



London Breed  
Mayor

Carol Isen  
Human Resources Director

Date: April 1, 2022  
To: The Honorable Civil Service Commission  
Through: Carol Isen  
Human Resources Director  
From: Joan Lubamersky / Lynn Khaw, ADM  
Cynthia Avakian, AIR  
Joyce Kimotsuki, CON  
David Kashani, ENV  
Esperanza Zapien / Johanna Gendelman, HSA  
Amy Nuque, MTA  
Kelly Hiramoto, DPH  
Shawndrea Hale / Daniel Kwon, PUC  
Alexander Burns, DPW  
Subject: **Personal Services Contracts Approval Request**

This report contains twenty-three (23) 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
\$164,508,612	\$190,568,068	\$2,219,325,942

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

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

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

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

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

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

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

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

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

Table of Contents  
PSC Submissions

<b>Regular PSCs</b>	<b>Department</b>	<b>Page</b>
44789 - 21/22	City Administrator	1
46611 - 21/22	Airport Commission	10
49808 - 21/22	Airport Commission	14
46581 - 21/22	Controller	19
45755 - 21/22	Environment	80
48566 - 21/22	Environment	90
41822 - 21/22	Human Services	99
42037 - 21/22	Human Services	108
42186 - 21/22	Human Services	121
44708 - 21/22	Municipal Transportation Agency	126
43233 - 21/22	Public Health	135
44627 - 21/22	Public Health	158
45998 - 21/22	Public Health	170
46129 - 21/22	Public Health	177
41646 - 21/22	Public Utilities Commission	183
43075 - 21/22	Public Utilities Commission	197
47227 - 21/22	Public Utilities Commission	236
48613 - 21/22	Public Works	241
49183 - 21/22	Public Works	255
49531 - 21/22	Public Works	284
<b>Modification PSCs</b>		
44548 - 16/17	Airport Commission	296
46770 - 19/20	Human Services	308
47899 - 19/20	Public Utilities Commission	317

# POSTING FOR

April 18, 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
44789 - 21/22	GENERAL SERVICES AGENCY - CITY ADMIN	\$500,000.00	Contractor shall provide repairs and maintenance services for 120 travel trailers, under Covid-19 Alternative Shelter Program, located at Site F. These trailers were acquired as a temporary housing options for the City's most vulnerable populations at the beginning of pandemic, Covid-19. The required maintenance and repairs are electrical and lights, heater and air conditioning, doors and locks, appliances such as refrigerator and microwave, leaks, etc. These services are to be performed twice per week, with 4 hours for each service day, for a total of 8 hours per week, plus on call for urgent issues.	July 1, 2022	June 30, 2025	REGULAR
46611 - 21/22	AIRPORT COMMISSION	\$550,000.00	The San Francisco International Airport ("Airport") requires specialized support/maintenance, and custom programming for the Airport's Operating Budget System (OBS). The OBS proprietary financial software system was implemented to develop the annual operating budget submittal and submit the request electronically to the Controller's and Mayor's Office.	July 1, 2022	June 30, 2027	REGULAR
49808 - 21/22	AIRPORT COMMISSION	\$6,500,000.00	San Francisco International Airport ("SFO" or "Airport") has many transportation-related automated systems and networks used for information processing, control and communications that are critical to the safety and security of the Airport's mission. These systems must be adequately protected against evolving cybersecurity threats. The Airport requires the Contractor to optimize the Airport's information technology against the cybersecurity risks associated with the operation of these systems. This work is generally done through a Information Technology Security Operations Center ("IT SOC") to monitor and protect the Airport's Networks from unauthorized/unusual activity due to cyber	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
			attacks (malware, ransomware, e-mail phishing, etc.), thereby minimizing Airport's cybersecurity risk.			
46581 - 21/22	CONTROLLER	\$20,000,000.00	The City has a need to set up reimbursement or revolving credit agreements with financial institutions to provide a credit or liquidity facility to the City utilized in the issuance of short term debt by the City to institutional investors via the City's Commercial Paper Program, variable rate demand bonds or other types of short-term debt at the lowest possible interest rates.	March 21, 2022	March 20, 2031	REGULAR
45755 - 21/22	ENVIRONMENT	\$1,000,000.00	Administer all aspects of pre-tax employee benefit program, including participant enrollment through web-based database interface, distribution of transit fare media, customer service, account management, payroll interface and reconciliation, and reporting.	July 1, 2022	June 30, 2027	REGULAR
48566 - 21/22	ENVIRONMENT	\$1,500,000.00	Work in collaboration with the Department to design, develop and administer needs the Department has relating to its outreach efforts online. On an ongoing basis, this will involve providing support for organizational and technical security controls and maintenance activities to keep the Department's website software updated, patched and operating smoothly and securely. This will also include developing new websites, web-based applications or web-based products that may be needed.	June 1, 2022	May 31, 2026	REGULAR
41822 - 21/22	HUMAN SERVICES	\$900,000.00	Contractor will administer and monitor alcohol and drug testing and usage through randomized substance abuse testing services to parents of families involved with child welfare services. Contractor will provide direct observation drug testing for clients on a range of substances, provide test results to assigned DHS staff, maintain records of all appointments (including missed appointments), and provide data collection results to protective service workers. Contractor will develop process for referrals for testing, actual testing, to work directly with clients on test scheduling and instructions, provide a web-based tracking and notification system, and report on confidential final results.	July 1, 2022	June 30, 2026	REGULAR
42037 - 21/22	HUMAN SERVICES	\$350,000.00	Provision of SafeCare(r)Parenting education to San Francisco Department of Health Nurses-SafeCare(R) is an evidence-based home	July 1, 2022	June 30, 2026	REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			visitation model for prevention of child neglect to San Francisco families with children who at risk for abuse and neglect.			
42186 - 21/22	HUMAN SERVICES	\$605,000.00	To provide an online resource directory (ORD) to help connect San Francisco older adults and adults with disabilities to services, resources, and providers citywide. The ORD will serve as a searchable repository of resources spanning a wide range of service domains, including healthcare, housing, caregiving assistance, public benefits, and social and recreational spaces.	May 1, 2022	April 30, 2025	REGULAR
44708 - 21/22	MUNICIPAL TRANSPORTATION AGENCY	\$28,115,000.00	<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. 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.</p> <p>This contract will select a professional services consultant to provide technical assistance to the SFMTA for the duration of the project, and this contract will be extended through FY33 to support warranty. Technical consulting services are needed to support the procurement, design, engineering, contract administration, integration, construction management, deployment, and acceptance of a new CBTC system, through each planned phase. These services must be provided by a qualified professional services consultant with experience supporting public transit agencies in the procurement and delivery of specialized CBTC systems to public transit agencies.</p>	February 1, 2023	February 1, 2033	REGULAR
43233 - 21/22	PUBLIC HEALTH	\$6,000,000.00	The contractor will provide patient safety services, implementing a new security model designed to address racial disparities in patient safety and patient experience to support a welcoming and healing environment while maintaining safety for patients and staff. Client safety services are part of the Department's delivery of patient-centered services. Staff	May 1, 2022	June 30, 2026	REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			<p>providing the services will be specifically trained in providing patient safety services following this model, including client greeting, navigation, and de-escalation. Safety Service staff must have both lived experience and good training and support which are essential to successfully providing services to our patients (e.g., lived experience with substance use disorders, housing instability, mental illness, and/or incarceration), and come from the patients' communities. In moving from a traditional security services to this new safety services model and to focus on providing effective patient safety services with minimal law enforcement personnel, DPH will work with the Sheriff's Department to re-assign the current 5.2 FTE (inclusive of backfill) of Sheriff Deputies (job classification 8304) from their present assignments in DPH community clinics to work in the community off-site, with availability to respond to clinic needs when called by clinic staff, which will be based on clear protocols. The services provided by 5.2 FTE of Sheriff Deputy will be provided by 4.4 FTE of community safety officers who would be stationed at the following DPH community clinic sites: Tom Waddell Urgent Care (to become Maria X Martinez Health Service Center), Tom Waddell Urban Health Clinic, Mission Mental Health Clinic and Behavioral Health Services at 1380 Howard Street. DPH Director of Security Basil Price has been in ongoing communication with Sheriff Paul Miyamoto to plan for this transfer of service provision. Once RFP is awarded and a contract executed a transition plan will be developed with sufficient time to ensure continuity of service. Please see attached current Letter Of Agreement (LOA) between the Department of Public Health (DPH) and the Sheriff's Department for additional detail.</p>			
44627 - 21/22	PUBLIC HEALTH	\$25,000,000.00	<p>The Contractor(s) will provide services in support of an integrated system of Automated Dispensing Cabinets (ADC) for pharmaceuticals and related pharmacy technology, which includes optional automated pharmaceutical carousels and pharmaceutical packaging equipment. Services shall include equipment manufacture and delivery, design/build engineering and construction services for a complete installation, permits, system implementation, end user training, equipment maintenance, software licensing and maintenance, full integration with the Department of Public Health's (DPH's) electronic health record system and other clinical applications, consulting services, and other services required to keep the system and leased equipment in good repair and fully functional. The design/build portion of the total contract is estimated at \$3.2 million, of which 15% is design and 85% is build.</p>	February 1, 2022	January 31, 2031	REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
45998 - 21/22	PUBLIC HEALTH	\$5,000,000.00	Contractor (s) shall provide the services of a Radiation Safety Officer (RSO) and shall also provide a full service dosimetry badge service for the Department of Public Health. For the services of the RSO the contractor shall prevent unnecessary exposure to ionizing radiation and when exposure is required the contractor shall ensure that necessary exposures are As Low As Reasonably Achievable (ALARA) for the given application. In addition, the RSO will be responsible for training, implementation and enforcement of all radiological rules and regulations at a given facility and will be responsible for all compliance related issues. For the dosimetry badge service, the contractor (s) shall provide the Department either through a rental / lease program or through direct purchase dosimetry badges to be used by the Department. In addition, the contractor (s) shall provide dosimetry badge service maintenance, reading, and interpretation services. The dosimetry badge service shall also provide a robust reporting system which shall comply with all mandated reporting requirements.	January 1, 2022	December 31, 2026	REGULAR
46129 - 21/22	PUBLIC HEALTH	\$800,000.00	The contractor(s) will work on several projects in support of Substance Use Disorder initiatives. Initial projects will establish a sustainable system to estimate the number of people in the City and County of Francisco who are at active risk of an opioid overdose and support services for the Implementing Overdose Prevention Strategies at the Local Level (IOPSL) program. For these initiatives the Contractor(s) will: Provide expertise in population size estimation methods; Work with the Substance Use Disorder team to build capacity to implement capture-recapture analysis to estimate the size of the non-injection drug users; Will prepare code for statistical software to implement the analysis, organize and interpret the results, and assist in drafting the report describing the results; Will direct the scientific study design, prepare and troubleshoot code for statistical analysis, and interpret and present results in a draft report; Will provide scientific oversight to the Substance Use Disorder team as they implement and interpret the capture-recapture analyses. For the IOPSL program the Contractor (s) will create an integrated online data dashboard, and serve as subject matter experts to train Emergency Department staff, and advocate for substance use assessment and navigation in the 7 hospital emergency departments in San Francisco with the goal to greatly expand the number of individuals with substance use disorders who are linked to medication-assisted treatment and significantly reduce opioid overdoses in The City.	July 1, 2022	December 31, 2026	REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
41646 - 21/22	PUBLIC UTILITIES COMMISSION	\$28,000,000.00	<p>As-needed environmental analyses, studies, and reports; preparing resource agency documents/permits; environmental compliance support during construction; and providing specialized natural resource and other environmental expertise in support of the Sewer System Improvement Program (SSIP), and other Water, Wastewater, and Power Enterprise capital projects. The Proposer may also be called upon to provide other related environmental services during the term of the Agreement.</p> <p>Undertake as-needed environmental analyses, surveys and reports required by California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA), and prepare documentation for resource regulatory agency permit applications, and perform environmental inspection and monitoring services during construction for compliance. Many of the projects will need specialized services in the relevant resource areas such as surveys and analyses in biology, cultural resources, water quality, air quality, and others.</p>	July 1, 2022	June 30, 2029	REGULAR
43075 - 21/22	PUBLIC UTILITIES COMMISSION	\$1,513,612.00	<p>ConserveTrack will provide initial production, back-up, and test environments for setting up its hosted software for SFPUC and, thereafter, as-needed software enhancements and end-user training. Although the nine year contract amount is for 1.5m, only \$300,000.00 relates to actual implementation, customization and as-needed end-user training services by ConserveTrack. The remaining relates to the maximum sum of the annual fees due by SFPUC to ConserveTrack to subscribe to its hosted software.</p>	June 1, 2017	April 30, 2027	REGULAR
47227 - 21/22	PUBLIC UTILITIES COMMISSION	\$975,000.00	<p>Consultant will provide expert advice, analysis, and assistance on planning for electric utility customer growth and expansion of owned electrical assets.</p> <p>Work products may include, but are not limited to the following: peer review of staff analyses, providing briefings and/or presentations, creating an actionable transition and growth implementation plan, and developing an organizational structure redesign plan.</p>	August 1, 2022	July 31, 2027	REGULAR
48613 - 21/22	GENERAL SERVICES AGENCY - PUBLIC WORKS	\$12,000,000.00	<p>Consultants will perform highly specialized civil engineering and surveying tasks that include reviewing various Agreements, Project Documents, standards, regulations, codes, Master Utility Plans, and various specifications; assisting in updating entitlement documents;</p>	April 18, 2022	April 17, 2028	REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			coordinating shut-down's, relocations, and transitions of existing streets and utility systems; preparing and processing mapping applications, Conditions of Approval related to Tentative Maps, Public Improvement Agreements related to Final Maps, lot line adjustment, merger, Transfers map, and Final Map Applications; assisting in the review of Boundary Surveys, ALTA Surveys, Records of Survey; assisting in preparation of Public Improvement Agreements, Acquisition Agreements, encroachments, easement, and other map related services; reviewing Planned Infrastructure Systems and identifying issues and conflicts at land transfers; facilitating City Plan Review Process; coordinating infrastructure and mapping meetings; providing technical support on infrastructure design issues and analyzing schedule impacts; reviewing cost estimates for bonding or acquisition purposes; assisting in preparation of documents for acceptance and acquisition of completed improvements; assisting in bond reduction determinations; assisting in determination of completeness of infrastructure systems, and coordinating horizontal improvement changes resulting from vertical improvements. The Department intends to award four (4) contracts, each not to exceed \$2,000,000.			
49183 - 21/22	GENERAL SERVICES AGENCY - PUBLIC WORKS	\$9,000,000.00	General services to assist the City in administering a Job Order Contracting (JOC) system as provided for in San Francisco Administrative Code Section 6.62 for use in expediting the design and construction of small and/or urgent projects. Service provider will prepare specialized Unit Price Books (construction cost catalog) with regional adjustments to costs for competitive bidding, technical specifications, provide proprietary JOC management software, and training to City staff and contractors in the use of a job order contracting system.	March 1, 2022	March 1, 2028	REGULAR
49531 - 21/22	GENERAL SERVICES AGENCY - PUBLIC WORKS	\$8,000,000.00	Consultants will perform highly specialized geotechnical engineering tasks that include conducting geotechnical field explorations, investigations, and laboratory testing; supplemental testing such as seismic borehole logging, seismic refraction profiling, and corrosion testing and evaluation; preparing reports for new and existing building/bridge foundations; recommendations for designing foundation systems, excavation support and underpinning systems, retaining wall systems, embankments, and ground improvements such as grouting, deep soil mixing and dewatering; and other geotechnical/geological consultation related work. The maximum term will be 5 years each. The	April 18, 2022	December 31, 2028	REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			additional time in the PSC Duration is to allow for any delays in processing and awarding the contracts.			

TOTAL AMOUNT \$156,308,612

# POSTING FOR

April 18, 2022

## PROPOSED PERSONAL SERVICES CONTRACTS – Modifications

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
44548 - 16/17 - MODIFICATIONS	April 18, 2022	AIRPORT COMMISSION -- AIR	\$3,200,000	\$17,450,000	Contractor will be responsible for operation, management and administration of the Medical Clinic at the San Francisco International Airport (SFO). Medical clinic services including travel medicine, urgent care and occupational health services for San Francisco International Airport (SFO) passengers, visitors, Airport Commission (Airport) employees, and employees of SFO tenants.	07/01/2023	06/30/2025	REGULAR
46770 - 19/20 - MODIFICATIONS	April 18, 2022	HUMAN SERVICES -- DSS	\$0	\$198,000	Assist CalWORKs to complete the components of Cal-OAR (CalWORKs Outcome and Accountability Review), a State of California mandated project. Proposed works are as follow: (1) review of the current system and, (2) development of a system improvement plan.	01/12/2022	06/30/2024	REGULAR



PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
47899 - 19/20 - MODIFICATIONS	April 18, 2022	PUBLIC UTILITIES COMMISSION -- PUC	\$5,000,000	\$7,400,000	Electric testing and wiring of new electric medium voltage metal-clad switchgear to serve new public/private housing redevelopments at Potrero and Sunnydale Housing Projects, as well as new projects at Candlestick Point and other locations around San Francisco. This contract is for the acquisition of six medium voltage metal-clad switchgears with estimated testing and wiring costs of \$10,000 per switchgear or \$60,000 for the entire contract.	12/31/2022	12/30/2026	REGULAR

TOTAL AMOUNT \$8,200,000

**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: Repairs and Maintenance Services for Travel Trailers

Funding Source: General Fund

PSC Duration: 3 years

PSC Amount: \$500,000

**1. Description of Work**

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

Contractor shall provide repairs and maintenance services for 120 travel trailers, under Covid-19 Alternative Shelter Program, located at Site F. These trailers were acquired as a temporary housing options for the City's most vulnerable populations at the beginning of pandemic, Covid-19. The required maintenance and repairs are electrical and lights, heater and air conditioning, doors and locks, appliances such as refrigerator and microwave, leaks, etc. These services are to be performed twice per week, with 4 hours for each service day, for a total of 8 hours per week, plus on call for urgent issues.

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

The City is not prepared to ramp down the travel trailers under the shelter program until late 2023, or beyond, and these support services are essential and critical in keeping the trailers in operable conditions. Denial of these services would cause these trailers to fall into disrepair.

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, along with other services, are being performed under an emergency PSC #40286 – 20/21, see attachment.

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):

Immediately needed services to address unanticipated or transitional situations, or services needed to address emergency situations.

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

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

B. Explain the qualifying circumstances:

These services are needed to continue to maintain the 120 trailers purchased by the City to stem the spread of the continually evolving Covid-19 pandemic. These services are required on a temporary basis until the City ramps down the trailers.

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

A. Specify required skills and/or expertise: Ability to perform repairs and maintenance of site trailers, including electrical and lights, heater and air conditioning, doors and locks, appliances (refrigerators, microwaves), leaks, etc.

- B. Which, if any, civil service class(es) normally perform(s) this work? 7334, Stationary Engineer; 7347, Plumber; 7514, General Laborer;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, the contractor will provide equipment and tools needed to maintain and repair site trailers.

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

During the emergency, Disaster Service Workers (DSWs) were called to setup and operate the site. Due to the nature of the emergency and complexity of the travel trailers, these DSWs do not have the expertise/equipment to operate and maintain the trailers.

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

- A. Explain why civil service classes are not applicable.  
These services are required on a temporary basis.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. These services are required on a temporary basis.

**6. Additional Information**

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

**7. Union Notification:** On 02/19/2022, the Department notified the following employee organizations of this PSC/RFP request:  
Laborers, Local 261; Plumbers, Local 38; Stationary Engineers, Local 39

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

Name: Lynn Khaw Phone: 4155546296 Email: lynn.khaw@sfgov.org

Address: City Hall, Room 430 San Francisco, CA

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 44789 - 21/22

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 04/18/2022

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

## Khaw, Lynn (ADM)

---

**From:** dhr-psccordinator@sfgov.org on behalf of lynn.khaw@sfgov.org  
**Sent:** Saturday, February 19, 2022 7:26 PM  
**To:** Khaw, Lynn (ADM); seichenberger@local39.org; MRainsford@local39.org; grojo@local39.org; laborers261@gmail.com; Khaw, Lynn (ADM); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 44789 - 21/22

RECEIPT for Union Notification for PSC 44789 - 21/22 more than \$100k

The GENERAL SERVICES AGENCY - CITY ADMIN -- ADM has submitted a request for a Personal Services Contract (PSC) 44789 - 21/22 for \$500,000 for Initial Request services for the period 07/01/2022 – 06/30/2025. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/18002> 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

## Khaw, Lynn (ADM)

---

**From:** Khaw, Lynn (ADM)  
**Sent:** Saturday, February 19, 2022 8:09 PM  
**To:** 'jchiarenza@ualocal38.org'  
**Cc:** DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Proposed \$500,000 Personal Services Contract (PSC) #44789 21/22, Repairs and Maintenance Services for Travel Trailers  
**Attachments:** PSC #44789 21-22, Repairs & Maintenance Services for Travel Trailers.pdf; PSC #44789 21-22, Union Notifications.pdf

Dear John,

The Office of Contract Administration proposes a new PSC #44789 21/22 for repairs and maintenance services for travel trailers with a proposed amount of \$500,000 and three years duration.

City departments are required by the Department of Human Resources and the Civil Service Commission to notify employee organizations when requesting to contract for services that City employees could possibly perform. In this case, Class 7347, Plumber might perform some of these services. Your union, Teamsters Local 38, is not listed to be notified through the City's on-line system. Therefore, I am advising you via email. Typically, unions have 30 days to raise questions about a PSC.

Should you have any questions, please let me know at [lynn.khaw@sfgov.org](mailto:lynn.khaw@sfgov.org), or contact the Department of Human Resources, DHR-PSC coordinator at [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org).

Sincerely,  
Lynn

---

Lynn Khaw, CPPO, CPPB, C.P.M.  
Personal Services Contract Coordinator  
Office of Contract Administration  
City and County of San Francisco  
*Working remotely from 8:00 AM – 5:00 PM, Mon-Fri*  
(415) 554-6296 – *Calls will be forwarded to mobile phone*  
Email: [lynn.khaw@sfgov.org](mailto:lynn.khaw@sfgov.org)  
Webpage: <https://sfgov.org/oca/>



**\*If you signed up but are not receiving updates, please first check your spam folder before re-registering!**

# **Additional Attachment(s)**



PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: HUMAN SERVICES -- DSS

Dept. Code: DSS

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

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

Type of Service: COVID-19 Site Support Services

Funding Source: Local, State, Federal

PSC Amount: \$8,000,000

PSC Est. Start Date: 05/01/2020

PSC Est. End Date 06/30/2022

**1. Description of Work**

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

The City’s response to the Covid-19 pandemic includes establishing the Covid-19 Alternative Shelter program to provide emergency, temporary housing options for the City’s most vulnerable populations. To minimize the spread of COVID-19 for people to isolate, quarantine and/or shelter in place, the City acquired travel trailers to provide temporary housing for individuals in the Bayview-Hunters Point neighborhood who are vulnerable to the virus due to their housing situation not allowing them to socially-distance from others. Due to the nature of the site, we require supportive services to operate and maintain this site. These services include:

- Laundry and Linen Services
- Water and Waste Sewage
- Travel trailer maintenance and repairs.
- Portable Services for ADA restroom trailers
- Janitorial Services - COVID disinfecting

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

Congregate shelters were operating at a lower capacity due to COVID-19, and local hospitals do not have capacity to shelter those who do not require acute health treatment. The travel trailers were implemented soon after the emergency to help combat this problem. Supports Services were needed to help operate and maintain the complexity of these trailers. The consequences of denial would be to allow 120 unhoused San Franciscans to remain on the streets and hope that their being outside limits the spread of COVID-19 amongst the unhoused population.

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 are new services due to the nature of the emergency.

D. Will the contract(s) be renewed?

Once the public health emergency ends, these contracts will no longer be necessary

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):

- Immediately needed services to address unanticipated or transitional situations, or services needed to address emergency situations.

B. Explain the qualifying circumstances:

The COVID-19 pandemic required immediate action to protect the most vulnerable resident of San Francisco

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

- A. Specify required skills and/or expertise: Ability to maintain a site for travel trailers such as personal laundry, janitorial services, travel trailer repair and maintenance including water and sewer waste management.
- B. Which, if any, civil service class(es) normally perform(s) this work? 2706, Housekeeper/Food Service Clnr; 2708, Custodian; 2736, Porter; 2770, Senior Laundry Worker; 7334, Stationary Engineer; 7344, Carpenter; 7346, Painter; 7347, Plumber; 7381, Automotive Mechanic; 7392, Window Cleaner; 7393, Soft Floor Coverer; 7449, Sewer Service Worker; 7514, General Laborer;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, certain contractors will provide equipment related to operating and repairing the travel trailers

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

During the emergency, Disaster Service Workers(DSWs) were called into help setup and operate the site. Due to the nature of the emergency and the complexity of the travel trailers, these DSWs did not have the expertise/equipment to operate and maintain the trailers.

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

- A. Explain why civil service classes are not applicable.  
The need was immediate and temporary.
- 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 need was urgent and temporary.

**6. Additional Information**

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

**7. Union Notification:** On 04/07/2021, the Department notified the following employee organizations of this PSC/RFP request:  
Automotive Machinists, Local 1414; Carpenters, Local 22; Carpet, Linoleum & Soft Tile; Laborers, Local 261; Painters, Local 4; Plumbers, Local 38; SEIU 1021 Miscellaneous; Stationary Engineers, Local 39

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

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

Address: 1650 Mission Street Suite 500 San Francisco, CA

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 40286 - 20/21

DHR Analysis/Recommendation:

action date: 05/03/2021

Commission Approval Required

Approved by Civil Service Commission

05/03/2021 DHR Approved for 05/03/2021

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION -- AIR

Dept. Code: AIR

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

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

Type of Service: Operating Budget System, Support and Maintenance

Funding Source: Airport Capital and Operating Funds

PSC Amount: \$550,000

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 San Francisco International Airport ("Airport") requires specialized support/maintenance, and custom programming for the Airport's Operating Budget System (OBS). The OBS proprietary financial software system was implemented to develop the annual operating budget submittal and submit the request electronically to the Controller's and Mayor's Office.

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

The OBS is used by the Airport to develop the annual operating budget submittal for the Controller's and Mayor's Office. This service is needed to support and maintain the OBS. Denial may result in delays in development and processing operating budgets at the Airport.

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

This is a new request. The services were previously provided through a Technology Marketplace contract with ComputerLand of Silicon Valley.

D. Will the contract(s) be renewed?

Yes, if there continues to be a need for this service.

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

The five year term aligns with the contract duration.

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

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

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

B. Explain the qualifying circumstances:

This is a proprietary system that the Airport cannot support.

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

A. Specify required skills and/or expertise: The Contractor is required to possess programming knowledge of the proprietary OBS system. Required skills include software configuration, updates, technical support, and custom programming services.

B. Which, if any, civil service class(es) normally perform(s) this work? 1041, IS Engineer-Assistant; 1042, IS Engineer-Journey; 1043, IS Engineer-Senior; 1044, IS Engineer-Principal; 1824, Pr Administrative Analyst; 0941, Manager VI;

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

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

None at this time since the Airport doesn't have access to the proprietary software.

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

- A. Explain why civil service classes are not applicable.  
Civil Service classifications are not applicable because the services needed must include access to proprietary software.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, it would not be practical to adopt a new civil services class as the OBS is proprietary and is only maintained by the Contractor.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
Yes. The contractor will provide user training of the OBS to Airport staff, specifically classification 1824 on as needed basis approximately one to two hours per month.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

**7. Union Notification:** On 02/18/2022, 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: Cynthia Avakian Phone: 650-821-2014 Email: cynthia.avakian@flysfo.com

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 46611 - 21/22

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 04/18/2022

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

## Ricardo Valle (AIR)

---

**From:** dhr-psccordinator@sfgov.org on behalf of cynthia.avakian@flysfo.com  
**Sent:** Friday, February 18, 2022 4:02 PM  
**To:** Cynthia Avakian (AIR); 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; Ricardo Valle (AIR); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 46611 - 21/22

RECEIPT for Union Notification for PSC 46611 - 21/22 more than \$100k

The AIRPORT COMMISSION -- AIR has submitted a request for a Personal Services Contract (PSC) 46611 - 21/22 for \$550,000 for Initial Request services for the period 07/01/2022 – 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:

<https://gcc02.safelinks.protection.outlook.com/?url=http%3A%2F%2Fapps.sfgov.org%2Fdhrdrupal%2Fnode%2F17652&data=04%7C01%7Cricardo.e.valle%40flysfo.com%7C7acb5b2afb254800d26108d9f33b35db%7C22d5c2cfce3e443d9a7fdfcc0231f73f%7C0%7C0%7C637808257929370037%7CUnknown%7CTWFpbGZsb3d8eyJWljiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTil6Ikl1haWwiLCJXVCi6Mn0%3D%7C3000&reserved=0> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION -- AIR

Dept. Code: AIR

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

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

Type of Service: Cybersecurity Services

Funding Source: Airport Operating Finds

PSC Amount: \$6,500,000

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:

San Francisco International Airport ("SFO" or "Airport") has many transportation-related automated systems and networks used for information processing, control and communications that are critical to the safety and security of the Airport's mission. These systems must be adequately protected against evolving cybersecurity threats. The Airport requires the Contractor to optimize the Airport's information technology against the cybersecurity risks associated with the operation of these systems. This work is generally done through a Information Technology Security Operations Center ("IT SOC") to monitor and protect the Airport's Networks from unauthorized/unusual activity due to cyber attacks (malware, ransomware, e-mail phishing, etc.), thereby minimizing Airport's cybersecurity risk.

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

SFO requires 24 hour/365 days per year monitoring and review of potential cybersecurity incidences. Contractor's system provides real-time software application security. This service delivers continuous, runtime exploitation prevention that analyzes the systems and prevents and confirms exploitability. This functionality enables the service to continuously detect and protect against both known and unknown attacks while eliminating false positives that waste valuable time remediating. Denial of these services would place the Airport at great risk for cybersecurity events.

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 in the past through a Contractor via the City's Technology Marketplace contract with Central Computers.

D. Will the contract(s) be renewed?

Yes, if these services are needed in the future.

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

The term is to align with the resulting contract.

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

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

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

B. Explain the qualifying circumstances:

The City has expertise in cybersecurity, best practices are to have a IT SOC for 24 hour/365 day real-time monitoring of the Airport's perimeter firewalls and multiple network security zones which we currently don't have in the City.

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

A. Specify required skills and/or expertise: Contractor needs to provide cybersecurity technical specialization. Some of the cybersecurity credentials are: Certified Information System Security Professional, Certified Information Systems



Auditor, Certified Information Security Manager, Certified in Risk and Information System Control, Certified Forensic Analyst, Certified Incident Handler, Certified Network Forensics Analyst, and numerous other Global Information Assurance Certifications.

B. Which, if any, civil service class(es) normally perform(s) this work? 1043, IS Engineer-Senior; 1044, IS Engineer-Principal; 1070, IS Project Director; 0943, Manager VIII;

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?**

While the City has expertise in cybersecurity, best practices are to have a IT SOC for 24 hour/365 day real-time monitoring of the Airport's perimeter firewalls and multiple network security zones which we currently don't have in the City.

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

A. Explain why civil service classes are not applicable.

While the City has expertise in cybersecurity, we don't have the depth and breadth of firms that specialize in global cybersecurity threats with access to the latest exploitation trends that may be occurring worldwide to provide their clients with the strategic defense protection from these threats.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, since there are civil service classes but these classes do not have the specialized expertise in global cybersecurity threats that may be occurring worldwide.

**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 by the Contractor.

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

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

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

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

**7. Union Notification:** On 02/15/2022, 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: Cynthia Avakian Phone: 650-821-2014 Email: cynthia.avakian@flysfo.com

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 49808 - 21/22

DHR Analysis/Recommendation:  
Commission Approval Required  
DHR Approved for 04/18/2022

Civil Service Commission Action:

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



PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: CONTROLLER -- CON

Dept. Code: CON

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

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

Type of Service: Credit Liquidity Facilities

Funding Source: Proceeds from Debt Issuance

PSC Amount: \$20,000,000

PSC Est. Start Date: 03/21/2022

PSC Est. End Date 03/20/2031

**1. Description of Work**

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

The City has a need to set up reimbursement or revolving credit agreements with financial institutions to provide a credit or liquidity facility to the City utilized in the issuance of short term debt by the City to institutional investors via the City's Commercial Paper Program, variable rate demand bonds or other types of short-term debt at the lowest possible interest rates.

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

This service is necessary to ensure the City has the ability to issue lower interest short term debt in the municipal bond market. The City would potentially not have access to the short term municipal bond market without the credit ratings from the financial institution providing the credit or liquidity facility to the City, or the City would be subject to paying higher interest rates if it tried to issue short term debt without the assistance of credit and/or liquidity facility providers.

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 41036-14.15 Initial, Mod 1, Mod 2.

D. Will the contract(s) be renewed?

It is possible that the contract will be renewed depending on City's service needs to be determined at a later date.

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 Controller's Office requests that the PSC cover over 5 years since the contract will have options to renew depending on the department's service needs. The timeline is consistent with the issuance of debt anticipated with delivery of the City's 10-year Capital Plan through Fiscal Year 2031.

**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.

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

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

B. Explain the qualifying circumstances:

Only a financial institution with with the capital necessary to meet the City's financial needs can provide a credit or liquidity facility to the City. The City cannot provide itself with a credit or liquidity facility. City staff cannot act as a financial institution.

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

A. Specify required skills and/or expertise: This service must be provided a financial institution with the capital necessary to meet the City's financial needs. The financial institution must hold credit ratings from Nationally Recognized

Statistical Rating Organizations (NRSROs) which are either A or B (or both), as required by the City's Debt Policy: A. Long-term ratings from at least two NRSROs equal to or better than A2 / A / A or equivalent; B. Short-term ratings from at least two NRSROs equal to or better than P-1 / A-1 / F1.

B. Which, if any, civil service class(es) normally perform(s) this work? 0953, Dep Dir III;

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

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

Not applicable since civil service staff do not possess the appropriate state and federal registrations to act as a financial institution.

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

A. Explain why civil service classes are not applicable.

Civil service staff do not possess the appropriate state and federal registrations to act as a financial institution.

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, civil service staff do not possess the appropriate state and federal registrations to act as a financial institution.

**6. Additional Information**

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

No.

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

No. There is no need for the contractor to train employees, as only financial institutions with the capital necessary to meet the City's financial needs can perform this work.

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

No.

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

No.

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

Yes. Resolution 98-20

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:**

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

Address: City Hall, Room 306, 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 46581 - 21/22

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required  
DHR Approved for 04/18/2022

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



## Choi, Suzanne (HRD)

---

**From:** dhr-psccordinator@sfgov.org on behalf of joyce.kimotsuki@sfgov.org  
**Sent:** Friday, January 21, 2022 3:11 PM  
**To:** Kimotsuki, Joyce (CON); Laxamana, Junko (BOS); Criss@sfmea.com; camaguey@sfmea.com (contact); Christina@sfmea.com; staff@sfmea.com; Kimotsuki, Joyce (CON); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 46581 - 21/22

RECEIPT for Union Notification for PSC 46581 - 21/22 more than \$100k

The CONTROLLER -- CON has submitted a request for a Personal Services Contract (PSC) 46581 - 21/22 for \$20,000,000 for Initial Request services for the period 03/21/2022 – 03/20/2031. 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/17887> 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)**

FILE NO. 200089

RESOLUTION NO. 98-20

1 [Debt Policy - Controller's Office of Public Finance]

2  
3 **Resolution approving the Controller's Office of Public Finance Debt Policy in**  
4 **accordance with California Government Code, Section 8855; and determining other**  
5 **matters, in connection therewith.**  
6

7 WHEREAS, The Controller's Office of Public Finance ("Office of Public Finance")  
8 manages the issuance, sale and administration of the City's general fund and certain other  
9 special tax backed bonded indebtedness; and

10 WHEREAS, The Office of Public Finance has reviewed and updated a document  
11 entitled "Debt Policy of the City and County of San Francisco" ("Debt Policy") on file with the  
12 Clerk of the Board of Supervisor in File No. 200089 that sets forth the debt management  
13 policies and procedures of the City to effectively manage the debt issuance process and  
14 administer the City's outstanding Office of Public Finance managed indebtedness; and

15 WHEREAS, The Debt Policy is intended to establish debt policy objectives (e.g.  
16 maintaining moderate debt and debt service levels, maintain highest practical credit ratings,  
17 improve the quality of decision-making processes, provide guidelines for appropriate debt  
18 structures, establish processes and internal controls for the observance of debt issuance and  
19 debt administration legal requirements, and demonstrate a commitment to best practices in  
20 municipal debt planning, issuance and management); and

21 WHEREAS, The Government Finance Officers Association, a non-profit entity  
22 representing public bodies to develop and recommend standards and procedures for  
23 government financial management, recommends as a best practice the formal adoption of  
24 debt policies as a sound financial management practice to guide debt issuance and  
25

1 administration decision making; and

2 WHEREAS, Government Code Section 8855 requires, among other things, that local  
3 governments certify 30 days prior to the sale of any bonds that it has adopted debt policies in  
4 accordance with the requirements of Government Code Section 8855; and

5 WHEREAS, The Board of Supervisors has previously adopted resolutions approving  
6 the Office of Public Finance Debt Policy as modified from time to time, including Resolution  
7 250-17 adopted on June 13, 2017, signed by the Mayor on June 22, 2017 and Resolution 53-  
8 19 adopted on January 29, 2019, signed by the Mayor on February 8, 2019; and

9 WHEREAS, The Office of Public Finance has recently undertaken its periodic review of  
10 the Debt Policy to, among other things, refine certain of the City's disclosure practices, and  
11 make other clarifying changes; and

12 WHEREAS, The Board of Supervisors now desires to formally adopt the Debt Policy of  
13 the City; now, therefore, be it

14 RESOLVED, That the foregoing recitals are true and correct; and, be it

15 FURTHER RESOLVED, That the Office of Public Finance's Debt Policy is hereby  
16 approved; and, be it

17 FURTHER RESOLVED, That the Controller or the Director of the Office of Public  
18 Finance, in consultation with the City Attorney, is hereby authorized and directed to make  
19 such changes to the Debt Policy to take into account changes in law or regulatory guidance;  
20 provided that such changes shall be filed with the Clerk of the Board within 30 days of any  
21 such change with a brief memorandum explaining the nature of the change; and, be it

22 ///

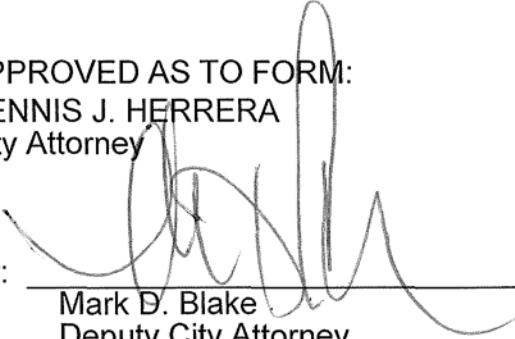
23 ///

24 ///

25 ///

1 FURTHER RESOLVED, That this Resolution shall take effect immediately upon its  
2 adoption.

3  
4 APPROVED AS TO FORM:  
5 DENNIS J. HERRERA  
6 City Attorney

7 By:   
8 Mark D. Blake  
9 Deputy City Attorney  
10 n:\financlas2020\1300182\01431268.docx



City and County of San Francisco  
Tails  
Resolution

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

File Number: 200089

Date Passed: March 03, 2020

Resolution approving the Controller's Office of Public Finance Debt Policy in accordance with California Government Code, Section 8855; and determining other matters in connection therewith, as defined herein.

February 12, 2020 Budget and Finance Committee - CONTINUED

February 26, 2020 Budget and Finance Committee - AMENDED, AN AMENDMENT OF THE WHOLE BEARING SAME TITLE

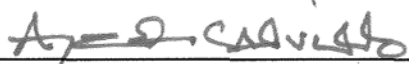
February 26, 2020 Budget and Finance Committee - RECOMMENDED AS AMENDED

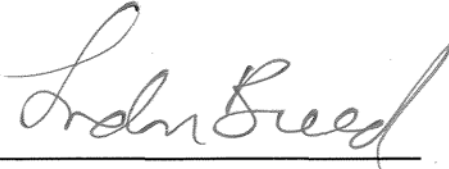
March 03, 2020 Board of Supervisors - ADOPTED

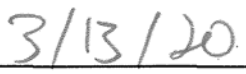
Ayes: 10 - Haney, Mandelman, Mar, Peskin, Preston, Ronen, Safai, Stefani, Walton and Yee  
Absent: 1 - Fewer

File No. 200089

I hereby certify that the foregoing Resolution was ADOPTED on 3/3/2020 by the Board of Supervisors of the City and County of San Francisco.

  
Angela Calvillo  
Clerk of the Board

  
London N. Breed  
Mayor

  
Date Approved

**Debt Policy of the City and County of San Francisco  
Controller’s Office of Public Finance**

*Last Update: February 2020*

---

**Table of Contents**

I.	Scope and Application .....	2
II.	Mission of the Office of Public Finance .....	3
IV.	Disclosure Policies and Procedures – Disclosure Practices Working Group .....	4
V.	Types and Purposes of Debt .....	4
VI.	Debt Approval Procedures .....	8
VII.	Debt Limitations .....	10
VIII.	Methods of Sale .....	12
IX.	Debt Structuring Practices .....	14
X.	Derivatives Policy .....	17
XI.	Permitted Investments .....	18
XII.	External Consultants .....	19
XIII.	Counterparty and Fiduciary Relationships .....	19
XIV.	Post Issuance Debt Administration and Secondary Market Disclosure .....	22
XV.	Post Issuance Arbitrage Rebate Tax Compliance .....	24

Appendix I - Municipal Finance Disclosure Policies and Procedures

Appendix II - Use of Proceeds Designated Bonds

## Table of Acronyms

AD	– Assessment District
BANs	– Bond Anticipation Notes
CAFR	– Comprehensive Annual Financial Report
CDIAC	– California Debt and Investment Advisory Commission
CFD	– Community Facilities District
CGOBOC	– Citizens’ General Obligation Bond Oversight Committee
COPs	– Certificates of Participation
CPC	– Capital Planning Committee/Program
DPWG	– Disclosure Practices Working Group
EMMA	– Electronic Municipal Marketplace Access
GANs	– Grant Anticipation Notes
GIC	– Guaranteed Investment Contract
GOs	– General Obligation Bonds
IAs	– Investment Agreements
IBA	– Independent Budget Analyst
IFD	– Infrastructure Financing District
LRBs	– Lease Revenue Bonds
MA	– Municipal Advisor
MOHCD	– Mayor’s Office of Housing and Community Development
MSRB	– Municipal Securities Rulemaking Board
NRSRO	– Nationally Recognized Statistical Rating Organization
OPF	– Controller’s Office of Public Finance
RFP/RFQ	– Request for Proposal/Request for Qualifications
SEC	– Securities Exchange Commission
SIFMA	– Securities Industry and Financial Markets Association
TIC	– True Interest Cost
TRANS	– Tax and Revenue Anticipation Notes

### I. Scope and Application

This Debt Policy (“Policy”) establishes policies and procedures for financings managed by the Controller’s Office of Public Finance (“OPF”) and the Finance Corporation of the City and County of San Francisco (“Finance Corporation”), and pertains to obligations payable from the General Fund of the City and County of San Francisco (“City”) and such other obligations that are managed by OPF. This Policy is intended to establish debt policy objectives, improve the quality of decision-making processes, support strong internal controls, establish appropriate debt structures and demonstrate a commitment to best practices in municipal debt planning, issuance and management.

This Policy is intended to guide OPF in the issuance and management of bonds and other obligations. This Policy does not apply to other departments or enterprises of the City, including the Airport Commission, the Mayor’s Office of Housing and Community Development, the Municipal Transportation Agency, the Port Commission, or the Public Utilities Commission.



**This Policy governs the issuance and management of all bonds and other forms of indebtedness of the City, together with any credit, liquidity or other security instruments and agreements that may be executed in connection with the issuance of bonds and other forms of indebtedness (“Bonds”). The Board of Supervisors may, in its sole discretion, approve Bonds that deviate from this Policy. Notwithstanding anything in this Policy to the contrary, the failure of the City to comply with any provision of this Policy shall not affect the authorization, validity or enforceability of any Bonds or other forms of indebtedness that are otherwise issued in accordance with law.**

This Policy, and any subsequent amendments thereto, will be filed with OPF and made accessible at the City’s website. Copies of this Policy will be distributed to the City Controller, the Treasurer, the Mayor’s Budget Director, the President of the Board of Supervisors, the Chair of the Budget and Finance Committee of the Board of Supervisors, the Clerk of the Board of Supervisors and the Budget and Legislative Analyst to the Board of Supervisors.

## **II. Mission of the Office of Public Finance**

The City utilizes long term debt issuances to finance capital assets with long useful lives and seeks to finance such assets at the lowest achievable financing costs. OPF’s mission is to plan, structure and manage debt financings on behalf of the City to support the City’s capital planning goals and objectives, including the acquisition and/or construction of capital projects and capital equipment that produce social and economic benefit to the City and its residents at a low cost of capital while managing market and credit risk with appropriate bond structures and internal controls.

### **Debt Management Objectives**

- Maintain efficient access to capital markets through prudent debt management policies and practices.
- Maintain moderate debt and debt service levels with effective long-term strategic planning and coordination with City departments.
- Finance significant capital projects or improvements through long-term debt financing and, if cost effective, alternate financing mechanisms such as public/private partnerships.
- Support strong internal controls implemented by the Controller.
- Structure long-term financings to minimize transaction specific risk and total debt portfolio risk to the City.
- Maintain the highest practical credit ratings to ensure efficient access to capital markets at the lowest prevailing interest rates.
- Maintain good investor relationships through the timely dissemination of material financial information.
- Provide support for independent bond oversight committees.

- Maintain user friendly and publicly accessible electronic portal for the timely dissemination of material information concerning the financial condition of the City.

### **III. Independent Citizen Oversight – General Obligation Bond Oversight Committee**

Pursuant to Proposition F (adopted by the voters on November 2, 2002, and codified under the Administrative Code Chapter 5, Article IV), the Citizens’ General Obligation Bond Oversight Committee ( “Committee”) provides oversight to ensure that general obligation bond proceeds are expended in accordance with the applicable ballot measure and/or authorizing legislation, and in addition, ensures that such proceeds are not used for City administrative salaries or other operating expenses. On November 4, 2003, the voters approved Proposition C, which authorized the Committee to serve as an independent Citizens Audit Review Board to advise the Controller/City Services Auditor regarding complaints of wrongdoing and waste received through the City’s whistleblower complaint programs. OPF will work closely with the Committee to ensure that the Committee receives timely reports as requested, and will adopt such policy recommendations, as the Committee shall make from time to time.

### **IV. Disclosure Policies and Procedures – Disclosure Practices Working Group**

OPF will ensure that written disclosure policies and procedures are adopted and implemented to ensure City compliance with its disclosure obligations under federal securities laws. The implementation of such policies and procedures is facilitated by a Disclosure Practices Working Group (“DPWG”), as further described in Appendix I. One or more Deputy City Attorney specializing in municipal finance transactions, together with the City’s outside disclosure counsel will serve as advisors to the DPWG. The DPWG will meet as frequently as necessary to discuss and review the City’s disclosure practices and policies. The City’s Disclosure Policies and Procedures are attached hereto as Appendix I, which should be read in conjunction with this Policy.

### **V. Types and Purposes of Debt**

#### **A. Long Term Debt**

Long term debt (debt with a term to maturity of greater than 5 years) will be issued to finance the acquisition, preservation, and/or construction of long-lived capital improvements (i.e. assets having a useful life greater than 5 years). Long-term debt financing shall not be used to fund operating costs or operating deficits of the City. The principal types of debt instruments used by OPF to finance long-term capital projects are general obligation bonds (“GOs”), lease revenue bonds (“LRBs”), certificates of participation (“COPs”), special tax bonds and capital leases. Such instruments may be refunded by the issuance of refunding obligations for economic savings and/or restructuring considerations.

1. General Obligation Bonds: GOs will be used to finance or refinance the acquisition, improvement, and/or construction of real property or real property improvements. Such facilities include but are not limited to libraries, hospitals, parks, public safety facilities, cultural, affordable housing, and educational facilities. GOs will be used to finance facilities or projects that benefit the public at large, or that achieve a particular public safety or social objective for City residents.
2. Lease Revenue Bonds: LRBs will be used to finance the acquisition, improvement, and/or construction of real property; the acquisition of capital equipment; and other capital projects that either (1) have an identified budgetary revenue stream for repayment (e.g. specified fees, tax receipts, etc.); (2) generate project revenue but rely on a broader pledge of General Fund revenues to reduce borrowing costs (e.g. parking garages); or (3) finance the acquisition and installation of equipment for the City's general governmental purposes.
3. Certificates of Participation: COPs will be used for the acquisition or improvement of existing facilities and/or construction of new facilities that result in immediate or future savings in lease payments currently made or to be made by the City's General Fund. For example, COPs may be used to provide funds to execute a lease purchase option for a facility whereby future savings accrue to the General Fund during the period for which the COPs and the lease would be outstanding. COPs also are appropriate for projects which will be matched with grant and other additional moneys, reduce operating costs to the City, address critical and urgent seismic and other public safety hazards for which no other sources are practically available, or provide for the delivery of services mandated by law.
4. Capital Leases: Capital equipment and personal property of a City department may be eligible for capital lease financing. Eligible equipment must have a per unit cost of at least \$100,000 unless it is an integral part of a system (such as a computer network) where the aggregate of the various components must total at least \$100,000. The useful life of the item must be in excess of three years and at least 120% of the financing and refinancing term.
5. Refunding Obligations: Refunding bonds will be issued typically to achieve debt service savings for the City, although other non-economic factors may support the issuance of such obligations. Pursuant to section Charter section 9.109 and section 43.8.4(b) of the City's Administrative Code, the Board of Supervisors will establish by resolution the minimum savings to be generated by the issuance of such refunding.

Absent any significant non-economic factors, it is the policy of the City that a refunding should produce minimum debt service savings of at least 3% of the par

value of the refunded bonds on a net present value basis, using the refunding issue's True Interest Cost ("TIC")<sup>1</sup> as the discount rate.

6. *Special Limited Obligations*: Special limited obligations are issued by the City, or by a joint powers authority on behalf of the City, to make proceeds available to finance the acquisition, construction, and/or improvement of capital assets and/or environmentally sustainable projects. The obligations represent special limited obligations of the City, or the joint powers authority.
  - i. Mello-Roos community facilities districts ("CFDs"), other special tax districts, and assessment districts ("ADs") (together "Land Secured Districts") provide methods to assist in the financing of public benefits, infrastructure and community facilities. The creation of Land Secured Districts may facilitate improvements to tangible or real property providing public benefits in connection with new development in the City.
  - ii. Infrastructure financing districts ("IFDs") may be formed for the purpose of financing public improvements to any real or other tangible property of localized significance. IFDs may be used where diversions of taxes from the general fund are offset by longer-term development benefits.

OPF will work with elected officials and policymakers to ensure that appropriate goals and policies are developed concerning the use of special limited obligations, including, but not limited to, the adoption of the City's *Local Goals & Policies for CFDs* and the *Guidelines for the Establishment and Use of Infrastructure Financing Districts*, as appropriate.

## **B. Short Term Debt**

Short-term debt (debt with a term to maturity of less than five years) may be issued to either 1) provide funds to finance operating fiscal year cash flow deficits; or 2) to acquire equipment and/or vehicles; or 3) to provide interim 'as needed' financing for long-lived capital projects, such short term obligations to be refunded by long-term debt financing described above.

1. *Tax and Revenue Anticipation Notes*: Tax and Revenue Anticipation Notes ("TRANS") may be used to fund operating cash flow deficits in a fiscal year. TRANS proceeds may be used and expended for any purpose, including current operating expenses, capital expenditure, repayment of indebtedness and investment and reinvestment. TRAN proceeds will be invested in accordance with federal tax law to minimize net interest costs.

---

<sup>1</sup> A measure of the interest cost of an issue that accounts for the time value of money. The TIC is the annual discount rate (yield) which, when used to discount all debt service payments to the date of issuance, results in the aggregate present value of such debt service payments being equal to the original purchase price of the issue.

2. Commercial Paper: The City may establish a commercial paper program (“Commercial Paper Program”) for the purpose of providing interim funds to finance the acquisition, construction, and rehabilitation of capital improvements and the financing of vehicles and equipment. The Commercial Paper Program will be utilized to provide interim financing for projects, subject to the conditions that the projects and interim project financing will have prior approval from CPC, the Board of Supervisors and Mayor.

The Director of Public Finance shall provide a written report to the Board of Supervisors twelve months following the initial issuance of commercial paper notes and annually thereafter through the final maturity of the last commercial paper note outstanding describing the notes issued since the date of the last report; summarizing average cost of funds, the status of projects currently financed with commercial paper; and identifying any long term obligation to refund commercial paper notes.

3. Bond or Grant Anticipation Notes: Pursuant to Chapter 43, Article XI of the City’s Administrative Code, the City may issue bond or grant anticipation notes (“BANs/GANs”) in anticipation of the issuance of general obligation bonds or other forms of indebtedness, or in anticipation of the receipt of grant funds. The BANs/GANs will have a final maturity within a period not to exceed five years of its issuance date, may be sold at a discount not to exceed 5%, and any renewal or refunding of BANs/GANs will be payable solely from the proceeds of the sale of bonds or receipt of grant funds, as appropriate.

### **C. Conduit Financings**

From time to time, the City issues bond on behalf of local non-profit entities to assist them with the construction and/or acquisition of capital improvements. Bonds are issued by the City, and the proceeds are made available to a non-City conduit borrower in furtherance of a public purpose. Financing proceeds may be loaned to the conduit borrower (e.g., a private school) pursuant to a loan agreement between the City and the conduit borrower. The conduit borrower is responsible for the repayment obligations. No funds of the City will be pledged to or made available for the repayment of any conduit bonds.

1. Affordable Housing Nonprofits: The Mayor’s Office of Housing and Community Development (“MOHCD”), on behalf of the City, will serve as a conduit issuer and administrator for affordable housing nonprofits given the City’s significant interest in maintaining affordable housing in the City. MOHCD will manage all affordable housing conduit issuances, as applicable, pursuant to its own policies.
2. Other Private Parties Conduit Financings: The City will not generally serve as a conduit issuer for private parties given the lack of resources, lack of authority to

oversee such transactions, and availability to private parties of State and other conduit issuers.

#### **D. Other Obligations**

There may be special circumstances when other forms of financing are appropriately utilized by the City. OPF will evaluate such proposed transactions on a case-by-case basis. Such other forms include, but are not limited to, pension obligation bonds, Teeter (Property Tax) financings, long-term concession agreements, non-enterprise revenue bonds, and judgment or settlement obligation bonds.

### **VI. Debt Approval Procedures**

#### **A. Approval by Capital Planning Committee**

Pursuant to the City's Administrative Code, Section 3.20 et. seq., all long-term financings for proposed capital improvements shall be reviewed and approved by the City's Capital Planning Committee ("CPC") prior to being presented to the Board for approval. For purposes of this paragraph, the term "long-term financing" means any financing that creates a repayment obligation beyond one fiscal year.

The CPC consists of the City Administrator as chair, the President of the Board, the Mayor's Budget Director, the Controller, the City Planning Director, the Director of Public Works, the Airport Director, the Executive Director of the Municipal Transportation Agency, the General Manager of the Public Utilities System, the General Manager of the Recreation and Parks Department, and the Executive Director of the Port of San Francisco. Proposed long-term financings are subject to the following:

1. *Board of Supervisors*: The Board of Supervisors shall not place on the ballot or authorize the issuance of any long-term financing until the CPC completes its review of the proposed project and project financing and submits its recommendation to the Board of Supervisors.
2. *Form of Proposal*: Each proposal shall be in form and substance satisfactory to the CPC and shall be accompanied by descriptive financial, architectural, and/or engineering data, and all other pertinent material in sufficiently complete detail to permit the CPC to review all aspects of the proposal.
3. *Capital Expenditure Plan*: The CPC shall submit a written report to the Mayor and the Board of Supervisors analyzing the feasibility, cost, and priority of each proposal relative to the City's capital expenditure plan.

## **B. Approval by the Board of Supervisors**

All long-term financing transactions shall be adopted by ordinance or resolution (as appropriate) of the Board of Supervisors and approved by the Mayor. Bonds with prior approval for issuance by the voters will not be issued until the plan of finance has been reviewed by CPC, and approved by the Board of Supervisors.

1. General Obligation Bonds: Pursuant to the State Constitution, the California Government Code and the City's Administrative Code, the Board of Supervisors shall hold a minimum of two public hearings prior to placing a GO bond measure on the ballot. In accordance with the State constitution, GOs must be approved by 2/3rds vote of the City electorate voting on the measure. Prior to any issuance of any new money, refunding general obligation bonds, or general obligation BANs, the Board of Supervisors shall approve by majority vote, a resolution authorizing such issuance.
2. Lease Revenue Bonds: The Board of Supervisors shall hold a minimum of one public hearing to place a LRB measure on the ballot. In accordance with Section 9.017 of the City Charter, LRBs must be approved by majority vote. Subsequent to successful passage and prior to any issuance of new money, refunding lease revenue bonds, or commercial paper notes refinanced with lease revenue bonds, the Board of Supervisors shall approve by majority vote, a resolution authorizing such issuance.
3. Certificates of Participation: In accordance with Article IX of the City Charter, COPs may consist of lease financing agreements between the City and a for-profit lessor. All issuances of COPs shall be authorized by resolution or ordinance of the Board of Supervisors by majority vote and then, if necessary, validated as described in Section C below. COPs are not required to be approved by the electorate.
4. Capital Leases: Pursuant to Section 9.118 of the City Charter, all capital leases financing capital equipment with a term exceeding 10 years and requiring anticipated expenditures by the City exceeding \$10,000,000 shall be authorized by resolution of the Board of Supervisors by majority vote.
5. Refunding Obligations: Pursuant to Section 9.109 of the Charter, the Board of Supervisors is authorized to provide for the issuance of Bonds for the purpose of refunding any GO bond, lease revenue bond or COPs. No voter approval is required for the authorization, issuance and sale of refunding obligations which result in net present value savings to the City, as provided by Ordinance.
6. Special Limited Obligations: All issuances of special limited obligations shall be authorized by resolution of the Board of Supervisors by majority vote and then, if necessary, validated as described in Section C below. Mello-Roos debt requires

a two-thirds approval while assessment debt is subject to Proposition 218's "simple majority" approval provisions.

OPF will work with the Board's Independent Budget Analyst ("IBA") in its preparation of analysis of any proposed financing. OPF will promptly provide information to the IBA as it may request to complete its analysis. OPF will adopt such recommendations of the Independent Budget Analyst as approved by the Board of Supervisors.

### **C. Validation**

Upon the advice of the City Attorney (in consultation with bond counsel), OPF may seek a judicial validation of a financing as provided under Section 860 of the Civil Code. Validation may be required because of the novelty of the financing or because of ambiguity surrounding the legal basis of the law authorizing the bonds. Validation proceedings will be adjudicated in the San Francisco Superior Court, and if unchallenged take approximately 120 to 150 days.

1. A validation action is a procedure under California law (Civil Code 860 *et seq.*) which allows an issuer to have the legality of a bond financing approved, including any issue regarding constitutionality of the bond issue, and accelerates any statute of limitations. Notice of the lawsuit is given by publication in the newspaper and by posting public notices. If no interested person comes forward and challenges the financing, a default judgment is given, binding all parties who may desire to challenge the financing. Once the court issues a judgment, and the 30-day appeal period expires, the financing cannot later be challenged in court.
2. No offering statement related to any financing subject to validation will be circulated prior to the conclusion of the 30-day appeal period.

### **VII. Debt Limitations**

The Director of Public Finance shall determine whether proposed debt transactions comply with the debt limitations prescribed by the Policy. Proposed debt transactions that meet the limitations of the Policy will be subject to approval by resolution or ordinance of the Board of Supervisors and by the Mayor in accordance with State law, the City Charter and the City Administrative Code.

In the event the Director of Public Finance and the Controller determine any proposed debt transaction exceeds limits established hereunder, the Board of Supervisors may approve such transaction, subject to limits established by the City Charter. The Director of Public Finance shall indicate prominently to the Board of Supervisors that such transactions exceeds the limits established by the Policy, and provide a rationale for waiving such limits.



## **A. General Obligation Bonds**

Pursuant to Section 9.106 of the City Charter, outstanding general obligation bonded indebtedness shall not exceed three percent (3%) of the assessed valuation of taxable property within the boundaries of the City.

1. *Forward Debt Capacity*: OPF will maintain a 10-year forward debt capacity schedule that incorporates assumptions of growth in assessed valuation and reasonable estimates of new debt issuance and retirement. Such schedule shall be available to any interested parties in connection with the review of any GO bond measure or issuance of new GO bonds.

*Bond Accountability Reports*: Pursuant to Administrative Code Chapter 2 Article VIII (Section 2.70 *et seq.*), each department requesting sale of a series of voter-approved GO bonds shall file a Bond Accountability Report 60 days *prior to* the approval by the Board of Supervisors of the sale of the bonds, and within sixty (60) days after the date of all such appropriated bond proceeds have been expended. The Report shall detail original and current budget expenditure information for each project line item identified in any previous report. The Bond Accountability Report shall be filed with the Clerk of the Board of Supervisors, City Controller, City Treasurer, Director of the Office of Public Finance, Budget and Legislative Analyst of the Board of Supervisors with a copy to the Chair of the Citizens' General Obligation Bond Oversight Committee. The obligation to file such report is the responsibility of the requesting department. The Board of Supervisors may waive the 60-day deadline for a bond accountability report by resolution.

## **B. Certificates of Participation and Other Long Term Obligations**

It is the policy of the City to identify specific revenue sources within the General Fund (e.g. transient occupancy taxes, tobacco settlement receipts, etc.) as internal repayment sources for COPs, and to ensure prudent repayment schedules are placed on the General Fund.

It is the policy of the City to maintain the percentage of the General Fund spent on General Fund secured debt service at or below 3.25% of General Fund discretionary revenues. Stated differently, if the 3.25% limitation is reached, then COPs and other lease financing debt will only be used as funding sources for capital projects when existing debt is retired and/or the City's aggregate General Fund discretionary revenues grow.

## **C. Capital Equipment**

It is the policy of the City that the outstanding aggregate principal amount of lease revenue bonds financing capital equipment may not exceed \$20.0 million, such amount increasing by five percent each fiscal year starting fiscal year 1991. OPF will monitor lease revenue bonds outstanding financing capital equipment to ensure sufficient borrowing capacity.

## VIII. Methods of Sale

There are three principal methods for the initial sale of Bonds: (i) competitive, (ii) negotiated, and (iii) private placement. The City shall utilize the method of sale that (a) is reasonably expected to produce the most advantageous debt service cost with respect to the Bonds, and (b) provides the City with the flexibility necessary or desirable in connection with the structuring, timing or terms of such sale.

Except as provided in Section B, the City's GO and general fund debt will typically be issued by competitive sale in accordance with the City's competitive bid policies. It is usually not feasible to issue bonds through a competitive sale for certain types of financings, such as variable rate debt, non-traditional structures, commercial paper and specialized financings like Mello-Roos.

The underwriter or underwriters for a negotiated sale of Bonds (the "Underwriters") shall be selected from a pre-qualified pool of underwriters which will be established via a competitive process.

### A. Competitive Sale

The City may take bids in person or by electronic means. The timeliness of bids submitted in person will be determined by the Director of Public Finance, in consultation with the City Attorney.

1. *Marketing*: Bond sales will be advertised broadly, including advertising in an industry newspaper. The municipal advisor(s) for each transaction shall undertake to market the bonds to prospective bidders and investors as appropriate and in accordance with law.
2. *Amendments*: Terms of the bonds shall be amendable as late as possible and at least until 1:00 p.m. Pacific Time the day prior to the day bids are to be received.
3. *Cancellation*: Bond sales will be cancelable at any time prior to the time bids are to be received.
4. *Award*: The Bonds shall be awarded to the bidder whose conforming bid represents the lowest true interest cost to the City ("TIC"). The City may then restructure the bonds in accordance with the Official Notice of Sale.
  - i. the City, in its sole discretion, shall reserve the right to reject all bids or waive bid irregularities.
  - ii. the Controller or his/her designee shall make the award of general obligation bonds.

- iii. an officer of the Finance Corporation of the City and County of San Francisco or his/her designee shall award lease revenue bonds issued by the Finance Corporation.
  - iv. the Controller or his/her designee shall make the award of certificates of participation.
5. *Premium:* For each bond sale, OPF will establish maximum levels of premium that may be bid by prospective bidders, in consultation with the City’s municipal advisor and bond counsel. Any premium received may be used, in accordance with legal requirements, for the construction or acquisition of the proposed project, or to pay for capitalized interest on the bonds, as determined by the Director of Public Finance.

**B. Negotiated Sale**

The Director of Public Finance, in consultation with the Controller and the City’s municipal advisor(s), may determine to issue new money and refunding Bonds on a *negotiated basis* if one of more of the following factors is present:

- 1. There is significant deterioration in the City’s overall credit rating or outlook,
- 2. There are market or other disruptions that are outside of the City’s control, including new or proposed changes in taxation or sector risks, and
- 3. The transaction consists of (a) variable rate debt or commercial paper, (b) a non-traditional debt structure (e.g. forward delivery bonds, long-dated maturities or special call features), (c) a complex refunding, or (d) a public/private partnership.

All variable rate bonds, which may include variable rate demand notes, commercial paper, etc., are expected to be issued on a negotiated basis. The City shall retain a minimum of two broker/dealers or remarketing agents for each issuance of variable rate indebtedness exceeding \$100 million. The broker/dealers or remarketing agents shall be retained for a period co-terminus with the final maturity of any variable rate bonds provided that the City may replace a broker/dealer or remarketing agent with notice at any time for any reason in its sole discretion.

**C. Private Placement**

Any City obligations that lack an active and liquid secondary market, and / or have complex or unusual credit characteristics may be issued through a private placement pursuant to a bond purchase contract and placed with an “accredited investor” (as defined in Rule 501(a) of Regulation D under the Securities Act of 1933), subject to the Director of Public Finance finding, in consultation with the City’s municipal advisor, that such a sale method would will result in a lower overall cost than would be achieved by selling bonds at a public sale.

## IX. Debt Structuring Practices

### A. Standard Terms

The following terms shall be applied to the City's transactions as appropriate. Individual terms may change as dictated by the marketplace of the unique qualities of the transaction.

#### 1. General Obligation Bonds:

- |       |                          |  |
|-------|--------------------------|--|
| i.    | Term                     | Typically 20 to 30 years but up to 40 years may be considered;   |
| ii.   | Maximum Interest Rate    | Not-to-exceed 12%;   |
| iii.  | Maximum Premium          | Case by case determination;  |
| iv.   | Maximum Discount         | Not less than par, unless market conditions dictate otherwise;   |
| v.    | Payment Dates – Fixed    | June 15 (principal redemption and interest) and December 15 (interest only); the first payment may be extended by up to 18 months to ensure that a payment is not placed on the tax roll until after the bonds are issues; |
| vi.   | Coupons                  | Fixed or variable;   |
| vii.  | Call Provisions          | All debt will be callable at the earliest possible optional call date consistent with optimal pricing;   |
| viii. | Structure of Debt        | Level debt service; or structured to meet debt capacity constraints;   |
| ix.   | Project Fund             | Gross funded;  |
| x.    | Debt Service Reserve     | None; unless market conditions dictate otherwise;  |
| xi.   | Capitalized Interest     | Case by case determination;  |
| xii.  | Reimbursement Resolution | Maximize capitalization of all appropriate costs into the cost of the asset; will adopt as appropriated; and   |
| xiii. | Budgeting Debt Service   | Debt service shall be included in the tax levy as needed to repay the bonds.   |

*[Remainder of Page Intentionally Left Blank.]*

*2. Lease Revenue Bonds/Certificates of Participation:*

- |       |                          |  |
|-------|--------------------------|--|
| i.    | Term                     | Typically 20 to 30 years but up to 35 years depending on cash flow assumptions, construction timeline, and remaining useful life of the asset being financed;  |
| ii.   | Maximum Interest Rate    | Not-to-exceed 12%;   |
| iii.  | Maximum Premium          | Case by case, as recommended by MA;  |
| iv.   | Maximum Discount         | Case by case, as recommended by MA;  |
| v.    | Payment Dates – Fixed    | March /April 1 and September/October 1; equipment lease revenue bonds pay principal in both April and October; subject to change with revenues;  |
| vi.   | Coupons                  | Fixed or variable;   |
| vii.  | Call Provisions          | All debt will be callable at the earliest possible optional call date consistent with optimal pricing;   |
| viii. | Structure of Debt        | Level debt service, unless otherwise dictated by revenues or underlying remaining useful life;   |
| ix.   | Debt Service Reserve     | Lesser of 10% of principal amount, 125% average annual debt service or 100% maximum annual debt service. Surety policies or letters of credit may be used in lieu of cash funded debt service reserve. Prior to issuance of any bonds the Controller or Director of the Office of Public Finance may recommend a lower debt service reserve requirement, provided it is economic to do so; |
| x.    | Capitalized Interest     | Sized through substantial completion plus a minimum of six months unless other assets are available; liquidated damages of construction contract should include amount of daily debt service;  |
| xi.   | Net Funding              | The project and capitalized interest funds may be net funded if investments are secured upon issuance of bonds;  |
| xii.  | Reimbursement Resolution | Maximize capitalization of all appropriate costs into the cost of the asset; will adopt as appropriated; and   |
| xiii. | Budgeting Debt Service   | Budget shall typically be for <u>gross</u> debt service.   |

3. Variable Rate Bonds: The City may elect to issue any bonds as variable rate bonds, which bonds may bear interest at daily, weekly, monthly, semi-annual or commercial paper segment rates.

- i. Purpose Reduce net borrowing costs; match of assets and liabilities;
- ii. Max. Portfolio Allocation No more than 25% of the City’s outstanding debt portfolio shall be unhedged, variable rate short-term paper;
- iii. Term Consistent with policies for underlying debt types;
- iv. Maximum Interest Rate Not-to-exceed 12%;
- v. Monitoring OPF shall monitor all variable rate bonds on a monthly basis and shall determine, from time to time, whether to change modes, alter hedging strategies and/or replace a broker-dealer or remarketing agent;
- vi. Budgeting OPF will recommend annually budgeted debt service on any variable rate bonds, taking into account ongoing fees, historic interest rates, the effect of risk mitigation products, and the availability of fund balances carried forward from previous years’ savings. To protect against volatile interest rates, a cushion will be accounted for in the budgeted amount;
- vii. Remarketing Provisions OPF shall endeavor to include a provision that requires the remarketing agent(s), in the event of a failed remarketing, to purchase the City’s bonds, at prevailing interest rates, for up to 30 days; the purpose of such provision is to allow the City ample time to convert illiquid bonds to an alternative, marketable mode before incurring liquidity rates, if market conditions allow;
- viii. Call/Conversion Provisions On any date without penalty; no more than 10 days’ notice;
- ix. Credit Facility A credit facility shall be obtained, either externally or internally, for all short-term indebtedness containing a put feature and may be considered as an alternative to short-term borrowing options. Credit facility providers shall maintain short-term

- x. Disclosure
  - ratings from at least two nationally recognized statistical rating organizations (“NRSRO”) equal to equivalent to or better than P-1/A-1/F1, and long-term ratings from at least two NRSRO equal to or better than A2/A/A;
  - If required by law, the City will provide continuing disclosure in accordance with its customary practices for any short-term debt with a final, stated maturity exceeding 3 years; and
- xi. Mode
  - All bonds issued as variable rate bonds shall be issued as “multi-modal” bonds.

**B. Capitalized Interest Policy.** The City will consider capitalizing interest during the construction period of a revenue producing asset, or alternatively for lease-lease back transactions, interest will be capitalized until the City has beneficial use and enjoyment of the asset.

**C. Call Option Policy.** For each transaction the Director of Public Finance will evaluate the appropriateness of call options. A call option gives the City the right to prepay or retire debt prior to its stated maturity. In the case of high interest debt, or debt with onerous covenants outdated provisions, the City may be able to achieve interest rate cost savings or otherwise obtain more advantageous bonding terms. Because investors would face reinvestment risk if called early, investors may seek an early call premium. Accordingly, for each transaction the Director of Public Finance will evaluate the cost of call options based on the cost of the option and market conditions, among other factors.

**D. Debt Service Reserve Policy.** The City does not establish a debt service reserve for general obligation bonds. For all other obligations, the City will determine the level of the debt service reserve in accordance with federal tax law, and other market conditions. Reserve funds are typically sized to equal the lesser of 10% of principal amount, 125% average annual debt service or 100% maximum annual debt service, although the City may seek to establish a lower funding amount, provided it is economic to do so.

## **X. Derivatives Policy**

Properly used, interest rate swaps, and related financial instruments such as swap options, can be beneficial interest rate management tools that can assist the City as part of its overall debt and investment management program. Interest rate swaps are appropriate for use when they are designed to achieve specific financial objective(s) consistent with the City’s overall financial policy and strategy. However, these products also carry with them certain risks not faced in standard debt instruments which are often difficult to quantify. If there is a compelling risk management reason to utilize derivative products, OPF will review a proposed transaction and, where appropriate, provide analysis and recommend approval by

the Board of Supervisors. Prior to making such recommendation, OPF will submit to the Board for discussion a Derivatives Policy designed to ensure that adequate internal controls are in place to manage such instruments.

## **XI. Permitted Investments**

All investments of bond proceeds and debt service reserve funds shall adhere to the Treasurer’s Investment Policy overseen by the County Treasury Oversight Committee. With the exception of Investment Agreements, investments shall not allow security types or credit standards less than those of the Treasurer’s Investment Policy. Investment agreements shall be selected as provided in subsection below.

### 1. Investment Agreements (“IAs”):

- |      |                            |  |
|------|----------------------------|--|
| i.   | Purpose                    | a) maximize interest earnings, within the parameters permitted by law, thereby reducing net borrowing cost, b) match of assets and liabilities, and/or c) hedging; |
| ii.  | Counterparty               | Minimum rating of the second highest ranking from at least one major NRSRO;  |
| iii. | Mandatory Termination      | Limited to credit-related events and default;  |
| iv.  | Cure Provisions            | Timelines on City’s obligations to cure must provide for appropriate legislative action;   |
| v.   | City’s Priority of Payment | Termination Payments - subordinate to related debt payments;   |
| vi.  | Procurement/Award          | Award based on best bid as defined in bid form after limited negotiation of terms; and   |
| vii. | Term                       | Not in excess of the term of the bonds.  |

*[Remainder of Page Intentionally Left Blank.]*



## **XII. External Consultants**

1. *Bond, Tax and Disclosure Counsel*: The City Attorney's Office shall select bond, tax and /or disclosure counsel for each transaction. The City Attorney's Office will periodically discuss the performance of Bond Counsel, Tax or Disclosure Counsel with OPF in terms of cost, quality and timeliness of legal services.
2. *Municipal Advisors*: OPF may determine to utilize the services of independent municipal advisor(s) and feasibility consultant(s) ("MA") on debt financing when prudent. OPF shall utilize a request for qualifications ("RFQ") and/or request for proposals ("RFP") selected pool of such municipal advisors to mitigate time constraints and reduce overhead costs of the City in procuring such services. Services shall be documented by contract and compensation shall be capped. All municipal advisors shall be registered with the Municipal Securities Rulemaking Board ("MSRB") as well as the Securities and Exchange Commission ("SEC"). No municipal advisor shall also serve as an underwriter on a given transaction. OPF will select a specific firm(s) to serve as the City's Independent Registered Municipal Advisor ("IRMA"), as defined by the SEC. In order to facilitate open communication with underwriters, the City will prepare and post on its website a letter stating that the City has an IRMA. Before acting on any proposal received from underwriters in the City's pool, the City may provide the proposal to the IRMA and consider all feedback received from the IRMA.
3. *Rebate Consultant*: Rebate consultant shall be selected from an established pool through an RFQ process. All rebate consulting contracts for tax-exempt long-term obligations will be for a set term with optional 1-year extensions. Rebate analyses will be performed annually at fiscal year-end by the rebate consultant and on every fifth anniversary of the bond issue until proceeds are fully expended.
4. *Secondary Market Dissemination Agents*: OPF will serve as dissemination agent for the City's secondary market obligations. OPF will evaluate from time to time the cost effectiveness of the use of outside consultants to serve as dissemination agent for the City's secondary market disclosure obligations and may appoint such outside consultant as dissemination agent.
5. *Fiscal & Tax Consultant*: For Land Secured District financings, OPF may select a consultant to provide services in connection with formation of tax districts; annexation of property into special tax districts; issuance of special tax bonds; ongoing administration of the special tax district, including calculations and preparation of the levy and tracking of tax collection; and other related tasks.

## **XIII. Counterparty and Fiduciary Relationships**

1. *Broker-Dealers and Remarketing Agents*: For all variable rate bonds, OPF shall select by RFP broker-dealers or remarketing agents for each transaction and

monitor performance on a monthly basis. The City may replace a remarketing agent or broker-dealer with notice at any time.

2. Investment Agreement Counterparties: Selected by RFP in accordance with relevant bond documents and the Treasurer's Investment Policy.
  - a. *Collateralized Guaranteed Investment Contracts (GICs)/Full Flex Repurchase Agreements*: Investment of funds in GICs is permitted, as per Section 5922 of the Government Code, when collateralized by U.S. Government guaranteed and direct obligation securities. Collateral must be held by a third party institution, and must be marked to market on a weekly basis to a minimum of the value of the outstanding balance of the contract. The maximum maturity date on a GIC is limited to the final maturity date of the bonds being issued.
  - b. *Uncollateralized Guaranteed Investment Contracts (GICs)*: Investment of funds in GICs which are not initially collateralized is permitted, as per Section 5922 of the Government Code, only if (a) the term of the GIC does not exceed three (3) years, (b) the counterparty to the GIC is rated in the highest long-term rating category by two Nationally Recognized Statistical Rating Organizations (NRSROs) or whose payment obligations under such GIC are insured or guaranteed by an entity the unsecured obligations of which are so rated), and (c) the GIC requires that it be collateralized as described above within ten (10) of the rating agency publication of a downgrade of the counterparty's rating below the highest long-term rating category by any NRSRO.
  - c. *Repurchase and Forward Delivery Agreements*: Bond proceeds may be invested in term repurchase agreements or forward-delivery agreements with primary dealers of the Federal Reserve Bank of New York rated "A" or better by any NRSRO with which the City has entered into a Master Repurchase Agreement. This MRA will be modeled after the Securities Industry and Financial Markets Association (SIFMA)'s MRA. All collateral used to secure this type of transaction is to be delivered to a third party prior to release of funds. The third party will have an account in the name of the City. The market value of securities used as collateral for repurchase agreements shall be monitored on a daily basis by the Treasurer and will not be permitted to fall below 102 percent of the value of the repurchase agreement. Collateral shall not include strips, zero-coupon instruments or instruments with maturities in excess of five years. The right of substitution will be granted, provided that permissible collateral is maintained. In order to conform with provisions of the Federal Bankruptcy Code which provides for the liquidation of securities held as collateral for repurchase agreements, the only securities acceptable as collateral shall be securities that are direct obligations of and guaranteed by the U.S. Government and Agency securities as permitted under this policy. The City will maintain a first

perfected security interest in the securities subject to the repurchase agreement and shall have a contractual right to liquidation of purchased securities upon the bankruptcy, insolvency or other default of the counterparty.

3. Credit Enhancement Providers:

- a. *Bond Insurance* – All or any portion of an issue of Bonds may be credit enhanced by bond insurance provided by municipal bond insurers (“Bond Insurers”) if it is economically advantageous to do so, or if it is otherwise deemed necessary or desirable in connection with a particular issue of Bonds. The relative cost or benefit of bond insurance may be determined by comparing the amount of the bond insurance premium to the present value of the estimated interest savings to be derived as a result of the insurance.

A surety bond, a form of insurance provided by Bond Insurers, can be purchased to meet the debt service reserve fund requirement on an issue of Bonds. Under this arrangement, instead of depositing Bond proceeds in the debt service reserve fund, the City buys a surety policy by paying a one-time premium equal to a percentage of the face amount of the policy. The City may use a surety policy in lieu of a debt service reserve fund when available and economically feasible.

- b. *Credit Facilities* – The issuance of certain types of Bonds may require a letter of credit or liquidity facility or a revolving line of credit for short-term borrowings may be considered from a qualified financial institution to provide liquidity and / or credit support (each a “Credit Facility”). A Credit Facility may be necessary for credit support on commercial paper and variable rate bonds with a tender option, , as an alternative to other short-term borrowing options, and Bonds that could not receive an investment grade credit rating in the absence of such Credit Facility.

The Director of Public Finance shall consider the likely remedial strategies in the event of a material decline in the Credit Facility provider’s credit quality.

The criteria for selection of a Credit Facility provider shall include the following:

- i. Long-term ratings from at least two NRSROs equal to or better than A2/A/A or equivalent;
- ii. Short-term ratings from at least two NRSROs equal to or better than P-1 / A-1 / F1;
- iii. Experience providing such facilities to state and local government issuers;

- iv. Fees, including without limitation initial and ongoing costs of the Credit Facility; draw, transfer, and related fees; counsel fees; termination fees and any trading differential; and
  - v. Willingness and ability to agree to the terms and conditions required by the City.
- c. *Selection* – Credit Facility providers will be selected by RFP issued by OPF or its agent and subject to negotiation of terms. To the extent necessary or desirable, and in accordance with City’s debt approval procedures, the Director of Public Finance may elect to extend the term of an existing Credit Facility on or before the expiration date. The decision to extend such Credit Facility shall be supported by a review of the Credit Facility market and available alternatives.
- d. *Replacement* – In the event that a Credit Facility provider experiences financial or other distress, such as a material credit rating downgrade below the thresholds detailed in this Section XIII., the Director of Public Finance, to the extent necessary or desirable, shall seek to replace the related provider subject to any required approvals by the Board of Supervisors. The Director of Public Finance shall take into consideration:
- i. The impact on the City’s own credit rating;
  - ii. The remaining value of the existing Credit Facility;
  - iii. The financial impact of any replacement; and
  - iv. Any other material financial or other consideration.
4. *Trustees*: The Trustee shall have a combined capital and surplus of at least \$50,000,000 and be subject to supervision or examination by federal or state authority.
5. *Underwriters*: OPF may determine to retain underwriters for negotiated and private placement bond transactions. OPF will utilize an RFP-selected pool of such underwriters advisors to mitigate time constraints and reduce overhead costs of the City in procuring such services. Services shall be documented by contract and compensation shall be capped. Underwriters may be required to execute confidentiality agreements with the City prior to the commencement of work.

#### **XIV. Post Issuance Debt Administration and Secondary Market Disclosure**

1. *Secondary Market Disclosure; Annual Report; Material Event Notices; Voluntary Event Disclosure*: OPF shall comply with all contractual obligations with respect to the provision of annual operating data and financial information in order to comply with federal securities disclosure laws. OPF will also strive to maintain good investor relations through the timely filing with the Electronic Municipal Marketplace Access (EMMA) of material financial information. The City will covenant to provide annual disclosure in accordance with SEC Rule

15c2-12. The City will also covenant to provide its annual disclosure report (the “Annual Report”) no later than 270 days following the end of the fiscal year, but the City will strive to issue the Annual Report as soon as practical following the issuance of the City’s Comprehensive Annual Financial Report (“CAFR”). The Annual Report shall include CUSIPs, trustee and City contacts, and applicable project status as required, for all transactions subject to annual reporting.

OPF will also timely file with EMMA:

- Event Notices: The City will, or cause its dissemination agent to, disseminate timely event notices with EMMA in accordance with the provisions of SEC Rule 15c2-12, as further described in Appendix I.
  - Voluntary Event Disclosure: The City shall, or cause its dissemination agent to, submit its 6-month Budget Report, 9-month Budget Report, and 5-year Financial Plan to EMMA or the Controller’s website as soon as practical.
2. OPF Website: OPF will maintain its website to include information on the 1) City’s GO ratings, 2) debt issuance statistics, 3) official statements when available, 4) notices for upcoming bond sales; and 5) other miscellaneous reports, notices, and disclosures required by law.
  3. State Reporting Requirements: The City will submit or cause to be submitted timely reports to the California Debt and Investment Advisory Commission (CDIAC) or California Controller’s Office pursuant to State law, including SB 1029 and AB 1666. These include submission of 1) Report of Proposed Issuance; 2) Report of Final Sale; and 3) any annual reports required for compliance with SB 1029, as well as any Mello-Roos district reports required by AB 1666. In accordance with SB 1029, OPF will work with the Controller’s office to ensure that appropriate internal controls have been adopted and implemented by the City.
  4. Insurance Certifications: The City (through its Risk Manager) will agree to provide annual insurance certification to the Trustee and Bond Insurer on lease revenue bonds and COP financings as and when required.
  5. Annual Budgetary Certifications: The City will agree to covenant to provide annual budgetary certifications to interested parties, if requested, no less than 60 days following the adoption of the City’s budget. Pursuant to the City Charter, the Board must adopt the annual budget by each July 31<sup>st</sup> and the Mayor must sign it 10 days thereafter.
  6. Ratings: OPF’s current practice is to secure underlying ratings on all newly issued obligations from at least two major nationally recognized statistical rating organizations, provided it is economical to do so. OPF may pursue additional

ratings as circumstances warrant. OPF will promptly provide financial information to such rating agencies in order to maintain the rating on the bonds.

7. Rating Agency Coordination; Annual Rating Agency Meeting: It is the policy of the City to maintain the highest practical credit ratings without compromising other City policy objectives. By maintaining the highest practical credit ratings, the City can issue debt at the lowest possible interest costs. The Director of Public Finance will be the point of contact with the rating agencies and will promptly provide financial and operating data to the rating agencies as requested. The Director of Public Finance will offer to meet with each rating agency which maintains a rating on the City's bonds at least annually.
8. Citywide Ratings Notification: OPF will promptly provide notice of any changes in City general fund ratings or outlook to the Mayor, the Mayor's Budget Director and Press Secretary, City Controller, City Treasurer, Chief Investment Officer, President of the Board of Supervisors, Chair of the Budget and Finance Committee of the Board of Supervisors, Budget Analyst to the Board of Supervisors and the DPWG. OPF will work with the City Attorney and Disclosure Counsel to ensure that material event notices regarding such rating action is timely filed with EMMA.
9. Training: OPF will work with the City Attorney's office to ensure that training is conducted for City officials and staff regarding the disclosure obligations of City officials in connection with the issuance of bonds. The purpose of the training is to ensure that City officials and staff are aware of their respective legal obligations under the federal securities laws in connection with the issuance of bonds. City officials or employees will be required to attend disclosure training sessions as provided in the City's Disclosure Controls and Procedures attached hereto as Appendix I.
10. Relationship with Other City Entities: The Director of Public Finance will maintain communications with the City's related issuers of long-term obligations, including through periodic meetings, conference calls and status reports, and may consult with such issuers regarding the proposed issuance of Bonds, the use of derivatives, credit and rating strategies, and other related matters.
11. Bi-Annual Review of Policy: OPF will conduct a bi-annual review and evaluation of this Policy. As appropriate, OPF shall amend the Policy to be consistent with changes in the federal and state securities laws, pronouncements of the Securities and Exchange Commission and such other matters as the Director of Public Finance deems necessary or desirable, in consultation with the City Attorney (as necessary).

## **XV. Post Issuance Arbitrage Rebate Tax Compliance**

OPF will manage post issuance tax compliance matters relating to the obligations issued by the City. The person(s) who hold the following title(s) shall be responsible for monitoring ongoing tax compliance matters relating to the Bonds, including compliance with the arbitrage rebate requirements of Section 148 of the Code, as set forth in these Procedures, which are intended to satisfy Section 7.2.3.4.4 of the Internal Revenue Manual: Director of Public Finance of the City and County of San Francisco.

#### **A. External Advisors / Documentation**

The Director of Public Finance, to the extent necessary, will consult with the City Attorney, bond counsel and other legal counsel and advisors following issuance of the Bonds to ensure that all applicable post-issuance requirements in fact are met. Such consultation will include, without limitation, questions about future contracts with respect to the use of Bond-financed or refinanced assets.

The Director of Public Finance, will from time to time engage expert advisors (each a “Rebate Service Provider”) to assist in the calculation of arbitrage rebate payable in respect of the investment of Bond proceeds as required under the Code.

The Director of Public Finance will prepare (or cause to be prepared) regular, periodic statements regarding the investments and transactions involving Bond proceeds and such statements shall be delivered to the Rebate Service Provider if it so requests.

#### **B. Arbitrage Rebate and Yield**

In connection with Bonds subject to this Debt Policy, the Director of Public Finance shall be responsible for:

- engaging the services of a Rebate Service Provider and, prior to each rebate calculation date, causing the trustee or other account holder to deliver periodic statements concerning the investment of Bond proceeds to the Rebate Service Provider;
- providing to the Rebate Service Provider additional documents and information reasonably requested by the Rebate Service Provider;
- monitoring efforts of the Rebate Service Provider;
- assuring payment of required rebate amounts, if any, no later than 60 days after each 5-year anniversary of the issue date of the Bonds, and no later than 60 days after the last Bond of each issue is redeemed;
- during the construction period of each capital project financed in whole or in part by Bonds, monitoring the investment and expenditure of Bond proceeds and consult with the Rebate Service Provider to determine compliance with any applicable exceptions from the arbitrage rebate requirements during each 6-

month spending period up to 6 months, 18 months or 24 months, as applicable, following the issue date of the Bonds; and

- retaining copies of all arbitrage reports and account statements.

### **C. Use of Bond Proceeds and Bond-Financed or Refinanced Assets**

The Director of Public Finance, together with the Controller's Office and applicable City departments, shall be responsible for:

- monitoring the expenditure of Bond proceeds and the use of Bond-financed or refinanced assets (e.g., facilities, furnishings or equipment) throughout the term of the Bonds to ensure compliance with covenants and restrictions set forth in any tax agreement relating to the Bonds;
- maintaining records identifying the assets or portion of assets that are financed or refinanced with proceeds of each issue of Bonds, including a final allocation of Bond proceeds as described below under "Record Keeping Requirements";
- consulting with the City Attorney, bond counsel or other legal counsel and advisers in the review of any contracts or arrangements involving use of Bond-financed or refinanced assets to ensure compliance with all covenants and restrictions set forth in the Tax Agreement relating to the Bonds;
- maintaining records for any contracts or arrangements involving the use of Bond-financed or refinanced assets as described below under "Record Keeping Requirements";
- conferring at least annually with personnel responsible for Bond-financed or refinanced assets to identify and discussing any existing or planned use of Bond-financed or refinanced assets, to ensure that those uses are consistent with all covenants and restrictions set forth in the Tax Agreement relating to the Bonds; and
- to the extent that OPF, or any City department, discovers that any applicable tax restrictions regarding use of Bond proceeds and Bond-financed or refinanced assets will or may be violated, consult promptly with the City Attorney, bond counsel and other legal counsel and advisers to determine a course of action to remediate all nonqualified bonds, if such counsel advises that a remedial action is necessary.

### **D. Record Keeping**

The Director of Public Finance will keep and maintain the following documents for the term of each issue of Bonds (including refunding Bonds, if any) plus at least six years:



- a copy of the Bond closing transcript(s) and other relevant documentation delivered to the City at or in connection with closing of the issue of Bonds, including any elections made by the City in connection therewith;
- a copy of all material documents relating to capital expenditures financed or refinanced by Bond proceeds, including (without limitation) construction contracts, purchase orders, invoices, trustee requisitions and payment records, draw requests for Bond proceeds and evidence as to the amount and date for each draw down of Bond proceeds, as well as documents relating to costs paid or reimbursed with Bond proceeds and records identifying the assets or portion of assets that are financed or refinanced with Bond proceeds, including a final allocation of Bond proceeds;
- a copy of all contracts and arrangements involving the use of Bond-financed or refinanced assets; and
- a copy of all trustee statements, including record of investments, investment agreements, arbitrage reports and underlying documents in connection with any investment agreements, and copies of all bidding documents, if any.

*[Remainder of Page Intentionally Left Blank.]*

**APPENDIX I**  
**Municipal Finance Disclosure Policies and Procedures**

**TABLE OF CONTENTS**

ARTICLE I – General.....	I-1
Purpose.....	I-1
Disclosure Practices Working Group.....	I-1
Definitions.....	I-2
Meetings of the Disclosure Practices Working Group.....	I-3
ARTICLE II – Disclosure Documents.....	I-3
Disclosure Documents.....	I-3
ARTICLE III – Continuing Disclosure.....	I-3
Annual Reports.....	I-4
Significant Events.....	I-4
ARTICLE IV – Review Process.....	I-6
Review of Form and Content of Disclosure Documents.....	I-6
Review of Other Types of Disclosure Documents.....	I-8
ARTICLE V – Training Policy.....	I-9
Training Sessions.....	I-9
ARTICLE VI – Document Retention Policies.....	I-10
Official Statements.....	I-10
Disclosure Documents other than Official Statements.....	I-10
ARTICLE VII – Confidential Submissions.....	I-11
Whistle Blower Complaints Program.....	I-11
ARTICLE VIII – Miscellaneous.....	I-11
Bi-Annual Review.....	I-11
Suspension of Requirements by Disclosure Practices Working Group.....	I-11
Periodic Review and Update of Investor Relations Website.....	I-11

Article I  
*General*

Section 1.1. Purpose. The purpose of the City and County of San Francisco Disclosure Policies and Procedures (these “Procedures”) is to establish processes and controls (i) so that the financial disclosures that the City and County of San Francisco (the “City”) makes are accurate and comply with all applicable federal and state securities laws, and (ii) to promote best practices regarding disclosures relating to bonds, certificates of participation, or other financial obligations of the City (“Obligations”).

These Procedures apply to Obligations issued under the supervision of the City’s Office of Public Finance (“OPF”). These Procedures do not apply to obligations issued by other departments or enterprises of the City, including the Airport Commission, the Mayor’s Office of Housing and Community Development, the Municipal Transportation Agency, the Port Commission, or the Public Utilities Commission. Further, certain types of transactions, such as bonds issued for Community Facilities Districts, Infrastructure Financing Districts, Assessment Districts or Green Bond financings, may require additional disclosures that are unrelated to the requirements of federal and state securities laws. OPF may develop additional procedures from time to time for those types of disclosures.

The City’s policy for when the City serves as a conduit issuer is to require the conduit borrower to enter into any required continuing disclosure agreement to provide for the continuing disclosure of information relating to such issuance, the borrower and other matters as specifically provided therein. The conduit borrower shall also indemnify the City against any untrue statement made in relation to a disclosure document for such issuance. The offering documents for conduit issuances shall also contain appropriate disclaimers specifying the limited information supplied by the City.

These Procedures should be read in conjunction with Article XIV of the Debt Policy of the City and County of San Francisco (the “Debt Policy”).

**The failure of OPF to comply with any provision of these Procedures shall not affect the authorization or the validity or enforceability of any Obligations that are otherwise issued by the City in accordance with law.**

Section 1.2. Disclosure Practices Working Group. To better carry out the purposes set forth in Section 1.1 of these Procedures, a Disclosure Practices Working Group (the “DPWG”) is established. Membership of the DPWG shall consist of: (1) the Director of Public Finance, (2) the Mayor’s Budget Director (or the Director’s designee), (3) the Controller (or the Controller’s designee), and (4) the Treasurer (or the Treasurer’s designee). The City Attorney (or the City Attorney’s designee, who shall be a Deputy City Attorney specializing in public finance), together with Disclosure Counsel, shall advise the DPWG on requirements of the federal securities laws. Even though the members of the DPWG may meet and discuss disclosure-related matters from time to time, such meetings

shall not constitute a meeting of the DPWG unless the City Attorney (or Deputy City Attorney) and Disclosure Counsel also participate in the meeting.

Section 1.3. Definitions. Unless otherwise defined in this document, initially capitalized terms used in these Procedures shall have the meanings set forth below:

“*CAFR*” means the City’s Comprehensive Annual Financial Report.

“*CDA*” means a Continuing Disclosure Agreement of the City entered into pursuant to SEC Rule 15c2-12.

“*City*” means the City and County of San Francisco, California.

“*City Financial Statements*” means that portion of the CAFR that are the audited financial statements, including the notes and management letter relating thereto.

“*Contributor*” means each person contacted by the Disclosure Coordinator or the Disclosure Practices Working Group to assist with the review or preparation of a Disclosure Document as described in Section 4.1, or such person’s designee.

“*Debt Policy*” means the Debt Policy of the City and County of San Francisco.

“*Disclosure Counsel*” means the law firm or law firms engaged by the City Attorney to advise the City with respect to disclosure obligations and requirements under federal securities laws.

“*Disclosure Coordinator*” means the Director of Public Finance, or such other City official designated by the Controller from time to time.

“*Disclosure Documents*” means those documents defined as such in Section 2.1.

“*Disclosure Practices Working Group*” or “*DPWG*” means the Disclosure Practices Working Group as identified under Section 1.2 of these Procedures.

“*Dissemination Agent*” means the dissemination agent appointed by the City to disseminate reports and post notices on EMMA pursuant to the City’s secondary market obligations. The Dissemination Agent may be an employee of the OPF or a third-party dissemination agent.

“*EMMA*” means the Electronic Municipal Market Access system of the MSRB.

“*MSRB*” shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the Securities and Exchange Commission to receive filings pursuant to Rule 15c2-12 under the federal Securities Exchange Act of 1934, as the same may be amended and modified from time to time.

“*Obligations*” means bonds, certificates of participation, or other financial obligations of the City.

“*OPF*” means the City’s Office of Public Finance.

“*Preparer*” means those persons defined as such in Section 4.2.

“*Procedures*” means these Municipal Finance Disclosure Policies and Procedures, as the same may be supplemented and amended from time to time.

“*SEC*” shall mean the United States Securities and Exchange Commission.

Section 1.4. Meetings of the Disclosure Practices Working Group. The DPWG shall meet as often as necessary to fulfill its obligations, and generally shall meet at least once every two years to discuss matters related to these Procedures. Meetings of the DPWG are intended to be internal meetings of City staff and shall not be deemed to be public meetings for purposes of the Brown Act or the City’s Sunshine Ordinance.

Any member of the DPWG may request a meeting of the DPWG to discuss any topic within the scope of these Procedures. If requested, the Disclosure Coordinator will endeavor to convene a meeting of the DPWG. Members of the DPWG may participate in meetings by telephone. The Disclosure Coordinator shall keep a record of DPWG meetings and a brief summary of the matters discussed.

## Article II *Disclosure Documents*

Section 2.1. Disclosure Documents. For purposes of these Procedures, the term “Disclosure Documents” shall mean (i) the City’s documents and materials prepared or distributed in connection with the City’s disclosure obligations under applicable federal and state securities laws relating to its securities and (ii) other disclosure that the DPWG shall determine to review and approve. Disclosure Documents shall include, but not be limited to, the following:

- (A) Preliminary and final Official Statements and Private Placement Memoranda relating to the City’s Obligations or containing City financial information, together with any supplements; and
- (B) any disclosure filing made by the City with the MSRB through EMMA, whether made under a continuing disclosure agreement to which the City is a party or made voluntarily.

The term “Disclosure Documents” shall also include any other disclosure that the DPWG designates as such pursuant to Section 4.2(A) below.

Article III  
*Continuing Disclosure*

In connection with each public offering of Obligations, the City enters into a Continuing Disclosure Agreement (“CDA”) in order to assist underwriters in complying with their obligations under SEC Rule 15c2-12(b)(5). The provisions of the CDAs relate to 1) the City’s provision of annual reports to MSRB, specifying the contents and timeliness of those reports; and 2) the City’s timely disclosure of certain categories of so-called “significant events”.

Section 3.1 Annual Reports.

The CDAs provide that the City shall, or shall cause its Dissemination Agent to, not later than 270 days after the end of the City’s fiscal year (which is June 30), provide the MSRB through filing with EMMA an Annual Report, which shall contain or incorporate by reference the information required by SEC Rule 15c2-12 and each of the City’s CDAs.

Before any Annual Report is filed with EMMA:

1. Disclosure Counsel and City Attorney’s office shall have confirmed in writing to the Disclosure Coordinator that each has reviewed the Annual Report; and
2. The members of the DPWG shall have confirmed, in writing or verbally at a DPWG or due diligence meeting, to the Disclosure Coordinator that they have reviewed the Annual Report and that they are not aware of any material inaccuracies or omissions in the Annual Report.

The Annual Report is required to include a copy of the City Financial Statements. The Controller shall determine which City officials will play a role in preparing and reviewing the City Financial Statements and shall implement such internal procedures for this review as the Controller deems appropriate, if any.

Section 3.2 Significant Events.

SEC Rule 15c2-12 provides that the City shall give, or cause to be given, in an electronic format as prescribed by the MSRB, notice of the occurrence of any of the following events not later than ten business days after the occurrence of the event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;

6. Adverse tax opinions, the issuance by the I.R.S. of proposed or final determinations of taxability, Notices of Proposed Issue, or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
7. Modifications to rights of security holders, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the securities, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the obligated person;
13. Consummation of a merger, consolidation, or acquisition, acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

SEC Rule 15c2-12 defines the term *financial obligation* to mean a:

- (A) Debt obligation;
- (B) Derivative instrument entered in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or
- (C) Guarantee of paragraph (A) or (B).

The term “financial obligation” under SEC Rule 15c2-12 does not include municipal securities for which a final official statement has been provided to the MSRB consistent with SEC Rule 15c2-12.

Financial obligations can take various forms. With respect to leases, a lease only constitutes a financial obligation if it operates as a vehicle to borrow money, *i.e.*, where both (1) the City is the lessee and (2) the lease rentals represent obligations (whether by the City or the lessor) to repay money over time. All other leases, whether real property or equipment, entered in the ordinary course of business shall **not** constitute financial obligations.

Commercial paper notes are financial obligations, but an event notice is only filed when a major legal document associated with the commercial paper note program is entered into, amended or extended. The major legal documents include any bank reimbursement agreement, any letter of credit, or any other notes credit facility. An event notice need **not** be filed when the outstanding amount of commercial paper increases or decreases, or the utilized or unutilized portion of a related credit facility changes, because notes are issued or repaid.

Any debt obligation, or guarantee of a debt obligation, that has an aggregate principal amount of \$25,000,000 or greater, shall be evaluated as potentially being material.

Each member of the DPWG shall notify the Disclosure Coordinator if such member becomes aware of any of the events listed above. The DPWG shall meet to discuss the event or correspond via email, as appropriate, and determine in consultation with Disclosure Counsel and the City Attorney's office whether a filing is required or is otherwise desirable.

If any member of the DPWG has reason to believe that the City is experiencing financial difficulty, such member shall inform the Controller of the relevant circumstances, and the Controller shall determine, in consultation with the City Attorney's office and Disclosure Counsel, as appropriate, whether a financial difficulty exists. If the Controller determines that a financial difficulty does exist, the Disclosure Coordinator shall convene a meeting or email discussion of the DPWG to determine what enhanced procedures might be appropriate to identify events of the type described in numbered paragraph 16 above.

If a DPWG member or the chief financial officer of a City department has reason to believe that a City department is experiencing financial difficulty that is resulting or may result in an event of the type described in numbered paragraph 16 above, such official shall notify the Disclosure Coordinator who shall consult with the Director of Public Finance and the City Attorney's office and decide whether to convene the DPWG to consider whether a material event filing may be warranted.

#### Article IV *Review Process*

Section 4.1. Review of Form and Content of Disclosure Documents. The DPWG shall review each Disclosure Document described in Section 2.1(A) and (B). This DPWG review may occur at a meeting or via e-mail. The DPWG may require the attendance of all persons involved in the preparation or review of the Disclosure Document.



In addition, the following procedures shall apply to Official Statements, Remarketing Memoranda and Private Placement Memoranda:

When applicable, a draft offering document shall be submitted to the Board of Supervisors together with each resolution or ordinance authorizing an Obligation. Such resolution or ordinance shall include a provision for Board approval of the draft offering document together with a delegation to the Controller or the Director of Public Finance to finalize the offering document to, among other things, include the most recent City financial information or other material information relevant to investors, and to otherwise make corrections and clarifications needed so that such offering document complies with federal securities laws.

(A) Disclosure Coordinator. The Disclosure Coordinator shall work with the bond financing team (*i.e.*, bond counsel, underwriter(s), underwriter’s counsel, municipal advisors, and appropriate City staff), Disclosure Counsel, and such other individuals as appropriate given the nature of the financing, to confirm that these Procedures are followed with respect to the preparation and/or dissemination of any Disclosure Document.

(1) The Disclosure Coordinator shall be responsible for soliciting material information from appropriate City departments in a timely manner and shall identify Contributors who may have information necessary to prepare or who should review portions of the Disclosure Document. These Contributors should be timely contacted and informed that their assistance will be needed for the preparation of the Disclosure Document. See Exhibit A for the form of Request for Information from Contributors. Each Contributor shall determine which individuals or groups shall participate in the preparation of the Disclosure Document (or relevant portion) and the sources from which to derive the information the Contributor is asked to summarize or update in the Disclosure Document.

(2) The Disclosure Coordinator shall confirm to the DPWG that each section of and all financial and operating information contained in the Disclosure Document has been provided for review by departments and Contributors as described above and that the Disclosure Coordinator has received a response from each Contributor. The Disclosure Coordinator shall also confirm that “Appendix A” and other information concerning the City’s financial condition has been compared for accuracy against the City Financial Statements, including the notes of said financial statements, and the other financial reports prepared and released by the Controller and the Mayor’s Office.

(3) The Disclosure Coordinator shall coordinate an internal City due diligence session in connection with any substantial update to the City’s “Appendix A” disclosure, such as an update reflecting a new CAFR.

(4) The Disclosure Coordinator or another member of the DPWG shall report any significant disclosure issues, if any, and concerns to the DPWG. The

DPWG shall consider whether such disclosure issues or concerns are material or otherwise warrant changes to the draft Disclosure Document.

(5) Prior to posting a preliminary Official Statement, the Disclosure Coordinator shall have received written signoff on the Official Statement from the Controller (or the Controller's designee), the Director of Public Finance (or the Director's designee), the City Attorney or one or more Deputy City Attorneys, and Disclosure Counsel for the transaction. For purposes of this policy, the Controller's execution of a certificate deeming a Preliminary Official Statement final shall also serve as the Controller's written signoff on the contents of the Preliminary Official Statement.

(B) Responsibilities of Contributors. Contributors shall assist in reviewing and preparing the Disclosure Document using their knowledge of the City and by discussing the Disclosure Document with other members of their department to validate the accuracy of the information and to determine whether any other information should be discussed or disclosed. Once Contributors are notified of their need to participate in preparing a Disclosure Document, each of the Contributors shall cooperate with DPWG requests. Each Contributor shall represent to the Controller (in a form satisfactory to the Controller) the accuracy and completeness of the section or sections for which the Contributor is responsible. See Exhibit B herein.

Section 4.2. Review of Other Types of Disclosure Documents. The following procedures shall apply to those Disclosure Documents that are not addressed in Section 4.1:

(A) Public Document Releases and Other Communications. The anti-fraud provisions of the Securities Laws apply to public document releases (including annual and continual disclosures accessible on the Electronic Municipal Market Access system of the Municipal Securities Rulemaking Board) and other communications that are reasonably likely to reach investors or the securities markets and could be material to investors. Without limitation, such releases could include press releases, reports, web site postings, and other public communications of City officials and staff. While the DPWG will not review all such communications, any City employee preparing ("Preparer") information for public release may request the DPWG to determine whether such document or other communication should be filed as a material event or voluntary notice with the MSRB (as provided in Section 2.1(B) above). Any member of the DPWG may request that the Disclosure Coordinator convene the DPWG to determine whether any such document should be treated as a Disclosure Document.

(B) Notify Disclosure Practices Working Group. If the DPWG determines that a document is a Disclosure Document, the Preparer shall inform the DPWG of the (i) expected completion date of the Disclosure Document and (ii) the expected dissemination date of the Disclosure Document. The DPWG shall be provided with a reasonable opportunity to review such Disclosure Document.

(C) Involvement of Deputy City Attorney. The Deputy City Attorney specializing in municipal finance whom the City Attorney assigns to work on the matter, in consultation with Disclosure Counsel, shall assist the Preparer to:

- (1) identify material information that should be disclosed; and
- (2) identify other persons that may have material information or knowledge of any information omitted from such Disclosure Document.

(D) Dissemination of Disclosure Document. If the DPWG determines that dissemination of the Disclosure Document or a material event or voluntary notice regarding the contents of the Disclosure Document on EMMA is appropriate, the Disclosure Coordinator shall cause the Dissemination Agent to timely file the Disclosure Document on EMMA, as described in Article XIV of the Debt Policy.

Article V  
*Training Policy*

Section 5.1. Training Sessions.

(A) City officials or employees with responsibility for providing, collecting or analyzing information that may be material to the preparation of a Disclosure Document shall attend disclosure training sessions as conducted from time to time. The Controller and/or the Director of Public Finance shall, through Contributors or directly, cause training material to be distributed to employees of the City who will participate in the preparation of Disclosure Documents for the first time. Such training materials shall include information on the City's disclosure obligations under applicable federal and state securities laws and such individual's responsibilities and potential liability regarding such obligations. Such training sessions may be conducted by automated online training, in person, or by video, if available.

(B) If there is a question as to whether a class of employees shall receive such training, the determination shall be made by the Controller, in consultation (if necessary) with the City Attorney. The DPWG may also require training for a particular employee not otherwise specified.

(C) At the request of the DPWG, the City Attorney's office shall organize separate training sessions for the members of the Board of Supervisors; provided however such training should be undertaken no less than once every three years.

(D) The Director of Public Finance and the City Attorney's office will discuss and develop training material for new developments under federal securities laws, or otherwise, with the objective that the City maintains the best practices regarding its disclosure obligations.

*Article VI*  
*Document Retention Policies*

Section 6.1. Official Statements.

(A) Materials retained. For a Disclosure Document that is an Official Statement or similar document as referenced in Section 2.1(A), the OPF, on behalf of the DPWG, shall maintain a transcript for the relevant financing, for a period of at least five years from the date of delivery of the securities referenced in such Disclosure Document. Such transcript shall include, at a minimum:

- (1) the printed copy of the preliminary and final Official Statement (or preliminary and final Offering Memoranda);
- (2) the “deemed final” certification provided by a City official to the underwriter of the securities in accordance with paragraph (b)(1) of Rule 15c2-12;
- (3) the bond purchase agreement or official notice of sale, as applicable;  
and
- (4) any written certification or opinions executed by a City official or another financing party relating to disclosure matters, delivered at the time of delivery of the related securities.

(B) Materials not retained. These Procedures shall not require the DPWG to retain after the date of delivery of the related securities the drafts of any of the materials referenced in subsection (A) above.

Section 6.2. Disclosure Documents other than Official Statements. For Disclosure Documents other than those described in Section 5.1(A) above, the OPF, on behalf of the DPWG, shall maintain a central depository with the following materials, for a period of five years from the date the respective Disclosure Document is published, posted, or otherwise made publicly available:

- (1) the final version of the Disclosure Document, and
- (2) if the Disclosure Document is posted on EMMA, a copy of the receipt of filing generated by EMMA.

The DPWG shall not retain the drafts of any such materials.

*Article VII*  
*Confidential Submissions*

Section 7.1. Whistle Blower Complaint Program. The City shall encourage City employees to contact the Controller’s Whistle Blower Complaint program with any significant disclosure questions or concerns. The Controller’s office shall contact the

DPWG as soon as practical for any matter which would have a serious impact on the City's Disclosure Documents.

*Article VIII*  
*Miscellaneous*

Section 8.1. Bi-Annual Review. The DPWG shall conduct a bi-annual review and evaluation of these Procedures. As appropriate, the DPWG shall amend these Procedures to be consistent with changes in the federal and state securities laws, pronouncements of the SEC, and such other matters as the DPWG deems necessary or desirable.

Section 8.2. Suspension of Requirements by Disclosure Practices Working Group. The DPWG may waive or suspend any of the procedures set forth in these Procedures for a particular transaction or type of transaction, or for all transactions, should the DPWG determine that compliance with such procedure is not practical or necessary to confirm the accuracy and completeness of the related Disclosure Document(s).

Section 8.3 Periodic Review and Update of Investor Relations Website. The Disclosure Coordinator shall review the City's investor relations website at least annually to confirm that it is up to date and shall maintain a written record of the dates such review has been completed. The Disclosure Coordinator shall request and confirm the posting or removal of information identified as necessary and appropriate as a result of such review.

**Table of Exhibits**

- A. Form of Request for Information from Contributors
- B. Form of Transmittal by Contributor to Disclosure Coordinator

**Form of Request for Information from Contributors**

The Office of Public Finance is requesting information from [department or division name] to be included in a detailed disclosure of the City's financial and operating data for an [official statement] [annual report] to be issued by the City in connection with [the sale of bonds or other securities] [federal annual reporting requirements for municipal securities]. This information will be disseminated publicly to the investing public, including bondholders, rating agencies, municipal advisors and other members of the investment community.

Federal securities laws require that the information be complete, accurate, and in no way misleading. Please review carefully and critically the information you are providing to be certain, to the best of your knowledge after reasonable inquiry of the appropriate persons, that it is accurate, complete and not misleading. Please be certain that the source documentation is reliable and auditable, should any future inquiry arise. Please provide a copy of all source documentation. Please describe any exceptions or other caveats to the information you are providing.

Please review the information in its entirety, rather than simply updating that which has already been provided, to determine whether any material changes have occurred or if any new or additional information should be included to make the information you are providing not misleading and as complete and accurate as possible.

Please provide the information by no later than [X date], and please advise of any subsequent changes to such information through [Y date].

If you require additional information regarding this request for information, please contact \_\_\_\_\_, at x \_\_\_\_\_. Thank you for your assistance.

**Form of Transmittal by Contributor  
to Disclosure Coordinator**

I am the individual responsible for reviewing the portion of the Disclosure Document that is attached [on behalf of [Department]]. I have reviewed this disclosure [and have made certain that the following individuals also reviewed the disclosure: [list additional reviewers]]. [In addition, the attached disclosure was discussed at a meeting of the \_\_\_\_\_ department on [date].] I have also attached copies of any materials that were a source for all or a portion of this disclosure. In the event of any material change to the attached disclosure between the date of this letter and the scheduled delivery date for the bonds (X date), I shall promptly advise the Disclosure Coordinator.

---

[Name and Title]

Attachments

- reviewed disclosure
- source materials





## **APPENDIX II**

### **Use of Proceeds Designated Bonds**

For bond funded projects with qualifying use of proceeds (“UoP Designated Bonds”), the Office of Public Finance shall consider, as appropriate, designating such bonds as “Green Bonds,” “Social Bonds” or “Sustainable Bonds.” In considering the designation of such bonds, OPF shall evaluate the associated costs and benefits, as well as generally accepted market best practices, around such designation.

#### *UoP Designated Bond Considerations:*

Proceeds from UoP Designated Bonds, as defined below, are typically earmarked for sustainably oriented social and/or green projects (such as Green Bonds issued to fund environmentally beneficial projects). OPF may consider UoP Designation Bonds to aid investors in identifying City-issued bonds that may align with their Environmental Social Governance (ESG) goals.

For such financings, OPF will periodically update its internal policies and procedures and strive to:

- a) Make a per issuance (or program) determination whether to self-certify the bonds or retain an independent consultant to certify the Bonds.
- b) Report on the status of spending of such UoP Designated Bond proceeds during the construction period of the funded projects.
- c) Conform with established UoP international standards as they develop, such as the recently-established Green Bond Principles.
- d) Refrain from assigning a UoP designation to Bonds if, during the life of the Bonds, such designation is likely to impede or restrict the ability of the City to use the projects for other future civic purposes that may not fall under the latest International Capital Markets Association (or other generally accepted market standard).

#### *UoP Designated Bond Definitions:*

**Social Bonds** – Bonds designated as such, whereby project proceeds are used to finance or refinance projects considered to be “Social Projects.” Social Projects, as defined more broadly by the June 2018 Social Bond Principles published by the International Capital Market Association (or other such generally accepted market guidelines), directly aim to address or mitigate a special social issue and/or seek to achieve positive social outcomes especially but not exclusively for a target population(s). More specifically, for Social Bonds designated as such under this Policy, “Social Projects” are limited to projects that provide and/or promote affordable housing.

**Green Bonds (or Climate Bonds)** – Bonds designated as such, whereby project proceeds are used to finance or refinance qualified projects that have environmental and/or climate

change mitigation or adaptation benefits. These may or may not include projects certified by the Climate Bonds Initiative or in alignment with the International Capital Markets Association Green Bond Principles, as adopted by San Francisco in September 2018.

**Sustainable Bonds** – Bonds designated as such, whereby project proceeds are used to finance or refinance projects that OPF would consider for designation as both “Social Bonds” and “Green Bonds.”



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

Department: AIRPORT COMMISSIONDept. Code: AIRType of Request:  Initial  Modification of an existing PSC (PSC # 41036 - 14/15)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: Credit Liquidity FacilitiesFunding Source: Airport Operating FundsPSC Original Approved Amount: \$5,000,000PSC Original Approved Duration: 01/05/15 - 12/31/19 (4 years 51 weeks)PSC Mod#1 Amount: \$20,000,000PSC Mod#1 Duration: 01/01/17-12/31/24 (5 years 2 days)PSC Mod#2 Amount: \$12,500,000PSC Mod#2 Duration: no duration addedPSC Cumulative Amount Proposed: \$37,500,000PSC Cumulative Duration Proposed: 9 years 51 weeks**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

The San Francisco International Airport (Airport) Finance Division has a need to set up reimbursement agreements with firms to provide credit and/or liquidity facilities to have access to financial institutions that will provide short term financial loans to the Airport Commission (AC). The financial loans are necessary to ensure that the Airport's variable rate bonds are issued at the lowest possible interest rate.

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

This service is necessary to ensure the Airport has access to lower interest loans. The Airport would be subject to paying higher interest rates if it issued variable rate bonds without the assistance of credit and/or liquidity facility providers.

**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 this PSC 41036-14/15

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

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

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

To continue access to financial loans, credit, and liquidity services for the Airport.

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

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.

Explain the qualifying circumstances:

This service can only be performed by a financial institution.

B. Reason for the request for modification:

This modification increases the contract amount to provide services by credit and liquidity providers.

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

- A. Specify required skills and/or expertise: This service must be provided by a financial institution with the capital necessary to meet the Airport's financial needs. The Airport does not have enough cash on hand to provide "self-liquidity". Airport will monitor the credit agreements and pay the required fees on a quarterly basis.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1824, Pr Administrative Analyst; 0931, Manager III; 0933, Manager V;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

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

Not Applicable

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

- A. Explain why civil service classes are not applicable.  
Civil servant staff do not possess the appropriate state and federal registrations to act as a financial institution.
- 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 is not work that could be performed by an individual.

### **6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.  
No training will be provided
- C. Are there legal mandates requiring the use of contractual services?  
No.

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

No

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

No

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

No.

7. **Union Notification:** On 10/29/20, 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: Cynthia Avakian Phone: 650-821-2014 Email: cynthia.avakian@flysfo.com

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 41036 - 14/15

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 11/09/2020

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION Dept. Code: AIR

Type of Request: [ ] Initial [x] Modification of an existing PSC (PSC # 41036 - 14/15)

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

Type of Service: Credit Liquidity Facilities

Funding Source: Airport Operating Funds

PSC Original Approved Amount: \$5,000,000

PSC Original Approved Duration: 01/05/15 - 12/31/19 (4 years 51 w

PSC Mod#1 Amount: \$20,000,000

PSC Mod#1 Duration: 01/01/20-12/31/24 (5 years 2 days)

PSC Mod#2 Amount:

PSC Mod#2 Duration:

PSC Cumulative Amount Proposed: \$25,000,000

PSC Cumulative Duration Proposed: 9 years 51 weeks

1. Description of Work

A. Scope of Work:

The San Francisco International Airport (Airport) Finance Division has a need to set up reimbursement agreements with firms to provide credit and/or liquidity facilities to have access to financial institutions that will provide short term financial loans to the Airport Commission (AC). The financial loans are necessary to ensure that the Airport's variable rate bonds are issued at the lowest possible interest rate.

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

This service is necessary to ensure the Airport has access to lower interest loans. The Airport would be subject to paying higher interest rates if it issued variable rate bonds without the assistance of credit and/or liquidity facility providers.

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.

41036-14/15

D. Will the contract(s) be renewed? Yes, if there continues to be a need for such services at the Airport.

2. Union Notification: On 02/01/17, 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# 41036 - 14/15

DHR Analysis/Recommendation:

03/20/2017

Commission Approval Required

Approved by Civil Service Commission

DHR Approved for 03/20/2017

03/20/2017



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

A. Specify required skills and/or expertise:

This service must be provided by a financial institution with the capital necessary to meet the Airport's financial needs. The Airport does not have enough cash on hand to provide "self-liquidity". Airport will monitor the credit agreements and pay the required fees on a quarterly basis.

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

0931,0933,1824,

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:

Civil servant staff do not possess the appropriate state and federal registrations to act as a financial institution.

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

No, as this is not work that could be performed by an individual.

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

**YES NO**

- |   |                          |                                     |
|---|--------------------------|-------------------------------------|
| A. Will the contractor directly supervise City and County employee?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| B. Will the contractor train City and County employee?<br>This work cannot be performed by civil servant staff. | <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?    | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

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

ON 02/01/17 BY:

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

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

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: 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: Third Party Administration of the Pre-Tax Commuter Benefit Program

Funding Source: Department Payroll Tax Savings

PSC Duration: 5 years

PSC Amount: \$1,000,000

**1. Description of Work**

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

Administer all aspects of pre-tax employee benefit program, including participant enrollment through web-based database interface, distribution of transit fare media, customer service, account management, payroll interface and reconciliation, and reporting.

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

The program is part of the employee benefits package available to all City and County of San Francisco (CCSF) employees and provides a significant incentive to take transit, in keeping with the City's Transit First Policy. Pre-pandemic over 4,500 CCSF employees were enrolled in the program and participation had increased monthly. Through the program, employees can deduct up to \$280 per month, pre-tax, from their paychecks in order to pay for transit and vanpool expenses. Denial would mean elimination of an important employee benefit, which has no net cost to the City (costs are covered by departmental payroll tax savings) and would mean the City's non-compliance with the San Francisco Commuter Benefits Ordinance.

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.

Since 1999, this service has been provided by a third party administrator. Currently, the City and County of San Francisco works with WageWorks to administer the pre-tax commuter benefits program.

D. Will the contract(s) be renewed?

Yes, up to 4 additional years for a total of 9 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.

The current Pre-Tax Commuter Benefit Program has been in operation since June of 1999. Pre-COVID, there were more than 5,000 employees enrolled in the program. City employees commute to and from work sites located throughout the City and County. Benefits are currently distributed in the form of: 1) direct transfer of cash and/or passes onto a Clipper Card; and/or 2) direct transfer of cash onto a transit debit card; and 3) vanpool vouchers or payment reimbursements. SF Environment is interested in issuing a new contract with a third-party administrator for the Pre-Tax Commuter Benefit Program on or before July 1, 2022. The contract is expected to be effective for a period of five (5) years. The previous RFP was issued in January 2015.

**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:

Account vendor possesses management systems specific to commuter benefits administration, affiliate agreements with SF Bay Area transit providers, web-based interface tool, and customer service call center with extended hours and knowledge of local SF Bay Area transit options.

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

A. Specify required skills and/or expertise: Must be a third-party benefits administrator with specialized knowledge of Internal Revenue Service Regulations applicable to Pre-Tax Commuter Benefits and established, in-place computer systems and processes necessary to deliver such benefits.

B. Which, if any, civil service class(es) normally perform(s) this work? 1209, Benefits Technician; 1210, Benefits Analyst; 1813, Senior Benefits Analyst; 1814, Benefits Supervisor;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. Account vendor must possess management systems specific to commuter benefits administration, affiliate agreements with SF Bay Area transit providers, web-based interface tool, and customer service call center with extended hours and knowledge of local SF Bay Area transit options.

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

The existing classes are specialized in other benefit programs and do not possess knowledge and expertise in Pre-Tax Commuter Benefits, including the systems and processes specific to such programs and legal knowledge of Internal Revenue Service Code section 132(f).

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, because of the numerous special computer systems and processes needed to perform this work, it would not be cost-effective to operate such a program internally.

**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 component.

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:  
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: 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# 45755 - 21/22

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 04/18/2022

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

**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [david.kashani@sfgov.org](mailto:david.kashani@sfgov.org)  
**To:** [Kashani, David \(ENV\); 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; Kashani, David \(ENV\); DHR-PSCCoordinator, DHR \(HRD\)](mailto:Kashani, David (ENV); 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; Kashani, David (ENV); DHR-PSCCoordinator, DHR (HRD))  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 45755 - 21/22  
**Date:** Monday, January 24, 2022 1:51:45 PM

---

RECEIPT for Union Notification for PSC 45755 - 21/22 more than \$100k

The ENVIRONMENT -- ENV has submitted a request for a Personal Services Contract (PSC) 45755 - 21/22 for \$1,000,000 for Initial Request services for the period 07/01/2022 – 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/17889> 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)**



# CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE  
MAYOR

March 10, 2011

## NOTICE OF CIVIL SERVICE COMMISSION ACTION

**SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACT NUMBERS 4077-10/11 THROUGH 4084-10/11; 4114-07/08 AND 4028-06/07.**

At its meeting of March 7, 2011 the Civil Service Commission had for its consideration the above matter.

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

It was the decision of the Commission to:

- (1) Adopt the report; Approve request for PSC #s 4077-10/11 through 4083-10/11 and 4114-07/08. Notify the Office of the Controller and the Office of Contract Administration.
- (2) Adopt the report; Approve request for PSC #4028-06/07 for a period of one (1) year ending February 28, 2012 with the modified amount increased accordingly. Notify the Office of the Controller and the Office of Contract Administration.
- (3) Adopt the report; Approve request for PSC #4084-10/11. Notify the Office of the Controller and the Office of Contract Administration.

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

CIVIL SERVICE COMMISSION

ANITA SANCHEZ  
Executive Officer

### Attachment

- c:
- Parveen Boparai, Municipal Transportation Agency
  - Rachel Buerkle, Department of Environment
  - Micki Callahan, Human Resources Director
  - David Curto, Human Services Agency
  - Marie de Vera, Department of Human Resources
  - Donna Marion, San Francisco Public Library
  - Sean McFadden, Recreation & Park Department
  - Marie Ryan, Department of Human Resources
  - Commission File
  - Chron



POSTING F

3/7/2011

PROPOSED PERSONAL SERVICES CONTRACTS  
Regular, Continuing, Annual

PSC No	Dept No.	Dept Name	Approval Type	Contract Amount	Description of Work	Start Date - End Date
4077-10/11	22	Environment	Regular	\$700,000	Administer all aspects of pre-tax employee benefit program, including participant enrollment through web-based database interface, distribution of transit fare media, customer service, account management, payroll interface and reconciliation, and reporting.	3/1/2011 - 6/30/2015
4078-10/11	45	Social Services	Regular	\$5,336,700	Services include facilities and staffing to run various community-based adult day care centers and centers servicing seniors suffering from Alzheimer's disease.	7/1/2011 - 6/30/2016
4079-10/11	45	Social Services	Regular	\$8,489,075	Services include provision of legal counseling, and representation, including but not limited to naturalization application and processing, for seniors and younger disabled adults.	7/1/2011 - 6/30/2016
4080-10/11	45	Social Services	Regular	\$14,260,320	Services include staffing and assistance in the form of case management. The provisions of case management include access or care coordination - including arranging services, developing and monitoring care management plans and coordinating services among providers - serving functionally impaired seniors, adults with disabilities and their families.	7/1/2011 - 6/30/2016
4081-10/11	45	Social Services	Regular	\$50,019,360	Services include facilities and staffing to run various community based courses focused on physical health, socialization, financial advice, elderly abuse prevention, and emergency services. The target populations served by these programs are seniors and adults with disabilities. These services include the Community Living Fund established by the Board of Supervisors Resolution #10-0832.	7/1/2011 - 6/30/2016
4082-10/11	45	Social Services	Regular	\$57,500,000	Contractors will provide and distribute food to low income San Francisco residents. Food distribution services will include home delivered and congregate meals, emergency food bags, and food pantries; emergency home delivered meals, free meals, and senior grocery bags.	7/1/2011 - 6/30/2016
4083-10/11	35	Municipal Transportation Agency	Regular	\$388,145	Consulting services to conduct a three part Nexus study to support existing and proposed transportation-related development impact and mitigation fees: a) Part I: Transit Impact Development Fee (TIDF), b) Part II: Comprehensive Transportation Impact Development Fee (CTIDIF), c) part III: Automobile Trip Mitigation Fee (ATMF).	1/2/2011 - 7/31/2011
4084-10/11	42	Recreation & Park Commission	Regular	\$300,000	The San Francisco Recreation and Park Department (RPD) is in need of a third party environmental consultant to complete environmental analyses for the Minnie-Lovie Playground Athletic Fields Renovation. The objective of the environmental analysis services is to satisfy the requirements of the California Environmental Quality (CEQA), the CEQA Guidelines, National Environmental Policy Act (NEPA), the San Francisco Administrative Code Chapter 31, and applicable local, state, and Federal regulatory requirements.	2/15/2011 - 2/15/2014

PERSONAL SERVICES CONTRACT SUMMARY

DATE: 12/15/10

DEPARTMENT NAME: Environment DEPARTMENT NUMBER 22

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

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

TYPE OF SERVICE: Third-Party Administration of Pre-Tax Commuter Benefit Program

FUNDING SOURCE: Payroll Tax Savings; Proposition B Transportation Sales Tax, as needed

PSC AMOUNT: \$700,000 PSC DURATION: 3/01/11 - 6/30/15

1. DESCRIPTION OF WORK

A. Concise description of proposed work: Administer all aspects of pre-tax employee benefit program, including participant enrollment through web-based database interface, distribution of transit fare media, customer service, account management, payroll interface and reconciliation, and reporting.

B. Explain why this service is necessary and the consequences of denial: The program is part of the employee benefits package available to all CCSF employees and provides a significant incentive to take transit, in keeping with the City's Transit First Policy. Currently over 3,300 CCSF employees are enrolled in the program and participation increases monthly. Through the program, employees can deduct up to \$230 per month, pre-tax, from their paychecks in order to pay for transit and vanpool expenses. Denial would mean elimination of an important employee benefit, which has no net cost to the City (costs are covered by departmental payroll tax savings).

C. Explain how this service has been provided in the past (if this service was previously approved by the Civil Service Commission, indicate most recent personal services contract approval number): This is an on-going service. Third-party administration has been provided by Fringe Benefits Management Co. since 2007, and prior to that by Wage Works, Inc. Previous PSC#: 4130-06/07.

D. Will the contract(s) be renewed: Contract will be for 2 years; if performance of the contractor is satisfactory, the contract may be renewed for two additional one-year periods.

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

Local 21 Union Name Rachel C. Bueckle Signature of person mailing/faxing form 12/20/10 Date
Local 1021 Union Name Rachel C. Bueckle Signature of person mailing/faxing form 12/20/10 Date

RFP sent to Union Name, on Date Signature

\*\*\*\*\*

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# STAFF ANALYSIS/RECOMMENDATION:

CIVIL SERVICE COMMISSION ACTION:

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

Specify required skills and/or expertise:

Must be a third-party benefits administrator with specialized knowledge of Internal Revenue Service Regulations applicable to Pre-Tax Commuter Benefits and the systems and processes necessary to deliver such benefits. Must have web-based participant enrollment/interface and account management system, technological capabilities to interface with CCSF Payroll system, data tracking and security methods compliant with HIPAA standards, professional telephone customer service with knowledge of all local SF Bay area wide transit options, and ability to directly deliver transit media on-time every month to multiple locations.

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

Portions of the work may be similar to work performed by 1209 Benefits Technician, 1210 Benefits Analyst, 1813 Senior Benefits Analyst, and 1814 Benefits Supervisor.

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

Yes. Account vendor would possess management systems specific to commuter benefits administration, affiliate agreements with SF Bay Area transit providers, web-based interface tool, and customer service call center with extended hours and knowledge of local SF Bay Area transit options

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

The existing classes are specialized in other benefit programs and do not possess knowledge and expertise in Pre-Tax Commuter Benefits, including the systems and processes specific to such programs and legal knowledge of Internal Revenue Service Code section 132(f).

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

No, because of the numerous special systems and processes are needed to perform this work, it would not be cost-effective to operate such a program internally.

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

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

Yes  No

B. Will the contractor train City and County employees?

Yes  No

- Describe the training and indicate approximate number of hours.
Indicate occupational type of City and County employees to receive training (i.e., clerks, civil engineers, etc.) and approximate number to be trained.

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

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?

Yes  No

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

Yes  No

Unknown - contract will be bid

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

Rachel C. Buerkle

Signature of Departmental Personal Services Contract Coordinator

Rachel Buerkle

Print or Type Name

355-3704

Telephone Number

Department of the Environment

11 Grove St. San Francisco, CA 94102

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: Website, Mobile, Web Application Tools Development and Design

Funding Source: Local

PSC Duration: 4 years

PSC Amount: \$1,500,000

**1. Description of Work**

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

Work in collaboration with the Department to design, develop and administer needs the Department has relating to its outreach efforts online. On an ongoing basis, this will involve providing support for organizational and technical security controls and maintenance activities to keep the Department's website software updated, patched and operating smoothly and securely. This will also include developing new websites, web-based applications or web-based products that may be needed.

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

The Department owns eight discrete websites, web-based applications and microsities: SFEnvironment.org, SFRecycles.org, the Signmaker app (SFRecycles.org/Signmaker), SFApproved.org, plan.sfenvironment.org, realfoodiescompost.com, and warehouse.sfenvironment.org. These platforms serve as informational resources and/or tools for San Francisco residents, businesses and City employees to learn about, enroll in and comply with Department-managed services and ordinances. Ongoing maintenance and improvement of existing websites and development of future web-based communications platforms is essential to enabling the Department to deliver on its programming mandates. Without this contract, the Department would not have the ability to sustain and develop these communications platforms and the critical information they provide to the San Francisco public.

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

This service has been provided in the past under PSC 4062-12/13, approved Feb 4, 2013 and subsequent modifications. The Department has historically maintained contracts with web services providers for the scope of services cited above.

D. Will the contract(s) be renewed?

The contract may be extended for an additional year in need exists, after the services will be bid to the public.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.  
not applicable

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

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

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

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

B. Explain the qualifying circumstances:

The development of specialized web-based applications for environmental services, the involvement of web developers, service designers, content strategists and other specialized contributors would be required on an as-needed and short-term project basis.

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

A. Specify required skills and/or expertise: user experience design and usability testing responsive design website development and deployment mobile app development information architecture website maintenance and hosting The contractor must have Drupal programming, website design and user testing experience.

B. Which, if any, civil service class(es) normally perform(s) this work? 1042, IS Engineer-Journey; 1043, IS Engineer-Senior; 1053, IS Business Analyst-Senior; 1054, IS Business Analyst-Principal;

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

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

The City does not provide centralized services to City departments for the development of highly specialized, web-based applications imparting specialized environmental subject matter, nor for the maintenance and administration of department-owned, legacy websites and web-based applications. Additionally, services rendered by contractor(s) involve intermittent, ad hoc development of web platforms requiring the expertise of multiple, specialized contributors, such that neither full-time nor part-time, permanent employees are appropriate or financially feasible to retain for these services of short duration and unpredictable frequency. Specialized projects are intermittent, with different skills needed for different projects, and projects vary, depending on program goals and City regulations.

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 new Civil Service Class would be needed, as classes exist to technically perform this work. However, the service need requires Contractors that can provide a wide range of specialized services. In the case of developing a specialized web-based application for environmental services, the involvement of web developers, service designers, content strategists and other specialized contributors would be required on a fixed, short-term basis, which would not merit full-time civil service employment.

**6. Additional Information**

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

- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.  
Yes. Contractor would provide training to Department staff responsible for implementing web content updates. Training in Drupal web content editing. Estimated approximately 3-4 hours per year, to environmental specialist 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 02/09/2022, 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# 48566 - 21/22

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 04/18/2022

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

**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [david.kashani@sfgov.org](mailto: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 # 48566 - 21/22  
**Date:** Wednesday, February 9, 2022 11:44:15 AM

---

RECEIPT for Union Notification for PSC 48566 - 21/22 more than \$100k

The ENVIRONMENT -- ENV has submitted a request for a Personal Services Contract (PSC) 48566 - 21/22 for \$1,500,000 for Initial Request services for the period 06/01/2022 – 05/31/2026. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/17943> 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: ENVIRONMENT

Dept. Code: ENV

Type of Request:  Initial  Modification of an existing PSC (PSC # 4062-12/13)

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

Type of Service: Outreach, Marketing

Funding Source: Department Funds and Grant Funds

PSC Original Approved Amount: \$5,000,000

PSC Original Approved Duration: 07/01/13 - 06/30/18 (5 years)

PSC Mod#1 Amount: \$6,000,000

PSC Mod#1 Duration: 07/01/18-06/30/22 (4 years 1 day)

PSC Mod#2 Amount: \$6,000,000

PSC Mod#2 Duration: 07/01/22-06/30/24 (2 years 1 day)

PSC Cumulative Amount Proposed: \$17,000,000

PSC Cumulative Duration Proposed: 11 years 2 days

**1. Description of Work**

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

Assist the Department in designing, developing, facilitating, and implementing outreach and social marketing programs and creative multilingual campaigns in various areas including waste reduction, reuse, recycling, toxics reduction, energy efficiency and climate adaptation, etc. Additionally, contractor will provide research assistance such as surveys, focus groups, and other forms of market research.

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

Public outreach and education aimed at all levels of San Francisco business and residents is critical to implementing and attaining many of the City's policies and ordinances including: zero waste goal of 2020, renewable energy generation by 2020, & conduct research to gauge effectiveness of outreach. Without this contract, Department would have difficulty meeting board-mandated goals.

**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 in the past under PSC 4062-12/13, approved 2/4/2013 and 6/20/2016.

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

No, if the service is needed again, it will be bid.

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

The department expects an ongoing need for outreach and marketing services due to the constantly changing foci of its environmental programs, which are determined by evolution of consumer trends and technological advances. These services are needed intermittently and, often,

expeditiously as new projects arise. There is continuing need for innovative and effective approaches to public outreach and engagement in the department's programs and projects to ensure a level of participation that will mitigate human and environmental health hazards.

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

A. Display all that apply

- Short-term or capital projects requiring diverse skills, expertise and/or knowledge.
- Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).

Explain the qualifying circumstances:

The work requires highly specialized marketing and research expertise in multiple environmental program areas. The work is intermittent, with different skills needed for different projects and the projects vary, depending on program goals and City regulations.

B. Reason for the request for modification:

To increase PSC amount by an additional \$6,000,000 for a cumulative total of \$17,000,000; and to increase the duration by 2 years to 06/30/2024 for a cumulative duration of 11 years. The Department of the Environment is seeking these modifications to accommodate increased need in these services.

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

- A. Specify required skills and/or expertise: Highly specialized marketing and research expertise in the areas of recycling, toxics reduction, renewable energy, energy efficiency, waste reduction, environmental justice, transportation and climate change. Experience in public engagement, specifically with underserved communities of San Francisco.
- 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.  
This work requires specialized marketing and engagement skills that the City does not currently possess.
- 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: See addendum.

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

**7. Union Notification:** On 04/20/18, 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: Victoria Chan Phone: 415-355-3704 Email: victoria.w.chan@sfgov.org

Address: 1255 Market St, #1200, San Francisco, CA 94103

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 4062-12/13

DHR Analysis/Recommendation:

06/04/2018

Commission Approval Required

Approved by Civil Service Commission

06/04/2018 DHR Approved for 06/04/2018

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: HUMAN SERVICES -- DSS

Dept. Code: DSS

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

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

Type of Service: Substance Abuse Testing Services

Funding Source: 46% Federal; 38% State; 16% Local

PSC Amount: \$900,000

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:

Contractor will administer and monitor alcohol and drug testing and usage through randomized substance abuse testing services to parents of families involved with child welfare services. Contractor will provide direct observation drug testing for clients on a range of substances, provide test results to assigned DHS staff, maintain records of all appointments (including missed appointments), and provide data collection results to protective service workers. Contractor will develop process for referrals for testing, actual testing, to work directly with clients on test scheduling and instructions, provide a web-based tracking and notification system, and report on confidential final results.

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

HSA relies on substance abuse testing services to establish family reunification for youths in the child welfare system. This service will allow caseworkers to resolve their youth caseloads more quickly by reconnecting with families for higher success rate of a positive welfare outcome. Denial of this will risk a child's welfare outcome and prolong welfare dependency.

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 was previously approved by the Civil Service Commission in PSC # 45801 - 17/18

D. Will the contract(s) be renewed?

Yes, it is a requirement of Child Welfare

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).

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 department does not have the capacity or facility to conduct laboratory testing services.

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

- A. Specify required skills and/or expertise: Experience with administering drug and alcohol laboratory testing and working with social service agencies.
- B. Which, if any, civil service class(es) normally perform(s) this work? 2402, Laboratory Technician I; 2416, Laboratory Technician II;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain:  
Yes. The contractor will facilitate the full scheduling, instructions, packet/supplies and safe guard equipment to successfully draw specimen and return to lab for proper testing.

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

The civil service classes nor the City and County do not have the capacity to perform the laboratory services.

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

- A. Explain why civil service classes are not applicable.  
Lab Technicians may perform similar work, but they are not trained in social services nor have the capability to collect specimens outside of the county, which is occasionally required. Laboratory test results with the goal of reunification may be used as evidence in the court of law. The civil service classes in the city and county do not have the capacity to perform the laboratory 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 provide this service due to a lack of training in the welfare services or have the capability to collect specimens outside of the county.

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

**7. Union Notification: On 01/14/2022, the Department notified the following employee organizations of this PSC/RFP request:**

SEIU 1021 Miscellaneous

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

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

Address: 1651 Mission Street, 5th Floor San Francisco, CA

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 41822 - 21/22

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 04/18/2022

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



## Gendelman, Johanna (HSA)

---

**From:** dhr-psccordinator@sfgov.org on behalf of johanna.gendelman@sfgov.org  
**Sent:** Friday, January 14, 2022 2:24 PM  
**To:** Gendelman, Johanna (HSA); 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; Alvarez, Tara (HSA); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 41822 - 21/22

RECEIPT for Union Notification for PSC 41822 - 21/22 more than \$100k

The HUMAN SERVICES -- DSS has submitted a request for a Personal Services Contract (PSC) 41822 - 21/22 for \$900,000 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/17840> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

# **Additional Attachment(s)**

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

Department: HUMAN SERVICESDept. Code: DSS

Type of Request:  Initial  Modification of an existing PSC (PSC # 45801 - 17/18)

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

Type of Service: Substance Abuse Testing ServicesFunding Source: 46% Federal; 38% State; 16% Local

PSC Original Approved Amount: \$620,400 PSC Original Approved Duration: 07/01/17 - 06/30/20 (3 years)

PSC Mod#1 Amount: \$400,000 PSC Mod#1 Duration: 07/01/20-06/30/22 (2 years)

PSC Cumulative Amount Proposed: \$1,020,400 PSC Cumulative Duration Proposed: 5 years

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

Contractor will administer and monitor alcohol and drug testing and usage through randomized substance abuse testing services to parents of families involved with child welfare services. Contractor will provide direct observation drug testing for clients on a range of substances, provide test results to assigned DHS staff, maintain records of all appointments (including missed appointments), and provide data collection results to protective service workers. Contractor will develop process for referrals for testing, actual testing, to work directly with clients on test scheduling and instructions, provide a web-based tracking and notification system, and report on confidential final results.

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

HSA relies on substance abuse testing services to establish family reunification for youths in the child welfare system. This service will allow caseworkers to resolve their youth caseloads more quickly by reconnecting with families for higher success rate of a positive welfare outcome. Denial of this will risk a child's welfare outcome and prolong welfare dependency.

**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 45801 - 17/18

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

Yes, it is possible the contract will be renewed pending 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:**

Per request for proposal (RFP #731), the contract shall have an original term of three (3) years, effective from July 1, 2017 through June 30, 2020. In addition, HSA shall have the option to extend the term for either contract for a period up to two (2) additional years.

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

A. Display all that apply

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

Explain the qualifying circumstances:

The department does not have the capacity or facility to conduct laboratory testing services.

B. Reason for the request for modification:

To add two additional years and \$400,000 so substance abuse testing services can continue both inside and outside of the county. This service allows caseworkers to resolve their youth caseloads more quickly.

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

A. Specify required skills and/or expertise: Experience with administering drug and alcohol laboratory testing and working with social service agencies.

B. Which, if any, civil service class(es) normally perform(s) this work? 2402, Laboratory Technician I; 2416, Laboratory Technician II;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. The contractor will facilitate the full scheduling, instructions, packet/supplies and safe guard equipment to successfully draw specimen and return to lab for proper testing.

**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.

Lab Technicians may perform similar work, but they are not trained in social services nor have the capability to collect specimens outside of the county, which is occasionally required. Laboratory test results with the goal of reunification may be used as evidence in the court of law. The civil service classes in the city and county do not have the capacity to perform the laboratory 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 provide this service due to a lack of training in the welfare services or have the capability to collect specimens outside of the county.

**6. Additional Information**

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

No.

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

No training will be provided for this work.

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

No.

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

No.

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

No.

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

No.

7. **Union Notification:** On 03/31/20, the Department notified the following employee organizations of this PSC/RFP request:

SEIU 1021 Miscellaneous;

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

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

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 45801 - 17/18

DHR Analysis/Recommendation:

07/20/2020

Commission Approval Required

Approved by Civil Service Commission

07/20/2020 DHR Approved for 07/20/2020

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: HUMAN SERVICES -- DSS

Dept. Code: DSS

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

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

Type of Service: professional Services

Funding Source: State, Federal and local funds

PSC Amount: \$350,000

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:**

Provision of SafeCare(r)Parenting education to San Francisco Department of Health Nurses-SafeCare(R) is an evidence-based home visitation model for prevention of child neglect to San Francisco families with children who at risk for abuse and neglect.

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

The City has been providing SafeCare® since 2011. SafeCare® is an evidence-based in-home parent training model that provides direct skill training to parents in child behavior management, planned activities training, home safety training, and child health care skills to prevent and intervene with child maltreatment. SafeCare® is a branded service model this is evidence based and has a very strict structure on fidelity/adherence to the model. It has a unique pyramid structure of programmatic implementation and sustainability that makes it a much different model than the one the Department previously solicited in 2011, when the Department made the decision to implement the SafeCare® model. At this point in time, only two sources exist in San Francisco that could provide the structure and the level of services the SafeCare program currently requires. Both CBO's employ certified SafeCare trainers and coaches, whom the Department has invested years in developing and certifying to their level of expertise. The program has expanded to now include visiting nurses from DPH. The nurses are supervised and trained by SafeCare trainers/coaches, employed by 2 CBO's. These coaches provide support and supervision to City employed nurses at DPH who are responsible for home visits for families with children at risk. If we were to change providers, it would put the program back to 'start-up' because the staff we have certified would be lost. A new vendor would have no certified home visitors, no certified coaches to supervise the visitors and no trainers, who supervise both coaches and visitors. All SafeCare work would be suspended until new vendor staff could be oriented and certified to the national SafeCare model. This process would be lengthy and counterproductive, resulting in a loss of now 12 year investment in training the current staff. The two existing contracted trainers also do the intensive five-day training required to begin work as a home visitor, and they train both their own staff, as well as DPH nurses, none of whom have the ability to become certified trainers. Without coaches/trainers, the DPH nurse SafeCare home visiting program would be suspended. Further, all SafeCare work would be suspended for an unknown number of months while a new staff was somehow oriented to SafeCare. Denial of service could result in children being removed from their families, because they did not have access to necessary and evidence based prevention intervention services. Denial would result in the suspension of the successful DPH SafeCare program, putting more families at risk for involvement with Child Welfare

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

N/A

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

Yes, the City is 100% invested in evidence-based intervention strategies for SF families at risk for abuse and neglect.

- E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.  
not applicable

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

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

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

- B. Explain the qualifying circumstances:

The City lacks certified SafeCare(R) trainers and coaches. It is impractical for the City to certify a new trainer/Coach for SafeCare due to the investment of time and effort

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

A. Specify required skills and/or expertise: SafeCare® is built upon a system of three levels of staff, along with corresponding levels of supervision. At the bottom of the pyramid are home visitors, who are supervised by coaches who go with them on the home visits to ensure adherence to the SafeCare model. (Coaches are home visitors certified by SafeCare at a higher level to be able to supervise the required 10 visits to become a home visitor and then the once monthly home visit, which is on-going). Coaches follow a similar structure of supervision as do the trainers. It takes approximately three years of dedication to become a SafeCare certified trainer.

B. Which, if any, civil service class(es) normally perform(s) this work? 1232, Training 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?**

The City does not have staff who have the ability to complete the 3 years necessary training to become a SafeCare coach/trainer.

**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 currently Civil service class to represent the intensive SafeCare (R) training curriculum.

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, adopting a new civil service class would require years for formal certification and the City would be required to suspend SafeCare services until a civil service class could be trained.

**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. Each SafeCare coach/trainer supervises DPH nursing staff.

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

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

7. **Union Notification:** On 01/14/2022, the Department notified the following employee organizations of this PSC/RFP request:  
Prof & Tech Eng, Local 21

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

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

Address: 1650 Mission Street Suite 500 San Francisco, CA

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 42037 - 21/22

DHR Analysis/Recommendation:  
Commission Approval Required  
DHR Approved for 04/18/2022

Civil Service Commission Action:



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

## Gendelman, Johanna (HSA)

---

**From:** dhr-psccordinator@sfgov.org on behalf of johanna.gendelman@sfgov.org  
**Sent:** Friday, January 14, 2022 10:54 AM  
**To:** Gendelman, Johanna (HSA); WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; amakayan@ifpte21.org; L21PSCReview@ifpte21.org; Gendelman, Johanna (HSA); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 42037 - 21/22

RECEIPT for Union Notification for PSC 42037 - 21/22 more than \$100k

The HUMAN SERVICES -- DSS has submitted a request for a Personal Services Contract (PSC) 42037 - 21/22 for \$350,000 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/17836> 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 – Services To Be Provided**  
**Family Support Services**  
**SafeCare® for DPH Nurses**  
**07/01/19-06/30/22**

**I. Purpose**

The purpose is to provide administrative support and funds to support the Public Health nurses implementing SafeCare®, an evidence-based in-home parent training model that provides direct skill training to parents in child behavior management, planned activities training, home safety training, and child health care skills to prevent and intervene with child maltreatment.

**II. Definitions**

DPH	San Francisco Department of Public Health
FCS	Family & Children’s Service Division of the Human Services Agency
Grantee	Family Support Services
In Home Parenting	Refers to parent education services provided in the home where parents actively acquire parenting skills through mechanisms such as homework, modeling or practicing skills. Parent education is focused on the acquisition of new parenting skills and behaviors to promote positive parent-child interaction.
PHN	Public Health Nurse
SF-HSA	San Francisco Human Services Agency

**III Target Population**

All San Francisco families with children 0-5 who have a history of child maltreatment and/or risk factors for maltreatment. May be voluntary and may or may not have an open child welfare case or open court dependency care. Risk factors may include substance abuse or domestic violence issues, teenage parents, parents of special needs children, single parents and low-income families.

**IV. Service Description**

The SafeCare® evidence-based parent training curriculum consists of the following three required module activities for referred families:

***Health Module-***

The goals of this module are to train parents to use health reference materials, prevent illness, identify symptoms of childhood illnesses or injuries, and provide or seek appropriate treatment by following the steps of a task analysis. To assess actual health-related behavior, parents role-play health scenarios and decide whether to treat the child at home, call a medical home visitor, or seek emergency treatment.

Parents are provided with a medically validated health manual that includes a symptom guide, information about planning and prevention, caring for a child at home, calling a physician or nurse, and emergency care. Parents are also supplied with health recording charts and basic health supplies (e.g., thermometer). After successfully completing this module, parents are able to identify symptoms of illnesses and injuries, as well as determine and seek the most appropriate health treatment for their child.

#### ***Home Safety Module-***

This module involves the identification and elimination of safety and health hazards by making them inaccessible to children. The Home Accident Prevention Inventory – Revised (HAPI-R) is a validated and reliable assessment checklist designed to help a home visitor measure the number of environmental and health hazards accessible to children in their homes. Rooms are evaluated using this assessment tool and then training takes place to assist parents in identifying and reducing the number of hazards and making them inaccessible to their children. Safety latches are supplied to families. This protocol is effective in significantly reducing hazards in the home and these reductions have been found to be maintained over time.

#### ***Parent-Child/Parent-Infant Interactions Module-***

This module consists of training on parent-infant interactions (birth to 18 months) and parent-child interactions (18- months to 5 years). The purpose of this module is to teach parents to provide engaging and stimulating activities, increase positive interactions, and prevent troublesome child behavior. The primary method for teaching this module is Planned Activities Training (PAT) Checklist. Home visitors observe parent-child play and/or daily routines and code for specific parenting behaviors. Positive behaviors are reinforced and problematic behaviors are addressed and modified during the in-home sessions. Home visitors teach parents to use PAT checklists to help structure their everyday activities. Parents also receive activity cards that have prompts for engaging in planned activities.

#### ***Other Related Activities-***

In addition to the required three modules of SafeCare® model, there are two additional focal points: problem-solving and counseling skills. Problem-solving is used by the SafeCare® home visitors to help parents work through the many problems they may face that are not addressed by the SafeCare® model. Structured problem-solving involves correctly framing the problem, generating

potential solutions, identifying pros and cons of those solutions, choosing a solution, and acting.

SafeCare® also teaches home visitors to use good counseling skills, including: how to frame a session, building rapport, how to ask questions to elicit more information, how to provide positive and corrective feedback, and how to close a session. Problem-solving and counseling will be used across the three SafeCare® modules as needed.

All three modules involve baseline assessment, intervention (training) and follow-up assessments to monitor change. Staff members conduct observations of parental knowledge and skills for each module by using a set of observation checklists. The SafeCare® training format is based on well-established social learning theory and evidence from previous research. Service home visitors and parents will be trained using a general seven step format:

- Describe desired target behaviors
- Explain the rationale or reason for each behavior
- Model each behavior (demonstrate desired behavior)
- Ask parent to practice behavior
- Provide positive feedback (point out positive aspects of performance)
- Provide constructive feedback (point out aspects of performance needing improvement)
- Review parent's performance, have them practice areas that need improvement, and set goals for the week.

Using this format, parents are trained so that skills are generalized across time, behaviors, and settings. Each module is implemented in approximately one assessment session and five training sessions and is followed by a social validation questionnaire to assess parent satisfaction with training. Home visitors will work with parents until they meet a set of skill-based criteria that are established for each module.

Referrals may be provided by DHS, self-referrals, local home visitors such as hospitals and/or the Differential Response Program.

*If FCS determines a need for more training of more staff, the home visitor will do the following:*

#### Home Visitor Training Requirements & Expectations.

Home visitor staff responsibilities include the following:

##### Home Visitors

- Must attend a SafeCare® Training Workshop for five days
- Must demonstrate skills in the field to become certified SafeCare® home visitor

- Adherence to the SafeCare® protocols is regularly monitored by their Coach (Coordinator) through direct observation or recording of sessions
- Must participate in weekly team meetings with Coaches (Coordinator) to discuss cases.

Training for staff includes workshops with some didactic presentations, and extensive role plays and practice of skills to mastery levels. All trainings include extensive modeling of skills, trainee practice with feedback that leads to skill mastery. Upon completion of training, Home Visitors are provisionally certified.

#### Coach (Coordinator) Responsibilities:

- Must attend SafeCare® Home Visitation training and achieve full certification.
- Must complete one day of additional training in SafeCare® coaching.
- Must work with Home Visitor to monitor fidelity according to NSTRC's minimum required frequencies:
  1. The first nine family sessions (two must be live observations)
  2. One session per month thereafter
  3. Fidelity assessment and coaching sessions should be done more frequently for Home Visitors who consistently fall below minimum standards (85%)
- Should conduct weekly meetings of all SafeCare® staff to discuss SafeCare® implementation.
- Will be regularly supported and monitored by their SafeCare® Trainer to assist them in performing their coaching duties.
- Coaches should participate in periodic implementation meetings with NSTRC to assess organizational progress in implementing SafeCare®, program successes, and problem-solving techniques. NSTRC recommends quarterly meetings.

#### Trainer Responsibilities:

- Train individuals to conduct SafeCare® trainings for new home visitors and coach within the implementing organization and provide support to the coach in the partnership.
- After completing home visitor training and coach training and gaining experience delivering SafeCare® and coaching SafeCare® home visitors, individuals may complete SafeCare® Trainer training.
- Trainer training requires a commitment to NSTRC to adhere to the requirements regarding distribution of materials, support of SafeCare® coaches and home visitors and reporting of data to NSTRC.

- Trainer training includes a two-day workshop that teaches trainees about: SafeCare® training methods, teaching adult learners, setting up role-plays, and providing feedback to trainees, and supporting SafeCare® coaches. Trainees are provisionally certified as a trainer upon completion of the workshop.
- Following the workshop, trainer trainees are observed by NSTRC during their first training to ensure fidelity to the training model.
- Provisionally certified trainers will become fully certified once they achieve 85% or greater mastery in the delivery of a home visitor training, as rated by a NSTRC trainer observer.
- After certification, SafeCare® Trainers are observed at one year following training and must complete recertification every two years to maintain.

**SafeCare® Trainers will continue to supervise PHN SafeCare® Visits to ensure compliance to SafeCare® requirements and protocols. Additionally, should new PHNs require SafeCare® training, Grantee will include them in their regular training schedule.**

#### **V. Location and Time of Services**

Services will be principally provided in the home, as scheduled between the program staff and parent. Some services may be provided at Contractor offices, as necessary.

#### **VI. Grantee Responsibilities**

- Ensure that all known or suspected instances of child abuse and neglect are reported as required by law.
- Home visitors should possess the capability to provide culturally, linguistically-relevant services to a diversity of communities and families in San Francisco.
- All home visitor staff working in the SafeCare® program as a Home Visitor, Coach, or Trainer is required to have a minimum level education equivalent to a Bachelor's Degree from an accredited institution of higher education.
- Administer an annual client satisfaction survey

#### **VII. Agency Responsibilities**

- HSA is responsible for providing referrals from open or closed Child Welfare Cases.
- HSA is responsible for completing reports on statistical longitudinal reports on families that have completed SafeCare® Training.



## VIII. Service Objectives

- A. 100% of SafeCare® families (12 families) completing the Home Safety module will receive safety materials (e.g., safety gates), if needed.
- B. 100% of SafeCare® families completing the Health module (14 families) will receive health materials (e.g., first aid kits) if needed.
- C. 50% of families or 12 families referred will successfully graduate.

## IX. Outcome Objectives

- A. A minimum of 80% of SafeCare® families who have completed the Safety module will show a reduction in Home Hazards from pre-service scores to post-service scores.
- B. A minimum of 80% of SafeCare® families who have completed the Health module will show an improvement on Sick or Injured Child Checklist (SICC) scores from pre-service scores to post-service scores.
- C. A minimum of 80% of SafeCare® families who have completed the Parent/Infant Interaction module will show an improvement in Planned Activity Training (PAT) scores from pre-service scores to post-service scores.
- D. A minimum of 80% of SafeCare® families who have completed the Parent/Child Interaction module will show an improvement in Planned Activity Training (PAT) scores from pre-service scores to post-service scores.

## X. Reporting Requirements

### Monthly Reports

The DPH Nurse Coordinator will provide the following data directly to the FSSBA Program Manager by the 5<sup>th</sup> of each month:

1. Number of SafeCare® referrals received broken out by sources and YTD
2. Number of closed SafeCare® referrals and YTD
3. Number of SafeCare® referrals transitioned to an open SafeCare® case and YTD
4. Number of SafeCare® referrals transitioned to an open SafeCare®/DR case and YTD
5. Number of completed/closed SafeCare® cases and YTD
6. Ethnicity of both parent and child

FSSBA will combine this monthly data, along with data from their SafeCare® grant and the SafeCare® data from the Epiphany Center into one monthly report submitted to FCS. The FSSBA Program Manager will enter the information into CARBON by the 15<sup>th</sup> day of the month following the last day of the reporting period.

### Quarterly and Annual Reports

The DPH Nurse Coordinator will report the outcomes for Sections VIII and

IX on a quarterly and annual basis. The reported information should include the YTD progress toward meeting the indicated service and outcome objectives. The DPH Nurse Coordinator will enter the information into CARBON by the 15<sup>th</sup> day of the month following the last day of the reporting period.

Questions can be submitted to the following staff:

Liz Crudo, Program Manager at [Liz.Crudo@sfgov.org](mailto:Liz.Crudo@sfgov.org),  
Vanetta Dunlap, Senior Program Analyst at [Vanetta.Dunlap@sfgov.org](mailto:Vanetta.Dunlap@sfgov.org), and,  
Johanna Gendelman, Contract Manager at [Johanna.Gendelman@sfgov.org](mailto:Johanna.Gendelman@sfgov.org)

## **IX. Monitoring Activities**

- A. Program Monitoring: Program monitoring will include review of client eligibility, client files, case documentation, service delivery documentation, and back-up documentation for reporting progress towards meeting service and outcome objectives.
  
- B. Fiscal and Compliance Monitoring: Fiscal monitoring will include review of the Contractor's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring will include review of Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities Act, subcontracts, MOUs, and the current board roster and selected board minutes for compliance with the Sunshine Ordinance.

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: HUMAN SERVICES -- DSS

Dept. Code: DSS

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

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

Type of Service: Online Resource Directory for Department of Disability and Aging Services (DAS)

Funding Source: State, Local, Fed

PSC Amount: \$605,000

PSC Est. Start Date: 05/01/2022

PSC Est. End Date 04/30/2025

**1. Description of Work**

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

To provide an online resource directory (ORD) to help connect San Francisco older adults and adults with disabilities to services, resources, and providers citywide. The ORD will serve as a searchable repository of resources spanning a wide range of service domains, including healthcare, housing, caregiving assistance, public benefits, and social and recreational spaces.

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

There is a clear and evident gap in the San Francisco community of a singular and easy to use tool to both find and utilize local resources to address social needs. In 2018, the Department of Disability and Aging Services (DAS) completed a comprehensive needs assessment of the services offered to older adults and people with disabilities. During the data collection process, community stakeholders described the challenges of finding information regarding local services and supports. Several stakeholders expressed the need for an Online Resource Directory (ORD), including Community-Based Organizations (CBOs), health care providers, clinicians, staff, service providers and the community at large. Consequences of denial for this service would mean relying on a paper-only copy of the online resource directory which may be outdated, limited, or with incorrect information causing DAS clients, staff, and the public to miss out on available resources.

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. The resource list is currently a paper directory.

D. Will the contract(s) be renewed?

Yes. Depending on funding, need, and performance.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.  
not applicable

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

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

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

B. Explain the qualifying circumstances:

The city does not currently own a software solution for an online resource directory.

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

- A. Specify required skills and/or expertise: Creating IT based supportive systems is a very specialized service in programming and the expertise to integrate, manage, and support these systems requires specialized knowledge of the contracted system and compliance mandates. These tend to be proprietary business solutions that have been previously developed and are used by multiple agencies across many states and counties.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1053, IS Business Analyst-Senior; 1063, IS Programmer Analyst-Senior;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain:  
No.

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

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

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

- A. Explain why civil service classes are not applicable.  
These services are mostly proprietary business solutions that are used by multiple agencies across many states and counties in packages that utilize inter-county data reporting, sharing, and system-wide compliance updates at all levels. Creating IT based supportive systems for the HSA is a very specialized service and the expertise to integrate, manage, and support these systems requires specialized knowledge of the system.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No as the work needed would need to span and coordinate with multiple municipalities and/or the project is highly specialized and would best to be performed by an independent organization that has specific expertise with similar projects.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.  
Yes. Training is on the use of the final product for end-users. These are mostly online or in-application but can be intermittently on-site a few times per year as needed. End-users are HSA staff and others who work directly with HSA clients to through contracted services and programs.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
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 02/17/2022, the Department notified the following employee organizations of this PSC/RFP request:  
Architect & Engineers, Local 21; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21

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

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

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 42186 - 21/22

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 04/18/2022

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

**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [esperanza.zapien@sfgov.org](mailto:esperanza.zapien@sfgov.org)  
**To:** [@Zapien, Esperanza \(HSA\); Laxamana, Junko \(BOS\); amakayan@ifpte21.org; ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Acevedo, Annysse \(HSA\); DHR-PSCCoordinator, DHR \(HRD\)](mailto:Zapien, Esperanza (HSA); Laxamana, Junko (BOS); amakayan@ifpte21.org; ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Acevedo, Annysse (HSA); DHR-PSCCoordinator, DHR (HRD))  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 42186 - 21/22  
**Date:** Thursday, February 17, 2022 9:47:56 AM

---

RECEIPT for Union Notification for PSC 42186 - 21/22 more than \$100k

The HUMAN SERVICES -- DSS has submitted a request for a Personal Services Contract (PSC) 42186 - 21/22 for \$605,000 for Initial Request services for the period 05/01/2022 – 04/30/2025. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/17991> 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: Train control system procurement, design, and construction support

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

PSC Amount: \$28,115,000

PSC Est. Start Date: 02/01/2023

PSC Est. End Date: 02/01/2033

**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 will select a professional services consultant to provide technical assistance to the SFMTA for the duration of the project, and this contract will be extended through FY33 to support warranty. Technical consulting services are needed to support the procurement, design, engineering, contract administration, integration, construction management, deployment, and acceptance of a new CBTC system, through each planned phase. These services must be provided by a qualified professional services consultant with experience supporting public transit agencies in the procurement and delivery of specialized CBTC systems to public transit agencies.

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

As an agency, SFMTA will operate, configure, and maintain the new train control system. Staff have extensive experience using the existing train control system to smoothly provide transit services. However, replacing the existing system is a one-time capital project that will require comparative CBTC system expertise that the agency does not possess. A qualified professional services consultant will have worked with a variety of similarly sized transit agencies to procure new train control systems and support the design and delivery of the technology. The existing train control system in operation on Muni Metro was procured in 1994 so the agency will benefit from the support of a professional services consultant with modern expertise. Without this support, SFMTA will not have specialized expertise augmenting its staff when procuring and transitioning to the new CBTC 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.**

Pre-RFP project milestones have been supported by a professional services consultant providing similar expertise. Similar service contract has been provided through Personal Services Contract Approval # 44741-19/20.

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

No to obtain qualified professional consulting services for the Train Control Update Project, the SFMTA anticipates awarding one consulting contract with a base term of five years, and one option to extend the term for five 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.**

The Train Control Upgrade Project (TCUP) takes 10 years to complete all of the phases of installation. To obtain qualified professional consulting services for the TCUP, the SFMTA anticipates awarding one consultant contract with



a base term of five years, and one option to extend the term for five additional years.

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

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

- Short-term or capital projects requiring diverse skills, expertise and/or knowledge.
- Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).

B. Explain the qualifying circumstances:

A contract to support the procurement of 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 work cannot be delivered through internal capacity and must be provided by a firm with expertise in the procurement 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 selected consultant should have expertise supporting similarly sized transit systems through all phases of modern CBTC system procurement, design, and installation. Demonstrated experience with current train control technology, regulatory environments, and best practices for procurement, design, and construction will be key. Ideally, the selected consultant will have successfully provided technical services to agencies of similar size and complexity as the SFMTA. The consultant shall bring to the project CBTC experts in the fields of engineering, safety, operations, and performance management, who will advise the SFMTA and transfer CBTC-specific knowledge to SFMTA staff.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5201, Junior Engineer; 5203, Asst Engr; 5207, Assoc Engineer; 5211, Eng/Arch/Landscape Arch Sr; 5241, Engineer; 5502, Project Manager 1; 7287, Sprv Electronic Main Tech;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No

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

The City does not have an existing civil service classification dedicated to supporting the procurement, delivery, and integration of train control systems. Several attempts have been made to hire electrical engineers who already possess train control experience, and in each recruitment there were no applicants who indicated this experience on their resumes. The division will continue to try to hire staff with this experience; for example, in FY22 we plan to advertise two engineering positions which we hope will turn up candidates who have CBTC experience.

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

- A. Explain why civil service classes are not applicable.  
Supporting the procurement, delivery, and integration of train control systems is a specialty service that the City does not have staff with the experience necessary to provide. In addition, supporting the purchase of 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 support the purchase of train control systems within the SFMTA. In addition to the lack of ongoing need, there is simply a lack of train control expertise in the United States; very few people perform this work. Were the City to adopt a new civil service class, it is unlikely we would be able to fill the positions, based on our past attempts.

**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 perform informal, on the job training and knowledge transfer during the course of their regular work. The consultants will primarily be training project engineers. Number of hours is unspecified.

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. Several professional services consulting firms will likely respond to the contract RFP. The SFMTA has contracts with a number of possible bidders, including Parsons, WSP, Jacobs, Lea & Elliott, Systra, Auriga, etc. If one of those firms were to be selected, then the proposed work will be completed by a contractor that has a current personal services contract with the department.

**7. Union Notification:** On 01/20/2022, the Department notified the following employee organizations of this PSC/RFP request:  
Electrical Workers, Local 6; Prof & Tech Eng, Local 21

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

Name: 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# 44708 - 21/22

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 04/18/2022

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

## Nuque, Amy

---

**From:** dhr-psccordinator@sfgov.org on behalf of amy.nuque@sfmta.com  
**Sent:** Thursday, January 20, 2022 8:19 PM  
**To:** Nuque, Amy; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; amakayan@ifpte21.org; L21PSCReview@ifpte21.org; Nuque, Amy; dhr-psccordinator@sfgov.org  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 44708 - 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 44708 - 21/22 more than \$100k

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a request for a Personal Services Contract (PSC) 44708 - 21/22 for \$28,115,000 for Initial Request services for the period 02/01/2023 – 02/01/2033. 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/17882> 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

## Nuque, Amy

---

**From:** Nuque, Amy  
**Sent:** Thursday, February 24, 2022 2:45 PM  
**To:** Osha Ashworth  
**Subject:** PSC 44708 21/22 - waive 30 day union review  
**Attachments:** 01-20-22 Union Review.pdf; 44708 21-22 request.pdf

**Importance:** High

Hi Osha:

We would like to request for Local 6 to waive the 30 day Union review period for classification 7287 Supervising Electronic Maintenance Technician so that this will be included in the CSC 03/21/22 meeting.

I attached copy of information submitted to Drupal.

Thank you,

Amy Nuque  
HR ELR - PSC Coordinator



Office 4115-646-2802

San Francisco Municipal Transportation Agency  
1 South Van Ness Avenue, 6th floor  
San Francisco, CA 94103



**Confidentiality Notice:** The information contained in this electronic message may be confidential and may be subject to the attorney-client privilege and/or the attorney work product doctrine. This email message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and/or privileged information. Any review, use disclosure or distribution by persons or entities other than the intended recipient(s) is prohibited. If you are not the intended recipient, please notify the sender by reply and destroy all copies (electronic or otherwise) of the original message. Thank you.

# **Additional Attachment(s)**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: MUNICIPAL TRANSPORTATION AGENCY -- MTA Dept. Code: MTA

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

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

Type of Service: As Needed Specialized Engineering Service

Funding Source: Federal and Local Funds PSC Duration: 4 years 50 weeks
PSC Amount: \$15,000,000 PSC Est. Start Date: 01/01/2020 PSC Est. End Date: 12/15/2024

1. Description of Work

A. Scope of Work:

The consultant and its sub-consultant will provide specialized engineering services in a broad area of technical engineering disciplines to supplement the Transit Division staff in the procurement, rehabilitation, maintenance, and support of its Transit Vehicle Fleet, Transit Related Equipment, Maintenance of Way, Various Transit Systems and Facilities.

The San Francisco Municipal Transportation Agency (SFMTA) plans to award up to three contracts for these services to replace the existing As-Needed specialized engineering services for procurement of Rubber Tire Vehicles (Jacobs Engineering Inc.) and As-Needed specialized engineering services for procurement of New Light Rail Vehicles (Raul Bravo Associates Inc.). Each of the three contracts will be established for a period not to exceed five years, at a cost not to exceed \$5,000,000.

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

SFMTA needs to secure outside specialized engineering services on short notice to augment the skill set and resources level of in-house staff. This service is necessary to ensure that all vehicle procurement and rehabilitation projects meet original equipment manufacturer (OEM) specifications and SFMTA's requirements. Resident inspectors at the production plants are necessary to ensure that all required tests, measurements and quality control checkpoints are performed and documented to the satisfaction of SFMTA. The consultant will also help with the Federal Transit Administration (FTA) requirements for independent audits and cost analysis for all FTA funded project.

Denial of the request may affect the finished quality of the vehicles and related equipment and ultimately cause an

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.

A similar service contract has been provided in the past through Personal Service Contract # 4007-12/13

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

2. Union Notification: On 07/22/2019, the Department notified the following employee organizations of this PSC/RFP request: all unions were notified

\*\*\*\*\*

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 44741 - 19/20

DHR Analysis/Recommendation:

09/16/2019

Commission Approval Required

Approved by Civil Service Commission

DHR Approved for 09/16/2019

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

A. Specify required skills and/or expertise:

Experience, expertise, and knowledge in:

\* Electrical/Mechanical/Structural/Software/Systems engineering expertise on public transit vehicles including light rail vehicles, historic railcars, cable cars, hybrid buses, battery-electric buses, electric trolleybuses, and other transit vehicles.

\* Quality control and inspection along vehicle production lines.

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 yes, explain:

No

**4. Why Classified Civil Service Cannot Perform**

A. Explain why civil service classes are not applicable:

Civil Service Classes are not applicable because the City/SFMTA does not manufacture transit vehicles. The necessary engineering expertise requires working on a project involving transit vehicle procurement and rehabilitation, system designs, trackwork design, overhead contact system design, and special inspections. In addition, the services require special skills in system integration, California Public Utility Commission (CPUC) system safety certification, detailed vehicle inspections, FTA independent procurement audits and cost analysis.

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

No, it is not practical to adopt new civil-service classes that are not regularly used in these specialized areas.

**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?  YES  NO

There aren't civil-service classes that are regularly used in these specialize

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

F. Will the proposed work be completed by a contractor that has a current PSC contract with your department?  YES  NO

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD ON 08/26/2019 BY:

Name: Amy NUQUE Phone: 415-646-2802 Email: amy.nuque@sfmta.com

Address: 1 South Van Ness, 6th Floor San Francisco, CA 94103



PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH -- DPH

Dept. Code: DPH

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

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

Type of Service: Security Services at Public Health Clinics

Funding Source: General Fund

PSC Duration: 4 years 8 weeks

PSC Amount: \$6,000,000

**1. Description of Work**

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

The contractor will provide patient safety services, implementing a new security model designed to address racial disparities in patient safety and patient experience to support a welcoming and healing environment while maintaining safety for patients and staff. Client safety services are part of the Department's delivery of patient-centered services. Staff providing the services will be specifically trained in providing patient safety services following this model, including client greeting, navigation, and de-escalation. Safety Service staff must have both lived experience and good training and support which are essential to successfully providing services to our patients (e.g., lived experience with substance use disorders, housing instability, mental illness, and/or incarceration), and come from the patients' communities. In moving from a traditional security services to this new safety services model and to focus on providing effective patient safety services with minimal law enforcement personnel, DPH will work with the Sheriff's Department to re-assign the current 5.2 FTE (inclusive of backfill) of Sheriff Deputies (job classification 8304) from their present assignments in DPH community clinics to work in the community off-site, with availability to respond to clinic needs when called by clinic staff, which will be based on clear protocols. The services provided by 5.2 FTE of Sheriff Deputy will be provided by 4.4 FTE of community safety officers who would be stationed at the following DPH community clinic sites: Tom Waddell Urgent Care (to become Maria X Martinez Health Service Center), Tom Waddell Urban Health Clinic, Mission Mental Health Clinic and Behavioral Health Services at 1380 Howard Street. DPH Director of Security Basil Price has been in ongoing communication with Sheriff Paul Miyamoto to plan for this transfer of service provision. Once RFP is awarded and a contract executed a transition plan will be developed with sufficient time to ensure continuity of service. Please see attached current Letter Of Agreement (LOA) between the Department of Public Health (DPH) and the Sheriff's Department for additional detail.

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

DPH reviews its security policies and practices on an ongoing basis in order to ensure that services at all DPH facilities create and maintain a safe, welcoming and healing environment. Recent reviews of its current security policies--including a review of available data and conversations with staff, managers, and the community--has shown that throughout DPH, Black African American and Latinx patients are more likely to have negative experiences with the current security services model, with services provided by City law enforcement. In addition, staff has expressed that their safety would be improved by having appropriately trained professionals onsite to prevent and de-escalate potential conflict, rather than to react when an incident occurs. Correcting this service provision approach is critical to our DPH mission to prioritize delivering clinically appropriate responses to incidents, providing equitable incident response, building a welcoming and safe environment for

patients and visitors, and responding swiftly and effectively to potentially dangerous incidents in a way that focuses on de-escalation and service recovery. Through its work with Community Based Organization (CBO)-operated contracted clinics in the community, the Department has seen the success of this safety services model with its focus on de-escalation and engagement in comparison to the law enforcement services now utilized at City-operated clinics. The strong positive results achieved have included a reduction in incidents (with some providers reporting experiencing zero incidents) and a reduction in the need for law enforcement involvement, in addition to positive staff responses and increased patient satisfaction.

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

No, these services will be based on a new model of providing clinic security services. DPH has received approval from the Board of Supervisors to contract out for these services under San Francisco Charter Section 10.104.15 ("Prop. J") and is developing a Request For Proposals (RFP) to solicit these services competitively.

D. Will the contract(s) be renewed?

Yes, depending on program evaluation and available funding.

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

not applicable

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

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

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

B. Explain the qualifying circumstances:

The City's hiring process does not factor in lived experience as qualifying experience. This makes it extraordinarily difficult to hire staff who reflect the communities served particularly with Black/African American and Latinx, people in recovery from substance use and people with histories of incarceration.

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

A. Specify required skills and/or expertise: Understanding of Trauma Informed Care and service provision; training and skill in de-escalation techniques and working with people who are actively using substances and with mental health issues; significant lived experience to provide concordance with patient populations served in one or more of the following areas: communities of color (Latin/x, Black/African American), communities/individuals impacted by substance use, having experienced unstable housing or homelessness, incarceration or member of another community disproportionately impacted by violence at the hands of law enforcement.

B. Which, if any, civil service class(es) normally perform(s) this work? 2587, Health Worker 3; 8300, Sheriff's Cadet; 8304, Deputy Sheriff;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Contract staff will be deployed to provide safety services at five higher-risk primary care

and behavioral health clinics during regular clinic business hours. Workspaces/podiums already at these locations. Other equipment (cell phone, pager, uniform, etc.) to be provided by contractor).

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

There are no current appropriate job classes nor existing contracts within the CCSF to provide these services other than through the Sheriff's Department, who is currently providing similar services but without the emphasis on creating a welcoming healthcare environment, de-escalation and navigation.

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

A. Explain why civil service classes are not applicable.

DPH's review of its security policies, data, and discussion with staff show that Black/African American and Latinx patients are more likely to have negative experiences with the current security services model. Staff have expressed that their safety would be improved by having appropriately trained professionals onsite to prevent and de-escalate potential conflict. It is critical to correct the provision of security services in order to fulfill our mission to deliver clinically appropriate and equitable incident response, to have a welcoming and safe environment for patients and visitors, and to respond swiftly and effectively to potentially dangerous incidents while focusing on de-escalation and service recovery. There are no appropriate job classes to provide these services, as the hiring process does not factor in lived experience as qualifying experience. This makes it extraordinarily difficult to hire staff who reflect the communities served, particularly Black/African American and Latinx people, people in recovery from substance use and people with histories of incarceration.

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. While it may be possible to create and adopt a new civil service class, there are significant obstacles including the amount of time necessary and the current backlog in DPH Human Resources. There are also significant challenges and time to adapt the HR system to calibrate a new set of criteria to determine qualifications for this kind of service. There are a number of existing community providers that could apply to provide this service in a timely way.

**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 there is no formal training of civil service staff under this PSC, there may be opportunities for knowledge transfer.

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:  
Deputy Sheriff's Association; 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: Kelly Hiramoto Phone: 415-255-3492 Email: kelly.hiramoto@sfdph.org

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 43233 - 21/22

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 04/18/2022

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

## Receipt of Notice for new PCS over \$100K PSC # 43233 - 21/22

dhr-psccordinator@sfgov.org <dhr-psccordinator@sfgov.org>

on behalf of

kelly.hiramoto@sfdph.org <kelly.hiramoto@sfdph.org>

Fri 1/21/2022 3:36 PM

To: Hiramoto, Kelly (DPH) <kelly.hiramoto@sfdph.org>; Laxamana, Junko (BOS) <junko.laxamana@sfgov.org>; sarah.wilson@seiu1021.org <sarah.wilson@seiu1021.org>; Sandeep.lal@seiu1021.me <Sandeep.lal@seiu1021.me>; Leah.Berlanga@seiu1021.org <Leah.Berlanga@seiu1021.org>; Frigault, Noah (HRC) <noah.frigault@sfgov.org>; Meyers, Julie (HSA) <Julie.Meyers@sfgov.org>; thomas.vitale@seiu1021.org <thomas.vitale@seiu1021.org>; Ricardo.Lopez@sfgov.org <Ricardo.Lopez@sfgov.org>; Basconcillo, Katherine (PUC) <kbasconcillo@sfgov.org>; pcamarillo\_seiu@sbcglobal.net <pcamarillo\_seiu@sbcglobal.net>; Wendy.Frigillana@seiu1021.org <Wendy.Frigillana@seiu1021.org>; pscreview@seiu1021.org <pscreview@seiu1021.org>; ted.zarzecki@seiu1021.net <ted.zarzecki@seiu1021.net>; davidmkersten@gmail.com <davidmkersten@gmail.com>; xiumin.li@seiu1021.org <xiumin.li@seiu1021.org>; Poon, Sin Yee (HSA) <sin.yee.poon@sfgov.org>; david.canham@seiu1021.org <david.canham@seiu1021.org>; jtanner940@aol.com <jtanner940@aol.com>; kennethlomba@gmail.com <kennethlomba@gmail.com>; ecdemvoter@aol.com <ecdemvoter@aol.com>; Hale, Jacquie (DPH) <jacquie.hale@sfdph.org>; DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>

RECEIPT for Union Notification for PSC 43233 - 21/22 more than \$100k

The PUBLIC HEALTH -- DPH has submitted a request for a Personal Services Contract (PSC) 43233 - 21/22 for \$6,000,000 for Initial Request services for the period 05/01/2022 – 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/17037> 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)**

# LETTER OF AGREEMENT (LOA)

## FOR SECURITY SERVICE BY THE SAN FRANCISCO SHERIFF'S OFFICE FOR THE DEPARTMENT OF PUBLIC HEALTH

This is an agreement entered into by and between the City and County of San Francisco's Sheriff's Office (SHF) and the Department of Public Health (DPH).

SHF and DPH desire to work cooperatively to ensure safe and secure operations at DPH facilities.

DPH is responsible for the cost of security services provided by the SHF.

SHF has developed specialized training programs specific to health care facilities.

It is agreed as follows:

### I. TERM OF AGREEMENT

- A. **Effective Date** – This Agreement shall be effective July 1, 2020 and will be in full force and effective until terminated as set forth per section 1.3 of this document.
- B. **Retroactivity** – As a matter of convenience to the parties, this Agreement may be approved retroactively by joint consent.
- C. **Termination** – In the event either party elects to terminate this Agreement that party shall give written notice. In no instance shall termination be earlier than six months from the date of notice unless mutually agreed upon by both parties.
- D. **Expiration Date** – This Agreement will expire on June 30, 2021.

### II. LOA Oversight

#### A. The Role of the Director of Public Health and the Sheriff

1. The Director of Public Health and the Sheriff are responsible for oversight of this LOA. They agree to meet on a regular basis to discuss the provision of security, public safety, and law enforcement services, issues and concerns of either department regarding these services, budget and expenditures for these services, and events that impact both departments. The Director of Public Health shall appoint a DPH Director of Security Services who is responsible for the day-to-day oversight of this LOA and for ensuring that the public safety, security and law enforcement needs of DPH are being met by the SHF.
2. The Director of Public Health and Sheriff are the appointing officers of their respective departments. Accordingly, each is responsible for the hiring, training, evaluation, assignment, retention, and discipline of personnel in their respective departments.
3. The Direct of Health and the Sheriff shall consult with one another when making appointments to leadership positions that will have responsibility for carrying out the obligations and commitments set forth in this LOA. The departments agree



that the mutual confidence of the leadership positions appointed by the other department is key to the success of this LOA.

4. The Director of Public Health and the Sheriff will advise one another of issues that arise related to the services provided pursuant to this LOA that result in contact from the media or, could reasonably result in inquiries from the media, and will consult with one another prior to making statements to the media regarding such matters. Neither party shall restrict the right of the other within the constraints of the law from contact with the media.

## **B. SHF Management Team**

1. The Sheriff shall appoint a Commanding Officer to manage security, public safety, and law enforcement services at sites under DPH control.
2. The role of the Commanding Officer shall include the following:
  - a. Managing the SHF security and law enforcement services at DPH, including problem resolution, operational effectiveness, identifying cost-savings opportunities, and preparing post orders;
  - b. Making regular hospital and clinical rounds to sollicit feedback regarding security services;
  - c. Implementing and maintaining a culture of “community policing” among SHF staff assigned to DPH;
  - d. Reviewing and sharing building plans for new construction and renovations for security issues such as accessibility, alarms, lighting and landscaping;
  - e. Notifying the DPH Director of Security Services, within no more than twenty-four hours, of any incident that:
    - i. Must be reported to the California Department of Public Health by DPH
    - ii. Put patients, visitors or staff at risk of eminent danger
    - iii. Has reasonable likelihood of resulting in inquiries from the media.
  - f. Ensuring compliance with the SHF Standard Operating Procedures.
3. The Sheriff (or designee) shall inform the Director of Public Health (or designee) in advance, if possible, of any temporary on-site change in command lasting more than five business days.
4. In addition to the Commanding Officer, the SHF Management Team shall include other ranking shift supervisors assigned by the Commanding Officer.
5. The SHF shall provide adequate supervision to ensure that it meets DPH’s identified needs and the accountability of its personnel to maintain the public trust and security of DPH sites. This includes but is not limited to:
  - a. Overseeing security and law enforcement operations;
  - b. Reviewing daily activity reports and incident reports;
  - c. Making regular rounds to ensure staff compliance with their post orders;
  - d. Responding to all security and law enforcement related emergencies and coordinating communications with the SHF Commanding Officer and the DPH Director of Security Services;
  - e. Conducting quarterly proficiency security-related response drills;

- f. Conducting annual competency assessments for all SHF staff assigned to DPH;
  - g. Implementing training in alignment with DPH's Emergency Preparedness Plans and Disaster Committee Policies and Procedures;
  - h. Conducting training that focuses on defusing aggressive behavior; and
  - i. Ensuring that all SHF staff assigned to DPH are adequately trained in security and law enforcement matters and to the needs and regulatory requirements of the DPH site to which they are assigned.
6. The SHF Management Team, as directed by the Commanding Officer, shall manage SHF security, public safety and law enforcement operations at sites under DPH control in a manner consistent with the activities of a healthcare environment, including, but not limited to the DPH Security Management Plan, standards established by the Joint Commission on Accreditation of Healthcare Organizations, Title 22 of the California Code of Regulations, and the Conditions of Participation for Medicare and Medicaid Services.
  7. The Commanding Officer or designee shall attend and participate in the Zuckerberg San Francisco General Hospital (ZSFGH) and Laguna Honda Hospital (LHH) Committees set forth in Attachment F and as otherwise reasonably requested.
  8. The SHF Management Team shall have offices located at ZSFGH, LHH, and at least one other site for clinic operations as mutually agreed. Team headquarters shall be at ZSFGH or the immediate vicinity thereof.
  9. All members of the SHF Management Team shall complete the International Association for Healthcare Safety and Security's Basic and Supervisor Training Courses.

**C. DPH Director of Security Services**

1. The role of the DPH Director of Security Services shall include the following:
  - a. Managing DPH private security contracts and coordinating implementation of this LOA with the SHF.
  - b. Ensuring that DPH staff are trained to follow established policies and procedures and to comply with regulatory requirements;
  - c. Managing ZSFGH work order budget and recommending strategies for reducing costs and improving services;
  - d. Overseeing and maintaining security technology and equipment such as access control systems, closed circuit TV cameras, door alarms, and panic alarms;
  - e. Tracking, analyzing, and reporting on security incidents and recommending improvements;
  - f. Reviewing and sharing building plans for new construction and renovations for security issues such as accessibility, alarms, lighting and landscaping;
  - g. Ensuring that annual safety and security risk assessments are completed;
  - h. Evaluating the SHF's performance under this LOA pursuant to the Performance Metrics set forth in Attachment B and reporting on such to the Director of Public Health; and

- i. Conducting annual financial audits, including staffing needs, and regular verifications of the work-order

#### **D. Collaboration Between the DPH Director of Security Services and the SHF Commanding Officer**

1. The Director of Security Services shall be responsible for the essential day to day working relationship with the SHF Commanding Officer. Together, they shall be responsible for establishing and maintaining the following:
  - a. Communication and mutual ownership for outcomes;
  - b. Identification and troubleshooting of emergent safety concerns;
  - c. Compliance with hospital regulatory standards and requirements;
  - d. Service level agreements, resources and performance metrics;
  - e. Clearly defined accountabilities and responsibilities;
  - f. Strategic and joint addressing of long-term and underlying safety conditions and solutions;
  - g. Customer service and professionalism of personnel providing safety and security services;
  - h. Creating a culture of safety and security; and
  - i. Implementation of mutually agreed upon recommendations in a timely and cost effective manner.
2. The DPH Director of Security Services and the SHF Commanding Officer shall meet at least every two weeks to review the status of DPH security activities.

### **III. Commitments and Responsibilities of SHF**

#### **A. General Duties**

1. SHF shall be responsible for the security of DPH premises and creating a culture of safety.
2. SHF shall assign SHF employees to DPH pursuant to the DPH Security Management Plan as set forth in Attachment A.
3. SHF shall comply with DPH policy and procedures, including those pertaining to patient and staff safety and patient confidentiality of Protected Health Information (PHI) as defined by the Health Insurance Portability and Accountability Act (HIPAA).
4. SHF shall assign a Training Coordinator to implement a training program to establish and maintain professional standards.
5. SHF shall conduct daily muster training with mandatory attendance.
6. SHF shall ensure that staff assigned to work at DPH sites complete mandatory DPH Orientation, SMART training, Infectious Disease Training on Universal Precautions, and Trauma Informed System (TIS) training within thirty (30) days of being assigned to DPH as invited and coordinated by DPH.
7. SHF shall ensure that staff assigned to DPH shall complete annual update training as identified and provided by DPH.

8. SHF shall respond to Code Green “missing at risk” patients.
9. SHF shall develop and maintain standard work processes to ensure all required documentation is completed thoroughly and accurately. This includes, but is not limited to, developing telephone scripts for radio telephone operators in the Sheriff’s Operation Center (SOC).
10. SHF shall assign a staff member, as a collateral duty, to assess operations in the Sheriff’s Operation Center (SOC) to identify opportunities for improvement and to ensure accuracy of record keeping.
11. A representative from SHF shall attend all DPH committees and task forces with security/law enforcement involvement, including those set forth in Attachment F.
12. An SHF Unit Commander, or his/her designee will investigate all reports that pertain to patient and staff safety as requested by DPH and will respond in writing to ZSFGH or LHH Risk Management within 15 days of receipt of the report.
13. The SHF shall ensure that SHF staff cooperate and participate in the preparations, surveys, and development of Plans of Corrections for surveys by health care oversight bodies including, but not limited to, the Center for Medicare and Medicaid Services, the California Department of Public Health, the Joint Commission, and other regulatory agencies.
14. SHF will work in good faith with DPH to develop a system to ensure that SHF staff at DPH are well matched to their specific, assigned post pursuant to the procedures described in the LOA and SHF Policy and Procedure. SHF staff assigned to DPH shall make arrangements to be introduced to the DPH Director of Security Services within thirty (30) days of their assignment.
15. SHF shall immediately inform the DPH Director of Security Services of any unusual incidents involving SHF staff including, but not limited to, allegations of the use of excessive force or the dereliction of duty, to the extent permissible by law.
16. SHF will not assign to DPH any staff who do not meet performance expectations as reasonably determined by the Sheriff and Director of Public Health pursuant to the terms of the LOA and SHF Policy and Procedure.
17. SHF and DPH may provide each other with opportunities to provide feedback regarding their respective employee’s performance.

**B. SHF Functions**

1. SHF shall perform the services set forth in the Security Management Plan (Attachment A).
2. SHF employees shall also perform the following functions:
  - a. Respond to public safety emergencies at sites under DPH control or sites to which SHF employees regularly assigned under DPH control are customarily dispatched during emergencies.

- b. Assists the SHF Management Team to carry out the responsibilities and commitments set forth in this LOA, and
- c. Provide such other services to DPH as the Sheriff and the Director of Public Health shall agree.

### **C. Complaints Involving SHF Employees**

1. SHF shall make good faith efforts to address the complaints provided by DPH leadership regarding DPH patients, visitors and staff and shall cooperate with DPH in resolving any such complaints in accordance with SHF Policy and Procedure.
2. Complaints received by DPH regarding SHF personnel assigned to sites under DPH control shall be given to the Commander or designee. If the complaint has the potential to lead to disciplinary action, that matter shall be investigated by the SHF Internal Affairs Unit, provided that an initial inquiry into the facts and circumstances of the complaint may be made by the SHF supervisor on duty at the time of the alleged incident leading to the complaint, and provided further that nothing herein shall be deemed to preclude the Chief Deputy of the Field Operations Division, the Undersheriff., or the Sheriff from determining, without investigation by the Internal Affairs Unit, that the complaint does not warrant disciplinary action against the accused employee.
3. Disclosure of the results of any such investigation shall be made pursuant to SHF Policy and Procedure and state law. The DPH Director of Security Services may request, and the Sheriff may grant, the opportunity to discuss the particulars of a complaint with the participating SHF supervisor or SHF investigator, provided that neither the supervisor nor the investigator shall disclose facts, circumstances, or conclusions beyond the particulars of the complaint investigated.

### **IV. Commitments and Responsibilities of DPH**

1. DPH shall work collaboratively with SHF to ensure a good working relationship between the departments and to create a culture of safety.
2. DPH shall work in good faith with SHF to develop search criteria for missing persons and DPH staff will actively participate in the search for missing persons when appropriate.
3. DPH shall provide space appropriate for SHF to perform security functions. This space shall include but shall not be limited to office space for a Commanding Officer and Watch Commander, a muster room, and a Sheriff Operations Center (SOC).
4. DPH shall work in good faith with SHF to ensure that current SHF staff receive mandated training and that each year annual trainings are provided on a timely basis.
5. DPH shall work in good faith with SHF to explore implementation of a computer aided dispatch system.

6. DPH shall provide SHF a list of committees for which SHF participation is required.
7. DPH shall have the right to recommend, in good faith, that an SHF employee has not met performance expectations and should not be assigned to work at DPH sites.

## **V. Performance Measures, Audit Criteria and Metrics**

1. DPH and SHF agree that this LOA shall be monitored by the establishment of performance measures, auditing and metrics. The performance measures, audit criteria, and metrics are set forth in Attachment B which is incorporated herein. DPH, in consultation with the SHF Leadership Team, may modify these performance measures, audit criteria and metrics at any time during the term of this LOA.
2. These performance measures, audit criteria and metrics shall be reviewed on a quarterly basis and the findings shall be reported to SHF and DPH leadership.
3. In the event that SHF fails to meet any of the metrics, the Director of Public Health and the Sheriff, or their designees, shall meet to discuss the reason that the metric wasn't met and to determine what corrective action should be taken.
4. If the parties are unable to agree upon corrective action, or if the performance metric is not met within thirty (30) days from the agreement on corrective action, the Director of Public Health shall have the right to terminate this LOA upon thirty (30) days written notice to the Sheriff.
5. If the Director of Public Health has concerns regarding the performance of the Commanding Officer, or if the Sheriff has concerns regarding the performance of the DPH Director of Security Services, then the Department with concerns shall notify the other Department of these concerns in writing. In such an event, the Sheriff and Director of Public Health shall meet within five calendar days after receipt of such notice to resolve the concerns.

## **VI. Finance Provisions**

### **A. Level of Service Agreements**

1. This LOA between DPH and SHF includes levels of service as detailed in Attachment C. Attachment C will be updated annually, by January 1<sup>st</sup> of each year, by the Director of Security Services, working with the SHF Commanding Officer.
2. The annual City budget, as approved by the Board of Supervisors, should reflect the cost of SHF security services for DPH as detailed in Attachment C. However, DPH and SHF understand that mitigating circumstances, including changes to security mandates, could result security services costs above or below what is reflected in the annual City budget.
3. Requests for security services outside of the scope of Attachment C must be directed through the following joint approval chain: DPH Director of Security Services, SHF Commanding Officer, DPH and SHF CFOs, the Sheriff and the

Director of Public Health. All service level change requests relative to Attachment C will be communicated, in writing, by the Director of Security Services to the SHF Commanding Officer.

## **B. Billing Terms, Verification and Reporting**

1. The SHF will bill DPH based on payroll actuals plus a training fee of five percent. This fee covers the cost of nine months of academy training which is required prior to coming a deputy. This fee also covers the cost of all City and State required annual training for deputies. In no case will the SHF bill over the projected DPH-total amount as detailed in Attachment A except where the overage is the result of a higher level of service as requested by DPH.
2. Costs will be charged to the division where services were provided and will be billed quarterly by SHF to DPH. Documentation from the City's financial system of record will be provided upon request as supporting documentation.
3. The SHF shall provide a monthly expenditure report with budgeted and actual staffing costs for each of the three service divisions: ZSFGH, LHH and Clinics. This report will also reflect staffing costs, if any, outside of these three divisions.
4. If there is a need for funding reallocations, both parties agree to meet and develop appropriate deployment and funding options. The Sheriff and Director of Public Health, or their designees, shall meet and reach an agreement upon a revised budget. The Director of Public Health retains final approval authority for funding decisions.

## **C. Supplies and Equipment**

1. DPH agrees to provide the following resources to support provision of SHF security services at DPH.
  - a. Purchase general office supplies including printer cartridges and paper for SHF staff working on site;
  - b. Fund the purchase, repairs, maintenance and replacement of equipment and supplies for use by SHF employees. Expenditures must be broken out by facility, approved in advance by the DPH Security Manager, and not to exceed \$10,000 annually unless otherwise reflected in the City's annual budget. Equipment provided shall be, but is not limited to, hand held security devices and mobile computing equipment for vehicles.
2. All other equipment and supplies will be provided by the SHF unless otherwise agreed to by both parties.

## **D. Unavailability of SHF Employees**

Employees who are unavailable to serve in their assignment to DPH for ninety (90) calendar days or more shall be transferred from Sheriff s DPH Patrol Unit and another staff will be assigned.

## **VII. Confidentiality of Patient Health Information**

1. SHF acknowledges that SHF employees will have access to patient health information, which is confidential and private under the Confidentiality of Medical

Information Act (California Civil Code §56, et seq.), Title 22 of the California Code of Regulations, Medicare and Medicaid Rules of Participation (42 C.F.R., §482.13), the Confidentiality of Alcohol and Drug Abuse Patient Records Act (42 C.F.R., Part 2), the Lanterman-Petris-Short Act (California Welfare and Institutions Code, §5328), California Health and Safety Code §120975, and the Health Insurance Portability and Accountability Act of 1996 9 45 C.F.R., Parts 160 and 164).

2. These statutes and regulations impose civil and criminal penalties for the wrongful disclosure of patient health information. Accordingly, the SHF agrees that SHF employees shall not be requested or required to disclose patient health information unless such disclosure is authorized by law.
3. In the event that DPH is fined by a regulatory agency for a privacy breach committed by a SHF employee, SHF shall reimburse DPH for the amount of the fine.

#### **VIII. Protection for Proceedings and Records of Medical Staff Committees Having Responsibility for Evaluation and Improvement of Quality Care**

1. California Evidence Code §1157 provides that neither the proceedings nor the records of organized medical staff committees having the responsibility for the evaluation and improvement of the quality of care shall be subject to discovery.
2. SHF acknowledges that SHF employees may be asked to attend such medical staff committee meetings to discuss specific incidents regarding patient care in which SHF employees were involved.
3. SHF employees may disclose to SHF Management Team the facts of specific incidents based solely on knowledge from their personal involvement. However, SHF agrees that SHF employees shall not be requested or required to disclose any information, including discussions, analysis, or conclusions, from such medical staff meetings.
4. Any questions regarding whether information may be disclosed by SHF shall be referred to the City Attorney's Office.

#### **IX. Risk Management**

1. The Commanding Officer or designee shall participate, as requested by DPH, in Sentinel Event Reviews and other risk management meetings held by DPH.
2. In the event that the purpose of any such meeting is to consider an issue involving an SHF employee(s), the SHF supervisor or Internal Affairs Investigator, at the request of DPH and with the consent of the Sheriff, may participate in such meeting.
3. SHF shall not disclose facts, circumstances, or conclusions beyond the particulars of the complaint investigated, nor shall such supervisor or investigator disclose any fact, circumstance, or conclusion deemed confidential by statute, or by the policies and procedures of the SHF, except as expressly authorized by the Sheriff.



4. The parties recognize that all risk management meetings are “medical staff committee meetings” within the meaning of Section VII above, and the confidentiality provisions of said section apply to such meetings.

#### **IX. Access to Information**

DPH shall provide SHF full access to all public information under DPH control and, except as excluded by the confidentiality requirements set forth in sections VI, VII and VIII above, all information, whether or not available to the public upon request, including all fiscal records, directives, correspondence, and other materials which affect law enforcement or other public safety operations at sites under DPH control.

#### **X. DPH Policies and Procedures**

SHF agrees that the Management Team and all other SHF employees assigned to work at sites under DPH control shall be subject to applicable DPH policies and procedures, provided that no such policy or procedure shall be construed to limit the authority of the SHF to exercise command and control of law enforcement and other public safety operations at such sites. In the event that a DPH policy or procedure conflicts with an SHF policy or procedure, the parties shall meet in good faith to resolve the conflict.

#### **XI. University of California, San Francisco Police Department (UCSF)**

The parties acknowledge that UCSF has a large presence on the ZSFGH campus. Approximately 3,500 UCSF employees and students are assigned to work at ZSFGH. Additionally, UCSF occupies approximately 160,000 square feet in ZSFGH buildings that are used as research facilities. Some of these research facilities are in space for which there are lease agreements between the Regents of the University of California and the City and County of San Francisco.

#### **XII. Notices**

All notices will be sent in writing to the SHF Commanding Officer and the DPH Director of Security Services with copies to the Sheriff and the Director of Public Health.

#### **XIII. Amendments**

1. This LOA may be amended at any time in writing signed by the Sheriff and the Director of Public Health.
2. DPH may unilaterally, after consultation with the SHF, revise the following:
  - a. The DPH Security Management Plan;
  - b. The Performance Measures, Audit Criteria, and Metrics; and
  - c. DPH committees that require SHF attendance and participation.

#### **XIII. Term and Termination**

This LOA shall be effective on the date set forth above and shall be for a term of three years, unless extended in writing by the Sheriff and the Director of Public

Health. Either party may terminate this agreement without cause by providing written notice to the other party no less than ninety (90) days prior to the end of a fiscal year.

This Letter of Agreement is approved and agreed upon by:

---

Paul Miyamoto  
Sheriff

---

Grant Colfax  
Director of Public Health

---

Date

---

Date

## **ATTACHMENTS**

Attachment A: Security Management Plan

Attachment B: Performance Measures, Audit Criteria, and Metrics

Attachment C: Scope of Service and Projected Annual Cost

Attachment D: Committees Requiring SHF Membership and Attendance

## ATTACHMENT B

### PERFORMANCE MEASURES, AUDIT CRITERIA, AND METRICS

Issues	Performance Measures	Audit Criteria	Metrics
Accuracy of dispatch logs	Dispatch logs will be reviewed for transcription accuracy	10 calls per shift will be randomly audited for accuracy of transcription	100% of records will be accurate
Staff Training	<p>SHF assigned to work at ZSFGH will complete mandatory Hospital Orientation and SMART training within 30 days of assignment.</p> <p>SHF will complete annual training updates by due dates</p> <p>SHF will implement a revised six-week training program to establish and maintain professional standards</p>	<p>Review of training logs maintained by the ZSFGH Dept. of Education and Training</p> <p>Review of training logs maintained by the ZSFG Education and Training</p>	<p>100% of all staff assigned to ZSFG will complete orientation and SMART training within 30 days of assignment.</p> <p>100% of staff will complete training by the due dates.</p> <p>All new employees will participate in 6 week training and be evaluated to ensure they meet standards set forth by the training program</p>
Participation in ZSFGH Committees	SHF will be active participants in hospital committees that hospital leadership deem appropriate	Review of Committee Attendance logs	100% attendance at all assigned committees

Effectiveness of emergency stairwell alarms	Staff members will utilize Miscellaneous Service Report (MSR) Card to document response to stairwell alarms. MSR cards will be filed daily and an activity log will be created at the end of each month.	Review of MSR Cards and Activity Log	100% completion of the MSR Cards and Activity Log
Response times for calls for assistance	All calls are logged for time of receipt and time of response	Response time data will be collected and reported to EOC	Target reductions will be applied to following year metrics.
Respond appropriately to requests for assistance as notified by hospital staff that an at-risk patient has been declared AWOL	Comply with ZSFG AWOL policy and procedures	All requests for assistance with AWOL patients will be reviewed for compliance with ZSFG policy and procedures	100% compliance.

## ATTACHMENT C: SCOPE OF SERVICE & PROJECTED ANNUAL COST

			Post Hours per Day							FY2020-21	FY2021-22
			Sun	Mon	Tue	Wed	Thu	Fri	Sat	Projection	Projection
<b>ZSFGH</b>											
Victor 00	1705	Dispatcher	-	8	8	8	8	8	8	\$110,167	\$115,665
Victor 00A	8300	SOC CALL TAKER	-	16	16	16	16	16	16	\$220,334	\$231,329
Victor 7	8300	Building 5 Lobby/1C1	16	16	16	16	16	16	16	\$308,467	\$323,861
Victor 8	8300	CADET RELIEF	16	16	16	16	16	16	16	\$308,467	\$323,861
Victor 9	8300	Behavioral Health	24	16	16	16	16	16	24	\$352,534	\$370,127
Victor 10	8300	Employee Escort	-	8	8	8	8	8	8	\$110,167	\$115,665
Victor 11	8300	Bldg 80	16	16	16	16	16	16	16	\$308,467	\$323,861
Victor 11A	8300	Bldg 90	-	16	16	16	16	16	-	\$220,334	\$231,329
Victor 12	8300	Maternal Child Health	24	24	24	24	24	24	24	\$462,700	\$485,791
Victor 13	8300	Maternal Child Health	-	-	-	-	-	-	-	\$0	\$0
Victor 14	8300	Cadet Relay / Stairwell Check	-	24	24	24	24	24	-	\$330,500	\$346,994
Victor 15	8300	ED Weapons Screening	24	24	24	24	24	24	24	\$462,700	\$485,791
Victor 16	8300	ED Weapons Screening	24	24	24	24	24	24	24	\$462,700	\$485,791
Victor 17	8300	Hospital Lobby - Building 25	24	24	24	24	24	24	24	\$462,700	\$485,791
Victor 18	8300	CHN Cadet	-	10	10	10	10	10	-	\$137,708	\$144,581
Victor 19	8300	ED Ambulance Area Cadet	24	24	24	24	24	24	24	\$462,700	\$485,791
Victor ESSC	8300	Security System Coordinator	-	-	-	-	-	-	-	\$0	\$0
Victor 00	8304	Deputy	24	16	16	16	16	16	24	\$810,867	\$851,386
Victor 1	8304	Bike Patrol	24	24	24	24	24	24	24	\$1,064,263	\$1,117,444
Victor 2	8304	ED Ambulance Area	16	16	16	16	16	16	16	\$709,509	\$744,962
Victor 3 (Bldg 5, 100, 3)	8304	PES	24	24	24	24	24	24	24	\$1,064,263	\$1,117,444
Victor 4 (Bldg 25, 30, 20/10)	8304	Foot Patrol	24	24	24	24	24	24	24	\$1,064,263	\$1,117,444
Victor 6 (ZSFG and DPH Clinics)	8304	Vehicle Patrol	16	16	16	16	16	16	16	\$709,509	\$744,962
Victor 20	8304	Relief Deputy	24	24	24	24	24	24	24	\$1,064,263	\$1,117,444
Victor 21	8304	Training	-	8	8	8	8	8	-	\$253,396	\$266,058
S/D Training Coord.	8304	Training Coordinator	-	8	8	8	8	8	-	\$253,396	\$266,058
Admin Sgt.	8308	Administrative Supervisor	-	-	-	-	-	-	-	\$0	\$0
Ops Supv.	8308	Operations Supervisor	8	16	16	16	16	16	8	\$863,766	\$906,986
Watch Commander	8310	Lieutenant	16	16	16	16	16	16	16	\$1,007,727	\$1,058,151
V300	8312	Captain	-	8	8	8	8	8	-	\$359,902	\$377,911
<b>Total Hours per Week / Projected Annual Cost</b>			<b>3066</b>							<b>\$13,945,771</b>	<b>\$14,642,479</b>
			Post Hours per Day							FY2020-21	FY2021-22
			Sun	Mon	Tue	Wed	Thu	Fri	Sat	Projection	Projection
<b>Laguna</b>											
Victor 40	8300	SOC Call Taker / Dispatcher	24	24	24	24	24	24	24	\$462,700	\$485,791
Victor 41	8300	Pavilion Lobby	24	24	24	24	24	24	24	\$462,700	\$485,791
Victor 42	8300	Administration Lobby	-	9	9	9	9	9	-	\$123,938	\$130,123
	8300	Cadet Relief	8	8	8	8	8	8	8	\$154,233	\$161,930
	8300	5th Floor Cadet	10	10	10	10	10	10	10	\$192,792	\$202,413
Victor 43	8304	Foot Patrol of Buildings	24	24	24	24	24	24	24	\$1,088,287	\$1,142,669
Victor 44	8304	Campus and DPH Clinics	24	24	24	24	24	24	24	\$1,088,287	\$1,142,669
Victor 100	8308	Watch Commander	24	16	16	16	16	16	24	\$1,151,688	\$1,209,315
Victor 101	8308	Unit Commander	-	8	8	8	8	8	-	\$359,902	\$377,911
<b>Total Hours per Week / Projected Annual Cost</b>			<b>1011</b>							<b>\$5,084,528</b>	<b>\$5,338,613</b>
			Post Hours per Day							FY2020-21	FY2021-22
			Sun	Mon	Tue	Wed	Thu	Fri	Sat	Projection	Projection
<b>Clinics</b>											
Victor 30	8304	Current Sector Car - Clinic Wide	-	8	10	10	10	10	-	\$236,904	\$248,760
Victor 50	8304	Tom Wadell 50 Ivy	-	8	8	8	8	8	9	\$244,385	\$256,615
Victor 51	8304	DPH Admin Bldg / Mobile Support SOMA	-	16	16	16	16	16	-	\$398,996	\$418,964
Victor 52	8304	Potrero Hill Health Center	-	-	-	-	-	-	-	\$0	\$0
Victor 53	8304	Southeast Health Center	-	8	8	8	8	8	-	\$199,498	\$209,482
Victor 54	8304	Mission Mental Health Center	-	8	8	8	8	8	-	\$199,498	\$209,482
Victor 55	8304	230 Golden Gate/ Tenderloin Support	-	10	10	10	10	10	-	\$249,373	\$261,853
Victor 56	8304	SOMA Mental Health Center	-	8	8	8	8	8	-	\$199,498	\$209,482
Victor 57	8304	OMI Mental Health Center	-	-	-	-	-	-	-	\$0	\$0
Victor 58	8304	Chinatown Mental Health Center	-	-	-	-	-	-	-	\$0	\$0
Victor 59	8304	Mission-Castro Health Center	-	13	13	8	8	8	-	\$244,385	\$256,615
Victor 60	8304	BHS Admin Bldg/1380 Howard Street	-	9	9	9	9	9	-	\$224,435	\$235,667
Victor 61	8304	Maxine Hall Health Center	-	-	-	-	-	-	-	\$0	\$0
Victor 62	8304	Mobile Support/ Relief (Citywide)	-	-	-	-	-	-	-	\$0	\$0
Ongoing Additional	8304	1171 Mission - Respite & Sobering Center	-	-	-	-	-	-	-	\$0	\$0
Victor 100	8205	Clinic Supervisor	-	8	8	8	8	8	-	\$359,902	\$377,911
<b>Total Hours per Week / Projected Annual Cost</b>			<b>480.5</b>							<b>\$2,556,874</b>	<b>\$2,684,832</b>
<b>Total Hours per Week / Projected Annual Cost</b>			<b>4558</b>							<b>\$21,587,174</b>	<b>\$22,665,924</b>

## **ATTACHMENT D: Committees Requiring SHF Membership and Attendance**

SHF leadership will participate as regular members and will attend the following ZSFGH committees:

- Environment of Care Committee
- Violence Prevention Task Force
- Code Pink
- Code Green – Missing At Risk Task Force
- Disaster Committee
- Administrative Operations
- Employee Health and Safety Committee
- Hospital Leadership Security Meeting
- Management Forum
- Smoke Free Campus

On an as-needed basis, SHF leadership will attend meetings of other ZSFGH committees, including but not limited to:

- Quality Council
- Executive Staff
- Medical Executive Committee
- Joint Conference Committee
- Nursing Executive Committee
- Risk Management / Sentinel Event Review Committee

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH -- DPH

Dept. Code: DPH

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

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

Type of Service: Specialized Services Pharmaceutical Equipment

Funding Source: General Funds

PSC Duration: 9 years 1 day

PSC Amount: \$25,000,000

**1. Description of Work**

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

The Contractor(s) will provide services in support of an integrated system of Automated Dispensing Cabinets (ADC) for pharmaceuticals and related pharmacy technology, which includes optional automated pharmaceutical carousels and pharmaceutical packaging equipment. Services shall include equipment manufacture and delivery, design/build engineering and construction services for a complete installation, permits, system implementation, end user training, equipment maintenance, software licensing and maintenance, full integration with the Department of Public Health's (DPH's) electronic health record system and other clinical applications, consulting services, and other services required to keep the system and leased equipment in good repair and fully functional. The design/build portion of the total contract is estimated at \$3.2 million, of which 15% is design and 85% is build.

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

The service is necessary to operate a modern integrated health network. The services will support a highly complex and integrated pharmaceutical distribution system, which will support the accurate and secure provision of pharmaceuticals to an acute care hospital, long-term care facility, jail health system, and community clinic network. These operations are heavily regulated by the federal and State governments, and quality patient care is directly dependent upon the highest quality operations. These services are required to ensure equipment and software applications remain secure and in good repair and that pharmacy staff and clinicians have unfettered access to critical information and databases. The required equipment and software is proprietary to the Original Equipment Manufacturer (OEM). DPH staff is limited in its ability to provide these services and cannot fully meet the needs of DPH Pharmacy. In addition, since the core equipment will be leased and not owned by the Department, the Department will be obligated to maintain the equipment per manufacturer standards through the term of the equipment lease. Denial of this request will dramatically inhibit DPH Pharmacy's ability to operate and will endanger DPH ability to provide high quality patient care.

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

The services are provided under an existing lease and equipment maintenance contract.

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

Yes.



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

The proposed PSC encompasses all services which are needed to execute an equipment lease and all related ancillary services for Automated Dispensing Cabinets (ADC) and related equipment for use in the pharmaceutical services unit across multiple operating units and facilities of the Department of Public Health. The length of time of the PSC is coterminous with the length of an operational lease agreement (including negotiated optional lease hold over terms) for the equipment. The term will allow the Department to align lease terms with anticipated technology life cycles and represents an anticipated lease payment schedule that will be fiscally responsible for the Department.

## 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:

Proprietary knowledge of equipment and software to support an integrated, high availability pharmaceutical distribution system; knowledge of up to date pharmaceutical industry standards, best practices and future trends, including regulatory and licensure issues; access to proprietary software including security patches, updates and upgrades; access to proprietary replacement parts needed for equipment repair. For the Design / Build services, hospital design & construction experience permitted by the Office of Statewide Health Planning and Development, such as cabinet anchorage & emergency power, for installations in hospital buildings.

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

- A. Specify required skills and/or expertise: Proprietary knowledge of equipment and software to support an integrated, high-availability pharmaceutical distribution system; knowledge of up-to-date pharmaceutical industry standards, best practices and future trends, including regulatory and licensure issues; access to proprietary software, including security patches, updates and upgrades; access to proprietary replacement parts needed for equipment repair; for the design/build services, experience in hospital design and construction permitted by the Office of Statewide Health Planning and Development (OSHPD) (such as cabinet anchorage and emergency power) for installations in hospital buildings.

- B. Which, if any, civil service class(es) normally perform(s) this work? 1042, IS Engineer-Journey; 1043, IS Engineer-Senior; 1044, IS Engineer-Principal; 1052, IS Business Analyst; 1053, IS Business Analyst-Senior; 1054, IS Business Analyst-Principal; 1091, IT Operations Support Admin I; 1092, IT Operations Support Admin II; 1093, IT Operations Support Admin III; 1094, IT Operations Support Admin IV; 1095, IT Operations Support Admin V; 1824, Pr Administrative Analyst; 2409, Pharmacy Technician; 2450, Pharmacist; 2453, Supervising Pharmacist; 2454, Clinical Pharmacist; 5120, Architectural Administrator; 5174, Administrative Engineer; 5201, Junior Engineer; 5203, Asst Engr; 5207, Assoc Engineer; 5211, Eng/Arch/Landscape Arch Sr; 5241, Engineer; 5260, Architectural Assistant 1; 5261, Architectural Assistant 2; 5265, Architectural Associate 1; 5266, Architectural Associate 2; 5268, Architect; 0922, Manager I; 0923, Manager II; 0931, Manager III; 0932, Manager IV; 0933, Manager V; 1091, IT Operations Support Administrator I; 1092, IT Operations Support Administrator II; 1093, IT Operations Support Administrator III ; 1094, IT Operations Support Administrator IV ; 1094, IT

Operations Support Administrator IV ; 1095, IT Operations Support Administrator V;

- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. The contractor will provide an integrated, high availability, system that will include Automated dispensing cabinets and optional automated pharmaceutical carousels and pharmaceutical packaging equipment. Through a multiyear operational lease. In addition, the contractor(s) may also provide secure hosting services for any of the core and ancillary information systems required for the operation of the integrated system.

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

Medical equipment services such as these are currently provided by DPH for non-proprietary systems. In this case, the new equipment and software are proprietary to the equipment manufacturer and DPH staff are unable to provide the specialized information support services. In addition, since the proprietary equipment will be leased and not owned by the Department, it must be maintained per the manufacturer's directions and with the manufacturer's replacement parts throughout the term of the lease. DPH biomedical engineering staff do not have access to these proprietary processes, software and parts. The design and engineering services associated with the design/build portion of the work are currently provided by the Department of Public Works (DPW). DPW is the designated entity for design and construction contracting for DPH, as required by Chapter 6 of the San Francisco Administrative Code. DPW has been petitioned and does not have the design and engineering resources available at this time to respond to the accelerated schedule of this request. DPW has submitted requests to fill vacancies and new positions to respond to the needs of DPH in the future.

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

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

For the design/build portion of the project--including installation services--the work will be short-term and needed only during the installation phase. Ongoing services must be provided by the manufacturer of the equipment and or software and must conform to the original equipment manufacturer standards. Civil service staff are not available to respond to the accelerated schedule of the design/build portion of the project. However, they will provide oversight, management and inspection services.

- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. The services are proprietary to the OEM'S standards for its leased equipment. The Department will utilize DPH and DPW staff to perform services that do not require proprietary knowledge possessed only by the OEM of the leased equipment. Throughout the course of the system's lifespan, any available training by the OEM will be accessible to staff, as well as the opportunity for knowledge transferred from contractor(s) to staff so that day-to-day operations may can be performed by Department staff.

**6. Additional Information**

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

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

Yes. Training will be included when available to ensure staff is trained on system functions, operations, trouble-shooting and maintenance that is not proprietary to the OEM. Primary recipients of system training will be pharmacy, nursing and IT support staff.

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

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

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

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

**7. Union Notification:** On 01/21/2022, the Department notified the following employee organizations of this PSC/RFP request:  
Architect & Engineers, Local 21; Municipal Executive Association; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21; SEIU 1021 Miscellaneous; SEIU Local 1021; Teamsters, Local 856 Health Workers

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

Name: Kelly Hiramoto Phone: 415-255-3492 Email: kelly.hiramoto@sfdph.org

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 44627 - 21/22

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 04/18/2022

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

## Choi, Suzanne (HRD)

---

**From:** dhr-psccordinator@sfgov.org on behalf of kelly.hiramoto@sfdph.org  
**Sent:** Friday, January 21, 2022 5:28 PM  
**To:** Hiramoto, Kelly (DPH); mleach@ibt856.org; 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; amakayan@ifpte21.org; Laxamana, Junko (BOS); Criss@sfmea.com; camaguey@sfmea.com (contact); Christina@sfmea.com; staff@sfmea.com; ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Hale, Jacquie (DPH); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 44627 - 21/22

RECEIPT for Union Notification for PSC 44627 - 21/22 more than \$100k

The PUBLIC HEALTH -- DPH has submitted a request for a Personal Services Contract (PSC) 44627 - 21/22 for \$25,000,000 for Initial Request services for the period 02/01/2022 – 01/31/2031. 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/17884> 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 Department of Public Health**

Dr. Grant Colfax  
Director of Health

City and County of San Francisco  
London Breed  
Mayor

DATE: March 23, 2022  
TO: Suzanne Choi, PSC Coordinator, Human Resources/Citywide  
FROM: Kelly Hiramoto, PSC Coordinator, Department of Public Health  
RE: PSC 44627-21/22 Specialized Services Pharmaceutical Equipment

DocuSigned by:  
*Kelly Hiramoto*  
E4918F30E78146B...

This is to provide an explanation for our new request for approval of PSC 44627-21/22, Specialized Services Pharmaceutical Equipment, as required under Civil Service Commission policy:

“the first contract(s) under an approved PSC measured in terms of duration must be executed within one calendar year of the Commission meeting date at which the PSC was approved (or date of DHR approval, if it is an Expedited PSC). In the event that the department still wishes to contract out those personal services, but fails to execute a contract under the PSC within one year of approval, the department must submit a new request for PSC approval. Such request must include a copy of the previously approved PSC, and an explanation as to why the department was unable to execute a contract under that PSC within the one-year deadline.”

This new request replicates our earlier request for approval of PSC 43068-20/21, Specialized Services Pharmaceutical Equipment, approved by the Civil Service Commission on February 1, 2021. Unfortunately, we were not able to establish a contract during the first year of the approved duration of this PSC. In brief, development of the Request For Proposals (RFP) for these services and contractor selection and subsequent contract negotiations, including walk-throughs and facility evaluations, took longer than originally anticipated for this new and complicated project, which was, of course, also considerably affected by the need for the Department to prioritize responding to the COVID-19 pandemic.

Under this PSC, the contractor will provide services in support of an integrated system of Automated Dispensing Cabinets (ADC) for pharmaceuticals and related pharmacy technology including equipment manufacture and delivery, design/build engineering and construction services for a complete installation, permits, system implementation, end user training, equipment maintenance, software licensing and maintenance, full integration with the Department of Public Health's (DPH's) electronic health record system and other clinical applications, consulting services, and other services required to keep the system and leased equipment in good repair and fully functional.

We are happy to provide further information.

Attached: PSC 43068-20/21 and Notice of CSC approval of 2/1/21

## Hale, Jacquie (DPH)

---

**From:** dhr-psccordinator@sfgov.org  
**Sent:** Tuesday, February 02, 2021 11:04 AM  
**To:** mleach@ibt856.org; sarah.wilson@seiu1021.org; thomas.vitale@seiu1021.org; Sandeep.lal@seiu1021.me; leah.berlanga@seiu1021.org; Meyers, Julie (HSA); Ricardo.lopez@sfgov.org; Basconcillo, Katherine (PUC); pcamarillo\_seiu@sbcglobal.net; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; ted.zarzecki@seiu1021.net; davidmkersten@gmail.com; xiumin.li@seiu1021.org; Poon, Sin Yee (HSA); david.canham@seiu1021.org; jtanner940@aol.com; amakayan@ifpte21.org; Laxamana, Junko (BOS); Criss@SFMEA.com; camaguey@sfmea.com (contact); Christina@SFMEA.com; staff@SFMEA.com; ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Longhitano, Robert (DPH); Hale, Jacquie (DPH)  
**Subject:** Notice of Civil Service Action – PSC # Civil Service: 43068 - 20/21 -- 10/23/2020

The Commission adopted the following action at its meeting of February, 1, 2021:

Approved by Civil Service Commission of PSC# 43068 - 20/21, with no conditions with notice to the Office of the Controller and the Office of Contract Administration.

<http://apps.sfgov.org/dhrdrupal/node/15627>



PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH -- DPH

Dept. Code: DPH

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

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

Type of Service: Specialized Services Pharmaceutical Equipment

Funding Source: General Funds

PSC Duration: 9 years 1 day

PSC Amount: \$25,000,000

**1. Description of Work**

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

The Contractor(s) will provide services in support of an integrated system of Automated Dispensing Cabinets (ADC) for pharmaceuticals and related pharmacy technology, which includes optional automated pharmaceutical carousels and pharmaceutical packaging equipment. Services shall include equipment manufacture and delivery, design/build engineering and construction services for a complete installation, permits, system implementation, end user training, equipment maintenance, software licensing and maintenance, full integration with the Department of Public Health's (DPH's) electronic health record system and other clinical applications, consulting services, and other services required to keep the system and leased equipment in good repair and fully functional. The design/build portion of the total contract is estimated at \$3.2 million, of which 15% is design and 85% is build.

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

The service is necessary to operate a modern integrated health network. The services will support a highly complex and integrated pharmaceutical distribution system, which will support the accurate and secure provision of pharmaceuticals to an acute care hospital, long-term care facility, jail health system, and community clinic network. These operations are heavily regulated by the federal and State governments, and quality patient care is directly dependent upon the highest quality operations. These services are required to ensure equipment and software applications remain secure and in good repair and that pharmacy staff and clinicians have unfettered access to critical information and databases. The required equipment and software is proprietary to the Original Equipment Manufacturer (OEM). DPH staff is limited in its ability to provide these services and cannot fully meet the needs of DPH Pharmacy. In addition, since the core equipment will be leased and not owned by the Department, the Department will be obligated to maintain the equipment per manufacturer standards through the term of the equipment lease. Denial of this request will dramatically inhibit DPH Pharmacy's ability to operate and will endanger DPH ability to provide high quality patient care.

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

The services are provided under an existing lease and equipment maintenance contract.

D. Will the contract(s) be renewed?

Yes.

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

The proposed PSC encompasses all services which are needed to execute an equipment lease and all related ancillary services for Automated Dispensing Cabinets (ADC) and related equipment for use in the pharmaceutical services unit across multiple operating units and facilities of the Department of Public Health. The length of time of the PSC is coterminous with the length of an operational lease agreement (including negotiated optional lease hold over terms) for the equipment. The term will allow the Department to align lease terms with anticipated technology life cycles and represents an anticipated lease payment schedule that will be fiscally responsible for the Department.

**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:

Proprietary knowledge of equipment and software to support an integrated, high availability pharmaceutical distribution system; knowledge of up to date pharmaceutical industry standards, best practices and future trends, including regulatory and licensure issues; access to proprietary software including security patches, updates and upgrades; access to proprietary replacement parts needed for equipment repair. For the Design / Build services, hospital design & construction experience permitted by the Office of Statewide Health Planning and Development, such as cabinet anchorage & emergency power, for installations in hospital buildings.

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

A. Specify required skills and/or expertise: Proprietary knowledge of equipment and software to support an integrated, high-availability pharmaceutical distribution system; knowledge of up-to-date pharmaceutical industry standards, best practices and future trends, including regulatory and licensure issues; access to proprietary software, including security patches, updates and upgrades; access to proprietary replacement parts needed for equipment repair; for the design/build services, experience in hospital design and construction permitted by the Office of Statewide Health Planning and Development (OSHPD) (such as cabinet anchorage and emergency power) for installations in hospital buildings.

B. Which, if any, civil service class(es) normally perform(s) this work? 1042, IS Engineer-Journey; 1043, IS Engineer-Senior; 1044, IS Engineer-Principal; 1052, IS Business Analyst; 1053, IS Business Analyst-Senior; 1054, IS Business Analyst-Principal; 1091, IT Operations Support Admin I; 1092, IT Operations Support Admin II; 1093, IT Operations Support Admin III; 1094, IT Operations Support Admin IV; 1095, IT Operations Support Admin V; 1824, Pr Administrative Analyst; 2409, Pharmacy Technician; 2450, Pharmacist; 2453, Supervising Pharmacist; 2454, Clinical Pharmacist; 5120, Architectural Administrator; 5174, Administrative Engineer; 5201, Junior Engineer; 5203, Asst Engr; 5207, Assoc Engineer; 5211, Eng/Arch/Landscape Arch Sr; 5241, Engineer; 5260, Architectural Assistant 1; 5261, Architectural Assistant 2; 5265, Architectural Associate 1; 5266, Architectural Associate 2; 5268, Architect; 0922, Manager I; 0923, Manager II; 0931, Manager III; 0932, Manager IV; 0933, Manager V; 1091, IT Operations Support Administrator I; 1092, IT Operations Support Administrator II; 1093, IT Operations Support Administrator III ; 1094, IT Operations Support Administrator IV ; 1094, IT Operations Support Administrator IV ; 1095, IT Operations Support Administrator V;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. The contractor will provide an integrated, high availability, system that will include Automated dispensing cabinets and optional automated pharmaceutical carousels and pharmaceutical packaging equipment. Through a multiyear operational lease. In addition, the contractor(s) may also provide secure hosting services for any of the core and ancillary information systems required for the operation of the integrated system.

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

Medical equipment services such as these are currently provided by DPH for non-proprietary systems. In this case, the new equipment and software are proprietary to the equipment manufacturer and DPH staff are unable to provide the specialized information support services. In addition, since the proprietary equipment will be leased and not owned by the Department, it must be maintained per the manufacturer’s directions and with the manufacturer’s replacement parts throughout the term of the lease. DPH biomedical engineering staff do not have access to these proprietary processes, software and parts. The design and engineering services associated with the design/build portion of the work are currently provided by the Department of Public Works (DPW). DPW is the designated entity for design and construction contracting for DPH, as required by Chapter 6 of the San Francisco Administrative Code. DPW has been petitioned and does not have the design and engineering resources available at this time to respond to the accelerated schedule of this request. DPW has submitted requests to fill vacancies and new positions to respond to the needs of DPH in the future.

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

A. Explain why civil service classes are not applicable.

For the design/build portion of the project—including installation services--the work will be short-term and needed only during the installation phase. Ongoing services must be provided by the manufacturer of the equipment and or software and must conform to the original equipment manufacturer standards. Civil service staff are not available to respond to the accelerated schedule of the design/build portion of the project. However, they will provide oversight, management and inspection services.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil

service class to perform this work? Explain. No. The services are proprietary to the OEM'S standards for its leased equipment. The Department will utilize DPH and DPW staff to perform services that do not require proprietary knowledge possessed only by the OEM of the leased equipment. Throughout the course of the system's lifespan, any available training by the OEM will be accessible to staff, as well as the opportunity for knowledge transferred from contractor(s) to staff so that day-to-day operations may can be performed by Department staff.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
Yes. Yes. Training will be included when available to ensure staff is trained on system functions, operations, trouble-shooting and maintenance that is not proprietary to the OEM. Primary recipients of system training will be pharmacy, nursing and IT support staff.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

**7. Union Notification:** On 10/23/2020, the Department notified the following employee organizations of this PSC/RFP request:

Architect & Engineers, Local 21; Municipal Executive Association; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21; SEIU 1021 Miscellaneous; SEIU Local 1021; Teamsters, Local 856 Health Workers

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

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

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 43068 - 20/21

DHR Analysis/Recommendation:

action date: 02/01/2021

Commission Approval Required

Approved by Civil Service Commission

02/01/2021 DHR Approved for 02/01/2021

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH -- DPH

Dept. Code: DPH

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

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

Type of Service: Radiation Safety Officer Services and Dosimetry Badges and Services

Funding Source: General Funds

PSC Duration: 5 years

PSC Amount: \$5,000,000

**1. Description of Work**

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

Contractor (s) shall provide the services of a Radiation Safety Officer (RSO) and shall also provide a full service dosimetry badge service for the Department of Public Health. For the services of the RSO the contractor shall prevent unnecessary exposure to ionizing radiation and when exposure is required the contractor shall ensure that necessary exposures are As Low As Reasonably Achievable (ALARA) for the given application. In addition, the RSO will be responsible for training, implementation and enforcement of all radiological rules and regulations at a given facility and will be responsible for all compliance related issues. For the dosimetry badge service, the contractor (s) shall provide the Department either through a rental / lease program or through direct purchase dosimetry badges to be used by the Department. In addition, the contractor (s) shall provide dosimetry badge service maintenance, reading, and interpretation services. The dosimetry badge service shall also provide a robust reporting system which shall comply with all mandated reporting requirements.

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

In order to maintain all licenses, the Department must provide both the RSO services as well as a dosimetry badge service. If the services are denied the Department will be unable to operate any radiological services.

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

The contracts have been provided under the purchase order / general services contract process administered by the Office of Contract Administration. Future contracts will be through the standard Professional Services contract process.

D. Will the contract(s) be renewed?

Yes.

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

not applicable

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

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

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

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

B. Explain the qualifying circumstances:

Short-term or capital projects requiring diverse skills, expertise and/or knowledge: The provision of radiation safety services are highly regulated and require highly experienced individuals that possess all required licenses. Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator): For the dosimetry services the contractor will provide dosimetry badges, and all of the equipment and services needed to maintain and monitor the badges.

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

- A. Specify required skills and/or expertise: For the Radiation Safety Officer individuals must meet the specifications of 10 Code of Federal Regulations (CFR) 35.50, "Training for Radiation Safety Officer and Associate Radiation Safety Officer. and must be certified by one of the approved certification board listed under 10 CFR 35.50(c)(1) (Attachment 1 to this PSC) and must meet the California requirements listed under Title 17 17 California Code Regulations (CCR) § 30333.07 (Attachment 2)
- B. Which, if any, civil service class(es) normally perform(s) this work? 5177, Safety Officer; 0943, Manager VIII;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes for the dosimetry services the contractor will provide dosimetry badges, and all of the equipment and services needed to maintain and monitor the badges.

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

The requested services are highly specialized and only found within organizations that have a need for radiation safety specialists. While there may be some similarities between departments with such needs there is no other department that staffs and operates Acute Care, Long-term care, and clinic based medical services with a robust radiological portfolio of medical services.

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

- A. Explain why civil service classes are not applicable.  
Civil service classes are not applicable. For the dosimetry services, it would be impractical for the City to acquire, maintain and monitor its own fleet of dosimetry badges as the Department would need to acquire its own specialized equipment and licensure to do so. For the RSO services the current director of radiology services (vacant) would perform certain parts of this role if the person possesses all of the highly specialized license requirements. There is a recruitment that is ongoing, however even when the position is filled, it would be beneficial to have additional as-needed consultative support for the new director in order to respond to any emerging issues and to assist the the new RSO in data to tasks.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. the work is as-needed and intermittent, and highly specialized especially for the dosimetry services which contemplates the contractor provided the required equipment.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.  
No. There is expectation of formal training from the contractors to City staff beyond general training in the basic use of dosimeters and how to distribute and return to the vendor. City staff will have the opportunity to learn current best practices on how to operate aspects of a radiation safety program.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

**7. Union Notification: On 02/14/2022, the Department notified the following employee organizations of this PSC/RFP**

request:

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

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

Name: Kelly Hiramoto Phone: 415-255-3492 Email: kelly.hiramoto@sfdph.org

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 45998 - 21/22

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 04/18/2022

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

## Receipt of Notice for new PCS over \$100K PSC # 45998 - 21/22

dhr-psccordinator@sfgov.org <dhr-psccordinator@sfgov.org>

on behalf of

kelly.hiramoto@sfdph.org <kelly.hiramoto@sfdph.org>

Mon 2/14/2022 4:09 PM

To: Hiramoto, Kelly (DPH) <kelly.hiramoto@sfdph.org>; WendyWong26@yahoo.com <WendyWong26@yahoo.com>; WendyWong26@yahoo.com <WendyWong26@yahoo.com>; tmathews@ifpte21.org <tmathews@ifpte21.org>; kschumacher@ifpte21.org <kschumacher@ifpte21.org>; pkim@ifpte21.org <pkim@ifpte21.org>; amakayan@ifpte21.org <amakayan@ifpte21.org>; L21PSCReview@ifpte21.org <L21PSCReview@ifpte21.org>; Laxamana, Junko (BOS) <junko.laxamana@sfgov.org>; Criss@sfmea.com <Criss@sfmea.com>; camaguey@sfmea.com (contact) <camaguey@sfmea.com>; Christina@sfmea.com <Christina@sfmea.com>; staff@sfmea.com <staff@sfmea.com>; Longhitano, Robert (DPH) <robert.longhitano@sfdph.org>; DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>

RECEIPT for Union Notification for PSC 45998 - 21/22 more than \$100k

The PUBLIC HEALTH -- DPH has submitted a request for a Personal Services Contract (PSC) 45998 - 21/22 for \$5,000,000 for Initial Request services for the

period 01/01/2022 – 12/31/2026. Notification of 30 days (60 days for SEIU) is

required.

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

verify receipt:

<http://apps.sfgov.org/dhrdrupal/node/17383> 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)**

[Home Table of Contents](#)**§ 30333.07. Radioactive Material Radiation Safety Officer Requirements.**

17 CA ADC § 30333.07

BARCLAYS OFFICIAL CALIFORNIA CODE OF REGULATIONS

Barclays Official California Code of Regulations [Currentness](#)

Title 17. Public Health

Division 1. State Department of Health Services

Chapter 5. Sanitation (Environmental)

Subchapter 4. Radiation

Group 3. Standards for Protection Against Radiation

Article 6. Special Requirements for Radiographic Operations in Industrial Radiography (Refs &amp; Annos)

17 CCR § 30333.07

**§ 30333.07. Radioactive Material Radiation Safety Officer Requirements.**

(a) For an individual to be a radiation safety officer (RSO) for a specific licensee, the individual shall:

(1) Meet the requirements of section 30333.05(a)(1). Possession of a provisional radiographer certificate issued pursuant to section 30335.4 is not acceptable for complying with this section. No more than 900 hours of experience as a radiographer using radiation machines may be counted toward meeting the 2,000 hours specified in section 30333.05(a)(1)(C); and

(2) Have completed 4,000 hours of experience using radioactive materials and experience in radiation protection activities such as developing or implementing procedures relating to the protection of workers and the public from radiation including the development or implementation of procedures for radiation surveys, leak testing of radioactive sources, assessment of dosimetry for radiation work, determination of necessary radiation shielding, review of survey, leak testing, and personnel dose measurements, training of personnel, use and maintenance of sealed sources and devices, monitoring of radiation emergency events, sealed source and device security, disposal of radioactive material, audits of radiographic operations, survey meter maintenance and calibration, and transportation of radioactive material.

(b) The RSO shall ensure that radiation safety activities are being performed in accordance with approved procedures, conditions of the licensee's license, and the requirements of this regulation in the daily operation of the licensee's radiation safety program. Designation of an RSO does not relieve the specific licensee of any of its responsibility for complying with the Act and this regulation.

Note: Authority cited: Sections 114975, 115000, 131050, 131051 and 131200, Health and Safety Code. Reference: Sections 114965, 114970, 115060 and 115235, Health and Safety Code.

**HISTORY**

1. New section filed 4-11-2008; operative 5-11-2008 (Register 2008, No. 15).

This database is current through 9/17/21 Register 2021, No. 38

17 CCR § 30333.07, 17 CA ADC § 30333.07

**END OF DOCUMENT**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH -- DPH

Dept. Code: DPH

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

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

Type of Service: Specialized Services in Support of Substance Use Disorder Programs and Research

Funding Source: General Fund, Grants, Prop C

PSC Duration: 4 years 26 weeks

PSC Amount: \$800,000

**1. Description of Work**

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

The contractor(s) will work on several projects in support of Substance Use Disorder initiatives. Initial projects will establish a sustainable system to estimate the number of people in the City and County of Francisco who are at active risk of an opioid overdose and support services for the Implementing Overdose Prevention Strategies at the Local Level (IOPSSL) program. For these initiatives the Contractor(s) will: Provide expertise in population size estimation methods; Work with the Substance Use Disorder team to build capacity to implement capture-recapture analysis to estimate the size of the non-injection drug users; Will prepare code for statistical software to implement the analysis, organize and interpret the results, and assist in drafting the report describing the results; Will direct the scientific study design, prepare and troubleshoot code for statistical analysis, and interpret and present results in a draft report; Will provide scientific oversight to the Substance Use Disorder team as they implement and interpret the capture-recapture analyses. For the IOPSSL program the Contractor (s) will create an integrated online data dashboard, and serve as subject matter experts to train Emergency Department staff, and advocate for substance use assessment and navigation in the 7 hospital emergency departments in San Francisco with the goal to greatly expand the number of individuals with substance use disorders who are linked to medication-assisted treatment and significantly reduce opioid overdoses in The City.

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

The services are necessary in order to estimate those at risk and to advance the overall goals of various Substance Use Disorder initiatives. If denied the City will be unable to have a scientifically based estimate of individuals who are at active risk of an opioid overdose and will not be able to expand the number of individuals with substance use disorders who are linked to medication-assisted treatment thereby will not be able to significantly reduce opioid overdoses in 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 are new services

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

Only if there is a continued need.

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

not applicable

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

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

- Short-term or capital projects requiring diverse skills, expertise and/or knowledge.
- Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).

B. Explain the qualifying circumstances:

The services are provided on an as-needed basis, intermittent, and requires the necessary knowledge, skills, experience to prepare code for statistical software to implement the analysis, organize and interpret the results, and assist in drafting the report describing the results. Contractor will direct the scientific study design, prepare and troubleshoot code for statistical analysis, and interpret and present results in a draft report. Contractor will provide scientific oversight to the Substance Use Disorder team as they implement and interpret the capture-recapture analyses. Contractor will also help troubleshoot technical problems as required.

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

A. Specify required skills and/or expertise: Contractor will provide expertise in population size estimation methods. Contractor will work with the Substance Use Disorder team to build capacity to implement capture-recapture analysis to estimate the size of the non-injection drug users. Using data from SFDPH's Coordinated Care Management System, Contractor will prepare code for statistical software to implement the analysis, organize and interpret the results, and assist in drafting the report describing the results. Contractor will direct the scientific study design, prepare and troubleshoot code for statistical analysis, and interpret and present results in a draft report. Contractor will provide scientific oversight to the Substance Use Disorder team as they implement and interpret the capture-recapture analyses. Contractor will also help troubleshoot technical problems. Contractor must also have specific skills in the area of the creation of data dashboards, and in the area of education, advocacy of medication-assisted treatment in hospital based emergency departments.

B. Which, if any, civil service class(es) normally perform(s) this work? 1091, IT Operations Support Admin I; 1092, IT Operations Support Admin II; 1093, IT Operations Support Admn III; 1094, IT Operations Support Admin IV; 1095, IT Operations Support Admin V; 1823, Senior Administrative Analyst; 1824, Pr Administrative Analyst; 2233, Supervising Physician Spec; 2802, Epidemiologist 1; 2803, Epidemiologist 2; 1091, IT Operations Support Administrator I; 1092, IT Operations Support Administrator II; 1093, IT Operations Support Administrator III ; 1094, IT Operations Support Administrator IV ; 1094, IT Operations Support Administrator IV ; 1095, IT Operations Support Administrator V;

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

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

The grant-funded services require a level of expertise and knowledge with complex statistical modeling for substance use disorders and medication assisted treatment that is not provided in current available City resources.

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

A. Explain why civil service classes are not applicable.

The services are provided on an as-needed basis, intermittent, and requires the necessary knowledge, skills, experience to prepare code for statistical software to implement the analysis, organize and interpret the results, and assist in drafting the report describing the results. Contractor will direct the scientific study design, prepare and troubleshoot code for statistical analysis, and interpret and present results in a draft report. Contractor will provide scientific oversight to the Substance Use Disorder team as they implement and interpret the capture-recapture analyses. Contractor will also help troubleshoot technical problems as 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. The services are as-needed, intermittent and will have a limited duration.

**6. Additional Information**

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

No.

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

Yes. Training will be given to Emergency Department staff of San Francisco Hospitals. Hospitals are both Public and Private. Training for Emergency Department staff (Doctors Nurses, and other clinicians), and advocacy services will focus on substance use assessment and navigation in the 7 hospital emergency departments in San Francisco with the goal to greatly expand the number of individuals with substance use disorders who are linked to medication-assisted treatment and significantly reduce opioid overdoses in The City.

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

No.

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

No.

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

No.

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

No.

**7. Union Notification:** On 02/14/2022, the Department notified the following employee organizations of this PSC/RFP request:

Architect & Engineers, Local 21; Physicians and Dentists - 11AA; 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: Kelly Hiramoto Phone: 415-255-3492 Email: kelly.hiramoto@sfdph.org

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 46129 - 21/22

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 04/18/2022

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

## Receipt of Notice for new PCS over \$100K PSC # 46129 - 21/22

dhr-psccordinator@sfgov.org <dhr-psccordinator@sfgov.org>

on behalf of

kelly.hiramoto@sfdph.org <kelly.hiramoto@sfdph.org>

Mon 2/14/2022 4:11 PM

To: Hiramoto, Kelly (DPH) <kelly.hiramoto@sfdph.org>; Laxamana, Junko (BOS) <junko.laxamana@sfgov.org>; amakayan@ifpte21.org <amakayan@ifpte21.org>; tjenkins@uapd.com <tjenkins@uapd.com>; jduritz@uapd.com <jduritz@uapd.com>; ecassidy@ifpte21.com <ecassidy@ifpte21.com>; WendyWong26@yahoo.com <WendyWong26@yahoo.com>; WendyWong26@yahoo.com <WendyWong26@yahoo.com>; tmathews@ifpte21.org <tmathews@ifpte21.org>; kschumacher@ifpte21.org <kschumacher@ifpte21.org>; kpage@ifpte21.org <kpage@ifpte21.org>; eerbach@ifpte21.org <eerbach@ifpte21.org>; pkim@ifpte21.org <pkim@ifpte21.org>; L21PSCReview@ifpte21.org <L21PSCReview@ifpte21.org>; Mach, Philip (DPH) <philip.mach@sfdph.org>; DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>

RECEIPT for Union Notification for PSC 46129 - 21/22 more than \$100k

The PUBLIC HEALTH -- DPH has submitted a request for a Personal Services Contract (PSC) 46129 - 21/22 for \$800,000 for Initial Request services for the period 07/01/2022 – 12/31/2026. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/17913> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions

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

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



PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION -- PUC

Dept. Code: PUC

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

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

Type of Service: As-Needed Environmental Services for the SFPUC

Funding Source: WSIP, SSIP, Water Enterprise, Wastewater E

PSC Duration: 7 years 1 day

PSC Amount: \$28,000,000

**1. Description of Work**

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

As-needed environmental analyses, studies, and reports; preparing resource agency documents/permits; environmental compliance support during construction; and providing specialized natural resource and other environmental expertise in support of the Sewer System Improvement Program (SSIP), and other Water, Wastewater, and Power Enterprise capital projects. The Proposer may also be called upon to provide other related environmental services during the term of the Agreement.

Undertake as-needed environmental analyses, surveys and reports required by California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA), and prepare documentation for resource regulatory agency permit applications, and perform environmental inspection and monitoring services during construction for compliance. Many of the projects will need specialized services in the relevant resource areas such as surveys and analyses in biology, cultural resources, water quality, air quality, and others.

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

The SFPUC capital projects for water, wastewater and power enterprises require additional short-term, specialized work and technical expertise to support the environmental and design phases. Without the information and recommendations generated by this specialized expertise, the environmental compliance and design phases can be delayed or stopped. This would mean that construction would be delayed or, if permits were not obtained, disallowed. In addition, the Planning Department requires an objective third-party to prepare certain environmental documents in compliance with CEQA, thus denial would not allow us to meet the requirements of CEQA.

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

As-Needed Environmental Services for the SFPUC are provided by PSC 35293-16/17 and PSC 4054-08/09

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.

A duration greater than 5 years is needed to continue receiving environmental analysis services, permitting support, and specialized environmental and other technical expertise for our capital projects. Many Environmental Impact Reports (EIRs) take a minimum of 3 years to complete and can take up to 6 years or more. The SFPUC is happy to report back to civil service in year 4 of the contract.

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

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

Immediately needed services to address unanticipated or transitional situations, or services needed to address emergency situations.

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

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

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 SFPUC capital projects require additional short-term, specialized work and technical expertise to support the environmental and design phases. Without the information and recommendations generated by this specialized expertise, the environmental compliance and design phases can be delayed or stopped. This would mean that construction would be delayed or, if permits were not obtained, disallowed. The services required are "as needed" rather than on a constant full-time basis, depending on the timing of capital projects undergoing planning and environmental review. Multiple projects can be underway at any given time resulting in peaks in workload. Some tasks to be conducted under this contract are needed due to insufficient staff available to conduct the work in-house since some staff have left the department. The Environmental Management Group is in the process of hiring more staff, and once they are hired, this work will go to EMG staff. Some tasks are required to be done by an outside, objective third-party as required by the Planning Department.

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

A. Specify required skills and/or expertise: Detailed knowledge of California Environmental Quality Act (CEQA) and National Environmental Protection Act (NEPA) statutes, regulations, and guidance; natural resource policy, planning, and management; comprehensive expertise in environmental disciplines (e.g. biology, geology, hydrology, natural resource economics, etc); survey protocols, mitigation, and environmental permitting/approval requirements; and expert environmental analysis and report writing skills.

B. Which, if any, civil service class(es) normally perform(s) this work? 2483, Biologist; 2484, Biologist III; 5260, Architectural Assistant 1; 5298, Planner 3-Environmental Review; 5299, Planner 4-Environmental Review; 5602, Utility Specialist;

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?**

Some tasks to be conducted under this contract are needed due to insufficient staff available to conduct the work in-house since some staff have left the department. The Environmental Management Group is in the process of hiring more staff, and once they are hired, this work will go to EMG staff. Also some tasks are required to be done by an outside, objective third-party as required by the Planning Department. In addition, some tasks require specialized expertise that are not available from City staff.

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

A. Explain why civil service classes are not applicable.

While civil service classes produce environmental related documentation, these classes do not have certain specialized training and expertise to do the work necessitated by multidisciplinary environmental work. These classifications are generalists, typically without the necessary expertise in specific disciplines (biology, cultural resources, geology, hydrology, air quality, noise, natural resource economics, etc.) and the in-depth knowledge of certain environmental planning, review and management activities.

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 class due to the specialized nature of the many environmental services required, combined with recognition that these services are required "as needed" rather than on a constant full-time basis.

**6. Additional Information**

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

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

No. There would be opportunities for consultant staff to provide training to City staff through knowledge transfer sessions including webinars, brown bag trainings at lunchtime, and training on new technologies, software or regulations, such as California Environmental Quality Act case law. This has been done successfully in the past. In addition, our last As-needed contracts including a training program given to over 165 SFPUC and PW staff on environmental review for capital projects.

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

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

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

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

**7. Union Notification:** On 02/23/2022, 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: Shawndrea Hale Phone: (415) 551-4540 Email: shale@sfgwater.org

Address: 525 Golden Gate Ave San Francisco, CA 94102

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 41646 - 21/22

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 04/18/2022

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

**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [shale@sfgwater.org](mailto:shale@sfgwater.org)  
**To:** [Hale, Shawndrea M.](mailto:Hale,Shawndrea.M.); [Laxamana, Junko \(BOS\)](mailto:Laxamana,Junko(BOS)); [WendyWong26@yahoo.com](mailto:WendyWong26@yahoo.com); [wendywong26@yahoo.com](mailto:wendywong26@yahoo.com);  
[tmathews@ifpte21.org](mailto:tmathews@ifpte21.org); [kschumacher@ifpte21.org](mailto:kschumacher@ifpte21.org); [pkim@ifpte21.org](mailto:pkim@ifpte21.org); [amakayan@ifpte21.org](mailto:amakayan@ifpte21.org);  
[L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org); [Hale, Shawndrea M.](mailto:Hale,Shawndrea.M.); [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 41646 - 21/22  
**Date:** Friday, February 18, 2022 3:35:54 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 41646 - 21/22 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 41646 - 21/22 for \$28,000,000 for Initial Request services for the period 07/01/2022 – 06/30/2029. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/17892> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT

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

# **Additional Attachment(s)**

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

Department: PUBLIC UTILITIES COMMISSIONDept. Code: PUCType of Request:  Initial  Modification of an existing PSC (PSC # 35293 - 16/17)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: As-Needed Environmental Services for the SFPUC (CS-242; CS-258)Funding Source: WSIP/ Non WSIP Capital ProjectsPSC Original Approved Amount: \$0PSC Original Approved Duration: 09/12/16 - 01/30/22 (5 years 20 weeks)PSC Mod#1 Amount: \$7,400,000PSC Mod#1 Duration: no duration addedPSC Mod#2 Amount: \$16,000,000PSC Mod#2 Duration: no duration addedPSC Mod#3 Amount: \$7,350,000PSC Mod#3 Duration: 01/31/22-02/15/24 (2 years 2 weeks)PSC Cumulative Amount Proposed: \$30,750,000PSC Cumulative Duration Proposed: 7 years 22 weeks**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

Contract work consists of as-needed environmental tasks for the SFPUC Water System Improvement Project (WSIP) and non-WSIP projects, such as providing specialized natural resource and environmental planning expertise and services; analysis, research, reports, studies and recommendations; and preparing regulatory documents/permits.

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

The regional and local WSIP and non-WSIP projects require additional short-term, specialized work and technical expertise to support the environmental and design phases. Without the information and recommendations generated by this specialized expertise, the environmental compliance and design phases can be delayed or stopped. This would mean that construction would be delayed or, if permits were not obtained, disallowed.

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

As-Needed Environmental Services for the SFPUC are provided by PSC 35293-16/17 and PSC 4054-08/09.

**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:**

A duration greater than 5 years is needed to continue receiving environmental analysis services,

permitting support, and specialized environmental and other technical expertise for our capital projects.

## 2. Reason(s) for the Request

A. Display all that apply

- Short-term or capital projects requiring diverse skills, expertise and/or knowledge.
- Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).

Explain the qualifying circumstances:

The City's civil service classes do not have the necessary specialized knowledge, expertise, and training that is needed for this project. Further, the services are required on an as-needed basis

B. Reason for the request for modification:

Modification No. 3 to PSC 35293-16/17 is requested to continue to provide environmental analyses, surveys, and reports, and prepare resource agency permit applications, to Sewer System Improvement Program, Hetchy System Improvement Program, and other capital projects from the Water, Wastewater, and Power Enterprises.

## 3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Detailed knowledge of California Environmental Quality Act (CEQA) and National Environmental Protection Act (NEPA) statutes, regulations, and guidance; natural resource policy, planning, and management; comprehensive expertise in environmental disciplines (e.g. biology, geology, hydrology, natural resource economics, etc); survey protocols, mitigation, and environmental permitting/approval requirements; and expert environmental analysis and report writing skills.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5260, Architectural Assistant 1; 5298, Planner 3-Environmental Review; 5299, Planner 4-Environmental Review; 5602, Utility Specialist;
- 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.

While civil service classes produce environmental-related documentation, these classes do not have certain specialized training and expertise to do the work necessitated by multidisciplinary environmental work. These classifications are generalists, typically without the necessary expertise in specific disciplines (biology, geology, hydrology, natural resource economics, etc.) and the in-depth knowledge of certain environmental planning, review and management activities.

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 class due to the specialized nature of the many environmental services required, combined with recognition that these services are required "as-needed" rather than on a constant full-time basis.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.  
There will be no training under this PSC.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
BASELINE(CS-242A)ESA/ORION(CS-242B) URS(CS-242C) RMC(CS-242D)

**7. Union Notification:** On 10/03/18, the Department notified the following employee organizations of this PSC/RFP request:  
Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21;

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

Name: Bill Irwin Phone: 415-934-3975 Email: wirwin@sfgwater.org

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 35293 - 16/17

DHR Analysis/Recommendation:  
Commission Approval Not Required  
Approved by DHR on 10/12/2018

Department: PUBLIC UTILITIES COMMISSION

Dept. Code: PUC

Type of Request:     Initial                     Modification of an existing PSC (PSC # 35293 - 16/17)

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

Type of Service: As-Needed Environmental Services for the SFPUC (CS-242)

Funding Source: WSIP/ Non WSIP Capital Projects

PSC Original Approved Amount: \$0

PSC Original Approved Duration: 09/12/16 - 01/30/22 (5 years 20 weeks)

PSC Mod#1 Amount: \$7,400,000

PSC Mod#1 Duration: no duration added

PSC Cumulative Amount Proposed: \$7,400,000

PSC Cumulative Duration Proposed: 5 years 20 weeks

**1. Description of Work**

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

Contract work consists of as-needed environmental tasks for the SFPUC Water System Improvement Project (WSIP) and non-WSIP projects, such as providing specialized natural resource and environmental planning expertise and services; analysis, research, reports, studies and recommendations; and preparing regulatory documents/permits.

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

The regional and local WSIP and non-WSIP projects require additional short-term, specialized work and technical expertise to support the environmental and design phases. Without the information and recommendations generated by this specialized expertise, the environmental compliance and design phases can be delayed or stopped. This would mean that construction would be delayed or, if permits were not obtained, disallowed.

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

This service is currently being provided via PSC No.35293-16/17 (CS-242).

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:

A duration greater than 5 years is needed to continue receiving environmental analysis services, permitting support, and specialized environmental and other technical expertise for our capital projects.

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

A. Display all that apply

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

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

Explain the qualifying circumstances:

The City's civil service classes do not have the necessary specialized knowledge, expertise, and training that is needed for this project. Further, the services are required on an as-needed basis

B. Reason for the request for modification:

The agreements are being amended to add capacity. The amendment to this PSC is to align the PSC amount and duration with the contract amount and duration.

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

- A. Specify required skills and/or expertise: Detailed knowledge of California Environmental Quality Act (CEQA) and National Environmental Protection Act (NEPA) statutes, regulations, and guidance; natural resource policy, planning, and management; comprehensive expertise in environmental disciplines (e.g. biology, geology, hydrology, natural resource economics, etc); survey protocols, mitigation, and environmental permitting/approval requirements; and expert environmental analysis and report writing skills.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5260, Architectural Assistant 1; 5298, Planner 3-Environmental Review; 5299, Planner 4-Environmental Review; 5602, Utility Specialist;
- 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.  
While civil service classes produce environmental-related documentation, these classes do not have certain specialized training and expertise to do the work necessitated by multidisciplinary environmental work. These classifications are generalists, typically without the necessary expertise in specific disciplines (biology, geology, hydrology, natural resource economics, etc.) and the in-depth knowledge of certain environmental planning, review and management activities.
- 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 class due to the specialized nature of the many environmental services required, combined with recognition that these services are required "as-needed" rather than on a consistent full-time basis.

**6. Additional Information**

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

7. **Union Notification:** On 02/02/17, the Department notified the following employee organizations of this PSC/RFP request:

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

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

Name: Shamica Jackson Phone: 415-554-0727 Email: SJackson@sfwater.org

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 35293 - 16/17

DHR Analysis/Recommendation:

03/20/2017

Commission Approval Required

Approved by Civil Service Commission with conditions

03/20/2017 DHR Approved for 03/20/2017

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION Dept. Code: PUC

Type of Request: [ ] Initial [x] Modification of an existing PSC (PSC # 4054-08/09)

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

Type of Service: As-needed Environmental Services for the SFPUC (CS-954)

Funding Source: WSIP/Non-WSIP Capital Projects

Table with 2 columns: PSC Original Approved Amount/Duration and PSC Mod# Amount/Duration. Rows include PSC Original, PSC Mod#1-4, and PSC Cumulative Amount/Duration Proposed.

1. Description of Work

A. Scope of Work:

Contract work consists of as-needed environmental tasks for the SFPUC Water System Improvement Project (WSIP) and non-WSIP projects, such as providing specialized natural resource, environmental, and environmental planning expertise and services; analysis, research, reports, studies and recommendations; and preparing regulatory documents/permits.

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

The regional and local WSIP and non-WSIP projects require additional short-term, specialized work and technical expertise to support the environmental and design phases. Without the information and recommendations generated by this specialized expertise, the environmental compliance and design phases can be delayed or stopped; thence construction would be delayed or, if permits were not obtained, disallowed.

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

This service is currently being provided by PSC No. 4054-08/09.

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

2. Union Notification: On 03/26/14, the Department notified the following employee organizations of this PSC/RFP request: Architect & Engineers, Local 21;

\*\*\*\*\*

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4054-08/09

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Not Required

Approved by DHR on 04/09/2014

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

Detailed knowledge of California Environmental Quality Act (CEQA) and National Environmental Protection Act (NEPA) statutes, regulations, and guidance; natural resource policy, planning, and management; comprehensive expertise in environmental disciplines (e.g., biology, geology, hydrology, natural resource economics etc.); survey protocols, mitigation, and environmental permitting/approval requirements; and expert environmental analysis and report writing skills.

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

5298,5299,5260,5602,

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:

While civil service classes produce environmental-related documentation, these classes do not have certain specialized training and expertise to do the work necessitated by multidisciplinary environmental. These classifications are generalists, typically without the necessary expertise in specific disciplines (biology, geology, hydrology, natural resource economics etc.) and the in-depth knowledge of certain environmental planning, review and management activities.

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

It would not be practical to adopt a new class due to the specialized nature of the many environmental services required, combined with recognition that these services are required "as-needed" rather than on a consistent, full-time basis.

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

YES    NO

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

B. Will the contractor train City and County employee?

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

D. Are there federal or state grant requirements regarding the use of contractual services?

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

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

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD ON 03/26/14 BY:

Name: Shamica Jackson Phone: 415-554-0727 Email: SJackson@sfgwater.org

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

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: Technical services related to proprietary software

Funding Source: PUC Operating

PSC Amount: \$1,513,612

PSC Est. Start Date: 06/01/2017

PSC Est. End Date 04/30/2027

**1. Description of Work**

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

ConserveTrack will provide initial production, back-up, and test environments for setting up its hosted software for SFPUC and, thereafter, as-needed software enhancements and end-user training. Although the nine year contract amount is for 1.5m, only \$300,000.00 relates to actual implementation, customization and as-needed end-user training services by ConserveTrack. The remaining relates to the maximum sum of the annual fees due by SFPUC to ConserveTrack to subscribe to its hosted software.

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

ConserveTrack is a database application designed to store, manage and analyze data related to the urban water conservation programs. ConserveTrack is proprietary software, licensed and maintained exclusively by ConserveTrack LLC. As such, only ConserveTrack has the legal right to provide the SaaS subscription and related end user training and as-needed technical services. If SFPUC is not permitted to make a transition to ConserveTrack's hosted model, it will be required to essentially pay ConserveTrack the same cost for annual perpetual software support as it would for an annual hosted subscription (see tables above), but without the benefits derived from moving to a hosted model. Further, it is not cost effective for SFPUC to engage in a new RFQ for a different but comparable software as it would be required to purchase completely new licenses and recreate many of the features already customized by ConserveTrack for SFPUC.

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

SFPUC first acquired a ConserveTrack perpetual software license and two years of annual maintenance through OCA's Computer Store. Thereafter, in 2013, SFPUC negotiated a new agreement (CS-290, BPUC14000027) directly with ConserveTrack for two years of software support. CS-290 was amended in 2015 to include three additional years of software support through September 30, 2018 and certain as-needed technical proprietary services that customized the software to SFPUC's business needs. The then newly added customization services portion of CS-290 was approved pursuant to PSC 30925-14/15.

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

SFPUC will renew the contract if it determines in four years that it would like to continue using the ConserveTrack software to manage SFPUC's water conservation efforts.

**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 is a modification for 35150 - 16/17 modifying the contract to extend the duration for 3 years and increasing the as-needed services from \$95,000 to \$300,000 and a total contract amount from 515,211 to \$1,513,612.

ConserveTrack software is a database application designed to store, manage and analyze data related to the urban water conservation programs. The proprietary software is licensed and maintained exclusively by ConserveTrack LLC (ConserveTrack now RightThere, LLC.). The San Francisco Public Utilities Commission (SFPUC) first acquired a ConserveTrack perpetual software license and two years of annual maintenance through the Office of Contract Administration's Computer Store program. Thereafter, in 2013, SFPUC negotiated a new agreement (CS-290, BPUC14000027) directly with ConserveTrack for two years of software support. Given SFPUC's total investment to date in this product and its continued need to have it further customized to its evolving business needed, it make business and financial sense to execute this agreement for a period of at least 5 years since SFPUC has every intention to continue using this software during that time.

**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:

ConserveTrack is proprietary software, licensed and maintained exclusively by ConserveTrack LLC. As such, only ConserveTrack has the legal right to provide the SaaS subscription and related end user training and as-needed technical services.

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

A. Specify required skills and/or expertise: ConserveTrack is a database application designed to store, manage and analyze data related to the urban water conservation programs. ConserveTrack is proprietary software, licensed and maintained exclusively by ConserveTrack LLC. As such, only ConserveTrack has the legal right to provide the software subscription and related end user training and as-needed technical services.

B. Which, if any, civil service class(es) normally perform(s) this work? 1044, IS Engineer-Principal;

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?**

ConserveTrack is a database application designed to store, manage and analyze data related to the urban water conservation programs. ConserveTrack is proprietary software, licensed and maintained exclusively by ConserveTrack LLC. As such, only ConserveTrack has the legal right to provide the software subscription and related end user training and as-needed technical services.

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

A. Explain why civil service classes are not applicable.

ConserveTrack is a database application designed to store, manage and analyze data related to the urban water conservation programs. ConserveTrack is proprietary software, licensed and maintained exclusively by ConserveTrack LLC. As such, only ConserveTrack has the legal right to provide the software subscription and related end user training and as-needed technical 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. ConserveTrack is a database application designed to store, manage and analyze data related to the urban water conservation programs. ConserveTrack is proprietary software, licensed and maintained exclusively by ConserveTrack LLC. As such, only ConserveTrack has the legal right to provide the software subscription and related end user training and as-needed technical services.

### **6. Additional Information**

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

No.

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

No. ConserveTrack will provide as-needed end-user training.

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

No.

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

No.

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



No.

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

Yes.

**7. Union Notification:** On 01/26/2022, the Department notified the following employee organizations of this PSC/RFP request:

Professional & Tech Engrs, Local 21

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

Name: Kristen McGuire Phone: 415-551-4377 Email: kmcguire@sfwater.org

Address: 525 Golden Gate, 5th Floor San Francisco, CA

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 43075 - 21/22

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 04/18/2022

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

**Choi, Suzanne (HRD)**

---

**From:** dhr-psccordinator@sfgov.org on behalf of kmcguire@sfgwater.org  
**Sent:** Wednesday, January 26, 2022 3:38 PM  
**To:** McGuire, Kristen (PUC); Laxamana, Junko (BOS); WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; McGuire, Kristen (PUC); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 43075 - 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 43075 - 21/22 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 43075 - 21/22 for \$1,513,612 for Initial Request services for the period 06/01/2017 – 04/30/2027. 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:

<https://avanan.url-protection.com/v1/url?o=http%3A//apps.sfgov.org/dhrdrupal/node/17898&g=NTAwZTc4MGFhNWM1NWI5Yg==&h=M DcwOGE5YTRIM2UwN2E5MWUxY2U3YTQ0ZTE0OTRkNWJIZGM4MDVkJmY1ZDQ5YjJkN2M3OGQ3OTU4ZmVjNDkyYg==&p=YXAzOnNmZHQyOmE6bzo1NGQ0ODZhNjA1NTI2N2MxOTY3YTY0NzY3YTY4NWVlNzI2MTpwOk4=> 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 Work for SaaS Implementation, As-Needed SaaS Training  
and As-Needed Enhancements**

Prior to the commencement of SaaS Services, Contractor will perform certain SaaS Implementation Services, as further described herein under Sections 1.0 through 5.0. At the request and option of the City, Contractor shall also provide As-Needed SaaS training, as described herein under Section 6.0, and As-Needed Software Enhancements, as described herein under Section 7.0.

**1.0 SaaS Implementation Services.** The following scope of work ("SOW") outlines tasks involved in migrating the ConserveTrack database from being hosted on an SFPUC server to being hosted by the Contractor ("SaaS Implementation Services" or "Project").

**1.1 Project Environments.** Contractor will implement the same ConserveTrack system as is currently hosted on the City's network. The ConserveTrack system will continue to provide the following features:

- i. Tracking, management and reporting for Water Conservation Programs.
- ii. Tracking cases, water usage, water savings and other items.
- iii. Integration with City's utility billing system database to maintain current customer and water usage information.
- iv. Calculation of and reporting on water savings and expenses.

Additionally, Contractor will implement software configurations and modules on:

- v. One production environment ("Operational ConserveTrack"),
- vi. One Staging and Test environment ("Test ConserveTrack") which shall have the same data storage and processing capacities as the Primary Data Center;  
and

Each environment described above will be provided and hosted by Contractor.

Contractor shall cooperate with City's requests in managing the Test ConserveTrack such as refreshing City Data upon request.

**1.2 Modifications**

No modifications to the core product will be made under this SOW.

**1.3 Custom Interfaces and Reports**

- i. CC&B Uploads
- ii. Clothes Washer Case Imports
- iii. Other Interfaces that may be added such as AMI Uploads and other types of water conservation Case Imports

Contractor supplied software interfaces and reports currently installed in City's on premise environment will be migrated to the Contractor's SaaS environment. Such migrations and required software modifications will be provided as part of this SOW. Identification and evaluation of such custom interfaces and third-party applications after the conclusion of this SOW will be performed under separate agreement at City's cost.

**1.4 Project Phases.** The Contractor delivery approach covers five project phases as illustrated below.



### **1.5 Phase 1: Project Kickoff**

**1.5.1 Objective:** Phase 1 includes introductions between the Contractor and City Project teams (as defined in Section 1.5.2) and review of the plan. Entry criteria for this phase are defined as: the acceptance of the contract, the assignment of a Contractor Project Manager and a mutually agreed upon start date.

#### **1.5.2 Responsibilities:**

**Contractor:** The Contractor project team ("Contractor Project Team") will be identified during this phase and will be led by a primary point of contact ("Contractor Project Manager"). The Contractor Project Team and Contractor Project Manager are responsible for leading the implementation efforts. This includes managing timeline, cost, scope and required resources and subcontractors. The Contractor Project Manager is expected to maintain a Project Plan and manage the deliverable responsibilities of the Contractor Project Team. The Contractor Project Manager will review the Project Plan with the City.

**City:** The City project team ("City Project Team") will be led by a single point of contact ("City Project Manager") that will assist in making decisions during the Project. The City Project Manager will work with the Contractor Project Manager.

### **1.6 Phase 2: Discovery and Requirements Gathering**

**1.6.1 Objective:** The purpose of Phase 2 is to document and finalize the design of the City's SaaS requirements. The Contractor and City Project Teams will work jointly to finalize and understand details on the current network architecture and infrastructure of the City. In addition to functional data gathering, this phase will also serve as the opportunity for the Contractor and City Project Teams to finalize the methods that will be followed for SaaS operational configuration, cutover activities, and rollback procedures.

### 1.6.2 Responsibilities:

**Contractor:** The Contractor Project Team will work closely with City's technical resources to plan the new interfaces between the City's data systems and staff, and the new SaaS ConserveTrack system. These include:

- High speed internet connectivity for the staff to ensure responsive performance
- Change the Billing Data file transfer monthly billing data files to the off-site Contractor's servers.

**City:** The City Project Team will provide technical resources to assist in the data gathering and discovery exercises of this phase. Access to systems, data and subject matter experts may be required. The City Project Team will also be required to provide assistance in communicating with any third-party providers currently contracted directly with City (including the City's billing system and other City IT systems as required in the future) as needed and applicable to the discovery exercise.

### 1.6.3 Deliverables:

**1.6.3.1 Data Interface Plan** – Provides details of how the Utility Billing System data transfer files will be transmitted to the Provider's servers. This will include provisions for secure, encrypted file transfer.

**1.6.3.2 Cutover Plan** – The steps that will be followed during the formal cutover of City's operations to Contractor SaaS environment. Will include a *Cutover Checklist* to be used to validate the steps taken during the cutover.

**1.6.3.3 Rollback Procedure** – The steps that will be followed in the event of operational failures, significant data loss or loss of functionality post cutover to restore operation to the City environment.

## 1.7 Phase 3: Infrastructure Deployment and Test Preparation

**1.7.1 Objective:** The purpose of Phase 3 is to complete all tasks needed to support the remainder of the Project and to prepare the City and Contractor resources for testing the SaaS Application. Operational and Test Environments will be built out, configured and staged for operation. This will include a complete configuration of all required server and storage environments. Backup processes and configurations will be finalized and implemented. Testing will be planned for both the Contractor and City's staff.

### 1.7.2 Responsibilities:

**Contractor:** Contractor's Project Manager is responsible and accountable for the successful execution of Phase 3. The Contractor Project Team will ensure all tasks are

completed and that the SaaS Application will be ready to support all software installations and subsequent testing.

**City:** The City Project Team will provide assistance and input where requested by the Contractor Project Team during the infrastructure configuration. The City Project Team will perform routine-usage testing on the Test Environment using duplicated data from the Operational Environment to ensure the SaaS systems are fully operational.

**1.7.3 Deliverables:**

**1.7.3.1 Contractor SaaS and Hosted Services Test Plan** – This plan will be included as part of the overall Project plan.

**1.8 Phase 4: Testing**

**1.8.1 Objective:** The purpose of Phase 4 is to exercise product functionality, performance, scalability and reliability. The Contractor Project Team will provide lead in supplying and directing test plans related to performance, scalability and data reliability.

- Contractor will test functionality
- City staff will verify correct data and operations are present based on data from previous on-site system.

**1.8.2 Responsibilities:**

**Contractor:** The Contractor Project Manager is responsible and accountable for the successful execution of all SaaS Application testing. The Contractor Project Manager will coordinate and schedule all testing and deployment activities and will be responsible for maintaining status, managing issues through to resolution and communicating test progress and results.

**City:** The City Project Team will be responsible for providing test case plans, processes and resources. It will be up to City Project Team to ensure timelines are acceptable for completion of their testing.

**1.8.3 Deliverables:**

**1.8.3.1 SaaS Application Test Results** - Results documenting the various Contractor driven test cases.

**1.9 Phase 5: Cutover and Production Support**

**1.9.1 Objective:** This phase will begin by executing the steps laid out in the Cutover Procedure completed in the Discovery and Requirements phase. This will include a staged approach toward migrating user traffic from City's custody and control to the SaaS Application. The Contractor Project Team will provide on-site go live support of the SaaS Application and will provide two (2) weeks of post-production support. All support issues will be managed by individuals identified by Contractor as Contractor's Production Support Team



while the Contractor Project Team will provide coordination between City and the Contractor Production Support Team for data questions and any issue resolution.

### 1.9.2 Responsibilities:

**Contractor:** The Contractor Project Team will actively lead and assist in this Phase per the Cutover Approach authored and agreed to as part of the Project Plan. A Cutover Validation Checklist will be completed by the Contractor Project Team and validated with the City Project Team.

**City:** The City Project Team is responsible for supporting the testing and validation of the migrated system and for reporting any functional or performance issues to Contractor.

### 1.9.3 Deliverables:

**1.9.3.1 Cutover Validation Checklist** – A final checklist provided to qualify the cutover as successful and all steps of the Cutover Approach has been completed.

**2.0 Project Timeline for Migration.** The Contractor Project Team will provide the City Project Team an actual start date and finalized Project Plan details once Phase 1 for this Project has occurred. An estimate of tasks and related timelines has been furnished below for general planning purposes. Start dates to be mutually agreed upon after Agreement execution.

Task Name	Duration
<b>SFPUC - Hosting Migration and Upgrade<sup>1</sup></b>	<b>24 days</b>
Project Start	0 days
Coordinate UBS Data File Transfer Changes	10 days
Prepare SaaS Environment and Infrastructure	4 days
Initial Testing	6
<b>System Acceptance Testing</b>	<b>4 days</b>
Test Preparation	2 days
Test Execution	2 days
<b>Cutover</b>	<b>7 days</b>
Training	2 days
Cutover support and monitoring	5 days

<sup>1</sup> Total days identified for each Migration action item may be concurrent with other Migration action items.

**3.0 Project Organization and Resources for Migration.** City agrees to provide appropriate resources including but not limited to, data, information, remote access, workspace and appropriate and cooperative personnel, all as necessary to facilitate Contractor's performance of each Phase described herein.

City will allocate personnel to the City Project Team Project with the appropriate knowledge of the indicated area and the skills identified below who can perform the tasks attributed to City herein:

1. Project Manager or single point of contact;
2. Current and 'To-be' system administrators; and
3. Escalation Resources

**4.0 Project Governance for Migration.** The Project will have sponsorship from City's senior management who will be available on a timely and regular basis to monitor the Project's progress and to act as a decision maker for policy decisions.

**5.0 Change Order Procedure.** Any change to this SOW, whether requested by the City Project Team or the Contractor Project Team, must be agreed upon in writing by both parties and shall be submitted by the appropriate project managers. Each request will contain the following information:

- The requested change;
- The impact, if any, on the existing work product;
- Estimated impact, if any, on project schedule; and
- Estimated change, if any, in Services fees.

The Project Managers for both the Contractor and City Project Teams shall review and accept or reject the request for change. If rejected, the request for change shall be returned to the submitting party with written reasons for rejection and, as appropriate, any alternatives. Any request for change that requires an increase in service fees, must be done through a written modification to this Agreement pursuant to Section 41 (Modification of Agreement) of this Agreement. All approved requests for change will be incorporated into a formal change order to this SOW. Contractor will not perform any services outside of this SOW until the request for change has been signed by both parties and a formal change order to this SOW has been issued.

**7.0 As-Needed Software Enhancements.** At the request of the City, the Contractor will provide additional services for customization and changes specific to the City ("As-Needed Software Enhancements").

As-Needed Software Enhancements shall be performed only with the express prior authorization of the City on a task order basis. For each task, the Contractor will submit a detailed scope of work, and cost break down for City's approval through a written modification to this Agreement pursuant to Section 41 of this Agreement. Deliverables for each task will be considered draft until acceptance tested by the City on a test site. No payment for tasks will be provided until the task deliverables are tested and approved by the City.

As-Needed Software Enhancements are anticipated to include:

- i. The addition of data fields, pages and reports.
- ii. The import of additional data files.
- iii. Creation of import functions to regularly batch upload large quantities of conservation program information received by the City.
- iv. Addition of City's conservation programs to ConserveTrack's Public Portal module to enable the ability for customers to apply online.
- v. Expansion and update of ConserveTrack's survey tool module

**6.0 As-Needed End-User Training.** At the request of the City, the Contractor will provide as-needed training ("As-Needed SaaS Training") for City staff. As-Needed SaaS Training shall be performed only with the express prior authorization of the City on a task order basis. For each task order, the Contractor will submit a detailed training outline and cost break down for City's approval through a written modification to this Agreement pursuant to Section 41 of this Agreement. No payment for tasks will be provided until the training has been rendered and approved by the City.

**Appendix B**  
**SaaS Application and Hosted Services**

- I. Description of the SaaS Application and Hosted Services**
- II. SaaS Data Centers**
- III. SaaS Maintenance Services.**
- IV. City Responsibilities**
- V. Technical Support & Training**
- VI. Disaster Recovery**
- V. Service Level Obligations**

**I. Description of the SaaS Application and Hosted Services:** "SaaS Application and Hosted Services" include the following services:

**A. Software:** Use of Contractor Software operating on hosted equipment located at Contractor's facility and/or any Data Center as further outlined under Section II (SaaS Data Centers) of this Appendix. This includes:

- 1. ConserveTrack Web Application – The ConserveTrack system provides the following features:
  - a. Tracks and reports a wide variety of Water Conservation program data, including cases, water usage, water savings and others data.
  - b. Integrates with City's utility billing system database to maintain current customer and water usage information.
  - c. Calculates reports water savings and expenses.
  - d. Includes SQL Server ConserveTrack Database,
- 2. ConserveTrack Portal Web Application – Provides a web application for public water customers to interact with the water conservation staff. The Portal Web Application includes a SQL Server Portal Database
- 3. Billing System Transfer file interface.

**B. Third Party Software:**

- 1. Providing certain third party software required to operate the SaaS Software, including Microsoft SQL server (SQL), Microsoft Windows Server (Windows Server), Microsoft Internet Information Server (IIS), DevExpress Universal Software Components, and other bundled third-party software packages required to support the operation of the SaaS Software.

2. Inclusion of regular Software and Contractor-supplied third party software updates, patches and fixes as scheduled by Contractor.

**C. Remote Software:**

1. Contractor shall provide access for City's End Users through standard web browsers such as Google Chrome or Microsoft Edge.

**D. Back-Up of City Data:**

1. Contractor shall provide incremental City Data backups at a minimum of every twenty four (24) hours to an off-site location other than the primary hosting center.
2. Contractor will recover stored backup data to the Operational or Test environments as needed (in the case of failure) or for past data analysis.

**E. SaaS Environments:** The SaaS Application and Hosted Services are hosted in a certified and secure Tier-3 data hosting center. The SaaS Application will be hosted within this data hosting center on dedicated Contractor servers:

1. A single Operational Environment to serve as the primary environment for the SaaS and Hosted Services
2. A single Test Environment available to the City and Contractor for the evaluation and eventual promotion of SaaS Software updates, patches, fixes or otherwise deemed tests. Test Environment shall perform at 50% or better of Production Environment.

**F. Reporting:** Contractor shall provide electronic notification within 2 hours of discovery and subsequent monthly reporting of any incidents or breaches that had occurred within the environment or to the hosted application. In the event of a breach, Contractor shall follow the procedures set forth in Section 8(e) of the Agreement.

**G. Availability of SaaS Services:** Contractor (or its Hosting Service contractor) shall host the SaaS Services on computers owned or controlled by Contractor (or its contractor) and shall provide the City with access to both a Production Environment with SaaS Application and data and a Test Environment with SaaS Application via Internet-access to use according to the terms herein.

1. **Hosted System Uptime:** Other than Scheduled SaaS Maintenance Services as described below, emergency maintenance described below, Force Majeure as described in the Agreement and lack of internet availability as described below, Contractor shall provide uptime to the SaaS Application and Hosted Service to achieve a 99% Service Level Availability.

**2. Scheduled SaaS Maintenance**

A. Scheduled SaaS Maintenance will be conducted during the following hours: FRIDAYS 10 PM (Pacific Time) to SUNDAYS 8 PM (Pacific Time). With the same exclusions as noted above.

B. Scheduled SaaS Maintenance shall not exceed an average of 4 hours per month over a twelve (12) month period except for major upgrades.

3. **Unscheduled SaaS Maintenance.** Contractor will use commercially reasonable efforts to prevent more than one (1) hour of continuous down time during Business Hours in any month for which Unscheduled SaaS Maintenance is required. In the event Contractor fails to meet this obligation for a period of three successive calendar months, City shall be due a Performance Credit in the amount of 5% of the Services Fees (as calculated on a monthly basis for the reporting month)

4. **Emergency Maintenance.** In the event that Force Majeure or emergencies arise or continue, Contractor shall be entitled to take any actions that Contractor, in good faith, determines is necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security or like concern to any of the SaaS systems or the SaaS Software. Such emergency maintenance may include, but is not limited to: analysis, testing, repair, maintenance, re-setting and other servicing of the hardware, cabling, networks, software and other devices, materials and systems through which access to and/or use of the SaaS Software by the City is made available. Contractor shall endeavor to provide advance written notice of such emergency maintenance to the City as soon as is reasonably possible.

5. **Lack of Internet Availability.** A backup, fully diverse Internet service with enough capacity for the City Data (in addition to other data it may carry) will be available at the Primary Datacenter. Contractor shall not be responsible for any deterioration, unavailability or performance degradation attributable to latencies in the telecommunications and public Internet network connections operated by any third party not under contract with Contractor to provide these services. Although Contractor will use commercially reasonable efforts to take actions Contractor may deem appropriate to mitigate the effects of any such events, Contractor cannot guarantee that such events will not occur.

6. **Notice of Unavailability:** In the event there will be more than thirty (30) minutes down time of any SaaS or Hosted Service components for any reason, including but not limited to Scheduled SaaS Maintenance, emergency maintenance, and lack of internet availability, Contractor will provide notice to users by posting a web page that indicates that the site is temporarily unavailable and to please come back later. Contractor will also provide e-mail notice to [licenses@dsfwater.org](mailto:licenses@dsfwater.org) which will include at least a brief description of the reason for the down time and an estimate of the time when the City can expect the site to be up and available.

**H. Changes in Functionality.** During the term of this Agreement, Contractor shall not reduce or eliminate functionality in SaaS Services. Where Contractor has reduced or eliminated functionality in SaaS Services, City, at City's sole election and in City's sole determination, shall: (a) have, in addition to any other rights and remedies under this Agreement or at law, the right to immediately terminate this Agreement and be entitled to a return of any prepaid fees; or, (b) determine the value of the reduced or eliminated functionality and Contractor will immediately adjust the Services Fees accordingly on a prospective basis. Where Contractor has introduced like functionality in other services, Where Contractor increases functionality in the SaaS Services, such functionality shall be provided to City without any increase in the Services Fees.

**I. Exclusions to SaaS Application and Services:**

1. Excluding regular SaaS Maintenance Services as outlined above, Contractor will not supply any customizations or otherwise alterations to the operation, appearance or logic of the SaaS Software as described here within unless specifically specified under a separate services agreement.
2. Contractor will not perform any manual services outside of normal existing automated City operations. City will retain access and ability to perform such operations as needed.
3. Contractor will not perform any manual services that include any identification of individual field equipment failures, issues or potentials for improvement. City will retain access and ability to perform such operations as needed.
4. Contractor will not supply and parts or labor required to repair damage to any field network equipment that is the result of a Force Majeure event.

**J. Change Control Procedure.** City may, upon written notice, request changes to the scope of the SaaS Services. If City requests an increase in the scope, City shall notify Contractor, and, not more than five (5) business days (or other mutually agreed upon period) after receiving the request, Contractor shall notify City whether or not the change has an associated cost impact. In the event the Change Control has an associated cost impact, a written modification to this Agreement shall be executed in the same manner as this Agreement pursuant to Section 41 (Modification of Agreement) of this Agreement. If no cost impact is expected, and if City approves, City shall issue a change control, which will be executed by Contractor. City shall have the right to decrease the scope and the associated fees accordingly.

**II. SaaS Data Centers**

**A. Control:** The method and means of providing the Services shall be under the exclusive control, management, and supervision of Contractor, giving due consideration to the requests of City. The Services (including data storage), shall be provided solely from within the continental United States and on computing and data storage devices residing therein.

**B. Location:** The location of the data center that will be used to host the SaaS Application is as follows:

**Primary Tier IV data center:**  
Verizon NAP of the Americas  
50 NE 9th St  
Miami, FL 33132

<http://www.verizonenterprise.com/infrastructure/data-centers/north-america/nap/nap-americas.xml>

**Backup Storage Data Center:**  
Google Inc.  
Service: Google Cloud Storage and Drive  
1600 Amphitheatre Pkwy  
Mountain View, CA 94043

<https://www.google.com/drive/>

**C. Replacement Hosted Provider:** In the event Contractor changes the foregoing Hosted Provider, Contractor shall provide City with prior written notice of said change and disclose the name and location of the replacement Hosted Provider. The replacement Hosted Provider shall be a reputable Hosted Provider comparable to Contractor's current Hosted Provider, and said replacement Hosted provider shall be located within the United States. The replacement Hosted Provider shall perform a SSAE 16, SOC 1 and/or SOC 2 Audit Report at least annually and said audit shall be provided to City in accordance with this Agreement.

**D. Notice of Change:** In the event that the location of the data center used to host the SaaS Application is changed, Contractor shall provide City with prior written notice of said change and disclose the address of the new facility. Notification shall be provided to City by Contractor within sixty (60) days of any such change taking place. Any such new primary facility shall be located within the United States. The data centers referenced above are subcontractors that are approved by City.

**E. Subcontractors.** Contractor shall not enter into any subcontracts for the performance of the Services, or assign or transfer any of its rights or obligations under this Agreement, without City's prior written consent and any attempt to do so shall be void and without further effect and shall be a material breach of this Agreement. Contractor's use of subcontractors shall not relieve Contractor of any of its duties or obligations under this Agreement.

### III. SaaS Maintenance Services.

**A.** The SaaS Software maintained under this Agreement shall be the SaaS Software set forth in Appendix D to this Agreement.



**B. The following SaaS Maintenance Services are included as part of this Agreement:**

**1. Contractor Software Version Upgrades, Software Revisions and Patches.**

Contractor shall provide and implement ALL SaaS Software Version upgrades, SaaS Software Revisions and SaaS Software Patches to ensure: (a) the functionality of the SaaS Software and SaaS Services, as described in the Documentation, is available to Authorized Users; (b) the functionality of the SaaS Software and SaaS Services in accordance with the representations and warranties set forth herein, including but not limited to, the SaaS Software and SaaS Services conforming in all material respects to the specifications, functions, descriptions, standards, and criteria set forth in the Documentation; (c) the Service Level Standards can be achieved; and, (d) the SaaS Software and SaaS Services work with the non-hosted browser version.

- i. Deployment of these revisions will be mutually agreed upon between Contractor and City.
- ii. Release of software revisions as defined will be conducted on a schedule as determined by Contractor. Contractor shall provide no less than a fifteen (15) calendar day prior written notice of when any such revision is scheduled to be released. City will be granted a ten (10) calendar day evaluation window to review release documentation regarding software modules being impacted and general revision changes.
- iii. After the evaluation period, Contractor will conduct a deployment of the revision to the City Test Environment. The software deployment will be scheduled in writing five (5) calendar days prior to actual deployment activities. As part of the upgrade activities within the Test Environment, Contractor may provide nominal testing to ensure all systems are functional and the revision deployment was successful. Post deployment activities include an e-mail or portal post to serve as written notification that this service has been completed. City will be allowed a fifteen (15) calendar day test window in which City has ability to test and raise issues with Contractor. Issue resolution will be managed per the process as described here within. Test Environment deployment activities will be conducted during a mutual agreed to time window and may not necessarily align with the production maintenance windows as described within this document.
- iv. In the event a SaaS Severity Level 1 or Severity Level 2 Issue has been identified and appropriately triaged and classified by both Contractor and City during the Test Environment deployment test window, Contractor will be required to correct the SaaS Issue. If the SaaS Issue can be corrected and can be redeployed within the remainder of the deployment test window, City will have an additional five (5) testing days in which to evaluate and further test for the SaaS Issue resolution. If the SaaS Issue cannot be corrected within the remainder of the test window, Contractor will deploy immediately upon availability with as much notice as practicable. City will be allowed an additional five (5) testing days to evaluate the correction post the test window if desired.

- v. If at any time during the testing window City identifies the presence of multiple SaaS Severity Level 1 or Severity Level 2 Issues that can be shown to materially impact City ability to continue testing, City may in writing elect to suspend testing until corrections for the SaaS Issues can be provided. Contractor will deploy corrections immediately upon availability with as much notice as practicable. Upon release of corrections, City will have five (5) calendar days to commence the testing within the then available remaining testing window.
- vi. Unless exists outstanding circumstances as described here within, Contractor will promote revision from Test Environment to Production and Back-up environments after the provided test window has elapsed. The software promotion will be scheduled in writing five (5) calendar days prior to actual deployment activities. As part of the promotion activities within the Production and Back-up environment, Contractor may provide nominal testing to ensure all systems are functional and the revision promotion was successful. Post promotion activities include an e-mail or portal post to serve as written notification that this service has been completed. At the point of e-mail or portal posting, the new revision will be considered "in production" and supported under the maintenance service terms described here within.
- vii. In support of such SaaS Software Version upgrades, SaaS Software Revisions and SaaS Software Patches, Contractor shall provide updated user technical documentation reflecting the SaaS Software Version upgrades, SaaS Software Revisions and SaaS Software Patches as soon as reasonably practical after the SaaS Software Version upgrades, SaaS Software Revisions and SaaS Software Patches have been released. Updated user technical documentation that corrects Errors or other minor discrepancies will be provided to City's when available.

2. **Third Party Software Revisions.** At the option of Contractor, periodic software revisions of Third Party Software included with the SaaS Software will be provided by Contractor at its discretion without further charge provided the following conditions are met: (i) the Third Party Software revision corrects a malfunction or significant publicly disclosed security threat in the Third Party Software that affects the operation or ability to provide secure use of the SaaS Software; and (ii) the Third Party Software Revision has, in the opinion of Contractor, corrected malfunctions or significant security threat identified in the Contractor Technology System and has not created any additional malfunctions; and (iii) the Third Party Software revision is available to Contractor. City is responsible for obtaining and installing or requesting install of the Third Party Software revision if the Third Party Software was not licensed to City by or through Contractor. Third Party Software revisions provided by Contractor are specifically limited to the Third Party Software identified and set forth in Appendix D to this Agreement.

C. **Response to SaaS Issues.** Contractor will provide verbal or written responses to SaaS Issues identified by the City in an expeditious manner. Such responses shall be provided in accordance with the Target Response Times as defined under Section VI.

**D. SaaS Software Maintenance Acceptance Period.** Unless as otherwise agreed to by City on a case-by-case basis, for non-emergency maintenance City shall have a twenty (20) business day period to test any maintenance changes prior to Contractor introducing such maintenance changes into production. In the event that City rejects, for good cause, any maintenance changes during the SaaS Software Maintenance Acceptance Period, Contractor shall not introduce such rejected maintenance changes into production. At the end of the Maintenance Acceptance Period, if City has not rejected the maintenance changes, the maintenance changes shall be deemed to be accepted by City and Contractor shall be entitled to introduce the maintenance changes into production.

**E. SaaS Hardware:** Contractor will use commercially reasonable efforts to ensure that all hardware (including servers, routers, and other related equipment) on which the applications are deployed are attached to backup power systems sufficient to maintain the site's availability for so long as any power outage could reasonably be expected to occur, based on the experience of Contractor at its deployment location and consistent with the Tier rating of the datacenter.

**F. SaaS Maintenance Services Limitations.** The SaaS Maintenance Services defined in this Agreement are applicable only to the Contractor, excluding third party equipment not provided as part of the SaaS Services by Contractor. The following limitations apply to SaaS Maintenance Services under this Agreement:

1. SaaS Maintenance Services shall be limited to the latest SaaS Software Revision, currently maintained by Contractor. All code changes, enhancements or fixes will be incorporated into the latest SaaS Software Revision or a future SaaS Software Revision. Contractor has no obligation to make code changes, enhancements or fixes to previous SaaS Software Revisions.
2. SaaS Maintenance Services do not include costs incurred by Contractor while investigating problems that are the result of City's negligence, misuse, or unauthorized application, alteration, or modification of the SaaS Software,
3. SaaS Maintenance Services do not include any problem arising from the use of components manufactured or authorized by anyone other than Contractor as an interface or peripheral to the Software.
4. SaaS Maintenance Services do not include any problem resulting from the combination of the Software with such other programming or equipment unless such combination has been approved by Contractor.
5. SaaS Maintenance Services do not include any problem caused by changes to other software (including releases and patches), interfaces or systems connected to the Software including but not limited to changes of operating systems database servers, web servers, and communications software.

6. SaaS Maintenance Services do not include changes in workflow, practices, procedures, or processes that differ from the SaaS Software approved specifications.
7. City specific testing and reimplementation of custom enhancements are not part of this Agreement unless specifically identified as such in Appendix A.

#### IV. City Responsibilities

- A. Contractor shall provide to City technical support for SaaS system Issues, 8 hours per day; five (5) days per week year-round, not including major holidays.
- B. City shall provide Contractor with timely notification of any SaaS Issues by either of these methods:
  1. **Contacting Contractor Customer Support at 1-831-426-4397.**
  2. **By email to [support@ConserveTrack.com](mailto:support@ConserveTrack.com)**
- C. **Technical Staff.** City shall be responsible for maintaining sufficient suitably trained technical staff to operate the SaaS System on a day-to-day basis. Contractor training for designated contacts shall be made available to City.
- D. **Support for Problem Investigation.** City shall support all reasonable requests by Contractor as may be required in problem investigation and resolution.
- E. **Designation of Point of Contact.** City shall assign an individual or individuals to serve as the designated contact(s) for all communication with Contractor during SaaS Issue investigation and resolution.
- F. **Discovery of Errors.** Upon discovery of an Error, City agrees, if requested by Contractor, to submit to Contractor a listing of output and any other data that Contractor may require in order to reproduce the Error and the operating conditions under which the Error occurred or was discovered.

#### V. Disaster Recovery

- A. **Action Plan:** Contractor will maintain a disaster recovery action plan.
- B. **Restoration Time Targets:** Restoration of services will be planned to fully recover the SaaS system within 24 hours.
- C. **Recovery Point Objective:** The Recovery Point Objective (RPO) is defined to be the maximum acceptable amount of data loss for which the City may experience due to a temporary loss of SaaS Services and applications. Contractor shall deliver a maximum RPO of twenty-four (24) hours based on incremental backups being made available between production and backup facilities and recovery.

**D. The Recovery Time Objective:** The maximum period of continuous time during which access to the Hosted Services and Software applications shall not be available to the City. Contractor shall deliver a maximum RTO of twenty-four (24) hours for the Hosted Services Production System and SaaS Applications.

**E. Data Synchronization:** Data Synchronization is defined to be the act of backing up the SaaS system data from the Primary Environment SQL database server to an off-site "backup" location.

**F. Recovery Testing:** Contractor, jointly with City, shall test and exercise the Disaster Recovery Plan once (1) per contract year to ensure that Data Synchronization processes is functioning as expected.

## VI. Technical Support & Training

**A. 24x7 Technical Support:** Authorized Users will make Technical Support requests by calling or emailing Contractor's Technical Support staff or by submitting a request via Contractor's customer service web portal. The Technical Support staff shall assign to the request the SaaS Severity Level (as defined herein) indicated by the requestor. SaaS Severity Level 1 and 2 items will be addressed within 1 business day and sooner generally. SaaS Severity Level 3 and 4 items will be addressed during the standard business hours of 8:00am-5:00pm US Pacific Time.

1. **Business Hours:** Technical Support is available between the business hours of 7:00am to 5:00 pm US Pacific Time by either:
  - a. Contacting Contractor Customer Support at 1-831-426-4397  
or
  - b. By email to [support@ConserveTrack.com](mailto:support@ConserveTrack.com)
2. **After hours:** No afterhours support is included. If an urgent issue arises Authorized Users may email or phone and the Contractor staff will address the issue as soon as possible.

SaaS Severity Level	Target Response Time
<i>SaaS Severity Level 1: Requires immediate attention- Critical production functionality is not available or a large number of users cannot access the SaaS Application. Causes a major business impact where service is lost or degraded and no workaround is available, therefore preventing operation of the business.</i>	<i>Request Response Time: 1 Hour. Request Resolution Time Target: &lt; 2 hours. Maximum Permitted Request Resolution Time: &lt; 48 hours</i>
<i>SaaS Severity Level 2: Requires priority attention - Some important production</i>	<i>Request Response Time: 2 hrs.</i>

SaaS Severity Level	Target Response Time
<p><i>functionality is not available, or a small number of users cannot access the system. Causes significant business impact where service is lost or degraded and no workaround is available, however the business can continue to operate in a limited fashion.</i></p>	<p><i>Request Resolution Time Target: &lt; 4 hours</i></p> <p><i>Maximum Permitted Request Resolution Time: &lt; 96 hours</i></p>
<p><b>SaaS Severity Level 3:</b> <i>Requires attention – There is a problem or inconvenience. Causes a business impact where there is minimal loss of service and a workaround is available such that the system can continue to operate fully and users are able to continue business operations.</i></p>	<p><i>Request Response Time: 4 hr.</i></p> <p><i>Request Resolution Time Target: &lt; 8 hours</i></p> <p><i>Maximum Permitted Request Resolution Time: &lt; 7 days</i></p>
<p><b>SaaS Severity Level 4:</b> <i>There is a problem or issue with no loss of service and no business impact.</i></p>	<p><i>Request Response Time: 4 hr.</i></p> <p><i>Request Resolution Time Target: &lt; 24 hours</i></p> <p><i>Maximum Permitted Request Resolution Time: &lt; 7 days</i></p>

**VII. Service Level Obligations.**

**A. Time is of the Essence.** For the term of this Agreement, Contractor shall provide SaaS Services, force majeure events excepted, during the applicable Service Windows and in accordance with the applicable Service Levels as described herein, time being of the essence.

**B. Service Levels.**

**“Availability” Service Level:**

**i. Definitions:**

- a. **“Actual Uptime”:** The total minutes in the reporting month that the Services were actually available to Authorized Users for normal use.
- b. **“Scheduled Downtime”:** The total minutes in the reporting month during which Scheduled SaaS Maintenance was performed.
- c. **“Scheduled Uptime”:** The total minutes in the reporting month less the total minutes represented by the Scheduled Downtime.

ii. **Service Level Standard.** Services will be available to Authorized Users for normal use 99% of the Scheduled Uptime.

a. **Calculation:** (Actual Uptime / Scheduled Uptime) \* 100 = Percentage Uptime (as calculated by rounding to the second decimal point) on a MONTHLY basis.

b. **Performance Credit.**

- 1) **Where Monthly Percentage Uptime is greater than 99%:**  
No Performance Credit will be due to City.
- 2) **Where Percentage Uptime is equal to or less than 99%:** City shall be due a Performance Credit in the amount of 2% of the Services Fees (as calculated on a monthly basis for the reporting month) for each full 1% reduction in Percentage Uptime.

**C. Service Level Reporting.** On a quarterly basis, in arrears and no later than the fifteenth (15<sup>th</sup>) calendar day of the subsequent month following the reporting month, Contractor shall provide reports to City describing the performance of the SaaS Services and of Contractor as compared to the service level standards described herein. The reports shall be in a form agreed-to by City, and, in no case, contain no less than the following information: (a) actual performance compared to the Service Level Standard; (b) the cause or basis for not meeting the service level standards described herein; (c) the specific remedial actions Contractor has undertaken or will undertake to ensure that the service level standards described herein will be subsequently achieved; and, (d) any Performance Credit due to City. Contractor and City will meet as often as shall be reasonably requested by City, but no less than monthly, to review the performance of Contractor as it relates to the service level standards described herein. Where Contractor fails to provide a report for a service level standard described herein in the applicable timeframe, the service level standard shall be deemed to be completely failed for the purposes of calculating a Performance Credit. Contractor shall, without charge, make City's historical service level standard reports to City upon request.

**D. Failure to Meet Service Level Standards.** In the event Contractor does not meet a service level standard described herein, Contractor shall: (a) owe to City any applicable Performance Credit, as liquidated damages and not as a penalty; and, (b) use its best efforts to ensure that any unmet service level standard described herein is subsequently met. Notwithstanding the foregoing, Contractor will use its best efforts to minimize the impact or duration of any outage, interruption, or degradation of Service. City must notify Contractor of any poor performance and that a Performance Credit is due as a condition of payment of the same.

**E. Termination for Material and Repeated Failures.** City shall have, in addition to any other rights and remedies under this Agreement or at law, the right to immediately terminate this Agreement and be entitled to a return of any prepaid fees where Contractor fails to meet any service level standards described herein: (a) to such an extent that the City's ability, as

solely determined by City, to use the SaaS Services is materially disrupted, force majeure events excepted; or, (b) for four (4) months out of any twelve (12) month period.

**F. Audit of Service Levels.** No more than quarterly, City shall have the right to audit Contractor's books, records, and measurement and auditing tools to verify service level obligations achievement and to determine correct payment of any Performance Credit. Where it is determined that any Performance Credit was due to City but not paid, Contractor shall immediately owe to City the applicable Performance Credit.



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: As-needed technical support for proprietary ConserveTrack software licenses

Funding Source: Non general Fund

PSC Amount: \$40,000

PSC Est. Start Date: 09/30/2015

PSC Est. End Date  
09/30/2018

**1. Description of Work**

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

ConserveTrack is a database application designed to store, manage and analyze data related to the urban water conservation programs. SFPUC first acquired a perpetual ConserveTrack software license and two years of annual maintenance through the CCSF Computer Store in July of 2010. In 2013, SFPUC entered into a two year agreement (CS-290, BPUC14000027) with ConserveTrack for annual software support (a commodity) in the amount of \$150,600 and as-needed technical services (a professional service) in the amount of \$20,000, for a total contract amount of \$125,600. At this time, we are executing Amendment 1 to allow for an additional three years of annual software support in the amount of \$168,096 and additional as-needed technical support in the amount of \$20,000. Upon executing Amendment 1, the new contract amount will be \$313,696, of which \$273,696 will pertain to annual software maintenance (a commodity) and \$40,000 will pertain to as-needed technical services (a professional service). Technical services are for customization and changes that are not included in the software maintenance agreement. Such technical services may include the addition of data fields, pages, and reports and the import of additional data files. Such technical services shall be performed only with the express prior authorization of the City and charged on an hourly fee basis according to the rates set forth in the Agreement.

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

The technical services requested from ConserveTrack give SFPUC the tools necessary to regularly monitor, track and analyze the data gathered by the ConserveTrack software. More importantly, these services allow SFPUC to continuously customize the software to its specific and changing needs and systems. Without these services, SFPUC will not derive the full benefit of the ConserveTrack Software for which it has already paid in full. It will not be able to modify or customize the software to be in sync with SFPUC's systems and needs as those systems and needs changed and develop over time in a rapidly changing technological environment.

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.

NA

D. Will the contract(s) be renewed?

Yes. See "Response to Question 1D".

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.  
not applicable

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

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

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

B. Explain the qualifying circumstances:

ConserveTrack is proprietary software, licensed and maintained exclusively by ConserveTrack LLC. As such, only ConserveTrack has the legal right to provide software support and any related as-needed technical services related to this proprietary software.

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

A. Specify required skills and/or expertise: ConserveTrack is proprietary software, licensed and maintained exclusively by ConserveTrack LLC. As such, only ConserveTrack has the legal right to provide software support and any related as-needed technical services related to this proprietary software.

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?**

ConserveTrack is proprietary software, licensed and maintained exclusively by ConserveTrack LLC. As such, only ConserveTrack has the legal right to provide software support and any related as-needed technical services related to this proprietary software.

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

A. Explain why civil service classes are not applicable.

ConserveTrack is proprietary software, licensed and maintained exclusively by ConserveTrack LLC. As such, only ConserveTrack has the legal right to provide software support and any related as-needed technical services related to this proprietary software.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. ConserveTrack is proprietary software, licensed and maintained exclusively by ConserveTrack LLC. As such, only ConserveTrack has the legal right to provide software support and any related as-needed technical services related to this proprietary software.

**6. Additional Information**

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

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

**7. Union Notification:** On 06/17/2015, 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: Taraneh Moayed Phone: 415-252-2531 Email: taraneh.moayed@sfgov.org

Address: 525 Golden Gate Avenue, 5th Floor San Francisco, CA 94102

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 30925 - 14/15

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 07/09/2015

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: As-needed technical support for proprietary ConserveTrack software licenses

Funding Source: Non general Fund

PSC Amount: \$40,000

PSC Est. Start Date: 09/30/2015

PSC Est. End Date  
09/30/2018

**1. Description of Work**

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

ConserveTrack is a database application designed to store, manage and analyze data related to the urban water conservation programs. SFPUC first acquired a perpetual ConserveTrack software license and two years of annual maintenance through the CCSF Computer Store in July of 2010. In 2013, SFPUC entered into a two year agreement (CS-290, BPUC14000027) with ConserveTrack for annual software support (a commodity) in the amount of \$150,600 and as-needed technical services (a professional service) in the amount of \$20,000, for a total contract amount of \$125,600. At this time, we are executing Amendment 1 to allow for an additional three years of annual software support in the amount of \$168,096 and additional as-needed technical support in the amount of \$20,000. Upon executing Amendment 1, the new contract amount will be \$313,696, of which \$273,696 will pertain to annual software maintenance (a commodity) and \$40,000 will pertain to as-needed technical services (a professional service). Technical services are for customization and changes that are not included in the software maintenance agreement. Such technical services may include the addition of data fields, pages, and reports and the import of additional data files. Such technical services shall be performed only with the express prior authorization of the City and charged on an hourly fee basis according to the rates set forth in the Agreement.

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

The technical services requested from ConserveTrack give SFPUC the tools necessary to regularly monitor, track and analyze the data gathered by the ConserveTrack software. More importantly, these services allow SFPUC to continuously customize the software to its specific and changing needs and systems. Without these services, SFPUC will not derive the full benefit of the ConserveTrack Software for which it has already paid in full. It will not be able to modify or customize the software to be in sync with SFPUC's systems and needs as those systems and needs changed and develop over time in a rapidly changing technological environment.

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.

NA

D. Will the contract(s) be renewed?

Yes. See "Response to Question 1D".

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.  
not applicable

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

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

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

B. Explain the qualifying circumstances:

ConserveTrack is proprietary software, licensed and maintained exclusively by ConserveTrack LLC. As such, only ConserveTrack has the legal right to provide software support and any related as-needed technical services related to this proprietary software.

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

A. Specify required skills and/or expertise: ConserveTrack is proprietary software, licensed and maintained exclusively by ConserveTrack LLC. As such, only ConserveTrack has the legal right to provide software support and any related as-needed technical services related to this proprietary software.

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?**

ConserveTrack is proprietary software, licensed and maintained exclusively by ConserveTrack LLC. As such, only ConserveTrack has the legal right to provide software support and any related as-needed technical services related to this proprietary software.

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

A. Explain why civil service classes are not applicable.

ConserveTrack is proprietary software, licensed and maintained exclusively by ConserveTrack LLC. As such, only ConserveTrack has the legal right to provide software support and any related as-needed technical services related to this proprietary software.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. ConserveTrack is proprietary software, licensed and maintained exclusively by ConserveTrack LLC. As such, only ConserveTrack has the legal right to provide software support and any related as-needed technical services related to this proprietary software.

**6. Additional Information**

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

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

7. **Union Notification:** On 06/17/2015, 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: Taraneh Moayed Phone: 415-252-2531 Email: taraneh.moayed@sfgov.org

Address: 525 Golden Gate Avenue, 5th Floor San Francisco, CA 94102

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 30925 - 14/15

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 07/09/2015

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

Department: PUBLIC UTILITIES COMMISSION -- PUC Dept. Code: PUCType of Request:  Initial  Modification of an existing PSC (PSC # \_\_\_\_\_)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: Technical services related to proprietary softwareFunding Source: SFPUC Water Operating Funds PSC Duration: 5 yearsPSC Amount: \$98,900**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

As fully outlined in the attached Appendix A to the contract, ConserveTrack will provide initial production, back-up, and test environments for setting up its hosted software for SFPUC and, thereafter, as-needed software enhancements and end-user training. Although the five year contract amount is for \$592,013, only \$98,900.00 relates to actual implementation, customization and as-needed end-user training services by ConserveTrack. The remaining \$493,113.00 relates to the maximum sum of the annual fees due by SFPUC to ConserveTrack to subscribe to its hosted software.

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

ConserveTrack is a database application designed to store, manage and analyze data related to the urban water conservation programs. ConserveTrack is proprietary software, licensed and maintained exclusively by ConserveTrack LLC. As such, only ConserveTrack has the legal right to provide the SaaS subscription and related end user training and as-needed technical services. If SFPUC is not permitted to make a transition to Conservetrack's hosted model, it will be required to essentially pay Coservetrack the same cost for annual perpetual software support as it would for an annual hosted subscription (see tables above), but without the benefits derived from moving to a hosted model. Further, it is not cost effective for SFPUC to engage in a new RFQ for a different but comparable software as it would be required to purchase completely new licenses and recreate many of the features already customized by Conservetrack for SFPUC.

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

SFPUC first acquired a ConserveTrack perpetual software license and two years of annual maintenance through OCA's Computer Store. Thereafter, in 2013, SFPUC negotiated a new agreement (CS-290, BPUC14000027) directly with ConserveTrack for two years of software support. CS-290 was amended in 2015 to include three additional years of software support through September 30, 2018 and certain as-needed technical proprietary services that customized the software to SFPUC's business needs. The then newly added customization services portion of CS-290 was approved pursuant to PSC 30925-14/15.

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

SFPUC will renew the contract if it determines in five years that it would like to continue using the ConserveTrack software to manage SFPUC's water conservation efforts.

- 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.

ConserveTrack software is a database application designed to store, manage and analyze data related to the urban water conservation programs. The proprietary software is licensed and maintained exclusively by ConserveTrack LLC (ConserveTrack). The San Francisco Public Utilities Commission (SFPUC) first acquired a ConserveTrack perpetual software license and two years of annual maintenance through the Office of Contract Administration's Computer Store program. Thereafter, in 2013, SFPUC negotiated a new agreement (CS-290, BPUC14000027) directly with ConserveTrack for two years of software support. CS-290 was amended in 2015 to include three additional years of software support through September 30, 2018 and certain as-needed technical proprietary services that customized the software to SFPUC's business needs. The newly added customization services portion of CS-290 was approved by the Civil Service pursuant to PSC 30925-14/15, a copy of which has been provided with this submission. At this time, SFPUC has determined that it is more cost effective to move from its perpetual ConserveTrack license to a cloud-based ConserveTrack license. Therefore, this is a contract with ConserveTrack for its cloud-based software subscription and certain as needed technical and end-user training services. Given SFPUC's total investment to date in this product and its continued need to have it further customized to its evolving business needed, it make business and financial sense to execute this agreement for a period of at least 5 years since SFPUC has every intention to continue using this software during that time. CS-290 will be terminated once CS-1080 takes effect.

## 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:

ConserveTrack is proprietary software, licensed and maintained exclusively by ConserveTrack LLC. As such, only ConserveTrack has the legal right to provide the SaaS subscription and related end user training and as-needed technical services.

## 3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: ConserveTrack is a database application designed to store, manage and analyze data related to the urban water conservation programs. ConserveTrack is proprietary software, licensed and maintained exclusively by ConserveTrack LLC. As such, only ConserveTrack has the legal right to provide the software subscription and related end user training and as-needed technical services.
- 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?

ConserveTrack is a database application designed to store, manage and analyze data related to the urban water conservation programs. ConserveTrack is proprietary software, licensed and maintained exclusively



by ConserveTrack LLC. As such, only ConserveTrack has the legal right to provide the software subscription and related end user training and as-needed technical services.

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

A. Explain why civil service classes are not applicable.

ConserveTrack is a database application designed to store, manage and analyze data related to the urban water conservation programs. ConserveTrack is proprietary software, licensed and maintained exclusively by ConserveTrack LLC. As such, only ConserveTrack has the legal right to provide the software subscription and related end user training and as-needed technical 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. ConserveTrack is a database application designed to store, manage and analyze data related to the urban water conservation programs. ConserveTrack is proprietary software, licensed and maintained exclusively by ConserveTrack LLC. As such, only ConserveTrack has the legal right to provide the software subscription and related end user training and as-needed technical services.

**6. Additional Information**

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

No.

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

As outlined in the attached Appendix A to the contract, ConserveTrack will provide as-needed end-user training.

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

No.

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

No.

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

No.

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

SFPUC first acquired a ConserveTrack perpetual software license and two years of annual maintenance through OCA's Computer Store. Thereafter, in 2013, SFPUC negotiated a new agreement (CS-290, BPUC14000027) directly with ConserveTrack for two years of software support. CS-290 was amended in 2015 to include three additional years of software support through September 30, 2018 and certain as-needed technical proprietary services that customized the software to SFPUC's business needs. The then newly added customization services portion of CS-290 was approved pursuant to PSC 30925-14/15. CS-290 will be terminated once CS-1080 takes effect.

7. **Union Notification:** On 01/23/2017, the Department notified the following employee organizations of this PSC/RFP request:  
all unions were notified

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

Name: Taraneh Moayed Phone: 415-551-4377 Email: tmoayed@sfgov.org

Address: 525 Golden Gate Avenue, 5th Floor San Francisco, CA 94102

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 35150 - 16/17

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 02/06/2017

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

Department: PUBLIC UTILITIES COMMISSION -- PUCDept. Code: PUCType of Request:  Initial  Modification of an existing PSC (PSC # \_\_\_\_\_)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: As-needed technical support for proprietary ConserveTrack software licensesFunding Source: Non general FundPSC Amount: \$40,000PSC Est. Start Date: 09/30/2015PSC Est. End Date: 09/30/2018**1. Description of Work**

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

ConserveTrack is a database application designed to store, manage and analyze data related to the urban water conservation programs. SFPUC first acquired a perpetual ConserveTrack software license and two years of annual maintenance through the CCSF Computer Store in July of 2010. In 2013, SFPUC entered into a two year agreement (CS-290, BPUC1400027) with ConserveTrack for annual software support (a commodity) in the amount of \$150,600 and as-needed technical services (a professional service) in the amount of \$20,000, for a total contract amount of \$125,600. At this time, we are executing Amendment 1 to allow for an additional three years of annual software support in the amount of \$168,096 and additional as-needed technical support in the amount of \$20,000. Upon executing Amendment 1, the new contract amount will be \$313,696, of which \$273,696 will pertain to annual software maintenance (a commodity) and \$40,000 will pertain to as-needed technical services (a professional service). Technical services are for customization and changes that are not included in the software maintenance agreement. Such technical services may include the addition of data fields, pages, and reports and the import of additional data files. Such technical services shall be performed only with the express prior authorization of the City and charged on an hourly fee basis according to the rates set forth in the Agreement.

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

The technical services requested from ConserveTrack give SFPUC the tools necessary to regularly monitor, track and analyze the data gathered by the ConserveTrack software. More importantly, these services allow SFPUC to continuously customize the software to its specific and changing needs and systems. Without these services, SFPUC will not derive the full benefit of the ConserveTrack Software for which it has already paid in full. It will not be able to modify or customize the software to be in sync with SFPUC's systems and needs as those systems and needs changed and develop over time in a rapidly changing technological environment.

## 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.

NA

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

Yes. See "Response to Question 1D".

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.  
not applicable**2. Reason(s) for the Request**

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

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

## B. Explain the qualifying circumstances:

ConserveTrack is proprietary software, licensed and maintained exclusively by ConserveTrack LLC. As such, only ConserveTrack has the legal right to provide software support and any related as-needed technical services related to this proprietary software.

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

- A. Specify required skills and/or expertise: ConserveTrack is proprietary software, licensed and maintained exclusively by ConserveTrack LLC. As such, only ConserveTrack has the legal right to provide software support and any related as-needed technical services related to this proprietary software.
- 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?**

ConserveTrack is proprietary software, licensed and maintained exclusively by ConserveTrack LLC. As such, only ConserveTrack has the legal right to provide software support and any related as-needed technical services related to this proprietary software.

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

- A. Explain why civil service classes are not applicable.  
ConserveTrack is proprietary software, licensed and maintained exclusively by ConserveTrack LLC. As such, only ConserveTrack has the legal right to provide software support and any related as-needed technical services related to this proprietary software.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. ConserveTrack is proprietary software, licensed and maintained exclusively by ConserveTrack LLC. As such, only ConserveTrack has the legal right to provide software support and any related as-needed technical services related to this proprietary software.

**6. Additional Information**

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

**7. Union Notification:** On 06/17/2015, 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: Taraneh Moayed Phone: 415-252-2531 Email: taraneh.moayed@sfgov.org

Address: 525 Golden Gate Avenue, 5th Floor San Francisco, CA 94102

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 30925 - 14/15

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 07/09/2015

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: Professional Service

Funding Source: Hetch Hetchy Power Operating

PSC Duration: 5 years

PSC Amount: \$975,000

**1. Description of Work**

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

Consultant will provide expert advice, analysis, and assistance on planning for electric utility customer growth and expansion of owned electrical assets.

Work products may include, but are not limited to the following: peer review of staff analyses, providing briefings and/or presentations, creating an actionable transition and growth implementation plan, and developing an organizational structure redesign plan.

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

This service is necessary as the SFPUC Power Enterprise needs expert experience and assistance in efforts to acquire the electric grid in San Francisco and make strategic investments in electric infrastructure that are consistent with this ultimate goal. Leveraging expertise in maintaining and growing a public electric utility is essential to the Power Enterprise's long-term financial stability. Denial of this service could hinder the enterprise's ability in making strategic planning decisions.

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

No

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.

We expect there to be significant strategic/transition planning in the next 5 years as the Power Enterprise is looking to expand the utility and prepare for acquisition of the electric grid in San Francisco. Additionally, Power Enterprise must make strategic infrastructure investments that are consistent with the expected acquisition. Therefore, we will need the consultant to assist with transition planning and implementation.

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

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

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

B. Explain the qualifying circumstances:

The consultant will be assisting the Power Enterprise with its current strategic planning and acquisition efforts. This effort requires expertise in maintaining and growing a publicly-owned electric utility. There will not be a need for the consultant to stay on long-term.

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

A. Specify required skills and/or expertise: - expertise in managing publicly owned utilities (specifically aspects of

strategic planning, process re-design, development, and customer growth) - expert knowledge in asset operations and maintenance - expert knowledge in bundled electric service provision

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 aren't any other civil service classifications and/or groups that can provide this type of expert level consulting within the City as we have never attempted such a project before.

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

A. Explain why civil service classes are not applicable.

The scope cannot be performed by civil service staff as this work will not be needed long-term. The scope of this work applies only to the City's current efforts to acquire PG&E's electrical infrastructure. This needs to be performed by someone with executive management experience within publicly-owned utilities that can consult on strategy and implementation on this unique transitional period.

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 requires expert level experience for a short time period of transitional analysis & strategic planning.

**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. We don't expect the need for this service in the long term as this transition period is very unique. The consultant will be providing strategic planning consultation rather than specific skills sets that can be taught to staff.

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

No.

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

No.

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

No.

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

No.

**7. Union Notification:** On 02/17/2022, 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# 47227 - 21/22

DHR Analysis/Recommendation:  
Commission Approval Required  
DHR Approved for 04/18/2022

Civil Service Commission Action:



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

**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [shale@sfwater.org](mailto:shale@sfwater.org)  
**To:** [Hale, Shawndrea M.](mailto:Hale,Shawndrea.M.); [kennethlomba@gmail.com](mailto:kennethlomba@gmail.com); [snaranjo@cirseiu.org](mailto:snaranjo@cirseiu.org); [mdennis@twusf.org](mailto:mdennis@twusf.org); [rmarenco@twusf.org](mailto:rmarenco@twusf.org); [pwilson@twusf.org](mailto:pwilson@twusf.org); [cmoyer@nccrc.org](mailto:cmoyer@nccrc.org); [noah.frigault@sfgov.org](mailto:noah.frigault@sfgov.org); [sfdpoa@icloud.com](mailto:sfdpoa@icloud.com); [Mjayne@iam1414.org](mailto:Mjayne@iam1414.org); [Emanuel, Rachel \(DEM\)](mailto:Emanuel,Rachel.(DEM)); [laborers261@gmail.com](mailto:laborers261@gmail.com); [Laxamana, Junko \(BOS\)](mailto:Laxamana,Junko.(BOS)); [jennifer.esteen@seiu1021.org](mailto:jennifer.esteen@seiu1021.org); [emathurin@cirseiu.org](mailto:emathurin@cirseiu.org); [abush@cirseiu.org](mailto:abush@cirseiu.org); [sbabaria@cirseiu.org](mailto:sbabaria@cirseiu.org); [anthony@dc16.us](mailto:anthony@dc16.us); [mlobre@sfpoa.org](mailto:mlobre@sfpoa.org); [tracym@sfpoa.org](mailto:tracym@sfpoa.org); [mleach@ibt856.org](mailto:mleach@ibt856.org); [rooferslocal40@gmail.com](mailto:rooferslocal40@gmail.com); [sal@local16.org](mailto:sal@local16.org); [Criss@sfmea.com](mailto:Criss@sfmea.com); [Julie.Meyers@sfgov.org](mailto:Julie.Meyers@sfgov.org); [seichenberger@local39.org](mailto:seichenberger@local39.org); [Samaguy@sfmea.com](mailto:Samaguy@sfmea.com); [ablood@cirseiu.org](mailto:ablood@cirseiu.org); [kcartermartinez@cirseiu.org](mailto:kcartermartinez@cirseiu.org); [ecassidy@ifpte21.com](mailto:ecassidy@ifpte21.com); [WendyWong26@yahoo.com](mailto:WendyWong26@yahoo.com); [wendywong26@yahoo.com](mailto:wendywong26@yahoo.com); [sarah.wilson@seiu1021.org](mailto:sarah.wilson@seiu1021.org); [kschumacher@ifpte21.org](mailto:kschumacher@ifpte21.org); [kpage@ifpte21.org](mailto:kpage@ifpte21.org); [tjenkins@uapd.com](mailto:tjenkins@uapd.com); [eerbach@ifpte21.org](mailto:eerbach@ifpte21.org); [tmathews@ifpte21.org](mailto:tmathews@ifpte21.org); [amakayan@ifpte21.org](mailto:amakayan@ifpte21.org); [jb@local16.org](mailto:jb@local16.org); [Ricardo.lopez@sfgov.org](mailto:Ricardo.lopez@sfgov.org); [Basconcillo, Kathy](mailto:Basconcillo,Kathy); [Sandeep.lal@seiu1021.me](mailto:Sandeep.lal@seiu1021.me); [pcamarillo\\_seiu@sbcglobal.net](mailto:pcamarillo_seiu@sbcglobal.net); [MRainsford@local39.org](mailto:MRainsford@local39.org); [Wendy.Frigillana@seiu1021.org](mailto:Wendy.Frigillana@seiu1021.org); [pscreview@seiu1021.org](mailto:pscreview@seiu1021.org); [pkim@ifpte21.org](mailto:pkim@ifpte21.org); [agonzalez@iam1414.org](mailto:agonzalez@iam1414.org); [ted.zarzecki@seiu1021.net](mailto:ted.zarzecki@seiu1021.net); [leah.berlanga@seiu1021.org](mailto:leah.berlanga@seiu1021.org); [gail@sfflocal798.org](mailto:gail@sfflocal798.org); [cityworker@sfcwu.org](mailto:cityworker@sfcwu.org); [davidmkersten@gmail.com](mailto:davidmkersten@gmail.com); [djohnson@opcmialocal300.org](mailto:djohnson@opcmialocal300.org); [ramonluna261@gmail.com](mailto:ramonluna261@gmail.com); [ablood@cirseiu.org](mailto:ablood@cirseiu.org); [pkarinen@nccrc.org](mailto:pkarinen@nccrc.org); [tony@dc16.us](mailto:tony@dc16.us); [stevek@bac3-ca.org](mailto:stevek@bac3-ca.org); [xiumin.li@seiu1021.org](mailto:xiumin.li@seiu1021.org); [Sin.Yee.Poon@sfgov.org](mailto:Sin.Yee.Poon@sfgov.org); [smcgarry@nccrc.org](mailto:smcgarry@nccrc.org); [rmitchell@twusf.org](mailto:rmitchell@twusf.org); [grojo@local39.org](mailto:grojo@local39.org); [jduritz@uapd.com](mailto:jduritz@uapd.com); [staff@sfmea.com](mailto:staff@sfmea.com); [mike@dc16.us](mailto:mike@dc16.us); [khughes@ibew6.org](mailto:khughes@ibew6.org); [L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org); [sfmsa@gmail.com](mailto:sfmsa@gmail.com); [bart@dc16.us](mailto:bart@dc16.us); [david.canham@seiu1021.org](mailto:david.canham@seiu1021.org); [jtanner940@aol.com](mailto:jtanner940@aol.com); [oashworth@ibew6.org](mailto:oashworth@ibew6.org); [L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org); [laborers261@gmail.com](mailto:laborers261@gmail.com); [local200twu@sbcglobal.net](mailto:local200twu@sbcglobal.net); [speedy4864@aol.com](mailto:speedy4864@aol.com); [Christina@sfmea.com](mailto:Christina@sfmea.com); [ecdemvoter@aol.com](mailto:ecdemvoter@aol.com); [thomas.vitale@seiu1021.org](mailto:thomas.vitale@seiu1021.org); [Hale, Shawndrea M.](mailto:Hale,Shawndrea.M.); [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 47227 - 21/22  
**Date:** Thursday, February 17, 2022 2:37:57 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 47227 - 21/22 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 47227 - 21/22 for \$975,000 for Initial Request services for the period 08/01/2022 – 07/31/2027. 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/17997> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions

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

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

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW

Dept. Code: DPW

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

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

Type of Service: As Needed Infrastructure Engineering Support Services

Funding Source: Interdepartmental Work Orders

PSC Duration: 6 years 1 day

PSC Amount: \$12,000,000

**1. Description of Work**

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

Consultants will perform highly specialized civil engineering and surveying tasks that include reviewing various Agreements, Project Documents, standards, regulations, codes, Master Utility Plans, and various specifications; assisting in updating entitlement documents; coordinating shut-down's, relocations, and transitions of existing streets and utility systems; preparing and processing mapping applications, Conditions of Approval related to Tentative Maps, Public Improvement Agreements related to Final Maps, lot line adjustment, merger, Transfers map, and Final Map Applications; assisting in the review of Boundary Surveys, ALTA Surveys, Records of Survey; assisting in preparation of Public Improvement Agreements, Acquisition Agreements, encroachments, easement, and other map related services; reviewing Planned Infrastructure Systems and identifying issues and conflicts at land transfers; facilitating City Plan Review Process; coordinating infrastructure and mapping meetings; providing technical support on infrastructure design issues and analyzing schedule impacts; reviewing cost estimates for bonding or acquisition purposes; assisting in preparation of documents for acceptance and acquisition of completed improvements; assisting in bond reduction determinations; assisting in determination of completeness of infrastructure systems, and coordinating horizontal improvement changes resulting from vertical improvements. The Department intends to award four (4) contracts, each not to exceed \$2,000,000.

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

Services are as-needed to assist Public Works on difficult or unique projects that require specialized civil engineering and surveying expertise beyond the capabilities of existing staff, and to meet scheduling demands when the workload exceeds Department resources. Denial to this service could result in failure to meet client department requirements and project delays that would increase construction costs.

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

In the past, Infrastructure Engineering Support services have been provided by As-Needed Infrastructure Engineering Support Services contracts approved under most recent PSC No. 41567-1718.

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 additional time in the PSC duration is to allow for any delays in processing and awarding the contracts. The contracts will have duration of no more than 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).
- 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:

These services will only be utilized on an as-needed basis when the specialized services are required.

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

- A. Specify required skills and/or expertise: Professional Civil Engineers and Licensed Land Surveyors; extensive knowledge and expertise in land development projects; knowledge and expertise in design and review of public streets, streetscape, and utilities; expertise in reviewing Agreements, Project Documents, Master Utility Plans, Infrastructure Plans, and Land Transfers; exceptional knowledge of California Subdivision Map Act; extensive knowledge and expertise in application of San Francisco Subdivision Code and Regulations; experience in updating entitlement documents; extensive experience in reviewing submitted tentative maps; knowledge of San Francisco mapping and property records; experience in convening meetings with multiple public and private stakeholders; experience in tracking and managing multiple submittals; experience in preparing Public Improvement Agreements, Acquisition Agreements, encroachments, and easements; experience in creating conditions of approval for development projects; experience in preparing and processing subdivision map applications, Final Maps, lot line adjustment, merger, and Final Map Applications; experience in review of Boundary Surveys, ALTA Surveys, and Records of Survey; experience in coordinating horizontal improvement changes resulting from vertical improvements; and experience working with multiple public and private stakeholders.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5174, Administrative Engineer; 5207, Assoc Engineer; 5211, Eng/Arch/Landscape Arch Sr; 5214, Building Plans Engineer; 5216, Chief Surveyor; 5241, Engineer;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No

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

None. Current employees do not possess the experience and expertise to perform this highly specialized work.

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

- A. Explain why civil service classes are not applicable.  
Civil Service classes 5211, 5174, 5241, 5207, 5216, and 5214 may be able to perform this work if they have the experience and expertise; however, current employees do not possess the experience and expertise to perform this highly 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. Civil Service classes mentioned above already exist.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
  
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
No. Services required are on as-needed basis and are highly dependent on land development climate. There is little to no opportunity for Consultant to train permanent City staff.
  
- C. Are there legal mandates requiring the use of contractual services?  
No.
  
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
  
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
  
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

**7. Union Notification:** On 02/16/2022, the Department notified the following employee organizations of this PSC/RFP request:

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

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

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

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 48613 - 21/22

DHR Analysis/Recommendation:  
Commission Approval Required  
DHR Approved for 04/18/2022

Civil Service Commission Action:

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

**From:** [dhrrpscordinator@sfgov.org](mailto:dhrrpscordinator@sfgov.org) on behalf of [alexander.burns@sfdpw.org](mailto:alexander.burns@sfdpw.org)  
**To:** [Burns, Alexander \(DPW\)](mailto:Burns,Alexander@DPW); [Laxamana, Junko \(BOS\)](mailto:Laxamana,Junko@BOS); [amakayan@ifpte21.org](mailto:amakayan@ifpte21.org); [ecassidy@ifpte21.com](mailto:ecassidy@ifpte21.com); [WendyWong26@yahoo.com](mailto:WendyWong26@yahoo.com); [wendywong26@yahoo.com](mailto:wendywong26@yahoo.com); [tmathews@ifpte21.org](mailto:tmathews@ifpte21.org); [kschumacher@ifpte21.org](mailto:kschumacher@ifpte21.org); [kpage@ifpte21.org](mailto:kpage@ifpte21.org); [eerbach@ifpte21.org](mailto:eerbach@ifpte21.org); [pkim@ifpte21.org](mailto:pkim@ifpte21.org); [L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org); [Macaranas, Belle \(DPW\)](mailto:Macaranas,Belle@DPW); [DHR-PSCCoordinator, DHR \(HRD\)](mailto:DHR-PSCCoordinator,DHR@HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 48613 - 21/22  
**Date:** Wednesday, February 16, 2022 5:41:49 PM

---

RECEIPT for Union Notification for PSC 48613 - 21/22 more than \$100k

The GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW has submitted a request for a Personal Services Contract (PSC) 48613 - 21/22 for \$12,000,000 for Initial Request services for the period 04/18/2022 – 04/17/2028. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/17970> 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 - PUBLIC WORKS -- DPW

Dept. Code: DPW

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

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

Type of Service: As-Needed Infrastructure Engineering Support Services

Funding Source: Interdepartmental work orders

PSC Amount: \$8,000,000

PSC Est. Start Date: 02/05/2018

PSC Est. End Date 06/30/2024

**1. Description of Work**

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

Consultants will perform highly specialized civil engineering and surveying tasks that include reviewing various Agreements, Project Documents, standards, regulations, codes, Master Utility Plans, and various specifications; assisting in updating entitlement documents; coordinating shut-down's, relocations, and transitions of existing streets and utility systems; preparing and processing mapping applications, Conditions of Approval related to Tentative Maps, Public Improvement Agreements related to Final Maps, lot line adjustment, merger, Transfers map, and Final Map Applications; assisting in the review of Boundary Surveys, ALTA Surveys, Records of Survey; assisting in preparation of Public Improvement Agreements, Acquisition Agreements, encroachments, easement, and other map related services; reviewing Planned Infrastructure Systems and identifying issues and conflicts at land transfers; facilitating City Plan Review Process; coordinating infrastructure and mapping meetings; providing technical support on infrastructure design issues and analyzing schedule impacts; reviewing cost estimates for bonding or acquisition purposes; assisting in preparation of documents for acceptance and acquisition of completed improvements; assisting in bond reduction determinations; assisting in determination of completeness of infrastructure systems, and coordinating horizontal improvement changes resulting from vertical improvements. The Department intends to award four (4) contracts, each not to exceed \$2,000,000.

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

Services are as-needed to assist Public Works on difficult or unique projects that require specialized civil engineering and surveying expertise beyond the capabilities of existing staff, and to meet scheduling demands when the workload exceeds Department resources. Denial of this service could result in failure to meet client department requirements and project delays that would increase construction costs.

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

Public Works has not provided these services in the past. The Office of Community Investment and Infrastructure (OCII), formerly known as SF Redevelopment Agency, contracted a consulting firm to provide these services in the past. However, OCII is not expected to have a role in upcoming projects. By directly contracting to an infrastructure engineering specialty firm that has the expertise in this highly skilled work, we can eliminate unnecessary markup cost, duplication of work, provide efficient service and products that meet client needs.

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

No

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

PSC duration exceeds 5 years to include time needed for advertising and award. Contract duration will not exceed 5 years.

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

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

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

These services will only be utilized on an as-needed basis when the specialized services are required.

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

- A. Specify required skills and/or expertise: Professional Civil Engineers and Licensed Land Surveyors; extensive knowledge and expertise in land development projects; knowledge and expertise in design and review of public streets, streetscape, and utilities; expertise in reviewing Agreements, Project Documents, Master Utility Plans, Infrastructure Plans, and Land Transfers; exceptional knowledge of California Subdivision Map Act; extensive knowledge and expertise in application of San Francisco Subdivision Code and Regulations; experience in updating entitlement documents; extensive experience in reviewing submitted tentative maps; knowledge of San Francisco mapping and property records; experience in convening meetings with multiple public and private stakeholders; experience in tracking and managing multiple submittals; experience in preparing Public Improvement Agreements, Acquisition Agreements, encroachments, and easements; experience in creating conditions of approval for development projects; experience in preparing and processing subdivision map applications, Final Maps, lot line adjustment, merger, and Final Map Applications; experience in review of Boundary Surveys, ALTA Surveys, and Records of Survey; experience in coordinating horizontal improvement changes resulting from vertical improvements; and experience working with multiple public and private stakeholders.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5174, Administrative Engineer; 5207, Assoc Engineer; 5211, Eng/Arch/Landscape Arch Sr; 5214, Building Plans Engineer; 5216, Chief Surveyor; 5241, Engineer;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

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

None. Current employees do not possess the experience and expertise to perform this highly specialized work.

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

- A. Explain why civil service classes are not applicable.  
Civil Service classes 5211, 5174, 5241, 5207, 5216, and 5214 may be able to perform this work with some training and experience; however, current employees do not possess the experience and expertise to perform this highly 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. Civil Service classifications already exist to perform some aspects of the work. However, it is not cost effective to staff up due to unpredictable funding, and sporadic nature of the work. These specialized services will only be utilized on an as-needed basis.

**6. Additional Information**

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

- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.  
No. No training will be provided since these highly specialized and unpredictable services will only be utilized on an as-needed basis.
- 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 12/06/2017, the Department notified the following employee organizations of this PSC/RFP request:  
Professional & Tech Engrs, Local 21

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

Name: David Bui Phone: 415-554-6417 Email: david.bui@sfdpw.org

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 41567 - 17/18

DHR Analysis/Recommendation:

action date: 02/05/2018

Commission Approval Required

Approved by Civil Service Commission

02/05/2018 DHR Approved for 02/05/2018

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

Department: GENERAL SERVICES AGENCY - PUBLIC WORKSDept. Code: DPWType of Request:  Initial  Modification of an existing PSC (PSC # 41567 - 17/18)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: As-Needed Infrastructure Engineering Support ServicesFunding Source: Interdepartmental work ordersPSC Original Approved Amount: \$8,000,000PSC Original Approved Duration: 02/05/18 - 06/30/24 (6 years 20 weeks)PSC Mod#1 Amount: \$4,000,000PSC Mod#1 Duration: no duration addedPSC Cumulative Amount Proposed: \$12,000,000PSC Cumulative Duration Proposed: 6 years 20 weeks**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

Consultants will perform highly specialized civil engineering and surveying tasks that include reviewing various Agreements, Project Documents, standards, regulations, codes, Master Utility Plans, and various specifications; assisting in updating entitlement documents; coordinating shut-down's, relocations, and transitions of existing streets and utility systems; preparing and processing mapping applications, Conditions of Approval related to Tentative Maps, Public Improvement Agreements related to Final Maps, lot line adjustment, merger, Transfers map, and Final Map Applications; assisting in the review of Boundary Surveys, ALTA Surveys, Records of Survey; assisting in preparation of Public Improvement Agreements, Acquisition Agreements, encroachments, easement, and other map related services; reviewing Planned Infrastructure Systems and identifying issues and conflicts at land transfers; facilitating City Plan Review Process; coordinating infrastructure and mapping meetings; providing technical support on infrastructure design issues and analyzing schedule impacts; reviewing cost estimates for bonding or acquisition purposes; assisting in preparation of documents for acceptance and acquisition of completed improvements; assisting in bond reduction determinations; assisting in determination of completeness of infrastructure systems, and coordinating horizontal improvement changes resulting from vertical improvements. The Department intends to award four (4) contracts, each not to exceed \$2,000,000.

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

Services are as-needed to assist Public Works on difficult or unique projects that require specialized civil engineering and surveying expertise beyond the capabilities of existing staff, and to meet scheduling demands when the workload exceeds Department resources. Denial of this service could result in failure to meet client department requirements and project delays that would increase construction costs.

**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 41567 - 17/18

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:

N/A. Any additional time in the original PSC Duration is to allow for any delays in processing and awarding the contracts. All contracts will have 5-year terms.

## 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).

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:

These services will only be utilized on an as-needed basis when the specialized services are required.

B. Reason for the request for modification:

This Mod Request is for increasing contracting capacity in as-needed Infrastructure Engineering Support Services contracts. These as-needed contracts are necessary to support Public Works on special projects that require expertise that are not provided by staff, and when the staff cannot meet project demands due to heavy work load.

## 3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Professional Civil Engineers and Licensed Land Surveyors; extensive knowledge and expertise in land development projects; knowledge and expertise in design and review of public streets, streetscape, and utilities; expertise in reviewing Agreements, Project Documents, Master Utility Plans, Infrastructure Plans, and Land Transfers; exceptional knowledge of California Subdivision Map Act; extensive knowledge and expertise in application of San Francisco Subdivision Code and Regulations; experience in updating entitlement documents; extensive experience in reviewing submitted tentative maps; knowledge of San Francisco mapping and property records; experience in convening meetings with multiple public and private stakeholders; experience in tracking and managing multiple submittals; experience in preparing Public Improvement Agreements, Acquisition Agreements, encroachments, and easements; experience in creating conditions of approval for development projects; experience in preparing and processing subdivision map applications, Final Maps, lot line adjustment, merger, and Final Map Applications; experience in review of Boundary Surveys, ALTA Surveys, and Records of Survey; experience in coordinating horizontal improvement changes resulting from vertical improvements; and experience working with multiple public and private stakeholders.

B. Which, if any, civil service class(es) normally perform(s) this work? 5174, Administrative Engineer; 5207, Assoc Engineer; 5211, Eng/Arch/Landscape Arch Sr; 5214, Building Plans Engineer; 5216, Chief Surveyor; 5241, Engineer;

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

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

Not Applicable

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

- A. Explain why civil service classes are not applicable.  
Civil Service classes 5211, 5174, 5241, 5207, 5216, and 5214 may be able to perform this work with some training and experience; however, current employees do not possess the experience and expertise to perform this highly 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. Civil Service classifications already exist to perform some aspects of the work. However, it is not cost effective to staff up due to unpredictable funding, and sporadic nature of the work. These specialized services will only be utilized on an as-needed basis.

**6. Additional Information**

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

- 7. Union Notification:** On 12/17/20, the Department notified the following employee organizations of this PSC/RFP request:  
Professional & Tech Engrs, Local 21;

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

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

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 41567 - 17/18

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 12/30/2020



PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW

Dept. Code: DPW

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

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

Type of Service: Specialized Technical Support for a JOC system for Ch. 6 Depts

Funding Source: Various projects and general fund

PSC Duration: 6 years 2 days

PSC Amount: \$9,000,000

**1. Description of Work**

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

General services to assist the City in administering a Job Order Contracting (JOC) system as provided for in San Francisco Administrative Code Section 6.62 for use in expediting the design and construction of small and/or urgent projects. Service provider will prepare specialized Unit Price Books (construction cost catalog) with regional adjustments to costs for competitive bidding, technical specifications, provide proprietary JOC management software, and training to City staff and contractors in the use of a job order contracting system.

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

The proposed services are not currently performed by City staff but are necessary to implement and maintain JOC program functions, which improve the City's responsiveness for small construction projects. Denial will result in disruption to these services, which will, in effect, disrupt functionality of any department's JOC program to be covered under this PSC.

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

This service was previously provided by PSC 43023-1617 for the same services. PSC 44551-2021 initially approved for this same scope of work and duration.

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.

Initial contract duration is anticipated for 5 years, however, PSC duration exceeds 5 years to account for time needed to advertise and award a contract.

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

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

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

B. Explain the qualifying circumstances:

This is a specialized service requiring expertise, resources, research and development of the construction cost catalog (which includes over 10,000 construction tasks), management software, and database. All City departments utilizing this professional service intend to set up an enterprise agreement. This new agreement is expected to be completed by February 2020 which will allow for uninterrupted functioning of each City agency's JOC program.

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

- A. Specify required skills and/or expertise: Consultant must be able to prepare a Unit Price Book containing at least 10,000 unit prices covering material and labor costs for various units of construction; adjustment of those unit costs to current market conditions; prepare and publish technical specifications for Divisions 2-16 describing the materials, performance and installation requirements for each of the construction tasks listed in the Unit Price Book including annual updating as necessary; and, in conjunction with City staff, develop and publish the Contracts and Forms; provide software to manage contracts for construction; all in accordance with the needs and requirements of the various City departments.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1820, Junior Administrative Analyst; 1822, Administrative Analyst; 1823, Senior Administrative Analyst; 1824, Pr Administrative Analyst; 1840, Junior Management Assistant; 1842, Management Assistant; 1844, Senior Management Assistant; 5120, Architectural Administrator; 5174, Administrative Engineer; 5201, Junior Engineer; 5203, Asst Engr; 5207, Assoc Engineer; 5211, Eng/Arch/Landscape Arch Sr; 5241, Engineer; 5265, Architectural Associate 1; 5266, Architectural Associate 2; 5268, Architect; 5366, Engineering Associate 2; 5502, Project Manager 1; 5504, Project Manager 2; 5506, Project Manager 3;
- 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, due to the extensive and proprietary nature of information and software provided by the current service provider.

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

- A. Explain why civil service classes are not applicable.  
The consultant specializes in developing this alternative, specialized contracting system. None of the Civil Service Classifications has developed such a program. Specialized expertise and extensive research are needed to provide over 10,000 unit prices for construction projects. The program, while adjusted for use by City staff, is also provided to several agencies across the nation.
- 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 is a specialized service. One civil service class would not cover the breadth of services to be performed.

**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. 20-25 employees, 8 hrs/employee; Civil Service classifications: 5120 Architectural Administrator, 5502/5504/5506 Project Managers, 5211 Senior Engineer/Architect, 5174 Administrative Engineer, 5241 Engineer, 5207 Associate Engineer, 5203 Assistant Engineer, 5201 Junior Engineer, 5268 Architect, 5366 Engineering Associate, 5265/5266 Architectural Associates, 1840/1842/1844 Management Assistants, 1820/1822/1824 Administrative Analysts. Training will be on how the JOC task order is developed and used; how to review JOC task order proposals using the JOC software and Unit Price Book; and how to prepare reports and contract documents using the JOC software.

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 12/08/2021, the Department notified the following employee organizations of this PSC/RFP request:  
Elected Officials; 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: Alexander Burns Phone: 415-554-6411 Email: alexander.burns@sfdpw.org

Address: 49 South Van Ness Avenue San Francisco, CA 94103

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 49183 - 21/22

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 04/18/2022

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

**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [alexander.burns@sfdpw.org](mailto:alexander.burns@sfdpw.org)  
**To:** [Burns, Alexander \(DPW\)](mailto:Burns,Alexander@DPW); [Laxamana, Junko \(BOS\)](mailto:Laxamana,Junko@BOS); [sarah.wilson@seiu1021.org](mailto:sarah.wilson@seiu1021.org); [Sandeep.lal@seiu1021.me](mailto:Sandeep.lal@seiu1021.me); [leah.berlanga@seiu1021.org](mailto:leah.berlanga@seiu1021.org); [Frigault, Noah \(HRC\)](mailto:Frigault,Noah@HRC); [Meyers, Julie \(HSA\)](mailto:Meyers,Julie@HSA); [thomas.vitale@seiu1021.org](mailto:thomas.vitale@seiu1021.org); [Ricardo.lopez@sfgov.org](mailto:Ricardo.lopez@sfgov.org); [Basconillo, Katherine \(PUC\)](mailto:Basconillo,Katherine@PUC); [pcamarillo\\_seiu@sbcglobal.net](mailto:pcamarillo_seiu@sbcglobal.net); [Wendy.Frigillana@seiu1021.org](mailto:Wendy.Frigillana@seiu1021.org); [pscreview@seiu1021.org](mailto:pscreview@seiu1021.org); [ted.zarzecki@seiu1021.net](mailto:ted.zarzecki@seiu1021.net); [davidmkersten@gmail.com](mailto:davidmkersten@gmail.com); [xiumin.li@seiu1021.org](mailto:xiumin.li@seiu1021.org); [Poon, Sin Yee \(HSA\)](mailto:Poon,Sin.Yee@HSA); [david.canham@seiu1021.org](mailto:david.canham@seiu1021.org); [jtanner940@aol.com](mailto:jtanner940@aol.com); [Macaranas, Belle \(DPW\)](mailto:Macaranas,Belle@DPW); [DHR-PSCCoordinator, DHR \(HRD\)](mailto:DHR-PSCCoordinator,DHR@HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 49183 - 21/22  
**Date:** Wednesday, December 08, 2021 4:05:13 PM

---

RECEIPT for Union Notification for PSC 49183 - 21/22 more than \$100k

The GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW has submitted a request for a Personal Services Contract (PSC) 49183 - 21/22 for \$9,000,000 for Initial Request services for the period 03/01/2022 – 03/01/2028. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/17633> 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

**From:** [Macaranas, Belle \(DPW\)](#)  
**To:** [tmathews@ifpte21.org](mailto:tmathews@ifpte21.org)  
**Subject:** FW: Receipt of Notice for new PCS over \$100K PSC # 49183 - 21/22  
**Date:** Thursday, February 17, 2022 3:39:00 PM  
**Attachments:** [PSC49183-2122 JOC Implementation Services.pdf](#)  
**Importance:** High

---

Hi Timothy,

Local 21 appeared to have not been notified in the system regarding PSC 49183-21/22. Please see attached request for your review. We are hoping to get this scheduled for the March 21 Civil Service Commission, but please let me know if you have any concerns, preferably by February 25, 2022.

Thank you for your time and consideration.

**Belle Macaranas**  
Contract Administration Division

San Francisco Public Works | City and County of San Francisco | [sfpublicworks.org](http://sfpublicworks.org) | [twitter.com/sfpublicworks](https://twitter.com/sfpublicworks)  
P: (628) 271-3138 | 49 South Van Ness Avenue, Suite 1600 | San Francisco, CA 94103

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

From: dhr-psccordinator@sfgov.org <dhr-psccordinator@sfgov.org> On Behalf Of alexander.burns@sfdpw.org  
Sent: Wednesday, December 8, 2021 3:56 PM  
To: Burns, Alexander (DPW) <alexander.burns@sfdpw.org>; Laxamana, Junko (BOS) <junko.laxamana@sfgov.org>; sarah.wilson@seiu1021.org; Sandeep.lal@seiu1021.me; leah.berlanga@seiu1021.org; Frigault, Noah (HRC) <noah.frigault@sfgov.org>; Meyers, Julie (HSA) <Julie.Meyers@sfgov.org>; thomas.vitale@seiu1021.org; Ricardo.lopez@sfgov.org; Basconciello, Katherine (PUC) <kbasconciello@sfgwater.org>; 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) <sin.yee.poon@sfgov.org>; david.canham@seiu1021.org; jtanner940@aol.com; Macaranas, Belle (DPW) <belle.macaranas@sfdpw.org>; DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>  
Subject: Receipt of Notice for new PCS over \$100K PSC # 49183 - 21/22

RECEIPT for Union Notification for PSC 49183 - 21/22 more than \$100k

The GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW has submitted a request for a Personal Services Contract (PSC) 49183 - 21/22 for \$9,000,000 for Initial Request services for the period 03/01/2022 – 03/01/2028. Notification of

30

days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/17633> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

# **Additional Attachment(s)**





**SAN FRANCISCO PUBLIC WORKS**  
**Sourcing Event ID 0000005904**

**REQUEST FOR PROPOSAL**  
**CITYWIDE JOB ORDER CONTRACTING**  
**IMPLEMENTATION SERVICES**

This Solicitation can be viewed at SF City Partner Website:  
<https://sfcitypartner.sfgov.org/pages/index.aspx>

RFP Advertised: December 2021  
Preproposal Conference: TBD  
Deadline for Questions:  
Deadline to Submit Proposals: TBD  
Contract Manager: Teenchee Le; [teenchee.le@sfdpw.org](mailto:teenchee.le@sfdpw.org)

## **SECTION 2 – BACKGROUND**

---

### **A. City and County of San Francisco**

The City and County of San Francisco (City) has multiple departments with contracting authority for construction work, including San Francisco Public Works (Public Works), San Francisco Public Utilities Commission (SFPUC), San Francisco Municipal Transportation Agency (SFMTA), San Francisco International Airport (SFIA), San Francisco Recreation and Park (SFRPD), and Port of San Francisco (SFPort). With the exception of SFPort, each listed agency utilizes or has utilized a JOC program as an option to contract with construction contractors for public work. Each program has required the services of a JOC consultant service provider to perform some or all of the services described within this RFP.

This RFP sets forth the qualifications needed, describes the submission requirements, establishes the criteria for selection, defines the selection process, and provides a Sample Agreement with City's Proposed Agreement terms. The resulting contract from this RFP will be between the service provider and Public Works, but the service provider will be working with each City department that requires services. All services, fees, and contractual obligations shall apply equally between the service provider and each City department, and each City department will be responsible for paying the service provider directly for fees incurred due to services received.

### **B. Job Order Contracting (JOC) Program**

JOC contracts are competitively bid, indefinite quantity contracts – in which contractors bid an adjustment factor to preset construction unit prices – used to accomplish work needed for small size, multi-trades, minor construction, repair and remodel projects. A JOC contract comprises of a series of individual tasks issued as Contract Service Orders (CSOs) under the Master Agreement. JOC contracts were introduced in 2000 to Public Works as a cost effective and faster response alternative to the traditional design-bid-award contracts for its smaller public works projects for which City staff could not perform work. Public Works and other City agencies who have implemented JOC contracts managed by a JOC Construction Service provider have agreed that this method has proven to be effective in executing these smaller construction jobs.

Each City department's JOC program continues to implement and manage the scope of the JOC program in meeting the needs of clients throughout the City. To date, the past, current, and anticipated JOC contracts include, but are not limited to:

- A-licensed General Engineering Services contracts;
- B-licensed General Building Services contracts;
- C10 Electrical Services contracts;
- Other contracts as determined by each City department

### **C. Job Order Contracting Implementation Services**

The primary role of the service provider will be to assist each City agency, under this agreement with Job Order Contract (JOC) Implementation Services, including program

development, procurement support, staff and contractor training, and technical support. The service provider will be called upon to develop and administer multiple customized construction JOC contracts during the term of the Agreement.

Service provider shall provide qualified individuals to assist in the execution of contracts and task orders. The following core services shall be provided at a minimum with additional services upon request.

I. Core Services include:

- Initiation Plan
- Program Development, Implementation and Support
- Trainings and Presentations
- Contract Documents
  - Unit Price Book
  - Technical Specifications
  - Contractual Terms and Conditions and Bid Forms
- JOC Implementation Software
- User Support
- Proposal Development and Review Services
- Real Time Pricing
- Reports
- Department Liaison

II. Additional Services may include:

- Project Development
- Construction Estimating
- Construction Management
- Project Budgeting and Planning

## **SECTION 3 – MINIMUM QUALIFICATIONS**

---

The minimum qualifications (“MQ”) set forth below are required for a Proposer to be eligible to submit a proposal in response to the RFP. Each Proposal will be reviewed for initial determination on whether Proposer meets the MQs outlined in this section. **This screening is a pass or fail determination and a Proposal that fails to meet the Minimum Qualifications will not be eligible for further consideration in the evaluation process.** The City reserves the right to request clarifications from Proposers prior to rejecting a Proposal for failure to meet the Minimum Qualifications.

### **A. Prime Consultant or Joint Venture Partners Qualifications**

Proposers must provide documentation that clearly demonstrates each Minimum Qualification (MQ) listed below has been met.

<b>MQ #</b>	<b>Description</b>
<b>MQ1</b>	One (1) year proven expertise and experience in creating and/or implementing construction JOC.
<b>MQ2</b>	Experience with no less than one (1) client, similar to City and County of San Francisco, in any major metropolitan area in the United States.
<b>MQ3</b>	Ownership and maintenance of JOC implementation software and a unit price catalog of construction tasks.

### **B. Lead/Key Team Member Qualifications**

Proposers responding to this RFP shall provide documentation to demonstrate that its personnel meet the following minimum qualifications:

<b>MQ #</b>	<b>Description</b>
<b>MQ1</b>	A minimum of one (1) Lead Team Member shall have at least five (5) years proven expertise and extensive experience in implementing construction JOC and providing the full range of services identified in Section 4.B “Services”.

## **SECTION 4 – WRITTEN PROPOSAL AND COST PROPOSAL CRITERIA**

---

This section contains the details of the criteria against which Proposers will be evaluated. The Written Proposal shall clearly respond to the categories of qualifications and services as outlined in sections 4.1 and 4.2 below. Separate from the Written Proposal, the Cost Proposal, shall clearly respond to the categories of the fee proposal and fee structure as outlined in section C below. The Proposer eligible for the award of a Contract shall be obligated to honor and execute all work as provided in its Written Proposal and Cost Proposal, including negotiation between the City and Selected Proposer. Responsive Written Proposals and Cost Proposals will be evaluated separately, by an evaluation panel consisting of qualified individuals who have knowledge of construction JOC.

### **4.1 QUALIFICATIONS (10 maximum possible points)**

#### **1. Company Experience (5 points)**

Proposers responding to this RFP shall demonstrate its breadth of experience in construction JOC. This may include:

- a. Years of expertise and experience in creating and implementing construction JOC.
- b. Number and types of clients in company portfolio as it relates to construction JOC.
- c. Execution of services identified in subsection B. “Services” of this section
- d. Organization and structure of company.

Proposer, if pertinent, may identify experience in the following:

- a. California-based clients similar to City and County of San Francisco within the past five (5) years,
- b. Clients who are considered major metropolitan areas in the United States within the past three (3) years,
- c. Agreements with clients who represent multiple agencies, departments or divisions similar to City and County of San Francisco.
- d. Multi-year JOC contracts issued to construction contractors by its clients,
- e. Issuance of construction JOC contracts by clients who have codes and policies similar to those of City and County of San Francisco, such as San Francisco’s Administrative Code Chapter 6.62.
- f. Ability to support clients with the amount of work similar to City and County of San Francisco as projected within this agreement (refer to Section **VI.E** for projection of work).

#### **2. Lead/Key Team Member Experience (5 points)**

Proposers responding to this RFP shall identify personnel who will be involved in the execution of work under a potential agreement. The personnel shall be identified by name and role, and may include, but may not be limited to, the following:

- a. Contract/project/account manager

- b. Construction field work personnel
- c. Construction estimating personnel
- d. Specification writing personnel
- e. Information Technology (IT) software personnel
- f. Accounting personnel
- g. Legal team personnel
- h. Other key team members

Proposer and its personnel shall demonstrate their breadth of experience and ability to perform as much or more of the services outlined in 4.2 “Services” below.

Proposer’s personnel, if pertinent, may also identify experience in the following:

- a. California-based clients similar to City and County of San Francisco within the past five (5) years,
- b. Clients who are considered major metropolitan areas in the United States within the past three (3) years,
- c. Agreements with clients who represent multiple agencies, departments or divisions similar to City and County of San Francisco.
- d. Multi-year JOC contracts issued to construction contractors by its clients,
- e. Issuance of construction JOC contracts by clients who have codes and policies similar to those of City and County of San Francisco, such as San Francisco’s Administrative Code Chapter 6.62.
- f. Ability to support clients with the amount of work similar to City and County of San Francisco as projected within this agreement (refer to Section 6.E for projection of work).

#### **4.2 SERVICES (55 maximum possible points)**

The successful Proposer for Job Order Contracting Implementation Services will be expected to provide:

##### **1. Job Order Contracting Implementation Services (20 points)**

The primary role of the service provider will be to assist each City agency, under this agreement with Job Order Contract (JOC) Implementation Services, including program development, procurement support, staff and contractor training, and technical support. The service provider will be called upon to develop and administer multiple customized construction JOC contracts during the term of the Agreement.

Service provider shall provide qualified individuals to assist in the execution of contracts and task orders for the following types of Job Order Construction Contracts:

- a. Multiple A-license General Engineering Services contracts for San Francisco, San Mateo, Alameda, San Joaquin, Stanislaus, and Tuolumne counties.

- b. Multiple B-license General Building Services contracts for San Francisco, San Mateo, Alameda, San Joaquin, Stanislaus, and Tuolumne counties.
- c. Multiple specialty-licensed contracts for San Francisco, San Mateo, Alameda, San Joaquin, Stanislaus, and Tuolumne counties.

The following tasks provide general guidance to the service provider as to the anticipated scope of work, which the City reserves the right to modify or delete. The following Core Services shall be included in the Proposer's Proposed Fee (see Section VI.E for projection of work) and shall be available for each City department's JOC program, contracts, and task orders. The following Additional Services shall be included in the Proposer's Proposed Fee (see Section VI.E for projection of Additional Services) and shall be available on an as-needed basis when requested on a task order. Provide a fee for each Additional Services item on a task order basis independent of the Proposer's fee for Core Services. The City reserves the right to utilize all, some, or none of the Additional Services throughout the duration of the agreement.

**I. CORE SERVICES:**

- 1. **Initiation Plan** – Service provider will be responsible for immediate implementation of services. Service provider shall outline its startup/continuation of services through an Initiation Plan following City's review and approval. The plan shall include details such as schedule, methods, roles of personnel, and other pertinent considerations.
- 2. **Program Development, Implementation and Support** – Service provider will be responsible for the development, implementation and on-going support of a City-customized JOC program.
- 3. **Trainings and Presentations** – Service provider shall be responsible for assisting in the promotion and training of the JOC program by informing internal City staff about JOC, training City staff and contractors to use JOC systems and software, assisting with procurement of JOC construction contracts, and participating in outreach efforts when requested.
- 4. **Contract Documents** – Service provider will be responsible for preparing the JOC documents that will be used by the City to procure the JOC construction contractors including:
  - a) **Unit Price Book** – Service provider must provide a Unit Price Book containing no less than 5,000 individual construction tasks along with an associated unit price. Each unit price must be based on the prevailing equipment, material and labor prices within the San Francisco geographical region. The use of generic factors to localize prices is not acceptable. A price for demolition shall be provided for each construction task, if applicable.
  - b) **Technical Specifications** – Service provider must provide a set of Technical Specifications that corresponds with the tasks in the Unit Price Book. Where available, City standard specifications will be incorporated into the Technical Specifications.

- c) **Contractual Terms and Conditions and Bid Forms** – Service provider must prepare, in conjunction with City staff, Contractual Terms and Conditions and Bid Forms which incorporate JOC contract language and forms with all appropriate City contract language and forms.
5. **JOC Implementation Software** – Service provider will be responsible for providing and maintaining comprehensive internet-based JOC implementation software for an unlimited number of City and JOC contractor users. Software shall comprise of all necessary features and functions for full and efficient functionality of implementing JOC, including, but not limited to, full project tracking, preparation of internal estimates, development of cost proposals, ability to send and receive correspondences, generation of customizable reports, tracking of project status and schedules, analysis of cost, and other key features. Service provider shall incorporate current City forms and documentation into the software upon request.
6. **User Support** – Service provider will be responsible for providing support to maintain and customize the JOC implementation software, unit price book, technical specifications, and other services. Service provider will also be responsible for extensive on-going technical support to the City and contractors for the JOC implementation software. Expectations include assistance with program execution, analysis of task order proposals, troubleshooting and continuous system monitoring. On-going technical support includes providing updated contract documents, assisting with the procurement of additional JOC contractors, providing access to all updates and revisions to the Information Management System, and providing training for new JOC contractors during the term of the contract. Providing on-going technical support is considered a vital component to ensuring a successful JOC program.
7. **Proposal Development and Review Services** – Service provider shall assist the City by training JOC contractors to use the Unit Price Book or equivalent tool to build price proposals for submission to JOC staff. Service provider shall also review submitted JOC contractor price proposals for accuracy and selection of appropriate construction tasks. After review, the service provider shall submit suggested revisions and coordinate with both City staff and the JOC contractor to create an agreeable proposal. The service provider may also be asked to review contractor’s proposed construction schedule, list of proposed local subcontractors, and other relevant documents. Proposal Development and Review Services also include, but is not limited to:
- a. Review and become familiar with the Detailed Scope of Work to obtain a clear understanding of the work to be performed.
  - b. Determine that the JOC contractor is proposing the reasonable means and methods to perform the work specified in the Detailed Scope of Work.
  - c. Verify that the correct tasks have been selected to perform the Detailed Scope of Work.
  - d. Verify quantities included in the Price Proposal against the Detailed Scope of Work or any design documents provided by the City.



- e. Verify that any task listed that is not available in the Unit Price Book includes the requisite price justifications.
  - f. Verify that the correct adjustment factor and unit prices have been used to prepare the Price Proposal.
  - g. Explain the necessary revisions to the Price Proposal to the JOC contractor and assist the City in obtaining a final, auditable Price Proposal from the JOC contractor.
8. **Real Time Pricing** – Service provider shall utilize its own resources to estimate a unit cost for line items not in the Unit Price Book but is needed to be added for a contract in order to allow for completion of a task order cost proposal. The cost shall have supportive evidence for its pricing and must be agreeable by both the City and the contractor. The line items and unit costs generated from this service shall be easily incorporated into existing JOC contracts and Information Management System. This service may be utilized in substitution of the contractor listing a non-pre-priced line item in their cost proposal.
9. **Reports** – Service provider shall provide written reports as requested by the various San Francisco public agencies under this agreement. Format for the content of such reports shall be determined by each agency. The timely submission of all reports is a necessary and material term and condition of this Agreement. The reports, including any copies, shall be submitted electronically or on recycled paper and printed on double-sided pages to the maximum extent possible.
10. **Department Liaison** – In performing the services provided for in this Agreement, the service provider shall work with each agency’s JOC Program Manager and project teams for the respective needs of each department.

## II. ADDITIONAL SERVICES

1. **Project Development** – Service provider shall assist the City with developing projects from project identification to issuance. Service provider must provide lead team members who will work closely with City staff to analyze costs and ensure that the City is paying for the correct tasks and proper quantity by reviewing contractor proposals and providing necessary feedback. Qualified project managers will be made available to develop Job Orders as specified by each agency’s JOC Program Manager. Job Order Development tasks also include, but is not limited to:
  - a. **Project Identification** – When a project is identified, service provider’s representative shall contact the City and assist with determining whether the project is appropriate for JOC.
  - b. **Contractor Identification** – In the event the City has multiple JOC contractors, service provider shall assist the City in identifying the appropriate JOC contractor for the project based on the type of work involved and the location of the project.
  - c. **Joint Scope Meeting** – Service provider shall quickly schedule a Joint Scope Meeting at the project site to help the City and the JOC contractor agree on the

details of the work that the JOC contractor will perform. The scoping process allows the JOC contractor to inspect the site and ask questions before submitting a Price Proposal. This upfront open communication eliminates the misunderstandings and mistakes that lead to most change orders and often results in more cost-effective collaborative solutions.

- d. **Develop Detailed Scope of Work** – The service provider shall assist in preparing a Detailed Scope of Work that describes the work the JOC contractor will perform. Service provider shall also assist with resolving issues when project plans and actual conditions vary.
  - e. **Request for Price Proposal** – After all parties are in agreement that the Detailed Scope of Work properly reflects the work to be performed, the service provider shall send the Detailed Scope of Work and a Request for Proposal to the JOC contractor.
  - f. **Prepare the Price Proposal** – The JOC contractor will prepare and submit a Price Proposal by selecting the appropriate tasks from the Unit Price Book. The service provider’s JOC software shall automatically calculate the total cost for each line item by multiplying the unit price of the task by the required quantities and the JOC contractor’s competitively bid Adjustment Factor. The JOC contractor will also prepare additional City required information (e.g., construction schedule, list of proposed local subcontractors, etc.).
  - g. **Price Proposal Review** – The service provider shall review the Price Proposal to make sure the JOC contractor has selected the appropriate tasks and quantities and shall ask the JOC contractor to make any required changes. Service provider shall also obtain and review any City required information submitted by the JOC contractor such as a construction schedule and list of proposed subcontractors. The service provider shall submit the Price Proposal and related documents to the City.
  - h. **Issue Job Order** – Once the City is 100% satisfied with the Price Proposal and related documents, and decides to move forward with the project, the City will issue a purchase order to the contractor.
2. **Construction Estimating** – Provide professional construction estimating services to the City on an as-needed basis, on JOC and non-JOC projects, consisting of building rough order of magnitude estimates, using national construction cost data, from stated scopes and/or construction drawings.
  3. **Construction Management** – Service provider shall provide qualified team members to assist the City with construction management tasks on an as-needed basis as specified by each City agency’s JOC program manager. Service provider’s construction management staff may be asked to attend pre-construction meetings with City representatives and JOC contractors, perform site visits and create reports, assist in processing supplemental task orders, and collect required close-out documentation from contractors. Construction Management Services may also include, but not limited to:

- a. **Preconstruction** – Service provider’s construction manager shall conduct a pre-construction meeting with the City representative(s), the JOC contractor and, if applicable, the architect or engineer. The construction manager shall coordinate and share any preconstruction information with the City, the JOC contractor and other appropriate parties, and shall assist in the coordination of the JOC contractor obtaining the necessary permits.
  - b. **Site Monitoring, Project Reporting, and Coordination** – During construction, the service provider’s construction manager shall monitor the JOC contractor’s work in-progress, manage the JOC contractor’s compliance with the approved safety plan and complete a report for each site visit. The service provider’s construction manager shall provide daily, weekly, or other periodic construction status reports to the City as required for the project, conduct project progress meetings with all JOC contractors and staff on a periodic basis, and coordinate any required technical and code inspections.
  - c. **Supplemental Job Orders** – In the event that there are unforeseen conditions or the City requests changes to the scope after the work has begun, the service provider’s construction manager shall analyze and process a supplemental Job Order by utilizing the procedures used to develop the initial Job Order.
  - d. **Payment and Performance Review** – The service provider’s construction manager shall review and approve, or direct necessary revisions to, the JOC contractor’s applications for payment and obtain the City’s approval of the work. Final acceptance of the work will be the responsibility of the City. Technical and code inspections will be the responsibility of the appropriate inspection agencies.
  - e. **Project Close-Out** – The service provider’s construction manager shall enter all Job Order related information into the information management system and collect any required as-builts, warranties, and other close-out documents from the JOC contractor to deliver to the City for review, approval, and ownership.
4. **Project Budgeting and Planning** – Service provider shall assist the City with project budgeting and planning services, developing all project costs including JOC pre-construction services, bidding services, and construction supervision as required.

The following conditions shall apply regardless of whether the services being provided are *Core Services* or *Additional Services*.

1. **Relocation Costs:** The City will not pay relocation costs for service provider’s team members assigned to the contract on a full-time or on-going basis. During the term of this Agreement, if team members with special skills are needed for specific tasks and those skills are not available from service provider in the San Francisco Bay Area, travel and temporary housing costs may be charged to the Agreement if those charges are pre-approved by the City. Any travel and temporary housing costs will be reimbursed at cost or the Federal Government’s CONUS standards, whichever is lower.
2. **Management of Data and Continuation of Task Orders Prior to This Agreement:** The City will not pay any additional costs for the service provider to transfer data of

existing contracts and task orders to a proposed system that is different than what the City is currently utilizing, or if the service provider upgrades or modifies its system during the term of the agreement. If the service provider under this new agreement utilizes a different information management system, unit price book, technical specifications, and other tools to provide services, then these tools shall only apply to new task orders under this new agreement. All existing task orders prior to this agreement shall not be disrupted due to any changes in tools and services provided by the service provider, and the service provider shall provide all means to allow for the City and contractors to complete existing task orders at no additional cost to the City with no impact to construction schedule. The existing or former service provider for the JOC programs of each City department is The Gordian Group.

3. **Stationing and Quantity of Service Provider Team Members:** Service provider shall have lead/key team members available during normal working hours in the Pacific time zone. If the service provider chooses to station team members locally in San Francisco, the City may provide designated work spaces (desk surface with electrical outlets) for each team member of the service provider. At the time of this RFP, the City anticipates the need for a minimum of one (1) full-time team members from the service provider to provide services to a maximum of six (6) City department JOC programs.

**D. Job Order Contracting Unit Price Book (5 points)**

The accuracy of the unit price book is crucial to the success of the program. Service provider shall provide qualified individuals to research unit prices that apply to the San Francisco Bay Area geographic region based on the prevailing equipment, material and labor prices. The use of generic factors to localize prices is not acceptable. A price for demolition shall be provided for each construction task, if applicable. Service provider must provide a Unit Price Book containing no less than 5,000 individual construction tasks along with an associated unit price. All unit prices must be current as of the published date. Service provider must provide pricing for all construction tasks or materials requested. Unit price books will be tailored to each individual department's needs.

**E. Job Order Contracting Implementation Software (30 points)**

Proposer shall provide the City six user accounts with unlimited access to the Job Order Contracting implementation software for a minimum of two consecutive weeks during the proposal scoring period. User accounts must provide access to both the City and contractor's user interfaces and allow user to complete a full JOC project cycle. The City will evaluate the software based on its functions and capabilities including, but not limited to:

- a. Full project tracking by agency, contractor, and contract
- b. Budgeting and forecast
- c. Project documentation including, but not limited to, request for proposals (RFP), signature packages, notice to proceed (NTP) letters, final completion certificates, customizable subcontractor forms, etc.
- d. Independent cost proposals
- e. Ability for City and contractor to review and edit cost proposals

- f. Local Business Enterprise (LBE) participation and tracking
- g. Incorporation of City-wide forms

Proposer shall provide written user guide highlighting software features and step-by-step instructions on how to navigate the user interface.

#### **4.3 COST PROPOSAL (25 maximum possible points)**

Separate from the Written Proposal, a Cost Proposal package containing the Fee Structure and Proposed Fee shall be provided. Proposers shall outline a fee structure for any and all fees that it may invoice. Proposers shall commit to proposed fees associated with the services. A total fee shall be calculated based on the City's projection of work during the agreement term. This total fee will be used to evaluate projected total cost for this contract, with no guarantee that the amount of work will equal, exceed, or be less than the projection of work.

The Evaluation Panel intends to evaluate, and score Cost Proposal in accordance with the criteria and point scale itemized below:

##### **A. Fee Structure (10 points)**

Proposers will be scored by an evaluation panel based on the method of invoicing fees and the feasibility to track and pay/receive such fees. Proposer shall clearly indicate its method of invoicing fees, including the format in which invoices will be transmitted, when fees would be invoiced, how much fees would be for each invoice, and whether Proposer can pay back the City due to potential credit amounts.

Proposer shall consider the following parameters below:

1. No fees can be paid upfront by the City within the resulting agreement because the City cannot identify non-project funds to do so. Budget for service provider fees can only be funded by project budgets of JOC construction projects.
2. There is no limitation for fee amount per task order, but fee amounts may have an impact on project managers deciding whether or not to proceed with a project through JOC.
3. Currently, no project can be issued as a JOC task order with a cumulative total (including modifications) above \$706,000 unless otherwise authorized by appropriate persons. Currently, no JOC contract with contractors can have an initial not-to-exceed value of \$5,000,000, and the initial not-to-exceed amount can be increased by no more than 150% via a contract modification. A JOC contract cannot issue new task orders beyond the 4th year of the contract, and no contract can exceed 5 years of duration. A contractor can hold multiple JOC contracts with the City but is generally limited to only one with each individual City department at a time except for specific circumstances.

The score of the Fee Structure will be based on a variety of considerations, including:

- The feasibility of the City to pay fees based on the fee structure.
- The impact of issuance of task orders due to the Fee Structure. This includes Project Managers agreeing/disagreeing to proceed with task orders based on impacts to their budgets.

- The impact of the fees on the City’s JOC programs. This includes the desire of Project Managers to use JOC over alternative contracting methods.
- The resulting total Proposed Fee due to the Fee Structure.

**B. Proposed Fee: (25 points)**

The Proposed Fee shall be a numerical dollar value, which will be used as a basis of comparison against other proposed fees and not a guarantee of the ultimate contract amount that will be paid. Proposers shall explain how it arrived at the value of the Proposed Fee, which must be based on the projected volume of work (tables below) for the term of the agreement. The Proposed Fee must also be substantiated by or aligned with the Fee Structure portion of the proposal. Proposers will be scored based upon the statement of their Proposed Fee over the three-year term of the agreement. The Proposed Fee shall be in correlation with services it will provide as described in the Proposer’s Written Proposal that is in response to Section 4 “Services”. The Proposer shall base its fee on the City’s forecast below of work for the three-year term of the agreement resulting from this RFP. However, the City does not guarantee the volume of work that is being forecast.

A Proposer will receive up to 25 points for the Proposed Fee based on the following formula, with 25 points as the maximum allowable score and 0 points as the minimum allowable score:

$$\text{Score} = 25 \text{ points} \times \{1 - [(\text{Proposed Fee} - A)/A]\}$$

If above calculation results in a negative number, then a score of 0 will be given.

A = Lowest fee proposal from a responsive and responsible Proposer

For example, if the lowest fee proposal is \$100, and the Proposed Fee of the subject Proposer is \$120, then the subject Proposer’s score for Proposed Fee is calculated as:

$$\text{Score} = 25 \text{ points} \times \{1 - [(\$120 - \$100)/(\$100)]\} = 20 \text{ points}$$

The table below shows the City’s approximate task order output based on purchase order (PO) issuance during the three years of the current agreement for JOC Implementation Services. A PO is issued for each base task order as well as each modification to task orders.

2018-2019	120 POs	\$20M cumulative
2019-2020	200 POs	\$35M cumulative
2020-2021	250 POs	\$40M cumulative

The table below forecasts the City’s projected task order output (based on PO issuance) in the next three years:

2021-2022 (Projected)	250 POs	\$40M cumulative
-----------------------	---------	------------------

Request for Proposals  
Job Order Contracting Implementation Services

2022-2023 (Projected)	250 POs	\$40M cumulative
2023-2024 (Projected)	250 POs	\$40M cumulative

The table below forecasts the City’s projected solicitations for contractor construction Master Contracts and contract values in the next three years:

2021-2022 (Projected)	16 Master Contracts	\$60M cumulative
2022-2023 (Projected)	8 Master Contracts	\$30M cumulative
2023-2024 (Projected)	8 Master Contracts	\$30M cumulative

The table below forecasts the City’s requests for Additional Services in the next three years. These projections are included within, and not additional to, the projected task order output:

2021-2022 (Projected)	Additional Services	0 requests
2022-2023 (Projected)	Additional Services	0 requests
2023-2024 (Projected)	Additional Services	0 requests

The City does not forecast any requests for additional services at this time. However, note that the available Additional Services and associated fees may still be scored as part of the Written Proposal.

Department: GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW

Dept. Code: DPW

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

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

Type of Service: Specialized Technical Support for a Job Order Contracting (JOC) System for Ch. 6 Depts

Funding Source: Various projects and general fund

PSC Duration: 6 years 4 weeks

PSC Amount: \$9,000,000

**1. Description of Work**

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

General services to assist the City in administering a Job Order Contracting (JOC) system as provided for in San Francisco Administrative Code Section 6.62 for use in expediting the design and construction of small and/or urgent projects. Service provider will prepare specialized Unit Price Books (construction cost catalog) with regional adjustments to costs for competitive bidding, technical specifications, provide proprietary JOC management software, and training to City staff and contractors in the use of a job order contracting system.

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

The proposed services are not currently performed by City staff but are necessary to implement and maintain JOC program functions, which improve the City's responsiveness for small construction projects. Denial will result in disruption to these services, which will, in effect, disrupt functionality of any department's JOC program to be covered under this PSC.

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

This service was previously provided and authorized under PSC 43023-1617, for the same services.

D. Will the contract(s) be renewed?

No

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

Contract initial duration is anticipated for 5 years, however, PSC duration exceeds 5 years to account for time needed to advertise and award a contract.

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

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

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

B. Explain the qualifying circumstances:

This is a specialized service requiring expertise, resources, research and development of the construction cost catalog (which includes over 10,000 construction tasks), management software, and database. All City departments utilizing this professional service intend to set up an enterprise agreement. This new agreement is expected to be completed by June 2021, which will allow for uninterrupted functioning of each City agency's JOC program.

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



- A. Specify required skills and/or expertise: Consultant must be able to prepare a Unit Price Book containing at least 10,000 unit prices covering material and labor costs for various units of construction; adjustment of those unit costs to current market conditions; prepare and publish technical specifications for Divisions 2-16 describing the materials, performance and installation requirements for each of the construction tasks listed in the Unit Price Book including annual updating as necessary; and, in conjunction with City staff, develop and publish the Contracts and Forms; provide software to manage contracts for construction; all in accordance with the needs and requirements of the various City departments.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1820, Junior Administrative Analyst; 1822, Administrative Analyst; 1824, Pr Administrative Analyst; 1840, Junior Management Assistant; 1842, Management Assistant; 1844, Senior Management Assistant; 5120, Architectural Administrator; 5174, Administrative Engineer; 5201, Junior Engineer; 5203, Asst Engr; 5207, Assoc Engineer; 5211, Eng/Arch/Landscape Arch Sr; 5241, Engineer; 5265, Architectural Associate 1; 5266, Architectural Associate 2; 5268, Architect; 5366, Engineering Associate 2; 5502, Project Manager 1; 5504, Project Manager 2; 5506, Project Manager 3;
- 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, due to the extensive and proprietary nature of information and software provided by the current service provider.

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

- A. Explain why civil service classes are not applicable.  
The consultant specializes in developing this alternative, specialized contracting system. None of the Civil Service Classifications has developed such a program. Specialized expertise and extensive research are needed to provide over 10,000 unit prices for construction projects. The program, while adjusted for use by City staff, is also provided to several agencies across the nation.
- 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 is a specialized service. One civil service class would not cover the breadth of services to be performed.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
Yes. 20-25 employees, 8 hrs/employee; Civil Service classifications: 5120 Architectural Administrator, 5502/5504/5506 Project Managers, 5211 Senior Engineer/Architect, 5174 Administrative Engineer, 5241 Engineer, 5207 Associate Engineer, 5203 Assistant Engineer, 5201 Junior Engineer, 5268 Architect, 5366 Engineering Associate, 5265/5266 Architectural Associates, 1840/1842/1844 Management Assistants, 1820/1822/1824 Administrative Analysts. Training will be on how the JOC task order is developed and used; how to review JOC task order proposals using the JOC software and Unit Price Book; and how to prepare reports and contract documents using the JOC software.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.

- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

**7. Union Notification:** On 11/02/2020, the Department notified the following employee organizations of this PSC/RFP request:  
Architect & Engineers, Local 21; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21; SEIU 1021  
Miscellaneous; SEIU Local 1021

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

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

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 44551 - 20/21

DHR Analysis/Recommendation:

action date: 02/01/2021

Commission Approval Required

Approved by Civil Service Commission

02/01/2021 DHR Approved for 02/01/2021

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

Department: GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPWDept. Code: DPWType of Request:  Initial  Modification of an existing PSC (PSC # \_\_\_\_\_)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: Specialized Technical Support for a JOC system for Ch. 6 DeptsFunding Source: Various projects & general fundsPSC Amount: \$10,000,000PSC Est. Start Date: 07/03/2017PSC Est. End Date 11/30/2024**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

General services to assist the City in administering a Job Order Contracting (JOC) system as provided for in San Francisco Administrative Code Section 6.62 for use in expediting the design and construction of small and/or urgent projects. Service provider will prepare specialized Unit Price Books (construction cost catalog) with regional adjustments to costs for competitive bidding, technical specifications, provide proprietary JOC management software, and training to City staff and contractors in the use of a job order contracting system.

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

The proposed services are not currently performed by City staff but are necessary to implement and maintain JOC program functions, which improve the City's responsiveness for small construction projects. Denial will result in disruption to these services, which will, in effect, disrupt functionality of any department's JOC program to be covered under this PSC.

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

This service was previously provided by PSC 4171-07/08, for the same services.

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

No.

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

Contract initial duration is anticipated for 5 years, however, PSC duration exceeds 5 years to account for time needed to advertise and award a contract.

**2. Reason(s) for the Request****A. Indicate all that apply (be specific and attach any relevant supporting documents):**

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

**B. Explain the qualifying circumstances:**

This is a specialized service requiring expertise, resources, research and development of the construction cost catalog (which includes over 100,000 construction tasks), management software, and database. All City departments utilizing this professional service intend to set up an enterprise agreement. This new agreement is expected to be completed by August 2017, which will allow for uninterrupted functioning of each City agency's JOC program.

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

- A. Specify required skills and/or expertise: Consultant must be able to prepare a Unit Price Book containing at least 100,000 unit prices covering material and labor costs for various units of construction; adjustment of those unit costs to current market conditions; prepare and publish technical specifications for Divisions 2-16 describing the materials, performance and installation requirements for each of the construction tasks listed in the Unit Price Book including annual updating as necessary; and, in conjunction with City staff, develop and publish the Contracts and Forms; provide software to manage contracts for construction; all in accordance with the needs and requirements of the various City departments.
- 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, however the consultant under PSC#4171-07/08 had provided the City with the Unit Price Book and JOC management software, both copyrighted. The service provider under this PSC will be expected to do the same.

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

None due to the extensive and proprietary nature of information and software provided by the current service provider.

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

- A. Explain why civil service classes are not applicable.  
The consultant specializes in developing this alternative, specialized contracting system. None of the Civil Service Classifications has developed such a program. Specialized expertise and extensive research are needed to provide over 100,000 unit prices for construction projects. The program, while adjusted for use by City staff, is also provided to several agencies across the nation.
- 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 is a specialized service. One civil service class would not cover the breadth of services to be performed.

**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. 20-25 employees, 8 hrs/employee; Civil Service classifications: 5120 Architectural Administrator, 5502/5504/5506 Project Managers, 5211 Senior Engineer/Architect, 5174 Administrative Engineer, 5241 Engineer, 5207 Associate Engineer, 5203 Assistant Engineer, 5201 Junior Engineer, 5268 Architect, 5366 Engineering Associate, 5265/5266 Architectural Associates, 1840/1842/1844 Management Assistants, 1820/1822/1824 Administrative Analysts. Training will be on how the JOC task order is developed and used; how to review JOC task order proposals using the JOC software and Unit Price Book; and how to prepare reports and contract documents using the JOC software.
- 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 03/28/2017, the Department notified the following employee organizations of this PSC/RFP request:  
all unions were notified

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

Name: David Bui Phone: 415-554-6417 Email: david.bui@sfdpw.org

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 43023 - 16/17

DHR Analysis/Recommendation:

action date: 05/01/2017

Commission Approval Required

Approved by Civil Service Commission

05/01/2017 DHR Approved for 05/01/2017

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW

Dept. Code: DPW

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

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

Type of Service: As-Needed Geotechnical Engineering Services No. 3

Funding Source: Interdepartmental Work Orders

PSC Amount: \$8,000,000

PSC Est. Start Date: 04/18/2022

PSC Est. End Date 12/31/2028

**1. Description of Work**

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

Consultants will perform highly specialized geotechnical engineering tasks that include conducting geotechnical field explorations, investigations, and laboratory testing; supplemental testing such as seismic borehole logging, seismic refraction profiling, and corrosion testing and evaluation; preparing reports for new and existing building/bridge foundations; recommendations for designing foundation systems, excavation support and underpinning systems, retaining wall systems, embankments, and ground improvements such as grouting, deep soil mixing and dewatering; and other geotechnical/geological consultation related work. The maximum term will be 5 years each. The additional time in the PSC Duration is to allow for any delays in processing and awarding the contracts.

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

Services are needed to assist Department of Public Works on difficult or unique projects that require specialized expertise beyond the capabilities of existing staff and to meet scheduling demands when the workload exceeds department resources. Denial of this service could result in failure to meet client department requirements and project delays that would increase construction costs. Public Works' responsiveness could also be negatively impacted for the mitigation of emergencies such as landslides or rockfalls.

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

Yes, this service has been provided in the past. Most recent personal services contract approval number is PSC#45579-17/18 approved on 05/07/2018.

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 additional time in the PSC Duration is to allow for any delays in processing and awarding the contracts. The contracts will have duration of no more than 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:

This service will only be required on an as-needed basis when the City staff don't have the capacity to fulfill all project requests, causing delays, or if specialized services are required, or in case of emergencies/disasters.

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

A. Specify required skills and/or expertise: Requires licensed geotechnical engineers with expertise and familiarity with

public works projects; expertise in current engineering and construction practices, such as plan, specification, and cost estimate preparation, field investigation, constructability analysis, peer reviews, reports and studies, and the ability to provide professional services to the City on short notice, such as during mitigation of landslide/rockfall emergencies.

- B. Which, if any, civil service class(es) normally perform(s) this work? 5207, Assoc Engineer; 5241, Engineer;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, the contractor will provide appropriate field exploration, and laboratory testing equipment.

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

The City does not have resources available to perform all required work. The Department has recruited and hired more people for above civil service classes. As-needed contracts will only be utilized when and if the work cannot be prudently performed by internal staff.

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

- A. Explain why civil service classes are not applicable.  
Civil service classifications are applicable and City staff will be utilized whenever feasible. Consultants will only be used to augment City staff on as-needed basis to meet abrupt scheduling demands, when the workload exceeds department resources, when specialized expertise is not available through City staff, or during the occurrence of emergency events. Such workload is expected to be seasonal but unpredictable (e.g., responding to landslide, rockfall or other emergencies at multiple locations.)
- 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, Civil Service Classes already exist. The as-needed services are required to augment City staff during peak workload periods, for those projects that require specialized expertise and knowledge, and emergency situations such as those that occur during an earthquake.

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

**7. Union Notification: On 02/14/2022, the Department notified the following employee organizations of this PSC/RFP request:  
Prof & Tech Eng, Local 21**

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

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

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 49531 - 21/22

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 04/18/2022



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

## Sy, Don (DPW)

---

**From:** dhr-psccordinator@sfgov.org on behalf of alexander.burns@sfdpw.org  
**Sent:** Monday, February 14, 2022 3:12 PM  
**To:** Burns, Alexander (DPW); WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; amakayan@ifpte21.org; L21PSCReview@ifpte21.org; Sy, Don (DPW); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 49531 - 21/22

RECEIPT for Union Notification for PSC 49531 - 21/22 more than \$100k

The GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW has submitted a request for a Personal Services Contract (PSC) 49531 - 21/22 for \$8,000,000 for Initial Request services for the period 04/18/2022 – 12/31/2028. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/17945> 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)**



# CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

MARK FARRELL  
MAYOR

*Sent Via Electronic Mail*

KATE FAVETTI  
PRESIDENT

May 14, 2018

F. X. CROWLEY  
VICE PRESIDENT

## NOTICE OF CIVIL SERVICE COMMISSION ACTION

DOUGLAS S. CHAN  
COMMISSIONER

**SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACTS 47195-17/18; 49329-17/18; 45579-17/18; 47466-17/18; 41654-17/18; 41782-17/18; 43367-17/18; 40521-17/18; 47422-17/18; 43527-17/18; 45583-17/18; 48916-17/18; 40072-17/18; 46594-14/15; 39994-17/18; 43213-14/15; AND 41068-14/15.**

SCOTT R. HELDFOND  
COMMISSIONER

ELIZABETH SALVESON  
COMMISSIONER

At its meeting on **May 7, 2018** the Civil Service Commission had for its consideration the above matter.

The Commission took the following actions:

1. Approved PSC #40072-17/18 with the condition the contract is amended to five years, until 2023 and the department to report back to the Commission.
2. Adopted the report. Approve the remaining requests for proposed Personal Services Contracts. This shall serve to notify the Office of the Controller and the Office of Contract Administration.

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

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

CIVIL SERVICE COMMISSION

A handwritten signature in blue ink, appearing to read "Sandra" followed by a stylized flourish and the word "FOR" in small capital letters.

MICHAEL L. BROWN  
Executive Officer

Attachments

Cc: Sheila Arcelona, District Attorney  
Cynthia Avakian, Airport  
Alexander Burns, Department of Public Works  
Jolie Gines, Department of Technology  
Rod Goree, Municipal Transportation Agency  
Jacquie Hale, Department of Public Health  
Bill Irwin, Public Utilities Commission  
Shamica Jackson, Public Utilities Commission  
Taraneh Moayed, Public Utilities Commission  
John Tsutakawa, Human Services Agency  
Elaine Walters, Fire Department  
Ben Rosenfield, Controller's Office  
Jacquie Fong, Office of Contract Administration  
Commission File  
Chron

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

Department: GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPWDept. Code: DPWType of Request:  Initial  Modification of an existing PSC (PSC # \_\_\_\_\_)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: As-Needed Geotechnical Engineering Services No. 2Funding Source: Departmental Work OrdersPSC Amount: \$6,000,000PSC Est. Start Date: 04/01/2018PSC Est. End Date 12/31/2024**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

Consultants will perform highly specialized geotechnical engineering tasks that include conducting geotechnical field explorations, investigations, and laboratory testing; supplemental testing such as seismic borehole logging, seismic refraction profiling, and corrosion testing and evaluation; preparing reports for new and existing building/bridge foundations; recommendations for designing foundation systems, excavation support and underpinning systems, retaining wall systems, embankments, and ground improvements such as grouting, deep soil mixing and dewatering; and other geotechnical/geological consultation related work. The maximum term will be 5 years each. The additional time in the PSC Duration is to allow for any delays in processing and awarding the contracts.

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

Services are needed to assist DPW on difficult or unique projects that require specialized expertise beyond the capabilities of existing staff and to meet scheduling demands when the workload exceeds department resources. Denial of this service could result in failure to meet client department requirements and project delays that would increase construction costs. Public Works' responsiveness could also be negatively impacted for the mitigation of emergencies such as landslides or rockfalls.

**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.**

Previous contracts for As-Needed Geotechnical Engineering Services were awarded to: AGS, Inc.; Geotechnical Consultants, Inc.; Arup / RYCG, JV; and ENGEO / Terra Engineers, Inc., JV under PSC # 4085-08/09.

**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 additional time in the PSC Duration is to allow for any delays in processing and awarding the contracts.

**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:

This service will only be required on an as-needed basis when the City staff don't have the capacity to fulfill all project requests, causing delays, or if specialized services are required, or in case of emergencies/disasters.

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

- A. Specify required skills and/or expertise: Requires licensed geotechnical engineers with expertise and familiarity with public works projects; expertise in current engineering and construction practices, such as plan, specification, and cost estimate preparation, field investigation, constructability analysis, peer reviews, reports and studies, and the ability to provide professional services to the City on short notice, such as during mitigation of landslide/rockfall emergencies.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5207, Assoc Engineer; 5241, Engineer;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, the contractor will provide appropriate field exploration, and laboratory testing equipment.

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

The City does not have resources available to perform all required work. The Department has recruited and hired more people for above civil service classes. As-needed contracts will only be utilized when and if the work cannot be prudently performed by internal staff.

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

- A. Explain why civil service classes are not applicable.  
Civil service classifications are applicable and City staff will be utilized whenever feasible. Consultants will only be used to augment City staff on as-needed basis to meet abrupt scheduling demands, when the workload exceeds department resources, when specialized expertise is not available through City staff, or during the occurrence of emergency events. Such workload is expected to be seasonal but unpredictable (e.g., responding to landslide, rockfall or other emergencies at multiple locations.)
- 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, Civil Service Classes already exist. The as-needed services are required to augment City staff during peak workload periods, for those projects that require specialized expertise and knowledge, and emergency situations such as those that occur during an earthquake.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
No.
- C. Are there legal mandates requiring the use of contractual services?  
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 03/07/2018, the Department notified the following employee organizations of this PSC/RFP request:  
Professional & Tech Engrs, Local 21

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

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

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 45579 - 17/18

DHR Analysis/Recommendation:  
Commission Approval Required  
DHR Approved for 05/07/2018

Civil Service Commission Action:



# **Modification**

## **Personal Services Contracts**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION

Dept. Code: AIR

Type of Request:  Initial  Modification of an existing PSC (PSC # 44548 - 16/17)

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

Type of Service: Medical Services for Travelers, Airport Employees and Airport Tenants

Funding Source: Airport Operating Funds

PSC Original Approved Amount: \$9,500,000

PSC Original Approved Duration: 06/01/17 - 12/31/24 (7 years 30 weeks)

PSC Mod#1 Amount: \$4,750,000

PSC Mod#1 Duration: 12/31/24-06/30/25 (25 weeks 5 days)

PSC Mod#2 Amount: \$3,200,000

PSC Mod#2 Duration: no duration added

PSC Cumulative Amount Proposed: \$17,450,000

PSC Cumulative Duration Proposed: 8 years 4 weeks

**1. Description of Work**

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

Contractor will be responsible for operation, management and administration of the Medical Clinic at the San Francisco International Airport (SFO). Medical clinic services including travel medicine, urgent care and occupational health services for San Francisco International Airport (SFO) passengers, visitors, Airport Commission (Airport) employees, and employees of SFO tenants.

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

The Medical Clinic benefits the traveling public, SFO employees, employees of tenants and contractors located at SFO and surrounding businesses. Denial would negatively affect customer service and would jeopardize health and safety at SFO as the medical clinic is an integral part of SFO's Emergency Response team and the SFO Injury and Illness Prevention Programs.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.  
PSC 44548-16/17

D. Will the contract(s) be renewed?

Yes, if there continues to be a need at SFO.

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 duration remains the same.

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

A. Display all that apply

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.

Explain the qualifying circumstances:

Operation of the medical clinic must be provided by an entity licensed by the State of California to operate this type of medical facility. The Medical Board of California's requirement to open a medical clinic can be found here through the following link:  
[http://www.mbc.ca.gov/Consumers/Complaints/Complaints\\_FAQ/Practices\\_and\\_Protocols\\_FAQ.aspx](http://www.mbc.ca.gov/Consumers/Complaints/Complaints_FAQ/Practices_and_Protocols_FAQ.aspx)

B. Reason for the request for modification:

Need to increase the compensation for the 2-year extension.

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

- A. Specify required skills and/or expertise: Contractor must be a state licensed medical organization. Expertise required include clinical program management of emergency medicine, urgent care, occupational health, travel medicine, per-placement exams, and physical therapy services; administrative support including medical records retention, business/marketing plans, and billing insurance plans; and wellness education and health promotion activities.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1635, Health Care Billing Clerk 1; 1636, Health Care Billing Clerk 2; 1662, Patient Accounts Asst Sprv; 1663, Patient Accounts Supervisor; 2110, Medical Records Clerk; 2246, Asst Dir of Clinical Svcs 1; 2248, Asst Dir Clinical Svcs 2; 2302, Nursing Assistant; 2312, Licensed Vocational Nurse; 2320, Registered Nurse; 2322, Nurse Manager; 2450, Pharmacist; 2467, Diagnostic Imaging Tech I; 2468, Diagnostic Imaging Tech II; 2469, Diagnostic Imaging Tech III; 2470, Diagnostic Imaging Tech IV; 2548, Occupational Therapist; 2556, Physical Therapist;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No. Equipment will be provided by the Airport.

**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.  
While civil service classifications could perform the work, operation of the medical clinic must be done by an entity licensed by the State of California to operate this type of medical facility.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No, as civil service classifications would not be able to obtain state licensing to operate a medical clinic.

**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.  
None, as the clinic must be operated by a State of California licensed entity.

- 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, Dignity Health dba St. Mary's Medical Center

**7. Union Notification:** On 01/19/22, the Department notified the following employee organizations of this PSC/RFP request:  
Teamsters, Local 856 Health Workers; SEIU, Local 1021 (Staff Nurse & Per Diem Nurse); SEIU Local 1021; Municipal Executive Association; Management & Superv Local 21;

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

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

Address: PO Box 8097, San Francisco, CA 94128

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 44548 - 16/17

DHR Analysis/Recommendation:  
 Commission Approval Required  
 DHR Approved for 04/18/2022

Civil Service Commission Action:

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



# **Additional Attachment(s)**

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

Department: AIRPORT COMMISSIONDept. Code: AIRType of Request:  Initial  Modification of an existing PSC (PSC # 44548 - 16/17)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: Medical Services for Travelers, Airport Employees and Airport TenantsFunding Source: Airport Operating FundsPSC Original Approved Amount: \$9,500,000PSC Original Approved Duration: 06/01/17 - 12/31/24  
(7 years 30 weeks)PSC Mod#1 Amount: \$4,750,000PSC Mod#1 Duration: 12/31/24-06/30/25 (25 weeks 5  
days)PSC Cumulative Amount Proposed: \$14,250,000PSC Cumulative Duration Proposed: 8 years 4 weeks**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

Contractor will be responsible for operation, management and administration of the Medical Clinic at the San Francisco International Airport (SFO). Medical clinic services including travel medicine, urgent care and occupational health services for San Francisco International Airport (SFO) passengers, visitors, Airport Commission (Airport) employees, and employees of SFO tenants.

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

The Medical Clinic benefits the traveling public, SFO employees, employees of tenants and contractors located at SFO and surrounding businesses. Denial would negatively affect customer service and would jeopardize health and safety at SFO as the medical clinic is an integral part of SFO's Emergency Response team and the SFO Injury and Illness Prevention Programs.

**C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.**  
PSC 44548-16/17**D. Will the contract(s) be renewed?**

Yes, if there continues to be a need at SFO.

**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 requested duration correlates to the maximum duration of the anticipated contract, should the Airport Commission exercise all options to extend, through the end of the calendar year.

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

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.

Explain the qualifying circumstances:



Operation of the medical clinic must be provided by an entity licensed by the State of California to operate this type of medical facility. The Medical Board of California's requirement to open a medical clinic can be found here through the following link:  
[http://www.mbc.ca.gov/Consumers/Complaints/Complaints\\_FAQ/Practices\\_and\\_Protocols\\_FAQ.aspx](http://www.mbc.ca.gov/Consumers/Complaints/Complaints_FAQ/Practices_and_Protocols_FAQ.aspx)

- B. Reason for the request for modification:  
 Need to increase funding to cover costs

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

- A. Specify required skills and/or expertise: Contractor must be a state licensed medical organization. Expertise required include clinical program management of emergency medicine, urgent care, occupational health, travel medicine, per-placement exams, and physical therapy services; administrative support including medical records retention, business/marketing plans, and billing insurance plans; and wellness education and health promotion activities.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1635, Health Care Billing Clerk 1; 1636, Health Care Billing Clerk 2; 1662, Patient Accounts Asst Sprv; 1663, Patient Accounts Supervisor; 2110, Medical Records Clerk; 2246, Asst Dir of Clinical Svcs 1; 2248, Asst Dir Clinical Svcs 2; 2302, Nursing Assistant; 2312, Licensed Vocational Nurse; 2320, Registered Nurse; 2322, Nurse Manager; 2450, Pharmacist; 2467, Diagnostic Imaging Tech I; 2468, Diagnostic Imaging Tech II; 2469, Diagnostic Imaging Tech III; 2470, Diagnostic Imaging Tech IV; 2548, Occupational Therapist; 2556, Physical Therapist;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No. Equipment will be provided by the Airport.

**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.  
 While civil service classifications could perform the work, operation of the medical clinic must be done by an entity licensed by the State of California to operate this type of medical facility.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No, as civil service classifications would not be able to obtain state licensing to operate a medical clinic.

**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.  
 None, as the clinic must be operated by a State of California licensed entity.
- 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, Dignity Health dba St. Mary's Medical Center

7. **Union Notification:** On 05/12/21, the Department notified the following employee organizations of this PSC/RFP request:

Teamsters, Local 856 Health Workers; SEIU Local 1021; Municipal Executive Association; Management & Superv Local 21;

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

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

Address: PO Box 8097, San Francisco, CA 94128

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 44548 - 16/17

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 07/12/2021

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION -- AIR

Dept. Code: AIR

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

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

Type of Service: Medical Services for Travelers, Airport Employees and Airport Tenants

Funding Source: Airport Operating Funds

PSC Amount: \$9,500,000

PSC Est. Start Date: 06/01/2017

PSC Est. End Date 12/31/2024

**1. Description of Work**

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

Contractor will be responsible for operation, management and administration of the Medical Clinic at the San Francisco International Airport (SFO). Medical clinic services including travel medicine, urgent care and occupational health services for San Francisco International Airport (SFO) passengers, visitors, Airport Commission (Airport) employees, and employees of SFO tenants.

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

The Medical Clinic benefits the traveling public, SFO employees, employees of tenants and contractors located at SFO and surrounding businesses. Denial would negatively affect customer service and would jeopardize health and safety at SFO as the medical clinic is an integral part of SFO's Emergency Response team and the SFO Injury and Illness Prevention Programs.

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

Prior approval was granted through PSC #4040-11/12.

D. Will the contract(s) be renewed?

Yes, if there continues to be a need at SFO.

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 requested duration correlates to the maximum duration of the anticipated contract, should the Airport Commission exercise all options to extend, through the end of the calendar year.

**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.

B. Explain the qualifying circumstances:

Operation of the medical clinic must be provided by an entity licensed by the State of California to operate this type of medical facility. The Medical Board of California's requirement to open a medical clinic can be found here through the following link:

[http://www.mbc.ca.gov/Consumers/Complaints/Complaints\\_FAQ/Practices\\_and\\_Protocols\\_FAQ.aspx](http://www.mbc.ca.gov/Consumers/Complaints/Complaints_FAQ/Practices_and_Protocols_FAQ.aspx)

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

A. Specify required skills and/or expertise: Contractor must be a state licensed medical organization. Expertise required include clinical program management of emergency medicine, urgent care, occupational health, travel medicine, placement exams, and physical therapy services; administrative support including medical records retention, business/marketing plans, and billing insurance plans; and wellness education and health promotion activities.

B. Which, if any, civil service class(es) normally perform(s) this work? 1635, Health Care Billing Clerk 1; 1636, Health Care Billing Clerk 2; 1662, Patient Accounts Asst Sprv; 1663, Patient Accounts Supervisor; 2110, Medical Records

Clerk; 2246, Asst Dir of Clinical Svcs 1; 2248, Asst Dir Clinical Svcs 2; 2302, Nursing Assistant; 2312, Licensed Vocational Nurse; 2320, Registered Nurse; 2322, Nurse Manager; 2450, Pharmacist; 2467, Diagnostic Imaging Tech I; 2468, Diagnostic Imaging Tech II; 2469, Diagnostic Imaging Tech III; 2470, Diagnostic Imaging Tech IV; 2548, Occupational Therapist; 2556, Physical Therapist;

- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No. Equipment will be provided by the Airport.

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

A Notice of Intent (NOI) to award was issued to the Department of Public Health (DPH) on 1/26/17. No responses were received as of the deadline on 2/10/17. Historically, DPH sought assistance from UCSF to manage the SFO Medical Clinic. In FY 2000-2001, UCSF determined that medical clinic management and administration was not part of UCSF's core mission of operating an academic teaching hospital, and DPH declined to operate the clinic, so the Airport sought a contract.

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

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

While civil service classifications could perform the work, operation of the medical clinic must be done by an entity licensed by the State of California to operate this type of medical facility.

- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, as civil service classifications would not be able to obtain state licensing to operate a medical clinic.

**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. None, as the clinic must be operated by a State of California licensed entity.

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

No.

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

No.

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

No.

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

No.

**7. Union Notification: On 02/17/2017, the Department notified the following employee organizations of this PSC/RFP request:**

Management & Superv Local 21; Municipal Executive Association; SEIU Local 1021; SEIU, Local 1021 (Staff Nurse & Per Diem Nurse); Teamsters, Local 856 Health Workers

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

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

Address: PO Box 8097 San Francisco, CA 94128

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 44548 - 16/17

DHR Analysis/Recommendation:

Commission Approval Required

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

action date: 06/19/2017

Approved by Civil Service Commission with conditions

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: HUMAN SERVICES

Dept. Code: DSS

Type of Request:  Initial  Modification of an existing PSC (PSC # 46770 - 19/20)

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

Type of Service: Consultation, Technical Assistance, Meeting Facilitation

Funding Source: Federal

PSC Original Approved Amount: \$198,000 PSC Original Approved Duration: 01/01/21 - 09/30/22 (1 year 38 weeks)

PSC Mod#1 Amount: no amount added PSC Mod#1 Duration: 01/12/22-06/30/24 (1 year 39 weeks)

PSC Cumulative Amount Proposed: \$198,000 PSC Cumulative Duration Proposed: 3 years 25 weeks

**1. Description of Work**

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

Assist CalWORKs to complete the components of Cal-OAR (CalWORKs Outcome and Accountability Review), a State of California mandated project. Proposed works are as follow: (1) review of the current system and, (2) development of a system improvement plan.

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

This service is necessary because Cal-OAR is a State of California mandated project. Not completing the project will cause the CalWORKs program to fall out of compliance.

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

Services have been provided in the past through earlier PSC request. See 46770 - 19/20

D. Will the contract(s) be renewed?

No, the contract will not be renewed, as this is a one-time only project.

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 (This project is less than 5 years.)

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

A. Display all that apply

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

Explain the qualifying circumstances:

This is a short term project of about 3 years that requires specific skills in stakeholder outreach and engagement, assistance to compile and report on stakeholder feedback, and integrate feedback effectively in the reports and CQI processes as required by the project.

B. Reason for the request for modification:

Extending end date due to pandemic delay

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

A. Specify required skills and/or expertise: Specific skills required are stakeholder outreach and engagement, assistance to compile and report on stakeholder feedback, and integrate feedback effectively in reports and CQI (Continuous Quality Improvement) processes, as required by Cal-OAR.

B. Which, if any, civil service class(es) normally perform(s) this work? 1820, Junior Administrative Analyst; 1822, Administrative Analyst; 1823, Senior Administrative Analyst; 1824, Pr Administrative Analyst; 2913, Program Specialist; 2915, Program Specialist Supervisor; 2917, Program Support Analyst;

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

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

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 feasible because this is a short term project. The office will have to recruit, hire and train temporary staff in a short period of time; and then these workers will be released from employment after the project.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No, it would not be practical given the short-term nature of the 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.

The proposed work does not include training.

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

No.

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

No.

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

No.

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

No.

**7. Union Notification: On 01/12/22, the Department notified the following employee organizations of this PSC/RFP request:**

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

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

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

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 46770 - 19/20

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 04/18/2022



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

**Gendelman, Johanna (HSA)**

---

**From:** dhr-psccordinator@sfgov.org on behalf of esperanza.zapien@sfgov.org  
**Sent:** Wednesday, January 12, 2022 3:00 PM  
**To:** Zapien, Esperanza (HSA); 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; Laxamana, Junko (BOS); WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; amakayan@ifpte21.org; L21PSCReview@ifpte21.org; Gendelman, Johanna (HSA); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Modification Request to PSC # 46770 - 19/20 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The HUMAN SERVICES -- DSS has submitted a modification request for a Personal Services Contract (PSC) for \$0 for services for the period January 12, 2022 – June 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/17804>

Email sent to the following addresses: L21PSCReview@ifpte21.org amakayan@ifpte21.org pkim@ifpte21.org kschumacher@ifpte21.org tmathews@ifpte21.org wendywong26@yahoo.com WendyWong26@yahoo.com junko.laxamana@sfgov.org jtanner940@aol.com david.canham@seiu1021.org Sin.Yee.Poon@sfgov.org xiumin.li@seiu1021.org davidmkersten@gmail.com ted.zarzecki@seiu1021.net pscreview@seiu1021.org Wendy.Frigillana@seiu1021.org pcamarillo\_seiu@sbcglobal.net Kbasconcillo@sfgov.org Ricardo.lopez@sfgov.org thomas.vitale@seiu1021.org Julie.Meyers@sfgov.org noah.frigault@sfgov.org

# **Additional Attachment(s)**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: HUMAN SERVICES -- DSS

Dept. Code: DSS

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

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

Type of Service: Consultation, Technical Assistance, Meeting Facilitation

Funding Source: Federal

PSC Duration: 1 year 38 weeks

PSC Amount: \$198,000

**1. Description of Work**

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

Assist CalWORKs to complete the components of Cal-OAR (CalWORKs Outcome and Accountability Review), a State of California mandated project. Proposed works are as follow: (1) review of the current system and, (2) development of a system improvement plan.

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

This service is necessary because Cal-OAR is a State of California mandated project. Not completing the project will cause the CalWORKs program to fall out of compliance.

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

N/A (This is a new project.)

D. Will the contract(s) be renewed?

No, the contract will not be renewed, as this is a one-time only project.

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 (This project is less than 5 years.)

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

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

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

B. Explain the qualifying circumstances:

This is a short term project of about 3 years that requires specific skills in stakeholder outreach and engagement, assistance to compile and report on stakeholder feedback, and integrate feedback effectively in the reports and CQI processes as required by the project.

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

A. Specify required skills and/or expertise: Specific skills required are stakeholder outreach and engagement, assistance to compile and report on stakeholder feedback, and integrate feedback

effectively in reports and CQI (Continuous Quality Improvement) processes, as required by Cal-OAR.

- B. Which, if any, civil service class(es) normally perform(s) this work? 1820, Junior Administrative Analyst; 1822, Administrative Analyst; 1823, Senior Administrative Analyst; 1824, Pr Administrative Analyst; 2913, Program Specialist; 2915, Program Specialist Supervisor; 2917, Program Support Analyst;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No

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

N/A

**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 feasible because this is a short term project. The office will have to recruit, hire and train temporary staff in a short period of time; and then these workers will be released from employment after the project.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, it would not be practical given the short-term nature of the 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. The proposed work does not include training.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

7. **Union Notification:** On 12/03/2020, the Department notified the following employee organizations of this PSC/RFP request:  
Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21; SEIU 1021 Miscellaneous

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

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

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 46770 - 19/20

DHR Analysis/Recommendation:

action date: 03/15/2021

Commission Approval Required

Approved by Civil Service Commission

03/15/2021 DHR Approved for 03/15/2021

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION

Dept. Code: PUC

Type of Request:  Initial  Modification of an existing PSC (PSC # 47899 - 19/20)

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

Type of Service: Electric wiring and testing of metal clad switchgear(68500)

Funding Source: Power Enterprise Operating Budget

PSC Original Approved Amount: \$2,400,000 PSC Original Approved Duration: 01/01/20 - 12/31/22 (3 years)

PSC Mod#1 Amount: \$5,000,000 PSC Mod#1 Duration: 12/31/22-12/30/26 (4 years)

PSC Cumulative Amount Proposed: \$7,400,000 PSC Cumulative Duration Proposed: 7 years

**1. Description of Work**

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

Electric testing and wiring of new electric medium voltage metal-clad switchgear to serve new public/private housing redevelopments at Potrero and Sunnyside Housing Projects, as well as new projects at Candlestick Point and other locations around San Francisco. This contract is for the acquisition of six medium voltage metal-clad switchgears with estimated testing and wiring costs of \$10,000 per switchgear or \$60,000 for the entire contract.

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

Necessary to ensure that new equipment is installed properly, is operational and meets industry standards and contract specifications. This work is necessary to activate the manufacturers warranty for this equipment.

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 47899 - 19/20

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:

N/A (3 year term)

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

A. Display all that apply

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

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

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

Explain the qualifying circumstances:

The need for this work is sporadic and can occur years apart. For example, three installations in five years and then none for ten years. Most of the time, there would be no work to do for this specific service. This work is highly specialized based on individual manufacturers' equipment. This work only occurs at equipment installation and commissioning prior to City acceptance and without ongoing work thereafter and is necessary for the activation of the manufacturer's warranty on this equipment.

B. Reason for the request for modification:

We had budgeted \$2.4 million for switchgear and didn't add in what we needed for switches that we were also going to need to procure. So we are only just entering the third year of a three-year contract and we don't have enough money left on the contract to buy all the switches needed just to this point. We have other new projects in the development pipeline and need to buy several more switchgear as well. If we need to extend the contract in single-year intervals the counterparty is on board with that. Raising the amount from \$2.4 million to \$5.0 million is critical.

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

- A. Specify required skills and/or expertise: Expert knowledge of medium voltage metal-clad switchgear specifications and operational characteristics, including switchgear wiring of all components. National Electrical Testing Association (NETA) certified expertise in switchgear testing, and all applicable American National Standards Institute (ANSI) requirements.
- 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. Switchgear testing equipment is highly specialized. The rarity of need for such testing makes owning the equipment by the City to be uneconomic.

**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.  
Factory trained and certified representatives typically perform such commissioning services prior to offering for City acceptance for their newly manufactured equipment.
- 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 need for this work is sporadic and can occur years apart. For example, three installations in five years and then none for ten years. Most of the time, on average 99 percent or greater, there would be no work to do for City employees to perform this specific and technically complex 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 contact? If so, please explain what that will entail; if not, explain why not.  
Training will be on how to operate switchgear; up to 5 City representatives for up to two working days at the job location.
- 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 03/10/22, 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: Shawndrea Hale Phone: (415) 551-4540 Email: shale@sfwater.org

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 47899 - 19/20

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 04/18/2022

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

**From:** [dhr-psccoordinator@sfgov.org](mailto:dhr-psccoordinator@sfgov.org) on behalf of [shale@sfwater.org](mailto:shale@sfwater.org)  
**To:** [Hale, Shawndrea M.](mailto:Hale,Shawndrea.M.); [kennethlomba@gmail.com](mailto:kennethlomba@gmail.com); [snaranjo@cirseiu.org](mailto:snaranjo@cirseiu.org); [mdennis@twusf.org](mailto:mdennis@twusf.org); [rmarenco@twusf.org](mailto:rmarenco@twusf.org); [pwilson@twusf.org](mailto:pwilson@twusf.org); [cmoyer@nccrc.org](mailto:cmoyer@nccrc.org); [noah.frigault@sfgov.org](mailto:noah.frigault@sfgov.org); [sfdpoa@icloud.com](mailto:sfdpoa@icloud.com); [Mjayne@iam1414.org](mailto:Mjayne@iam1414.org); [Emanuel, Rachel \(DEM\)](mailto:Emanuel,Rachel.(DEM)); [laborers261@gmail.com](mailto:laborers261@gmail.com); [Laxamana, Junko \(BOS\)](mailto:Laxamana,Junko.(BOS)); [jennifer.esteen@seiu1021.org](mailto:jennifer.esteen@seiu1021.org); [emathurin@cirseiu.org](mailto:emathurin@cirseiu.org); [abush@cirseiu.org](mailto:abush@cirseiu.org); [sbabaria@cirseiu.org](mailto:sbabaria@cirseiu.org); [anthony@dc16.us](mailto:anthony@dc16.us); [mlobre@sfpoa.org](mailto:mlobre@sfpoa.org); [tracym@sfpoa.org](mailto:tracym@sfpoa.org); [mleach@ibt856.org](mailto:mleach@ibt856.org); [rooferslocal40@gmail.com](mailto:rooferslocal40@gmail.com); [sal@local16.org](mailto:sal@local16.org); [Criss@sfmea.com](mailto:Criss@sfmea.com); [Julie.Meyers@sfgov.org](mailto:Julie.Meyers@sfgov.org); [seichenberger@local39.org](mailto:seichenberger@local39.org); [Camaguey@sfmea.com](mailto:Camaguey@sfmea.com); [ablood@cirseiu.org](mailto:ablood@cirseiu.org); [kcartermartinez@cirseiu.org](mailto:kcartermartinez@cirseiu.org); [ecassidy@ifpte21.com](mailto:ecassidy@ifpte21.com); [WendyWong26@yahoo.com](mailto:WendyWong26@yahoo.com); [wendywong26@yahoo.com](mailto:wendywong26@yahoo.com); [sarah.wilson@seiu1021.org](mailto:sarah.wilson@seiu1021.org); [kschumacher@ifpte21.org](mailto:kschumacher@ifpte21.org); [kpage@ifpte21.org](mailto:kpage@ifpte21.org); [tjenkins@uapd.com](mailto:tjenkins@uapd.com); [eerbach@ifpte21.org](mailto:eerbach@ifpte21.org); [tmathews@ifpte21.org](mailto:tmathews@ifpte21.org); [amakayan@ifpte21.org](mailto:amakayan@ifpte21.org); [jb@local16.org](mailto:jb@local16.org); [Ricardo.lopez@sfgov.org](mailto:Ricardo.lopez@sfgov.org); [Basconcillo, Kathy](mailto:Basconcillo,Kathy); [Sandeep.lal@seiu1021.me](mailto:Sandeep.lal@seiu1021.me); [pcamarillo\\_seiu@sbcglobal.net](mailto:pcamarillo_seiu@sbcglobal.net); [MRainsford@local39.org](mailto:MRainsford@local39.org); [Wendy.Frigillana@seiu1021.org](mailto:Wendy.Frigillana@seiu1021.org); [pscreview@seiu1021.org](mailto:pscreview@seiu1021.org); [pkim@ifpte21.org](mailto:pkim@ifpte21.org); [agonzalez@iam1414.org](mailto:agonzalez@iam1414.org); [ted.zarzecki@seiu1021.net](mailto:ted.zarzecki@seiu1021.net); [leah.berlanga@seiu1021.org](mailto:leah.berlanga@seiu1021.org); [gail@sffdlocal798.org](mailto:gail@sffdlocal798.org); [cityworker@sfcwu.org](mailto:cityworker@sfcwu.org); [davidmkersten@gmail.com](mailto:davidmkersten@gmail.com); [djohnson@opcmialocal300.org](mailto:djohnson@opcmialocal300.org); [ramonluna261@gmail.com](mailto:ramonluna261@gmail.com); [ablood@cirseiu.org](mailto:ablood@cirseiu.org); [pkarinen@nccrc.org](mailto:pkarinen@nccrc.org); [tony@dc16.us](mailto:tony@dc16.us); [stevek@bac3-ca.org](mailto:stevek@bac3-ca.org); [xiumin.li@seiu1021.org](mailto:xiumin.li@seiu1021.org); [Sin.Yee.Poon@sfgov.org](mailto:Sin.Yee.Poon@sfgov.org); [smcgarry@nccrc.org](mailto:smcgarry@nccrc.org); [rmitchell@twusf.org](mailto:rmitchell@twusf.org); [grojo@local39.org](mailto:grojo@local39.org); [jduritz@uapd.com](mailto:jduritz@uapd.com); [staff@sfmea.com](mailto:staff@sfmea.com); [mike@dc16.us](mailto:mike@dc16.us); [khughes@ibew6.org](mailto:khughes@ibew6.org); [L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org); [sfmsa@gmail.com](mailto:sfmsa@gmail.com); [bart@dc16.us](mailto:bart@dc16.us); [david.canham@seiu1021.org](mailto:david.canham@seiu1021.org); [jtanner940@aol.com](mailto:jtanner940@aol.com); [oashworth@ibew6.org](mailto:oashworth@ibew6.org); [L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org); [laborers261@gmail.com](mailto:laborers261@gmail.com); [local200twu@sbcglobal.net](mailto:local200twu@sbcglobal.net); [speedy4864@aol.com](mailto:speedy4864@aol.com); [Christina@sfmea.com](mailto:Christina@sfmea.com); [ecdemvoter@aol.com](mailto:ecdemvoter@aol.com); [thomas.vitale@seiu1021.org](mailto:thomas.vitale@seiu1021.org); [dhr-psccoordinator@sfgov.org](mailto:dhr-psccoordinator@sfgov.org)  
**Subject:** Receipt of Modification Request to PSC # 47899 - 19/20 - MODIFICATIONS  
**Date:** Thursday, March 10, 2022 4:13:50 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.

PSC RECEIPT of Modification notification sent to Unions and DHR

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a modification request for a Personal Services Contract (PSC) for \$5,000,000 for services for the period December 31, 2022 – December 30, 2026. For all Modification requests, there is a 7-Day notice 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/18096>

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: PUBLIC UTILITIES COMMISSION -- PUCDept. Code: PUCType of Request:  Initial  Modification of an existing PSC (PSC # \_\_\_\_\_)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: Electric wiring and testing of metal clad switchgear(68500)Funding Source: Power Enterprise Operating BudgetPSC Duration: 3 yearsPSC Amount: \$2,400,000**1. Description of Work**

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

Electric testing and wiring of new electric medium voltage metal-clad switchgear to serve new public/private housing redevelopments at Potrero and Sunnydale Housing Projects, as well as new projects at Candlestick Point and other locations around San Francisco. This contract is for the acquisition of six medium voltage metal-clad switchgears with estimated testing and wiring costs of \$10,000 per switchgear or \$60,000 for the entire contract.

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

Necessary to ensure that new equipment is installed properly, is operational and meets industry standards and contract specifications. This work is necessary to activate the manufacturers warranty for this equipment.

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

In the past, these tasks were bundled with the equipment and included with bid prices.

## 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.

N/A (3 year term)

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

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

- Short-term or capital projects requiring diverse skills, expertise and/or knowledge.
- Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).
- Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator).

## B. Explain the qualifying circumstances:

The need for this work is sporadic and can occur years apart. For example, three installations in five years and then none for ten years. Most of the time, there would be no work to do for this specific service. This work is highly specialized based on individual manufacturers' equipment. This work only occurs at equipment installation and commissioning prior to City acceptance and without ongoing work thereafter and is necessary for the activation of the manufacturer's warranty on this equipment.

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

A. Specify required skills and/or expertise: Expert knowledge of medium voltage metal-clad switchgear specifications and operational characteristics, including switchgear wiring of all components. National Electrical Testing Association (NETA) certified expertise in switchgear testing, and all applicable American National Standards Institute (ANSI) requirements.

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. Switchgear testing equipment is highly specialized. The rarity of need for such testing makes owning the equipment by the City to be uneconomic.

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

N/A. The need for this is so limited, that City-owned resources would be impractical and uneconomic.

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

- A. Explain why civil service classes are not applicable.  
Factory trained and certified representatives typically perform such commissioning services prior to offering for City acceptance for their newly manufactured equipment.
- 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 need for this work is sporadic and can occur years apart. For example, three installations in five years and then none for ten years. Most of the time, on average 99 percent or greater, there would be no work to do for City employees to perform this specific and technically complex 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 contact? If so, please explain what that will entail; if not, explain why not.  
Yes. Training will be on how to operate switchgear; up to 5 City representatives for up to two working days at the job location.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

**7. Union Notification:** On 09/20/2019, 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: Bill Irwin Phone: 415-934-3975 Email: wirwin@sfgwater.org

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 47899 - 19/20  
 DHR Analysis/Recommendation: action date: 11/04/2019  
 Commission Approval Required Approved by Civil Service Commission  
 11/04/2019 DHR Approved for 11/04/2019