFMTA is unable to undertake this work, the Agency will be seen as out of compliance with the agreements.

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 work was undertaken by City Staff once in 2019. The SFMTA used existing equipment. After the work was completed, we were informed that the equipment and software was no longer "supported" by the manufacturer essentially being deemed "obsolete." In addition, the equipment/hardware nor the software could be updated for future use.

D. Will the contract(s) be renewed?

Yes, the counts will need to be conducted at the minimum of two additional years.

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:

The services will be needed for one year and three years at the maximum. The vendor will conduct the work twice a year; one week in Spring and one week in the early Fall. There is a very small chance that the work will be needed for a total of 3 years maximum.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Have extensive knowledge of the equipment and software used to collect, compile and process origin-destination travel time data (SensID by Sensys Networks or equivalent). Have access and ability to operate bucket truck and/or other vehicle and equipment to install (and adjust if necessary) equipment on pre-selected utility poles up to 30 feet above ground, as well as removal of same equipment at the end of the contract.
- 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: The SFMTA does not have this equipment for this type of work which has only been performed once. It is more cost effective to retain a vendor who has the expertise with using, managing, and maintaining software and equipment that usually requires updating every 2 or so years.

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

There are no other city agencies/departments that have this equipment.

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

- A. Explain why civil service classes are not applicable.
The SFMTA does not have the equipment nor software on which to train current staff to utilize. The Agency does not need to have the equipment on hand since it has only conducted this type of data collection/survey work once and hopefully will only need it for maximum 3 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. The SFMTA does not conduct this type of data collection/ survey work. It would be more cost effective to hire a vendor with both equipment and trained staff. There is no need to develop a new civil service class for work that will be performed twice a year for a maximum of 3 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 contact? If so, please explain what that will entail; if not, explain why not.
No. The type of data collection/survey work that will be conducted will not be needed by the SFMTA on a regular basis. Therefore, there is no need to train City employees to undertake this type of work.
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
No.

**7. Union Notification: On 01/20/2022, 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 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 45126 - 21/22

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/21/2022

Receipt of Union Notification(s)

Nuque, Amy

From: dhr-psccoordinator@sfgov.org on behalf of amy.nuque@sfmta.com
Sent: Thursday, January 20, 2022 6:47 PM
To: Nuque, Amy; kennethlomba@gmail.com; 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@sfflocal798.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; Nuque, Amy; dhr-psccoordinator@sfgov.org
Subject: Receipt of Notice for new PCS over \$100K PSC # 45126 - 21/22

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

RECEIPT for Union Notification for PSC 45126 - 21/22 more than \$100k

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a request for a Personal Services Contract (PSC) 45126 - 21/22 for \$450,000 for Initial Request services for the period 03/01/2022 – 12/31/2024. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/17740> 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: MUNICIPAL TRANSPORTATION AGENCY -- MTA

Dept. Code: MTA

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

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

Type of Service: Intelex Services and Subscriptions

Funding Source: Operating Funds

PSC Duration: 5 years

PSC Amount: \$4,000,000

1. Description of Work

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

On-going support, maintenance, and licensing of the Intelex application. Future development of Intelex to support San Francisco Municipal Transportation Agency's evolving business requirements and to keep San Francisco Municipal Transportation Agency in compliance with local, state, and federal regulations.

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

Intelex is the online/hosted database for input, investigation, and tracking of safety incidents, training records, audits, and hazardous conditions for San Francisco Municipal Transportation Agency's transit operations. Its existence and use are mandated by both federal and state regulations. Denying this service may result in San Francisco Municipal Transportation Agency falling out of compliance of these regulations which may result in audit findings, fines, and withholding of federal funding.

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.

San Francisco Municipal Transportation Agency has an existing contract with Intelex that expires on 12/31/2021 and the existing services are outlined in that contract.

D. Will the contract(s) be renewed?

Yes, the contract will need to be renewed so long as SFMTA utilizes the Intelex application.

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.

Entering into a longer term contract is desired because Intelex will be San Francisco Municipal Transportation Agency's core enterprise Safety Management System for the foreseeable future. We also already have implementation demands from additional business units that want to use Intelex and these demands will require further development of Intelex by the vendor.

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).

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:

Development of Intelex is required when new modules need to be built or existing modules need to be modified to meet some business need. Development work does not occur every day, but rather on an as-needed basis when business requirements are identified and development funding can be secured. It would therefore be impractical to hire an FTE just for these development tasks. Also, in performing these tasks, Intelex has the experience and expertise to be able to implement the designs in a timely manner while ensuring compatibility with their software and any existing implements.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Because Intelex is a proprietary hosted software, expertise in the application is required to be able to develop and modify Intelex objects. Also, San Francisco Municipal Transportation Agency's implementation of Intelex is highly customized, furthering the need for specific knowledge of the application and its components. San Francisco Municipal Transportation Agency does not have access to the back-end source code or processes of the application.

B. Which, if any, civil service class(es) normally perform(s) this work? none

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

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

No other City departments utilize Intelex and therefore there are no available resources within the City with the necessary expertise.

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

A. Explain why civil service classes are not applicable.

There is no specific job class that automatically qualifies an individual for providing this service.

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. Development of Intelex is done on an as-needed basis and not on an on-going basis. Therefore, it does not warrant the need for a new civil service class just to provide this service.

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 was offered and conducted as part of the initial rollout of the Intelex project. Now that the project phase has concluded, no other training is planned. However, this training only provided a basic introduction on supporting Intelex. Further training/expertise would be needed to fully support development tasks.

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 01/20/2022, 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 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 45324 - 21/22

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 03/21/2022

Civil Service Commission Action:

Receipt of Union Notification(s)

Nuque, Amy

From: dhr-psccoordinator@sfgov.org on behalf of amy.nuque@sfmta.com
Sent: Thursday, January 20, 2022 7:15 PM
To: Nuque, Amy; kennethlomba@gmail.com; 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; Nuque, Amy; dhr-psccoordinator@sfgov.org
Subject: Receipt of Notice for new PCS over \$100K PSC # 45324 - 21/22

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

RECEIPT for Union Notification for PSC 45324 - 21/22 more than \$100k

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a request for a Personal Services Contract (PSC) 45324 - 21/22 for \$4,000,000 for Initial Request services for the period 04/01/2022 – 03/31/2027. 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/17881> 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)

Scope of Work from Service Agreement- Contract No. SFMTA-2011/12-31
between City and County of San Francisco (City) and Intelex Technologies Inc., (Contractor).

APPENDIX A
SERVICES TO BE PROVIDED BY CONTRACTOR – PROJECT PHASE I

I. INTRODUCTION

A. Description of Services

This document sets forth the Scope of Work Contractor shall perform for Phase I of the Safety Management System (“Project”) to conduct a Design workshop for the Intellex’s applications as identified in the Scope to enable electronic collection and analysis of SFMTA SFMTA Safety Incident Reports, creation and monitoring of corrective actions, training records, and employee injuries, and generation of reports and dashboards in an integrated system (“System”). That System may subsequently be implemented by Intellex or another vendor under Phase II of the Project. During Phase I of the Project, the City will assist Contractor in providing the necessary information and documentation to arrive to a Functional Design Specification document and a detailed Project plan, including schedule and description of the tasks and activities involved for Phase I, that SFMTA may utilize in implementing the Project.

Intellex’s responsibilities in Phase I as stated herein include but are not limited to the following:

1. Provide best practice guidance to SFMTA during the Design Workshop
2. Discuss configurations that may be required to out-of-the-box Intellex Applications to meet SFMTA requirements and configuration specifications.
3. Produce a Functional Design Specification document, as described below.

B. Phase I Goals and Objectives

For Phase I of the Project, Intellex will conduct a Design Workshop to identify the high level scope, schedule, and cost estimates as well as the deliverables for Phase II and plan the implementation of the project as defined in the Functional Design Specification document.

C. Overview - Design Workshop and System Specifications

As described in detail in Part II below, Intellex will conduct an Initial Planning Session to orient the SFMTA team on the subsequent Design Workshop process and establish guidelines for conducting the Design Workshop at SFMTA facilities where Intellex and SFMTA will identify the functional requirements for the Safety Management System. Based on information gathered in the Design Workshop and any additional direction from SFMTA, Intellex will create a Functional Design Specification document that describes in detail the configurations required and an assessment of SFMTA functional and process requirements and the impact those will have on the Intellex Product configuration and development decisions for the overall project and moving forward in Phase II.

D. Project Management

Intellex and SFMTA will each designate a Project Manager for Phase I of the Project who will be the primary points of contact between Intellex and the SFMTA.

1. Intellex Project Manager

The Intellex Project Manager will plan and coordinate Intellex activities and resources, provide status reporting on Intellex deliverables, coordinate issue management and resolution, and manage Phase I scope changes. Intellex Project Manager responsibilities include:

- a. Manages Intelex resources and staff
- b. Plan and coordinate Intelex activities and resources
- c. Prepare and maintain Phase I - Project Plan
- d. Communicate directly with the SFMTA Project Manager
- e. Chair Project status calls and develops detailed meeting minutes
- f. Evaluate priorities and manage timely delivery of the deliverables
- g. Provide status reporting on Intelex deliverables to SFMTA Project Manager
- h. Coordinate issues management and resolution and manage project changes
- i. Project closure

2. Intelex Solution Architect

Intelex will assign a Solution Architect responsible for the following:

- a. Gather detailed requirements from the Client
- b. Design and discuss New Application requirements
- c. Prepare and update specification
- d. Conduct scope verification
- e. Provide best practice guidance
- f. The solution Architect can also facilitate and invite Intelex IT or other resources as may be necessary via conference call for information and assistance regarding hosting and other technical application issues as may be needed during the workshop.

3. SFMTA Project Manager

The SFMTA Project Manager will plan and coordinate the SFMTA's activities and resources, coordinate issue management and resolution, and manage Phase I scope changes which increase the cost or timeline for Phase I. The SFMTA Project Manager responsibilities include:

- a. Serve as the primary contact with Intelex
- b. Manage SFMTA resources and staff
- c. Ensure the core SFMTA client team is available during the Design Workshop
- d. Attend project status meetings hosted by Intelex
- e. Approve and sign-off on key deliverables
- f. Coordinate issue management and resolution
- g. Manage project changes; notify Intelex Project Manager in writing of any changes to the Project priorities and follow the change control process to be defined as part of Project Management activity
- h. Provide business sponsor(s), business subject matter expert(s), and IT Architect for the duration of the Design Workshop (see below)
- i. Provide Intelex with relevant available reference documentation such as current forms, workflow diagrams, reports, dashboards, and procedures.

4. SFMTA Business Subject Matter and IT Personnel

SFMTA will assign appropriate personnel to the Project to perform the following:

- a. Discuss and provide the business and functional requirements in workshop sessions with the Intellex team on an as-needed basis
- b. Provide feedback on, approve and sign-off on the specification documentation
- c. Provide reasonable and timely assistance as required for Intellex to complete its activities
- d. Work with Intellex Global Services team during the Onsite workshop for discussion around the Architecture and Configurations which might be part of the workshop agenda.

E. Project Meetings

SFMTA and Intellex Project Managers and the parties' respective key personnel will attend regularly scheduled Project meetings at regularly scheduled times or as required by the SFMTA to discuss the status and progression of the Project and deliverable. SFMTA will provide Intellex not less than 24 hours' notice to the Intellex Project Manager, via email or telephone, if SFMTA is unable to meet any scheduled workshop or consulting session.

F. Deliverables and SFMTA Review

1. Phase I Deliverables

In addition to other deliverables that may be identified by the SFMTA during the Design Workshop, Intellex will provide the following deliverables in Phase I:

- a. Design Workshop Agenda
- b. Phase I Project Plan and Schedule
- c. List of Intellex applications needed to meet the System business and functional requirements identified by the SFMTA in the Design Workshop
- d. Functional Design Specifications Document

2. Deliverable Acceptance Review

As required by the Project schedule, Intellex will submit an electronic draft document of each deliverable to the SFMTA Project Manager. The SFMTA Project Manager will timely review and provide Intellex comments and requested changes for each draft deliverable. Intellex will respond to SFMTA comments, make changes to the draft document as the SFMTA Project Manager may require, and provide a corrected electronic draft to the SFMTA Project Manager for final review and approval. Once approved, SFMTA will provide notice of approval of a deliverable document to the Intellex Project Manager in writing within five business days of receipt of the final draft. The SFMTA's Project Manager's final review of a draft deliverable document will generally be limited to those items identified in the initial review. Key deliverables identified by the SFMTA during the Design Workshop will also require review and approval by the SFMTA's Deputy Director and Chief Safety Officer, which may extend the initial and final review of deliverables. The SFMTA will endeavor to complete those additional reviews within five business days of the SFMTA's Project Manager's completion of her review.

Each deliverable document will be approved in accordance with the following procedure:

- One (1) electronic draft of the deliverable document will be submitted to the SFMTA Project Manager. The SFMTA Project Manager will make and distribute additional copies to other reviewers as needed.

- SFMTA will provide timely review and reasonable agreement of all deliverables. Professional Services fees are based upon single cycle review. If proposed changes result from that review, Intelex will make the adjustments and provide to SFMTA for final approval. **Note: Final SFMTA approval of the documents will be contained to only those items identified though the initial review.**
- The expectation is that SFMTA Project Manager will respond to Intelex PM within 5 business days. If changes to the deliverable are required, a written description of requested changes must be submitted to the Intelex Project manager.

G. Schedule

Contractor shall complete the Workshop and related on-site Work in Phase I within the scheduled fifteen (15) consecutive days. Intelex will take all necessary steps to complete the work under Phase I no later than March 31, 2015. The estimated schedule is as follows:

- January 2015: Kickoff of the Design Workshop on-site at the SFMTA
- February 2015: Completion of the on-site Design Workshop
- March 2015: SFMTA final review and approval of the System Functional Design Specification Document

Timelines will be influenced by the availability of SFMTA personnel and SFMTA providing timely review and comments on deliverable documents to Intelex.

H. Changes to Scope of Work

Changes to the Phase I Project scope of work that impact costs or extend the schedule for completion of the work or deliverables must be memorialized in a Change Order approved and signed by both parties in accordance with the procedures described in Contract section 50 (Change Orders). Proposed change orders will be submitted by the Project Manager of the requesting party to the Project Manager of the other party.

II. PHASE I – SCOPE OF WORK

A. Initial Planning Session

Intelex will hold an Initial Planning Session with SFMTA in January 2015 to establish and confirm engagement goals, objectives, constraints, and to orient SFMTA and Intelex team members for the Project.

1. Tasks:

- a. Review background and supporting documentation that SFMTA deems is helpful to Intelex understanding of the configuration required including but not limited to functional requirements, current forms, workflow diagrams, reports, dashboards, and procedures.
- b. Confirm SFMTA and Intelex resources (system, people, information) are in place
- c. Conduct remote kick-off call with SFMTA

2. Deliverables:

- a. Design Workshop Agenda
- b. Design Workshop Project Plan and Schedule

B. Design Workshop

During the Design Workshop, Intellex will hold a series of consultative and interactive sessions on-site at SFMTA to confirm, validate and further define the requirements for the use of Intellex Applications, Workflows, Data Migrations and Integration requirements. These sessions will focus on specific business, functional and process requirements that impact product configuration and development decisions for the project. Intellex will review all relevant reference documentation provided by the SFMTA, including but not limited to functional requirements, current forms, workflow diagrams, reports, dashboards, and procedures. Intellex will discuss and document process changes that would enhance usage of the Intellex solution environment. To support discussions during the workshop, Intellex will provide guidance to the SFMTA on the pre-configured standard applications and System and on the Intellex project methodology.

1. Design Workshop Tasks:

- a. Project initiation and project management for the Workshop
- b. Prepare for the Workshop by reviewing the relevant reference documentation

During the Design Workshop, Intellex will gather and analyze requirements for the solution. Intellex and SFMTA will define the business capabilities and requirements to reflect the desired user experience, business process workflow, as well as specific business rules and logic. Intellex and SFMTA will review forms and sub-forms along with role access and security for each form. Intellex and SFMTA will identify legacy/third-party integration points and data imports. Intellex and SFMTA will also explore reporting requirements and dashboards.

Following the Design workshop, Intellex will document the Workflow, Data Integration/Imports and Reports into a Functional Design Specification document. The Functional Design Specification document will detail the required configurations and guide the development and implementation of the desired solution.

2. Design Workshop Deliverables:

- a. List of Intellex applications needed to meet the SFMTA business and System functional requirements
- b. Functional Design Specifications Document

Intellex will develop this Functional Design Specification Document for the following applications, reports and Third party integration configurations which constitute the Scope for Phase I:

A. Incident Management (Master) software incident reporting forms, including:

- (1) Inspector's Incident Form
- (2) Operator's Incident Form
- (3) Security Incident Form
- (4) Passenger Fall/Injury Form
- (5) Passenger Illness/Medical Emergency Form

- (6) Derailment Form
- (7) Dewirement Form
- (8) Evacuation Form
- (9) Blind Claim Form
- (10) Fire Incident Form
- (11) Miscellaneous Incident Form
- (12) Other Safety Occurrence Not Otherwise Classified (OSONOC) Form
- (13) Collision Form
- (14) Safety Analysis Form
- (15) Mapping of Attributes to Vehicle Images
- (16) TSS Field Response Form
- (17) Video Retrieval Form

B. Occupational Injury and Illness (OSHA)

- (1) Injury Form
- (2) Employee Injury Form

C. Process non-conformance (Corrective Actions)

- (1) Corrective Actions

D. Training Management

- (1) Workflow and Reports to be discussed in detail and determined during the Design Workshop

E. Reports

- (1) CPUC Form R (Priority 2) - The initial notification report form to the CPUC of a reportable incident. This form must be sent within 48 hours of a reportable rail incident. The information for this will be taken from the Inspector's Incident Form.
- (2) CPUC Form EZ (Priority 2) - - The Incident Summary Report for "minor" CPUC Reportable Rail Incidents. This is sent within 60 days of the Incident. This information will be taken from the Incident Forms and the Safety Analysis Form
- (3) CPUC Form V (Priority 2) - - A tally report for CPUC Reportable Incidents, Injuries, and Vehicle Mileage information. This information will be taken from the Safety Analysis Form, Incident Forms, and Vehicle Mileage Information from SHOPS.
- (4) CPUC Major Incident Report Form (Priority 2) - The Incident Summary Report for "major" CPUC Reportable Rail Incidents. This is sent within 60 days of the Incident. This information will be taken from the Incident Forms and the Safety Analysis Form
- (5) NTD S&S Form 40 (Major Incident Reporting Form) (Priority 2) - The incident summary report for "major" NTD Reportable Incidents (Both bus

and rail modes). This is generated on a monthly basis. Information will be taken from the Incident Forms and Safety Analysis Form.

- (6) NTD S&S Form 50- (Monthly Incident Tally/Summary) (Priority 2) - - A tally of injuries and events reportable to the NTD as “minor”. Information will be taken from the Incident Forms.

F. Integrations

- (1) Human Resources Database (HRDB) – HRDB will send Employee information to Intelx to use for selecting Employees in all modules

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: Workforce Training

Funding Source: Hetch Hetchy Capital Improvement Project PSC Duration: 6 years 1 day

PSC Amount: \$758,340

1. Description of Work

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

The SFPUC's capital infrastructure projects are covered by a Project Labor Agreement which establishes a uniform process for contractors to hire, manage, and maintaining their workforce during the construction activities on our projects. The agreement further utilizes the process by which unions and contractors can work with local area community organizations to identify, recruit and train local workers to participate on their projects in. order to comply with federal, State, and local workforce requirements, including the State's Journey to Apprentice Ratios and the City's Local Hire Policy for construction.

In order to ensure contractors have the ability to recruit local workers with the necessary skills to participate no our unique capital projects, the SFPUC supports local community organizations with conducting union-approved multi-craft core curriculum and pre-apprenticeship construction training. Successful graduates from these pre-apprenticeship training programs then enter into union apprenticeships, including but not limited to, Carpenters, Laborers, Operating Engineers, and Electricians unions to work on our projects and other projects in their local community.

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

The SFPUC's capital infrastructure projects are covered by a Project Labor Agreement which establishes a uniform process for contractors to hire, manage, and maintaining their workforce during the construction activities on our projects. The agreement further utilizes the process by which unions and contractors can work with local area community organizations to identify, recruit and train local workers to participate on their projects in. order to comply with federal, State, and local workforce requirements, including the State's Journey to Apprentice Ratios and the City's Local Hire Policy for construction. In order to ensure contractors have the ability to recruit local workers with the necessary skills to participate no our unique capital projects, the SFPUC supports local community organizations with conducting union-approved multi-craft core curriculum and pre-apprenticeship construction training. Successful graduates from these pre-apprenticeship training programs then enter into union apprenticeship programs, including but not limited to, the Carpenters, Laborers, Operating Engineers, and Electricians apprenticeships to work on our projects and other projects in their local community. Consequences of denial would limit private contractors' ability to identify, recruit, and train local workers in order to comply with the federal, state, and local workforce mandates and would potentially impact the contractors' project safety, budget and scheduling targets.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.
Yes, this service was provided in the past via CS-1065 (MOU with the San Joaquin County Office of Education).

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 work is intended to help create a diverse labor pool of local workers who can meet the workforce needs of private contractors working our capital infrastructure improvements in the regions within where these projects are located, specifically the SFPUC's regional service areas including San Joaquin County, Merced County, Mariposa County, Tuolumne County, and Stanislaus County.

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 SFPUC has developed the Hetchy Capital Improvement Projects to address critical Water, Power, and Joint Enterprise Capital projects outside of San Francisco, but within the SFPUC's Regional Service Territory, including San Joaquin, Stanislaus, Tuolumne, and Mariposa Counties. The scope of work is aligned with short-term capital projects requiring diverse skills, and expertise and knowledge. Furthermore, the services are only required on an as-needed, intermittent, or periodic basis and are based on the current workforce staffing projections from contractors seeking to recruit local workers for their projects.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Specialized services and existing collaborative partnerships with the local building and construction trades unions, community service providers, and local and State government workforce agencies. Necessary services include providing a nationally recognized model for pre-apprenticeship job training, GED and entry-level skills education, and active outreach and recruitment programs for enrolling disadvantaged and underrepresented workforce populations.

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: The consultant may provide space, equipment, and educational resources for and during the skills development and training of community residents within the SFPUC regional service territory. None of the space, equipment or educational resources will be retained by or for the agency upon completion of the training program.

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

This service is not available with existing City resources, particularly for populations outside of the City and County of San Francisco but within the SFPUC regional service territory.

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 training is unique to the geographic location which extends beyond the City and County of San Francisco, as well for the consultant's expertise in providing specialized construction workforce pre-apprenticeship training to underrepresented workers, and for the long-standing relationships and potential direct-entry agreements with the building and construction trades for referral and job placement opportunities of successful program graduates.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, due to the remote location and intermittent and short-term duration of these training programs, it would not be practical to adopt a new civil service class to perform this 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. Civil services classes are not applicable because the training is unique to the geographic location which extends beyond the City and County of San Francisco

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. We are reconciling an existing contract that didn't receive a PSC and adding a modification to it.

7. Union Notification: On 02/09/2022, 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 Avenue 8th Floor San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 31794 - 21/22

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/21/2022

Receipt of Union Notification(s)

From: dhrr-psccordinator@sfgov.org on behalf of shale@sfwater.org
To: [Hale, Shawndrea M.](mailto:Hale, Shawndrea M.;); kennethlomba@gmail.com; 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 \(DEM\);](mailto:Emanuel, Rachel (DEM);) laborers261@gmail.com; [Laxamana, Junko \(BOS\);](mailto: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; Samaguey@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, 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@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; sfmsa@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.](mailto:Hale, Shawndrea M.;); dhrr-psccordinator@sfgov.org
Subject: Receipt of Notice for new PCS over \$100K PSC # 31794 - 21/22
Date: Wednesday, February 9, 2022 4:38:26 PM

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

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

RECEIPT for Union Notification for PSC 31794 - 21/22 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 31794 - 21/22 for \$758,340 for Initial Request services for the period 07/01/2019 – 06/30/2025. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrrupal/node/17907> 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)

MEMORANDUM OF UNDERSTANDING
by and between the
SAN FRANCISCO PUBLIC UTILITIES COMMISSION
and
SAN JOAQUIN OFFICE OF EDUCATION
for
CONSULTING SERVICES FOR WORKFORCE DEVELOPMENT PROGRAMMING
FOR THE HETCH HETCHY WATER AND POWER CAPITAL PLAN

THIS Memorandum of Understanding (“MOU”) is entered into this 1st day of July 2019, by and between the San Joaquin County of Education (“SJCOE”) and the San Francisco Public Utilities Commission (“SFPUC”) for the purpose of delineating responsibilities for consulting services to assist the SFPUC in supporting its Contractors to meet their local hire workforce requirements in San Joaquin, Tuolumne, Stanislaus, and Mariposa Counties.

WHEREAS, SJCOE is located in San Joaquin County and has a satellite facility in Tuolumne County, where SFPUC owns and operates water and power facilities. SJCOE provides targeted intervention strategies such as job readiness through education and trade skill building; and

WHEREAS, SJCOE will establish and manage relationships with county-wide service providers and resources, local businesses, and other institutions that facilitate career pathways in the construction industry; and

WHEREAS, SJCOE will connect marginalized local communities with job training and opportunities; and

WHEREAS, SJCOE will convene and leverage diverse partners to further develop a construction industry pre-apprenticeship program that promotes self-sufficiency for economically disadvantaged residents within the areas where SFPUC owns and operates water and power facilities to provide a qualified workforce for the Hetch Hetchy Water and Power Capital Plan; and

WHEREAS, The SFPUC’s mission is to provide its customers with high quality, efficient and reliable water, wastewater, and power services in a manner that is inclusive of environmental and community interests, and that sustains the resources entrusted to our care. The partnership supports inclusion of community interests and was established to engage disadvantaged regional residents through high quality training and employment opportunities; and

WHEREAS, In alignment with our mission statement, the purpose of this Memorandum of Understanding is to continue our collaborative partnership between SFPUC and the SJCOE to meet the SFPUC’s construction obligations related to the Hetch Hetchy Water and Power Capital Plan; and

WHEREAS, In accordance with this agreement, the MOU may also be utilized by the parties to provide prescribed services for other SFPUC construction projects not included in the Hetch Hetchy Water and Power Capital Plan.

NOW, THEREFORE, it is mutually understood and agreed as follows:

SECTION 1: AUTHORITY OF PARTIES

- 1.1 The SFPUC is responsible for delivering water to Wholesale and Retail Customers.
- 1.2 San Joaquin County Office of Education (SJCOE) is a regional agency that provides educational leadership, resources and services including construction pre-apprenticeship training programs.
- 1.3 SJCOE will coordinate a pre-apprenticeship training program in Tuolumne County where its satellite facility is located.

SECTION 2: DEFINITIONS

The abbreviations and capitalized words and phrases used in this MOU shall have the following meanings:

- 2.1 **“Consulting Services”** means the scope of work identified in the attached Exhibit 1.
- 2.2 **“Parties”** means SJCOE and the SFPUC.
- 2.3 **“SFPUC”** means the San Francisco Public Utilities Commission.
- 2.4 **“SJCOE”** means San Joaquin County Office of Education.
- 2.5 **“HHWPCP”** means Hetch Hetchy Water and Power Capital Plan.

SECTION 3: PURPOSES AND GOALS OF THE CONSULTING SERVICES

- 3.1 **Purpose and Goals:** The purpose and goal of the Consulting Services is to implement a comprehensive construction pre-apprenticeship training program that engages residents in areas where SFPUC owns and operates water and power facilities in training and employment opportunities. (See Exhibit 1 – Scope of Services)
- 3.2 Maintain a satellite job training program in Tuolumne County to serve residents in areas where SFPUC owns and operates water and power facilities.
- 3.3 Provide job readiness and training to residents where SFPUC owns and operates water and power facilities, including Tuolumne County residents.

SECTION 4: FUNDING FOR THE CONSULTING SERVICES

- 4.1 **Funding:** The SFPUC cost of the Consulting Services will not exceed \$252,780 per year for fiscal years 2019-2020, 2020-2021, and 2021-2022.

The SFPUC shall have the right to review and approve all Project related contracts and associated amendments between SJCOE and any Contractors. SJCOE shall provide copies of draft contract(s) with its Contractor(s) to the SFPUC for review prior to approval. Any changes to the compensation to the Contractor shall be approved by the SFPUC in advance.

SJCOE shall require that any Contractor shall make available to SFPUC, its employees and authorized representatives, during regular business hours all of the files, records, books, invoices, documents, payrolls and other data related to any contract with SJCOE to perform services under this MOU, and shall permit SFPUC, its employees and authorized representatives to inspect, audit, examine and make excerpts and transcripts from any of the foregoing.

- 4.2 **Staffing:** The SJCOE assigned Director will work with SFPUC Administrative Analyst to facilitate the program implementation and budget oversight.
- 4.3 **Administration of Contract:** The SJCOE assigned Director shall serve as the project manager of the contract and be responsible for managing the contract for Consulting Services. The SFPUC will comment on any Project-related reports. If the SFPUC does not provide comments within fifteen (15) calendar days from the date the SFPUC receives these documents from SJCOE, the SFPUC will be deemed to have approved the documents.
- 4.4 **Relationship of Parties with Respect to Funding:** Each of the Parties shall be individually responsible for its own obligations under this MOU. Neither of the Parties shall be under the control of or shall be deemed to control the other party. No party shall be an agent of or have the right or power to bind any other party without such party's express written consent, except as specifically provided in this MOU.
- 4.5 **Fiscal Limitations:** THIS SECTION SUPERSEDES ANY CONFLICTING PROVISION OF THIS MOU. This MOU is subject to the fiscal provisions of the San Francisco Charter and the budget decisions of its Mayor and Board of Supervisors. No SFPUC funds will be available hereunder until prior written authorization certified by the City's Controller. The Controller cannot authorize payments unless funds have been certified as available in the budget or in a supplemental appropriation. This MOU shall automatically terminate, without liability to the City, if funds are not properly appropriated by the Mayor and Board of Supervisors or certified by the Controller. The SFPUC's obligations hereunder shall never exceed the amount certified by the Controller for the purpose and period stated in such certification. The SFPUC, its employees and officers are not authorized to request services, materials, equipment or supplies that are beyond the scope of those expressly described herein, unless this MOU is amended in writing and approved as required by law. Without such an amendment or approval, the SFPUC shall not be required to pay SJCOE for any Project expenses authorized by SJCOE. The SFPUC, its employees and officers are not authorized to offer or promise any additional funding that would exceed the maximum amount specified in Section 4.1. Such additional funding requires lawful approval and certification by the Controller. Without such lawful approval and certification, the SFPUC shall not be required to provide such additional funding.
- 4.6 **Invoices:** SJCOE shall submit invoices that include reporting data, at a minimum of two times annually to correspond with the SFPUC accounting calendar. The SFPUC shall be given the opportunity to review the invoices before payment is made. The SFPUC shall pay invoices within 30 days of receipt. Invoices shall include a breakdown of expenses incurred and a description of work completed during the invoice period. SFPUC will provide SJCOE with direction to access its accounting system for payment.

- 4.7 **Insurance:** The SFPUC and SJCOE agree that each will maintain in force, throughout the term of this Agreement, a program of insurance and/or self-insurance of sufficient scope and amount to permit each party to discharge promptly any obligations each incurs by operation of this MOU. A certificate of insurance is not required from either party.
- 4.8 **Indemnity:**
- 4.8.1 SJCOE shall indemnify, defend, and hold harmless the City and County of San Francisco and its officers, employees and agents, against any and all liability, loss, expense, attorneys' fees, or claims for bodily injury or property damage arising out of the performance of this Agreement, but only to the extent such liability loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of SJCOE, its officers, agents or employees.
- 4.8.2 The SFPUC shall indemnify, defend, and hold harmless SJCOE and its officers, employees and agents, against any and all liability, loss, expense, attorneys' fees, or claims for bodily injury or property damage arising out of the performance of this Agreement, but only to the extent such liability loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the SFPUC, its officers, agents or employees.
- 4.9 **Cooperation Regarding Public Relations and Outreach:** The Parties will jointly review and approve all press releases and any public media materials created for public consumption concerning the Project.

SECTION 5: GENERAL PROVISIONS GOVERNING THE MOU

- 5.1 **Term:** The term of this MOU shall be July 1, 2019 through June 30, 2022.
- 5.2 **Invalidity of Any Term Not to Invalidate Entire Memorandum:** In the event that any of the terms, covenants, or conditions of this MOU or the application of any such term, covenant, or condition shall be held invalid as to any party by any court of competent jurisdiction, all other terms, covenants, or conditions of this MOU and their application shall not be affected thereby, but shall remain in full force and effect unless any such court holds that those provisions are not separable from all other provisions of this MOU.
- 5.3 **Construction of Terms:** This MOU is for the sole benefit of the Parties and shall not be construed as granting rights to or imposing any obligations on any person or entity other than the Parties.
- 5.4 **Good Faith:** Each party shall use its best efforts and work wholeheartedly and in good faith for the expedited completion of the objectives of this MOU and the satisfactory performance of its terms.
- 5.5 **Conflict of Interest:** Through its execution of this MOU, SJCOE acknowledges that it is familiar with the provisions of Section 15.103 and Appendix C 8.105 of the San Francisco Charter and Section 87100 *et seq.* of the Government Code of the State of California and certifies that it does not know of any facts which constitute a violation of said provisions.
- 5.6 **Liability of San Francisco:** The SFPUC's obligations under this agreement shall be limited

to the payment of the compensation provided for in section 4.1 of this MOU. Notwithstanding any other provision of this MOU, in no event shall SFPUC 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.

- 5.7 **Termination for Convenience:** The SFPUC may terminate this MOU for San Francisco's convenience and without cause at any time by giving SJCOE thirty days' written notice of such termination; SJCOE may terminate this MOU for SJCOE's convenience and without cause at any time by giving the SFPUC thirty day written notice of such termination. In the event of such termination, the SFPUC will pay SJCOE for services performed by Contractor pursuant to this MOU, to the satisfaction of the SFPUC up to the date of termination. In no event will the SFPUC be liable for costs incurred by the Contractor after receipt of a notice of termination.
- 5.8 **Amendment:** The Parties may agree to modify the terms of this MOU by written agreement authorized by the governing boards of both Parties.
- 5.9 **Governing Law:** This MOU is made under and shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding by their duly authorized representatives as of the day and year indicated on the first page of this MOU.

CITY AND COUNTY OF SAN FRANCISCO
PUBLIC UTILITIES COMMISSION

SAN JOAQUIN COUNTY OF
EDUCATION

By: 
Harlan L. Kelly, Jr.
General Manager

By: 
Ronald J. Estes, Ed.D.
Division Director, Operations & Support Services

Dated: 7/26/19

Dated: 7/11/19

APPROVED AS TO FORM
Dennis Herrera, City Attorney

By: 
Nicholas Mueller
Director, San Joaquin County Office of Education

By: 
Elaine O'Neil
Deputy City Attorney

Dated: 7-11-19

Dated: 7/22/19

Exhibit 1
Scope of Services
July 1, 2019 – June 30, 2022

SJCOE will perform the following services at its satellite facility located in Tuolumne County: Workforce Engagement, Workforce Readiness and Job Training, Job Placement Referral and Retention Activities, and Oversight and Reporting. Each of the four primary activities is further delineated, with accompanying deliverables, outlined below. SJCOE will provide continuous, clear, and specific descriptions of activities in regular quarterly reports and during as-needed check-ins. The provider will assign one primary point of contact to the SFPUC to coordinate all required responsibilities.

I. WORKFORCE ENGAGEMENT

- a. Maintain the Tuolumne satellite facility and continue the related partnerships for training services in Tuolumne County.
- b. Maintain the Tuolumne Community Collaborative that bridges SFPUC with residents in the areas where SFPUC owns and operates water and power facilities, workforce community groups, and other strategic stakeholders, including but not limited to: local businesses, community-based agencies, service providers, trades, contractors, education, government and civic organizations.
- c. Research and obtain information of other potential construction-related employment opportunities.

Deliverables:

- i. Maintain the satellite program and facilities in Tuolumne County.
- ii. Have access to appropriate facilities to conduct classes, workshops, events, training, and safely store equipment, supplies, computers and other technology.
- iii. Collaborate, create, and facilitate formal partnerships with multiple organizations, programs, and institutions.
- iv. Provide qualified subcontracting arrangements, partnerships, and collaborative opportunities.
- v. Convene diverse partners to create a local qualified workforce to align with SFPUC's goal of providing job opportunities to local underemployed communities, where SFPUC owns and operates water and power facilities.
- vi. Provide a program plan that includes (1) outreach, (2) recruitment, (3) retention, (4) development, (5) implementation, and (6) follow-up. Conduct region-wide outreach and recruitment services with a focus on Tuolumne, San Joaquin, Stanislaus, and Mariposa counties.
- vii. Provide industry certifications and construction related safety training programs.

Exhibit 1
Scope of Services
July 1, 2019 – June 30, 2022

II. WORKFORCE READINESS AND JOB TRAINING

- a. Implement workforce programs that include barrier remediation that coincide with Hetch Hetchy Water and Power Capital Plan, other regional projects, and programs as directed by SFPUC Director of Workforce and Economic Program Service or assigned staff.
- b. Take lead in the design and implementation of workforce training programs that assist SFPUC contractors in meeting their labor needs and offer programs, including specialized trainings as needed, which clearly and readily match the workforce needs of SFPUC contracts.
- c. Develop high quality and targeted workforce programs that develop residents of disadvantaged communities in Tuolumne, San Joaquin, Stanislaus, and Mariposa Counties identified in the SFPUC areas where SFPUC owns and operates water and power facilities, for careers in the construction trades and administrative fields associated with Hetch Hetchy Water and Power Capital Plan.
- d. Target populations underrepresented in the construction industry.
- e. Provide construction related industry training that integrates educational, occupational, support services, and placement programming, that leads to entry into unions and/or job placement.

Deliverables:

- i. Provide initial comprehensive assessments, job readiness training, referrals, barrier remediation (e.g., driver's license, behavioral health services, housing, transportation, child care, additional training and entry fees, and other support), and ongoing individualized case management post- training.
- ii. Provide referrals and opportunities for educational services for participants not able to access or complete traditional academic programs.
- iii. Recruitment and placement services for Tuolumne, San Joaquin, Stanislaus, and Mariposa Counties disadvantaged residents in apprenticeship programs and entry level jobs.
- iv. Utilize multi-disciplinary culturally-relevant case management with comprehensive support services and connections
- v. Establish diversity and gender goals based on target populations underrepresented in the construction industry.
- vi. Prepare participants with an Individual Career Plan (ICP); a comprehensive dynamic document that contains:

Exhibit 1
Scope of Services
July 1, 2019 – June 30, 2022

- a. Demographic info
- b. Basic skills, readiness, & interest assessment
- c. Case notes documenting contact/content with individual
- d. Barrier remediation needs and removal strategies, progress, & status
- e. Special needs requirement
- f. Individual education plans
- g. Construction awareness training
- h. Post training / follow-up schedule
- i. Referral info to other supportive services
- j. Entrance into apprenticeship programs/Unions
- vii. Conduct interviews, assessments, and orientation to select potential candidates.
- viii. Conduct in-class construction theory and site-based hands-on construction training.
- ix. Coordinate job search support with collaborative partners.
- x. Provide occupational skills training and ensure transition to a construction related field.
- xi. Conduct instruction using OSHA Safety Manual.
- xii. Other activities as mutually agreed upon by SJCOE and the SFPUC Director of Workforce Development or assigned staff.

III. JOB PLACEMENT REFERRAL ACTIVITIES POST PROGRAM

- a. Dedicate staffing specifically assigned to the Hetch Hetchy Water and Power Capital Plan and other regional SFPUC construction activities.
- b. Assist with coordinating candidate placement with Trade Unions utilized by SFPUC projects.
- c. Work with SFPUC staff to coordinate job placement and retention services and maintain responsiveness to union and contractor requests for employee referral support services of participating trainees, including wrap-around services, and post-placement support and communication.
- d. May lead to enrollment into additional training through a state and federally approved apprenticeship training program or an articulated path to postsecondary education in the construction or related field.

Deliverables

- i. Worker referrals and assessments through SJCOE Program Coordinator.
- ii. Guide candidates through direct-entry into related Unions through interview preparation, candidate selection, pre-employment drug testing, and ensure that referral candidates' skill set meets or exceeds minimum qualifications for registered apprentice program participation and/or project-specific requirements.
- iii. Data informed assessments help quantify, measuring placement in employment, training, post-secondary education, degree/certificate attainment, employment retention and will be accessed through the collaborative partners.
- iv. Work with Unions to have direct entry into apprenticeship program and/or sponsored work.
- v. Utilize staff to provide assessment, referrals, job placement and retention services.

- vi. Utilize staff to support trainees in creating professional portfolios with updated resumes, and educational/training goals.
- vii. Communicate with SFPUC staff to identify and coordinate job placement opportunities.
- viii. Continue ongoing engagement with participating stakeholders.

IV. OVERSIGHT AND REPORTING

- a. Coordinate all activities with the SFPUC's Director of Workforce and Economic Program Services or assigned staff.
- b. Coordinate staff and partners to continually work on program improvement of satellite programs.
- c. Coordinate meetings with SFPUC staff to allow for programming adjustment.
- d. Provide quarterly workforce tracking and reporting, and occasional as-needed reports when necessary.
- e. SJCOE will collect data to align with stated outcome measures (e.g., employment placement, training, certificate attainment, employment retention, attendance rates).

Deliverables

- i. Communicate with SFPUC staff through phone conferences and meetings.
- ii. Collect data to align with outcome measures.
- iii. Measurement metrics:
 - a. # of individuals received outreach
 - b. # of prospective participants interviewed
 - c. # of individuals enrolled in program
 - d. # of individuals graduated from program
 - e. # of individuals enter a Union
 - f. # of individuals placed on PUC jobs
 - g. # of individuals placed on other jobs
 - h. # of participant job retention after 3, 6, and 12 months
- iv. SJCOE shall submit data and narrative reports to accompany invoices for reimbursement.

V. Billing Procedures

SJCOE agrees that the SFPUC will be billed only for direct services outlined in the Scope of Services and the approved budget in Exhibit I.

SFPUC will provide SJCOE with direction in accessing its accounting system for payment.

Deliverables

- i. Submit timely invoices at minimum two times annually to correspond with the PUC accounting calendar.
 - a. December 31st
 - b. May 30th

VI. Budget

- a. The cost of the Consulting Services will not exceed \$252,780 per fiscal year.



San Francisco Water Power Sewer

Services of the San Francisco Public Utilities Commission

Contract Administration Bureau
525 Golden Gate, 8th Floor
San Francisco, CA 94102
T 415.551.4603
F 415.554.3225

April 7, 2016

Sheilah Goulart
San Joaquin County Office of Education
P. O. Box 213030
Stockton, CA 95213
Email: sgoulart@sjcoe.net

RE: 1) Notice of Contract Award - Workforce Development Planning HCIP (CS-1035)
2) Transmittal - Executed Agreement between the City and County of San Francisco Public Utilities Commission and San Joaquin County Office of Education

Dear Ms. Goulart:

This letter provides a *notification of contract award* for the following contracted work:

BLANKET PURCHASE ORDER NO: **BPUC16000080**
- Work may not be charged against this blanket purchase order number

SCOPE: Administer and implement a construction industry, pre-apprenticeship program that will provide workforce engagement, job training, job placement referral activities, oversight and management for the HCIP in relation to workforce development obligations in San Joaquin, Tuolumne, Stanislaus, and Mariposa Counties.

EFFECTIVE DATE: **April 5, 2016 to June 30, 2019**

CONTRACT TO DATE: Total value of contract not to exceed **\$700,000.00**

Invoices must be charged against specific task orders only after a *Notice to Proceed* has been issued.

Should you have any questions, please do not hesitate to contact Rosiana Angel at (415) 554-1549.

Edwin M. Lee
Mayor
Francesca Vietor
President
Anson Moran
Vice President
Ann Moller Caen
Commissioner
Vince Courtney
Commissioner
Ike Kwon
Commissioner
Harlan L. Kelly, Jr.
General Manager

Enclosure: Executed Agreement

cc: Todd Kyger
File/NCA-CS-1035



MEMORANDUM OF UNDERSTANDING
by and between the
SAN FRANCISCO PUBLIC UTILITIES COMMISSION
and
SAN JOAQUIN OFFICE OF EDUCATION
for
CONSULTING SERVICES FOR WORKFORCE DEVELOPMENT PLANNING FOR THE
HETCHY CAPITAL IMPROVEMENT PROJECTS

THIS Memorandum of Understanding (“MOU”) is entered into this 12th day of February 2016, by and between the San Joaquin County of Education (“SJCOE”) and the San Francisco Public Utilities Commission (“SFPUC”) for the purpose of delineating responsibilities for consulting services to assist the SFPUC in meeting its workforce development obligations in San Joaquin, Tuolumne, Stanislaus, and Mariposa Counties.

WHEREAS, SJCOE is located in San Joaquin County, a SFPUC service territory. SJCOE provides targeted intervention strategies such as job readiness through education and trade skill building; and

WHEREAS, SJCOE will establish and manage relationships with county-wide service providers and resources, local businesses, and other institutions that facilitate career pathways in the construction industry; and

WHEREAS, SJCOE will connect marginalized local communities with job training and opportunities; and

WHEREAS, SJCOE will convene and leverage diverse partners to further develop a Construction Industry pre-apprenticeship program that facilitates career pathways for economically disadvantaged residents within the identified SFPUC service territory to provide a qualified workforce for HCIP projects; and

WHEREAS, The SFPUC’s mission is to provide its customers with high quality, efficient and reliable water, wastewater, and power services in a manner that is inclusive of environmental and community interests, and that sustains the resources entrusted to our care. The partnership supports inclusion of community interests and was established to engage disadvantaged regional residents through high quality training and employment opportunities; and

WHEREAS, In alignment with our Mission statement, the purpose of this Memorandum of Understanding is to further our collaborative partnership between SFPUC and the SJCOE to identify and initiate training and employment opportunities associated with current and future HCIP projects to meet the SFPUC’s construction obligations related to the HCIP; and

NOW, THEREFORE, it is mutually understood and agreed as follows:

SECTION 1: AUTHORITY OF PARTIES

1.1 The SFPUC is responsible for delivering water to Wholesale and Retail Customers.

- 1.2 San Joaquin County Office of Education (SJCOE) is a regional agency that provides educational leadership, resources and services including YouthBuild.
- 1.3 YouthBuild San Joaquin is a pre-apprenticeship training program operated by the San Joaquin County Office of Education (SJCOE).

SECTION 2: DEFINITIONS

The abbreviations and capitalized words and phrases used in this MOU shall have the following meanings:

- 2.1 **“Consulting Services”** means the scope of work identified in the attached Exhibit A.
- 2.2 **“Parties”** means SJCOE and the SFPUC.
- 2.3 **“SFPUC”** means the San Francisco Public Utilities Commission.
- 2.4 **“SJCOE”** means San Joaquin County Office of Education.
- 2.5 **“HCIP”** means Hetchy Capital Improvement Projects.

SECTION 3: PURPOSES AND GOALS OF THE CONSULTING SERVICES

- 3.1 **Purpose and Goals:** The purpose and goal of the Consulting Services is to implement a comprehensive pre-apprenticeship construction training program that facilitates career pathways for economically disadvantaged residents within the identified SFPUC service territory to provide a qualified workforce for HCIP projects. (See Exhibit 1 – Scope of Services)
- 3.2 Coordinate a workforce study through California State University, Stanislaus that provides an analysis of the workforce needs in jobs and the economic impact in the SFPUC service territory resulting from HCIP.
- 3.3 Research the feasibility of establishing a satellite job training program in the Tuolumne Region.
- 3.4 Provide job readiness and training to residents of the SFPUC service territory including Tuolumne County residents.

SECTION 4: FUNDING FOR THE CONSULTING SERVICES

- 4.1 **Funding:** The SFPUC will fund the cost of Consulting Services. \$100,000 will be allocated for a four month program and planning period (February 12 - June 30, 2016) and it is anticipated that the cost of the Consulting Services will not exceed \$200,000 per year for fiscal years 2017, 2018, and 2019.

The SFPUC shall have the right to review and approve all Project related contracts and associated amendments between SJCOE and any Contractors. SJCOE shall provide copies of draft contract(s) with its Contractor(s) to the SFPUC for review prior to approval. Any changes to the compensation to the Contractor shall be approved by the SFPUC in advance.

Staffing: The SJCOE will assign an employee to be the project manager of the program ("Project Manager") who will work with SFPUC Labor Analyst to facilitate the program implementation and budget oversight.

Administration of Contract: The Project Manager will be responsible for managing the contract for Consulting Services. The SFPUC will comment on any Project-related reports. If the SFPUC does not provide comments within fifteen (15) calendar days from the date the SFPUC receives these documents from SJCOE, the SFPUC will be deemed to have approved the documents.

- 4.2 **Relationship of Parties with Respect to Funding:** Each of the Parties shall be individually responsible for its own obligations under this MOU. Neither of the Parties shall be under the control of or shall be deemed to control the other party. No party shall be an agent of or have the right or power to bind any other party without such party's express written consent, except as specifically provided in this MOU.
- 4.3 **Fiscal Limitations:** THIS SECTION SUPERSEDES ANY CONFLICTING PROVISION OF THIS MOU. This MOU is subject to the fiscal provisions of the San Francisco Charter and the budget decisions of its Mayor and Board of Supervisors. No SFPUC funds will be available hereunder until prior written authorization certified by the City's Controller. The Controller cannot authorize payments unless funds have been certified as available in the budget or in a supplemental appropriation. This MOU shall automatically terminate, without liability to the City, if funds are not properly appropriated by the Mayor and Board of Supervisors or certified by the Controller. The SFPUC's obligations hereunder shall never exceed the amount certified by the Controller for the purpose and period stated in such certification. The SFPUC, its employees and officers are not authorized to request services, materials, equipment or supplies that are beyond the scope of those expressly described herein, unless this MOU is amended in writing and approved as required by law. Without such an amendment or approval, the SFPUC shall not be required to pay SJCOE for any Project expenses authorized by SJCOE. The SFPUC, its employees and officers are not authorized to offer or promise any additional funding that would exceed the maximum amount specified in Section 4.1. Such additional funding requires lawful approval and certification by the Controller. Without such lawful approval and certification, the SFPUC shall not be required to provide such additional funding.
- 4.4 **Invoices:** SJCOE shall submit quarterly invoices, which shall include quarterly data. The SFPUC shall be given the opportunity to review the invoices before payment is made. The SFPUC shall pay invoices within 30 days of receipt. Invoices shall include a breakdown of expenses incurred and a description of work completed during the invoice period. SFPUC will provide SJCOE with direction to access its accounting system for payment.
- 4.5 **Insurance:** The SFPUC and SJCOE agree that each will maintain in force, throughout the term of this Agreement, a program of insurance and/or self-insurance of sufficient scope and

amount to permit each party to discharge promptly any obligations each incurs by operation of this MOU. A certificate of insurance is not required from either party.

4.6 Indemnity:

4.6.1 SJCOE shall indemnify, defend, and hold harmless the City and County of San Francisco and its officers, employees and agents, against any and all liability, loss, expense, attorneys' fees, or claims for bodily injury or property damage arising out of the performance of this Agreement, but only to the extent such liability loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of SJCOE, its officers, agents or employees.

4.6.2 The SFPUC shall indemnify, defend, and hold harmless SJCOE and its officers, employees and agents, against any and all liability, loss, expense, attorneys' fees, or claims for bodily injury or property damage arising out of the performance of this Agreement, but only to the extent such liability loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the SFPUC, its officers, agents or employees.

4.7 Cooperation Regarding Public Relations and Outreach: The Parties will jointly review and approve all press releases created for public consumption concerning the Project.

SECTION 5: GENERAL PROVISIONS GOVERNING THE MOU

5.1 **Term:** The term of this MOU shall be February 12, 2016 through June 30, 2019, with an option to extend the terms for two additional years.

5.2 **Invalidity of Any Term Not to Invalidate Entire Memorandum:** In the event that any of the terms, covenants, or conditions of this MOU or the application of any such term, covenant, or condition shall be held invalid as to any party by any court of competent jurisdiction, all other terms, covenants, or conditions of this MOU and their application shall not be affected thereby, but shall remain in full force and effect unless any such court holds that those provisions are not separable from all other provisions of this MOU.

5.3 **Construction of Terms:** This MOU is for the sole benefit of the Parties and shall not be construed as granting rights to or imposing any obligations on any person or entity other than the Parties.

5.4 **Good Faith:** Each party shall use its best efforts and work wholeheartedly and in good faith for the expedited completion of the objectives of this MOU and the satisfactory performance of its terms.

5.5 **Conflict of Interest:** Through its execution of this MOU, SJCOE acknowledges that it is familiar with the provisions of Section 15.103 and Appendix C 8.105 of the San Francisco Charter and Section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions.

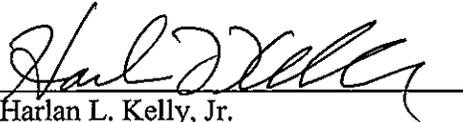
5.6 **Liability of San Francisco:** The SFPUC's obligations under this agreement shall be limited

to the payment of the compensation provided for in section 4.1 of this MOU. Notwithstanding any other provision of this MOU, in no event shall SFPUC 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.

- 5.7 **Termination for Convenience:** The SFPUC may terminate this MOU for San Francisco's convenience and without cause at any time by giving SJCOE thirty days' written notice of such termination; SJCOE may terminate this MOU for SJCOE's convenience and without cause at any time by giving the SFPUC thirty day written notice of such termination. In the event of such termination, the SFPUC will pay SJCOE for services performed by Contractor pursuant to this MOU, to the satisfaction of the SFPUC up to the date of termination. In no event will the SFPUC be liable for costs incurred by the Contractor after receipt of a notice of termination.
- 5.8 **Amendment:** The Parties may agree to modify the terms of this MOU by written agreement authorized by the governing boards of both Parties.
- 5.9 **Governing Law:** This MOU is made under and shall be governed by the laws of the State of California.

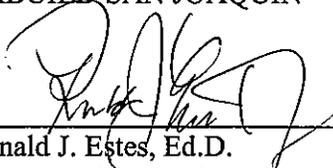
IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding by their duly authorized representatives as of the day and year indicated on the first page of this MOU.

CITY AND COUNTY OF SAN FRANCISCO
PUBLIC UTILITIES COMMISSION

By: 
Harlan L. Kelly, Jr.
General Manager

Dated: 2/29/16

SAN JOAQUIN COUNTY OF EDUCATION,
YOUTHBUILD SAN JOAQUIN

By: 
Ronald J. Estes, Ed.D.
Division Director, Operations & Support
Services

Dated: 2-12-16

APPROVED AS TO FORM

Dennis Herrera, City Attorney

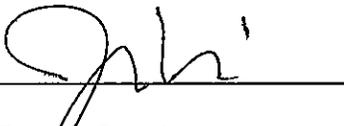
By: 
Deputy City Attorney

Exhibit 1
Scope of Services
February 12, 2016 – June 30, 2019

Services will include the following primary activities: Workforce Engagement, Workforce Readiness and Job Training, Job Placement Referral Activities, and Oversight and Management. Each of the four primary activities is further delineated, with accompanying deliverables, outlined below. SJCOE will provide continuous, clear, and specific descriptions of activities in regular quarterly reports and during as-needed check-ins. The provider will assign one primary point of contact to the SFPUC to coordinate all of the required responsibilities.

I. WORKFORCE ENGAGEMENT

- a. Generate a comprehensive labor market report and workforce study to identify workforce needs in the SFPUC Hetchy Capital Improvement Projects (HCIP) region. The study will include but is not limited to: an analysis of the current workforce composition; a survey of the upcoming workforce needs in the region; a projection of the trade packages associated with HCIP; proactive recommendations on how to collaborate with firms, public agencies, residents, labor, educational institutions, and nonprofit organizations.
- b. Design and develop activities for delivering a potential satellite campus and related partnerships for training services in Tuolumne County.
- c. Design and implement a comprehensive engagement strategy that bridges SFPUC with its service territory residents, workforce community constituent groups, including but not limited to: community-based organizations, community colleges, universities, other educational partners, local businesses, other city and county agencies.
- d. Build strong partnerships with local colleges, government agencies, local businesses, trade unions, community partners, and other strategic stakeholders.
- e. Research other potential construction-related employment opportunities.

Deliverables:

- i. Produce a "Workforce Report" by June 2016 for the SFPUC Service Territory's San Joaquin, Tuolumne, Stanislaus, and Mariposa Counties.
- ii. Plan and develop a "Satellite Program" in Tuolumne County.
- iii. Have access to appropriate facilities to conduct classes, workshops, events, training, and store equipment, supplies, computers and other technology.
- iv. Collaborate, create, and facilitate formal partnerships with multiple organizations, programs, and institutions.
- v. Manage subcontracting arrangements, partnerships, or collaborative opportunities.
- vi. Convene diverse partners to create a local qualified workforce to align with SFPUC's goal of providing job opportunities to local underemployed service territory communities.
- vii. Within first six months: "Program Design Plan" that includes (1) outreach, (2) recruitment, (3) retention, (4) development, (5) implementation, and (6) follow-up.

Exhibit 1
Scope of Services
February 12, 2016 – June 30, 2019

- viii. Conduct region-wide outreach and recruitment services with a focus on Tuolumne, San Joaquin, Stanislaus, and Mariposa counties.
- ix. Research and potential implementation of other employment programs and strategies such as construction administration, accounting, architecture, and design.
- x. Provide industry certifications and construction related safety training programs

II. WORKFORCE READINESS AND JOB TRAINING

- a. Develop and implement workforce programs that include barrier remediation that coincide with HCIP, other regional projects, and programs as directed by SFPUC Director of Workforce and Economic Program Services.
- b. Take lead in the design and implementation of workforce training programs that assist SFPUC contractors in meeting their labor needs and offer programs, including specialized trainings as needed, which clearly and readily match the workforce needs of SFPUC construction and professional services contracts.
- c. Develop high quality and targeted workforce programs that develop residents of disadvantaged communities in Tuolumne, San Joaquin, Stanislaus, and Mariposa Counties identified in the SFPUC Service Territory, for careers in the construction trades and administrative fields associated with HCIP.
- d. Target populations underrepresented in the construction industry.
- e. Provide construction related industry training that integrates educational, occupational, support services, and placement programming, that leads to entry into unions and/or job placement to support HCIP's workforce needs.

Deliverables:

- i. Provide initial comprehensive assessments, job readiness training, referrals, barrier remediation (e.g., driver's license, criminal record, behavioral health services, housing and other support), and ongoing individualized case management post-training.
- ii. Provide educational services for Tuolumne, San Joaquin, Stanislaus, and Mariposa Counties' disadvantaged residents not able to access traditional academic programs.
- iii. Recruitment and placement services for Tuolumne, San Joaquin, Stanislaus, and Mariposa Counties disadvantaged residents in apprenticeship programs and entry level jobs.
- iv. Utilize multi-disciplinary culturally-relevant case management with comprehensive support services and connections
- v. Establish diversity and gender goals based on target populations underrepresented in the construction industry.
- vi. Provide Vocational ESL – Job Readiness for English Language Learners.
- vii. Prepare participants with an Individual Career Plan (ICP); a comprehensive dynamic document that contains:

Exhibit 1
Scope of Services
February 12, 2016 – June 30, 2019

- a. Demographic info
- b. Basic skills, readiness, & interest assessment
- c. Case notes documenting contact/content with individual
- d. Barrier remediation needs and removal strategies, progress, & status
- e. Special needs requirement
- f. Individual education plans
- g. Construction awareness training
- h. Post training / follow-up schedule
- i. Referral info to other supportive services
- j. Entrance into apprenticeship programs/Unions
- viii. Provide two weeks of orientation and assessment to identify potential candidates.
- ix. Conduct in-class construction theory and site-based hands-on construction training.
- x. Provide Leadership and Career Development Workshops.
- xi. Provide occupational skills training and ensure transition to a construction related field.
- xii. Conduct instruction using OSHA Safety Manual.
- xiii. Other activities as mutually agreed upon by SJCOE and the SFPUC Director of Workforce Development.

III. JOB PLACEMENT REFERRAL ACTIVITIES POST PROGRAM

- a. Dedicate staffing specifically assigned to the HCIP and other regional SFPUC construction activities.
- b. Assist with coordinating candidate placement with Trade Unions utilized by SFPUC projects.
- c. Work with SFPUC Labor Liaison and staff to coordinate job placement and retention services, and maintain responsiveness to union and contractor requests for employee referral support services of participating trainees, including wrap-around services, and post-placement support and communication.
- d. Must lead to enrollment into additional training through a state and federally approved apprenticeship training program or an articulated path to postsecondary education in the construction or related field.

Deliverables

- i. Worker referrals, assessment, with SJCOE Follow-up Specialist. .
- ii. Guide candidates through direct-entry into related Unions through interview preparation, candidate selection, pre-employment drug testing, and ensure that referral candidates' skill set meets or exceeds minimum qualifications for registered apprentice program participation and/or project-specific requirements.
- iii. Use data informed assessments help quantify, measuring placement in employment, training, post-secondary education, degree/certificate attainment, employment retention.
- iv. Work with Unions to have direct entry into apprenticeship program.

Exhibit 1
Scope of Services
February 12, 2016 – June 30, 2019

- v. Utilize Follow-up Specialist to provide assessment, referrals, job placement and retention services.
- vi. Utilize Career Developer to support trainees in creating professional portfolios with updated resumes, and educational/training goals.
- vii. Communicate with SFPUC Labor Liaison to identify and coordinate job placement opportunities.
- viii. Continue ongoing engagement with participating stakeholders.

IV. OVERSIGHT AND REPORTING

- a. Coordinate all activities with the SFPUC's Director of Workforce and Economic Program Services.
- b. Designate staff to work on program development of satellite programs.
- c. Designate staff to coordinate periodic meetings with SFPUC staff to allow for programming adjustment.
- d. Provide quarterly workforce tracking and reporting, and occasional as-needed reports when necessary.
- e. SJCOE will use measure metrics to do self-monitoring MOU compliance.
- f. SJCOE will collect data to align with stated outcome measures (e.g., employment placement, training, degree/certificate attainment, employment retention, attendance rates).

Deliverables

- i. Communicate with SFPUC staff through phone conferences and meetings.
- ii. Collect data to align with outcome measures.
- iii. Measurement metrics:
 - a. # of individuals received outreach
 - b. # of prospective participants received assessments
 - c. # of individuals enrolled in program
 - d. # of individuals from each service territory county
 - e. # of individuals graduated from program
 - f. # of individuals enter into Union
 - g. # of individuals placed on PUC jobs (50% referral goal)
 - h. # of individuals placed on other jobs
 - i. # of participant job retention after 12 months
- iv. SJCOE shall submit quarterly data and narrative reports to accompany invoices for reimbursement.

V. Billing Procedures

SJCOE agrees that the SFPUC will be billed only for direct services outlined in the Scope of Services and the approved budget in Exhibit I.

SFPUC will provide SJCOE with direction in accessing its accounting system for payment.

Exhibit 1
Scope of Services
February 12, 2016 – June 30, 2019

Deliverables

- i. Submit timely invoices to correspond with PUC accounting calendar.
 - a. March 31st
 - b. June 30th
 - c. September 30th
 - d. December 31st

VI. Budget

- a. The cost of the Consulting Services will not exceed \$200,000 per fiscal year.

Modification

Personal Services Contracts

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: BOARD OF SUPERVISORS

Dept. Code: BOS

Type of Request: Initial Modification of an existing PSC (PSC # 32875 - 19/20)

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

Type of Service: VHS and DVD Digitization

Funding Source: General Fund

PSC Original Approved Amount: \$90,000

PSC Original Approved Duration: 11/01/19 - 10/31/22 (3 years)

PSC Mod#1 Amount: \$10,000

PSC Mod#1 Duration: no duration added

PSC Mod#2 Amount: \$100,000

PSC Mod#2 Duration: 11/01/19-10/30/24 (2 years)

PSC Cumulative Amount Proposed: \$200,000

PSC Cumulative Duration Proposed: 5 years

1. Description of Work

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

Digitization of DVD and VHS recordings of archived legislative proceedings of the Board of Supervisors and its Committees spanning from 1992-2006. The San Francisco Public Library (SFPL) currently houses approximately 2,995 DVDs and 2,124 VHS tapes of Board proceedings that will need to be converted into a digital media format (mp4, wmv, avi, etc.) for preservation and retention. Approximate average runtime is ~1 hour each. SFGovTV does not retain digital video archives of Board and Committee meetings prior to mid-2006, and it is the Office of the Clerk of the Board's (COB) chartered duty to ensure retention and preservation of available Board and Committee meeting archives. Digitized recordings will be retained and available for public accessibility/request, and COB will coordinate with SFGovTV and Granicus for web access.

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

The COB has a chartered duty to preserve and retain available records of legislative proceedings for the Board of Supervisors and its Committees. Denial of this request may result in a potential violation of the COB's chartered duties (SF Charter Sec. 2.108, 2.117), and the eventual physical deterioration of the archived media.

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, by contract

D. Will the contract(s) be renewed?

No, there is a finite amount of archived video recordings for digitization and the contract will not 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

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).

Explain the qualifying circumstances:

Project is short term and requires equipment provided by the vendor.

B. Reason for the request for modification:

Project not yet complete.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Knowledge of video encoding, encapsulation, and compression, ability to operate specialized DVD and VHS digitizing equipment, and expertise in archival processes for the handling of historical records.

B. Which, if any, civil service class(es) normally perform(s) this work? 1021, IS Administrator 1; 1022, IS Administrator 2; 1023, IS Administrator 3; 1024, IS Administrator-Supervisor; 1777, Media/Security Sys Spec; 1781, Media/Security Syst Supv;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, the contractor will provide a high-speed VHS and DVD digital video converting hardware and software.

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.

Digitization of high-volume VHS and DVD require specialized equipment and expertise to oversee the process. This is a short term project.

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

6. Additional Information

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

No.

- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
No training will be provided.
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
We are not extending duration. New funds necessary to finish

7. Union Notification: On 02/07/22, the Department notified the following employee organizations of this PSC/RFP request:
Theatrical Stage Employees, L16; 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: Wilson Ng Phone: 4155547725 Email: wilson.l.ng@sfgov.org

Address: One Dr. Carlton B. Goodlett Place Room 244, San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 32875 - 19/20

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/21/2022

Receipt of Union Notification(s)

From: ahr-psccordinator@sfgov.org on behalf of wilson.l.ng@sfgov.org
To: [Ng, Wilson \(BOS\); sal@local16.org; jb@local16.org; ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Lubamersky, Joan \(ADM\); DHR-PSCCoordinator, DHR \(HRD\)](mailto:Ng,Wilson(BOS);sal@local16.org;jb@local16.org;ecassidy@ifpte21.com;WendyWong26@yahoo.com;wendywong26@yahoo.com;tmathews@ifpte21.org;kschumacher@ifpte21.org;kpage@ifpte21.org;eerbach@ifpte21.org;pkim@ifpte21.org;L21PSCReview@ifpte21.org;Lubamersky,Joan(ADM);DHR-PSCCoordinator,DHR(HRD))
Subject: Receipt of Modification Request to PSC # 32875 - 19/20 - MODIFICATIONS
Date: Monday, February 7, 2022 12:54:52 PM

PSC RECEIPT of Modification notification sent to Unions and DHR

The BOARD OF SUPERVISORS -- BOS has submitted a modification request for a Personal Services Contract (PSC) for \$100,000 for services for the period November 1, 2019 – October 30, 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/14958>

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 jb@local16.org sal@local16.org

Additional Attachment(s)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: BOARD OF SUPERVISORS

Dept. Code: BOS

Type of Request: Initial Modification of an existing PSC (PSC # 32875 - 19/20)

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

Type of Service: VHS and DVD Digitization

Funding Source: General Fund

PSC Original Approved Amount: \$90,000

PSC Original Approved Duration: 11/01/19 - 10/31/22 (3 years).

PSC Mod#1 Amount: \$10,000

PSC Mod#1 Duration: no duration added

PSC Cumulative Amount Proposed: \$100,000

PSC Cumulative Duration Proposed: 3 years

1. Description of Work

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

Digitization of DVD and VHS recordings of archived legislative proceedings of the Board of Supervisors and its Committees spanning from 1992-2006. The San Francisco Public Library (SFPL) currently houses approximately 2,995 DVDs and 2,124 VHS tapes of Board proceedings that will need to be converted into a digital media format (mp4, wmv, avi, etc.) for preservation and retention. Approximate average runtime is ~1 hour each. SFGovTV does not retain digital video archives of Board and Committee meetings prior to mid-2006, and it is the Office of the Clerk of the Board's (COB) chartered duty to ensure retention and preservation of available Board and Committee meeting archives. Digitized recordings will be retained and available for public accessibility/request, and COB will coordinate with SFGovTV and Granicus for web access.

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

The COB has a chartered duty to preserve and retain available records of legislative proceedings for the Board of Supervisors and its Committees. Denial of this request may result in a potential violation of the COB's chartered duties (SF Charter Sec. 2.108, 2.117), and the eventual physical deterioration of the archived media.

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?

No, there is a finite amount of archived video recordings for digitization and the contract will not 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

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).

Explain the qualifying circumstances:

Project is short term and requires equipment provided by the vendor.

B. Reason for the request for modification:

Adding funds to complete the project.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Knowledge of video encoding, encapsulation, and compression, ability to operate specialized DVD and VHS digitizing equipment, and expertise in archival processes for the handling of historical records.

B. Which, if any, civil service class(es) normally perform(s) this work? 1021, IS Administrator 1; 1022, IS Administrator 2; 1023, IS Administrator 3; 1024, IS Administrator-Supervisor; 1777, Media/Security Sys Spec; 1781, Media/Security Syst Supv;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, the contractor will provide a high-speed VHS and DVD digital video converting hardware and software.

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.
Digitization of high-volume VHS and DVD require specialized equipment and expertise to oversee the process. This is a short term project.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. This is a short term project.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
No training will be provided.
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
We are not extending duration. New funds necessary to finish

7. Union Notification: On 05/15/20, the Department notified the following employee organizations of this PSC/RFP request: Theatrical Stage Employees, L16; 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: Wilson Ng Phone: 4155547725 Email: wilson.l.ng@sfgov.org

Address: One Dr. Carlton B. Goodlett Place Room 244, San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 32875 - 19/20

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 06/01/2020

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: DEPARTMENT OF BUILDING INSPECTION

Dept. Code: DBI

Type of Request: Initial Modification of an existing PSC (PSC # 44359 - 19/20)

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

Type of Service: Professional Services

Funding Source: Operating Budget

PSC Original Approved Amount: \$2,000,000 PSC Original Approved Duration: 07/01/20 - 06/30/26 (6 years)

PSC Mod#1 Amount: \$2,000,000 PSC Mod#1 Duration: no duration added

PSC Cumulative Amount Proposed: \$4,000,000 PSC Cumulative Duration Proposed: 6 years

1. Description of Work

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

Department to re-issue a Request for Qualifications (RFQ) to seek responses from Respondents demonstrating expertise in one or more of the following Areas: 1) Structural Design Review; and 2) Geo-technical and Geological Engineering Review. Based on the responses from this RFQ, Department will create a pre-qualified list of consultants/professionals and academic experts from which Department may choose prospective contractors, on an as-needed basis for up to five (5) years of the pre-qualification notification date, to advise the Department in structure design and plan review for privately-sponsored projects. Due to continued development of buildings that require structural and geotechnical review, these specialized services are still needed.

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

It is the Department's policy, procedures and safety regulations to monitor the construction of new buildings in San Francisco. The Department continues to review and constantly take steps to strengthen requirements to ensure that buildings are as safely built as contemporary engineering permits. Staff of engineers, inspectors and permitting technician's works closely with the project sponsor and chosen design and engineering team to ensure that submitted plans and subsequent construction meet or exceed the minimum standards of the San Francisco Building Code. Expert Consultants supplement the plan review process. Denial would limit the Department's ability to work directly with experts.

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 44359 19-20

D. Will the contract(s) be renewed?
No. As needed 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:
there are forthcoming private sponsored projects that require as needed professional services for structural and geotechnical peer review. Some projects require several years to complete review.

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:

Consultants will be individual structural and geotechnical engineers and academia experts with minimum 15 years experience in Structural Design Reviewer/Practicing Structural Engineer. Services will be on an as-needed basis. Structural expert shall have minimum 15 years experience practicing in structural engineering with expertise in structural engineering, earthquake engineering, performance based seismic engineering, and nonlinear response history analysis of building and tall building design; structural peer review; development of structural building codes and guidelines for buildings. Structural Design Reviewer/Academia shall have with minimum 15 years experience researching in structural engineering with expertise in structural engineering, earthquake engineering, performance-based seismic engineering, nonlinear response history analysis of building and tall building design; structural peer review; development of structural building codes and guidelines for buildings. Geotechnical Reviewer expert shall have with minimum 15 years experience in geotechnical and geological engineering with expertise in geotechnical or geological engineering, generation of site-specific ground motions of use in linear and nonlinear analyses, performance-based seismic design for tall buildings, site soil classification, foundation recommendation, deep foundation evaluation, earth pressure recommendation, soil structure interaction, building settlements analysis, excavation and ground water monitoring; geotechnical peer review; development geotechnical requirements for building codes and design guidelines of buildings.

B. Reason for the request for modification:

increase funding to extend current contracts for project completion and contracts for new projects requiring peer review

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Consultants will be individual consultants (structural engineers and researchers) with minimum 15 years experience in the following areas: A Structural Design Reviewer/Practicing Structural Engineer shall have minimum 15 years experience practicing in structural engineering with expertise in structural engineering, earthquake engineering, performance based seismic engineering, and nonlinear response history analysis of building and tall building design; structural peer review; development of structural building codes and guidelines for buildings. A Structural Design Reviewer/Academia with minimum 15 years experience researching in structural engineering with expertise in structural engineering, earthquake engineering, performance-based seismic engineering, nonlinear response history analysis of building and tall building design; structural peer review; development of structural building codes and guidelines for buildings. A geotechnical Reviewer with minimum 15 years experience in geotechnical and geological engineering with expertise in geotechnical or geological engineering, generation of site-specific ground motions of use in linear and nonlinear analyses, performance-based seismic design for tall buildings, site soil classification, foundation recommendation, deep foundation evaluation, earth pressure recommendation, soil structure interaction, building settlements analysis, excavation and ground water monitoring; geotechnical peer review; development geotechnical requirements for building codes and design guidelines of buildings.

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.

There are no civil service classifications that is able to perform this type of specialized work.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No, the contractor will be on an as-needed basis. Also, these skills needed are very specialized.

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 provided to city employees. This type of review work is highly specialized and requires extensive work experience. Knowledge includes both academic knowledge and extensive hands-on work experience with review of the proposed structural design criteria, assumptions and acceptance criteria; review of structural analysis results and the design details; and engineering calculations and permit structural drawings. Minimum work requirements for a structural or geotechnical engineer is 15 years work experience.
- C. Are there legal mandates requiring the use of contractual services?
see attached Board of Supervisors Ordinance 36-18
- 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.
Board of Supervisors Ordinance 36-18
- 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 02/10/22, 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: Sharon Lee Phone: 415-575-6947 Email: sharon.lee@sfgov.org

Address: 1660 Mission Street, 6th Floor, San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 44359 - 19/20

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/21/2022

Receipt of Union Notification(s)

Choi, Suzanne (HRD)

From: dhr-psccordinator@sfgov.org on behalf of sharon.lee@sfgov.org
Sent: Thursday, February 10, 2022 1:55 PM
To: Lee, Sharon (DBI); kennethlomba@gmail.com; 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@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; jduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org; L21PSCReview@ifpte21.org; sfsmsa@gmail.com; bart@dc16.us; david.canham@seiu1021.org; jtanner940@aol.com; oashworth@ibew6.org; L21PSCReview@ifpte21.org; laborers261@gmail.com; local200twu@sbcglobal.net; speedy4864@aol.com; Christina@sfmea.com; ecdemvoter@aol.com; thomas.vitale@seiu1021.org; DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Modification Request to PSC # 44359 - 19/20 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The DEPARTMENT OF BUILDING INSPECTION -- DBI has submitted a modification request for a Personal Services Contract (PSC) for \$2,000,000 for services for the period February 3, 2022 – June 30, 2026. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

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

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/17918>

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: DEPARTMENT OF BUILDING INSPECTION -- DBI

Dept. Code: DBI

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

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

Type of Service: Professional Services

Funding Source: Operating Budget

PSC Amount: \$2,000,000

PSC Est. Start Date: 07/01/2020

PSC Est. End Date
06/30/2026

1. Description of Work

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

Department to re-issue a Request for Qualifications (RFQ) to seek responses from Respondents demonstrating expertise in one or more of the following Areas: 1) Structural Design Review; and 2) Geo-technical and Geological Engineering Review. Based on the responses from this RFQ, Department will create a pre-qualified list of consultants/professionals and academic experts from which Department may choose prospective contractors, on an as-needed basis for up to five (5) years of the pre-qualification notification date, to advise the Department in structure design and plan review for privately-sponsored projects. Due to continued development of buildings that require structural and geotechnical review, these specialized services are still needed.

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

It is the Department's policy, procedures and safety regulations to monitor the construction of new buildings in San Francisco. The Department continues to review and constantly take steps to strengthen requirements to ensure that buildings are as safely built as contemporary engineering permits. Staff of engineers, inspectors and permitting technician's works closely with the project sponsor and chosen design and engineering team to ensure that submitted plans and subsequent construction meet or exceed the minimum standards of the San Francisco Building Code. Expert Consultants supplement the plan review process. Denial would limit the Department's ability to work directly with experts.

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 under PSC 49526 16/17. Pre-qualified list expired and a new list is needed.

D. Will the contract(s) be renewed?

No. As needed 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.

there are forthcoming private sponsored projects that require as needed professional services for structural and geotechnical peer review. Some projects require several years to complete review.

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:

Consultants will be individual structural and geotechnical engineers and academia experts with minimum 15 years experience in Structural Design Reviewer/Practicing Structural Engineer. Services will be on an as-needed basis. Structural expert shall have minimum 15 years experience practicing in structural engineering with expertise in structural engineering, earthquake engineering, performance based seismic engineering, and nonlinear response history analysis of building and tall building design; structural peer review; development of structural building codes and guidelines for buildings. Structural Design Reviewer/Academia shall have with minimum 15 years experience researching in structural engineering with expertise in structural engineering, earthquake engineering, performance-based seismic engineering, nonlinear response history analysis of building and tall building design; structural peer review; development of structural building codes and guidelines for buildings. Geotechnical Reviewer expert shall have with minimum 15 years experience in geotechnical and geological engineering with expertise in geotechnical or geological engineering, generation of site-specific ground motions of use in linear and nonlinear analyses, performance-based seismic design for tall buildings, site soil classification, foundation recommendation, deep foundation evaluation, earth pressure recommendation, soil structure interaction, building settlements analysis, excavation and ground water monitoring; geotechnical peer review; development geotechnical requirements for building codes and design guidelines of buildings.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Consultants will be individual consultants (structural engineers and researchers) with minimum 15 years experience in the following areas: A Structural Design Reviewer/Practicing Structural Engineer shall have minimum 15 years experience practicing in structural engineering with expertise in structural engineering, earthquake engineering, performance based seismic engineering, and nonlinear response history analysis of building and tall building design; structural peer review; development of structural building codes and guidelines for buildings. A Structural Design Reviewer/Academia with minimum 15 years experience researching in structural engineering with expertise in structural engineering, earthquake engineering, performance-based seismic engineering, nonlinear response history analysis of building and tall building design; structural peer review; development of structural building codes and guidelines for buildings. A geotechnical Reviewer with minimum 15 years experience in geotechnical and geological engineering with expertise in geotechnical or geological engineering, generation of site-specific ground motions of use in linear and nonlinear analyses, performance-based seismic design for tall buildings, site soil classification, foundation recommendation, deep foundation evaluation, earth pressure recommendation, soil structure interaction, building settlements analysis, excavation and ground water monitoring; geotechnical peer review; development geotechnical requirements for building codes and design guidelines of buildings.

B. Which, if any, civil service class(es) normally perform(s) this work? none

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

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

There are no civil service classifications that is able to perform this type of specialized work.

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 service classifications that is able to perform this type of specialized work.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, the contractor will be on an as-needed basis. Also, these skills needed are very specialized.

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 provided to city employees. This type of review work is highly specialized and requires extensive work experience. Knowledge includes both academic knowledge and extensive hands-on work experience with review of the proposed structural design criteria, assumptions and acceptance criteria; review of structural analysis results and the design details; and engineering calculations and permit structural drawings. Minimum work requirements for a structural or geotechnical engineer is 15 years work experience.

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

Yes. see attached Board of Supervisors Ordinance 36-18

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. Board of Supervisors Ordinance 36-18

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

No.

7. Union Notification: On 04/16/2020, the Department notified the following employee organizations of this PSC/RFP request:

all unions were notified

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

Name: Sharon Lee Phone: 415-575-6947 Email: sharon.lee@sfgov.org

Address: 1660 Mission Street, 6th Floor, San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 44359 - 19/20

DHR Analysis/Recommendation:

action date: 07/06/2020

Commission Approval Required

Approved by Civil Service Commission

07/06/2020 DHR Approved for 07/06/2020

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: DEPARTMENT OF EMERGENCY MANAGEMENT

Dept. Code: ECD

Type of Request: Initial Modification of an existing PSC (PSC # 32678 - 17/18)

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

Type of Service: Upgrades to Grants Management System and Website

Funding Source: Federal UASI Grant

PSC Original Approved Amount: \$100,000 PSC Original Approved Duration: 01/01/18 - 03/31/22 (4 years 12 weeks)

PSC Mod#1 Amount: \$50,000 PSC Mod#1 Duration: 04/01/22-03/31/24 (2 years 1 day)

PSC Cumulative Amount Proposed: \$150,000 PSC Cumulative Duration Proposed: 6 years 12 weeks

1. Description of Work

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

Contractor will provide upgrades to the grants management system used by the Department of Emergency Management - Urban Areas Security Initiative (UASI) and partner jurisdictions. This system allows for submission of grant applications, project status reporting, and fiscal management activities. Contractor will provide upgrades to the current UASI website in order to better promote the Urban Areas Security Initiative (UASI) program and its regional projects. The enhanced website and upgrades to the grants management system will continue to allow DEM-UASI the ability to promote their programs and administer and oversee the UASI grant in an efficient and effective manner.

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

The UASI Region is comprised of twelve counties and three core cities, which together receive federal funding to combat and respond to terrorism and related catastrophic disasters throughout the entire Bay Area. As a regional program, all jurisdictions must be able to easily communicate and access information from our website. All jurisdictions must also be able to submit and receive time-sensitive information via the grants management system.

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 32678 - 17/18

D. Will the contract(s) be renewed?

Based on need, performance, and funding availability.

- E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:
The total duration including the modification will be more than 5 years. This is necessary because this is a federally grant funded project that impacts emergency services state-wide. Each UASI within California contributes to the project under this one master contract.

2. Reason(s) for the Request

A. Display all that apply

- Cases where future funding is so uncertain that the establishment of new civil service positions, classes or programs is not feasible (including situations where there is grant funding).

Explain the qualifying circumstances:

This service is funded by a time limited grant from the federal government.

B. Reason for the request for modification:

To extend the duration and increase the amount

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: The service requires extensive experience working within and across county lines in order to facilitate the production of a product that is of mutual benefit to all stakeholders involved. The provider must have an understanding of how the unique characteristics of each member county impacts the entire UASI Region. The service also requires extensive knowledge in emergency response planning and Federal Emergency Management Agency (FEMA) and California Office of Emergency Services (CalOES) grant requirements.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1823, Senior Administrative Analyst; 0922, Manager I;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

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

Not Applicable

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

- A. Explain why civil service classes are not applicable.
Conditions of this grant include a personnel cap limit that has already been reached. No additional funds can be used towards personnel costs. Also, because this project spans across twelve counties it would be best to enlist a provider not associated with any of the counties.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: The regional, state, and national interaction required to perform this service would make it impractical for a SF Civil

Service employee to perform this work for and on behalf of other counties. Also, we have reached the personnel cap on this time limited grant.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
No training will be provided under this PSC
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
Yes, there are contracting requirements in grant language
- 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 02/17/22, the Department notified the following employee organizations of this PSC/RFP request:
Professional & Tech Engrs, Local 21; Municipal Executive Association;

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

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

Address: 1011 Turk Street, San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 32678 - 17/18

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 03/21/2022

Receipt of Union Notification(s)

Choi, Suzanne (HRD)

From: dhr-psccordinator@sfgov.org on behalf of william.lee@sfgov.org
Sent: Thursday, February 17, 2022 1:48 PM
To: Lee, William (DEM); WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Laxamana, Junko (BOS); Criss@sfmea.com; camaguey@sfmea.com (contact); Christina@sfmea.com; staff@sfmea.com; Kaplan, Scott (DEM); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Modification Request to PSC # 32678 - 17/18 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The DEPARTMENT OF EMERGENCY MANAGEMENT -- ECD has submitted a modification request for a Personal Services Contract (PSC) for \$50,000 for services for the period April 1, 2022 – March 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/17934>

Email sent to the following addresses: staff@sfmea.com Christina@sfmea.com Camaguey@sfmea.com Criss@SFMEA.com junko.laxamana@sfgov.org L21PSCReview@ifpte21.org pkim@ifpte21.org kschumacher@ifpte21.org tmathews@ifpte21.org wendywong26@yahoo.com WendyWong26@yahoo.com

Additional Attachment(s)

ELECTRONIC CODE OF FEDERAL REGULATIONS**e-CFR data is current as of October 20, 2015**[Title 2](#) → [Subtitle A](#) → [Chapter II](#) → [Part 200](#) → [Subpart D](#) → Subject Group

Title 2: Grants and Agreements

[PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS](#)[Subpart D—Post Federal Award Requirements](#)**PROCUREMENT STANDARDS****§200.317 Procurements by states.**

When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with §200.322 Procurement of recovered *materials* and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. All other non-Federal entities, including subrecipients of a state, will follow §§200.318 General procurement standards through 200.326 Contract provisions.

§200.318 General procurement standards.

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.213 Suspension and debarment.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:

- (i) The actual cost of materials; and
- (ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 43309, July 22, 2015]

§200.319 Competition.

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

- (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (2) Requiring unnecessary experience and excessive bonding;
- (3) Noncompetitive pricing practices between firms or between affiliated companies;
- (4) Noncompetitive contracts to consultants that are on retainer contracts;
- (5) Organizational conflicts of interest;
- (6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
- (7) Any arbitrary action in the procurement process.

(b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

- (1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition.

The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

§200.320 Methods of procurement to be followed.

The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

(i) A complete, adequate, and realistic specification or purchase description is available;

(ii) Two or more responsible bidders are willing and able to compete effectively for the business; and

(iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

(i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publically advertised;

(ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;

(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

(1) The item is available only from a single source;

(2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or

(4) After solicitation of a number of sources, competition is determined inadequate.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 54409, Sept. 10, 2015]

§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

§200.322 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

§200.323 Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

§200.324 Federal awarding agency or pass-through entity review.

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

§200.325 Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance

that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§200.326 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

[Need assistance?](#)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: DEPARTMENT OF EMERGENCY MANAGEMENT -- ECD Dept. Code: ECDType of Request: Initial Modification of an existing PSC (PSC # _____)Type of Approval: Expedited Regular Annual Continuing (Omit Posting)Type of Service: Upgrades to Grants Management System and WebsiteFunding Source: Federal UASI GrantPSC Duration: 4 years 12 weeksPSC Amount: \$100,000**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

Contractor will provide upgrades to the grants management system used by the Department of Emergency Management - Urban Areas Security Initiative (UASI) and partner jurisdictions. This system allows for submission of grant applications, project status reporting, and fiscal management activities. Contractor will provide upgrades to the current UASI website in order to better promote the Urban Areas Security Initiative (UASI) program and its regional projects. The enhanced website and upgrades to the grants management system will continue to allow DEM-UASI the ability to promote their programs and administer and oversee the UASI grant in an efficient and effective manner.

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

The UASI Region is comprised of twelve counties and three core cities, which together receive federal funding to combat and respond to terrorism and related catastrophic disasters throughout the entire Bay Area. As a regional program, all jurisdictions must be able to easily communicate and access information from our website. All jurisdictions must also be able to submit and receive time-sensitive information via the grants management system.

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 website and grants management system were created by a vendor.

D. Will the contract(s) be renewed?

Based on need, performance, and funding availability.

**E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.
not applicable****2. Reason(s) for the Request****A. Indicate all that apply (be specific and attach any relevant supporting documents):**

Cases where future funding is so uncertain that the establishment of new civil service positions, classes or programs is not feasible (including situations where there is grant funding).

B. Explain the qualifying circumstances:

This service is funded by a time limited grant from the federal government.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: The service requires extensive experience working within and across county lines in order to facilitate the production of a product that is of mutual benefit to all stakeholders involved. The provider must have an understanding of how the unique characteristics of each member county impacts the entire UASI Region. The service also requires extensive knowledge in emergency response planning and Federal Emergency Management Agency (FEMA) and California Office of Emergency Services (CalOES) grant requirements.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1823, Senior Administrative Analyst; 0922, Manager I;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

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

When the website was first developed, the project lead reached out to DTIS to evaluate if services could be provided by the City, but found that DTIS does not have the capability to assume this project. Also, UASI staff does not have the time to conduct a project of this magnitude.

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

- A. Explain why civil service classes are not applicable.
Conditions of this grant include a personnel cap limit that has already been reached. No additional funds can be used towards personnel costs. Also, because this project spans across twelve counties it would be best to enlist a provider not associated with any of the counties.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. The regional, state, and national interaction required to perform this service would make it impractical for a SF Civil Service employee to perform this work for and on behalf of other counties. Also, we have reached the personnel cap on this time limited grant.

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. Services are for upgrades, maintenance and hosting services for 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.
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 04/16/2018, the Department notified the following employee organizations of this PSC/RFP request:
Municipal Executive Association; Professional & Tech Engrs, Local 21

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

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

Address: 1011 Turk Street San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 32678 - 17/18

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 05/29/2018