



London Breed
Mayor

Carol Isen
Human Resources Director

Date: July 1, 2022
To: The Honorable Civil Service Commission
Through: Carol Isen
Human Resources Director
From: Joan Lubamersky / Lynn Khaw, ADM
David Kashani, ENV
Iftikhar Hussain, HSS
Amy Nuque, MTA
Stephanie Tang, PRT
Kelly Hiramoto, DPH
Shawndrea Hale / Daniel Kwon, PUC
Cynthia Avakian, AIR
Elaine Walters, FIR
Esperanza Zapien / Johanna Gendelman, HSA
Subject: **Personal Services Contracts Approval Request**

This report contains twenty-two (22) 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 22/23 to date:

Total of this Report	YTD Expedited Approvals FY2022-2023	Total for FY2022-2023
\$114,351,839	\$33,359,094	\$147,710,933

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

Elaine Walters
Fire
1 Dr. Carlton B. Goodlett Pl., Rm. 362
San Francisco, CA 94102
(415) 558-3418

David Kashani
Environment
1155 Market St., 3rd 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

Iftikhar Hussain
Health Service System
1145 Market St., 3rd Floor
San Francisco, CA 94103
(628) 652-4614

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

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

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

Shawndrea Hale / Daniel Kwon
Public Utilities Commission
525 Golden Gate Ave., 8th 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

Table of Contents
PSC Submissions

Regular PSCs	Department	Page
49305 - 21/22	City Administrator	1
33016 - 21/22	Environment	16
46639 - 21/22	Environment	38
46715 - 21/22	Health Service System	60
44872 - 21/22	Municipal Transportation Agency	65
48002 - 21/22	Municipal Transportation Agency	79
43567 - 21/22	Port	87
40920 - 21/22	Public Health	99
48509 - 20/21	Public Health	105
49818 - 21/22	Public Health	110
44914 - 21/22	Public Utilities Commission	115
47601 - 21/22	Public Utilities Commission	229
Modification PSCs		
37012 - 18/19	Airport Commission	235
49345 - 16/17	Airport Commission	247
47879 - 17/18	City Administrator	258
49582 - 19/20	City Administrator/Fire	272
2014 - 08/09	Public Health	285
4065 - 10/11	Public Health	295
4164 - 08/09	Public Health	304
33861 - 16/17	Public Health	319
46291 - 18/19	Human Services Agency	328
47589 - 21/22	Public Utilities Commission	339

POSTING FOR

July 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
49305 - 21/22	GENERAL SERVICES AGENCY - CITY ADMIN	\$250,000.00	The City's Sweatfree Contracting Ordinance (Administrative Code Section 12U) authorizes the Office of Labor Standards Enforcement (OLSE) to monitor contractors' compliance with the Ordinance. The Ordinance provides that until such time as the City determines it is able to adequately monitor compliance using City personnel, the City shall enter into a professional services contract with an independent nonprofit organization for assistance in monitoring compliance. The vendor will monitor compliance by contractors located outside of the Bay Area and abroad that provide goods to the City. Currently, the Ordinance applies only to apparel, garments (uniforms), related accessories and textiles.	August 1, 2022	July 31, 2025	REGULAR
33016 - 21/22	ENVIRONMENT	\$1,500,000.00	Conduct highly specialized market research on behalf of the department, with special experience managing projects in the areas of recycling, toxics reduction, renewable energy, energy efficiency, waste reduction, environmental justice, transportation and climate change. Conduct market segmentation studies, attitude and usage research, and qualitative and quantitative studies.	July 1, 2022	June 30, 2027	REGULAR
46639 - 21/22	ENVIRONMENT	\$1,000,000.00	As-needed assistance to the department as directed by task order to provide specialized community outreach expertise in the areas of recycling, toxics reduction, renewable energy, energy efficiency, waste reduction, environmental justice, transportation and climate change. Conduct public engagement, specifically with underserved communities of San Francisco; design and deliver technical assistance to San Francisco businesses; facilitate technical and/or culturally competent discussions; design meetings, workshops, and designing participatory planning processes	September 1, 2022	August 31, 2027	REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
46715 - 21/22	HEALTH SERVICE SYSTEM	\$700,000.00	SFHSS is seeking a vendor to (i) develop new content and functionality for the SFHSS Website (https://sfhss.org/), (ii) develop a new solution to allow SFHSS to deliver sensitive Member-specific digital communications in a HIPAA-compliant manner, (iii) ensure the Website meets the City's Digital Accessibility and Inclusion Standard (https://sf.gov/reports/november-2021/digital-accessibility-and-inclusion...) by or before November 18, 2023, and (iv) provide ongoing support, maintenance and subject-matter expertise to SFHSS for Website improvements, and expand SFHSS' ability to communicate directly and effectively with Members. The vendor selected as a result of this RFP will also (v) ensure Drupal core and contributed module security, (vi) keep Drupal code up-to-date, (vii) develop improved and equitable access to the Website, (viii) improve Website usability, (ix) provide Users with a secure log-in to access User-specific documents, (x) provide SFHSS with a platform for secure communications with Users or subpopulations of Users, (xi) improve Website analytics and performance, (xii) work to upgrade the Website from Drupal 9 to Drupal 10, and (xiii) develop and improve upon SFHSS staff training and provide documentation for future staff training.	August 1, 2022	June 30, 2027	REGULAR
44872 - 21/22	MUNICIPAL TRANSPORTATION AGENCY	\$460,989.00	Determine the existing conditions of San Francisco Municipal Transportation Agency subway stations by conducting on-site inspections and audits, examining maintenance documents and records, and consulting with San Francisco Municipal Transportation Agency staff and other tasks as required. Investigate and make maintenance recommendations on subway station components. Recommend and prioritize corrective, maintenance, and rehabilitation measures, estimate the costs of the items, and provide comparisons and evaluations among ranges of possible actions. Recommend and prioritize upgrades and enhancements, estimate the costs of the items, and provide comparisons and evaluations among ranges of possible actions.	July 19, 2022	July 19, 2026	REGULAR
48002 - 21/22	MUNICIPAL TRANSPORTATION AGENCY	\$35,000,000.00	The San Francisco Municipal Transportation Agency (SFMTA) is self-insured for Workers' Compensation (Workers' Comp) and existing claims are currently adjusted by a third party administrator (TPA). The contractor will provide claims adjusting and consulting services for existing and new claims for Workers' Comp benefits filed by SFMTA employees. Services include claims review and compensability determination; payment of statutory benefits, medical providers, and ancillary claims services; vendor management for bill review; investigative services; coordination of claims	October 1, 2022	September 30, 2031	REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			defense with the City Attorney; management of benefit delivery system; and data collection and management.			
43567 - 21/22	PORT	\$500,000.00	This contract will be used for the services needed related to the habitat around the Heron's Head Park. The needed services include seed collection, cultivation of plants in a greenhouse, planning, and habitat stewardship in phases over a four-year period.	July 1, 2022	June 30, 2026	REGULAR
40920 - 21/22	PUBLIC HEALTH	\$1,000,000.00	<p>The San Francisco Department of Public Health (DPH) ZSFG is currently seeking a software application that will generate a "Choice List" for patients of services that accept their insurance and meet their specific needs. The Choice List will refer the patient to the selected SNFs or Home Health Providers with other documentation in Epic required for the referral (Face Sheet, Med orders, Discharge Summary, etc.). The Choice List for the patient and/or the patient's family will be provided electronically or as a hard copy that will include up-to-date quality data.</p> <p>This software should be fully integrated into Epic and allow the identification of Skilled Nursing Facilities (SNFs) and Home Health Agencies in California that accept a patient's payor (and meet other patient identified parameters) and have bed availability. This will assist in 1) meeting State Medi-Cal requirements and 2) meeting guidelines of the Federal Impact Act by setting up an interface with Epic that allows for clinical documents and patient demographic information to be accessed and attached to referrals that can be electronically sent to qualified providers.</p>	June 1, 2022	May 31, 2031	REGULAR
48509 - 20/21	PUBLIC HEALTH	\$8,000,000.00	This PSC is for a system to monitor and track the temperature of equipment, including scientific, diagnostic, kitchen, medical and other equipment. In addition, contractors may support building thermostat, environmental climate, or other temperature monitoring, control, and related systems. System(s) may also include hosted or on-premises IT solutions specific to temperature and climate control systems. The proposed services are above and beyond routine maintenance and repairs performed by City workers.	March 1, 2022	December 31, 2027	REGULAR
49818 - 21/22	PUBLIC HEALTH	\$490,000.00	The contractor will complete a landscape analysis of the current state of Breast Feeding/ Chest Feeding in the City and County of San Francisco and help initiate the San Francisco Breast Feeding Capacity and Coalition project. This is a one-time project to assess the needs of maternal health	September 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
			– Breastfeeding/Chest feeding in the City and County of San Francisco. The landscape analysis will be focused and centered around identifying current conditions and strengths, identify service gaps among communities with the greatest breastfeeding/ chest feeding disparities. The strategic plan and coalition building activities will be focused to address unique challenges of lactating families to reframe and dismantle systems that perpetuate privilege, to ensure Policy, Systems, and Environment (PSE) activities address disparities. These requested services from professional research and data analysis experts will assist in the continued goal to identify and improve areas where there are inequities in health outcomes for newborns, infants and their families.			
44914 - 21/22	PUBLIC UTILITIES COMMISSION	\$1,800,000.00	<p>Fish screen cleaning and DSOD valve exercising at raw water supplies including: San Antonio Reservoir, Calaveras Reservoir, Crystal Springs Reservoir, and San Andreas Reservoir.</p> <p>Perform required treated water tanks and reservoir inspections and cleanings as required. Tanks and reservoirs to be inspected and cleaned are: Castlewood Reservoir, Tesla Treatment Facility domestic water tanks, Sunol Town Tanks, SVWTP Chlorine Contact Tank, SVWTP Treated Water Reservoir, The Balancing Reservoir, HTWTP Chlorine Contact Chamber, and HTWTP Treated Water Reservoir.</p> <p>** Inspection and cleaning including the removal of sediments and debris as well as necessary underwater repairs from pump sumps, tunnels and terminus's from and leading to SF Bay at and from: AWSS Pump Station # 1, 698 2nd. St, SF, CA. AWSS Pump Station # 2, 3455 Van Ness Ave. SF, CA.</p> <p>** Limited Underwater Emergency inspections and underwater repairs for CDD potable water assets</p>	September 1, 2022	August 30, 2027	REGULAR
47601 - 21/22	PUBLIC UTILITIES COMMISSION	\$2,925,850.00	<p>The proposed work includes regular monitoring and maintenance of stream and reservoir real-time gauging instruments and reporting this information collected by the gauging instruments on the USGS public website, which is updated every 15 minutes. This information is provided to the SFPUC so it can comply with federal and state regulatory requirements, including California water rights reporting and federal/state environmental compliance permits.</p>	October 1, 2021	September 30, 2027	REGULAR

TOTAL AMOUNT \$53,626,839

POSTING FOR

July 18, 2022

PROPOSED PERSONAL SERVICES CONTRACTS – Modifications

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
37012 - 18/19 - MODIFICATIONS	July 18, 2022	AIRPORT COMMISSION -- AIR	\$300,000	\$600,000	San Francisco International Airport (SFO or Airport) has a legacy software license which is now cloud-based to support the Airport's business processes in our Facilities Maintenance division. The Airport has a need to supplement that system to include an additional module for asset tracking with work orders to include some software configuration and training of staff. Additional functionality is required to be able to track the receiving, storing and issuing of all purchased inventory at any given time. This module will enable the Airport to track purchased items within a computerized maintenance management system.	07/01/2023	06/30/2025	REGULAR
49345 - 16/17 - MODIFICATIONS	July 18, 2022	AIRPORT COMMISSION -- AIR	\$850,000	\$1,895,000	The San Francisco International Airport (Airport) is seeking consulting services for concessions development and related operational and planning issues;	07/01/2026	12/31/2029	REGULAR

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					evaluation of the Airport's aesthetic design; retail master planning; creation of concession merchandising standards and quality assurance and control services; evaluation of customer service conditions at the Airport; and analysis of options for hotel development on Airport property.			
47879 - 17/18 - MODIFICATIONS	July 18, 2022	GENERAL SERVICES AGENCY - CITY ADMIN -- ADM	\$650,000	\$4,700,000	This contract will establish a list of vendors in different parts of the City to perform as needed/seasonal car washing/detailing services (including some biohazard decontaminants) for the City's fleet of cars, sedans, pick ups and SUVs. Additionally, mobile car washing services will be available for vehicles and equipment including street sweepers, tractor and aerial trucks.	11/01/2017	02/28/2025	REGULAR
49582 - 19/20 - MODIFICATIONS	July 18, 2022	GENERAL SERVICES AGENCY - CITY ADMIN -- ADM	\$1,000,000	\$3,000,000	Work to be performed is to dry dock the City's Fire Department (SFFD) boats for repairs and maintenance services. The immediate need for these services is for SFFD's three boats. All three boats are in rotation but Fire Boat #1 (the Phoenix)has not been out of the water for five years and is overdue for repairs	06/01/2022	03/31/2025	REGULAR

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					and maintenance. In addition, having the City's fleet of vessels dry docked and out of water will give the City full access to repairs that cannot easily be identified and serviced when boats are in the water.			
2014-08/09 - MODIFICATIONS	July 18, 2022	PUBLIC HEALTH -- DPH	\$300,000	\$1,081,600	Contractors will provide 24-hour perinatal, neonatal and pediatric consultation and transport services, consultation services: nursing, social services and respiratory therapy. They will also provide preceptorship programs to the perinatal outreach program, and full-day didactic classes to UCSF's Nursing Education and Training Program. Included will be comprehensive maternity care, e.g., physicians and certified nurse midwives for outpatient obstetrical visits, antenatal assessments, labor, delivery, obstetrically-related inpatient visits, and postpartum outpatient visits within eight weeks of delivery.	03/23/2022	continuing	CONTINUED
4065-10/11 - MODIFICATIONS	July 18, 2022	PUBLIC HEALTH -- DPH	\$50,000,000	\$107,167,907	Contractor will provide intermittent, as needed temporary, on-call professional radiology technologists with on-call	07/01/2022	12/31/2027	REGULAR

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					availability, 7 days per week. Registry personnel will be available on 24-hour notice to back-up civil service employees during scheduled and unscheduled staff absences.			
4164 08/09 - MODIFICATIONS	July 18, 2022	PUBLIC HEALTH -- DPH	\$1,000,000	\$7,500,000	The Contractor will provide custom fitting, modifications, and custom manufacturing of orthotics and prosthetics for patients of San Francisco General Hospital, Laguna Honda Hospital, Jail Health Services, and other clients of the Community Health network. The contractor will a/so take an active role in the education of medical residents at SFGH in the proper use, prescribing, and manufacturing of prosthetics and orthotic devices.	07/01/2022	06/30/2027	REGULAR
33861 - 16/17 - MODIFICATIONS	July 18, 2022	PUBLIC HEALTH -- DPH	\$100,000	\$199,000	The contractor will perform as-needed analytical laboratory services for the hospital pharmacy to test compounded products for drug stability, sterility, product validation, and drug investigations.	06/01/2022	12/31/2027	REGULAR
46291 - 18/19 - MODIFICATIONS	July 18, 2022	HUMAN SERVICES -- DSS	\$525,000	\$1,100,025	Contractor will collaborate with HSA to conduct trainings in these 2 specific areas: (1) Training of Social Work and	07/01/2022	06/30/2024	REGULAR

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					<p>Related Skills focused on social work intervention skills, risk assessment and case management, deep crisis intervention, and clinically-focused field experiences. Participants will include HSA trainers and to San Francisco City employees and social workers across several departments (HSA, DPH, Dept. of Child Support, OECE) who works with the P500 population, a cohort of 500 families on welfare in the City of San Francisco aiming to lift out of poverty. There will be a total of 30 full training days on-site in San Francisco with up to 35 HSA staff per training session. (2) Training for Welfare Fraud Detection and Prevention Techniques to HSA staff in roles of eligibility and welfare investigators. Participants will include approximately 600 SF HSA eligibility workers and 100 non-eligibility staff/investigators who administer, review, and investigate public benefits across programs. Trainings are conducted via online modules in 4-hour training session. Welfare Fraud trainings</p>			

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					are annual compliance requirements as mandated by the State.			
47589 - 21/22 - MODIFICATIONS	July 18, 2022	PUBLIC UTILITIES COMMISSION -- PUC	\$6,000,000	\$15,900,000	This contract entails the processing of Class B biosolids into Class A biosolids. Class B biosolids have undergone a reduction in pathogen content to the point where they are safe for certain types of reuse while Class A biosolids have had pathogen content eliminated. There are several technologies which can be used to achieve this under Code of Federal Regulations Title 40 Part 503, the federal regulations which govern biosolids. Once the Class A biosolids product is produced, the contractor is responsible for the distribution of the product to farmers and ranchers. New regulations stemming from SB 1383 restrict the use of biosolids used as cover material in landfills. Alternative, non-landfill uses for biosolids are needed and Contract 63002 ensures there is a management option for biosolids during certain parts of the year.	05/25/2022	08/19/2027	REGULAR

TOTAL AMOUNT \$60,725,000

**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: Monitoring, Reporting and Consultation Services on Sweatshops

Funding Source: General Fund

PSC Duration: 3 years

PSC Amount: \$250,000

1. Description of Work

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

The City's Sweatfree Contracting Ordinance (Administrative Code Section 12U) authorizes the Office of Labor Standards Enforcement (OLSE) to monitor contractors' compliance with the Ordinance. The Ordinance provides that until such time as the City determines it is able to adequately monitor compliance using City personnel, the City shall enter into a professional services contract with an independent nonprofit organization for assistance in monitoring compliance. The vendor will monitor compliance by contractors located outside of the Bay Area and abroad that provide goods to the City. Currently, the Ordinance applies only to apparel, garments (uniforms), related accessories and textiles.

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

The Sweatfree Contracting Ordinance specifies that OLSE shall contract an independent nonprofit organization with expertise in Sweatshop Labor for the implementation of the ordinance. If this request is denied, the Ordinance will not be effectively enforced or fully implemented.

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

A prior contract for similar services was approved by the Civil Service Commission under PSC #45492-16.17. Before that, a contract was awarded under PSC #4020-06/07.

D. Will the contract(s) be renewed?

Unknown, but likely.

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

2. Reason(s) for the Request

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

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:

San Francisco Administrative Code Chapter 12U.7 (b) requires the City to enter into an agreement with an independent non-profit organization with expertise in monitoring and reporting on Sweatshop Labor for assistance monitoring the compliance of Contractors.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: At least three years experience in monitoring, reporting, conducting workplace inspections and investigations of Sweatshop Labor violations. Staff with multilingual capabilities and experience operating in states and foreign countries where City contracted goods are manufactured. Extensive knowledge of local, state and international laws pertaining to Sweatshop labor violations. Extensive knowledge of the San Francisco Administrative Code, Chapter 12U, Sweatfree Contracting

B. Which, if any, civil service class(es) normally perform(s) this work? 2978, Contract Compliance Officer 2; 2992, Contract Compliance Officer 1;

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

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

These resources are not available within the City.

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

A. Explain why civil service classes are not applicable.

Current classes do not have expertise in international laws and contract monitoring abroad and can't travel abroad to monitor contractor performance.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. Any new classification would be needed only by OLSE.

6. Additional Information

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

No.

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

No. No training will be provided.

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

Yes. Administrative Code Chapter 12.U7 (b) requires the City to enter into an agreement with an independent nonprofit organization unless the City can provide these services. Please see attached.

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

No.

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

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

7. **Union Notification:** On 05/12/2022, the Department notified the following employee organizations of this PSC/RFP request:

Architect & Engineers, Local 21

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

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 49305 - 21/22

DHR Analysis/Recommendation:
Commission Approval Required
DHR Approved for 07/18/2022

Civil Service Commission Action:

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of joan.lubamersky@sfgov.org
To: [Lubamersky, Joan \(ADM\); ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Lubamersky, Joan \(ADM\); DHR-PSCCoordinator, DHR \(HRD\)](mailto:Lubamersky, Joan (ADM); ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Lubamersky, Joan (ADM); DHR-PSCCoordinator, DHR (HRD)@ifpte21.org)
Subject: Receipt of Notice for new PCS over \$100K PSC # 49305 - 21/22
Date: Thursday, May 12, 2022 1:15:00 PM

RECEIPT for Union Notification for PSC 49305 - 21/22 more than \$100k

The GENERAL SERVICES AGENCY - CITY ADMIN -- ADM has submitted a request for a Personal Services Contract (PSC) 49305 - 21/22 for \$250,000 for Initial Request services for the period 08/01/2022 – 07/31/2025. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/18466> 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)

CHAPTER 12U:

SWEATFREE CONTRACTING

Sec. 12U.1.	Findings.
Sec. 12U.2.	Definitions.
Sec. 12U.3.	Prohibition on Sweatshop Conditions.
Sec. 12U.4.	Contractual Requirement.
Sec. 12U.5.	Phase-In Period.
Sec. 12U.5.1.	Additional Goods Covered by Ordinance.
Sec. 12U.6.	Advisory Group.
Sec. 12U.7.	Administration and Enforcement.
Sec. 12U.8.	Effective Date.
Sec. 12U.9.	Exceptions.
Sec. 12U.9.5.	Award of Contract Absent a Sweatfree-Compliant Bid or Proposal.
Sec. 12U.10.	Preemption.
Sec. 12U.11.	Severability.

SEC. 12U.1. FINDINGS.

The Board of Supervisors finds and declares the following:

(a) This Chapter shall be known as the Sweatfree Contracting Ordinance.

(b) Each year the City and County of San Francisco spends hundreds of millions of dollars contracting with private sector contractors for the purchase or rental of goods. The prudent expenditure of public dollars requires that the City select responsible contractors.

(c) The City and County, as a major purchaser of goods, must be cognizant of the labor conditions that may be supported by its actions as a major market participant. Better working conditions assure consistently better quality goods for the City and County, by assuring fewer disruptions in the workplace due to workers' grievances, fewer absences due to illnesses, less fatigue and fewer workplace injuries, less turnover of workers, and greater incentive to perform.

(d) In its role as a market participant, the City and County seeks to assure that the integrity of the procurement process is not undermined by contractors or subcontractors who engage in sweatshop practices. Contractors who use Sweatshop Labor are able to underbid responsible contractors who pay fair wages and maintain humane work environments and conditions. Such practices place responsible contractors at a competitive disadvantage, which may dissuade responsible contractors from participating in the City and County procurement process. This Chapter will encourage responsible contracting with the City and County and reduce any inadvertent support of contractors who use Sweatshop Labor.

(e) By adopting this ordinance, the City and County does not intend to preclude the City and County or its contractors or subcontractors from doing business with any foreign country.

■ (Added by Ord. 223-05, File No. 051257, App. 9/16/2005)

SEC. 12U.2. DEFINITIONS.

For the purposes of this Chapter, the following definitions shall apply to the terms used herein.

(a) "Abusive Forms of Child Labor" shall mean the following: work performed by a person under the age of 18 when the person does not voluntarily seek the work or the person is threatened by the person's employer with physical, mental or emotional harm for nonperformance; (2) work performed by a person under the age of 18 in violation of any applicable law of the country of manufacture or assembly governing the minimum age of employment, compulsory education, or occupational health and safety; or (3) the use of a person under the age of 18 for illegal activities, including but not limited to the production or trafficking of illicit drugs or for prostitution.

(b) "Contract" shall mean an agreement for Goods for an amount greater than \$25,000 and having a term in excess of three months to be purchased or provided at the expense of the City and County or to be paid out of moneys deposited in the treasury or out of trust moneys under the control of or collected by the City and County. "Contract" shall also mean any amendment to a contract entered into after the effective date of this Chapter that causes the amount of the contract to exceed \$25,000 or causes the term to exceed three months.

(c) "Contractor" shall mean any person or persons, association, cooperative, firm, partnership, corporation, company, venture, trustee, trustee in bankruptcy, receiver, or combination thereof who enters into a Contract with the City and County.

(d) "Director" shall mean the Director of the Office of Contract Administration.

(e) "Foreign Convict or Forced Labor" shall mean any form of labor used to produce or manufacture goods prohibited from importation into the United States under 19 U.S. C. § 1307, which includes Abusive Forms of Child Labor and Slave Labor.

(f) "Good" shall mean any good, including without limitation, any material, supply, or equipment.

(g) "Slave Labor" shall mean any form of slavery, sale and trafficking of persons, debt bondage, indentured servitude, serfdom, or forced or compulsory labor.

(h) "Subcontract" shall mean any subcontract agreement or arrangement directly with a Contractor for any work under a Contract (first tier subcontract) and shall mean any subcontract agreement or arrangement between subcontractors, at any tier, except for any agreement or arrangement between subcontractors if the amount of the agreement or arrangement is less than the lesser of (1) 10 percent of the amount of the higher tier subcontractor's work; or (2) \$25,000. "Subcontract" also shall mean any subcontract agreement or arrangement that any Contractor or Subcontractor creates by dividing work into smaller increments for award to any subcontracting entity created for the purpose of awarding a subcontract that is not subject to this Chapter on the basis that it fails to meet either of the monetary thresholds for a Subcontract set above in this subsection (h).

(i) "Subcontractor" shall mean any person or persons, association, cooperative, firm, partnership, corporation, trustee, trustee in bankruptcy, receiver, or combination thereof including without limitation any subcontractor, entering into a Subcontract.

(j) "Sweatshop Labor" shall mean work performed by any Worker under terms or conditions that seriously or repeatedly violate laws of the jurisdiction within which the work is performed governing: (i) wages; (ii) employee benefits; (iii) health and safety, including without limitation exposure to hazardous or toxic substances; (iv) labor, including without limitation collective bargaining rights; (v) environmental conditions; (vi) nondiscrimination, harassment, or retaliation, including without limitation all laws prohibiting workplace and employment discrimination; (vii) freedom of association; or (viii) building or fire codes. "Sweatshop Labor" also shall mean any work performed by any person contributing to the provision of Goods to the City and County under a Contract or Subcontract that constitutes Foreign Convict or Forced Labor, or Abusive Forms of Child Labor or Slave Labor.

(k) "Worker" shall mean any employee of a Contractor or Subcontractor who contributes to the provision of Goods to the City and County under a Contract or Subcontract, including but not limited to any manufacturing or assembling of the Goods.

– (Added by Ord. 223-05, File No. 051257, App. 9/16/2005; Ord. 265-07, File No. 071369, App. 11/14/2007)

SEC. 12U.3. PROHIBITION ON SWEATSHOP CONDITIONS.

Each Contractor and Subcontractor shall comply with each of the following requirements:

(a) Each Contractor and Subcontractor, regarding any Worker, shall comply with all human and labor rights and labor standards imposed by treaty or law on the country in which the Goods are made or assembled, and shall not engage in Sweatshop Labor.

(b) Each Contractor and Subcontractor shall pay at least the following minimum wages to Workers: (1) to Workers working in the United States a base hourly wage, to be set and adjusted annually by the Director, to produce for 2,080 hours worked, an annual income equal to or greater than the U.S. Department of Health and Human Services most recent poverty guidelines for a family of three plus an additional 20 percent of the wage level paid, including without limitation amounts paid as hourly wages or health benefits or retirement benefits; and (2) for Workers working in countries other than the United States, a wage, to be set and adjusted annually by the Director, that shall be comparable to the wage for domestic manufacturers established above, adjusted to reflect the country's level of economic development by using the World Bank's most recent Gross National Income per capita Purchasing Power Parity Index.

(c) This Chapter specifies a minimum level of compensation to be paid Workers and shall not be construed to preempt or otherwise limit any other applicable law, regulation or requirement that requires a higher level of compensation.

(d) Each Contractor and Subcontractor shall keep or cause to be kept for a period of not less than three years from the date of the expiration or termination of the term of the Contract, basic payroll and time records for each Worker, and copies of any tax records filed with a governmental entity during the term. Such records shall include the following for each Worker: (a) name and job classification; (b) a general description of the work the Worker performed each day and the rate of pay (including rates of contributions for, or costs assumed to provide fringe benefits); and (c) the daily and weekly number of hours worked, deductions made; and (d) any actual wages paid.

(e) Each Contractor and Subcontractor shall maintain weekly certified payroll records for submission to the Office of Contract Administration, the Office of Labor Standards Enforcement, or the Director's designee or other authorized officers or agents of the City and County upon demand. The Contractor shall be responsible for submitting the payroll records of its Subcontractors, although Subcontractors shall submit such records directly to the City and County upon request. All certified payroll records shall be accompanied by a statement signed by the Contractor, or Subcontractor if requested by the City and County to submit the records, stating that the records are complete and correct.

(f) All records required to be maintained by this Chapter shall at all times be open to inspection and examination of the duly authorized officers and agents of the City and County of San Francisco.

(g) All Contractors and Subcontractors shall comply with the overtime laws and regulations applicable to their Workers. In the absence of a law setting overtime compensation, overtime hours shall be compensated at the rate of one-and-one-half times the regular hourly compensation rate. All overtime hours worked beyond 48 hours of working time per work week shall be worked voluntarily, except mandatory overtime above that 48-hour mark is permitted if each of the following conditions is satisfied: (1) the law of the country of manufacture permits mandatory overtime, (2) the manufacturing facility is party to a collective bargaining agreement that permits mandatory overtime, and (3) the mandatory overtime hours are worked in conformance with the collective bargaining agreement.

(h) No Contractor or Subcontractor shall subject any Worker to any physical, sexual, or other illegal harassment or abuse, including corporal punishment, illegal discrimination or retaliation for exercising his or her right to free speech and assembly or other rights protected under applicable labor or employment laws.

(i) No Contractor or Subcontractor shall require or compel any Worker to use contraceptives or take pregnancy tests.

(j) Before commencing any work under the Contract, the Contractor shall provide the City and County a list of the names and addresses of each Subcontractor to be utilized in the performance of the Contract, the Contractor's and each Subcontractor's applicable State tax identification number and the address of each manufacturing or other facility or operation of the Contractor and its Subcontractors for the performance of the Contract. The Office of Contract Administration shall post this information on its internet website before a Contractor or any of its Subcontractors may commence work under the Contract. Contractor shall update the list to show any changes in the Subcontractors or the facilities or operation during the term of the Contract. Before commencing any work under the Contract, the Contractor also shall provide the City and County a written statement showing the amount to be paid each Subcontractor and shall update this information in writing to show changes in the amount to be paid any Subcontractor or amounts to be paid Subcontractors added after submittal of the most recent statement to the City and County. Amounts to be paid to subcontractors may be reported in ranges of \$20,000.00 to \$50,000.00; \$50,001.00 to \$100,000.00; \$100,001.00 to \$250,000.00; \$250,001.00 to \$500,000.00; above \$500,000.00; or such other ranges as the Director, after consultation with the Office of Labor Standards Enforcement and Sweatfree Procurement Advisory Group, deems appropriate to effectively implement this Chapter. Updates in the amount to be paid a Subcontractor or Subcontractors after submittal of the most recent statements to the City and County need only be submitted if the changed amount would fall into a different range.

(k) During each year of the term of a Contract, the Director, the Office of Labor Standards Enforcement, or the Director's designee may request a written assurance from the Contractor and each of its Subcontractors that the Contractor or Subcontractor is in compliance with this Chapter. The request may seek confirmation of compliance with some or all of the requirements of this Chapter, and may require the response to be submitted under penalty of perjury. The Contractor or Subcontractor shall provide the written assurance within the time period specified by the Director, the Office of Labor Standards Enforcement, or the Director's designee, which shall not be less than 14 days from receipt of the request.

(l) Each Contractor and Subcontractor shall be responsible for ensuring the Subcontractor's compliance with this Chapter.

(m) Contractors and Subcontractors shall demonstrate commitment to best practices and continuous improvement in management practices to eliminate Sweatshop Labor, including the right to freedom of association and collective bargaining. No Contractor or Subcontractor shall subject a Worker to harassment, intimidation or retaliation as a result of his or her efforts to freely associate or bargain collectively. This subsection shall not apply to Contractors or Subcontractors subject to the National Labor Relations Act, 29 U.S.C. §§ 151 et seq.

■ (Added by Ord. 223-05, File No. 051257, App. 9/16/2005; Ord. 265-07, File No. 071369, App. 11/14/2007)

SEC. 12U.4. CONTRACTUAL REQUIREMENT.

Each Contract shall include an agreement by the Contractor to comply with the requirements of this Chapter, and shall incorporate this Chapter by reference. Contracts shall provide the following: (1) that in the event the Director determines that any Contractor or Subcontractor has failed to comply with any provision of this Chapter or any regulations implementing this Chapter, the Contractor shall be liable for liquidated damages equal to the greater of \$1,000 or 20% of the amount of the Goods provided in violation of this Chapter, as determined by the Director; and (2) the City and County may deduct any liquidated damages owed by a Contractor from any monies owed the Contractor under the Contract or any other agreement that the Contractor has with the City and County.

■ (Added by Ord. 223-05, File No. 051257, App. 9/16/2005)

SEC. 12U.5. PHASE-IN PERIOD.

During the first full fiscal year of the City and County after the effective date of this Chapter, the City and County shall target for enforcement only Contracts for apparel, garments and corresponding accessories, materials, supplies or equipment. Agreements for other Goods shall be targeted for enforcement in accordance with the procedure set forth in Section 12U.6.

■ (Added by Ord. 223-05, File No. 051257, App. 9/16/2005)

SEC. 12U.5.1. ADDITIONAL GOODS COVERED BY ORDINANCE.

In addition to Contracts for apparel, garments and corresponding accessories, materials, supplies or equipment, contracts for the following goods shall be targeted for enforcement:

(a) Textiles; meaning all items of cloth that are produced by weaving, knitting, felting, sewing, or similar production processes, including but not limited to such cloth items as sheets, pillows, pillowcases, towels, blankets, comforters, bath mats, mattress covers, table linens, cloth napkins, cleaning cloths, draperies, upholstery, rugs, and entrance mats, but excluding carpets.

■ (Added by Ord. 28-10, File No. 091403, 2/11/2010)

SEC. 12U.6. ADVISORY GROUP.

(a) The City and County shall establish a Sweatfree Procurement Advisory Group. The Sweatfree Procurement Advisory Group shall evaluate the industries engaged in the manufacture and sale of goods to determine whether contracts for any goods, in addition to apparel and garments, should be targeted for enforcement, and to evaluate the implementation, administration, and enforcement of this Chapter. To determine whether a particular good shall be targeted for enforcement, the factors that the Sweatfree Procurement Advisory Group shall consider shall include, but not be limited to: (a) the amount the City and County has spent, and anticipates spending for such good; (b) evidence of Sweatshop Labor or other conditions prohibited by this Chapter in the manufacturing, assemblage or distribution of such good; and (c) any financial impact that targeting the good for enforcement will have on the City and County. At the end of the first full fiscal year of the City and County following the effective date of this Chapter, and annually thereafter, the Sweatfree Procurement Advisory Group shall submit a written report to the Director and the Office of Labor Standards Enforcement that contains any recommendations on the administration, implementation, and enforcement of this Chapter, or the application of this Chapter to other goods. The report shall include the supporting information upon which each recommendation is based and a report on the financial impact that adoption of the recommendation will have on the City and County. The Director may submit any recommendation to extend the applicability of this Chapter to other goods to the Board of Supervisors. Upon the adoption of an ordinance approving such recommendation, Contracts for the purchase of such goods shall be subject to this Chapter. The Director in the Director's discretion may adopt other recommendations of the Sweatfree Procurement Advisory Group subject to the Municipal Code and the Charter.

(b) The Sweatfree Procurement Advisory Group shall determine how the City and County may maximize its purchase of goods produced in San Francisco. Within four months of its formation, the Sweatfree Procurement Advisory Group shall examine how the City and County may provide preferences and/or incentives to garment industry manufacturers in San Francisco that are in compliance with this Chapter, and explore the expansion of preferences and/or incentives to other industries. Within the four-month period, the Sweatshop Procurement Advisory Group shall propose legislation to immediately implement the preferences and/or incentives.

(c) The Sweatfree Procurement Advisory Group shall consist of eleven members. The Mayor and the Board of Supervisors shall each appoint five members. The Controller shall appoint one member. Each member shall be appointed to a term of two years. At least one of the Board of Supervisors' appointees and one of the Mayor's appointees must have significant experience representing employees in labor matters. At least one of the Board of Supervisors' appointees and one of the Mayor's appointees must have significant experience acquiring goods or services for a public entity. At least one of the Board of Supervisors' appointees and one of the Mayor's appointees must have significant experience as an advocate for human rights or the poor. The Controller's appointee shall have significant experience in finance, financial auditing, or accounting. All members of the Sweatfree Procurement Advisory Group shall be appointed within sixty days of the effective date of this Chapter. Each member shall serve at the pleasure of the appointing authority. The Sweatfree Procurement Advisory Group shall meet not less than once each fiscal year.

• (Added by Ord. 223-05, File No. 051257, App. 9/16/2005)

SEC. 12U.7. ADMINISTRATION AND ENFORCEMENT.

(a) The Director shall implement and administer, and the Director and the Office of Labor Standards Enforcement shall enforce the requirements of this Chapter. The Director may issue regulations for the implementation and administration of this Chapter. The Director may, in consultation with the Office of Labor Standards Enforcement, issue regulations for the enforcement of this Chapter. The Director may delegate, in writing, responsibilities to other departments, offices, employees, officers, or agents of the City and County. Each City department, when requested by the Director, shall cooperate with the Director in the implementation or administration of this Chapter, and when requested by the Director or Office of Labor Standards Enforcement, shall cooperate with the enforcement of this Chapter by providing relevant information that is in the department's possession and control, and providing any other assistance that it is feasible for the department to provide. The City and County may, subject to the Charter, including without limitation its budgetary and fiscal provisions, and the Municipal Codes, enter into contracts with any entity and cooperative agreements or arrangements with any public entity for assistance in implementing, administering or enforcing this Chapter, and shall explore efficient and cost-effective mechanisms for ensuring the compliance of Contractors.

(b) Until such time as the City and County determines that it is able to adequately monitor compliance with this Chapter using City personnel, the City and County shall, subject to the Charter, including without limitation its budgetary and fiscal provisions, and the Municipal Codes, enter into an agreement with an independent non-profit organization with expertise in monitoring and reporting on Sweatshop Labor for assistance monitoring the compliance of Contractors. This subsection does not in anyway limit the City's ability to contract for assistance under subsection 12U.7(a).

(c) Each Contractor and Subcontractor shall cooperate fully with any investigation of the Director, the Office of Labor Standards Enforcement, the Director's designee or contractors, including without limitation any independent non-profit monitor, and other City employees and agents authorized to assist in the implementation, administration or enforcement of this Chapter. Such persons or entities shall, in the performance of their duties, have the right to engage in random inspections of any worksite where the Contract or any Subcontract is performed and have access to any Worker or any record required to be maintained in Section 12U.3.

(d) Any failure of a Contractor or Subcontractor to perform in accordance with this Chapter shall be a material breach of the Contract. In such an event, the City and County may take any or all of the following actions:

(1) Assess liquidated damages as provided for in the Contract.

(2) Terminate the Contract.

(3) Commence debarment proceedings pursuant to Chapter 28 of this Code against the Contractor, where the Contractor has failed to comply with this Chapter, or against the Subcontractor, or Contractor and Subcontractor, where the Subcontractor has failed to comply with this Chapter.

(4) Withhold payments under the Contract until the Contractor or its Subcontractor is in full compliance with this Chapter.

(5) Require the Contractor or Subcontractor, at its expense, to provide training and best practices guidelines to managers and employees at the facility or operation where the violation occurred to ensure future compliance. Upon request by the Director or the Director's designee, the Contractor or Subcontractor shall submit such materials for the City and County's review and approval prior to distribution to managers and employees.

(6) Any Contractor or Subcontractor shall provide the Director or the Director's designees or contractor, and other City employees and agents authorized to assist in the administration and enforcement of this Chapter immediate access to the facility or operation where the violation has occurred for an inspection of the facility or operation and records, and interviews of Workers.

(7) During the term of the Contract, but not more than once every 30 days, the Director, the Office of Labor Standards Enforcement, or the Director's designee may require the Contractor or Subcontractor to provide a written summary of the steps taken to remedy the noncompliance and any difficulties encountered in curing the noncompliance. The request may require the response to be submitted under penalty of perjury. The Contractor or Subcontractor shall provide the written summary within the time period specified by the Director, the Office of Labor Standards Enforcement, or the Director's designee, which shall not be less than 14 days from receipt of the request.

(8) Pursue any other remedies available to the City and County at law or in equity.

■ (Added by Ord. 223-05, File No. 051257, App. 9/16/2005)

SEC. 12U.8. EFFECTIVE DATE.

This Chapter shall be effective ninety days after it is adopted. This legislation is intended to have prospective effect only.

■ (Added by Ord. 223-05, File No. 051257, App. 9/16/2005)

SEC. 12U.9. EXCEPTIONS.

This Chapter shall not apply in the following circumstances:

(a) When a Contract involves the expenditure of funds received by the City and County and the application of this Chapter would violate or be inconsistent with the terms or conditions of the applicable grant agreement, subvention or agreement or the instructions of an authorized representative of any such agency with respect to any such grant agreement, subvention or agreement.

(b) When the Director or the Director's designee determines that there is only one responsible contractor available to provide the Goods and that contractor is unable to comply with this Chapter, or the City and County department, commission, office or other City and County entity seeking to enter into the contract certifies in writing to the Director, and the Director finds that there are no qualified responsive bidders or proposers or prospective contractors that would comply with the requirements of this Chapter and the Contract is for Goods that are essential to the City or the public. This subsection (b) is subject to the provisions of Section 12U.9.5. If a waiver is granted pursuant to this subsection (b), the Contract entered into as a result of the waiver may be for a term of no greater than two years.

(c) When the Contract is with a public entity.

(d) When the acquisition of Goods is only incidental to the other purchases under the Contract. The acquisition of Goods shall be incidental if the amount paid by the City for the Goods is 10 percent or less than the total amount of the Contract.

(e) If the department recommending the Contract certifies in writing to the Director that pursuant to Administrative Code Section 6.60 or 21.15 that the Contract is necessary to respond to an emergency which endangers the public health or safety and no entity which complies with the requirements of this Chapter capable of responding to the emergency is immediately available.

■ (Added by Ord. 223-05, File No. 051257, App. 9/16/2005; Ord. 265-07, File No. 071369, App. 11/14/2007)

SEC. 12U.9.5. AWARD OF CONTRACT ABSENT A SWEATFREE-COMPLIANT BID OR PROPOSAL.

(a) It is the City's goal to achieve full compliance with this Chapter. But, in the absence of bids or proposals that are fully compliant with the provisions of this Chapter, the City should have authority to award Contracts to the bidder or proposer that is most compliant with this Chapter. If, in response to a solicitation for bids or a request for proposals, the City receives no bids or proposals that are fully compliant with the provisions of this Chapter, the Director is authorized to enter into a Contract with a noncompliant bidder or proposer, according to the following principles.

(b) Notwithstanding the determination of low bid or highest ranked proposal, the Director shall have authority to determine which bidder or proposer most substantially complies with this Chapter, and shall award the Contract to that bidder or proposer.

(c) No Contract awarded pursuant to subsection (b) may exceed two years in term unless the Director determines, no later than six months prior to the expiration of the original term of the Contract, that the Contractor has achieved an additional level or levels of compliance with the provisions of this Chapter that warrants exercise of an option to extend the Contract for up to an additional year.

(d) Any Contract awarded pursuant to subsection (b) shall be terminated by the Director during the original term of the Contract or

any extension of the original term if the Director determines that the Contractor (i) is not making a good faith effort to achieve an additional level or levels of compliance with the provisions of this Chapter or (ii) has not corrected within a reasonable time, as defined by the Director, a specific violation of this Chapter that the City discovers after award of the Contract. In addition, the Director shall include in any Contract awarded pursuant to subsection (b) a compliance plan that identifies deficiencies in the bid or proposal and specifies a condition or conditions and related timetables designed to achieve an additional level or levels of compliance with the provisions of this Chapter no later than six months prior to the expiration of the original term of the Contract; and failure of the Contractor to satisfy said compliance plan may serve as the basis for the Director to terminate the Contract.

(e) Standards for determining most substantial compliance under subsection (b) and additional level or levels of compliance under subsections (c) and (d) shall be adopted by the Director following consultation with the Office of Labor Standards Enforcement and the Sweatfree Procurement Advisory Group, and a public hearing. Such standards shall give due consideration to the City's need to receive information from bidders and Contractors to enable the City to monitor compliance with this Chapter; the degree to which a particular requirement of the Ordinance is not being complied with by a bidder or Contractor; the number of requirements of the Ordinance that are not being complied with by a bidder or Contractor; practical difficulties faced by bidders and/or Contractors generally in complying with a particular requirement of the Ordinance; the relative importance, if ascertainable, of the different labor standards set forth in Section 12U.3; and such other factors as may be relevant to achieving maximum compliance with this Chapter.

Such standards shall become operative on the effective date of this Section if they are adopted by the Director before then. Such standards shall become operative on the date they are adopted by the Director if that occurs after the effective date of this Section.

In addition, the Director has authority to adopt rules and procedures that implement this Section.

(f) The Director shall not award a Contract pursuant to subsection (b) where the cost of that contract would exceed the low bid or highest ranked proposal by more than 15 percent.

(g) The Director shall submit quarterly reports to the Board of Supervisors regarding the implementation of this Section and contracts issued to otherwise noncompliant bidders or proposers under this Section.

(h) Neither subsection (b) nor any other provision in this Section shall override the Director's authority to reject all bids or proposals or take other action within his or her legal authority.

■ (Added by Ord. 265-07, File No. 071369, App. 11/14/2007)

SEC. 12U.10. PREEMPTION.

Nothing in this Chapter shall be interpreted or applied so as to create any power or duty in conflict with any federal or state law.

■ (Added by Ord. 223-05, File No. 051257, App. 9/16/2005)

SEC. 12U.11. SEVERABILITY.

If any part or provision of this Chapter or the application of this Chapter to any person or circumstance, is held invalid, the remainder of this Chapter, including the application of such part or provisions to other persons or circumstances, shall not be affected by such holding and shall continue in full force and effect. To this end, the provisions of this Chapter are severable.

(Added by Ord. 223-05, File No. 051257, App. 9/16/2005)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - CITY ADMIN

Dept. Code: ADM

Type of Request: Initial Modification of an existing PSC (PSC # 45492 - 16/17)

Request:

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

Approval:

Type of Service: Monitoring, reporting and consultation services on sweatshops

Funding Source: General fund

PSC Original Approved Amount: \$225,000 PSC Original Approved Duration: 07/01/17 - 06/30/20 (3 years)

PSC Mod#1 Amount: \$75,000 PSC Mod#1 Duration: 07/01/17-08/30/21 (1 year 8 weeks)

PSC Mod#2 Amount: \$75,000 PSC Mod#2 Duration: 07/01/17-08/30/22 (1 year)

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

1. Description of Work

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

The City's Sweatfree Contracting Ordinance (Administrative Code Section 12U attached) authorizes the Office of Labor Standards Enforcement (OLSE) to monitor contractors' compliance with the Ordinance. The Ordinance provides that until such time as the City determines that it is able to adequately monitor compliance using City personnel, the City shall enter into a professional services contract with an independent non profit organization for assistance in monitoring compliance. The vendor will monitor compliance by contractors located outside of the Bay Area and abroad which provide goods to the City. Currently, the Ordinance applies only to apparel, garments (uniforms), related accessories and textiles.

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

The Sweatfree Contracting Ordinance specifies that OLSE shall contract an independent non profit organization with expertise in Sweatshop Labor for the implementation of the ordinance until such a time as the City has resources to do so. If this request is denied, the Ordinance will not be effectively enforced or fully implemented.

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

By contract

D. Will the contract(s) be renewed?

Unknown but likely.

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

Additional work is needed.

2. Reason(s) for the Request

A. Display all that apply

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

REASON FOR CHECKING OTHER:

The Administrative Code requires that these services be provided by an outside non profit entity until

such time as the City has the resources to do so. The City does not have employees expert in the skills and knowledge required to perform tasks required.

Explain the qualifying circumstances:

no response from department

B. Reason for the request for modification:

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

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: - At least three years experience in monitoring, reporting, conducting workplace inspections and investigations of Sweatshop Labor violations. - Staff with multilingual capabilities and experience operating in states and foreign countries where City contracted goods are manufactured. - Extensive knowledge of local, state and international laws pertaining to Sweatshop labor violations. - Extensive knowledge of the San Francisco Administrative Code, Chapter 12U, Sweatfree Contracting Ordinance and Chapter 12R, Minimum Wage Ordinance. Also, must have knowledge of the World Bank Gross National Income Per Capita Purchasing Parity Index.
- B. Which, if any, civil service class(es) normally perform(s) this work? 2978, Contract Compliance Officer 2; 2992, Contract Compliance Officer 1;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain:
No.

4. 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.
Current classes do not provide expertise in international laws and contract monitoring abroad and can't travel abroad to monitor contractor performance.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. All of the factory inspections as part of this contract will be performed outside of the United States.

6. Additional Information

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

No.

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

Contract was signed late. Is an amendment to the contract

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

Architect & Engineers, Local 21;

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

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 45492 - 16/17

DHR Analysis/Recommendation:

08/02/2021

Commission Approval Required

Approved by Civil Service Commission

08/02/2021 DHR Approved for 08/02/2021

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: Environmental Market Research Services

Funding Source: Impound Funds

PSC Duration: 5 years

PSC Amount: \$1,500,000

1. Description of Work

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

Conduct highly specialized market research on behalf of the department, with special experience managing projects in the areas of recycling, toxics reduction, renewable energy, energy efficiency, waste reduction, environmental justice, transportation and climate change. Conduct market segmentation studies, attitude and usage research, and qualitative and quantitative studies.

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

To design and administer effective programs, the department must understand the needs, practices and existing behaviors of residents and businesses served. The department must also evaluate programs and projects to assess their effectiveness and inform pertinent evolutions in program design. Market research serves as the basis of the department's understanding of the needs and priorities of its constituents and is the foundation upon which it continuously improves programs and services. Without this service, the effectiveness of department-designed and -managed programs, services and policies could be severely compromised.

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. The Department has historically maintained contracts with market research service providers for the scope of services cited above.

D. Will the contract(s) be renewed?

The department may exercise an option to extend the term to a total of no more than 5 years total.

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 original term of contracts will be 3 years, there is an option to extend an additional 2 years for a total of 5 years. As directed by the SF Environment, via Task Order, the consultant shall conduct

2. Reason(s) for the Request

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

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

B. Explain the qualifying circumstances:

Services rendered by contractor involves intermittent, ad hoc project management which requires 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 varying skills needed for different projects, and projects vary, depending on program goals and City regulations.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Market segmentation study development Attitude and usage research Development of qualitative and quantitative studies Demographic analysis Geographic analysis Psychographic analysis Behavioral and motivational analysis Socioeconomic analysis
- B. Which, if any, civil service class(es) normally perform(s) this work? 1823, Senior Administrative Analyst; 1824, Pr Administrative Analyst; 5640, Environmental Spec; 5642, Sr. Environmental Spec;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

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

Not Applicable

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

- A. Explain why civil service classes are not applicable.
Services rendered by contractor(s) involve intermittent, ad hoc project management and staffing and require 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 varying 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. Contractor(s) provide a wide range of specialized market research services fulfilled by multiple contributors rather than a single specialist. Further, in the case of specified services, the expertise of specialists 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.
No. No specialized training from contractor are a scope of services of the contract.

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

7. Union Notification: On 05/18/2022, 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 St 3rd Floor San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 33016 - 21/22

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 07/18/2022

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of david.kashani@sfgov.org
To: [Kashani, David \(ENV\); Laxamana, Junko \(BOS\); WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; amakayan@ifpte21.org; L21PSCReview@ifpte21.org; Kashani, David \(ENV\); DHR-PSCCoordinator, DHR \(HRD\)](mailto:Kashani, David (ENV); Laxamana, Junko (BOS); WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; amakayan@ifpte21.org; L21PSCReview@ifpte21.org; Kashani, David (ENV); DHR-PSCCoordinator, DHR (HRD)@ifpte21.org)
Subject: Receipt of Notice for new PCS over \$100K PSC # 33016 - 21/22
Date: Wednesday, May 18, 2022 2:03:15 PM

RECEIPT for Union Notification for PSC 33016 - 21/22 more than \$100k

The ENVIRONMENT -- ENV has submitted a request for a Personal Services Contract (PSC) 33016 - 21/22 for \$1,500,000 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/18333> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT

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

Additional Attachment(s)

City and County of San Francisco

Sourcing Event ID 0000007043

Formal Request for Proposals for: Market Research

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



Request for Proposals Issuance	May 17, 2022
Pre-Proposal Conference	May 25, 2022 @ 3pm Join on your computer or mobile app Click here to join the meeting
Deadline for Questions	May 27, 2022 by 5pm
Deadline to Submit Proposals	June 17, 2022 @ 5pm
Deadline for Reference Submissions	June 28, 2022 by 5pm
Notice of Intent to Award	July 22, 2022
Period for Protesting Notice of Intent to Award	Within three (3) business days of the City's issuance of a Notice of Intent to Award.
Contract Administrator:	David Kashani Contracts and Grants Coordinator San Francisco Department of the Environment 1155 Market Street, 3rd Floor San Francisco, CA 94103 David.Kashani@sfgov.org P: (415) 513-3750

Attachments

- Attachment 1: City's Proposed Agreement Terms
- Attachment 2: Proposer Questionnaire and References
- Attachment 3: CMD Form 3
- Attachment 4: LBE Participation and Good Faith Outreach Forms
- Attachment 5: Reserved (Written Proposal Template)
- Attachment 6: Price Proposal Template
- Attachment 7: First Source Hiring Form
- Attachment 8: HCAO and MCO Declaration Forms
- Attachment 9: Reserved (Sweatfree Ordinance Forms)
- Attachment 10: SF Environment Reference Questionnaire

Table of Contents

I. Introduction and Solicitation Schedule	1
A. Introduction	1
B. Anticipated Contract Term	1
C. Anticipated Contract Not to Exceed Amount	1
D. Indefinite Quantity, As-Needed Contract	2
E. Cooperative Agreement	2
F. Public Disclosure	2
G. Limitation on Communications During Solicitation	2
H. Solicitation Schedule	3
I. How to Register as a City Supplier	3
J. Proposal Questions and Submissions	4
K. Proposal Selection	4
L. Contract Terms and Negotiations	4
M. Protest Procedures	5
II. City's Social Policy Requirements	5
A. Proposers Unable to do Business with the City	6
B. Reserved (Payment of Prevailing Wages)	6
C. Health Care Accountability Ordinance	6
D. Minimum Compensation Ordinance	7
E. First Source Hiring Program	7
F. Reserved (Sweatfree Procurement)	7
G. Other Social Policy Provisions	7
III. Local Business Enterprise (LBE) Program Requirements	7
A. Application of LBE Bid Discounts and Rating Bonuses	7
B. LBE Subcontracting Requirements	8
IV. Services Requested	9
A. Services Requested	9
B. Reserved(Compliance Requirements Specific to the Goods/Services Solicited)	9
C. Reserved (Articles Furnished)	9
D. Reserved (Alternates)	9
E. Reserved (Samples)	9
F. Reserved (Freight on Board)	9
G. Green Purchasing Requirements	9
V. Proposal Evaluation Criteria	10
VI. Required Supporting Documentation	10
VII. Minimum Qualifications Documentation (Pass/Fail)	10
VIII. Price Proposal (20 Points)	11
A. Price Proposal Format and Allocation of Points	11
B. Price Proposal Evaluation Period	11
C. Price Discrepancies	11
D. Price Lists	11
E. Proposing on Separate Items or in Aggregate(s)	11
F. Application of Discounts for Evaluating Lowest Responsive Proposer	11
IX. Written Proposal	12
A. Submission Requirements	12
B. Evaluation and Selection Criteria (80 Points)	14
X. Reserved (Oral Interviews)	15

XI. Insurance and Bonds	15
A. Insurance	15
B. Reserved (Performance Bond).	15
C. Reserved (Fidelity Bond)	15
D. Failure to Provide Insurance and/or Bonds	15
XII. Terms and Conditions for Receipt of Proposals	15
A. Cybersecurity Risk Assessment	15
B. Solicitation Errors and Omissions	16
C. Objections to Solicitation Terms	16
D. Solicitation Addenda	16
E. Proposal Term	17
F. Revision to Proposal	17
G. Proposal Errors and Omissions	17
H. Financial Responsibility	17
I. Proposer’s Obligations under the Campaign Reform Ordinance	17
J. Reservations of Rights by the City	18
K. No Waiver	18
L. Other	18

I. INTRODUCTION AND SOLICITATION SCHEDULE

A. Introduction

1. General

This Request for Proposals (hereinafter “RFP” or “Solicitation”) is being issued by Department of the Environment (hereinafter, “SF Environment” or “City”). SF Environment, on behalf of all City Departments, is seeking qualified suppliers (“Proposers”) to provide proposals for professional services in market research.(Proposal).

The San Francisco Department of the Environment (SF Environment) advances climate protection and enhances quality of life for all San Franciscans. SF Environment is a department within the City and County of San Francisco, a local government committed to innovation, leadership and collaboration in creating environmental change. SF Environment is recognized worldwide for its environmental policies and programs, which center on achieving zero waste, reducing toxic chemical hazards, advancing environmental justice, promoting low-carbon transportation modes, expanding clean energy infrastructure, greening the city’s built environment and protecting its urban forest. SF Environment serves primary audiences consisting of San Francisco residents, businesses, and workers by providing comprehensive and easily accessible information on a wide range of environmental programs, services, and City policies.

SF Environment is seeking highly qualified proposers with experience in market research to provide services on an as-needed basis. The Department expects to award more than one contract. The contractors will work with SF Environment project managers in developing the specific tasks, and upon approval by the Communications & Community Engagement Program Manager, the contractors will be responsible for producing the final product.

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

2. Selection Overview

The City shall award a contract to the two (2) Proposers that meet the Minimum Qualifications of this Solicitation and obtain the highest-ranking scores. Responsive Proposals will be evaluated by a panel (“Evaluation Panel”) consisting of one or more parties with expertise related to goods and/or services being procured through this Solicitation. The Evaluation Panel may include staff from various City departments. Proposals will be evaluated based on the criteria outlined herein. If applicable, a Contract Monitoring Division (CMD) Contract Compliance Officer will assess Proposal compliance with Local Business Enterprise (LBE) requirements and assign a rating bonus to Proposal scores. The CMD-adjusted scores (if applicable) will then be tabulated, and Proposers will be ranked starting with the Proposer receiving the highest score, then continuing with the Proposer receiving the second highest score, and so on.

B. Anticipated Contract Term

Contracts awarded pursuant to this Solicitation shall be non-exclusive with an original term of up to **three (3) years**. The City at its sole, absolute discretion, shall have the option to extend the term to a total of up to **five (5) years**.

C. Anticipated Contract Not to Exceed Amount

Each contract awarded pursuant to this Solicitation shall have a not to exceed (“NTE”) amount of up to \$150,000 per year with a maximum of up to \$750,000 for the full term.

D. Indefinite Quantity, As-Needed Contract

A contract awarded pursuant to this Solicitation will result in a term, indefinite quantities, as-needed contract. There is no guarantee of a minimum amount of goods or services for any of the Proposers selected for contract negotiations or for the awarded Proposer(s). Unless otherwise specified herein, deliveries and services will be required in quantities and at times as ordered during the period of the contract. Estimated quantities, if any, stated in this Solicitation are approximations only. City, in its sole discretion, may purchase any greater or lesser quantity. City may also make purchases of items awarded pursuant to this Solicitation from other suppliers when City determines, in its sole discretion, that it is in the best interest of the City to do so.

E. Cooperative Agreement

Any other City department, public entity or non-profit made up of multiple public entities, may use the results of this Solicitation to obtain some or all of the commodities or services to be provided by Proposer under the same terms and conditions of any contract awarded pursuant to this Solicitation.

F. Public Disclosure

All documents under this solicitation process are subject to public disclosure per the California Public Records Act (California Government Code Section §6250 et. Seq) and the San Francisco Sunshine Ordinance (San Francisco Administrative Code Chapter 67). Contracts, Proposals, responses, and all other records of communications between the City and Proposers shall be open to inspection immediately after a contract has been awarded. Nothing in this Administrative Code provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit.

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

G. Limitation on Communications During Solicitation

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

H. Solicitation Schedule

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

Proposal Phase	Tentative Date
Request for Proposals Issued	May 17, 2022
Pre-Proposal Conference	May 25, 2022 @ 3pm Join on your computer or mobile app Click here to join the meeting
Deadline for Written Questions	May 27, 2022 by 5pm
Deadline to Submit Proposals	June 17, 2022 @ 5pm
Deadline for Reference Submissions	June 28, 2022 by 5pm
Notice of Intent to Award	July 22, 2022
Period for Protesting Notice of Intent to Award	Within three (3) business days of the City's issuance of a Notice of Intent to Award.
Final Award	July 28, 2022

Pre-Proposal Conference: The Pre-Proposal Conference shall be held virtually. Join on your computer or mobile app [Click here to join the meeting](#)
Or call in (audio only) 415-906-4659 Phone Conference ID: 448 388 641#

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

I. How to Register as a City Supplier

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

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

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

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

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

J. Proposal Questions and Submissions

1. Proposer Questions and Requests for Clarification

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

2. Proposal Format

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

3. Time and Place for Submission of Proposals

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

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

K. Proposal Selection

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

L. Contract Terms and Negotiations

The successful Proposer will be required to enter into an Agreement substantially in the form of the Agreement attached hereto as Attachment 1, City's Proposed Agreement Terms. **If Proposer is unable to accept City's Proposed Agreement Terms substantially in the form**

presented, Proposer shall include a revised copy of City's Proposed Agreement with its Proposal. The revised copy of the Proposed Agreement must clearly:

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

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

M. Protest Procedures

1. Protest of Non-Responsiveness Determination

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

2. Protest of Non-Responsible Determination

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

3. Protest of Contract Award

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

4. Delivery of Protests

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

II. CITY'S SOCIAL POLICY REQUIREMENTS

The San Francisco Municipal Code establishes a number of requirements for people seeking to do business with the City ("Social Policy Requirements"). These Social Policy

Requirements can be found in Attachment 1, City’s Proposed Agreement Terms. The Social Policy Requirements set forth below are NOT intended to be a complete list of all Social Policy Requirements applicable to this Solicitation and any contracts awarded from it. Proposers are encouraged to carefully review the Social Policy Requirements applicable to this Solicitation contained in Attachment 1, City’s Proposed Agreement Terms.

A. Proposers Unable to do Business with the City

1. Generally

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

2. Administrative Code Chapter 12X

Subject to certain exceptions, Proposers are advised that this Solicitation is subject to the requirements of Administrative Code Chapter 12X, which prohibits the City from entering into a contract with a Proposer that (a) has its headquarters in a state that has enacted a law that perpetuates discrimination against LGBT people and/or has enacted a law that prohibits abortion prior to the viability of the fetus, or (b) will perform any or all of the work on the contract in such a state. Chapter 12X requires the City Administrator to maintain a list of such states, defined as “Covered States” under Administrative Code Sections 12X.2 and 12X.12. The list of Covered States is available on the website of the City Administrator (<https://sfgsa.org/chapter-12x-state-ban-list>). Proposers will be required to certify compliance with Chapter 12X as part of their Proposal, unless the City determines that a statutory exception applies. *Refer to Attachment 1, City’s Proposed Agreement Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.*

3. Administrative Code Chapter 12B

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

B. Reserved (Payment of Prevailing Wages)

C. Health Care Accountability Ordinance

A Proposer selected pursuant to this Solicitation shall comply with the requirements of Chapter 12Q. For each Covered Employee, an awarded Proposer shall provide the appropriate health benefit set forth in Section 12Q.3 of the Health Care Accountability Ordinance (HCAO). If a Proposer selected pursuant to this Solicitation chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of the Chapter 12Q and the Health Commission’s minimum standards are available at <http://sfgov.org/olse/hcao>. Any Subcontract entered into by Proposer

shall also be required to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this section. *Refer to Attachment 1, City’s Proposed Agreement Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.*

D. Minimum Compensation Ordinance

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

E. First Source Hiring Program

A Proposer selected pursuant to this Solicitation shall comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code that apply to this Agreement and an awarded Proposer is subject to the enforcement and penalty provisions in Chapter 83. *Refer to Attachment 1, City’s Proposed Agreement Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.*

F. Reserved (Sweatfree Procurement)

G. Other Social Policy Provisions

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

III. LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM REQUIREMENTS

A. Application of LBE Bid Discounts and Rating Bonuses

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

1. General and Professional Services

Estimated Contract Value	Small/Micro LBEs Rating Bonus	SBA LBEs Rating Bonus
Greater than \$10,000 but less than or equal to \$400,000.	10%	0%
Greater than \$400,000 but less than or equal to \$10,000,000.	10%	5%-So long as it does not adversely affect a Small or Micro-LBE Proposer or a JV with LBE Subcontracting.

2. General and Professional Services by Joint Ventures

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

B. LBE Subcontracting Requirements

1. LBE Subcontracting Participation Requirements

There shall be no LBE Subcontracting Requirement for any Contract awarded pursuant to this Solicitation.

2. LBE Subcontracting and Good Faith Outreach Forms

LBE Subcontracting and Good Faith Outreach Forms (Attachment 4) are not required, but strongly encouraged. Proposers responding to this Solicitation may submit response packages that include the LBE Subcontracting Forms included in Attachment 4, *with the exception of CMD Form 2B entitled "Good Faith Outreach Form"*. The applicable forms are:

- (a) **CMD Form 2A:** LBE Subcontracting Form
- (b) **CMD Form 4:** Joint Venture Form (if applicable)
- (c) **CMD Form 5:** Employment Form

3. CMD Compliance Officer

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

Regina Chan
 Contract Monitoring Division
 City and County of San Francisco
 Tel: 415. 581-2324
 Email: regina.chan@sfgov.org
 Website: www.sfgov.org/cmd.

4. LBE Payment and Utilization Tracking

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

- (a) Within three (3) business days of City’s payment of any invoice to Contractor, pay LBE subcontractors as provided under Chapter 14B.7(H)(9); and
- (b) Within ten (10) business days of City’s payment of any invoice to Contractor, confirm its payment to subcontractors using the City’s Supplier Portal Payment Module, unless instructed otherwise by CMD.

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

IV. SERVICES REQUESTED

A. Services Requested

This Solicitation is being issued by SF Environment. SF Environment is seeking qualified Proposers to provide Proposals for professional services in market research. The services requested are to be used as a general guide and are not intended to be a complete list of all work necessary over the term of the contract. The following are work tasks assumed necessary to aid SF Environment in market research. Proposers may suggest a modified scope as part of their proposal.

Contractors and subcontractors are encouraged to apply to one or more of the sections listed below. Applicants should be able to provide all of the services listed in the section for which they are applying.

1. Market Research - As directed by SF Environment, via Task Order, the consultant shall conduct market research, market segmentation studies, attitude and usage research, continuous brand and campaign tracking, and qualitative and quantitative studies to identify stimuli, triggers, incentives and other elements to motivate community participation in SF Environment programs. SF Environment's typical budget for this type of work ranges from \$25,000 to \$125,000. Please demonstrate your ability to do the following:

- a. Script and conduct focus groups, surveys and phone interviews in English, Spanish, Chinese and other languages as needed;
- b. Gather or procure and analyze data from private and public sources;
- c. Conduct in-depth segmentation studies using both qualitative and quantitative means to identify key attributes about current, potential and non-program participants that can be used to create distinct target market groups for marketing. Segmentation studies may include but are not limited to analyzing attributes such as demographic, geographic, psychographic, socioeconomic, lifestyle, motivational, behavioral and program engagement;
- d. Present findings of segmentation studies and provide actionable recommendations on creative messaging and strategies to engage identified target market groups, including multilingual groups;
- e. Test strategies, concepts and creative messaging;
- f. Conduct pre-, post- and ongoing campaign effectiveness studies to evaluate the impact of online and offline marketing and outreach campaigns and gauge brand awareness; provide recommendations to improve campaign performance and future campaigns.

B. Reserved(Compliance Requirements Specific to the Goods/Services Solicited)

C. Reserved (Articles Furnished)

D. Reserved (Alternates)

E. Reserved (Samples)

F. Reserved (Freight on Board)

G. Green Purchasing Requirements

In preparation for any Proposal submitted in response to this Solicitation, Proposers are required to review the City [Mandatory Green Purchasing Requirements](#) to ensure all goods and services offered to City in response to this Solicitation comply with the City's Green Purchasing Requirements. In addition, Proposers are encouraged to refer to Attachment 1, City's Proposed Agreement Terms, for additional details related to the Green Purchasing Requirements applicable to any contract awarded pursuant to this Solicitation.



CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

MARK FARRELL
MAYOR

Sent Via Electronic Mail

June 6, 2018

NOTICE OF CIVIL SERVICE COMMISSION ACTION

SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACTS 42072-17/18; 42059-17/18; 48146-17/18; 47988-17/18; 44721-17/18; 46810-17/18; 45217-17/18; 49129-17/18; 39039-15/16; 41351-14/15; 4062-12/13; 35293-16/17; 41426-14/15; AND 4129-11/12.

At its meeting on **June 4, 2018** the Civil Service Commission had for its consideration the above matter.

The Commission took the following actions:

1. Approved PSC #35293-16/17 with the condition the department report back in three years by 2021. The report should include changes of consultants and prognosis for possible continuance.
1. 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

MICHAEL L. BROWN
Executive Officer

KATE FAVETTI
PRESIDENT

F. X. CROWLEY
VICE PRESIDENT

DOUGLAS S. CHAN
COMMISSIONER

SCOTT R. HELDFOND
COMMISSIONER

ELIZABETH SALVESON
COMMISSIONER

MICHAEL L. BROWN
EXECUTIVE OFFICER

Attachments

Cc: Cynthia Avakian, San Francisco International Airport
Alexander Burns, Department of Public Works
Victoria Chan, Department of Environment
Jacquie Hale, Department of Public Health
Henry Gong, Sheriff Department
Bill Irwin, Public Utilities Commission
Shamica Jackson, Public Utilities Commission
William Lee, Department of Emergency Management
Joan Lubamersky, General Services Agency
Taraneh Moayed, Public Utilities Commission
John Tsutakawa, Human Services Agency
Ben Rosenfield, Controller's Office
Jacquie Fong, Office of Contract Administration
Commission File
Chron

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: ENVIRONMENT Dept. Code: ENV

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

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

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 via a PSC, provide the most recently approved PSC # and upload a copy of the 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.

2. Union Notification: On 04/20/18, the Department notified the following employee organizations of this PSC/RFP request: all unions were notified

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4062-12/13

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/04/2018

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 yes, explain:

No.

4. Why Classified Civil Service Cannot Perform

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

See addendum.

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?
There is no training included in this PSC. | <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? Possibly, if current contractor is selected in next solicitation. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD ON 04/20/18 BY:

Name: Victoria Chan Phone: 415-355-3704 Email: Rachel.Buerkle@sfgov.org

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

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: Community Outreach

Funding Source: Impound Funds

PSC Duration: 5 years

PSC Amount: \$1,000,000

1. Description of Work

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

As-needed assistance to the department as directed by task order to provide specialized community outreach expertise in the areas of recycling, toxics reduction, renewable energy, energy efficiency, waste reduction, environmental justice, transportation and climate change. Conduct public engagement, specifically with underserved communities of San Francisco; design and deliver technical assistance to San Francisco businesses; facilitate technical and/or culturally competent discussions; design meetings, workshops, and designing participatory planning processes

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 fulfilling many of the City's policies, including Climate Action Plan targets such as reducing solid waste generation 15% by 2030; achieving 100% renewable electricity by 2025; and ensuring at least 25% of all vehicles registered in San Francisco are electric by 2030. 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.

This service has been provided in the past under PSC 4062 12/13, Mod 2 last approved 6/4/18. The Department has historically maintained contracts with services providers for the scope of services under this bulk PSC.

D. Will the contract(s) be renewed?

The original term will be for 3 years with an option to renew for 2 additional years for a total of 5 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 original term of contracts will be 3 years, there is an option to extend an additional 2 years for a total of 5 years. As directed by the SF Environment, via Task Order, the consultant shall conduct

2. Reason(s) for the Request

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

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

B. Explain the qualifying circumstances:

The work is intermittent, short-term, & project based. These projects are ad-hoc in nature and are supported by various specialties within each project as needed.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: • Conduct in-language (at minimum Chinese, Spanish, and Filipino; frequent need for Russian and Vietnamese is expected) outreach to promote and engage the public department programs • Design and deliver culturally specific (at minimum Chinese, Spanish, and Filipino) and inclusive community meetings, workshops, planning processes, presentations and trainings; • Provide multilingual (at minimum Chinese, Spanish, and Filipino) technical assistance to businesses, property managers and other stakeholders to support compliance with and participation in City ordinances and programs • Define, collect and report metrics from each outreach instance to provide the department with real-time evaluation, feedback and recommendations to maximize outreach efficiency and effectiveness. • Design and/or deliver outreach methods and formats that include, but may not be limited to, door-to-door, business-facing, phone, virtual/online, and hybrid (in-person and online)
- B. Which, if any, civil service class(es) normally perform(s) this work? 1312, Public Information Officer; 1823, Senior Administrative Analyst; 5640, Environmental Spec; 5642, Sr. Environmental Spec;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

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

Not Applicable

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

- A. Explain why civil service classes are not applicable.
Services rendered by contractor(s) involve intermittent, ad hoc project management and staffing and require 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. Contractor(s) provide a wide range of specialized services fulfilled by multiple contributors rather than a single specialist. Further, in the case of specified services, the expertise of specialists 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 contact? If so, please explain what that will entail; if not, explain why not.
No. Staff training is not a requested service.
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
No.

7. Union Notification: On 05/18/2022, 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 St 3rd Floor San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 46639 - 21/22

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 07/18/2022

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of david.kashani@sfgov.org
To: [Kashani, David \(ENV\); Laxamana, Junko \(BOS\); WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; amakayan@ifpte21.org; L21PSCReview@ifpte21.org; Kashani, David \(ENV\); DHR-PSCCoordinator, DHR \(HRD\)](mailto:Kashani, David (ENV); Laxamana, Junko (BOS); WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; amakayan@ifpte21.org; L21PSCReview@ifpte21.org; Kashani, David (ENV); DHR-PSCCoordinator, DHR (HRD)@ifpte21.org)
Subject: Receipt of Notice for new PCS over \$100K PSC # 46639 - 21/22
Date: Wednesday, May 18, 2022 12:22:37 PM

RECEIPT for Union Notification for PSC 46639 - 21/22 more than \$100k

The ENVIRONMENT -- ENV has submitted a request for a Personal Services Contract (PSC) 46639 - 21/22 for \$1,000,000 for Initial Request services for the period 09/01/2022 – 08/31/2027. 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/18519> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions

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

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

Additional Attachment(s)

City and County of San Francisco

Sourcing Event ID 0000007042

Formal Request for Proposals for: Community Outreach

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



Request for Proposals Issuance	May 17, 2022
Pre-Proposal Conference	May 24, 2022 @ 3pm Join on your computer or mobile app Click here to join the meeting
Deadline for Questions	May 27, 2022 by 5pm
Deadline to Submit Proposals	June 17, 2022 @ 5pm
Deadline for Reference Submissions	June 28, 2022 by 5pm
Notice of Intent to Award	July 22, 2022
Period for Protesting Notice of Intent to Award	Within three (3) business days of the City's issuance of a Notice of Intent to Award.
Contract Administrator:	David Kashani Contracts and Grants Coordinator San Francisco Department of the Environment 1155 Market Street, 3rd Floor San Francisco, CA 94103 David.Kashani@sfgov.org P: (415) 513-3750

Attachments

- Attachment 1: City's Proposed Agreement Terms
- Attachment 2: Proposer Questionnaire and References
- Attachment 3: CMD Form 3
- Attachment 4: LBE Participation and Good Faith Outreach Forms
- Attachment 5: Reserved (Written Proposal Template)
- Attachment 6: Price Proposal Template
- Attachment 7: First Source Hiring Form
- Attachment 8: HCAO and MCO Declaration Forms
- Attachment 9: Reserved (Sweatfree Ordinance Forms)
- Attachment 10: SF Environment Reference Questionnaire

Table of Contents

I. Introduction and Solicitation Schedule	1
A. Introduction	1
B. Anticipated Contract Term	1
C. Anticipated Contract Not to Exceed Amount	1
D. Indefinite Quantity, As-Needed Contract	2
E. Cooperative Agreement	2
F. Public Disclosure	2
G. Limitation on Communications During Solicitation	2
H. Solicitation Schedule	3
I. How to Register as a City Supplier	3
J. Proposal Questions and Submissions	4
K. Proposal Selection	4
L. Contract Terms and Negotiations	4
M. Protest Procedures	5
II. City's Social Policy Requirements	5
A. Proposers Unable to do Business with the City	6
B. Reserved (Payment of Prevailing Wages)	6
C. Health Care Accountability Ordinance	6
D. Minimum Compensation Ordinance	7
E. First Source Hiring Program	7
F. Reserved (Sweatfree Procurement)	7
G. Other Social Policy Provisions	7
III. Local Business Enterprise (LBE) Program Requirements	7
A. Application of LBE Bid Discounts and Rating Bonuses	7
B. LBE Subcontracting Requirements	8
IV. Services Requested	9
A. Services Requested	9
B. Reserved(Compliance Requirements Specific to the Goods/Services Solicited)	10
C. Reserved (Articles Furnished)	10
D. Reserved (Alternates)	10
E. Reserved (Samples)	10
F. Reserved (Freight on Board)	10
G. Green Purchasing Requirements	10
V. Proposal Evaluation Criteria	10
VI. Required Supporting Documentation	10
VII. Minimum Qualifications Documentation (Pass/Fail)	11
VIII. Price Proposal (20 Points)	11
A. Price Proposal Format and Allocation of Points	11
B. Price Proposal Evaluation Period	11
C. Price Discrepancies	11
D. Price Lists	11
E. Proposing on Separate Items or in Aggregate(s)	12
F. Application of Discounts for Evaluating Lowest Responsive Proposer	12
IX. Written Proposal	12
A. Submission Requirements	12
B. Evaluation and Selection Criteria (80 Points)	14
X. Reserved (Oral Interviews)	15

XI. Insurance and Bonds	15
A. Insurance	15
B. Reserved (Performance Bond).	15
C. Reserved (Fidelity Bond)	15
D. Failure to Provide Insurance and/or Bonds	15
XII. Terms and Conditions for Receipt of Proposals	16
A. Cybersecurity Risk Assessment	16
B. Solicitation Errors and Omissions	16
C. Objections to Solicitation Terms	16
D. Solicitation Addenda	17
E. Proposal Term	17
F. Revision to Proposal	17
G. Proposal Errors and Omissions	17
H. Financial Responsibility	17
I. Proposer’s Obligations under the Campaign Reform Ordinance	17
J. Reservations of Rights by the City	18
K. No Waiver	18
L. Other	19

I. INTRODUCTION AND SOLICITATION SCHEDULE

A. Introduction

1. General

This Request for Proposals (hereinafter “RFP” or “Solicitation”) is being issued by Department of the Environment (hereinafter, “SF Environment” or “City”). SF Environment, on behalf of all City Departments, is seeking qualified suppliers (“Proposers”) to provide proposals for professional services in culturally relevant, multilingual community outreach.(Proposal).

The San Francisco Department of the Environment (SF Environment) advances climate protection and enhances quality of life for all San Franciscans. SF Environment is a department within the City and County of San Francisco, a local government committed to innovation, leadership and collaboration in creating environmental change. SF Environment is recognized worldwide for its environmental policies and programs, which center on achieving zero waste, reducing toxic chemical hazards, advancing environmental justice, promoting low-carbon transportation modes, expanding clean energy infrastructure, greening the city’s built environment and protecting its urban forest. SF Environment serves primary audiences consisting of San Francisco residents, businesses, and workers by providing comprehensive and easily accessible information on a wide range of environmental programs, services, and City policies.

SF Environment is seeking highly qualified proposers with experience in culturally relevant, multilingual community outreach to provide contract services on an as-needed basis. The Department expects to award more than one contract. The contractors will work with SF Environment project managers in developing the specific tasks, and upon approval by the Communications & Community Engagement Program Manager, the contractors will be responsible for producing the final product.

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

2. Selection Overview

The City shall award a contract to the two (2) Proposers that meet the Minimum Qualifications of this Solicitation and obtain the highest-ranking scores. Responsive Proposals will be evaluated by a panel (“Evaluation Panel”) consisting of one or more parties with expertise related to goods and/or services being procured through this Solicitation. The Evaluation Panel may include staff from various City departments. Proposals will be evaluated based on the criteria outlined herein. If applicable, a Contract Monitoring Division (CMD) Contract Compliance Officer will assess Proposal compliance with Local Business Enterprise (LBE) requirements and assign a rating bonus to Proposal scores. The CMD-adjusted scores (if applicable) will then be tabulated, and Proposers will be ranked starting with the Proposer receiving the highest score, then continuing with the Proposer receiving the second highest score, and so on.

B. Anticipated Contract Term

Contracts awarded pursuant to this Solicitation shall be non-exclusive with an original term of up to **three (3) years**. The City at its sole, absolute discretion, shall have the option to extend the term to a total of up to **five (5) years**.

C. Anticipated Contract Not to Exceed Amount

Each contract awarded pursuant to this Solicitation shall have a not to exceed (“NTE”) amount of up to \$100,000 per year with a maximum of up to \$500,000 for the full term.

D. Indefinite Quantity, As-Needed Contract

A contract awarded pursuant to this Solicitation will result in a term, indefinite quantities, as-needed contract. There is no guarantee of a minimum amount of goods or services for any of the Proposers selected for contract negotiations or for the awarded Proposer(s). Unless otherwise specified herein, deliveries and services will be required in quantities and at times as ordered during the period of the contract. Estimated quantities, if any, stated in this Solicitation are approximations only. City, in its sole discretion, may purchase any greater or lesser quantity. City may also make purchases of items awarded pursuant to this Solicitation from other suppliers when City determines, in its sole discretion, that it is in the best interest of the City to do so.

E. Cooperative Agreement

Any other City department, public entity or non-profit made up of multiple public entities, may use the results of this Solicitation to obtain some or all of the commodities or services to be provided by Proposer under the same terms and conditions of any contract awarded pursuant to this Solicitation.

F. Public Disclosure

All documents under this solicitation process are subject to public disclosure per the California Public Records Act (California Government Code Section §6250 et. Seq) and the San Francisco Sunshine Ordinance (San Francisco Administrative Code Chapter 67). Contracts, Proposals, responses, and all other records of communications between the City and Proposers shall be open to inspection immediately after a contract has been awarded. Nothing in this Administrative Code provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit.

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

G. Limitation on Communications During Solicitation

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

H. Solicitation Schedule

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

Proposal Phase	Tentative Date
Request for Proposals Issued	May 17, 2022
Pre-Proposal Conference	May 24, 2022 @ 3pm
Deadline for Written Questions	May 27, 2022 by 5pm
Deadline to Submit Proposals	June 17, 2022 @ 5pm
Deadline for Reference Submissions	June 28, 2022 by 5pm
Notice of Intent to Award	July 22, 2022
Period for Protesting Notice of Intent to Award	Within three (3) business days of the City's issuance of a Notice of Intent to Award.
Final Award	July 28, 2022
<p>Pre-Proposal Conference: The Pre-Proposal Conference shall be held virtually. Join on your computer or mobile app Click here to join the meeting Or call in (audio only) 415-906-4659 Phone Conference ID: 689 235 356#</p> <p>The Pre-Proposal Conference Details: The Pre-Proposal Conference will begin at the time specified. Proposers’ representatives are urged to arrive on time. Topics already covered will not be repeated for the benefit of late arrivals. Failure to attend the Pre-Proposal Conference shall not excuse the awarded Proposer from any obligations of a contract awarded pursuant to this Solicitation. Any change or addition to the requirements contained in this Solicitation as a result of the Pre-Proposal Conference will be executed by a written Addendum to this Solicitation. It is the responsibility of the Proposer to check for any Addendum to this Solicitation or other pertinent information posted on the City’s Supplier Portal: https://sfcitypartner.sfgov.org/pages/index.aspx.</p>	

I. How to Register as a City Supplier

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

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

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

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

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

J. Proposal Questions and Submissions

1. Proposer Questions and Requests for Clarification

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

2. Proposal Format

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

3. Time and Place for Submission of Proposals

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

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

K. Proposal Selection

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

L. Contract Terms and Negotiations

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

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

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

M. Protest Procedures

1. Protest of Non-Responsiveness Determination

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

2. Protest of Non-Responsible Determination

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

3. Protest of Contract Award

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

4. Delivery of Protests

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

II. CITY'S SOCIAL POLICY REQUIREMENTS

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

encouraged to carefully review the Social Policy Requirements applicable to this Solicitation contained in Attachment 1, City's Proposed Agreement Terms.

A. Proposers Unable to do Business with the City

1. Generally

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

2. Administrative Code Chapter 12X

Subject to certain exceptions, Proposers are advised that this Solicitation is subject to the requirements of Administrative Code Chapter 12X, which prohibits the City from entering into a contract with a Proposer that (a) has its headquarters in a state that has enacted a law that perpetuates discrimination against LGBT people and/or has enacted a law that prohibits abortion prior to the viability of the fetus, or (b) will perform any or all of the work on the contract in such a state. Chapter 12X requires the City Administrator to maintain a list of such states, defined as "Covered States" under Administrative Code Sections 12X.2 and 12X.12. The list of Covered States is available on the website of the City Administrator (<https://sfgsa.org/chapter-12x-state-ban-list>). Proposers will be required to certify compliance with Chapter 12X as part of their Proposal, unless the City determines that a statutory exception applies. *Refer to Attachment 1, City's Proposed Agreement Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.*

3. Administrative Code Chapter 12B

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

B. Reserved (Payment of Prevailing Wages)

C. Health Care Accountability Ordinance

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

Proposed Agreement Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.

D. Minimum Compensation Ordinance

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

E. First Source Hiring Program

A Proposer selected pursuant to this Solicitation shall comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code that apply to this Agreement and an awarded Proposer is subject to the enforcement and penalty provisions in Chapter 83. Refer to Attachment 1, City’s Proposed Agreement Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.

F. Reserved (Sweatfree Procurement)

G. Other Social Policy Provisions

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

III. LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM REQUIREMENTS

A. Application of LBE Bid Discounts and Rating Bonuses

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

1. General and Professional Services

Estimated Contract Value	Small/Micro LBEs Rating Bonus	SBA LBEs Rating Bonus
Greater than \$10,000 but less than or equal to \$400,000.	10%	0%
Greater than \$400,000 but less than or equal to \$10,000,000.	10%	5%-So long as it does not adversely affect a Small or Micro-LBE Proposer or a JV with LBE Subcontracting.

2. General and Professional Services by Joint Ventures

Estimated Contract Value	Small/Micro LBE Subcontracting Level	Rating Bonus
--------------------------	--------------------------------------	--------------

Greater than \$10,000 but less than or equal to \$10,000,000.	Equals or exceeds 35%, but less than 40%	5%
	Equals or exceeds 40%, but less than 100%	7.5%
	100%	10%

B. LBE Subcontracting Requirements

1. LBE Subcontracting Participation Requirements

There shall be no LBE Subcontracting Requirement for any Contract awarded pursuant to this Solicitation.

2. LBE Subcontracting and Good Faith Outreach Forms

LBE Subcontracting and Good Faith Outreach Forms (Attachment 4) are not required, but strongly encouraged. Proposers responding to this Solicitation may submit response packages that include the LBE Subcontracting Forms included in Attachment 4, *with the exception of CMD Form 2B entitled "Good Faith Outreach Form"*. The applicable forms are:

- (a) **CMD Form 2A:** LBE Subcontracting Form
- (b) **CMD Form 4:** Joint Venture Form (if applicable)
- (c) **CMD Form 5:** Employment Form

3. CMD Compliance Officer

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

Regina Chan
 Contract Monitoring Division
 City and County of San Francisco
 Tel: 415. 581-2324
 Email: regina.chan@sfgov.org
 Website: www.sfgov.org/cmd.

4. LBE Payment and Utilization Tracking

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

- (a) Within three (3) business days of City’s payment of any invoice to Contractor, pay LBE subcontractors as provided under Chapter 14B.7(H)(9); and
- (b) Within ten (10) business days of City’s payment of any invoice to Contractor, confirm its payment to subcontractors using the City’s Supplier Portal Payment Module, unless instructed otherwise by CMD.

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

IV. SERVICES REQUESTED

A. Services Requested

This Solicitation is being issued by SF Environment. SF Environment is seeking qualified Proposers to provide Proposals for professional services in culturally relevant, multilingual community outreach. The services requested are to be used as a general guide and are not intended to be a complete list of all work necessary over the term of the contract. The following are work tasks assumed necessary to aid SF Environment in community outreach. Proposers may suggest a modified scope as part of their proposal.

Contractors and subcontractors are encouraged to apply to one or more of the sections listed below. Applicants should be able to provide all of the services listed in the section for which they are applying.

1. Community Outreach- As directed by the SF Environment, via Task Order, the consultant shall conduct culturally relevant, multilingual community outreach in languages commonly spoken in San Francisco to motivate community participation in SF Environment programs. SF Environment's typical budget for this type of work ranges from \$40,000 to \$100,000. Please demonstrate your ability to do the following:

- Conduct in-language (at minimum Chinese, Spanish, and Filipino; frequent need for Russian and Vietnamese is expected) outreach to promote and engage the public in SF Environment's programs;
- Design and deliver culturally specific (at minimum Chinese, Spanish, and Filipino) and inclusive community meetings, workshops, planning processes, presentations and trainings;
- Plan, coordinate and facilitate community events and represent and promote SF Environment's programs at public events;
- Provide multilingual (at minimum Chinese, Spanish, and Filipino) technical assistance to businesses, property managers and other stakeholders to support compliance with and participation in City ordinances and programs;
- Identify and engage with key community stakeholders and foster community partnerships to promote SF Environment initiatives;
- Design and/or deliver outreach methods and formats that include, but may not be limited to, door-to-door, business-facing, phone, virtual/online, and hybrid (i.e., in-person and online)
- Collect and report metrics from each outreach instance to provide SF Environment with real-time evaluation, feedback and recommendations to maximize outreach efficiency and effectiveness.



CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

MARK FARRELL
MAYOR

Sent Via Electronic Mail

June 6, 2018

NOTICE OF CIVIL SERVICE COMMISSION ACTION

SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACTS 42072-17/18; 42059-17/18; 48146-17/18; 47988-17/18; 44721-17/18; 46810-17/18; 45217-17/18; 49129-17/18; 39039-15/16; 41351-14/15; 4062-12/13; 35293-16/17; 41426-14/15; AND 4129-11/12.

At its meeting on **June 4, 2018** the Civil Service Commission had for its consideration the above matter.

The Commission took the following actions:

1. Approved PSC #35293-16/17 with the condition the department report back in three years by 2021. The report should include changes of consultants and prognosis for possible continuance.
1. 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

MICHAEL L. BROWN
Executive Officer

KATE FAVETTI
PRESIDENT

F. X. CROWLEY
VICE PRESIDENT

DOUGLAS S. CHAN
COMMISSIONER

SCOTT R. HELDFOND
COMMISSIONER

ELIZABETH SALVESON
COMMISSIONER

MICHAEL L. BROWN
EXECUTIVE OFFICER

Attachments

Cc: Cynthia Avakian, San Francisco International Airport
Alexander Burns, Department of Public Works
Victoria Chan, Department of Environment
Jacquie Hale, Department of Public Health
Henry Gong, Sheriff Department
Bill Irwin, Public Utilities Commission
Shamica Jackson, Public Utilities Commission
William Lee, Department of Emergency Management
Joan Lubamersky, General Services Agency
Taraneh Moayed, Public Utilities Commission
John Tsutakawa, Human Services Agency
Ben Rosenfield, Controller's Office
Jacquie Fong, Office of Contract Administration
Commission File
Chron

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: ENVIRONMENT Dept. Code: ENV

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

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

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 via a PSC, provide the most recently approved PSC # and upload a copy of the 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.

2. Union Notification: On 04/20/18, the Department notified the following employee organizations of this PSC/RFP request: all unions were notified

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4062-12/13

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/04/2018

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 yes, explain:

No.

4. Why Classified Civil Service Cannot Perform

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

See addendum.

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?
There is no training included in this PSC. | <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? Possibly, if current contractor is selected in next solicitation. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD ON 04/20/18 BY:

Name: Victoria Chan Phone: 415-355-3704 Email: Rachel.Buerkle@sfgov.org

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

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: HEALTH SERVICE SYSTEM -- HSS

Dept. Code: HSS

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

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

Type of Service: Drupal Software Development and Maintenance

Funding Source: Health Service System Trust Fund

PSC Amount: \$700,000

PSC Est. Start Date: 08/01/2022

PSC Est. End Date
06/30/2027

1. Description of Work

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

SFHSS is seeking a vendor to (i) develop new content and functionality for the SFHSS Website (<https://sfhss.org/>), (ii) develop a new solution to allow SFHSS to deliver sensitive Member-specific digital communications in a HIPAA-compliant manner, (iii) ensure the Website meets the City's Digital Accessibility and Inclusion Standard (<https://sf.gov/reports/november-2021/digital-accessibility-and-inclusion-standard>) by or before November 18, 2023, and (iv) provide ongoing support, maintenance and subject-matter expertise to SFHSS for Website improvements, and expand SFHSS' ability to communicate directly and effectively with Members. The vendor selected as a result of this RFP will also (v) ensure Drupal core and contributed module security, (vi) keep Drupal code up-to-date, (vii) develop improved and equitable access to the Website, (viii) improve Website usability, (ix) provide Users with a secure log-in to access User-specific documents, (x) provide SFHSS with a platform for secure communications with Users or subpopulations of Users, (xi) improve Website analytics and performance, (xii) work to upgrade the Website from Drupal 9 to Drupal 10, and (xiii) develop and improve upon SFHSS staff training and provide documentation for future staff training.

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

For security purposes, the SFHSS website, sfhss.org, will need to ensure that it is operating on the most up to date version of Drupal software, to retain the integrity of the website, and the requirements to provide access to insurance plan Evidence of Coverage documents, Certificates of Coverage, and Summaries of Benefits and Coverage, which are required by law. SFHSS is contractually obligated to make available all requirement plan materials, and not doing so could be deemed a breach of contract with the associated health plan/organization. Drupal 9 is slated to have its end of life as on 11/23/2022, which requires all current websites that are using this version to migrate to Drupal 10 prior to this date. Additionally, as per the City and County of San Francisco's Committee on Information Technology (COIT), all City operated website must become compliant with the Digital Accessibility and Inclusion Standard, as approved November 18, 2021. The deadline for compliance to the City requirement is 11/18/2023.

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.

Previously, Drupal software development and support had been provided through an Agreement with a City Approved supplier, and most recently Drupal Maintenance and Support was provided to the Department via a Tech Marketplace procurement (1 year term).

D. Will the contract(s) be renewed?

At this time, the Department doesn't anticipate the need for services beyond the 4+ years outlined in the PSC.

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

2. Reason(s) for the Request

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

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

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

B. Explain the qualifying circumstances:

The support and maintenance of the SFHSS website requires technical expertise which is currently not available within the Department (Certified D9 Developer with the ability to code front and back-end Drupal for maintenance). Additionally, the new development on the SFHSS website, is a limited scope and time period for the work to be performed, and the maintenance and support is only needed upon the departments request as issues may arise.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Experienced Certified D9 Developer with the ability to code front and back-end Drupal for maintenance and new development requests, including the upgrade to Drupal 10 beginning December 2022. Understanding of PHP language.

B. Which, if any, civil service class(es) normally perform(s) this work? 1042, IS Engineer-Journey; 1043, IS Engineer-Senior; 1052, IS Business Analyst; 1053, IS Business Analyst-Senior; 1054, IS Business Analyst-Principal; 1062, IS Programmer Analyst; 1063, IS Programmer Analyst-Senior; 1064, IS Prg 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?

The Department has reached out to Digital Services (ADM) which currently employs DRUPAL developers, however there are no resources which can be shared with the Department at this time.

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

A. Explain why civil service classes are not applicable.

There are already Civil Services Classes who can perform this work. The qualifications and experience to perform the tasks are not contained with the existing Departmental Staff, and this would be for a temporary time period, until the project ends.

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. There are already Civil Services Classes who can perform this work.

6. Additional Information

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
No. Vendor shall supply written documentation and training services for SFHSS web developers, content contributors and content editors on how to continuously update the new website with content, how to use new development tools including accessibility functions, Drupal best practices, and how to troubleshoot common errors. The Department anticipates 8 hours of training to the Communications Team 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 05/19/2022, the Department notified the following employee organizations of this PSC/RFP request:

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

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

Name: Iftikhar Hussain Phone: (628) 652-4614 Email: iftikhar.hussain@sfgov.org

Address: 1145 Market Street, 3rd Floor San Francisco, CA

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 46715 - 21/22

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 07/18/2022

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of iftikhar.hussain@sfgov.org
To: [Hussain, Iftikhar \(HSS\); Laxamana, Junko \(BOS\); amakayan@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; William Kudenov \(HSS\); DHR-PSCCoordinator, DHR \(HRD\)](mailto:Hussain, Iftikhar (HSS); Laxamana, Junko (BOS); amakayan@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; William Kudenov (HSS); DHR-PSCCoordinator, DHR (HRD)@ifpte21.org)
Subject: Receipt of Notice for new PCS over \$100K PSC # 46715 - 21/22
Date: Thursday, May 19, 2022 3:53:13 PM

RECEIPT for Union Notification for PSC 46715 - 21/22 more than \$100k

The HEALTH SERVICE SYSTEM -- HSS has submitted a request for a Personal Services Contract (PSC) 46715 - 21/22 for \$700,000 for Initial Request services for the period 08/01/2022 – 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/18528> 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: Asset Condition Assessment

Funding Source: State Grants

PSC Duration: 4 years 1 day

PSC Amount: \$460,989

1. Description of Work

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

Determine the existing conditions of San Francisco Municipal Transportation Agency subway stations by conducting on-site inspections and audits, examining maintenance documents and records, and consulting with San Francisco Municipal Transportation Agency staff and other tasks as required. Investigate and make maintenance recommendations on subway station components. Recommend and prioritize corrective, maintenance, and rehabilitation measures, estimate the costs of the items, and provide comparisons and evaluations among ranges of possible actions. Recommend and prioritize upgrades and enhancements, estimate the costs of the items, and provide comparisons and evaluations among ranges of possible actions.

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

The San Francisco Municipal Transportation Agency's 9 subway stations are over fifty years old. Little is known about their condition. This project proposes to take stock of these transit service critical assets and plan for improvements required to maintain station condition up to regulatory requirements. Consequences of denial include growth in the backlog of delayed maintenance and increased risk of failure of these transit service critical assets.

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 2016 Facilities Condition Assessment Phase I (PSC #:48406 14-15), conducted by contractors, assessed the condition of maintenance facilities and Muni Yards. The assessment resulted in condition data and actionable investment plans that empowered the Agency to upgrade and better manage these transit service critical facilities.

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):

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

B. Explain the qualifying circumstances:

The San Francisco Municipal Transportation Agency is required by the Federal Transit Administration to periodically to assess the condition of our transit service critical assets. Existing staff is programmed to capacity and is unable to conduct the work needed to meet this requirement.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Expertise in planning, project management, engineering, and architecture.

- B. Which, if any, civil service class(es) normally perform(s) this work? 1822, Administrative Analyst; 5207, Assoc Engineer; 5288, Transportation Planner II; 5504, Project Manager 2; 5506, Project Manager 3; 7334, Stationary Engineer; 7335, Senior Stationary Engineer;

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

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

The project is a one-time effort that requires significant staff resources over a short period of time in the near-term. The project must be delivered urgently over a short period of time due to several factors. First, Muni stations, including many of the assets and systems within, are over fifty years old, and a detailed understanding of the condition of these transit service critical assets is currently unknown. Additionally, this project has many interdependencies, and in some cases is the first step in the critical path, for several incremental and large-scale capital improvement projects for the subway, identified in San Francisco Municipal Transportation Agency's Capital Improvement Program as well as our 10-year investment plan for the subway, the Subway Renewal Strategy. Existing staff in the job classes listed above are already programmed to capacity and responsible for a full FTE of work.

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

- A. Explain why civil service classes are not applicable.
The project is a one-time effort that requires significant staff resources over a short period of time in the near-term. The project must be delivered urgently over a short period of time due to several factors. First, Muni stations, including many of the assets and systems within, are over fifty years old, and a detailed understanding of the condition of these transit service critical assets is currently unknown. Additionally, this project has many interdependencies, and in some cases is the first step in the critical path, for several incremental and large-scale capital improvement projects for the subway, identified in San Francisco Municipal Transportation Agency's Capital Improvement Program as well as our 10-year investment plan for the subway, the Subway Renewal Strategy. Existing staff in the job classes listed above are already programmed to capacity and responsible for a full FTE of work.

- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. It would not be practical to adopt a new civil service class given the timeline necessary to keep our transit service critical infrastructure in a state of good repair.

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. The data and recommendations resulting from the condition assessment will be transferred to appropriate Municipal Transportation Agency staff. Staff already possess the skills and knowledge necessary to understand and utilize the condition assessment deliverables.
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
No.

7. Union Notification: On 04/12/2022, 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; 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: 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# 44872 - 21/22

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 07/18/2022

Receipt of Union Notification(s)



METROPOLITAN
TRANSPORTATION
COMMISSION

Bay Area Metro Center
375 Beale Street, Suite 800
San Francisco, CA 94105
415.778.6700
www.mtc.ca.gov

March 10, 2020

Scott Haggerty, Chair
Alameda County

Alfredo Pedraza, Vice Chair
Napa County and Cities

Jeanne Bruins
Cities of Santa Clara County

Damon Connolly
Marin County and Cities

Dave Cortese
Santa Clara County

Carol Dutra-Vernaci
Cities of Alameda County

Dorene M. Giacomini
U.S. Department of Transportation

Federal D. Glover
Contra Costa County

Anne W. Halsted
San Francisco Bay Conservation
and Development Commission

Nick Jasefowitz
San Francisco Mayor's Appointee

Sam Liccardo
San Jose Mayor's Appointee

John Mackenzie
Sonoma County and Cities

Gina Papan
Cities of San Mateo County

David Rabbitt
Association of Bay Area Governments

Hillary Rosen
City and County of San Francisco

Libby Schaaf
Oakland Mayor's Appointee

Warren Slocum
San Mateo County

James P. Spering
Solano County and Cities

James Strucner
U.S. Department of Housing
and Urban Development

Tony Tavares
California State
Transportation Agency

Amy R. Warb
Cities of Contra Costa County

Theresa W. McMillan
Executive Director

Alix Bockelman
Deputy Executive Director, Policy

Andrew B. Fremier
Deputy Executive Director, Operations

Brad Paul
Deputy Executive Director,
Local Government Services

Matthew McDonald, SFMTA Controller
SFMTA (MUNI)
One South Van Ness Avenue
8th Floor
San Francisco, CA 94103

Re: Allocation of STA-SGR Funds in FY 2019-20

Dear Mr. McDonald:

On February 26, 2020, the Metropolitan Transportation Commission (MTC) approved two allocations of State Transportation Assistance—State of Good Repair (STA-SGR) funds to SFMTA for FY 2019-20 in the total amount of \$9,815,781. The purpose for which these funds are allocated is described in Attachment A to MTC Resolution No. 4409.

FY 19/20 Project	Allocation Number	Allocation Amount
Facilities SGR Project FY 19/20	20440907	\$4,918,619
Fixed Guideway SGR Project FY 19/20	20440908	\$4,897,162
	Total	\$9,815,781

Enclosed are allocation instructions pertaining to these allocations which describe the project, terms, conditions and payment schedules for the allocation. MTC's approval of your claim and payment by the Alameda County Auditor/Controller are subject to such monies being on hand and available for disbursement.

Your agency is responsible to meet all requirements for this funding as stipulated by the California Department of Transportation. The STA-SGR Program Guidelines contain the requirements for this funding and can be found on their State of Good Repair Program webpage here: <http://www.dot.ca.gov/drrmt/spstasgr.html>. In accordance with the current guidelines, any funds left unexpended at the end of the fiscal year should be applied to a project on the subsequent year's project list.

Please note that as part of the Transportation Development Act, Chapter 4, Article 6.5 of the Public Utilities Code (PUC), STA-SGR funds are subject to the same fiscal audit requirements as TDA funds. Please refer to 21 Cal. Code of Regs. Sections 6664, 6666, and 6667 for a discussion of the compliance requirement and the tasks required for fulfillment of the compliance aspect of this audit. The guidelines also include annual expenditure reporting requirements.

If you have any questions, please contact Cheryl Chi at (415) 778-5339, or by email at cchi@bayareametro.gov.

Very truly yours,

Suzanne Bode
Accounting Manager

SB/fc
Encls.

cc: Cheryl Chi, MTC
Alameda County Auditor-Controller
Joel Goldberg, SFMTA

To: Auditor
County: ALAMEDA
Date: 02/26/20

ALLOCATION INSTRUCTION # 20440907

Metropolitan Transportation Commission
ALLOCATION INSTRUCTION

Fund STA - SGR

Fiscal Year Ending 2019-20

Recipient:

SFMTA (MUNI)
MATTHEW MCDONALD, SFMTA CONTROLLER
ONE SOUTH VAN NESS AVENUE, 8TH FLOOR
SAN FRANCISCO, CA 94103

Total Allocation: \$ 4,918,619.00

PUC: 99312.1(C); REVENUE-BASED
SHARE;
PROJECT DESCRIPTION: MUNI FACILITIES SGR
PROJECT FY 19-20

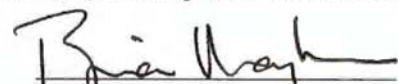
SGR-REV BASED-SFMTA

4,918,619.00

DISBURSEMENT AUTHORIZATION: \$-0-

Terms and Conditions: Funds are reserved in the STAF for a period of FOUR years. Funds are dispersed based on available account balances. Recipient is required to comply with program guidelines set forth by the California Department of Transportation.

Funds received and expended pursuant to this allocation instruction must be included in SFMTA (MUNI) annual certified fiscal audit required by PUC Sec 99245.


Authorizing Signature

To: Auditor
County: ALAMEDA
Date: 02/26/20

ALLOCATION INSTRUCTION # 20440908

Metropolitan Transportation Commission
ALLOCATION INSTRUCTION

Fund STA - SGR

Fiscal Year Ending 2019-20

Recipient:

SFMTA (MUNI)
MATTHEW MCDONALD, SFMTA CONTROLLER
ONE SOUTH VAN NESS AVENUE, 8TH FLOOR
SAN FRANCISCO, CA 94103

Total Allocation: \$ 4,897,162.00

PUC: 99312.1(C); REVENUE-BASED
SHARE;
PROJECT DESCRIPTION: MUNI FIXED GUIDEWAY SGR
PROJECT FY 19-20

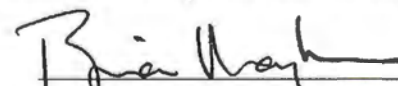
SGR-REV BASED-SFMTA

4,897,162.00

DISBURSEMENT AUTHORIZATION: \$-0-

Terms and Conditions: Funds are reserved in the STAF for a period of FOUR years. Funds are dispersed based on available account balances. Recipient is required to comply with program guidelines set forth by the California Department of Transportation.

Funds received and expended pursuant to this allocation instruction must be included in SFMTA (MUNI) annual certified fiscal audit required by PUC Sec 99245.


Authorizing Signature

Nuque, Amy

From: dhr-psccordinator@sfgov.org on behalf of amy.nuque@sfmta.com
Sent: Tuesday, April 12, 2022 10:22 AM
To: Nuque, Amy; sarah.wilson@seiu1021.org; thomas.vitale@seiu1021.org; Ricardo.lopez@sfgov.org; Basconcillo, Katherine (PUC); Sandeep.lal@seiu1021.me; pcamarillo_seiu@sbcglobal.net; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; davidmkersten@gmail.com; xiumin.li@seiu1021.org; Sin.Yee.Poon@sfgov.org; david.canham@seiu1021.org; jtanner940@aol.com; 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; Nuque, Amy; dhr-psccordinator@sfgov.org
Subject: Receipt of Notice for new PCS over \$100K PSC # 44872 - 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 44872 - 21/22 more than \$100k

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a request for a Personal Services Contract (PSC) 44872 - 21/22 for \$460,989 for Initial Request services for the period 07/19/2022 – 07/19/2026. 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/18255> 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: Stan Eichenberger <seichenberger@local39.org>
Sent: Wednesday, June 22, 2022 3:13 PM
To: Nuque, Amy
Subject: RE: Receipt of Notice for new PCS over \$100K PSC # 44872 - 21/22

EXT

Hi Amy,

Please accept this email as notification that Local 39 has chosen to waive the review period for PSC # 44872 - 21/22. Please proceed accordingly.

Thank you,

Stan Eichenberger
Business Representative
IUOE - Stationary Engineers, Local 39
337 Valencia Street
San Francisco, CA 94103
Office: (415)861-1135
Fax: (415) 861-5264

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

From: Nuque, Amy <Amy.Nuque@sfmta.com>
Sent: Wednesday, June 22, 2022 2:44 PM
To: Stan Eichenberger <seichenberger@local39.org>
Subject: FW: Receipt of Notice for new PCS over \$100K PSC # 44872 - 21/22
Importance: High

Good afternoon, Stan:

Please waive 30-day union review for PSC 44872 21/22 so that it can be included in the 7/18/22 CSC meeting.

I attached a copy of PSC 44872 21/22 submitted in Drupal.

Civil service classes that normally performs this work are:

7334 Stationary Engineer
7335 Senior Stationary Engineer

We will greatly appreciate if you can respond to this email by Friday, June 24, 2022.

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.

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

From: dhr-psccoordinator@sfgov.org <dhr-psccoordinator@sfgov.org> On Behalf Of amy.nuque@sfmta.com

Sent: Tuesday, April 12, 2022 10:22 AM

To: Nuque, Amy <Amy.Nuque@sfmta.com>; sarah.wilson@seiu1021.org; thomas.vitale@seiu1021.org; Ricardo.lopez@sfgov.org; Basconcillo, Katherine (PUC) <kbasconcillo@sfwater.org>; Sandeep.lal@seiu1021.me; pcamarillo_seiu@sbcglobal.net; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; davidmkersten@gmail.com; xiumin.li@seiu1021.org; Sin.Yee.Poon@sfgov.org; david.canham@seiu1021.org; jtanner940@aol.com; Laxamana, Junko (BOS) <junko.laxamana@sfgov.org>; 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; Nuque, Amy <Amy.Nuque@sfmta.com>; dhr-psccoordinator@sfgov.org
Subject: Receipt of Notice for new PCS over \$100K PSC # 44872 - 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 44872 - 21/22 more than \$100k

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a request for a Personal Services Contract (PSC) 44872 - 21/22 for \$460,989 for Initial Request services for the period 07/19/2022 – 07/19/2026. 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/18255> 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: 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: Facility Condition Assessment and Space Planning

Funding Source: Operating Budget

PSC Amount: \$1,750,000

PSC Est. Start Date: 08/18/2015

PSC Est. End Date
12/31/2017

1. Description of Work

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

The consultant will develop a facilities condition assessment and space plan for San Francisco Municipal Transportation Agency's (SFMTA) real estate assets. The Facility Condition Assessment work products will include an independent, prioritized review of deficiencies, estimates of repair options, and data that can be integrated easily into the Agency's Assessment Management System. The SFMTA must re-evaluate its existing uses of space to maximize existing office and storage space for existing staff and planned staff growth due to the recent passage of the Proposition A Transportation and Road Improvement Bond, increases in Muni Transit Service, and the growth of the Muni Transit Fleet. In-house staffing resources at the SFMTA and Department of Public Works (DPW) will work together to review the consultant work products and participate in the oversight of the consultant team.

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

The SFMTA is in need of this service now to determine what improvements should be planned for its facilities within the next 12-months. The SFMTA is running out of existing office spaces at its 1 South Van Ness location, and would prefer to utilize and maximize existing owned spaces, rather than pursue additional real estate purchases or enter into additional leases. Denial could result in continued degradation of the SFMTA facility assets and unneeded expenditures for office and other storage spaces due to unplanned and inefficient use of current facilities.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.
This service has not been provided in the past.

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

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:

The SFMTA is in need of this service now to determine what improvements should be planned for its facilities within the next 12-months. The SFMTA is running out of existing office spaces at its 1 South Van Ness location, and would prefer to utilize and maximize existing owned spaces, rather than pursue additional real estate purchases or enter into additional leases. Denial could result in continued degradation of the SFMTA facility assets and unneeded expenditures for office and other storage spaces due to unplanned and inefficient use of current facilities. This project requires experience in the specializations related to facilities assessment and space planning and will utilize a variety of experts on a short-term basis, as the need arises to compile the assessment data, recommendations, and report.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Must possess five (5) years of documentable experience as follows: Determining existing conditions of facilities by conducting on-site inspections and audits; investigating and recommending facility components; recommending and prioritizing corrective and replacement measures, and providing comparisons and evaluations among ranges of possible actions; assessing space to determine the most favorable balance between shared work areas, private work stations, and private offices; providing a comprehensive list of deficiencies with solutions; (see attached).
- B. Which, if any, civil service class(es) normally perform(s) this work? 4140, Real Property Manager; 5212, Engineer/Architect Principal; 5218, Structural Engineer; 5268, Architect; 9151, Real Estate Devt. Mgr, SFMTA;
- 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?

Classes 9151 Real Estate Development Manager, SFMTA, and 4140 Real Property Managers may be able to perform some of the functions, but neither class has the facility space planning skills and expertise experience required to perform these services. Classes 5218 Structural Engineer, 5212 Engineer/Architect Principal, and 5268 Architect can perform some of this work. The SFMTA and DPW will jointly provide oversight on this project.

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

- A. Explain why civil service classes are not applicable.
The specific requirements for the specialized area of facility condition assessment and space planning (including facility component cost estimating) expertise is not possessed by civil service classifications. As stated in item 1.A., in-house staffing resources at the SFMTA and DPW will work together to review the consultant work products and participate in the oversight of the consulting team during this short-term, urgent 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. Civil service classes already exist. This project requires experience in the specializations related to facilities assessment and space planning and will utilize a variety of experts on a short-term basis, as the need arises to compile the assessment data, recommendations, and report.

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

7. Union Notification: On 06/19/2015, the Department notified the following employee organizations of this PSC/RFP request:

Architect & Engineers, Local 21; Professional & Tech Engrs, Local 21

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

Name: Cynthia Hamada Phone: 415.701.5381 Email: cynthia.hamada@sfmta.com

Address: 1 S. Van Ness Avenue, 6th Floor San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 48406 - 14/15

DHR Analysis/Recommendation:

action date: 08/17/2015

Commission Approval Required

Approved by Civil Service Commission

08/17/2015 DHR Approved for 08/17/2015

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: Workers Compensation Claims Management

Funding Source: Operating Funds

PSC Duration: 9 years 1 day

PSC Amount: \$35,000,000

1. Description of Work

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

The San Francisco Municipal Transportation Agency (SFMTA) is self-insured for Workers' Compensation (Workers' Comp) and existing claims are currently adjusted by a third party administrator (TPA). The contractor will provide claims adjusting and consulting services for existing and new claims for Workers' Comp benefits filed by SFMTA employees. Services include claims review and compensability determination; payment of statutory benefits, medical providers, and ancillary claims services; vendor management for bill review; investigative services; coordination of claims defense with the City Attorney; management of benefit delivery system; and data collection and management.

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

SFMTA is required by State law to provide Workers' Camp benefits to its employees. As a certified self-insured employer, SFMTA is required to provide claims administration services. Rather than purchase insurance, self-insured employers usually choose to self-insure their workers' compensation liabilities for the reasons of cost-effectiveness, greater control over their claims programs and increased safety and loss control management. The success of a Workers' Comp self-insurance program is often dependent upon the effectiveness of loss control activities and claims supervision. If this service is denied, SFMTA would have neither the expertise nor staffing to address workers' compensation claims brought on by its employees.

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

These services have been provided under PSC No. 4088-03/04 and are currently provided under PSC# 4088-11/12.

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.

Given the broad range of work required in the Workers' Compensation administration, these services are best contacted out in a period greater than 5 years. Preceding contact was also over 5 years.

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 contract is for a third-party administrator for SFMTA's workers' compensation program. This is a determination of the potential for conflicts of interest if handled by staff.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: A Claims Examiner is responsible for determining the validity of a workers' comp claim. The Workers' Comp adjuster may establish a case; reserve, approve and process indemnity and medical benefits; may hire investigators, attorneys, or other professionals; and may negotiate settlements of claims. The Claims Adjuster is required to possess specialized knowledge, have five (5) years in the last eight (8) years of on-the-job experience adjusting California workers' compensation claims, and possess certification with "Experienced Claims Adjuster Designation."

B. Which, if any, civil service class(es) normally perform(s) this work? 1209, Benefits Technician; 8141, Worker's Compensation Adjuster; 8165, Worker's Comp Supervisor 1;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. The contractor must have proprietary claims adjusting procedures and claims management software that will be accessible to SFMTA. The contractor will also maintain office and storage space sufficient to house claims management staff and nearly 2,000 open Workers' Comp claims files.

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

None. The number of claims that will be managed exceeds the feasibility that SFMTA or any other city department can provide. DHR is also utilizing this service to manage claims throughout CCSF.

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

A. Explain why civil service classes are not applicable.

A contracted TPA had been successfully demonstrated as the most effective way to meet statutory requirements governing the provision of workers' compensation benefits to SFMTA employees.

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. Classifications already exist. SFMTA retains a Workers' Compensation Manager and support staff assigned to manage the disability and return to work programs. However, SFMTA does not employ a workers' comp claims adjusting staff which could be viewed as a conflict of interest.

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 scope of this work does not require SFMTA employees to be trained.
- 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: 03-190
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
No.

7. Union Notification: On 04/12/2022, the Department notified the following employee organizations of this PSC/RFP request:
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: 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# 48002 - 21/22

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 07/18/2022

Receipt of Union Notification(s)

Nuque, Amy

From: dhr-psccordinator@sfgov.org on behalf of amy.nuque@sfmta.com
Sent: Tuesday, April 12, 2022 11:49 AM
To: Nuque, Amy; Laxamana, Junko (BOS); sarah.wilson@seiu1021.org; thomas.vitale@seiu1021.org; Ricardo.lopez@sfgov.org; Basconcillo, Katherine (PUC); Sandeep.lal@seiu1021.me; pcamarillo_seiu@sbcglobal.net; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; davidmkersten@gmail.com; xiumin.li@seiu1021.org; Sin.Yee.Poon@sfgov.org; david.canham@seiu1021.org; jtanner940@aol.com; Nuque, Amy; dhr-psccordinator@sfgov.org
Subject: Receipt of Notice for new PCS over \$100K PSC # 48002 - 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 48002 - 21/22 more than \$100k

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a request for a Personal Services Contract (PSC) 48002 - 21/22 for \$35,000,000 for Initial Request services for the period 10/01/2022 – 09/30/2031. 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/18318> 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: MUNICIPAL TRANSPORTATION AGENCY Dept. Code: MTA

Type of Request: [] Initial [x] Modification of an existing PSC (PSC # 4088 - 11/12)

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

Type of Service: Workers' Compensation Claims Administration Services

Funding Source: SFMTA general or project funds

PSC Original Approved Amount: \$34,000,000

PSC Original Approved Duration: 01/01/12 - 08/30/17 (5 years 34 w

PSC Mod#1 Amount: \$5,967,320

PSC Mod#1 Duration: 09/01/17-10/31/22 (5 years 9 weeks)

PSC Mod#2 Amount:

PSC Mod#2 Duration:

PSC Cumulative Amount Proposed: \$39,967,320

PSC Cumulative Duration Proposed: 10 years 43 weeks

1. Description of Work

A. Scope of Work:

The San Francisco Municipal Transportation Agency (SFMTA) is self-insured for Workers' Compensation (Workers' Comp) and existing claims are currently adjusted by a third party administrator (TPA). The contractor will provide claims adjusting and consulting services for existing and new claims for Workers' Comp benefits filed by SFMTA employees. Services include: claims review and compensability determination; payment of statutory benefits, medical providers and ancillary claims services; vendor management for bill review; investigative services; coordination of claims defense with the City Attorney; management of benefit delivery system; and data collection and management.

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

SFMTA is required by State law to provide Workers' Comp benefits to its employees. As a certified self-insured employer, SFMTA is required to provide claims administration services. Rather than purchase insurance, self-insured employers usually choose to self-insure their workers' compensation liabilities for the reasons of cost effectiveness, greater control over their claims programs, and increased safety and loss control management.

The success of a Workers' Comp self-insurance program is often dependent upon the effectiveness of loss control activities and claims supervision. If this service is denied, SFMTA would have neither the expertise nor staffing to address workers' compensation claims brought on by its employees.

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

Yes, these services have been provided under PSC No. 4088-11/12 and 4088-03/04.

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

2. Union Notification: On 10/26/17, the Department notified the following employee organizations of this PSC/RFP request: SEIU 1021 Miscellaneous;

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4088 - 11/12

DHR Analysis/Recommendation:

01/22/2018

Commission Approval Required

Approved by Civil Service Commission

DHR Approved for 01/22/2018

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

A Claims Examiner is responsible for determining the validity of a workers' comp claim. The Workers' Comp adjuster may establish a case; reserve, approve and process indemnity and medical benefits; may hire investigators, attorneys or other professionals; and may negotiate settlements of claims. The Claims Adjuster is required to possess specialized knowledge, have five (5) years in the last eight (8) years of on-the-job experience adjusting California workers' compensation claims, and possess certification with "Experienced Claims Adjuster Designation."

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

8141,8165,1209,

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

Yes. The contractor must have proprietary claims adjusting procedures and claims management software that will be accessible to SFMTA. The contractor will also maintain office and storage space sufficient to house claims management staff and nearly 2,000 open Workers' Comp claims files.

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

A contracted TPA had been successfully demonstrated as the most effective way to meet statutory requirements governing the provision of workers' compensation benefits to SFMTA employees.

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

No. Classifications already exist. SFMTA retains a Workers' Compensation Manager and support staff assigned to manage the disability and return to work programs. However SFMTA does not employ a workers' comp claims adjusting staff that could be viewed as a conflict of interest.

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?
None. | <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? No. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E. Has a board or commission determined that contracting is the most effective way to provide this service? SFMTA Board resol 3-190 adopted 12/2/03 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? Additional monies and time to match as-needed expenditures. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD ON 10/26/17 BY:

Name: Rod Goree Phone: 415-646-2553 Email: rod.goree@sfmta.com

Address: 1 S. Van Ness Avenue 6th Floor San Francisco, CA 94103

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PORT--PRT

Dept. Code: PRT

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

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

Type of Service: Professional Services - Native Shore Restoration

Funding Source: State and Federal Grants

PSC Amount: \$500,000

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:

This contract will be used for the services needed related to the habitat around the Heron's Head Park. The needed services include seed collection, cultivation of plants in a greenhouse, planning, and habitat stewardship in phases over a four-year period.

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

The work is part of a habitat restoration project that requires custom-growing plants of specified species and number, including one endangered plant species, from seed or propagules. The subject plants are not commercially available at the required scale. The work will be funded by grants from State and Federal programs for which the proposed sole-source contractor's nursery and workforce location in an economically disadvantaged community was an important basis for decision to award grant funds. If a contractor without the specified expertise and/or not located in the specified community were proposed to provide the service, the grant award would be reconsidered and at significant risk of being rescinded. Failure to approve this PSC will result in an inability of the Port to complete the grant and the plants will not be restored, resulting in erosion and degradation of the Heron's Head Park and ecosystem.

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 growing and planting services were previously provided in an approved PSC 47672 - 19/20.

D. Will the contract(s) be renewed?

This is not anticipated.

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).

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

B. Explain the qualifying circumstances:

Diverse Skills: The services are required to implement a discrete Capital Project and require expertise in cultivating and planting native salt marsh species. The work is not expected to continue beyond grant period. Intermittent: Seed collection, planting, and monitoring must be conducted at specified seasons; there is considerable “down time” between tasks. Services City Lack: The City does not have a native plant nursery and/or skilled habitat restoration workforce, let alone either or both of those assets located in an economically disadvantaged community.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: The required plants must be grown from locally adapted seed/propagule source and produced in a nursery that meets strict standards for preventing introduction of infectious fungus into the nursery or planted environment.

B. Which, if any, civil service class(es) normally perform(s) this work? 3417, Gardener;

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 resources that meet the project purpose. City employees in the Gardner class maintain parks, including plants that are mostly non-native, ornamental, and not intended to serve primarily as native coastal plant community for ecological function. The City does not own or operate a native plant nursery designed to serve habitat restoration purpose, nor do existing City staff have the unique expertise required to provide the subject services

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

A. Explain why civil service classes are not applicable.

City employees in the Gardner class maintain parks, including plants that are mostly non-native, ornamental, and not intended to serve primarily as native coastal plant community for ecological function. The City does not own or operate a native plant nursery designed to serve habitat restoration purpose, nor do existing City staff have the unique expertise required to provide the subject 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 City does not do enough habitat restoration itself to need or sustain permanent employees with the required expertise or nursery facilities meeting applicable technical standards.

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

7. Union Notification: On 04/21/2022, the Department notified the following employee organizations of this PSC/RFP request:
Carpet, Linoleum & Soft Tile; Laborers, Local 261

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

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

Address: Pier 1 San Francisco, CA

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 43567 - 21/22

DHR Analysis/Recommendation:
Commission Approval Required
DHR Approved for 07/18/2022

Civil Service Commission Action:

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of stephanie.tang@sfport.com
To: [Tang, Stephanie \(PRT\)](#); laborers261@gmail.com; anthony@dc16.us; tony@dc16.us; [Tang, Stephanie \(PRT\)](#); [DHR-PSCCoordinator, DHR \(HRD\)](#)
Subject: Receipt of Notice for new PCS over \$100K PSC # 43567 - 21/22
Date: Thursday, April 21, 2022 4:15:24 PM

RECEIPT for Union Notification for PSC 43567 - 21/22 more than \$100k

The Dept Title -- Dept has submitted a request for a Personal Services Contract (PSC) 43567 - 21/22 for \$500,000 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/18388> 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: PORT

Dept. Code: PRT

Type of Request: Initial Modification of an existing PSC (PSC # 47672 - 19/20)

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

Type of Service: Youth Employment Program

Funding Source: Port Harbor Fund

PSC Original Approved Amount: \$1,300,000 PSC Original Approved Duration: 03/01/20 - 02/29/24 (4 years)

PSC Mod#1 Amount: \$60,000 PSC Mod#1 Duration: 03/01/20-08/01/25 (1 year 21 weeks)

PSC Cumulative Amount Proposed: \$1,360,000 PSC Cumulative Duration Proposed: 5 years 21 weeks

1. Description of Work

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

Organize, implement, and administer a program to primarily provide economically-disadvantaged and/or at-risk San Francisco youth ages 16 through 24 with paid work experience to help maintain the Port's property including weed abatement, hand watering and manual fertilization of Port plants, graffiti removal, and litter removal.

The grantee will hire, provide work-readiness training, and supervision for up to ten youth employees, during the summer and school breaks. During the school year, the grantee will also provide work-readiness training and supervision for up to ten youth employees but for fewer hours per week than during the summer and school breaks. The grantee will need to provide two first-line supervisors. In order to adequately perform program overview, the grantee will also need to employ at least one (1) Program Coordinator.

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

Beginning in FY 2004-05, the Mayor and Board of Supervisors added funds to the Port's budget to fund a youth employment program. The Port does not have the expertise to develop and manage a youth employment program. Since FY 2004-05, the Port has contracted through a grant agreement with service providers to provide a youth employment program for the Port that is the same scope of work as that is currently proposed. Denial of this PSC will mean that the Port may not be able to provide the youth employment program as mandated by the Mayor and the Board of Supervisors.

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

Yes. PSC Approval 4046 12/13

D. Will the contract(s) be renewed?

At this time, the Port does not anticipate that the contract will be renewed. If there is need for service after the end of this PSC, the Port will issue a new Request for Proposals for the services.

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

The start of these contracts were delayed due to the COVID-19 pandemic and the inability to complete all of the contracts within the approved time period.

2. Reason(s) for the Request

A. Display all that apply

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

Explain the qualifying circumstances:

- The services required under this PSC are on an as-needed, intermittent basis and periodic basis. There is no guarantee of availability, regularity, or extent of the services over a long period.

B. Reason for the request for modification:

This PSC is being modified for both duration and amount. The duration is being extended as the solicitation advertising was delayed due to COVID-19 and uncertainty of non-profits to bid during the shelter-in-place. This delayed the entire schedule for the start of the contracts. The dollar value is increasing due to an error in the initial request to include the correct dollar amount.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Environmental Maintenance Services; Training, including Work-Readiness Training; Project Management and Administration, including Public Outreach; Basic Supervision; Record-Keeping and Reporting.

B. Which, if any, civil service class(es) normally perform(s) this work? 3417, Gardener; 7501, Environmental Service Worker; 7514, General Laborer; 9910, Public Service Trainee;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: The contractor will provide transportation, tools, and equipment for the program participants to use while in the program

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 is to primarily provide economically disadvantaged and/or at-risk San Francisco youth ages 16 through 24 with paid work experience; Civil Service classifications in and of themselves do not accomplish this primary goal.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. This work is to primarily provide economically disadvantaged and/or at-risk San Francisco youth ages 16 through 24 with paid work experience; Civil Service classifications in and of themselves do not accomplish this primary goal.

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.
It is not anticipated that Port employees will perform the work so there is no need to train them

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

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

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

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

7. Union Notification: On 04/15/21, the Department notified the following employee organizations of this PSC/RFP request:
SEIU Local 1021; SEIU 1021 Miscellaneous; Laborers, Local 261;

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

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

Address: Pier 1, The Embarcadero, San Francisco, CA 94111

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 47672 - 19/20

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 06/23/2021

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PORT--PRT

Dept. Code: PRT

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

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

Type of Service: Youth Employment Program

Funding Source: Port Harbor Fund

PSC Amount: \$1,300,000

PSC Est. Start Date: 03/01/2020

PSC Est. End Date
02/29/2024

1. Description of Work

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

Organize, implement, and administer a program to primarily provide economically-disadvantaged and/or at-risk San Francisco youth ages 16 through 24 with paid work experience to help maintain the Port's property including weed abatement, hand watering and manual fertilization of Port plants, graffiti removal, and litter removal.

The grantee will hire, provide work-readiness training, and supervision for up to ten youth employees, during the summer and school breaks. During the school year, the grantee will also provide work-readiness training and supervision for up to ten youth employees but for fewer hours per week than during the summer and school breaks. The grantee will need to provide two first-line supervisors. In order to adequately perform program overview, the grantee will also need to employ at least one (1) Program Coordinator.

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

Beginning in FY 2004-05, the Mayor and Board of Supervisors added funds to the Port's budget to fund a youth employment program. The Port does not have the expertise to develop and manage a youth employment program. Since FY 2004-05, the Port has contracted through a grant agreement with service providers to provide a youth employment program for the Port that is the same scope of work as that is currently proposed. Denial of this PSC will mean that the Port may not be able to provide the youth employment program as mandated by the Mayor and the Board of Supervisors.

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

The Port has provided this service in the past through grant agreements with relevant service providers through PSC #s 4002 08/09 and 4046 12/13. Previous PSCs are attached.

D. Will the contract(s) be renewed?

At this time, the Port does not anticipate that the contract will be renewed. If there is need for service after the end of this PSC, the Port will issue a new Request for Proposals for the services.

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

2. Reason(s) for the Request

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

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

- B. Explain the qualifying circumstances:

- The services required under this PSC are on an as-needed, intermittent basis and periodic basis. There is no guarantee of availability, regularity, or extent of the services over a long period.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Environmental Maintenance Services; Training, including Work-Readiness Training; Project Management and Administration, including Public Outreach; Basic Supervision; Record-Keeping and Reporting.

- B. Which, if any, civil service class(es) normally perform(s) this work? 3417, Gardener; 7501, Environmental Service Worker; 7514, General Laborer; 9910, Public Service Trainee;

- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: The contractor will provide transportation, tools, and equipment for the program participants to use while in the program

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

None. The program is designed to help provide work-readiness and on-the job training for economically-disadvantaged and at-risk youth in San Francisco.

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

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

This work is to primarily provide economically disadvantaged and/or at-risk San Francisco youth ages 16 through 24 with paid work experience; Civil Service classifications in and of themselves do not accomplish this primary goal.

- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. This work is to primarily provide economically disadvantaged and/or at-risk San Francisco youth ages 16 through 24 with paid work experience; Civil Service classifications in and of themselves do not accomplish this primary goal.

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. It is not anticipated that Port employees will perform the work so there is no need to train them
- 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 12/13/2019, the Department notified the following employee organizations of this PSC/RFP request:
Laborers, Local 261; 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: Albie Udom Phone: 4152740485 Email: Albie.udom@sfport.com

Address: Pier 1, The Embarcadero San Francisco, CA 94111

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 47672 - 19/20

DHR Analysis/Recommendation:

action date: 03/16/2020

Commission Approval Required

Approved by Civil Service Commission

03/16/2020 DHR Approved for 03/16/2020

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: Software for Patient Choice Referral List

Funding Source: General Fund

PSC Amount: \$1,000,000

PSC Est. Start Date: 06/01/2022

PSC Est. End Date
05/31/2031

1. Description of Work

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

The San Francisco Department of Public Health (DPH) ZSFG is currently seeking a software application that will generate a "Choice List" for patients of services that accept their insurance and meet their specific needs. The Choice List will refer the patient to the selected SNFs or Home Health Providers with other documentation in Epic required for the referral (Face Sheet, Med orders, Discharge Summary, etc.). The Choice List for the patient and/or the patient's family will be provided electronically or as a hard copy that will include up-to-date quality data.

This software should be fully integrated into Epic and allow the identification of Skilled Nursing Facilities (SNFs) and Home Health Agencies in California that accept a patient's payor (and meet other patient identified parameters) and have bed availability. This will assist in 1) meeting State Medi-Cal requirements and 2) meeting guidelines of the Federal Impact Act by setting up an interface with Epic that allows for clinical documents and patient demographic information to be accessed and attached to referrals that can be electronically sent to qualified providers.

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

These services are necessary to support patient wellbeing by ensuring patients are able to choose the health care provision best suited to their needs. Consequence of denial would be withering of patient wellbeing. These services are also necessary in meeting State Medi-Cal requirements and meeting guidelines of the Federal Impact Act. Consequence of denial would be the risk of noncompliance with State and Federal regulations.

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.

There has not been a prior PSC for these services.

D. Will the contract(s) be renewed?

Yes, if need is ongoing.

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 is more than five years because the services will be required on an ongoing basis, and the proposed solution is primarily a software solution which will be integrated into the Electronic Health Record in use by the Department of Public Health.

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

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

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

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

B. Explain the qualifying circumstances:

Short-term or capital projects requiring diverse skills, expertise and/or knowledge: The Department does not, in the normal course of business, develop highly specialized healthcare applications which need to be integrated with the Electronic Health Records. Services the City lacks: The selected contractor will provide a high availability, Health Insurance Portability and Accountability Act (HIPAA) compliant environment to fully host the application.

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

A. Specify required skills and/or expertise: Requirements to provide this service will be a software solutions that can generate a required "Choice List" for the patient and/or the patient's family that could be provided electronically or as a hard copy that should also include up-to-date quality data. The system should also be able to refer the patient to the selected SNFs or Home Health Providers with other documentation in Epic required for the referral (Face Sheet, Med orders, Discharge Summary, etc.). Software must have out-of-the-box Epic integration capabilities. Software would ideally have prior experience in successfully integrated their platform with Epic.

B. Which, if any, civil service class(es) normally perform(s) this work? 1023, IS Administrator 3; 1024, IS Administrator-Supervisor; 1042, IS Engineer-Journey; 1043, IS Engineer-Senior; 1044, IS Engineer-Principal; 1062, IS Programmer Analyst; 1063, IS Programmer Analyst-Senior; 1064, IS Prg Analyst-Principal; 1070, IS Project Director; 1091, IT Operations Support Admin I; 1092, IT Operations Support Admin II; 1093, IT Operations Support Admn III; 1094, IT Operations Support Admin IV; 1095, IT Operations Support Admin V; 5504, Project Manager 2; 5506, Project Manager 3; 5508, Project Manager 4; 9976, 9976; 1091, IT Operations Support Administrator I; 1092, IT Operations Support Administrator II; 1093, IT Operations Support Administrator III ; 1094, IT Operations Support Administrator IV ; 1094, IT Operations Support Administrator IV ; 1095, IT Operations Support Administrator V;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, contractor will provide proprietary software specifically designed for this purpose, including the expertise necessary to employ the software effectively and to advise the Department on the best ways to transition from current systems to the new software. The selected provider must also be a named vendor in the Epic Application Orchard. Epic is the Electronic Health Record system in use by the Department and the application orchard is a market place of approved software add-on's.

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

There will be no formal training of DPH staff, however, there will be set-up assistance and support from the Contractor that is appropriate to the software.

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

A. Explain why civil service classes are not applicable.

This is advanced software and technology that Department does not have capability or bandwidth to build and support. Civil service classes will have the opportunity to work with the selected vendor and may obtain knowledge transfer from the vendor to civil service staff, so that civil service staff can learn how to operate the software within the integrated environment.

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 be impractical to utilize Department staff to develop cloud software with the capability to of running audit-ready reports.

6. Additional Information

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

No.

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

No. There will be no formal training of DPH staff, however, there will be set-up assistance and support from the Contractor that is appropriate to the 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 05/03/2022, 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: Kelly Hiramoto Phone: 415-255-3492 Email: kelly.hiramoto@sfdph.org

Address: 1380 Howard Street San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 40920 - 21/22

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 07/18/2022

Receipt of Union Notification(s)

Receipt of Notice for new PCS over \$100K PSC # 40920 - 21/22

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

on behalf of

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

Tue 5/3/2022 2:32 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>; Rossi, Ron (DPH) <ron.rossi@sfdph.org>; DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>

RECEIPT for Union Notification for PSC 40920 - 21/22 more than \$100k

The PUBLIC HEALTH -- DPH has submitted a request for a Personal Services Contract (PSC) 40920 - 21/22 for \$1,000,000 for Initial Request services for the period 06/01/2022 – 05/31/2031. 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/18397> 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 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: Temperature Monitoring System

Funding Source: General Fund

PSC Duration: 5 years 43 weeks

PSC Amount: \$8,000,000

1. Description of Work

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

This PSC is for a system to monitor and track the temperature of equipment, including scientific, diagnostic, kitchen, medical and other equipment. In addition, contractors may support building thermostat, environmental climate, or other temperature monitoring, control, and related systems. System(s) may also include hosted or on-premises IT solutions specific to temperature and climate control systems. The proposed services are above and beyond routine maintenance and repairs performed by City workers.

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

This is necessary to maintain quality of environmental conditions at Department of Public Health facilities and equipment. The consequences of denial would be a negative impact on the quality of care provided by the Department.

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

In the past, this has been obtained through a Purchase Order process administered by the Office of Contract Administration.

D. Will the contract(s) be renewed?

Yes, if there remains a 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.

These services are expected to be needed on an ongoing basis. The equipment and systems that are needed to effectively run a modern health network need to be maintained and supported, and the City does not have the resources to maintain this equipment and systems above and beyond routine maintenance and repairs performed by City employees.

2. Reason(s) for the Request

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

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

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

B. Explain the qualifying circumstances:

The Contractor(s) are typically the Original Equipment Manufacturer, authorized Value Added Reseller or channel partner with special skills and training to perform support, maintenance, and as-needed customization on the installed items in order to maintain warranties, performance standards, calibrations of equipment and software. Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator): The Contractor(s) will provide all required equipment to operate a given system, and any specialized tools needed to service, tune or maintain the system. In addition some systems will require information technology applications that may be hosted in the cloud or on premises.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Contractor(s) are typically Original Equipment Manufacturers (OEMs), or are authorized Value Added Resellers or channel partners with specialized training and skills to perform support, maintenance, and as-needed customization on installed items in order to maintain warranties, performance standards, and proper calibrations of equipment and software.

B. Which, if any, civil service class(es) normally perform(s) this work? 1053, IS Business Analyst-Senior; 1070, IS Project Director; 1091, IT Operations Support Admin I; 1092, IT Operations Support Admin II; 1093, IT Operations Support Admin III; 1094, IT Operations Support Admin IV; 1095, IT Operations Support Admin V; 2846, Nutritionist; 7203, Bldg & Grounds Maint Sprv; 7334, Stationary Engineer; 1091, IT Operations Support Administrator I; 1092, IT Operations Support Administrator II; 1093, IT Operations Support Administrator 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(s) will provide all required equipment to operate a given system, and any specialized tools needed to service, tune or maintain the system. In addition, some systems will require information technology applications that may be hosted in the cloud or on-premises.

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

The majority of the work are to systems related to specific products and software applications. When applicable, and there are City resources which can work on these systems City staff will be used.

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

A. Explain why civil service classes are not applicable.

Due to the proprietary nature and specialized components of the systems, civil service classes are not applicable. Civil services classes will be working with contractors and will have the opportunity to gain specialized knowledge and skills in the area of modern temperature and climate control systems.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, since the services are related to proprietary systems and equipment with specialized components, they must be maintained by Original Equipment Manufacturers or their authorized representatives in order to maintain warranties, performance standards, and proper calibrations of equipment and 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. Department staff will receive training on how to handle certain aspects of systems, such as basic day-to-day maintenance. Staff will primarily be facility personnel and IT professionals.
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
No.

7. Union Notification: On 05/17/2022, 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; 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: 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# 48509 - 20/21

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 07/18/2022

Receipt of Union Notification(s)

Receipt of Notice for new PCS over \$100K PSC # 48509 - 20/21

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

on behalf of

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

Tue 5/17/2022 1:20 PM

To: Hiramoto, Kelly (DPH) <kelly.hiramoto@sfdph.org>; seichenberger@local39.org <seichenberger@local39.org>; MRainsford@local39.org <MRainsford@local39.org>; grojo@local39.org <grojo@local39.org>; Laxamana, Junko (BOS) <junko.laxamana@sfgov.org>; amakayan@ifpte21.org <amakayan@ifpte21.org>; 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>; Rossi, Ron (DPH) <ron.rossi@sfdph.org>; DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>

RECEIPT for Union Notification for PSC 48509 - 20/21 more than \$100k

The PUBLIC HEALTH -- DPH has submitted a request for a Personal Services Contract (PSC) 48509 - 20/21 for \$8,000,000 for Initial Request services for the period 03/01/2022 – 12/31/2027. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/16159> 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 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: Landscape Analysis and Capacity Building for Breast/Chest Feeding

Funding Source: General Fund (Sugary Drink Tax Initiative)

PSC Amount: \$490,000

PSC Est. Start Date: 09/01/2022

PSC Est. End Date
06/30/2027

1. Description of Work

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

The contractor will complete a landscape analysis of the current state of Breast Feeding/ Chest Feeding in the City and County of San Francisco and help initiate the San Francisco Breast Feeding Capacity and Coalition project. This is a one-time project to assess the needs of maternal health – Breastfeeding/Chest feeding in the City and County of San Francisco. The landscape analysis will be focused and centered around identifying current conditions and strengths, identify service gaps among communities with the greatest breastfeeding/ chest feeding disparities. The strategic plan and coalition building activities will be focused to address unique challenges of lactating families to reframe and dismantle systems that perpetuate privilege, to ensure Policy, Systems, and Environment (PSE) activities address disparities. These requested services from professional research and data analysis experts will assist in the continued goal to identify and improve areas where there are inequities in health outcomes for newborns, infants and their families.

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

The Maternal Child and Adolescent Health (MCAH) branch provides services to pregnant individuals and families with children. In addition, MCAH supports health professionals to improve the quality of care to support the health and well-being of pregnant individuals and their families. The core task of MCAH is to identify and improve areas where there are inequities in health outcomes. Breastfeeding/chestfeeding is associated with health benefits for both the lactating parent and infant. Mothers who do not breastfeed are at higher risk of breast cancer, diabetes mellitus, hyperlipidemia, hypertension, myocardial infarction, obesity, and ovarian cancer. In infants breastfeeding/chestfeeding reduces risk of pediatric infections, such as ear infections and pneumonia, immune disorders, and death in the first year of life. It also promotes infant brain development and is consistently associated with a modest reduction in the risk of later overweight and obesity in childhood and adulthood. San Francisco has significant breastfeeding/chestfeeding disparities. Exclusive breastfeeding/chestfeeding rates at 1 month among Asian/ Pacific Islander people was only 33.3% and among Black people was 39.1% compared to 60% among their White counterparts. Denial of these services would severely impact the education and support for new mothers and babies. This will result in continued health inequities that can result in poor longer term health outcomes.

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

This is a new service.

D. Will the contract(s) be renewed?

All contracts are dependent on the availability of funds. Continued services may be required to successfully complete the requested tasks.

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 and Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator): This is a one-time only, time-limited project. This project requires specific subject matter expertise to successfully complete the analysis needed. The requested services will require highly expert knowledge specific to Maternal Child Health.

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

A. Specify required skills and/or expertise: Experts in the field of Maternal Health, Epidemiology, Data analysis and assessment of report on outcomes.

B. Which, if any, civil service class(es) normally perform(s) this work? 1824, Pr Administrative Analyst; 2803, Epidemiologist 2;

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

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

Currently no resources are available in the City to focus on this work due to the specific subject matter expertise required to successfully complete the analysis needed

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

A. Explain why civil service classes are not applicable.

Currently no resources are available in the City to focus on this work due to the specific subject matter expertise required to successfully complete the analysis needed. The requested services will require highly expert knowledge specific to Maternal Child Health. The projects that this PSC will support are one-time, time-limited and specific to a specialized need.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. The City currently has Civil Service classifications that are used to do this type of work.

6. Additional Information

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

7. Union Notification: On 05/20/2022, 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: Kelly Hiramoto Phone: 415-255-3492 Email: kelly.hiramoto@sfdph.org

Address: 1380 Howard St, Room 419B San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 49818 - 21/22

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 07/18/2022

Receipt of Union Notification(s)

Receipt of Notice for new PCS over \$100K PSC # 49818 - 21/22

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

on behalf of

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

Fri 5/20/2022 3:18 PM

To: Hiramoto, Kelly (DPH) <kelly.hiramoto@sfdph.org>;Laxamana, Junko (BOS) <junko.laxamana@sfgov.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>;Hiramoto, Kelly (DPH) <kelly.hiramoto@sfdph.org>;DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>

RECEIPT for Union Notification for PSC 49818 - 21/22 more than \$100k

The PUBLIC HEALTH -- DPH has submitted a request for a Personal Services Contract (PSC) 49818 - 21/22 for \$490,000 for Initial Request services for the period 09/01/2022 – 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/18530> 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: Dive team inspections and cleanings of raw water and treated water facilities

Funding Source: Water Enterprise Operating Funds

PSC Duration: 4 years 52 weeks

PSC Amount: \$1,800,000

1. Description of Work

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

Fish screen cleaning and DSOD valve exercizing at raw water supplies including: San Antonio Reservoir, Calaveras Reservoir, Crystal Springs Reservoir, and San Andreas Reservoir.

Perform required treated water tanks and reservoir inspections and cleanings as required. Tanks and reservoirs to be inspected and cleaned are: Castlewood Reservoir, Tesla Treatment Facility domestic water tanks, Sunol Town Tanks, SVWTP Chlorine Contact Tank, SVWTP Treated Water Reservoir, The Balancing Reservoir, HTWTP Chlorine Contact Chamber, and HTWTP Treated Water Reservoir.

**Inspection and cleaning including the removal of sediments and debris as well as necessary underwater repairs from pump sumps, tunnels and terminus's from and leading to SF Bay at and from:

AWSS Pump Station # 1, 698 2nd. St, SF, CA.

AWSS Pump Station # 2, 3455 Van Ness Ave. SF, CA.

** Limited Underwater Emergency inspections and underwater repairs for CDD potable water assets

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

These services are required for the reliability of facilities and water supply to Surface Water Treatment Plants in the SFPUC. In addition, potable water tanks and reservoirs are required to be inspected and cleaned in accordance with the operations plan associated with the facility. The operations plan is a requirement for compliance with the California Code of Regulations Title 22. Facilities must be operated and maintained in accordance with Title 22. ** These services are necessary to keep pump sumps, tunnels and terminus's free of sediments and debris that, left un-cleaned or un-cleared can build up as a result of tidal action and can impact the ability to pull and discharge sea water from SF Bay to charge the AWSS High Pressure Fire Fighting Water System during large or multiple alarm fires that can occur as result of a large seismic event

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.
Contracting services. One such example was PO 0000360797, fish screen cleaning ** CDD's In-house Dive Team used to do the work but that Dive team no longer exists and is the reason CDD is asking to be included in this 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.
N/A

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

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

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

B. Explain the qualifying circumstances:

Diving services are specialized work, not normally performed by city employees. Work is to be performed as needed or on schedule with various facilities' operations plans. An example of as needed diving services would be a fish screen matted over with algae, requiring cleaning. California Code of Regulations, Title 22 requires inspections and cleanings in accordance with facility operations plans.

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

A. Specify required skills and/or expertise: -Expertise in structural integrity of tanks, reservoirs, and fish screens -Possession of ANSI/ACDE 01-1993 minimum commercial diver training or equivalent -Confined space rescue certification -Compliance with OSHA CFR 1910.146, OSHA CFR 1910.20, OSHA CFR 1910.269, AWWA M3

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

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Contractor to provide all tools and equipment needed to perform work.

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 in-house dive team. Other departments utilize dive services from contractors.

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

A. Explain why civil service classes are not applicable.

Diving work requires certifications that are not held by in-house staff. SCUBA certification with occupational endorsement.

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. There is not a need for full time dive staff. This work is performed on occasion as needed or in accordance with operations plans schedules. At most, an annual inspection is required. Cleaning is typically performed every 5 years.

6. Additional Information

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
No. This work is performed as needed or in accordance with operations plans schedules. At most, an annual inspection is required. Cleaning is typically performed every 5 years. It would not be feasible for in-house staff to acquire the training, certifications and expertise as outlined in 2A in order to perform this infrequent, as-needed 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 05/02/2022, the Department notified the following employee organizations of this PSC/RFP request:
Stationary Engineers, Local 39

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

Name: 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# 44914 - 21/22

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 07/18/2022

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of shale@sfwater.org
To: [Hale, Shawndrea M.](mailto:Hale,Shawndrea.M.); seichenberger@local39.org; MRainsford@local39.org; grojo@local39.org; [Hale, Shawndrea M.](mailto:Hale,Shawndrea.M.); dhr-psccordinator@sfgov.org
Subject: Receipt of Notice for new PCS over \$100K PSC # 44914 - 21/22
Date: Monday, May 2, 2022 4:18:53 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 44914 - 21/22 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 44914 - 21/22 for \$1,800,000 for Initial Request services for the period 09/01/2022 – 08/30/2027. 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/18412> 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)

OSHA CFR 1910.146

[1910.146 - Permit-required confined spaces | Occupational Safety and Health Administration \(osha.gov\)](#)

OSHA CFR 1910.20

[1910.1020 - Access to employee exposure and medical records. | Occupational Safety and Health Administration \(osha.gov\)](#)

OSHA CFR 1910.269

[1910.269 - Electric power generation, transmission, and distribution. | Occupational Safety and Health Administration \(osha.gov\)](#)

AWWA M3

[M3 Safety Practices for Water Utilities Table of Contents \(awwa.org\)](#)

OSHA CFR 1910.146

[1910.146 - Permit-required confined spaces | Occupational Safety and Health Administration \(osha.gov\)](#)

By Standard Number / 1910.146 - Permit-required confined spaces

- **Part Number:** 1910
 - **Part Number Title:** Occupational Safety and Health Standards
 - **Subpart:** 1910 Subpart J
 - **Subpart Title:** General Environmental Controls
 - **Standard Number:** 1910.146
 - **Title:** Permit-required confined spaces
 - **Appendix:** A; B; C; D; E; F
 - **GPO Source:** e-CFR
-

1910.146(a)

Scope and application. This section contains requirements for practices and procedures to protect employees in general industry from the hazards of entry into permit-required confined spaces. This section does not apply to agriculture, to construction, or to shipyard employment (Parts 1928, 1926, and 1915 of this chapter, respectively).

1910.146(b)

Definitions.

"Acceptable entry conditions" means the conditions that must exist in a permit space to allow entry and to ensure that employees involved with a permit-required confined space entry can safely enter into and work within the space.

"Attendant" means an individual stationed outside one or more permit spaces who monitors the authorized entrants and who performs all attendant's duties assigned in the employer's permit space program.

"Authorized entrant" means an employee who is authorized by the employer to enter a permit space.

"Blanking or blinding" means the absolute closure of a pipe, line, or duct by the fastening of a solid plate (such as a spectacle blind or a skillet blind) that completely covers the bore and that is capable of withstanding the maximum pressure of the pipe, line, or duct with no leakage beyond the plate.

"Confined space" means a space that:

- (1) Is large enough and so configured that an employee can bodily enter and perform assigned work; and
- (2) Has limited or restricted means for entry or exit (for example, tanks, vessels, silos, storage bins, hoppers, vaults, and pits are spaces that may have limited means of entry.); and
- (3) Is not designed for continuous employee occupancy.

"Double block and bleed" means the closure of a line, duct, or pipe by closing and locking or tagging two in-line valves and by opening and locking or tagging a drain or vent valve in the line between the two closed valves.

"Emergency" means any occurrence (including any failure of hazard control or monitoring equipment) or event internal or external to the permit space that could endanger entrants.

"Engulfment" means the surrounding and effective capture of a person by a liquid or finely divided (flowable) solid substance that can be aspirated to cause death by filling or plugging the respiratory system or that can exert enough force on the body to cause death by strangulation, constriction, or crushing.

"Entry" means the action by which a person passes through an opening into a permit-required confined space. Entry includes ensuing work activities in that space and is considered to have occurred as soon as any part of the entrant's body breaks the plane of an opening into the space.

"Entry permit (permit)" means the written or printed document that is provided by the employer to allow and control entry into a permit space and that contains the information specified in paragraph (f) of this section.

"Entry supervisor" means the person (such as the employer, foreman, or crew chief) responsible for determining if acceptable entry conditions are present at a permit space where entry is planned, for authorizing entry and overseeing entry operations, and for terminating entry as required by this section.

NOTE: An entry supervisor also may serve as an attendant or as an authorized entrant, as long as that person is trained and equipped as required by this section for each role he or she fills. Also, the duties of entry supervisor may be passed from one individual to another during the course of an entry operation.

"Hazardous atmosphere" means an atmosphere that may expose employees to the risk of death, incapacitation, impairment of ability to self-rescue (that is, escape unaided from a permit space), injury, or acute illness from one or more of the following causes:

- (1) Flammable gas, vapor, or mist in excess of 10 percent of its lower flammable limit (LFL);
- (2) Airborne combustible dust at a concentration that meets or exceeds its LFL;

NOTE: This concentration may be approximated as a condition in which the dust obscures vision at a distance of 5 feet (1.52 m) or less.

- (3) Atmospheric oxygen concentration below 19.5 percent or above 23.5 percent;
- (4) Atmospheric concentration of any substance for which a dose or a permissible exposure limit is published in Subpart G, Occupational Health and Environmental Control, or in Subpart Z, Toxic and Hazardous Substances, of this Part and which could result in employee exposure in excess of its dose or permissible exposure limit;

NOTE: An atmospheric concentration of any substance that is not capable of causing death, incapacitation, impairment of ability to self-rescue, injury, or acute illness due to its health effects is not covered by this provision.

(5) Any other atmospheric condition that is immediately dangerous to life or health.

NOTE: For air contaminants for which OSHA has not determined a dose or permissible exposure limit, other sources of information, such as Material Safety Data Sheets that comply with the Hazard Communication Standard, section 1910.1200 of this Part, published information, and internal documents can provide guidance in establishing acceptable atmospheric conditions.

"Hot work permit" means the employer's written authorization to perform operations (for example, riveting, welding, cutting, burning, and heating) capable of providing a source of ignition.

"Immediately dangerous to life or health (IDLH)" means any condition that poses an immediate or delayed threat to life or that would cause irreversible adverse health effects or that would interfere with an individual's ability to escape unaided from a permit space.

NOTE: Some materials -- hydrogen fluoride gas and cadmium vapor, for example -- may produce immediate transient effects that, even if severe, may pass without medical attention, but are followed by sudden, possibly fatal collapse 12-72 hours after exposure. The victim "feels normal" from recovery from transient effects until collapse. Such materials in hazardous quantities are considered to be "immediately" dangerous to life or health.

"Inerting" means the displacement of the atmosphere in a permit space by a noncombustible gas (such as nitrogen) to such an extent that the resulting atmosphere is noncombustible.

NOTE: This procedure produces an IDLH oxygen-deficient atmosphere.

"Isolation" means the process by which a permit space is removed from service and completely protected against the release of energy and material into the space by such means as: blanking or blinding; misaligning or removing sections of lines, pipes, or ducts; a double block and bleed system; lockout or tagout of all sources of energy; or blocking or disconnecting all mechanical linkages.

"Line breaking" means the intentional opening of a pipe, line, or duct that is or has been carrying flammable, corrosive, or toxic material, an inert gas, or any fluid at a volume, pressure, or temperature capable of causing injury.

"Non-permit confined space" means a confined space that does not contain or, with respect to atmospheric hazards, have the potential to contain any hazard capable of causing death or serious physical harm.

"Oxygen deficient atmosphere" means an atmosphere containing less than 19.5 percent oxygen by volume.

"Oxygen enriched atmosphere" means an atmosphere containing more than 23.5 percent oxygen by volume.

"Permit-required confined space (permit space)" means a confined space that has one or more of the following characteristics:

- (1) Contains or has a potential to contain a hazardous atmosphere;
- (2) Contains a material that has the potential for engulfing an entrant;
- (3) Has an internal configuration such that an entrant could be trapped or asphyxiated by inwardly converging walls or by a floor which slopes downward and tapers to a smaller cross-section; or
- (4) Contains any other recognized serious safety or health hazard.

"Permit-required confined space program (permit space program)" means the employer's overall program for controlling, and, where appropriate, for protecting employees from, permit space hazards and for regulating employee entry into permit spaces.

"Permit system" means the employer's written procedure for preparing and issuing permits for entry and for returning the permit space to service following termination of entry.

"Prohibited condition" means any condition in a permit space that is not allowed by the permit during the period when entry is authorized.

"Rescue service" means the personnel designated to rescue employees from permit spaces.

"Retrieval system" means the equipment (including a retrieval line, chest or full-body harness, wristlets, if appropriate, and a lifting device or anchor) used for non-entry rescue of persons from permit spaces.

"Testing" means the process by which the hazards that may confront entrants of a permit space are identified and evaluated. Testing includes specifying the tests that are to be performed in the permit space.

NOTE: Testing enables employers both to devise and implement adequate control measures for the protection of authorized entrants and to determine if acceptable entry conditions are present immediately prior to, and during, entry.

1910.146(c)

General requirements.

1910.146(c)(1)

The employer shall evaluate the workplace to determine if any spaces are permit-required confined spaces.

NOTE: Proper application of the decision flow chart in Appendix A to section 1910.146 would facilitate compliance with this requirement.

1910.146(c)(2)

If the workplace contains permit spaces, the employer shall inform exposed employees, by posting danger signs or by any other equally effective means, of the existence and location of and the danger posed by the permit spaces.

NOTE: A sign reading DANGER -- PERMIT-REQUIRED CONFINED SPACE, DO NOT ENTER or using other similar language would satisfy the requirement for a sign.

1910.146(c)(3)

If the employer decides that its employees will not enter permit spaces, the employer shall take effective measures to prevent its employees from entering the permit spaces and shall comply with paragraphs (c)(1), (c)(2), (c)(6), and (c)(8) of this section.

1910.146(c)(4)

If the employer decides that its employees will enter permit spaces, the employer shall develop and implement a written permit space program that complies with this section. The written program shall be available for inspection by employees and their authorized representatives.

1910.146(c)(5)

An employer may use the alternate procedures specified in paragraph (c)(5)(ii) of this section for entering a permit space under the conditions set forth in paragraph (c)(5)(i) of this section.

1910.146(c)(5)(i)

An employer whose employees enter a permit space need not comply with paragraphs (d) through (f) and (h) through (k) of this section, provided that:

1910.146(c)(5)(i)(A)

The employer can demonstrate that the only hazard posed by the permit space is an actual or potential hazardous atmosphere;

1910.146(c)(5)(i)(B)

The employer can demonstrate that continuous forced air ventilation alone is sufficient to maintain that permit space safe for entry;

1910.146(c)(5)(i)(C)

The employer develops monitoring and inspection data that supports the demonstrations required by paragraphs (c)(5)(i)(A) and (c)(5)(i)(B) of this section;

1910.146(c)(5)(i)(D)

If an initial entry of the permit space is necessary to obtain the data required by paragraph (c)(5)(i)(C) of this section, the entry is performed in compliance with paragraphs (d) through (k) of this section;

1910.146(c)(5)(i)(E)

The determinations and supporting data required by paragraphs (c)(5)(i)(A), (c)(5)(i)(B), and (c)(5)(i)(C) of this section are documented by the employer and are made available to each employee who enters the permit space under the terms of paragraph (c)(5) of this section or to that employee's authorized representative; and

1910.146(c)(5)(i)(F)

Entry into the permit space under the terms of paragraph (c)(5)(i) of this section is performed in accordance with the requirements of paragraph (c)(5)(ii) of this section.

NOTE: See paragraph (c)(7) of this section for reclassification of a permit space after all hazards within the space have been eliminated.

1910.146(c)(5)(ii)

The following requirements apply to entry into permit spaces that meet the conditions set forth in paragraph (c)(5)(i) of this section.

1910.146(c)(5)(ii)(A)

Any conditions making it unsafe to remove an entrance cover shall be eliminated before the cover is removed.

1910.146(c)(5)(ii)(B)

When entrance covers are removed, the opening shall be promptly guarded by a railing, temporary cover, or other temporary barrier that will prevent an accidental fall through the opening and that will protect each employee working in the space from foreign objects entering the space.

1910.146(c)(5)(ii)(C)

Before an employee enters the space, the internal atmosphere shall be tested, with a calibrated direct-reading instrument, for oxygen content, for flammable gases and vapors, and for potential toxic air contaminants, in that order. Any employee who enters the space, or that employee's authorized representative, shall be provided an opportunity to observe the pre-entry testing required by this paragraph.

1910.146(c)(5)(ii)(C)(1)

Oxygen content,

1910.146(c)(5)(ii)(C)(2)

Flammable gases and vapors, and

1910.146(c)(5)(ii)(C)(3)

Potential toxic air contaminants.

1910.146(c)(5)(ii)(D)

There may be no hazardous atmosphere within the space whenever any employee is inside the space.

1910.146(c)(5)(ii)(E)

Continuous forced air ventilation shall be used, as follows:

1910.146(c)(5)(ii)(E)(1)

An employee may not enter the space until the forced air ventilation has eliminated any hazardous atmosphere;

1910.146(c)(5)(ii)(E)(2)

The forced air ventilation shall be so directed as to ventilate the immediate areas where an employee is or will be present within the space and shall continue until all employees have left the space;

1910.146(c)(5)(ii)(E)(3)

The air supply for the forced air ventilation shall be from a clean source and may not increase the hazards in the space.

1910.146(c)(5)(ii)(F)

The atmosphere within the space shall be periodically tested as necessary to ensure that the continuous forced air ventilation is preventing the accumulation of a hazardous atmosphere. Any employee who enters the space, or that employee's authorized representative, shall be provided with an opportunity to observe the periodic testing required by this paragraph.

1910.146(c)(5)(ii)(G)

If a hazardous atmosphere is detected during entry:

1910.146(c)(5)(ii)(G)(1)

Each employee shall leave the space immediately;

1910.146(c)(5)(ii)(G)(2)

The space shall be evaluated to determine how the hazardous atmosphere developed; and

1910.146(c)(5)(ii)(G)(3)

Measures shall be implemented to protect employees from the hazardous atmosphere before any subsequent entry takes place.

1910.146(c)(5)(ii)(H)

The employer shall verify that the space is safe for entry and that the pre-entry measures required by paragraph (c)(5)(ii) of this section have been taken, through a written certification that contains the date, the location of the space, and the signature of the person providing the certification. The certification shall be made before entry and shall be made available to each employee entering the space or to that employee's authorized representative.

1910.146(c)(6)

When there are changes in the use or configuration of a non-permit confined space that might increase the hazards to entrants, the employer shall reevaluate that space and, if necessary, reclassify it as a permit-required confined space.

1910.146(c)(7)

A space classified by the employer as a permit-required confined space may be reclassified as a non-permit confined space under the following procedures:

1910.146(c)(7)(i)

If the permit space poses no actual or potential atmospheric hazards and if all hazards within the space are eliminated without entry into the space, the permit space may be reclassified as a non-permit confined space for as long as the non-atmospheric hazards remain eliminated.

1910.146(c)(7)(ii)

If it is necessary to enter the permit space to eliminate hazards, such entry shall be performed under paragraphs (d) through (k) of this section. If testing and inspection during that entry demonstrate that the hazards within the permit space have been eliminated, the permit space may be reclassified as a non-permit confined space for as long as the hazards remain eliminated.

NOTE: Control of atmospheric hazards through forced air ventilation does not constitute elimination of the hazards. Paragraph (c)(5) covers permit space entry where the employer can demonstrate that forced air ventilation alone will control all hazards in the space.

1910.146(c)(7)(iii)

The employer shall document the basis for determining that all hazards in a permit space have been eliminated, through a certification that contains the date, the location of the space, and the signature of the person making the determination. The certification shall be made available to each employee entering the space or to that employee's authorized representative.

1910.146(c)(7)(iv)

If hazards arise within a permit space that has been declassified to a non-permit space under paragraph (c)(7) of this section, each employee in the space shall exit the space. The employer shall then reevaluate the space and determine whether it must be reclassified as a permit space, in accordance with other applicable provisions of this section.

1910.146(c)(8)

When an employer (host employer) arranges to have employees of another employer (contractor) perform work that involves permit space entry, the host employer shall:

1910.146(c)(8)(i)

Inform the contractor that the workplace contains permit spaces and that permit space entry is allowed only through compliance with a permit space program meeting the requirements of this section;

1910.146(c)(8)(ii)

Apprise the contractor of the elements, including the hazards identified and the host employer's experience with the space, that make the space in question a permit space;

1910.146(c)(8)(iii)

Apprise the contractor of any precautions or procedures that the host employer has implemented for the protection of employees in or near permit spaces where contractor personnel will be working;

1910.146(c)(8)(iv)

Coordinate entry operations with the contractor, when both host employer personnel and contractor personnel will be working in or near permit spaces, as required by paragraph (d)(11) of this section; and

1910.146(c)(8)(v)

Debrief the contractor at the conclusion of the entry operations regarding the permit space program followed and regarding any hazards confronted or created in permit spaces during entry operations.

1910.146(c)(9)

In addition to complying with the permit space requirements that apply to all employers, each contractor who is retained to perform permit space entry operations shall:

1910.146(c)(9)(i)

Obtain any available information regarding permit space hazards and entry operations from the host employer;

1910.146(c)(9)(ii)

Coordinate entry operations with the host employer, when both host employer personnel and contractor personnel will be working in or near permit spaces, as required by paragraph (d)(11) of this section; and

1910.146(c)(9)(iii)

Inform the host employer of the permit space program that the contractor will follow and of any hazards confronted or created in permit spaces, either through a debriefing or during the entry operation.

1910.146(d)

Permit-required confined space program (permit space program). Under the permit space program required by paragraph (c)(4) of this section, the employer shall:

1910.146(d)(1)

Implement the measures necessary to prevent unauthorized entry;

1910.146(d)(2)

Identify and evaluate the hazards of permit spaces before employees enter them;

1910.146(d)(3)

Develop and implement the means, procedures, and practices necessary for safe permit space entry operations, including, but not limited to, the following:

1910.146(d)(3)(i)

Specifying acceptable entry conditions;

1910.146(d)(3)(ii)

Providing each authorized entrant or that employee's authorized representative with the opportunity to observe any monitoring or testing of permit spaces;

1910.146(d)(3)(iii)

Isolating the permit space;

1910.146(d)(3)(iv)

Purging, inerting, flushing, or ventilating the permit space as necessary to eliminate or control atmospheric hazards;

1910.146(d)(3)(v)

Providing pedestrian, vehicle, or other barriers as necessary to protect entrants from external hazards; and

1910.146(d)(3)(vi)

Verifying that conditions in the permit space are acceptable for entry throughout the duration of an authorized entry.

1910.146(d)(4)

Provide the following equipment (specified in paragraphs (d)(4)(i) through (d)(4)(ix) of this section) at no cost to employees, maintain that equipment properly, and ensure that employees use that equipment properly:

1910.146(d)(4)(i)

Testing and monitoring equipment needed to comply with paragraph (d)(5) of this section;

1910.146(d)(4)(ii)

Ventilating equipment needed to obtain acceptable entry conditions;

1910.146(d)(4)(iii)

Communications equipment necessary for compliance with paragraphs (h)(3) and (i)(5) of this section;

1910.146(d)(4)(iv)

Personal protective equipment insofar as feasible engineering and work practice controls do not adequately protect employees;

1910.146(d)(4)(v)

Lighting equipment needed to enable employees to see well enough to work safely and to exit the space quickly in an emergency;

1910.146(d)(4)(vi)

Barriers and shields as required by paragraph (d)(3)(v) of this section.

1910.146(d)(4)(vii)

Equipment, such as ladders, needed for safe ingress and egress by authorized entrants;

1910.146(d)(4)(viii)

Rescue and emergency equipment needed to comply with paragraph (d)(9) of this section, except to the extent that the equipment is provided by rescue services; and

1910.146(d)(4)(ix)

Any other equipment necessary for safe entry into and rescue from permit spaces.

1910.146(d)(5)

Evaluate permit space conditions as follows when entry operations are conducted:

1910.146(d)(5)(i)

Test conditions in the permit space to determine if acceptable entry conditions exist before entry is authorized to begin, except that, if isolation of the space is infeasible because the space is large or is part of a continuous system (such as a sewer), pre-entry testing shall be performed to the extent feasible

before entry is authorized and, if entry is authorized, entry conditions shall be continuously monitored in the areas where authorized entrants are working;

1910.146(d)(5)(ii)

Test or monitor the permit space as necessary to determine if acceptable entry conditions are being maintained during the course of entry operations; and

1910.146(d)(5)(iii)

When testing for atmospheric hazards, test first for oxygen, then for combustible gases and vapors, and then for toxic gases and vapors.

1910.146(d)(5)(iv)

Provide each authorized entrant or that employee's authorized representative an opportunity to observe the pre-entry and any subsequent testing or monitoring of permit spaces;

1910.146(d)(5)(v)

Reevaluate the permit space in the presence of any authorized entrant or that employee's authorized representative who requests that the employer conduct such reevaluation because the entrant or representative has reason to believe that the evaluation of that space may not have been adequate;

1910.146(d)(5)(vi)

Immediately provide each authorized entrant or that employee's authorized representative with the results of any testing conducted in accord with paragraph (d) of this section.

NOTE: Atmospheric testing conducted in accordance with Appendix B to section 1910.146 would be considered as satisfying the requirements of this paragraph. For permit space operations in sewers, atmospheric testing conducted in accordance with Appendix B, as supplemented by Appendix E to section 1910.146, would be considered as satisfying the requirements of this paragraph.

1910.146(d)(6)

Provide at least one attendant outside the permit space into which entry is authorized for the duration of entry operations;

NOTE: Attendants may be assigned to monitor more than one permit space provided the duties described in paragraph (i) of this section can be effectively performed for each permit space that is monitored. Likewise, attendants may be stationed at any location outside the permit space to be monitored as long as the duties described in paragraph (i) of this section can be effectively performed for each permit space that is monitored.

1910.146(d)(7)

If multiple spaces are to be monitored by a single attendant, include in the permit program the means and procedures to enable the attendant to respond to an emergency affecting one or more of the permit spaces being monitored without distraction from the attendant's responsibilities under paragraph (i) of this section;

1910.146(d)(8)

Designate the persons who are to have active roles (as, for example, authorized entrants, attendants, entry supervisors, or persons who test or monitor the atmosphere in a permit space) in entry operations, identify the duties of each such employee, and provide each such employee with the training required by paragraph (g) of this section;

1910.146(d)(9)

Develop and implement procedures for summoning rescue and emergency services, for rescuing entrants from permit spaces, for providing necessary emergency services to rescued employees, and for preventing unauthorized personnel from attempting a rescue;

1910.146(d)(10)

Develop and implement a system for the preparation, issuance, use, and cancellation of entry permits as required by this section;

1910.146(d)(11)

Develop and implement procedures to coordinate entry operations when employees of more than one employer are working simultaneously as authorized entrants in a permit space, so that employees of one employer do not endanger the employees of any other employer;

1910.146(d)(12)

Develop and implement procedures (such as closing off a permit space and canceling the permit) necessary for concluding the entry after entry operations have been completed;

1910.146(d)(13)

Review entry operations when the employer has reason to believe that the measures taken under the permit space program may not protect employees and revise the program to correct deficiencies found to exist before subsequent entries are authorized; and

NOTE: Examples of circumstances requiring the review of the permit space program are: any unauthorized entry of a permit space, the detection of a permit space hazard not covered by the permit, the detection of a condition prohibited by the permit, the occurrence of an injury or near-miss during entry, a change in the use or configuration of a permit space, and employee complaints about the effectiveness of the program.

1910.146(d)(14)

Review the permit space program, using the canceled permits retained under paragraph (e)(6) of this section within 1 year after each entry and revise the program as necessary, to ensure that employees participating in entry operations are protected from permit space hazards.

NOTE: Employers may perform a single annual review covering all entries performed during a 12-month period. If no entry is performed during a 12-month period, no review is necessary.

Appendix C to section 1910.146 presents examples of permit space programs that are considered to comply with the requirements of paragraph (d) of this section.

1910.146(e)

Permit system.

1910.146(e)(1)

Before entry is authorized, the employer shall document the completion of measures required by paragraph (d)(3) of this section by preparing an entry permit.

NOTE: Appendix D to section 1910.146 presents examples of permits whose elements are considered to comply with the requirements of this section.

1910.146(e)(2)

Before entry begins, the entry supervisor identified on the permit shall sign the entry permit to authorize entry.

1910.146(e)(3)

The completed permit shall be made available at the time of entry to all authorized entrants or their authorized representatives, by posting it at the entry portal or by any other equally effective means, so that the entrants can confirm that pre-entry preparations have been completed.

1910.146(e)(4)

The duration of the permit may not exceed the time required to complete the assigned task or job identified on the permit in accordance with paragraph (f)(2) of this section.

1910.146(e)(5)

The entry supervisor shall terminate entry and cancel the entry permit when:

1910.146(e)(5)(i)

The entry operations covered by the entry permit have been completed; or

1910.146(e)(5)(ii)

A condition that is not allowed under the entry permit arises in or near the permit space.

1910.146(e)(6)

The employer shall retain each canceled entry permit for at least 1 year to facilitate the review of the permit-required confined space program required by paragraph (d)(14) of this section. Any problems encountered during an entry operation shall be noted on the pertinent permit so that appropriate revisions to the permit space program can be made.

1910.146(f)

Entry permit. The entry permit that documents compliance with this section and authorizes entry to a permit space shall identify:

1910.146(f)(1)

The permit space to be entered;

1910.146(f)(2)

The purpose of the entry;

1910.146(f)(3)

The date and the authorized duration of the entry permit;

1910.146(f)(4)

The authorized entrants within the permit space, by name or by such other means (for example, through the use of rosters or tracking systems) as will enable the attendant to determine quickly and accurately, for the duration of the permit, which authorized entrants are inside the permit space;

NOTE: This requirement may be met by inserting a reference on the entry permit as to the means used, such as a roster or tracking system, to keep track of the authorized entrants within the permit space.

1910.146(f)(5)

The personnel, by name, currently serving as attendants;

1910.146(f)(6)

The individual, by name, currently serving as entry supervisor, with a space for the signature or initials of the entry supervisor who originally authorized entry;

1910.146(f)(7)

The hazards of the permit space to be entered;

1910.146(f)(8)

The measures used to isolate the permit space and to eliminate or control permit space hazards before entry;

NOTE: Those measures can include the lockout or tagging of equipment and procedures for purging, inerting, ventilating, and flushing permit spaces.

1910.146(f)(9)

The acceptable entry conditions;

1910.146(f)(10)

The results of initial and periodic tests performed under paragraph (d)(5) of this section, accompanied by the names or initials of the testers and by an indication of when the tests were performed;

1910.146(f)(11)

The rescue and emergency services that can be summoned and the means (such as the equipment to use and the numbers to call) for summoning those services;

1910.146(f)(12)

The communication procedures used by authorized entrants and attendants to maintain contact during the entry;

1910.146(f)(13)

Equipment, such as personal protective equipment, testing equipment, communications equipment, alarm systems, and rescue equipment, to be provided for compliance with this section;

1910.146(f)(14)

Any other information whose inclusion is necessary, given the circumstances of the particular confined space, in order to ensure employee safety; and

1910.146(f)(15)

Any additional permits, such as for hot work, that have been issued to authorize work in the permit space.

1910.146(g)

Training.

1910.146(g)(1)

The employer shall provide training so that all employees whose work is regulated by this section acquire the understanding, knowledge, and skills necessary for the safe performance of the duties assigned under this section.

1910.146(g)(2)

Training shall be provided to each affected employee:

1910.146(g)(2)(i)

Before the employee is first assigned duties under this section;

1910.146(g)(2)(ii)

Before there is a change in assigned duties;

1910.146(g)(2)(iii)

Whenever there is a change in permit space operations that presents a hazard about which an employee has not previously been trained;

1910.146(g)(2)(iv)

Whenever the employer has reason to believe either that there are deviations from the permit space entry procedures required by paragraph (d)(3) of this section or that there are inadequacies in the employee's knowledge or use of these procedures.

1910.146(g)(3)

The training shall establish employee proficiency in the duties required by this section and shall introduce new or revised procedures, as necessary, for compliance with this section.

1910.146(g)(4)

The employer shall certify that the training required by paragraphs (g)(1) through (g)(3) of this section has been accomplished. The certification shall contain each employee's name, the signatures or initials of the trainers, and the dates of training. The certification shall be available for inspection by employees and their authorized representatives.

1910.146(h)

Duties of authorized entrants. The employer shall ensure that all authorized entrants:

1910.146(h)(1)

Know the hazards that may be faced during entry, including information on the mode, signs or symptoms, and consequences of the exposure;

1910.146(h)(2)

Properly use equipment as required by paragraph (d)(4) of this section;

1910.146(h)(3)

Communicate with the attendant as necessary to enable the attendant to monitor entrant status and to enable the attendant to alert entrants of the need to evacuate the space as required by paragraph (i)(6) of this section;

1910.146(h)(4)

Alert the attendant whenever:

1910.146(h)(4)(i)

The entrant recognizes any warning sign or symptom of exposure to a dangerous situation, or

1910.146(h)(4)(ii)

The entrant detects a prohibited condition; and

1910.146(h)(5)

Exit from the permit space as quickly as possible whenever:

1910.146(h)(5)(i)

An order to evacuate is given by the attendant or the entry supervisor,

1910.146(h)(5)(ii)

The entrant recognizes any warning sign or symptom of exposure to a dangerous situation,

1910.146(h)(5)(iii)

The entrant detects a prohibited condition, or

1910.146(h)(5)(iv)

An evacuation alarm is activated.

1910.146(i)

Duties of attendants. The employer shall ensure that each attendant:

1910.146(i)(1)

Knows the hazards that may be faced during entry, including information on the mode, signs or symptoms, and consequences of the exposure;

1910.146(i)(2)

Is aware of possible behavioral effects of hazard exposure in authorized entrants;

1910.146(i)(3)

Continuously maintains an accurate count of authorized entrants in the permit space and ensures that the means used to identify authorized entrants under paragraph (f)(4) of this section accurately identifies who is in the permit space;

1910.146(i)(4)

Remains outside the permit space during entry operations until relieved by another attendant;

NOTE: When the employer's permit entry program allows attendant entry for rescue, attendants may enter a permit space to attempt a rescue if they have been trained and equipped for rescue operations as required by paragraph (k)(1) of this section and if they have been relieved as required by paragraph (i)(4) of this section.

1910.146(i)(5)

Communicates with authorized entrants as necessary to monitor entrant status and to alert entrants of the need to evacuate the space under paragraph (i)(6) of this section;

1910.146(i)(6)

Monitors activities inside and outside the space to determine if it is safe for entrants to remain in the space and orders the authorized entrants to evacuate the permit space immediately under any of the following conditions;

1910.146(i)(6)(i)

If the attendant detects a prohibited condition;

1910.146(i)(6)(ii)

If the attendant detects the behavioral effects of hazard exposure in an authorized entrant;

1910.146(i)(6)(iii)

If the attendant detects a situation outside the space that could endanger the authorized entrants; or

1910.146(i)(6)(iv)

If the attendant cannot effectively and safely perform all the duties required under paragraph (i) of this section;

1910.146(i)(7)

Summon rescue and other emergency services as soon as the attendant determines that authorized entrants may need assistance to escape from permit space hazards;

1910.146(i)(8)

Takes the following actions when unauthorized persons approach or enter a permit space while entry is underway:

1910.146(i)(8)(i)

Warn the unauthorized persons that they must stay away from the permit space;

1910.146(i)(8)(ii)

Advise the unauthorized persons that they must exit immediately if they have entered the permit space;
and

1910.146(i)(8)(iii)

Inform the authorized entrants and the entry supervisor if unauthorized persons have entered the permit space;

1910.146(i)(9)

Performs non-entry rescues as specified by the employer's rescue procedure; and

1910.146(i)(10)

Performs no duties that might interfere with the attendant's primary duty to monitor and protect the authorized entrants.

1910.146(j)

Duties of entry supervisors. The employer shall ensure that each entry supervisor:

1910.146(j)(1)

Knows the hazards that may be faced during entry, including information on the mode, signs or symptoms, and consequences of the exposure;

1910.146(j)(2)

Verifies, by checking that the appropriate entries have been made on the permit, that all tests specified by the permit have been conducted and that all procedures and equipment specified by the permit are in place before endorsing the permit and allowing entry to begin;

1910.146(j)(3)

Terminates the entry and cancels the permit as required by paragraph (e)(5) of this section;

1910.146(j)(4)

Verifies that rescue services are available and that the means for summoning them are operable;

1910.146(j)(5)

Removes unauthorized individuals who enter or who attempt to enter the permit space during entry operations; and

1910.146(j)(6)

Determines, whenever responsibility for a permit space entry operation is transferred and at intervals dictated by the hazards and operations performed within the space, that entry operations remain consistent with terms of the entry permit and that acceptable entry conditions are maintained.

1910.146(k)

Rescue and emergency services.

1910.146(k)(1)

An employer who designates rescue and emergency services, pursuant to paragraph (d)(9) of this section, shall:

1910.146(k)(1)(i)

Evaluate a prospective rescuer's ability to respond to a rescue summons in a timely manner, considering the hazard(s) identified;

Note to paragraph (k)(1)(i): What will be considered timely will vary according to the specific hazards involved in each entry. For example, §1910.134, Respiratory Protection, requires that employers provide a standby person or persons capable of immediate action to rescue employee(s) wearing respiratory protection while in work areas defined as IDLH atmospheres.

1910.146(k)(1)(ii)

Evaluate a prospective rescue service's ability, in terms of proficiency with rescue-related tasks and equipment, to function appropriately while rescuing entrants from the particular permit space or types of permit spaces identified;

1910.146(k)(1)(iii)

Select a rescue team or service from those evaluated that:

1910.146(k)(1)(iii)(A)

Has the capability to reach the victim(s) within a time frame that is appropriate for the permit space hazard(s) identified;

1910.146(k)(1)(iii)(B)

Is equipped for and proficient in performing the needed rescue services;

1910.146(k)(1)(iv)

Inform each rescue team or service of the hazards they may confront when called on to perform rescue at the site; and

1910.146(k)(1)(v)

Provide the rescue team or service selected with access to all permit spaces from which rescue may be necessary so that the rescue service can develop appropriate rescue plans and practice rescue operations.

Note to paragraph (k)(1): Non-mandatory Appendix F contains examples of criteria which employers can use in evaluating prospective rescuers as required by paragraph (k)(1) of this section.

1910.146(k)(2)

An employer whose employees have been designated to provide permit space rescue and emergency services shall take the following measures:

1910.146(k)(2)(i)

Provide affected employees with the personal protective equipment (PPE) needed to conduct permit space rescues safely and train affected employees so they are proficient in the use of that PPE, at no cost to those employees;

1910.146(k)(2)(ii)

Train affected employees to perform assigned rescue duties. The employer must ensure that such employees successfully complete the training required to establish proficiency as an authorized entrant, as provided by paragraphs (g) and (h) of this section;

1910.146(k)(2)(iii)

Train affected employees in basic first-aid and cardiopulmonary resuscitation (CPR). The employer shall ensure that at least one member of the rescue team or service holding a current certification in first aid and CPR is available; and

1910.146(k)(2)(iv)

Ensure that affected employees practice making permit space rescues at least once every 12 months, by means of simulated rescue operations in which they remove dummies, manikins, or actual persons from the actual permit spaces or from representative permit spaces. Representative permit spaces shall, with respect to opening size, configuration, and accessibility, simulate the types of permit spaces from which rescue is to be performed.

1910.146(k)(3)

To facilitate non-entry rescue, retrieval systems or methods shall be used whenever an authorized entrant enters a permit space, unless the retrieval equipment would increase the overall risk of entry or would not contribute to the rescue of the entrant. Retrieval systems shall meet the following requirements.

1910.146(k)(3)(i)

Each authorized entrant shall use a chest or full body harness, with a retrieval line attached at the center of the entrant's back near shoulder level, above the entrant's head, or at another point which the employer can establish presents a profile small enough for the successful removal of the entrant. Wristlets may be used in lieu of the chest or full body harness if the employer can demonstrate that the use of a chest or full body harness is infeasible or creates a greater hazard and that the use of wristlets is the safest and most effective alternative.

1910.146(k)(3)(ii)

The other end of the retrieval line shall be attached to a mechanical device or fixed point outside the permit space in such a manner that rescue can begin as soon as the rescuer becomes aware that rescue is necessary. A mechanical device shall be available to retrieve personnel from vertical type permit spaces more than 5 feet (1.52 m) deep

1910.146(k)(4)

If an injured entrant is exposed to a substance for which a Material Safety Data Sheet (MSDS) or other similar written information is required to be kept at the worksite, that MSDS or written information shall be made available to the medical facility treating the exposed entrant.

1910.146(l)

Employee participation.

1910.146(l)(1)

Employers shall consult with affected employees and their authorized representatives on the development and implementation of all aspects of the permit space program required by paragraph (c) of this section.

1910.146(l)(2)

Employers shall make available to affected employees and their authorized representatives all information required to be developed by this section.

[58 FR 4549, Jan. 14, 1993; 58 FR 34845, June 29, 1993; 59 FR 26115, May 19, 1994; 63 FR 66038, Dec. 1, 1998; 76 FR 80739, Dec. 27, 2011]

UNITED STATES DEPARTMENT OF LABOR

Occupational Safety & Health Administration
200 Constitution Ave NW
Washington, DC 20210
800-321-6742 (OSHA)
TTY
www.OSHA.gov

FEDERAL GOVERNMENT

White House
Severe Storm and Flood Recovery
Assistance
Disaster Recovery Assistance
DisasterAssistance.gov
USA.gov
No Fear Act Data
U.S. Office of Special Counsel

OCCUPATIONAL SAFETY & HEALTH

Frequently Asked
Questions
A - Z Index
Freedom of
Information Act -
OSHA

Read The OSHA
Newsletter
Subscribe to the
OSHA Newsletter
OSHA Publications
Office of Inspector
General

ABOUT THIS SITE

Freedom of Information Act - DOL
Privacy & Security Statement
Disclaimers
Important Web Site Notices
Plug-ins Used by DOL
Accessibility Statement

OSHA CFR 1910.20

1910.1020 - Access to employee exposure and medical records. | Occupational Safety and Health Administration ([osha.gov](https://www.osha.gov))

By Standard Number / 1910.1020 - Access to employee exposure and medical records.

- **Part Number:** 1910
 - **Part Number Title:** Occupational Safety and Health Standards
 - **Subpart:** 1910 Subpart Z
 - **Subpart Title:** Toxic and Hazardous Substances
 - **Standard Number:** 1910.1020
 - **Title:** Access to employee exposure and medical records.
 - **Appendix:** A; B
 - **GPO Source:** e-CFR
-

1910.1020(a)

Purpose. The purpose of this section is to provide employees and their designated representatives a right of access to relevant exposure and medical records; and to provide representatives of the Assistant Secretary a right of access to these records in order to fulfill responsibilities under the Occupational Safety and Health Act. Access by employees, their representatives, and the Assistant Secretary is necessary to yield both direct and indirect improvements in the detection, treatment, and prevention of occupational disease. Each employer is responsible for assuring compliance with this section, but the activities involved in complying with the access to medical records provisions can be carried out, on behalf of the employer, by the physician or other health care personnel in charge of employee medical records. Except as expressly provided, nothing in this section is intended to affect existing legal and ethical obligations concerning the maintenance and confidentiality of employee medical information, the duty to disclose information to a patient/employee or any other aspect of the medical-care relationship, or affect existing legal obligations concerning the protection of trade secret information.

1910.1020(b)

Scope and application.

1910.1020(b)(1)

This section applies to each general industry, maritime, and construction employer who makes, maintains, contracts for, or has access to employee exposure or medical records, or analyses thereof, pertaining to employees exposed to toxic substances or harmful physical agents.

1910.1020(b)(2)

This section applies to all employee exposure and medical records, and analyses thereof, of such employees, whether or not the records are mandated by specific occupational safety and health standards.

1910.1020(b)(3)

This section applies to all employee exposure and medical records, and analyses thereof, made or maintained in any manner, including on an in-house or contractual (e.g., fee-for-service) basis. Each employer shall assure that the preservation and access requirements of this section are complied with regardless of the manner in which the records are made or maintained.

1910.1020(c)

Definitions -

1910.1020(c)(1)

Access means the right and opportunity to examine and copy.

1910.1020(c)(2)

Analysis using exposure or medical records means any compilation of data or any statistical study based at least in part on information collected from individual employee exposure or medical records or information collected from health insurance claims records, provided that either the analysis has been reported to the employer or no further work is currently being done by the person responsible for preparing the analysis.

1910.1020(c)(3)

Designated representative means any individual or organization to whom an employee gives written authorization to exercise a right of access. For the purposes of access to employee exposure records and analyses using exposure or medical records, a recognized or certified collective bargaining agent shall be treated automatically as a designated representative without regard to written employee authorization.

1910.1020(c)(4)

Employee means a current employee, a former employee, or an employee being assigned or transferred to work where there will be exposure to toxic substances or harmful physical agents. In the case of a deceased or legally incapacitated employee, the employee's legal representative may directly exercise all the employee's rights under this section.

1910.1020(c)(5)

Employee exposure record means a record containing any of the following kinds of information:

1910.1020(c)(5)(i)

Environmental (workplace) monitoring or measuring of a toxic substance or harmful physical agent, including personal, area, grab, wipe, or other form of sampling, as well as related collection and analytical methodologies, calculations, and other background data relevant to interpretation of the results obtained;

1910.1020(c)(5)(ii)

Biological monitoring results which directly assess the absorption of a toxic substance or harmful physical agent by body systems (e.g., the level of a chemical in the blood, urine, breath, hair, fingernails, etc) but not including results which assess the biological effect of a substance or agent or which assess an employee's use of alcohol or drugs;

1910.1020(c)(5)(iii)

Material safety data sheets indicating that the material may pose a hazard to human health; or

1910.1020(c)(5)(iv)

In the absence of the above, a chemical inventory or any other record which reveals where and when used and the identity (e.g., chemical, common, or trade name) of a toxic substance or harmful physical agent.

1910.1020(c)(6)

1910.1020(c)(6)(i)

Employee medical record means a record concerning the health status of an employee which is made or maintained by a physician, nurse, or other health care personnel or technician, including:

1910.1020(c)(6)(i)(A)

Medical and employment questionnaires or histories (including job description and occupational exposures),

1910.1020(c)(6)(i)(B)

The results of medical examinations (pre-employment, pre-assignment, periodic, or episodic) and laboratory tests (including chest and other X-ray examinations taken for the purposes of establishing a base-line or detecting occupational illness, and all biological monitoring not defined as an "employee exposure record"),

1910.1020(c)(6)(i)(C)

Medical opinions, diagnoses, progress notes, and recommendations,

1910.1020(c)(6)(i)(D)

First aid records,

1910.1020(c)(6)(i)(E)

Descriptions of treatments and prescriptions, and

1910.1020(c)(6)(i)(F)

Employee medical complaints.

1910.1020(c)(6)(ii)

"Employee medical record" does not include medical information in the form of:

1910.1020(c)(6)(ii)(A)

Physical specimens (e.g., blood or urine samples) which are routinely discarded as a part of normal medical practice; or

1910.1020(c)(6)(ii)(B)

Records concerning health insurance claims if maintained separately from the employer's medical program and its records, and not accessible to the employer by employee name or other direct personal identifier (e.g., social security number, payroll number, etc.); or

1910.1020(c)(6)(ii)(C)

Records created solely in preparation for litigation which are privileged from discovery under the applicable rules of procedure or evidence; or

1910.1020(c)(6)(ii)(D)

Records concerning voluntary employee assistance programs (alcohol, drug abuse, or personal counseling programs) if maintained separately from the employer's medical program and its records.

1910.1020(c)(7)

Employer means a current employer, a former employer, or a successor employer.

1910.1020(c)(8)

Exposure or exposed means that an employee is subjected to a toxic substance or harmful physical agent in the course of employment through any route of entry (inhalation, ingestion, skin contact or absorption, etc.), and includes past exposure and potential (e.g., accidental or possible) exposure, but does not include situations where the employer can demonstrate that the toxic substance or harmful physical agent is not used, handled, stored, generated, or present in the workplace in any manner different from typical non-occupational situations.

1910.1020(c)(9)

Health Professional means a physician, occupational health nurse, industrial hygienist, toxicologist, or epidemiologist, providing medical or other occupational health services to exposed employees.

1910.1020(c)(10)

Record means any item, collection, or grouping of information regardless of the form or process by which it is maintained (e.g., paper document, microfiche, microfilm, X-ray film, or automated data processing).

1910.1020(c)(11)

Specific chemical identity means the chemical name, Chemical Abstracts Service (CAS) Registry Number, or any other information that reveals the precise chemical designation of the substance.

1910.1020(c)(12)

1910.1020(c)(12)(i)

Specific written consent means a written authorization containing the following:

1910.1020(c)(12)(i)(A)

The name and signature of the employee authorizing the release of medical information,

1910.1020(c)(12)(i)(B)

The date of the written authorization,

1910.1020(c)(12)(i)(C)

The name of the individual or organization that is authorized to release the medical information,

1910.1020(c)(12)(i)(D)

The name of the designated representative (individual or organization) that is authorized to receive the released information,

1910.1020(c)(12)(i)(E)

A general description of the medical information that is authorized to be released,

1910.1020(c)(12)(i)(F)

A general description of the purpose for the release of the medical information, and

1910.1020(c)(12)(i)(G)

A date or condition upon which the written authorization will expire (if less than one year).

1910.1020(c)(12)(ii)

A written authorization does not operate to authorize the release of medical information not in existence on the date of written authorization, unless the release of future information is expressly authorized, and does not operate for more than one year from the date of written authorization.

1910.1020(c)(12)(iii)

A written authorization may be revoked in writing prospectively at any time.

1910.1020(c)(13)

Toxic substance or harmful physical agent means any chemical substance, biological agent (bacteria, virus, fungus, etc.), or physical stress (noise, heat, cold, vibration, repetitive motion, ionizing and non-ionizing radiation, hypo- or hyperbaric pressure, etc.) which:

1910.1020(c)(13)(i)

Is listed in the latest printed edition of the National Institute for Occupational Safety and Health (NIOSH) Registry of Toxic Effects of Chemical Substances (RTECS), which is incorporated by reference as specified in § 1910.6; or

1910.1020(c)(13)(ii)

Has yielded positive evidence of an acute or chronic health hazard in testing conducted by, or known to, the employer; or

1910.1020(c)(13)(iii)

Is the subject of a material safety data sheet kept by or known to the employer indicating that the material may pose a hazard to human health.

1910.1020(c)(14)

Trade secret means any confidential formula, pattern, process, device, or information or compilation of information that is used in an employer's business and that gives the employer an opportunity to obtain an advantage over competitors who do not know or use it.

1910.1020(d)

Preservation of records.

1910.1020(d)(1)

Unless a specific occupational safety and health standard provides a different period of time, each employer shall assure the preservation and retention of records as follows:

1910.1020(d)(1)(i)

Employee medical records. The medical record for each employee shall be preserved and maintained for at least the duration of employment plus thirty (30) years, except that the following types of records need not be retained for any specified period:

1910.1020(d)(1)(i)(A)

Health insurance claims records maintained separately from the employer's medical program and its records,

1910.1020(d)(1)(i)(B)

First aid records (not including medical histories) of one-time treatment and subsequent observation of minor scratches, cuts, burns, splinters, and the like which do not involve medical treatment, loss of consciousness, restriction of work or motion, or transfer to another job, if made on-site by a non-physician and if maintained separately from the employer's medical program and its records, and

1910.1020(d)(1)(i)(C)

The medical records of employees who have worked for less than (1) year for the employer need not be retained beyond the term of employment if they are provided to the employee upon the termination of employment.

1910.1020(d)(1)(ii)

Employee exposure records. Each employee exposure record shall be preserved and maintained for at least thirty (30) years, except that:

1910.1020(d)(1)(ii)(A)

Background data to environmental (workplace) monitoring or measuring, such as laboratory reports and worksheets, need only be retained for one (1) year as long as the sampling results, the collection methodology (sampling plan), a description of the analytical and mathematical methods used, and a summary of other background data relevant to interpretation of the results obtained, are retained for at least thirty (30) years; and

1910.1020(d)(1)(ii)(B)

Material safety data sheets and paragraph (c)(5)(iv) records concerning the identity of a substance or agent need not be retained for any specified period as long as some record of the identity (chemical name if known) of the substance or agent, where it was used, and when it was used is retained for at least thirty (30) years; ¹ and

1910.1020(d)(1)(ii)(C)

Biological monitoring results designated as exposure records by specific occupational safety and health standards shall be preserved and maintained as required by the specific standard.

1910.1020(d)(1)(iii)

Analyses using exposure or medical records. Each analysis using exposure or medical records shall be preserved and maintained for at least thirty (30) years.

1910.1020(d)(2)

Nothing in this section is intended to mandate the form, manner, or process by which an employer preserves a record as long as the information contained in the record is preserved and retrievable, except that chest X-ray films shall be preserved in their original state.

1910.1020(e)

Access to records -

1910.1020(e)(1)

General.

1910.1020(e)(1)(i)

Whenever an employee or designated representative requests access to a record, the employer shall assure that access is provided in a reasonable time, place, and manner. If the employer cannot reasonably provide access to the record within fifteen (15) working days, the employer shall within the fifteen (15) working days apprise the employee or designated representative requesting the record of the reason for the delay and the earliest date when the record can be made available.

1910.1020(e)(1)(ii)

The employer may require of the requester only such information as should be readily known to the requester and which may be necessary to locate or identify the records being requested (e.g. dates and locations where the employee worked during the time period in question).

1910.1020(e)(1)(iii)

Whenever an employee or designated representative requests a copy of a record, the employer shall assure that either:

1910.1020(e)(1)(iii)(A)

A copy of the record is provided without cost to the employee or representative,

1910.1020(e)(1)(iii)(B)

The necessary mechanical copying facilities (e.g., photocopying) are made available without cost to the employee or representative for copying the record, or

1910.1020(e)(1)(iii)(C)

The record is loaned to the employee or representative for a reasonable time to enable a copy to be made.

1910.1020(e)(1)(iv)

In the case of an original X-ray, the employer may restrict access to on-site examination or make other suitable arrangements for the temporary loan of the X-ray.

1910.1020(e)(1)(v)

Whenever a record has been previously provided without cost to an employee or designated representative, the employer may charge reasonable, non-discriminatory administrative costs (i.e., search and copying expenses but not including overhead expenses) for a request by the employee or designated representative for additional copies of the record, except that

1910.1020(e)(1)(v)(A)

An employer shall not charge for an initial request for a copy of new information that has been added to a record which was previously provided; and

1910.1020(e)(1)(v)(B)

An employer shall not charge for an initial request by a recognized or certified collective bargaining

agent for a copy of an employee exposure record or an analysis using exposure or medical records.

1910.1020(e)(1)(vi)

Nothing in this section is intended to preclude employees and collective bargaining agents from collectively bargaining to obtain access to information in addition to that available under this section.

1910.1020(e)(2)

Employee and designated representative access -

1910.1020(e)(2)(i)

Employee exposure records.

1910.1020(e)(2)(i)(A)

Except as limited by paragraph (f) of this section, each employer shall, upon request, assure the access to each employee and designated representative to employee exposure records relevant to the employee. For the purpose of this section, an exposure record relevant to the employee consists of:

1910.1020(e)(2)(i)(A)(1)

A record which measures or monitors the amount of a toxic substance or harmful physical agent to which the employee is or has been exposed;

1910.1020(e)(2)(i)(A)(2)

In the absence of such directly relevant records, such records of other employees with past or present job duties or working conditions related to or similar to those of the employee to the extent necessary to reasonably indicate the amount and nature of the toxic substances or harmful physical agents to which the employee is or has been subjected, and

1910.1020(e)(2)(i)(A)(3)

Exposure records to the extent necessary to reasonably indicate the amount and nature of the toxic substances or harmful physical agents at workplaces or under working conditions to which the employee is being assigned or transferred.

1910.1020(e)(2)(i)(B)

Requests by designated representatives for unconsented access to employee exposure records shall be in writing and shall specify with reasonable particularity:

1910.1020(e)(2)(i)(B)(1)

The records requested to be disclosed; and

1910.1020(e)(2)(i)(B)(2)

The occupational health need for gaining access to these records.

1910.1020(e)(2)(ii)

Employee medical records.

1910.1020(e)(2)(ii)(A)

Each employer shall, upon request, assure the access of each employee to employee medical records of which the employee is the subject, except as provided in paragraph (e)(2)(ii)(D) of this section.

1910.1020(e)(2)(ii)(B)

Each employer shall, upon request, assure the access of each designated representative to the employee medical records of any employee who has given the designated representative specific written consent. appendix A to this section contains a sample form which may be used to establish specific written consent for access to employee medical records.

1910.1020(e)(2)(ii)(C)

Whenever access to employee medical records is requested, a physician representing the employer may recommend that the employee or designated representative:

1910.1020(e)(2)(ii)(C)(1)

Consult with the physician for the purposes of reviewing and discussing the records requested,

1910.1020(e)(2)(ii)(C)(2)

Accept a summary of material facts and opinions in lieu of the records requested, or

1910.1020(e)(2)(ii)(C)(3)

Accept release of the requested records only to a physician or other designated representative.

1910.1020(e)(2)(ii)(D)

Whenever an employee requests access to his or her employee medical records, and a physician representing the employer believes that direct employee access to information contained in the records regarding a specific diagnosis of a terminal illness or a psychiatric condition could be detrimental to the employee's health, the employer may inform the employee that access will only be provided to a designated representative of the employee having specific written consent, and deny the employee's request for direct access to this information only. Where a designated representative with specific written consent requests access to information so withheld, the employer shall assure the access of the designated representative to this information, even when it is known that the designated representative will give the information to the employee.

1910.1020(e)(2)(ii)(E)

A physician, nurse, or other responsible health care personnel maintaining medical records may delete from requested medical records the identity of a family member, personal friend, or fellow employee who has provided confidential information concerning an employee's health status.

1910.1020(e)(2)(iii)

Analyses using exposure or medical records.

1910.1020(e)(2)(iii)(A)

Each employee shall, upon request, assure the access of each employee and designated representative to each analysis using exposure or medical records concerning the employee's working conditions or workplace.

1910.1020(e)(2)(iii)(B)

Whenever access is requested to an analysis which reports the contents of employee medical records by either direct identifier (name, address, social security number, payroll number, etc.) or by information which could reasonably be used under the circumstances indirectly to identify specific employees (exact age, height, weight, race, sex, date of initial employment, job title, etc.), the employer shall assure that personal identifiers are removed before access is provided. If the employer can demonstrate that removal of personal identifiers from an analysis is not feasible, access to the personally identifiable portions of the analysis need not be provided.

1910.1020(e)(3)

OSHA access.

1910.1020(e)(3)(i)

Each employer shall, upon request, and without derogation of any rights under the Constitution or the Occupational Safety and Health Act of 1970, 29 U.S.C. 651 et seq., that the employer chooses to exercise, assure the prompt access of representatives of the Assistant Secretary of Labor for Occupational Safety and Health to employee exposure and medical records and to analyses using exposure or medical records. Rules of agency practice and procedure governing OSHA access to employee medical records are contained in 29 CFR 1913.10.

1910.1020(e)(3)(ii)

Whenever OSHA seeks access to personally identifiable employee medical information by presenting to the employer a written access order pursuant to 29 CFR 1913.10(d), the employer shall prominently post a copy of the written access order and its accompanying cover letter for at least fifteen (15) working days.

1910.1020(f)

Trade secrets.

1910.1020(f)(1)

Except as provided in paragraph (f)(2) of this section, nothing in this section precludes an employer from deleting from records requested by a health professional, employee, or designated representative any trade secret data which discloses manufacturing processes, or discloses the percentage of a chemical substance in mixture, as long as the health professional, employee, or designated representative is notified that information has been deleted. Whenever deletion of trade secret information substantially

impairs evaluation of the place where or the time when exposure to a toxic substance or harmful physical agent occurred, the employer shall provide alternative information which is sufficient to permit the requesting party to identify where and when exposure occurred.

1910.1020(f)(2)

The employer may withhold the specific chemical identity, including the chemical name and other specific identification of a toxic substance from a disclosable record provided that:

1910.1020(f)(2)(i)

The claim that the information withheld is a trade secret can be supported;

1910.1020(f)(2)(ii)

All other available information on the properties and effects of the toxic substance is disclosed;

1910.1020(f)(2)(iii)

The employer informs the requesting party that the specific chemical identity is being withheld as a trade secret; and

1910.1020(f)(2)(iv)

The specific chemical identity is made available to health professionals, employees and designated representatives in accordance with the specific applicable provisions of this paragraph.

1910.1020(f)(3)

Where a treating physician or nurse determines that a medical emergency exists and the specific chemical identity of a toxic substance is necessary for emergency or first-aid treatment, the employer shall immediately disclose the specific chemical identity of a trade secret chemical to the treating physician or nurse, regardless of the existence of a written statement of need or a confidentiality agreement. The employer may require a written statement of need and confidentiality agreement, in accordance with the provisions of paragraphs (f)(4) and (f)(5), as soon as circumstances permit.

1910.1020(f)(4)

In non-emergency situations, an employer shall, upon request, disclose a specific chemical identity, otherwise permitted to be withheld under paragraph (f)(2) of this section, to a health professional, employee, or designated representative if:

1910.1020(f)(4)(i)

The request is in writing;

1910.1020(f)(4)(ii)

The request describes with reasonable detail one or more of the following occupational health needs for the information:

1910.1020(f)(4)(ii)(A)

To assess the hazards of the chemicals to which employees will be exposed;

1910.1020(f)(4)(ii)(B)

To conduct or assess sampling of the workplace atmosphere to determine employee exposure levels;

1910.1020(f)(4)(ii)(C)

To conduct pre-assignment or periodic medical surveillance of exposed employees;

1910.1020(f)(4)(ii)(D)

To provide medical treatment to exposed employees;

1910.1020(f)(4)(ii)(E)

To select or assess appropriate personal protective equipment for exposed employees;

1910.1020(f)(4)(ii)(F)

To design or assess engineering controls or other protective measures for exposed employees; and

1910.1020(f)(4)(ii)(G)

To conduct studies to determine the health effects of exposure.

1910.1020(f)(4)(iii)

The request explains in detail why the disclosure of the specific chemical identity is essential and that, in lieu thereof, the disclosure of the following information would not enable the health professional, employee or designated representative to provide the occupational health services described in paragraph (f)(4)(ii) of this section:

1910.1020(f)(4)(iii)(A)

The properties and effects of the chemical;

1910.1020(f)(4)(iii)(B)

Measures for controlling workers' exposure to the chemical;

1910.1020(f)(4)(iii)(C)

Methods of monitoring and analyzing worker exposure to the chemical; and,

1910.1020(f)(4)(iii)(D)

Methods of diagnosing and treating harmful exposures to the chemical;

1910.1020(f)(4)(iv)

The request includes a description of the procedures to be used to maintain the confidentiality of the

disclosed information; and,

1910.1020(f)(4)(v)

The health professional, employee, or designated representative and the employer or contractor of the services of the health professional or designated representative agree in a written confidentiality agreement that the health professional, employee or designated representative will not use the trade secret information for any purpose other than the health need(s) asserted and agree not to release the information under any circumstances other than to OSHA, as provided in paragraph (f)(7) of this section, except as authorized by the terms of the agreement or by the employer.

1910.1020(f)(5)

The confidentiality agreement authorized by paragraph (f)(4)(iv) of this section:

1910.1020(f)(5)(i)

May restrict the use of the information to the health purposes indicated in the written statement of need;

1910.1020(f)(5)(ii)

May provide for appropriate legal remedies in the event of a breach of the agreement, including stipulation of a reasonable pre-estimate of likely damages; and,

1910.1020(f)(5)(iii)

May not include requirements for the posting of a penalty bond.

1910.1020(f)(6)

Nothing in this section is meant to preclude the parties from pursuing non-contractual remedies to the extent permitted by law.

1910.1020(f)(7)

If the health professional, employee or designated representative receiving the trade secret information decides that there is a need to disclose it to OSHA, the employer who provided the information shall be informed by the health professional prior to, or at the same time as, such disclosure.

1910.1020(f)(8)

If the employer denies a written request for disclosure of a specific chemical identity, the denial must:

1910.1020(f)(8)(i)

Be provided to the health professional, employee or designated representative within thirty days of the request;

1910.1020(f)(8)(ii)

Be in writing;

1910.1020(f)(8)(iii)

Include evidence to support the claim that the specific chemical identity is a trade secret;

1910.1020(f)(8)(iv)

State the specific reasons why the request is being denied; and,

1910.1020(f)(8)(v)

Explain in detail how alternative information may satisfy the specific medical or occupational health need without revealing the specific chemical identity.

1910.1020(f)(9)

The health professional, employee, or designated representative whose request for information is denied under paragraph (f)(4) of this section may refer the request and the written denial of the request to OSHA for consideration.

1910.1020(f)(10)

When a health professional employee, or designated representative refers a denial to OSHA under paragraph (f)(9) of this section, OSHA shall consider the evidence to determine if:

1910.1020(f)(10)(i)

The employer has supported the claim that the specific chemical identity is a trade secret;

1910.1020(f)(10)(ii)

The health professional employee, or designated representative has supported the claim that there is a medical or occupational health need for the information; and

1910.1020(f)(10)(iii)

The health professional, employee or designated representative has demonstrated adequate means to protect the confidentiality.

1910.1020(f)(11)

1910.1020(f)(11)(i)

If OSHA determines that the specific chemical identity requested under paragraph (f)(4) of this section is not a *bona fide* trade secret, or that it is a trade secret but the requesting health professional, employee or designated representatives has a legitimate medical or occupational health need for the information, has executed a written confidentiality agreement, and has shown adequate means for complying with the terms of such agreement, the employer will be subject to citation by OSHA.

1910.1020(f)(11)(ii)

If an employer demonstrates to OSHA that the execution of a confidentiality agreement would not provide sufficient protection against the potential harm from the unauthorized disclosure of a trade secret specific chemical identity, the Assistant Secretary may issue such orders or impose such additional limitations or conditions upon the disclosure of the requested chemical information as may be appropriate to assure that the occupational health needs are met without an undue risk of harm to the employer.

1910.1020(f)(12)

Notwithstanding the existence of a trade secret claim, an employer shall, upon request, disclose to the Assistant Secretary any information which this section requires the employer to make available. Where there is a trade secret claim, such claim shall be made no later than at the time the information is provided to the Assistant Secretary so that suitable determinations of trade secret status can be made and the necessary protections can be implemented.

1910.1020(f)(13)

Nothing in this paragraph shall be construed as requiring the disclosure under any circumstances of process or percentage of mixture information which is trade secret.

1910.1020(g)

Employee information.

1910.1020(g)(1)

Upon an employee's first entering into employment, and at least annually thereafter, each employer shall inform current employees covered by this section of the following:

1910.1020(g)(1)(i)

The existence, location, and availability of any records covered by this section;

1910.1020(g)(1)(ii)

The person responsible for maintaining and providing access to records; and

1910.1020(g)(1)(iii)

Each employee's rights of access to these records.

1910.1020(g)(2)

Each employer shall keep a copy of this section and its appendices, and make copies readily available, upon request, to employees. The employer shall also distribute to current employees any informational materials concerning this section which are made available to the employer by the Assistant Secretary of Labor for Occupational Safety and Health.

1910.1020(h)

Transfer of records.

1910.1020(h)(1)

Whenever an employer is ceasing to do business, the employer shall transfer all records subject to this section to the successor employer. The successor employer shall receive and maintain these records.

1910.1020(h)(2)

Whenever an employer is ceasing to do business and there is no successor employer to receive and maintain the records subject to this standard, the employer shall notify affected current employees of their rights of access to records at least three (3) months prior to the cessation of the employer's business.

1910.1020(i)

Appendices. The information contained in appendices A and B to this section is not intended, by itself, to create any additional obligations not otherwise imposed by this section nor detract from any existing obligation.

^[1] Material safety data sheets must be kept for those chemicals currently in use that are effected by the Hazard Communication Standard in accordance with 29 CFR 1910.1200(g).

[61 FR 5507, Feb. 13, 1996; 61 FR 9227, March 7, 1996; 61 FR 31427, June 20, 1996; 71 FR 16673, April 3, 2006; 76 FR 33608, June 8, 2011]

UNITED STATES DEPARTMENT OF LABOR

Occupational Safety & Health Administration
200 Constitution Ave NW
Washington, DC 20210
800-321-6742 (OSHA)
TTY
www.OSHA.gov

FEDERAL GOVERNMENT

White House
Severe Storm and Flood Recovery
Assistance
Disaster Recovery Assistance
DisasterAssistance.gov

[USA.gov](#)

[No Fear Act Data](#)

[U.S. Office of Special Counsel](#)

OCCUPATIONAL SAFETY & HEALTH

[Frequently Asked
Questions](#)

[A - Z Index](#)

[Freedom of
Information Act -
OSHA](#)

[Read The OSHA
Newsletter](#)

[Subscribe to the
OSHA Newsletter](#)

[OSHA Publications](#)

[Office of Inspector
General](#)

ABOUT THIS SITE

[Freedom of Information Act - DOL](#)

[Privacy & Security Statement](#)

[Disclaimers](#)

[Important Web Site Notices](#)

[Plug-ins Used by DOL](#)

[Accessibility Statement](#)

OSHA CFR 1910.269

1910.269 - Electric power generation, transmission, and distribution. | Occupational Safety and Health Administration ([osha.gov](https://www.osha.gov))

By Standard Number / 1910.269 - Electric power generation, transmission, and distribution.

- **Part Number:** 1910
- **Part Number Title:** Occupational Safety and Health Standards
- **Subpart:** 1910 Subpart R
- **Subpart Title:** Special Industries
- **Standard Number:** 1910.269
- **Title:** Electric power generation, transmission, and distribution.
- **Appendix:** A; B; C; D; E; F; G
- **GPO Source:** e-CFR

For paragraphs 1910.269(n)(7) to 1910.269(x), see **1910.269 - page 2**.

1910.269(a)

General—

1910.269(a)(1)

Application.

1910.269(a)(1)(i)

This section covers the operation and maintenance of electric power generation, control, transformation, transmission, and distribution lines and equipment. These provisions apply to:

1910.269(a)(1)(i)(A)

Power generation, transmission, and distribution installations, including related equipment for the purpose of communication or metering that are accessible only to qualified employees;

NOTE TO PARAGRAPH (a)(1)(i)(A): The types of installations covered by this paragraph include the generation, transmission, and distribution installations of electric utilities, as well as equivalent installations of industrial establishments. Subpart S of this part covers supplementary electric generating equipment that is used to supply a workplace for emergency, standby, or similar purposes only. (See paragraph (a)(1)(i)(B) of this section.)

1910.269(a)(1)(i)(B)

Other installations at an electric power generating station, as follows:

1910.269(a)(1)(i)(B)(1)

Fuel and ash handling and processing installations, such as coal conveyors,

1910.269(a)(1)(i)(B)(2)

Water and steam installations, such as penstocks, pipelines, and tanks, providing a source of energy for electric generators, and

1910.269(a)(1)(i)(B)(3)

Chlorine and hydrogen systems;

1910.269(a)(1)(i)(C)

Test sites where employees perform electrical testing involving temporary measurements associated with electric power generation, transmission, and distribution in laboratories, in the field, in substations, and on lines, as opposed to metering, relaying, and routine line work;

1910.269(a)(1)(i)(D)

Work on, or directly associated with, the installations covered in paragraphs (a)(1)(i)(A) through (a)(1)(i)(C) of this section; and

1910.269(a)(1)(i)(E)

Line-clearance tree trimming performed for the purpose of clearing space around electric power generation, transmission, or distribution lines or equipment and on behalf of an organization that operates, or that controls the operating procedures for, those lines or equipment, as follows:

1910.269(a)(1)(i)(E)(1)

Entire §1910.269, except paragraph (r)(1) of this section, applies to line-clearance tree trimming covered by the introductory text to paragraph (a)(1)(i)(E) of the section when performed by qualified employees (those who are knowledgeable in the construction and operation of the electric power generation, transmission, or distribution equipment involved, along with the associated hazards).

1910.269(a)(1)(i)(E)(2)

Paragraphs (a)(2), (a)(3), (b), (c), (g), (k), (p), and (r) of this section apply to line-clearance tree trimming covered by the introductory text to paragraph (a)(1)(i)(E) of this section when performed by line-clearance tree trimmers who are not qualified employees.

1910.269(a)(1)(ii)

Notwithstanding paragraph (a)(1)(i) of this section, §1910.269 of this part does not apply:

1910.269(a)(1)(ii)(A)

To construction work, as defined in §1910.12 of this part, except for line-clearance tree trimming and work involving electric power generation installations as specified in §1926.950(a)(3) of this chapter; or

1910.269(a)(1)(ii)(B)

To electrical installations, electrical safety-related work practices, or electrical maintenance considerations covered by subpart S of this part.

NOTE 1 TO PARAGRAPH (a)(1)(ii)(B): The Occupational Safety and Health Administration considers work practices conforming to §§1910.332 through 1910.335 as complying with the electrical safety-related work-practice requirements of §1910.269 identified in Table 1 of appendix A-2 to this section, provided that employers are performing the work on a generation or distribution installation meeting

§§1910.303 through 1910.308. This table also identifies provisions in §1910.269 that apply to work by qualified persons directly on, or associated with, installations of electric power generation, transmission, and distribution lines or equipment, regardless of compliance with §§1910.332 through 1910.335.

NOTE 2 TO PARAGRAPH (a)(1)(ii)(B): The Occupational Safety and Health Administration considers work practices performed by qualified persons and conforming to §1910.269 as complying with §§1910.333(c) and 1910.335.

1910.269(a)(1)(iii)

This section applies in addition to all other applicable standards contained in this part 1910. Employers covered under this section are not exempt from complying with other applicable provisions in part 1910 by the operation of §1910.5(c). Specific references in this section to other sections of part 1910 are for emphasis only.

1910.269(a)(2)

Training.

1910.269(a)(2)(i)

All employees performing work covered by this section shall be trained as follows:

1910.269(a)(2)(i)(A)

Each employee shall be trained in, and familiar with, the safety-related work practices, safety procedures, and other safety requirements in this section that pertain to his or her job assignments.

1910.269(a)(2)(i)(B)

Each employee shall also be trained in and familiar with any other safety practices, including applicable emergency procedures (such as pole-top and manhole rescue), that are not specifically addressed by this section but that are related to his or her work and are necessary for his or her safety.

1910.269(a)(2)(i)(C)

The degree of training shall be determined by the risk to the employee for the hazard involved.

1910.269(a)(2)(ii)

Each qualified employee shall also be trained and competent in:

1910.269(a)(2)(ii)(A)

The skills and techniques necessary to distinguish exposed live parts from other parts of electric equipment,

1910.269(a)(2)(ii)(B)

The skills and techniques necessary to determine the nominal voltage of exposed live parts,

1910.269(a)(2)(ii)(C)

The minimum approach distances specified in this section corresponding to the voltages to which the qualified employee will be exposed and the skills and techniques necessary to maintain those distances,

1910.269(a)(2)(ii)(D)

The proper use of the special precautionary techniques, personal protective equipment, insulating and shielding materials, and insulated tools for working on or near exposed energized parts of electric equipment, and

1910.269(a)(2)(ii)(E)

The recognition of electrical hazards to which the employee may be exposed and the skills and techniques necessary to control or avoid these hazards.

NOTE TO PARAGRAPH (a)(2)(ii): For the purposes of this section, a person must have the training required by paragraph (a)(2)(ii) of this section to be considered a qualified person.

1910.269(a)(2)(iii)

Each line-clearance tree trimmer who is not a qualified employee shall also be trained and competent in:

1910.269(a)(2)(iii)(A)

The skills and techniques necessary to distinguish exposed live parts from other parts of electric equipment,

1910.269(a)(2)(iii)(B)

The skills and techniques necessary to determine the nominal voltage of exposed live parts, and

1910.269(a)(2)(iii)(C)

The minimum approach distances specified in this section corresponding to the voltages to which the employee will be exposed and the skills and techniques necessary to maintain those distances.

1910.269(a)(2)(iv)

The employer shall determine, through regular supervision and through inspections conducted on at least an annual basis, that each employee is complying with the safety-related work practices required by this section.

1910.269(a)(2)(v)

An employee shall receive additional training (or retraining) under any of the following conditions:

1910.269(a)(2)(v)(A)

If the supervision or annual inspections required by paragraph (a)(2)(iv) of this section indicate that the employee is not complying with the safety-related work practices required by this section, or

1910.269(a)(2)(v)(B)

If new technology, new types of equipment, or changes in procedures necessitate the use of safety-related work practices that are different from those which the employee would normally use, or

1910.269(a)(2)(v)(C)

If he or she must employ safety-related work practices that are not normally used during his or her regular job duties.

NOTE TO PARAGRAPH (a)(2)(v)(C): The Occupational Safety and Health Administration considers tasks that are performed less often than once per year to necessitate retraining before the performance of the work practices involved.

1910.269(a)(2)(vi)

The training required by paragraph (a)(2) of this section shall be of the classroom or on-the-job type.

1910.269(a)(2)(vii)

The training shall establish employee proficiency in the work practices required by this section and shall introduce the procedures necessary for compliance with this section.

1910.269(a)(2)(viii)

The employer shall ensure that each employee has demonstrated proficiency in the work practices involved before that employee is considered as having completed the training required by paragraph (a)(2) of this section.

NOTE 1 TO PARAGRAPH (a)(2)(viii): Though they are not required by this paragraph, employment records that indicate that an employee has successfully completed the required training are one way of keeping track of when an employee has demonstrated proficiency.

NOTE 2 TO PARAGRAPH (a)(2)(viii): For an employee with previous training, an employer may determine that that employee has demonstrated the proficiency required by this paragraph using the following process:

- (1) Confirm that the employee has the training required by paragraph (a)(2) of this section,
- (2) Use an examination or interview to make an initial determination that the employee understands the relevant safety-related work practices before he or she performs any work covered by this section, and
- (3) Supervise the employee closely until that employee has demonstrated proficiency as required by this paragraph.

1910.269(a)(3)

Information transfer.

1910.269(a)(3)(i)

Before work begins, the host employer shall inform contract employers of:

1910.269(a)(3)(i)(A)

The characteristics of the host employer's installation that are related to the safety of the work to be performed and are listed in paragraphs (a)(4)(i) through (a)(4)(v) of this section;

NOTE TO PARAGRAPH (a)(3)(i)(A): This paragraph requires the host employer to obtain information listed in paragraphs (a)(4)(i) through (a)(4)(v) of this section if it does not have this information in existing records.

1910.269(a)(3)(i)(B)

Conditions that are related to the safety of the work to be performed, that are listed in paragraphs (a)(4)

(vi) through (a)(4)(viii) of this section, and that are known to the host employer;

NOTE TO PARAGRAPH (a)(3)(i)(B): For the purposes of this paragraph, the host employer need only provide information to contract employers that the host employer can obtain from its existing records through the exercise of reasonable diligence. This paragraph does not require the host employer to make inspections of worksite conditions to obtain this information.

1910.269(a)(3)(i)(C)

Information about the design and operation of the host employer's installation that the contract employer needs to make the assessments required by this section; and

NOTE TO PARAGRAPH (a)(3)(i)(C): This paragraph requires the host employer to obtain information about the design and operation of its installation that contract employers need to make required assessments if it does not have this information in existing records.

1910.269(a)(3)(i)(D)

Any other information about the design and operation of the host employer's installation that is known by the host employer, that the contract employer requests, and that is related to the protection of the contract employer's employees.

NOTE TO PARAGRAPH (a)(3)(i)(D): For the purposes of this paragraph, the host employer need only provide information to contract employers that the host employer can obtain from its existing records through the exercise of reasonable diligence. This paragraph does not require the host employer to make inspections of worksite conditions to obtain this information.

1910.269(a)(3)(ii)

Contract employers shall comply with the following requirements:

1910.269(a)(3)(ii)(A)

The contract employer shall ensure that each of its employees is instructed in the hazardous conditions relevant to the employee's work that the contract employer is aware of as a result of information communicated to the contract employer by the host employer under paragraph (a)(3)(i) of this section.

1910.269(a)(3)(ii)(B)

Before work begins, the contract employer shall advise the host employer of any unique hazardous conditions presented by the contract employer's work.

1910.269(a)(3)(ii)(C)

The contract employer shall advise the host employer of any unanticipated hazardous conditions found during the contract employer's work that the host employer did not mention under paragraph (a)(3)(i) of this section. The contract employer shall provide this information to the host employer within 2 working days after discovering the hazardous condition.

1910.269(a)(3)(iii)

The contract employer and the host employer shall coordinate their work rules and procedures so that each employee of the contract employer and the host employer is protected as required by this section.

1910.269(a)(4)

Existing characteristics and conditions. Existing characteristics and conditions of electric lines and equipment that are related to the safety of the work to be performed shall be determined before work on or near the lines or equipment is started. Such characteristics and conditions include, but are not limited to:

1910.269(a)(4)(i)

The nominal voltages of lines and equipment,

1910.269(a)(4)(ii)

The maximum switching-transient voltages,

1910.269(a)(4)(iii)

The presence of hazardous induced voltages,

1910.269(a)(4)(iv)

The presence of protective grounds and equipment grounding conductors,

1910.269(a)(4)(v)

The locations of circuits and equipment, including electric supply lines, communication lines, and fire-protective signaling circuits,

1910.269(a)(4)(vi)

The condition of protective grounds and equipment grounding conductors,

1910.269(a)(4)(vii)

The condition of poles, and

1910.269(a)(4)(viii)

Environmental conditions relating to safety.

1910.269(b)

Medical services and first aid. The employer shall provide medical services and first aid as required in §1910.151. In addition to the requirements of §1910.151, the following requirements also apply:

1910.269(b)(1)

First-aid training. When employees are performing work on, or associated with, exposed lines or equipment energized at 50 volts or more, persons with first-aid training shall be available as follows:

1910.269(b)(1)(i)

For field work involving two or more employees at a work location, at least two trained persons shall be available. However, for line-clearance tree trimming performed by line-clearance tree trimmers who are not qualified employees, only one trained person need be available if all new employees are trained in first aid within 3 months of their hiring dates.

1910.269(b)(1)(ii)

For fixed work locations such as substations, the number of trained persons available shall be sufficient to ensure that each employee exposed to electric shock can be reached within 4 minutes by a trained person. However, where the existing number of employees is insufficient to meet this requirement (at a remote substation, for example), each employee at the work location shall be a trained employee.

1910.269(b)(2)

First-aid supplies. First-aid supplies required by §1910.151(b) shall be placed in weatherproof containers if the supplies could be exposed to the weather.

1910.269(b)(3)

First-aid kits. The employer shall maintain each first-aid kit, shall ensure that it is readily available for use, and shall inspect it frequently enough to ensure that expended items are replaced. The employer also shall inspect each first aid kit at least once per year.

1910.269(c)

Job briefing—

1910.269(c)(1)

Before each job.

1910.269(c)(1)(i)

In assigning an employee or a group of employees to perform a job, the employer shall provide the employee in charge of the job with all available information that relates to the determination of existing characteristics and conditions required by paragraph (a)(4) of this section.

1910.269(c)(1)(ii)

The employer shall ensure that the employee in charge conducts a job briefing that meets paragraphs (c)(2), (c)(3), and (c)(4) of this section with the employees involved before they start each job.

1910.269(c)(2)

Subjects to be covered. The briefing shall cover at least the following subjects: hazards associated with the job, work procedures involved, special precautions, energy-source controls, and personal protective equipment requirements.

1910.269(c)(3)

Number of briefings.

1910.269(c)(3)(i)

If the work or operations to be performed during the work day or shift are repetitive and similar, at least one job briefing shall be conducted before the start of the first job of each day or shift.

1910.269(c)(3)(ii)

Additional job briefings shall be held if significant changes, which might affect the safety of the employees, occur during the course of the work.

1910.269(c)(4)

Extent of briefing.

1910.269(c)(4)(i)

A brief discussion is satisfactory if the work involved is routine and if the employees, by virtue of training and experience, can reasonably be expected to recognize and avoid the hazards involved in the job.

1910.269(c)(4)(ii)

A more extensive discussion shall be conducted:

1910.269(c)(4)(ii)(A)

If the work is complicated or particularly hazardous, or

1910.269(c)(4)(ii)(B)

If the employee cannot be expected to recognize and avoid the hazards involved in the job.

NOTE TO PARAGRAPH (c)(4): The briefing must address all the subjects listed in paragraph (c)(2) of this section.

1910.269(c)(5)

Working alone. An employee working alone need not conduct a job briefing. However, the employer shall ensure that the tasks to be performed are planned as if a briefing were required.

1910.269(d)

Hazardous energy control (lockout/tagout) procedures—

1910.269(d)(1)

Application. The provisions of paragraph (d) of this section apply to the use of lockout/tagout procedures for the control of energy sources in installations for the purpose of electric power generation, including related equipment for communication or metering. Locking and tagging procedures for the deenergizing of electric energy sources which are used exclusively for purposes of transmission and distribution are addressed by paragraph (m) of this section.

NOTE TO PARAGRAPH (d)(1): Installations in electric power generation facilities that are not an integral part of, or inextricably commingled with, power generation processes or equipment are covered under §1910.147 and Subpart S of this part.

1910.269(d)(2)

General.

1910.269(d)(2)(i)

The employer shall establish a program consisting of energy control procedures, employee training, and periodic inspections to ensure that, before any employee performs any servicing or maintenance on a machine or equipment where the unexpected energizing, start up, or release of stored energy could occur and cause injury, the machine or equipment is isolated from the energy source and rendered inoperative.

1910.269(d)(2)(ii)

The employer's energy control program under paragraph (d)(2) of this section shall meet the following requirements:

1910.269(d)(2)(ii)(A)

If an energy isolating device is not capable of being locked out, the employer's program shall use a tagout system.

1910.269(d)(2)(ii)(B)

If an energy isolating device is capable of being locked out, the employer's program shall use lockout, unless the employer can demonstrate that the use of a tagout system will provide full employee protection as follows:

1910.269(d)(2)(ii)(B)(1)

When a tagout device is used on an energy isolating device which is capable of being locked out, the tagout device shall be attached at the same location that the lockout device would have been attached, and the employer shall demonstrate that the tagout program will provide a level of safety equivalent to that obtained by the use of a lockout program.

1910.269(d)(2)(ii)(B)(2)

In demonstrating that a level of safety is achieved in the tagout program equivalent to the level of safety obtained by the use of a lockout program, the employer shall demonstrate full compliance with all tagout-related provisions of this standard together with such additional elements as are necessary to provide the equivalent safety available from the use of a lockout device. Additional means to be considered as part of the demonstration of full employee protection shall include the implementation of additional safety measures such as the removal of an isolating circuit element, blocking of a controlling switch, opening of an extra disconnecting device, or the removal of a valve handle to reduce the likelihood of inadvertent energizing.

1910.269(d)(2)(ii)(C)

After November 1, 1994, whenever replacement or major repair, renovation, or modification of a machine or equipment is performed, and whenever new machines or equipment are installed, energy isolating devices for such machines or equipment shall be designed to accept a lockout device.

1910.269(d)(2)(iii)

Procedures shall be developed, documented, and used for the control of potentially hazardous energy covered by paragraph (d) of this section.

1910.269(d)(2)(iv)

The procedure shall clearly and specifically outline the scope, purpose, responsibility, authorization, rules, and techniques to be applied to the control of hazardous energy, and the measures to enforce compliance including, but not limited to, the following:

1910.269(d)(2)(iv)(A)

A specific statement of the intended use of this procedure;

1910.269(d)(2)(iv)(B)

Specific procedural steps for shutting down, isolating, blocking and securing machines or equipment to control hazardous energy;

1910.269(d)(2)(iv)(C)

Specific procedural steps for the placement, removal, and transfer of lockout devices or tagout devices and the responsibility for them; and

1910.269(d)(2)(iv)(D)

Specific requirements for testing a machine or equipment to determine and verify the effectiveness of lockout devices, tagout devices, and other energy control measures.

1910.269(d)(2)(v)

The employer shall conduct a periodic inspection of the energy control procedure at least annually to ensure that the procedure and the provisions of paragraph (d) of this section are being followed.

1910.269(d)(2)(v)(A)

The periodic inspection shall be performed by an authorized employee who is not using the energy control procedure being inspected.

1910.269(d)(2)(v)(B)

The periodic inspection shall be designed to identify and correct any deviations or inadequacies.

1910.269(d)(2)(v)(C)

If lockout is used for energy control, the periodic inspection shall include a review, between the inspector and each authorized employee, of that employee's responsibilities under the energy control procedure being inspected.

1910.269(d)(2)(v)(D)

Where tagout is used for energy control, the periodic inspection shall include a review, between the inspector and each authorized and affected employee, of that employee's responsibilities under the energy control procedure being inspected, and the elements set forth in paragraph (d)(2)(vii) of this section.

1910.269(d)(2)(v)(E)

The employer shall certify that the inspections required by paragraph (d)(2)(v) of this section have been accomplished. The certification shall identify the machine or equipment on which the energy control procedure was being used, the date of the inspection, the employees included in the inspection, and the person performing the inspection.

NOTE TO PARAGRAPH (d)(2)(v)(E): If normal work schedule and operation records demonstrate adequate inspection activity and contain the required information, no additional certification is required.

1910.269(d)(2)(vi)

The employer shall provide training to ensure that the purpose and function of the energy control program are understood by employees and that the knowledge and skills required for the safe application, usage, and removal of energy controls are acquired by employees. The training shall include the following:

1910.269(d)(2)(vi)(A)

Each authorized employee shall receive training in the recognition of applicable hazardous energy sources, the type and magnitude of energy available in the workplace, and in the methods and means necessary for energy isolation and control.

1910.269(d)(2)(vi)(B)

Each affected employee shall be instructed in the purpose and use of the energy control procedure.

1910.269(d)(2)(vi)(C)

All other employees whose work operations are or may be in an area where energy control procedures may be used shall be instructed about the procedures and about the prohibition relating to attempts to restart or reenergize machines or equipment that are locked out or tagged out.

1910.269(d)(2)(vii)

When tagout systems are used, employees shall also be trained in the following limitations of tags:

1910.269(d)(2)(vii)(A)

Tags are essentially warning devices affixed to energy isolating devices and do not provide the physical restraint on those devices that is provided by a lock.

1910.269(d)(2)(vii)(B)

When a tag is attached to an energy isolating means, it is not to be removed without authorization of the authorized person responsible for it, and it is never to be bypassed, ignored, or otherwise defeated.

1910.269(d)(2)(vii)(C)

Tags must be legible and understandable by all authorized employees, affected employees, and all other employees whose work operations are or may be in the area, in order to be effective.

1910.269(d)(2)(vii)(D)

Tags and their means of attachment must be made of materials which will withstand the environmental conditions encountered in the workplace.

1910.269(d)(2)(vii)(E)

Tags may evoke a false sense of security, and their meaning needs to be understood as part of the overall energy control program.

1910.269(d)(2)(vii)(F)

Tags must be securely attached to energy isolating devices so that they cannot be inadvertently or accidentally detached during use.

1910.269(d)(2)(viii)

Retraining shall be provided by the employer as follows:

1910.269(d)(2)(viii)(A)

Retraining shall be provided for all authorized and affected employees whenever there is a change in their job assignments, a change in machines, equipment, or processes that present a new hazard or whenever there is a change in the energy control procedures.

1910.269(d)(2)(viii)(B)

Retraining shall also be conducted whenever a periodic inspection under paragraph (d)(2)(v) of this section reveals, or whenever the employer has reason to believe, that there are deviations from or inadequacies in an employee's knowledge or use of the energy control procedures.

1910.269(d)(2)(viii)(C)

The retraining shall reestablish employee proficiency and shall introduce new or revised control methods and procedures, as necessary.

1910.269(d)(2)(ix)

The employer shall certify that employee training has been accomplished and is being kept up to date. The certification shall contain each employee's name and dates of training.

1910.269(d)(3)

Protective materials and hardware.

1910.269(d)(3)(i)

Locks, tags, chains, wedges, key blocks, adapter pins, self-locking fasteners, or other hardware shall be provided by the employer for isolating, securing, or blocking of machines or equipment from energy sources.

1910.269(d)(3)(ii)

Lockout devices and tagout devices shall be singularly identified; shall be the only devices used for controlling energy; may not be used for other purposes; and shall meet the following requirements:

1910.269(d)(3)(ii)(A)

Lockout devices and tagout devices shall be capable of withstanding the environment to which they are exposed for the maximum period of time that exposure is expected

1910.269(d)(3)(ii)(A)(1)

Tagout devices shall be constructed and printed so that exposure to weather conditions or wet and damp locations will not cause the tag to deteriorate or the message on the tag to become illegible.

1910.269(d)(3)(ii)(A)(2)

Tagout devices shall be so constructed as not to deteriorate when used in corrosive environments.

1910.269(d)(3)(ii)(B)

Lockout devices and tagout devices shall be standardized within the facility in at least one of the following criteria: color, shape, size. Additionally, in the case of tagout devices, print and format shall be standardized.

1910.269(d)(3)(ii)(C)

Lockout devices shall be substantial enough to prevent removal without the use of excessive force or unusual techniques, such as with the use of bolt cutters or metal cutting tools.

1910.269(d)(3)(ii)(D)

Tagout devices, including their means of attachment, shall be substantial enough to prevent inadvertent or accidental removal. Tagout device attachment means shall be of a non-reusable type, attachable by hand, self-locking, and nonreleasable with a minimum unlocking strength of no less than 50 pounds and shall have the general design and basic characteristics of being at least equivalent to a one-piece, all-environment-tolerant nylon cable tie.

1910.269(d)(3)(ii)(E)

Each lockout device or tagout device shall include provisions for the identification of the employee applying the device.

1910.269(d)(3)(ii)(F)

Tagout devices shall warn against hazardous conditions if the machine or equipment is energized and shall include a legend such as the following: Do Not Start, Do Not Open, Do Not Close, Do Not Energize, Do Not Operate.

NOTE TO PARAGRAPH (d)(3)(ii)(F): For specific provisions covering accident prevention tags, see §1910.145.

1910.269(d)(4)

Energy isolation. Lockout and tagout device application and removal may only be performed by the authorized employees who are performing the servicing or maintenance.

1910.269(d)(5)

Notification. Affected employees shall be notified by the employer or authorized employee of the application and removal of lockout or tagout devices. Notification shall be given before the controls are applied and after they are removed from the machine or equipment.

NOTE TO PARAGRAPH (d)(5): See also paragraph (d)(7) of this section, which requires that the second notification take place before the machine or equipment is reenergized.

1910.269(d)(6)

Lockout/tagout application. The established procedures for the application of energy control (the lockout or tagout procedures) shall include the following elements and actions, and these procedures shall be performed in the following sequence:

1910.269(d)(6)(i)

Before an authorized or affected employee turns off a machine or equipment, the authorized employee shall have knowledge of the type and magnitude of the energy, the hazards of the energy to be controlled, and the method or means to control the energy.

1910.269(d)(6)(ii)

The machine or equipment shall be turned off or shut down using the procedures established for the machine or equipment. An orderly shutdown shall be used to avoid any additional or increased hazards to employees as a result of the equipment stoppage.

1910.269(d)(6)(iii)

All energy isolating devices that are needed to control the energy to the machine or equipment shall be physically located and operated in such a manner as to isolate the machine or equipment from energy sources.

1910.269(d)(6)(iv)

Lockout or tagout devices shall be affixed to each energy isolating device by authorized employees.

1910.269(d)(6)(iv)(A)

Lockout devices shall be attached in a manner that will hold the energy isolating devices in a "safe" or "off" position.

1910.269(d)(6)(iv)(B)

Tagout devices shall be affixed in such a manner as will clearly indicate that the operation or movement of energy isolating devices from the "safe" or "off" position is prohibited.

1910.269(d)(6)(iv)(B)(1)

Where tagout devices are used with energy isolating devices designed with the capability of being locked out, the tag attachment shall be fastened at the same point at which the lock would have been attached.

1910.269(d)(6)(iv)(B)(2)

Where a tag cannot be affixed directly to the energy isolating device, the tag shall be located as close as safely possible to the device, in a position that will be immediately obvious to anyone attempting to operate the device.

1910.269(d)(6)(v)

Following the application of lockout or tagout devices to energy isolating devices, all potentially hazardous stored or residual energy shall be relieved, disconnected, restrained, or otherwise rendered safe.

1910.269(d)(6)(vi)

If there is a possibility of reaccumulation of stored energy to a hazardous level, verification of isolation shall be continued until the servicing or maintenance is completed or until the possibility of such accumulation no longer exists.

1910.269(d)(6)(vii)

Before starting work on machines or equipment that have been locked out or tagged out, the authorized employee shall verify that isolation and deenergizing of the machine or equipment have been accomplished. If normally energized parts will be exposed to contact by an employee while the machine or equipment is deenergized, a test shall be performed to ensure that these parts are deenergized.

1910.269(d)(7)

Release from lockout/tagout. Before lockout or tagout devices are removed and energy is restored to the machine or equipment, procedures shall be followed and actions taken by the authorized employees to ensure the following:

1910.269(d)(7)(i)

The work area shall be inspected to ensure that nonessential items have been removed and that machine or equipment components are operationally intact.

1910.269(d)(7)(ii)

The work area shall be checked to ensure that all employees have been safely positioned or removed.

1910.269(d)(7)(iii)

After lockout or tagout devices have been removed and before a machine or equipment is started, affected employees shall be notified that the lockout or tagout devices have been removed.

1910.269(d)(7)(iv)

Each lockout or tagout device shall be removed from each energy isolating device by the authorized employee who applied the lockout or tagout device. However, if that employee is not available to remove it, the device may be removed under the direction of the employer, provided that specific procedures and training for such removal have been developed, documented, and incorporated into the employer's energy control program. The employer shall demonstrate that the specific procedure provides a degree of safety equivalent to that provided by the removal of the device by the authorized employee who applied it. The specific procedure shall include at least the following elements:

1910.269(d)(7)(iv)(A)

Verification by the employer that the authorized employee who applied the device is not at the facility;

1910.269(d)(7)(iv)(B)

Making all reasonable efforts to contact the authorized employee to inform him or her that his or her lockout or tagout device has been removed; and

1910.269(d)(7)(iv)(C)

Ensuring that the authorized employee has this knowledge before he or she resumes work at that facility.

1910.269(d)(8)

Additional requirements.

1910.269(d)(8)(i)

If the lockout or tagout devices must be temporarily removed from energy isolating devices and the machine or equipment must be energized to test or position the machine, equipment, or component thereof, the following sequence of actions shall be followed:

1910.269(d)(8)(i)(A)

Clear the machine or equipment of tools and materials in accordance with paragraph (d)(7)(i) of this section;

1910.269(d)(8)(i)(B)

Remove employees from the machine or equipment area in accordance with paragraphs (d)(7)(ii) and (d)(7)(iii) of this section;

1910.269(d)(8)(i)(C)

Remove the lockout or tagout devices as specified in paragraph (d)(7)(iv) of this section;

1910.269(d)(8)(i)(D)

Energize and proceed with the testing or positioning; and

1910.269(d)(8)(i)(E)

Deenergize all systems and reapply energy control measures in accordance with paragraph (d)(6) of this section to continue the servicing or maintenance.

1910.269(d)(8)(ii)

When servicing or maintenance is performed by a crew, craft, department, or other group, they shall use a procedure which affords the employees a level of protection equivalent to that provided by the implementation of a personal lockout or tagout device. Group lockout or tagout devices shall be used in accordance with the procedures required by paragraphs (d)(2)(iii) and (d)(2)(iv) of this section including, but not limited to, the following specific requirements:

1910.269(d)(8)(ii)(A)

Primary responsibility shall be vested in an authorized employee for a set number of employees working under the protection of a group lockout or tagout device (such as an operations lock);

1910.269(d)(8)(ii)(B)

Provision shall be made for the authorized employee to ascertain the exposure status of all individual group members with regard to the lockout or tagout of the machine or equipment;

1910.269(d)(8)(ii)(C)

When more than one crew, craft, department, or other group is involved, assignment of overall job-associated lockout or tagout control responsibility shall be given to an authorized employee designated to coordinate affected work forces and ensure continuity of protection; and

1910.269(d)(8)(ii)(D)

Each authorized employee shall affix a personal lockout or tagout device to the group lockout device, group lockbox, or comparable mechanism when he or she begins work and shall remove those devices when he or she stops working on the machine or equipment being serviced or maintained.

1910.269(d)(8)(iii)

Procedures shall be used during shift or personnel changes to ensure the continuity of lockout or tagout protection, including provision for the orderly transfer of lockout or tagout device protection between off-going and on-coming employees, to minimize their exposure to hazards from the unexpected energizing or start-up of the machine or equipment or from the release of stored energy.

1910.269(d)(8)(iv)

Whenever outside servicing personnel are to be engaged in activities covered by paragraph (d) of this section, the on-site employer and the outside employer shall inform each other of their respective lockout or tagout procedures, and each employer shall ensure that his or her personnel understand and comply with restrictions and prohibitions of the energy control procedures being used.

1910.269(d)(8)(v)

If energy isolating devices are installed in a central location and are under the exclusive control of a system operator, the following requirements apply:

1910.269(d)(8)(v)(A)

The employer shall use a procedure that affords employees a level of protection equivalent to that provided by the implementation of a personal lockout or tagout device.

1910.269(d)(8)(v)(B)

The system operator shall place and remove lockout and tagout devices in place of the authorized employee under paragraphs (d)(4), (d)(6)(iv), and (d)(7)(iv) of this section.

1910.269(d)(8)(v)(C)

Provisions shall be made to identify the authorized employee who is responsible for (that is, being protected by) the lockout or tagout device, to transfer responsibility for lockout and tagout devices, and to ensure that an authorized employee requesting removal or transfer of a lockout or tagout device is the one responsible for it before the device is removed or transferred.

NOTE TO PARAGRAPH (d): Lockout and tagging procedures that comply with paragraphs (c) through (f) of §1910.147 will also be deemed to comply with paragraph (d) of this section if the procedures address the hazards covered by paragraph (d) of this section.

1910.269(e)

Enclosed spaces. This paragraph covers enclosed spaces that may be entered by employees. It does not apply to vented vaults if the employer makes a determination that the ventilation system is operating to protect employees before they enter the space. This paragraph applies to routine entry into enclosed spaces in lieu of the permit-space entry requirements contained in paragraphs (d) through (k) of §1910.146. If, after the employer takes the precautions given in paragraphs (e) and (t) of this section, the hazards remaining in the enclosed space endanger the life of an entrant or could interfere with an entrant's escape from the space, then entry into the enclosed space shall meet the permit-space entry requirements of paragraphs (d) through (k) of §1910.146.

1910.269(e)(1)

Safe work practices. The employer shall ensure the use of safe work practices for entry into, and work in, enclosed spaces and for rescue of employees from such spaces.

1910.269(e)(2)

Training. Each employee who enters an enclosed space or who serves as an attendant shall be trained in the hazards of enclosed-space entry, in enclosed-space entry procedures, and in enclosed-space rescue procedures.

1910.269(e)(3)

Rescue equipment. Employers shall provide equipment to ensure the prompt and safe rescue of employees from the enclosed space.

1910.269(e)(4)

Evaluating potential hazards. Before any entrance cover to an enclosed space is removed, the employer shall determine whether it is safe to do so by checking for the presence of any atmospheric pressure or temperature differences and by evaluating whether there might be a hazardous atmosphere in the space. Any conditions making it unsafe to remove the cover shall be eliminated before the cover is removed.

NOTE TO PARAGRAPH (e)(4): The determination called for in this paragraph may consist of a check of the conditions that might foreseeably be in the enclosed space. For example, the cover could be checked to see if it is hot and, if it is fastened in place, could be loosened gradually to release any residual pressure. An evaluation also needs to be made of whether conditions at the site could cause a hazardous atmosphere, such as an oxygen-deficient or flammable atmosphere, to develop within the space.

1910.269(e)(5)

Removing covers. When covers are removed from enclosed spaces, the opening shall be promptly guarded by a railing, temporary cover, or other barrier designed to prevent an accidental fall through the opening and to protect employees working in the space from objects entering the space.

1910.269(e)(6)

Hazardous atmosphere. Employees may not enter any enclosed space while it contains a hazardous atmosphere, unless the entry conforms to the permit-required confined spaces standard in §1910.146.

1910.269(e)(7)

Attendants. While work is being performed in the enclosed space, an attendant with first-aid training shall be immediately available outside the enclosed space to provide assistance if a hazard exists because of traffic patterns in the area of the opening used for entry. The attendant is not precluded from performing other duties outside the enclosed space if these duties do not distract the attendant from: monitoring employees within the space or ensuring that it is safe for employees to enter and exit the space.

NOTE TO PARAGRAPH (e)(7): See paragraph (t) of this section for additional requirements on attendants for work in manholes and vaults.

1910.269(e)(8)

Calibration of test instruments. Test instruments used to monitor atmospheres in enclosed spaces shall be kept in calibration and shall have a minimum accuracy of ± 10 percent.

1910.269(e)(9)

Testing for oxygen deficiency. Before an employee enters an enclosed space, the atmosphere in the enclosed space shall be tested for oxygen deficiency with a direct-reading meter or similar instrument, capable of collection and immediate analysis of data samples without the need for offsite evaluation. If

continuous forced-air ventilation is provided, testing is not required provided that the procedures used ensure that employees are not exposed to the hazards posed by oxygen deficiency.

1910.269(e)(10)

Testing for flammable gases and vapors. Before an employee enters an enclosed space, the internal atmosphere shall be tested for flammable gases and vapors with a direct-reading meter or similar instrument capable of collection and immediate analysis of data samples without the need for off-site evaluation. This test shall be performed after the oxygen testing and ventilation required by paragraph (e)(9) of this section demonstrate that there is sufficient oxygen to ensure the accuracy of the test for flammability.

1910.269(e)(11)

Ventilation, and monitoring for flammable gases or vapors. If flammable gases or vapors are detected or if an oxygen deficiency is found, forced-air ventilation shall be used to maintain oxygen at a safe level and to prevent a hazardous concentration of flammable gases and vapors from accumulating. A continuous monitoring program to ensure that no increase in flammable gas or vapor concentration above safe levels occurs may be followed in lieu of ventilation if flammable gases or vapors are initially detected at safe levels.

NOTE TO PARAGRAPH (e)(11): See the definition of "hazardous atmosphere" for guidance in determining whether a specific concentration of a substance is hazardous.

1910.269(e)(12)

Specific ventilation requirements. If continuous forced-air ventilation is used, it shall begin before entry is made and shall be maintained long enough for the employer to be able to demonstrate that a safe atmosphere exists before employees are allowed to enter the work area. The forced-air ventilation shall be so directed as to ventilate the immediate area where employees are present within the enclosed space and shall continue until all employees leave the enclosed space.

1910.269(e)(13)

Air supply. The air supply for the continuous forced-air ventilation shall be from a clean source and may not increase the hazards in the enclosed space.

1910.269(e)(14)

Open flames. If open flames are used in enclosed spaces, a test for flammable gases and vapors shall be made immediately before the open flame device is used and at least once per hour while the device is used in the space. Testing shall be conducted more frequently if conditions present in the enclosed space indicate that once per hour is insufficient to detect hazardous accumulations of flammable gases or vapors.

NOTE TO PARAGRAPH (e)(14): See the definition of "hazardous atmosphere" for guidance in determining whether a specific concentration of a substance is hazardous.

NOTE TO PARAGRAPH (e): Entries into enclosed spaces conducted in accordance with the permit-space entry requirements of paragraphs (d) through (k) of §1910.146 are considered as complying with paragraph (e) of this section.

1910.269(f)

Excavations. Excavation operations shall comply with Subpart P of Part 1926 of this chapter.

1910.269(g)

Personal protective equipment—

1910.269(g)(1)

General. Personal protective equipment shall meet the requirements of Subpart I of this part.

NOTE TO PARAGRAPH (g)(1) OF THIS SECTION: Paragraph (h) of §1910.132 sets employer payment obligations for the personal protective equipment required by this section, including, but not limited to, the fall protection equipment required by paragraph (g)(2) of this section, the electrical protective equipment required by paragraph (l)(3) of this section, and the flame-resistant and arc-rated clothing and other protective equipment required by paragraph (l)(8) of this section.

1910.269(g)(2)

Fall protection.

1910.269(g)(2)(i)

Personal fall arrest systems shall meet the requirements of subpart I of this part.

1910.269(g)(2)(ii)

Personal fall arrest equipment used by employees who are exposed to hazards from flames or electric arcs, as determined by the employer under paragraph (l)(8)(i) of this section, shall be capable of passing a drop test equivalent to that required by paragraph (g)(2)(iii)(L) of this section after exposure to an electric arc with a heat energy of 40 ± 5 cal/cm².

1910.269(g)(2)(iii)

Body belts and positioning straps for work-positioning equipment shall meet the following requirements:

1910.269(g)(2)(iii)(A)

Hardware for body belts and positioning straps shall meet the following requirements:

1910.269(g)(2)(iii)(A)(1)

Hardware shall be made of drop-forged steel, pressed steel, formed steel, or equivalent material.

1910.269(g)(2)(iii)(A)(2)

Hardware shall have a corrosion-resistant finish.

1910.269(g)(2)(iii)(A)(3)

Hardware surfaces shall be smooth and free of sharp edges.

1910.269(g)(2)(iii)(B)

Buckles shall be capable of withstanding an 8.9-kilonewton (2,000-pound-force) tension test with a maximum permanent deformation no greater than 0.4 millimeters (0.0156 inches).

1910.269(g)(2)(iii)(C)

D rings shall be capable of withstanding a 22-kilonewton (5,000-pound-force) tensile test without cracking or breaking.

1910.269(g)(2)(iii)(D)

Snaphooks shall be capable of withstanding a 22-kilonewton (5,000-pound-force) tension test without failure.

NOTE TO PARAGRAPH (g)(2)(iii)(D): Distortion of the snaphook sufficient to release the keeper is considered to be tensile failure of a snaphook.

1910.269(g)(2)(iii)(E)

Top grain leather or leather substitute may be used in the manufacture of body belts and positioning straps; however, leather and leather substitutes may not be used alone as a load-bearing component of the assembly.

1910.269(g)(2)(iii)(F)

Plied fabric used in positioning straps and in load-bearing parts of body belts shall be constructed in such a way that no raw edges are exposed and the plies do not separate.

1910.269(g)(2)(iii)(G)

Positioning straps shall be capable of withstanding the following tests:

1910.269(g)(2)(iii)(G)(1)

A dielectric test of 819.7 volts, AC, per centimeter (25,000 volts per foot) for 3 minutes without visible deterioration;

1910.269(g)(2)(iii)(G)(2)

A leakage test of 98.4 volts, AC, per centimeter (3,000 volts per foot) with a leakage current of no more than 1 mA;

NOTE TO PARAGRAPH (g)(2)(iii)(G)(1) AND (g)(2)(iii)(G)(2): Positioning straps that pass direct-current tests at equivalent voltages are considered as meeting this requirement.

1910.269(g)(2)(iii)(G)(3)

Tension tests of 20 kilonewtons (4,500 pounds-force) for sections free of buckle holes and of 15 kilonewtons (3,500 pounds-force) for sections with buckle holes;

1910.269(g)(2)(iii)(G)(4)

A buckle-tear test with a load of 4.4 kilonewtons (1,000 pounds-force); and

1910.269(g)(2)(iii)(G)(5)

A flammability test in accordance with Table R-2.

Table R-2—Flammability Test

Test method	Criteria for passing the test
Vertically suspend a 500-mm (19.7-inch) length of strapping supporting a 100-kg (220.5-lb) weight Use a butane or propane burner with a 76-mm (3-inch) flame.	Any flames on the positioning strap shall self extinguish. The positioning strap shall continue to support the 100-kg (220.5-lb) mass.
Direct the flame to an edge of the strapping at a distance of 25 mm (1 inch)	
Remove the flame after 5 seconds	
Wait for any flames on the positioning strap to stop burning	

1910.269(g)(2)(iii)(H)

The cushion part of the body belt shall contain no exposed rivets on the inside and shall be at least 76 millimeters (3 inches) in width.

1910.269(g)(2)(iii)(I)

Tool loops shall be situated on the body of a body belt so that the 100 millimeters (4 inches) of the body belt that is in the center of the back, measuring from D ring to D ring, is free of tool loops and any other attachments.

1910.269(g)(2)(iii)(J)

Copper, steel, or equivalent liners shall be used around the bars of D rings to prevent wear between these members and the leather or fabric enclosing them.

1910.269(g)(2)(iii)(K)

Snaphooks shall be of the locking type meeting the following requirements:

1910.269(g)(2)(iii)(K)(1)

The locking mechanism shall first be released, or a destructive force shall be placed on the keeper, before the keeper will open.

1910.269(g)(2)(iii)(K)(2)

A force in the range of 6.7 N (1.5 lbf) to 17.8 N (4 lbf) shall be required to release the locking mechanism.

1910.269(g)(2)(iii)(K)(3)

With the locking mechanism released and with a force applied on the keeper against the face of the nose, the keeper may not begin to open with a force of 11.2 N (2.5 lbf) or less and shall begin to open with a maximum force of 17.8 N (4 lbf).

1910.269(g)(2)(iii)(L)

Body belts and positioning straps shall be capable of withstanding a drop test as follows:

1910.269(g)(2)(iii)(L)(1)

The test mass shall be rigidly constructed of steel or equivalent material with a mass of 100 kg (220.5 lbm). For work-positioning equipment used by employees weighing more than 140 kg (310 lbm) fully equipped, the test mass shall be increased proportionately (that is, the test mass must equal the mass of the equipped worker divided by 1.4).

1910.269(g)(2)(iii)(L)(2)

For body belts, the body belt shall be fitted snugly around the test mass and shall be attached to the test structure anchorage point by means of a wire rope.

1910.269(g)(2)(iii)(L)(3)

For positioning straps, the strap shall be adjusted to its shortest length possible to accommodate the test and connected to the test-structure anchorage point at one end and to the test mass on the other end.

1910.269(g)(2)(iii)(L)(4)

The test mass shall be dropped an unobstructed distance of 1 meter (39.4 inches) from a supporting structure that will sustain minimal deflection during the test.

1910.269(g)(2)(iii)(L)(5)

Body belts shall successfully arrest the fall of the test mass and shall be capable of supporting the mass after the test.

1910.269(g)(2)(iii)(L)(6)

Positioning straps shall successfully arrest the fall of the test mass without breaking, and the arrest force may not exceed 17.8 kilonewtons (4,000 pounds-force). Additionally, snaphooks on positioning straps may not distort to such an extent that the keeper would release.

NOTE TO PARAGRAPH (g)(2)(iii) OF THIS SECTION: When used by employees weighing no more than 140 kg (310 lbm) fully equipped, body belts and positioning straps that conform to American Society of Testing and Materials Standard Specifications for Personal Climbing Equipment, ASTM F887-12e1, are deemed to be in compliance with paragraph (g)(2)(iii) of this section.

1910.269(g)(2)(iv)

The following requirements apply to the care and use of personal fall protection equipment.

1910.269(g)(2)(iv)(A)

Work-positioning equipment shall be inspected before use each day to determine that the equipment is in safe working condition. Work-positioning equipment that is not in safe working condition may not be used.

NOTE TO PARAGRAPH (g)(2)(iv)(A): Appendix F to this section contains guidelines for inspecting work-positioning equipment.

1910.269(g)(2)(iv)(B)

Personal fall arrest systems shall be used in accordance with subpart I of this part.

NOTE TO PARAGRAPH (g)(2)(iv)(B): Fall protection equipment rigged to arrest falls is considered a fall arrest system and must meet the applicable requirements for the design and use of those systems. Fall protection equipment rigged for work positioning is considered work-positioning equipment and must meet the applicable requirements for the design and use of that equipment.

1910.269(g)(2)(iv)(C)

The employer shall ensure that employees use fall protection systems as follows:

1910.269(g)(2)(iv)(C)(1)

Each employee working from an aerial lift shall use a travel restraint system or a personal fall arrest system.

1910.269(g)(2)(iv)(C)(2)

Except as provided in paragraph (g)(2)(iv)(C)(3) of this section, each employee in elevated locations more than 1.2 meters (4 feet) above the ground on poles, towers, or similar structures shall use a personal fall arrest system, work-positioning equipment, or fall restraint system, as appropriate, if the employer has not provided other fall protection meeting Subpart D of this part.

1910.269(g)(2)(iv)(C)(3)

Until March 31, 2015, a qualified employee climbing or changing location on poles, towers, or similar structures need not use fall protection equipment, unless conditions, such as, but not limited to, ice, high winds, the design of the structure (for example, no provision for holding on with hands), or the presence of contaminants on the structure, could cause the employee to lose his or her grip or footing. On and after April 1, 2015, each qualified employee climbing or changing location on poles, towers, or similar structures must use fall protection equipment unless the employer can demonstrate that climbing or changing location with fall protection is infeasible or creates a greater hazard than climbing or changing location without it.

NOTE 1 TO PARAGRAPHS (g)(2)(iv)(C)(2) AND (g)(2)(iv)(C)(3): These paragraphs apply to structures that support overhead electric power transmission and distribution lines and equipment. They do not apply to portions of buildings, such as loading docks, or to electric equipment, such as transformers and capacitors. Subpart D of this part contains the duty to provide fall protection associated with walking and working surfaces.

NOTE 2 TO PARAGRAPHS (g)(2)(iv)(C)(2) AND (g)(2)(iv)(C)(3): Until the employer ensures that employees are proficient in climbing and the use of fall protection under paragraph (a)(2)(viii) of this section, the employees are not considered "qualified employees" for the purposes of paragraphs (g)(2)(iv)(C)(2) and (g)(2)(iv)(C)(3) of this section. These paragraphs require unqualified employees (including trainees) to use fall protection any time they are more than 1.2 meters (4 feet) above the ground.

1910.269(g)(2)(iv)(D)

On and after April 1, 2015, workpositioning systems shall be rigged so that an employee can free fall no more than 0.6 meters (2 feet).

1910.269(g)(2)(iv)(E)

Anchorage for work-positioning equipment shall be capable of supporting at least twice the potential impact load of an employee's fall, or 13.3 kilonewtons (3,000 pounds-force), whichever is greater.

NOTE TO PARAGRAPH (g)(2)(iv)(E): Wood-pole fall-restriction devices meeting American Society of Testing and Materials *Standard Specifications for Personal Climbing Equipment*, ASTM F887-12^{e1}, are deemed to meet the anchorage-strength requirement when they are used in accordance with manufacturers' instructions.

1910.269(g)(2)(iv)(F)

Unless the snaphook is a locking type and designed specifically for the following connections, snaphooks on work-positioning equipment may not be engaged:

1910.269(g)(2)(iv)(F)(1)

Directly to webbing, rope, or wire rope;

1910.269(g)(2)(iv)(F)(2)

To each other;

1910.269(g)(2)(iv)(F)(3)

To a D ring to which another snaphook or other connector is attached;

1910.269(g)(2)(iv)(F)(4)

To a horizontal lifeline; or

1910.269(g)(2)(iv)(F)(5)

To any object that is incompatibly shaped or dimensioned in relation to the snaphook such that accidental disengagement could occur should the connected object sufficiently depress the snaphook keeper to allow release of the object.

1910.269(h)

Portable ladders and platforms.—

1910.269(h)(1)

General. Requirements for portable ladders contained in Subpart D of this part apply in addition to the requirements of paragraph (h) of this section, except as specifically noted in paragraph (h)(2) of this section.

1910.269(h)(2)

Special ladders and platforms. Portable ladders used on structures or conductors in conjunction with overhead line work need not meet §1910.23(c)(4) and (9). Portable ladders and platforms used on structures or conductors in conjunction with overhead line work shall meet the following requirements:

1910.269(h)(2)(i)

In the configurations in which they are used, portable ladders and platforms shall be capable of supporting without failure at least 2.5 times the maximum intended load.

1910.269(h)(2)(ii)

Portable ladders and platforms may not be loaded in excess of the working loads for which they are designed.

1910.269(h)(2)(iii)

Portable ladders and platforms shall be secured to prevent them from becoming dislodged.

1910.269(h)(2)(iv)

Portable ladders and platforms may be used only in applications for which they are designed.

1910.269(h)(3)

Conductive ladders. Portable metal ladders and other portable conductive ladders may not be used near exposed energized lines or equipment. However, in specialized high-voltage work, conductive ladders shall be used when the employer demonstrates that nonconductive ladders would present a greater hazard to employees than conductive ladders.

1910.269(i)

Hand and portable power equipment—

1910.269(i)(1)

General. Paragraph (i)(2) of this section applies to electric equipment connected by cord and plug. Paragraph (i)(3) of this section applies to portable and vehicle-mounted generators used to supply cord- and plug-connected equipment. Paragraph (i)(4) of this section applies to hydraulic and pneumatic tools.

1910.269(i)(2)

Cord- and plug-connected equipment. Cord- and plug-connected equipment not covered by Subpart S of this part shall comply with one of the following instead of §1910.243(a)(5):

1910.269(i)(2)(i)

The equipment shall be equipped with a cord containing an equipment grounding conductor connected to the equipment frame and to a means for grounding the other end of the conductor (however, this option may not be used where the introduction of the ground into the work environment increases the hazard to an employee); or

1910.269(i)(2)(ii)

The equipment shall be of the double-insulated type conforming to Subpart S of this part; or

1910.269(i)(2)(iii)

The equipment shall be connected to the power supply through an isolating transformer with an ungrounded secondary of not more than 50 volts.

1910.269(i)(3)

Portable and vehicle-mounted generators. Portable and vehicle-mounted generators used to supply cord- and plug-connected equipment covered by paragraph (i)(2) of this section shall meet the following requirements:

1910.269(i)(3)(i)

The generator may only supply equipment located on the generator or the vehicle and cord- and plug-connected equipment through receptacles mounted on the generator or the vehicle.

1910.269(i)(3)(ii)

The non-current-carrying metal parts of equipment and the equipment grounding conductor terminals of the receptacles shall be bonded to the generator frame.

1910.269(i)(3)(iii)

For vehicle-mounted generators, the frame of the generator shall be bonded to the vehicle frame.

1910.269(i)(3)(iv)

Any neutral conductor shall be bonded to the generator frame.

1910.269(i)(4)

Hydraulic and pneumatic tools.

1910.269(i)(4)(i)

Safe operating pressures for hydraulic and pneumatic tools, hoses, valves, pipes, filters, and fittings may not be exceeded.

NOTE TO PARAGRAPH (i)(4)(i): If any hazardous defects are present, no operating pressure is safe, and the hydraulic or pneumatic equipment involved may not be used. In the absence of defects, the maximum rated operating pressure is the maximum safe pressure.

1910.269(i)(4)(ii)

A hydraulic or pneumatic tool used where it may contact exposed energized parts shall be designed and maintained for such use.

1910.269(i)(4)(iii)

The hydraulic system supplying a hydraulic tool used where it may contact exposed live parts shall provide protection against loss of insulating value, for the voltage involved, due to the formation of a partial vacuum in the hydraulic line.

NOTE TO PARAGRAPH (i)(4)(iii): Use of hydraulic lines that do not have check valves and that have a separation of more than 10.7 meters (35 feet) between the oil reservoir and the upper end of the hydraulic system promotes the formation of a partial vacuum.

1910.269(i)(4)(iv)

A pneumatic tool used on energized electric lines or equipment, or used where it may contact exposed live parts, shall provide protection against the accumulation of moisture in the air supply.

1910.269(i)(4)(v)

Pressure shall be released before connections are broken, unless quickacting, self-closing connectors are used.

1910.269(i)(4)(vi)

Employers must ensure that employees do not use any part of their bodies to locate, or attempt to stop, a hydraulic leak.

1910.269(i)(4)(vii)

Hoses may not be kinked.

1910.269(j)

Live-line tools—

1910.269(j)(1)

Design of tools. Live-line tool rods, tubes, and poles shall be designed and constructed to withstand the following minimum tests:

1910.269(j)(1)(i)

If the tool is made of fiberglass-reinforced plastic (FRP), it shall withstand 328,100 volts per meter (100,000 volts per foot) of length for 5 minutes, or

NOTE TO PARAGRAPH (j)(1)(i): Live-line tools using rod and tube that meet ASTM F711-02 (2007), *Standard Specification for Fiberglass-Reinforced Plastic (FRP) Rod and Tube Used in Live Line Tools*, are deemed to comply with paragraph (j)(1) of this section.

1910.269(j)(1)(ii)

If the tool is made of wood, it shall withstand 246,100 volts per meter (75,000 volts per foot) of length for 3 minutes, or

1910.269(j)(1)(iii)

The tool shall withstand other tests that the employer can demonstrate are equivalent.

1910.269(j)(2)

Condition of tools.

1910.269(j)(2)(i)

Each liveline tool shall be wiped clean and visually inspected for defects before use each day.

1910.269(j)(2)(ii)

If any defect or contamination that could adversely affect the insulating qualities or mechanical integrity of the live-line tool is present after wiping, the tool shall be removed from service and examined and tested according to paragraph (j)(2)(iii) of this section before being returned to service.

1910.269(j)(2)(iii)

Live-line tools used for primary employee protection shall be removed from service every 2 years, and whenever required under paragraph (j)(2)(ii) of this section, for examination, cleaning, repair, and testing as follows:

1910.269(j)(2)(iii)(A)

Each tool shall be thoroughly examined for defects.

1910.269(j)(2)(iii)(B)

If a defect or contamination that could adversely affect the insulating qualities or mechanical integrity of the live-line tool is found, the tool shall be repaired and refinished or shall be permanently removed from service. If no such defect or contamination is found, the tool shall be cleaned and waxed.

1910.269(j)(2)(iii)(C)

The tool shall be tested in accordance with paragraphs (j)(2)(iii)(D) and (j)(2)(iii)(E) of this section under the following conditions:

1910.269(j)(2)(iii)(C)(1)

After the tool has been repaired or refinished; and

1910.269(j)(2)(iii)(C)(2)

After the examination if repair or refinishing is not performed, unless the tool is made of FRP rod or foam-filled FRP tube and the employer can demonstrate that the tool has no defects that could cause it to fail during use.

1910.269(j)(2)(iii)(D)

The test method used shall be designed to verify the tool's integrity along its entire working length and, if the tool is made of fiberglass-reinforced plastic, its integrity under wet conditions.

1910.269(j)(2)(iii)(E)

The voltage applied during the tests shall be as follows:

1910.269(j)(2)(iii)(E)(1)

246,100 volts per meter (75,000 volts per foot) of length for 1 minute if the tool is made of fiberglass, or

1910.269(j)(2)(iii)(E)(2)

164,000 volts per meter (50,000 volts per foot) of length for 1 minute if the tool is made of wood, or

1910.269(j)(2)(iii)(E)(3)

Other tests that the employer can demonstrate are equivalent.

NOTE TO PARAGRAPH (j)(2): Guidelines for the examination, cleaning, repairing, and inservice testing of live-line tools are specified in the Institute of Electrical and Electronics Engineers' *IEEE Guide for Maintenance Methods on Energized Power Lines*, IEEE Std 516-2009.

1910.269(k)

Materials handling and storage—

1910.269(k)(1)

General. Materials handling and storage shall comply with applicable materialhandling and material-storage requirements in this part, including those in Subpart N of this part.

1910.269(k)(2)

Materials storage near energized lines or equipment.

1910.269(k)(2)(i)

In areas to which access is not restricted to qualified persons only, materials or equipment may not be stored closer to energized lines or exposed energized parts of equipment than the following distances, plus a distance that provides for the maximum sag and side swing of all conductors and for the height and movement of material-handling equipment:

1910.269(k)(2)(i)(A)

For lines and equipment energized at 50 kilovolts or less, the distance is 3.05 meters (10 feet).

1910.269(k)(2)(i)(B)

For lines and equipment energized at more than 50 kilovolts, the distance is 3.05 meters (10 feet) plus 0.10 meter (4 inches) for every 10 kilovolts over 50 kilovolts.

1910.269(k)(2)(ii)

In areas restricted to qualified employees, materials may not be stored within the working space about energized lines or equipment.

NOTE TO PARAGRAPH (k)(2)(ii): Paragraphs (u)(1) and (v)(3) of this section specify the size of the working space.

1910.269(l)

Working on or near exposed energized parts. This paragraph applies to work on exposed live parts, or near enough to them to expose the employee to any hazard they present.

1910.269(l)(1)

General.

1910.269(l)(1)(i)

Only qualified employees may work on or with exposed energized lines or parts of equipment.

1910.269(l)(1)(ii)

Only qualified employees may work in areas containing unguarded, uninsulated energized lines or parts of equipment operating at 50 volts or more.

1910.269(l)(1)(iii)

Electric lines and equipment shall be considered and treated as energized unless they have been deenergized in accordance with paragraph (d) or (m) of this section.

1910.269(l)(2)

At least two employees.

1910.269(l)(2)(i)

Except as provided in paragraph (l)(2)(ii) of this section, at least two employees shall be present while any employees perform the following types of work:

1910.269(l)(2)(i)(A)

Installation, removal, or repair of lines energized at more than 600 volts,

1910.269(I)(2)(i)(B)

Installation, removal, or repair of deenergized lines if an employee is exposed to contact with other parts energized at more than 600 volts,

1910.269(I)(2)(i)(C)

Installation, removal, or repair of equipment, such as transformers, capacitors, and regulators, if an employee is exposed to contact with parts energized at more than 600 volts,

1910.269(I)(2)(i)(D)

Work involving the use of mechanical equipment, other than insulated aerial lifts, near parts energized at more than 600 volts, and

1910.269(I)(2)(i)(E)

Other work that exposes an employee to electrical hazards greater than, or equal to, the electrical hazards posed by operations listed specifically in paragraphs (I)(2)(i)(A) through (I)(2)(i)(D) of this section.

1910.269(I)(2)(ii)

Paragraph (I)(2)(i) of this section does not apply to the following operations:

1910.269(I)(2)(ii)(A)

Routine circuit switching, when the employer can demonstrate that conditions at the site allow safe performance of this work,

1910.269(I)(2)(ii)(B)

Work performed with live-line tools when the position of the employee is such that he or she is neither within reach of, nor otherwise exposed to contact with, energized parts, and

1910.269(I)(2)(ii)(C)

Emergency repairs to the extent necessary to safeguard the general public.

1910.269(I)(3)

Minimum approach distances.

1910.269(I)(3)(i)

The employer shall establish minimum approach distances no less than the distances computed by Table R-3 for ac systems or Table R-8 for dc systems.

1910.269(I)(3)(ii)

No later than April 1, 2015, for voltages over 72.5 kilovolts, the employer shall determine the maximum anticipated per-unit transient overvoltage, phase-to-ground, through an engineering analysis or assume a maximum anticipated per-unit transient overvoltage, phase-to-ground, in accordance with Table R-9. When the employer uses portable protective gaps to control the maximum transient overvoltage, the value of the maximum anticipated per-unit transient overvoltage, phase-to-ground, must provide for five standard deviations between the statistical sparkover voltage of the gap and the statistical withstand

voltage corresponding to the electrical component of the minimum approach distance. The employer shall make any engineering analysis conducted to determine maximum anticipated per-unit transient overvoltage available upon request to employees and to the Assistant Secretary or designee for examination and copying.

NOTE TO PARAGRAPH (I)(3)(ii): See Appendix B to this section for information on how to calculate the maximum anticipated per-unit transient overvoltage, phase-to-ground, when the employer uses portable protective gaps to reduce maximum transient overvoltages.

1910.269(I)(3)(iii)

The employer shall ensure that no employee approaches or takes any conductive object closer to exposed energized parts than the employer's established minimum approach distance, unless:

1910.269(I)(3)(iii)(A)

The employee is insulated from the energized part (rubber insulating gloves or rubber insulating gloves and sleeves worn in accordance with paragraph (I)(4) of this section constitutes insulation of the employee from the energized part upon which the employee is working provided that the employee has control of the part in a manner sufficient to prevent exposure to uninsulated portions of the employee's body), or

1910.269(I)(3)(iii)(B)

The energized part is insulated from the employee and from any other conductive object at a different potential, or

1910.269(I)(3)(iii)(C)

The employee is insulated from any other exposed conductive object in accordance with the requirements for live-line barehand work in paragraph (q)(3) of this section.

1910.269(I)(4)

Type of insulation.

1910.269(I)(4)(i)

When an employee uses rubber insulating gloves as insulation from energized parts (under paragraph (I)(3)(iii)(A) of this section), the employer shall ensure that the employee also uses rubber insulating sleeves. However, an employee need not use rubber insulating sleeves if:

1910.269(I)(4)(i)(A)

Exposed energized parts on which the employee is not working are insulated from the employee; and

1910.269(I)(4)(i)(B)

When installing insulation for purposes of paragraph (I)(4)(i)(A) of this section, the employee installs the insulation from a position that does not expose his or her upper arm to contact with other energized parts.

1910.269(I)(4)(ii)

When an employee uses rubber insulating gloves or rubber insulating gloves and sleeves as insulation from energized parts (under paragraph (l)(3)(iii)(A) of this section), the employer shall ensure that the employee:

1910.269(l)(4)(ii)(A)

Puts on the rubber insulating gloves and sleeves in a position where he or she cannot reach into the minimum approach distance, established by the employer under paragraph (l)(3)(i) of this section; and

1910.269(l)(4)(ii)(B)

Does not remove the rubber insulating gloves and sleeves until he or she is in a position where he or she cannot reach into the minimum approach distance, established by the employer under paragraph (l)(3)(i) of this section.

1910.269(l)(5)

Working position.

1910.269(l)(5)(i)

The employer shall ensure that each employee, to the extent that other safety-related conditions at the worksite permit, works in a position from which a slip or shock will not bring the employee's body into contact with exposed, uninsulated parts energized at a potential different from the employee's.

1910.269(l)(5)(ii)

When an employee performs work near exposed parts energized at more than 600 volts, but not more than 72.5 kilovolts, and is not wearing rubber insulating gloves, being protected by insulating equipment covering the energized parts, performing work using live-line tools, or performing live-line barehand work under paragraph (q)(3) of this section, the employee shall work from a position where he or she cannot reach into the minimum approach distance, established by the employer under paragraph (l)(3)(i) of this section.

1910.269(l)(6)

Making connections. The employer shall ensure that employees make connections as follows:

1910.269(l)(6)(i)

In connecting deenergized equipment or lines to an energized circuit by means of a conducting wire or device, an employee shall first attach the wire to the deenergized part;

1910.269(l)(6)(ii)

When disconnecting equipment or lines from an energized circuit by means of a conducting wire or device, an employee shall remove the source end first; and

1910.269(l)(6)(iii)

When lines or equipment are connected to or disconnected from energized circuits, an employee shall keep loose conductors away from exposed energized parts.

1910.269(l)(7)

Conductive articles. When an employee performs work within reaching distance of exposed energized parts of equipment, the employer shall ensure that the employee removes or renders nonconductive all

exposed conductive articles, such as keychains or watch chains, rings, or wrist watches or bands, unless such articles do not increase the hazards associated with contact with the energized parts.

1910.269(I)(8)

Protection from flames and electric arcs.

1910.269(I)(8)(i)

The employer shall assess the workplace to identify employees exposed to hazards from flames or from electric arcs.

1910.269(I)(8)(ii)

For each employee exposed to hazards from electric arcs, the employer shall make a reasonable estimate of the incident heat energy to which the employee would be exposed.

NOTE 1 TO PARAGRAPH (I)(8)(ii): Appendix E to this section provides guidance on estimating available heat energy. The Occupational Safety and Health Administration will deem employers following the guidance in Appendix E to this section to be in compliance with paragraph (I)(8)(ii) of this section. An employer may choose a method of calculating incident heat energy not included in Appendix E to this section if the chosen method reasonably predicts the incident energy to which the employee would be exposed.

NOTE 2 TO PARAGRAPH (I)(8)(ii): This paragraph does not require the employer to estimate the incident heat energy exposure for every job task performed by each employee. The employer may make broad estimates that cover multiple system areas provided the employer uses reasonable assumptions about the energy-exposure distribution throughout the system and provided the estimates represent the maximum employee exposure for those areas. For example, the employer could estimate the heat energy just outside a substation feeding a radial distribution system and use that estimate for all jobs performed on that radial system.

1910.269(I)(8)(iii)

The employer shall ensure that each employee who is exposed to hazards from flames or electric arcs does not wear clothing that could melt onto his or her skin or that could ignite and continue to burn when exposed to flames or the heat energy estimated under paragraph (I)(8)(ii) of this section.

NOTE TO PARAGRAPH (I)(8)(iii) OF THIS SECTION: This paragraph prohibits clothing made from acetate, nylon, polyester, rayon and polypropylene, either alone or in blends, unless the employer demonstrates that the fabric has been treated to withstand the conditions that may be encountered by the employee or that the employee wears the clothing in such a manner as to eliminate the hazard involved.

1910.269(I)(8)(iv)

The employer shall ensure that the outer layer of clothing worn by an employee, except for clothing not required to be arc rated under paragraphs (I)(8)(v)(A) through (I)(8)(v)(E) of this section, is flame resistant under any of the following conditions:

1910.269(I)(8)(iv)(A)

The employee is exposed to contact with energized circuit parts operating at more than 600 volts,

1910.269(I)(8)(iv)(B)

An electric arc could ignite flammable material in the work area that, in turn, could ignite the employee's clothing,

1910.269(I)(8)(iv)(C)

Molten metal or electric arcs from faulted conductors in the work area could ignite the employee's clothing, or

NOTE TO PARAGRAPH (I)(8)(iv)(C): This paragraph does not apply to conductors that are capable of carrying, without failure, the maximum available fault current for the time the circuit protective devices take to interrupt the fault.

1910.269(I)(8)(iv)(D)

The incident heat energy estimated under paragraph (I)(8)(ii) of this section exceeds 2.0 cal/cm².

1910.269(I)(8)(v)

The employer shall ensure that each employee exposed to hazards from electric arcs wears protective clothing and other protective equipment with an arc rating greater than or equal to the heat energy estimated under paragraph (I)(8)(ii) of this section whenever that estimate exceeds 2.0 cal/cm². This protective equipment shall cover the employee's entire body, except as follows:

1910.269(I)(8)(v)(A)

Arc-rated protection is not necessary for the employee's hands when the employee is wearing rubber insulating gloves with protectors or, if the estimated incident energy is no more than 14 cal/cm², heavy-duty leather work gloves with a weight of at least 407 gm/m² (12 oz/yd²),

1910.269(I)(8)(v)(B)

Arc-rated protection is not necessary for the employee's feet when the employee is wearing heavy-duty work shoes or boots,

1910.269(I)(8)(v)(C)

Arc-rated protection is not necessary for the employee's head when the employee is wearing head protection meeting §1910.135 if the estimated incident energy is less than 9 cal/cm² for exposures involving single-phase arcs in open air or 5 cal/cm² for other exposures,

1910.269(I)(8)(v)(D)

The protection for the employee's head may consist of head protection meeting §1910.135 and a faceshield with a minimum arc rating of 8 cal/cm² if the estimated incident-energy exposure is less than 13 cal/cm² for exposures involving single-phase arcs in open air or 9 cal/cm² for other exposures, and

1910.269(I)(8)(v)(E)

For exposures involving singlephase arcs in open air, the arc rating for the employee's head and face protection may be 4 cal/cm² less than the estimated incident energy.

NOTE TO PARAGRAPH (I)(8): See Appendix E to this section for further information on the selection of appropriate protection.

1910.269(I)(8)(vi)

Dates.

1910.269(I)(8)(vi)(A)

The obligation in paragraph (I)(8)(ii) of this section for the employer to make reasonable estimates of incident energy commences January 1, 2015.

1910.269(I)(8)(vi)(B)

The obligation in paragraph (I)(8)(iv)(D) of this section for the employer to ensure that the outer layer of clothing worn by an employee is flame-resistant when the estimated incident heat energy exceeds 2.0 cal/cm² commences April 1, 2015.

1910.269(I)(8)(vi)(C)

The obligation in paragraph (I)(8)(v) of this section for the employer to ensure that each employee exposed to hazards from electric arcs wears the required arc-rated protective equipment commences April 1, 2015.

1910.269(I)(9)

Fuse handling. When an employee must install or remove fuses with one or both terminals energized at more than 300 volts, or with exposed parts energized at more than 50 volts, the employer shall ensure that the employee uses tools or gloves rated for the voltage. When an employee installs or removes expulsion-type fuses with one or both terminals energized at more than 300 volts, the employer shall ensure that the employee wears eye protection meeting the requirements of Subpart I of this part, uses a tool rated for the voltage, and is clear of the exhaust path of the fuse barrel.

1910.269(I)(10)

Covered (noninsulated) conductors. The requirements of this section that pertain to the hazards of exposed live parts also apply when an employee performs work in proximity to covered (noninsulated) wires.

1910.269(I)(11)

Non-current-carrying metal parts. Non-current-carrying metal parts of equipment or devices, such as transformer cases and circuit-breaker housings, shall be treated as energized at the highest voltage to which these parts are exposed, unless the employer inspects the installation and determines that these parts are grounded before employees begin performing the work.

1910.269(I)(12)

Opening and closing circuits under load.

1910.269(I)(12)(i)

The employer shall ensure that devices used by employees to open circuits under load conditions are designed to interrupt the current involved.

1910.269(I)(12)(ii)

The employer shall ensure that devices used by employees to close circuits under load conditions are designed to safely carry the current involved.

Table R-3—AC Live-Line Work Minimum Approach Distance

[The minimum approach distance (MAD; in meters) shall conform to the following equations.]

For phase-to-phase system voltages of 50 V to 300 V: ¹	
MAD = avoid contact	
For phase-to-phase system voltages of 301 V to 5 kV: ¹	
MAD = $M + D$, where	
$D = 0.02$ m	the electrical component of the minimum approach distance.
$M = 0.31$ m for voltages up to 750 V and 0.61 m otherwise	the inadvertent movement factor.
For phase-to-phase system voltages of 5.1 kV to 72.5 kV: ^{1 4}	
MAD = $M + AD$, where	
$M = 0.61$ m	the inadvertent movement factor.
A = the applicable value from Table R-5	the altitude correction factor.
D = the value from Table R-4 corresponding to the voltage and exposure or the value of the electrical component of the minimum approach distance calculated using the method provided in appendix B to this section	the electrical component of the minimum approach distance.
For phase-to-phase system voltages of more than 72.5 kV, nominal: ^{2 4}	
MAD = $0.3048(C + a)V_{L-G}TA + M$	
$C = 0.01$ for phase-to-ground exposures that the employer can demonstrate consist only of air across the approach distance (gap),	
0.01 for phase-to-phase exposures if the employer can demonstrate that no insulated tool spans the gap and that no large conductive object is in the gap, or	
0.011 otherwise	
V_{L-G} = phase-to-ground rms voltage, in kV	
T = maximum anticipated per-unit transient overvoltage; for phase-to-ground exposures, T equals T_{L-G} , the maximum per-unit transient overvoltage, phase-to-ground, determined by the employer under paragraph (I)(3)(ii) of this section; for phase-to-phase exposures, T equals $1.35T_{L-G} + 0.45$	
A = altitude correction factor from Table R-5	

$M = 0.31$ m, the inadvertent movement factor

a = saturation factor, as follows:

Phase-to-Ground Exposures					
$V_{Peak} = T_{L-G} V_{L-G} \sqrt{2}$	635 kV or less	635.1 to 915 kV	915.1 to 1,050 kV	More than 1,050 kV	
a	0	$(V_{Peak}-635)/140,000$	$(V_{Peak}-645)/135,000$	$(V_{Peak}-675)/125,000$	
Phase-to-Phase Exposures ³					
$V_{Peak} = (1.35 T_{L-G} + 0.45) V_{L-G} \sqrt{2}$	630 kV or less	630.1 to 848 kV	848.1 to 1,131 kV	1,131.1 to 1,485 kV	More than 1,485 kV
a	0	$(V_{Peak}-630)/155,000$	$(V_{Peak}-633.6)/152,207$	$(V_{Peak}-628)/153,846$	$(V_{Peak}-350.5)/203,666$



- ¹ Employers may use the minimum approach distances in Table R-6. If the worksite is at an elevation of more than 900 meters (3,000 feet), see footnote 1 to Table R-6.
- ² Employers may use the minimum approach distances in Table R-7, except that the employer may not use the minimum approach distances in Table R-7 for phase-to-phase exposures if an insulated tool spans the gap or if any large conductive object is in the gap. If the worksite is at an elevation of more than 900 meters (3,000 feet), see footnote 1 to Table R-7. Employers may use the minimum approach distances in Table 14 through Table 21 in appendix B to this section, which calculated MAD for various values of T , provided the employer follows the notes to those tables.
- ³ Use the equations for phase-to-ground exposures (with V_{Peak} for phase-to-phase exposures) unless the employer can demonstrate that no insulated tool spans the gap and that no large conductive object is in the gap.
- ⁴ Until March 31, 2015, employers may use the minimum approach distances in Table 6 through Table 13 in Appendix B to this section.

Table R-4—Electrical Component of the Minimum Approach Distance at 5.1 to 72.5 kV

[D; In meters]

Nominal voltage (kV) phase-to-phase	Phase-to-ground exposure	Phase-to-phase exposure
	D (m)	D (m)
5.1 to 15.0	0.04	0.07
15.1 to 36.0	0.16	0.28

36.1 to 46.0	0.23	0.37
46.1 to 72.5	0.39	0.59

Table R-5—Altitude Correction Factor

Altitude above sea level (m)	A
0 to 900	1.00
901 to 1,200	1.02
1,201 to 1,500	1.05
1,501 to 1,800	1.08
1,801 to 2,100	1.11
2,101 to 2,400	1.14
2,401 to 2,700	1.17
2,701 to 3,000	1.20
3,001 to 3,600	1.25
3,601 to 4,200	1.30
4,201 to 4,800	1.35
4,801 to 5,400	1.39
5,401 to 6,000	1.44

Table R-6—Alternative Minimum Approach Distances for Voltages of 72.5 kV and Less¹

Nominal voltage (kV) phase-to-phase	Distance			
	Phase-to-ground exposure		Phase-to-phase exposure	
	m	ft	m	ft
0.050 to 0.300 ²	Avoid Contact		Avoid Contact	
0.301 to 0.750 ²	0.33	1.09	0.33	1.09
0.751 to 5.0	0.63	2.07	0.63	2.07
5.1 to 15.0	0.65	2.14	0.68	2.24
15.1 to 36.0	0.77	2.53	0.89	2.92
36.1 to 46.0	0.84	2.76	0.98	3.22
46.1 to 72.5	1.00	3.29	1.20	3.94

¹ Employers may use the minimum approach distances in this table provided the worksite is at an elevation of 900 meters (3,000 feet) or less. If employees will be working at elevations greater than 900 meters (3,000 feet) above mean sea level, the employer shall determine minimum approach distances by multiplying the distances in this table by the correction factor in Table R-5 corresponding to the altitude of the work.

² For single-phase systems, use voltage-to-ground.

Table R-7—Alternative Minimum Approach Distances for Voltages of More Than 72.5 kV^{1 2 3}

Voltage range phase to phase (kV)	Phase-to-ground exposure		Phase-to-phase exposure	
	m	ft	m	ft
72.6 to 121.0	1.13	3.71	1.42	4.66
121.1 to 145.0	1.30	4.27	1.64	5.38
145.1 to 169.0	1.46	4.79	1.94	6.36
169.1 to 242.0	2.01	6.59	3.08	10.10
242.1 to 362.0	3.41	11.19	5.52	18.11
362.1 to 420.0	4.25	13.94	6.81	22.34
420.1 to 550.0	5.07	16.63	8.24	27.03
550.1 to 800.0	6.88	22.57	11.38	37.34

¹ Employers may use the minimum approach distances in this table provided the worksite is at an elevation of 900 meters (3,000 feet) or less. If employees will be working at elevations greater than 900 meters (3,000 feet) above mean sea level, the employer shall determine minimum approach distances by multiplying the distances in this table by the correction factor in Table R-5 corresponding to the altitude of the work.

² Employers may use the phase-to-phase minimum approach distances in this table provided that no insulated tool spans the gap and no large conductive object is in the gap.

³ The clear live-line tool distance shall equal or exceed the values for the indicated voltage ranges.

Table R-8—DC Live-Line Minimum Approach Distance with Overvoltage Factor¹

[In meters]

Maximum anticipated per-unit transient overvoltage	Distance (m) maximum line-to-ground voltage (kV)				
	250	400	500	600	750
	1.5 or less	1.12	1.60	2.06	2.62
1.6	1.17	1.69	2.24	2.86	3.98
1.7	1.23	1.82	2.42	3.12	4.37

1.8	1.28	1.95	2.62	3.39	4.79
-----	------	------	------	------	------

¹ The distances specified in this table are for air, bare-hand, and live-line tool conditions. If employees will be working at elevations greater than 900 meters (3,000 feet) above mean sea level, the employer shall determine minimum approach distances by multiplying the distances in this table by the correction factor in Table R-5 corresponding to the altitude of the work.

Table R-9—Assumed Maximum Per-Unit Transient Overvoltage

Voltage range (kV)	Type of current (ac or dc)	Assumed maximum per-unit transient overvoltage
72.6 to 420.0	ac	3.5
420.1 to 550.0	ac	3.0
550.1 to 800.0	ac	2.5
250 to 750	dc	1.8

1910.269(m)

Deenergizing lines and equipment for employee protection—

1910.269(m)(1)

Application. Paragraph (m) of this section applies to the deenergizing of transmission and distribution lines and equipment for the purpose of protecting employees. See paragraph (d) of this section for requirements on the control of hazardous energy sources used in the generation of electric energy. Conductors and parts of electric equipment that have been deenergized under procedures other than those required by paragraph (d) or (m) of this section, as applicable, shall be treated as energized.

1910.269(m)(2)

General.

1910.269(m)(2)(i)

If a system operator is in charge of the lines or equipment and their means of disconnection, the employer shall designate one employee in the crew to be in charge of the clearance and shall comply with all of the requirements of paragraph (m)(3) of this section in the order specified.

1910.269(m)(2)(ii)

If no system operator is in charge of the lines or equipment and their means of disconnection, the employer shall designate one employee in the crew to be in charge of the clearance and to perform the functions that the system operator would otherwise perform under paragraph (m) of this section. All of the requirements of paragraph (m)(3) of this section apply, in the order specified, except as provided in paragraph (m)(2)(iii) of this section.

1910.269(m)(2)(iii)

If only one crew will be working on the lines or equipment and if the means of disconnection is accessible and visible to, and under the sole control of, the employee in charge of the clearance, paragraphs (m)(3)(i), (m)(3)(iii), and (m)(3)(v) of this section do not apply. Additionally, the employer does not need to use the tags required by the remaining provisions of paragraph (m)(3) of this section.

1910.269(m)(2)(iv)

If two or more crews will be working on the same lines or equipment, then:

1910.269(m)(2)(iv)(A)

The crews shall coordinate their activities under paragraph (m) of this section with a single employee in charge of the clearance for all of the crews and follow the requirements of paragraph (m) of this section as if all of the employees formed a single crew, or

1910.269(m)(2)(iv)(B)

Each crew shall independently comply with paragraph (m) of this section and, if there is no system operator in charge of the lines or equipment, shall have separate tags and coordinate deenergizing and reenergizing the lines and equipment with the other crews.

1910.269(m)(2)(v)

The employer shall render any disconnecting means that are accessible to individuals outside the employer's control (for example, the general public) inoperable while the disconnecting means are open for the purpose of protecting employees.

1910.269(m)(3)

Deenergizing lines and equipment.

1910.269(m)(3)(i)

The employee that the employer designates pursuant to paragraph (m)(2) of this section as being in charge of the clearance shall make a request of the system operator to deenergize the particular section of line or equipment. The designated employee becomes the employee in charge (as this term is used in paragraph (m)(3) of this section) and is responsible for the clearance.

1910.269(m)(3)(ii)

The employer shall ensure that all switches, disconnectors, jumpers, taps, and other means through which known sources of electric energy may be supplied to the particular lines and equipment to be deenergized are open. The employer shall render such means inoperable, unless its design does not so permit, and then ensure that such means are tagged to indicate that employees are at work.

1910.269(m)(3)(iii)

The employer shall ensure that automatically and remotely controlled switches that could cause the opened disconnecting means to close are also tagged at the points of control. The employer shall render the automatic or remote control feature inoperable, unless its design does not so permit.

1910.269(m)(3)(iv)

The employer need not use the tags mentioned in paragraphs (m)(3)(ii) and (m)(3)(iii) of this section on a network protector for work on the primary feeder for the network protector's associated network transformer when the employer can demonstrate all of the following conditions:

1910.269(m)(3)(iv)(A)

Every network protector is maintained so that it will immediately trip open if closed when a primary conductor is deenergized;

1910.269(m)(3)(iv)(B)

Employees cannot manually place any network protector in a closed position without the use of tools, and any manual override position is blocked, locked, or otherwise disabled; and

1910.269(m)(3)(iv)(C)

The employer has procedures for manually overriding any network protector that incorporate provisions for determining, before anyone places a network protector in a closed position, that: The line connected to the network protector is not deenergized for the protection of any employee working on the line; and (if the line connected to the network protector is not deenergized for the protection of any employee working on the line) the primary conductors for the network protector are energized.

1910.269(m)(3)(v)

Tags shall prohibit operation of the disconnecting means and shall indicate that employees are at work.

1910.269(m)(3)(vi)

After the applicable requirements in paragraphs (m)(3)(i) through (m)(3)(v) of this section have been followed and the system operator gives a clearance to the employee in charge, the employer shall ensure that the lines and equipment are deenergized by testing the lines and equipment to be worked with a device designed to detect voltage.

1910.269(m)(3)(vii)

The employer shall ensure the installation of protective grounds as required by paragraph (n) of this section.

1910.269(m)(3)(viii)

After the applicable requirements of paragraphs (m)(3)(i) through (m)(3)(vii) of this section have been followed, the lines and equipment involved may be considered deenergized.

1910.269(m)(3)(ix)

To transfer the clearance, the employee in charge (or the employee's supervisor if the employee in charge must leave the worksite due to illness or other emergency) shall inform the system operator and employees in the crew; and the new employee in charge shall be responsible for the clearance.

1910.269(m)(3)(x)

To release a clearance, the employee in charge shall:

1910.269(m)(3)(x)(A)

Notify each employee under that clearance of the pending release of the clearance;

1910.269(m)(3)(x)(B)

Ensure that all employees under that clearance are clear of the lines and equipment;

1910.269(m)(3)(x)(C)

Ensure that all protective grounds protecting employees under that clearance have been removed; and

1910.269(m)(3)(x)(D)

Report this information to the system operator and then release the clearance.

1910.269(m)(3)(xi)

Only the employee in charge who requested the clearance may release the clearance, unless the employer transfers responsibility under paragraph (m)(3)(ix) of this section.

1910.269(m)(3)(xii)

No one may remove tags without the release of the associated clearance as specified under paragraphs (m)(3)(x) and (m)(3)(xi) of this section.

1910.269(m)(3)(xiii)

The employer shall ensure that no one initiates action to reenergize the lines or equipment at a point of disconnection until all protective grounds have been removed, all crews working on the lines or equipment release their clearances, all employees are clear of the lines and equipment, and all protective tags are removed from that point of disconnection.

1910.269(n)

Grounding for the protection of employees—

1910.269(n)(1)

Application. Paragraph (n) of this section applies to grounding of generation, transmission, and distribution lines and equipment for the purpose of protecting employees. Paragraph (n)(4) of this section also applies to protective grounding of other equipment as required elsewhere in this section.

NOTE TO PARAGRAPH (n)(1): This paragraph covers grounding of generation, transmission, and distribution lines and equipment when this section requires protective grounding and whenever the employer chooses to ground such lines and equipment for the protection of employees.

1910.269(n)(2)

General. For any employee to work transmission and distribution lines or equipment as deenergized, the employer shall ensure that the lines or equipment are deenergized under the provisions of paragraph (m) of this section and shall ensure proper grounding of the lines or equipment as specified in paragraphs (n)(3) through (n)(8) of this section. However, if the employer can demonstrate that installation of a ground is impracticable or that the conditions resulting from the installation of a ground would present greater hazards to employees than working without grounds, the lines and equipment may be treated as deenergized provided that the employer establishes that all of the following conditions apply:

1910.269(n)(2)(i)

The employer ensures that the lines and equipment are deenergized under the provisions of paragraph (m) of this section.

1910.269(n)(2)(ii)

There is no possibility of contact with another energized source.

1910.269(n)(2)(iii)

The hazard of induced voltage is not present.

1910.269(n)(3)

Equipotential zone. Temporary protective grounds shall be placed at such locations and arranged in such a manner that the employer can demonstrate will prevent each employee from being exposed to hazardous differences in electric potential.

NOTE TO PARAGRAPH (n)(3): Appendix C to this section contains guidelines for establishing the equipotential zone required by this paragraph. The Occupational Safety and Health Administration will deem grounding practices meeting these guidelines as complying with paragraph (n)(3) of this section.

1910.269(n)(4)

Protective grounding equipment.

1910.269(n)(4)(i)

Protective grounding equipment shall be capable of conducting the maximum fault current that could flow at the point of grounding for the time necessary to clear the fault.

1910.269(n)(4)(ii)

Protective grounding equipment shall have an ampacity greater than or equal to that of No. 2 AWG copper.

1910.269(n)(4)(iii)

Protective grounds shall have an impedance low enough so that they do not delay the operation of protective devices in case of accidental energizing of the lines or equipment.

NOTE TO PARAGRAPH (n)(4): American Society for Testing and Materials *Standard Specifications for Temporary Protective Grounds to Be Used on De-Energized Electric Power Lines and Equipment*, ASTM F855-09, contains guidelines for protective grounding equipment. The Institute of Electrical Engineers *Guide for Protective Grounding of Power Lines*, IEEE Std 1048-2003, contains guidelines for selecting and installing protective grounding equipment.

1910.269(n)(5)

Testing. The employer shall ensure that, unless a previously installed ground is present, employees test lines and equipment and verify the absence of nominal voltage before employees install any ground on those lines or that equipment.

1910.269(n)(6)

Connecting and removing grounds.

1910.269(n)(6)(i)

The employer shall ensure that, when an employee attaches a ground to a line or to equipment, the employee attaches the ground-end connection first and then attaches the other end by means of a live-

line tool. For lines or equipment operating at 600 volts or less, the employer may permit the employee to use insulating equipment other than a live-line tool if the employer ensures that the line or equipment is not energized at the time the ground is connected or if the employer can demonstrate that each employee is protected from hazards that may develop if the line or equipment is energized.

1910.269(n)(6)(ii)

The employer shall ensure that, when an employee removes a ground, the employee removes the grounding device from the line or equipment using a live-line tool before he or she removes the ground-end connection. For lines or equipment operating at 600 volts or less, the employer may permit the employee to use insulating equipment other than a live-line tool if the employer ensures that the line or equipment is not energized at the time the ground is disconnected or if the employer can demonstrate that each employee is protected from hazards that may develop if the line or equipment is energized.

For paragraphs 1910.269(n)(7) to 1910.269(x), see **1910.269 - page 2**.

[59 FR 40672, Aug. 9, 1994; 59 FR 51672, Oct. 12, 1994; 79 FR 20633-20659, July 10, 2014; 79 FR 56960, September 24, 2014; 80 FR 60037, October 5, 2015]

UNITED STATES DEPARTMENT OF LABOR

Occupational Safety & Health Administration
200 Constitution Ave NW
Washington, DC 20210
800-321-6742 (OSHA)
TTY
www.OSHA.gov

FEDERAL GOVERNMENT

White House
Severe Storm and Flood Recovery
Assistance
Disaster Recovery Assistance
DisasterAssistance.gov
USA.gov
No Fear Act Data
U.S. Office of Special Counsel

OCCUPATIONAL

SAFETY & HEALTH

Frequently Asked
Questions

A - Z Index

Freedom of
Information Act -
OSHA

Read The OSHA
Newsletter

Subscribe to the
OSHA Newsletter

OSHA Publications

Office of Inspector
General

ABOUT THIS SITE

Freedom of Information Act - DOL

Privacy & Security Statement

Disclaimers

Important Web Site Notices

Plug-ins Used by DOL

Accessibility Statement

AWWA M3

[M3 Safety Practices for Water Utilities Table of Contents \(awwa.org\)](http://www.awwa.org)

Safety Practices for Water Utilities

AWWA MANUAL M3

Sixth Edition



**American Water Works
Association**

Science and Technology

AWWA unites the drinking water community by developing and distributing authoritative scientific and technological knowledge. Through its members, AWWA develops industry standards for products and processes that advance public health and safety. AWWA also provides quality improvement programs for water and wastewater utilities.

MANUAL OF WATER SUPPLY PRACTICES—M3, Sixth Edition
Safety Practices for Water Utilities

Copyright © 2002 American Water Works Association

All rights reserved. No part of this publication may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopy, recording, or any information or retrieval system, except in the form of brief excerpts or quotations for review purposes, without the written permission of the publisher.

Project manager and copy editor: Melissa Christensen
Production editor: Carol Stearns

Library of Congress Cataloging-in-Publication Data has been applied for.

Printed in the United States of America

American Water Works Association
6666 West Quincy Avenue
Denver, CO 80235

ISBN 1-58321-190-X



Printed on recycled paper

Contents

List of Figures, v

List of Tables, vii

Foreword, ix

Acknowledgments, xv

Chapter 1	Safety Management Programs	1
	Safety Programs, 1	
	Overall Policy, 2	
	Safety Management Responsibilities, 3	
	Safety Practices and Inspections, 4	
	Communication Channels, 4	
	Education and Training, 10	
	Record Keeping and Accident Investigation, 14	
	References, 17	
Chapter 2	Hazardous Materials and Worker Right-to-Know	27
	Hazard Communication Plan, 27	
	Chemical Hazards, 31	
	Other Hazardous Materials, 46	
	Reference, 50	
Chapter 3	Confined Space and Hazardous Energy.	51
	Confined Spaces, 51	
	Hazardous Energy and Lockout/Tagout (29 CFR 1910.147), 57	
	References, 63	
Chapter 4	Personal Protective and Respiratory Equipment	65
	Personal Protective Equipment, 65	
	Respiratory Protection (29 CFR 1910.134, 29 CFR 1915.152, and 29 CFR 1926.103), 75	
	Reference, 77	
Chapter 5	Vehicles and Tools	79
	Platforms and Aerial Lifts (29 CFR 1926.453), 79	
	Fork Lifts (Powered Industrial Trucks 29 CFR 1910.178), 80	
	Motor Vehicles and Equipment (29 CFR 1926.601-602), 83	
	Tools (29 CFR 1910.241-144), 85	
	Welding (26 CFR 1926.350-354), 87	
	References, 90	
Chapter 6	Construction Sites and Work Techniques	91
	Signs, Signals, and Barricades (29 CFR 1926.200-203), 91	
	Materials Handling and Storage (29 CFR 1926.250-252), 94	

Scaffolds (29 CFR 1926.450-454),	99
Excavations and Underground Construction (29 CFR 1926.650-652),	102
References,	109
Chapter 7 Facilities and Maintenance	111
General Facilities Safety,	111
Laboratories,	116
Reference,	122
Appendix A Sample Accident Report	123
Appendix B Appendix Sample Hazard Communication Program . . .	125
Appendix C Appendix Material Safety Data Sheet (MSDS)	129
Appendix D Appendix Confined-Space Entry Permit	139
Index,	143
List of AWWA Manuals,	151

Figures

- 1-1 Job analysis form, 5
- 1-2 Job site inspection report form, 6
- 1-3 Safety information bulletin board, 9
- 1-4 Safety information center, 9
- 1-5 Safety suggestion form, 11
- 1-6 Telephone with emergency numbers near chlorine leak station and evacuation plan, 12
- 1-7 Report of first-aid injury, 17
- 1-8 Supervisor's Report of Accident form, 18
- 1-9 Vehicle or Equipment Accident or Damage Report form, 22
- 2-1 Library of MSDSs bound in notebooks, 28
- 2-2 MSDS sample page, 29
- 2-3 Quick drench and eye wash station, 33
- 2-4 Liquid aluminum sulfate storage and sign, 34
- 2-5 Carbon dioxide warning sign and detector, 36
- 2-6 Posted chlorine evacuation procedure, 38
- 2-7 Breathing apparatus, 39
- 2-8 Face shield and chlorine leak emergency kit, 40
- 2-9 Eye wash and shower station near chemical unloading facility, 42
- 2-10 Chlorine gas detector, 50
- 3-1 OSHA confined space poster, 52
- 3-2 Danger signs and barriers, 54
- 3-3 Lockout devices and tags, 58
- 3-4 Lockout/tagout center, 58
- 4-1 Workers wearing Class C hard hats, 67
- 4-2 "Hard hat area" signs, 69
- 4-3 "Splash protection required", 70
- 4-4 Safety glasses dispenser, 72
- 4-5 "Ear protection required", 72
- 4-6 Life jacket, 74
- 4-7 Respirator storage, 75
- 4-8 Respirator storage, 76
- 5-1 Aerial lift, 80

Figures

- 5-2 Unattended forklift with load lowered, 81
- 5-3 Welding screen, 89
- 6-1 Construction sites are complex and changing, 92
- 6-2 Construction traffic signs, 93
- 6-3 Hand truck and stacked materials, 95
- 6-4 Hydraulic spot bracing in trenching, 106
- 7-1 Fire extinguisher and chlorine leak evacuation plan, 112
- 7-2 Good housekeeping and use of guardrails, 114
- 7-3 Safety cage on fixed ladders, 115
- 7-4 Security camera, light, and wind sock, 117
- 7-5 Security gate, 118
- 7-6 Emergency bolt cutters, 118
- 7-7 First aid kit, 120
- 7-8 Chemical fume hood, 120

Tables

1-1 Effectiveness of Safety and Health Programs, 1

This page intentionally blank.

Foreword

Protecting the professionals that produce adequate supplies of high-quality drinking water is of the utmost importance. Employees are a utility's most valuable resource, and their ability to work safely and in a safe environment is the main reason for workplace safety programs. Safeguarding the general public from construction sites and operations is another reason for the programs. To that end, the American Water Works Association has created a safety policy. The policy will guide the discussion of safety practices presented in this manual:

The American Water Works Association (AWWA) believes a safe work environment is of the utmost importance for individuals in the water industry. It is of paramount importance to protect those who safeguard their community water supplies.

It is the duty of each utility manager, supervisor, and worker to establish safety standards and to see that safety is an integral part of their daily work process. Safety must take precedence over short-cuts. As unsafe conditions are discovered, they should be addressed and corrected.

Safety practices established by state, provincial, and federal agencies should be regarded as minimum standards by all individuals in the water industry.

The safety practices and management of safety programs in this manual represent general guidance. This manual cannot cover all situations and regulations. The audience for this manual is primarily utility management and other employees who have been assigned safety responsibilities, for example, a utility's safety manager or officer. Supervisors, who always have safety responsibilities to those they supervise, will also find this manual beneficial.

Safety Principles and Practices

Four principles of occupational safety (Reese & Eidson, 1999) are

- All accidents are preventable.
- All levels of management are responsible for safety.
- All employees must be properly trained to safely perform every job task.
- All employees are responsible for their safety as well as their co-workers.

A safety practice is a combination of knowledge, action, and attitude. Knowledge is understanding the principles or other features of a material (such as a hazardous chemical), source of energy (such as electricity), or work technique (such as trenching). Actions are properly putting that knowledge into use when working with the material or energy or using a work technique. Attitude is a disposition toward acquiring knowledge and performing appropriate actions. For example, a safe trenching practice might include these components (simplified for this example):

Knowledge. The probability or risk of a trench collapse is a function of soil type, depth and width of the trench, and adjacent loads (such as surcharge, buildings, and heavy machinery).

Action. The recommended practice is if a trench is in a loose soil, depth 5 (1.5 m) to 10 ft (3.0 m), width up to 4 ft (1.2 m), use 4-in. by 4-in. (406 mm) bracing at 6-ft spacing.

Attitude. Proper shoring cannot be reduced to a formula. Each trenching job presents unique safety problems and must be considered under its own conditions. No worker should take chances that may lead to injury.

This manual will address the three components (knowledge, action, and attitude) for the main safety practices encountered in water utilities. After a discussion of safety management, the manual presents safety practices related to hazardous materials, confined spaces, hazardous energy, personal protective equipment, respiratory equipment, vehicles, tools, construction sites, and facilities.

The safety practices presented in this manual represent best practices; however, they should be compared with any applicable regulations before a utility implements them. The majority of the practices are taken from OSHA recommendations that would apply to water utilities; however, each utility must follow the guidelines of their regulatory agency. In general, OSHA is a minimum standard and any stricter regulation must be complied with. States cannot not have regulations that are less stringent than federal OSHA, however, they can be more stringent. Utilities and outside contractors have the right to exceed OSHA standards at their choice, and these policies should be in writing to support the utility position.

This manual is a review of current regulations as they are at the time of publication. The reader should obtain the relevant Code of Federal Regulations (CFRs) and keep up to date on amendments. This manual does not address any particular situation, rather it provides a general basis for utility safety. Specific circumstances may need to be addressed through OSHA or local agencies. The advice of legal counsel should always be sought whenever in doubt. Another good source for safety resources is a utility's worker's compensation insurance carrier, who may provide good advice, sampling, training, and other services sometimes as part of the premium.

Occupational Safety and Health Laws: United States, Canada, and Mexico

Occupational health and safety laws vary by country, state, and province. The following summaries (US Labor Department, 1999) introduce the laws in the US, Canada, and Mexico.

United States. In the US, the federal Occupational Safety and Health Act (Act), administered by the Occupational Safety and Health Administration (OSHA), is the chief law regulating workplace safety and health in the US. Except for state and local governments (including some utilities) and several particular industries, the act covers all employers with employees. States may administer their own federally approved workplace safety and health plans if they are as effective as the federal program.

Canada. In Canada, the federal government regulates a specific set of industries, whereas most sectors of the economy fall under provincial jurisdiction. Each province regulates safety and health directly with broad similarity among provinces. Both federal and provincial laws stress internal responsibility for improved safety and health among workplace parties. The Government assists the parties in achieving these goals and initiates enforcement when internal efforts fail. The laws generally cover all employers and extend to other parties at the work site, such as owners or suppliers.

Standards are developed by consensus committees representing employer and employee interests. Authorities commonly rely on these consensus standards to set

protective goals. Compliance policy relies mainly on employer-employee joint committees and on employee representatives to identify and correct hazards. Employers must comply with both specific standards and a general safe-workplace duty. Employees and supervisors also bear enforceable duties.

With its reliance on workplace employees to reduce hazards, Canadian laws feature a less adversarial governmental enforcement role, compared with US law. Inspections may be carried out without warrants or prior notice, and inspectors commonly issue abatement orders but do not give priority to levying fines. Violations of standards and abatement orders may be sanctioned by prosecution. Abatement orders may be administratively appealed, but judicial oversight is minimal.

An important feature of Canada's workplace safety and health policy is the joint committee found in most workplaces. Often legally mandatory, joint committees are composed equally of employer and employee representatives. They play various advisory roles in identifying and reducing hazards. Canadian law gives employees strong rights against adverse treatment for refusing dangerous work. Generally, workers with reasonable fear of danger may refuse work even if the risk is not imminent.

Mexico. In Mexico, the relevant law is federal, though some enforcement is administered at state and local levels. Recent reform initiatives attempt to improve effectiveness and efficiency in both standard-setting and compliance policy.

Technical standards are issued through notice-and-comment rulemaking. After hazard identification and expert discussion, draft standards are published for public comments, which are considered in formulation of the final rule. Draft standards must be accompanied by a regulatory impact statement, including a cost-benefit analysis for standards involving substantial economic impact.

Employer safety and health duties stem from several legal sources. Important among those duties are compliance with standards, operation of safety and health programs, and support of legally mandatory joint safety and health committees operating at the workplace level.

Compliance policy features three approaches: government inspection; private sector verification units which may inspect and report on compliance; and joint committees charged with monitoring compliance, assisting inspectors, and improving risk prevention. Unlike the US, Mexico seldom imposes first-violation penalties. Penalties are mainly for imminent dangers and failures to abate previously highlighted violations. The severity of penalties depends on the gravity of offense, intentional or repeated nature of violations, and company financial capacity. Maximum penalties for violations of technical standards have been increased in recent reforms. Employers enjoy certain due process right in penalty proceedings. They may contest charges and secure administrative and judicial review of rulings.

Many standards have been incorporated from federal standards or voluntary industry standards pre-dating the act. The contemporary standard-setting procedure is to issue a notice and comment. Subsequent to hazard identification and expert discussion, draft standards are published for public comments, which are considered in development of the final rule. Standards must address significant workplace risks, and compliance must be economically and technologically feasible within the affected industry. Final standards may be and frequently are challenged in federal appeals courts which review the legal and factual basis for regulation.

Employers may be penalized for violating specific standards or a general duty under the Act. The chief enforcement mechanism is workplace inspection, which under the US Constitution may not be performed without either employer consent or a warrant (unless the activity is in the open or there is imminent danger.) Fines,

which vary with severity of violation, along with employer size, good faith, and history of noncompliance, may be levied for all violations except minor ones. Employers may contest citations in an adversary hearing before an independent administrative tribunal—Occupational Safety and Health Review Commission—whose rulings are subject to judicial review.

Under the act, employers have a general duty to provide work and a workplace free from recognized hazards. Citations may be issued by OSHA when violations of standards are found, and for violations of the general duty clause, even if no OSHA standard applies to the particular hazard. The employer also must display in a prominent place the official OSHA poster that describes rights and responsibilities under OSHA's law.

The employer has a legal obligation to inform employees of OSHA safety and health standards that may apply to their workplace. Upon request, the employer must make available copies of those standards and the OSHA law itself. If more information is needed about workplace hazard than the employer can supply, it can be obtained from the nearest OSHA area office.

The OSH Act gives employees many rights and responsibilities (Kimball, 2000). They have the right to

- review copies of appropriate standards, rules, regulations, and requirements that the employer should have available at the workplace.
- request information from the employer on safety and health hazards in the workplace, precautions that may be taken, and procedures to be followed if an employee is involved in an accident or is exposed to toxic substances.
- have access to relevant employee exposure and medical records.
- request the OSHA area director to conduct an inspection if they believe hazardous conditions or violations of standards exist in the workplace.
- have an authorized employee representative accompany the OSHA compliance officer during the inspection tour.
- respond to questions from the OSHA compliance officer, particularly if there is no authorized employee representative accompanying the compliance officer on the inspection “walk-around.”
- observe any monitoring or measuring of hazardous materials and see the resulting records, as specified under the act, and as required by OSHA standards.
- have an authorized representative, or themselves, review the Log and Summary of Occupational Injuries at a reasonable time and in a reasonable manner.
- be informed by posting of any citation issued by OSHA as part of an inspection.
- object to the abatement period set by OSHA for correcting any violation in the citation issued to the employer by writing to the OSHA area director within 15 working days from the date the employer receives the citation.
- submit a written request to the National Institute for Occupational Safety and Health (NIOSH) for information on whether any substance in the

workplace has potentially toxic effects in the concentration being used and have names withheld from the employer, if that is requested.

- be notified by the employer if the employer applies for a variance from an OSHA standard, testifies at a variance hearing, and appeals the final decision.
- have names withheld from employer, upon request to OSHA, if a written and signed complaint is filed.
- be advised of OSHA action regarding a complaint and request an informal review of any decision not to inspect or to issue a citation.
- file a discrimination complaint if punished for exercising the above rights or for refusing to work when faced with an imminent danger of death or serious injury and there is insufficient time for OSHA to inspect.

The most up-to-date OSHA contact information, including hotline numbers, can be found on the OSHA Web site at <<http://www.osha.gov>>.

This manual includes information primarily specific to US safety practices. Persons in Canada, Mexico, and non-North American countries should contact the appropriate authority having jurisdiction.

REFERENCES

- | | |
|---|---|
| Kimball, C.T. 2000. <i>Workplace Health and Safety Sourcebook</i> . Detroit: Omnigraphics, Inc. | US Department of Labor. 1999. <i>Occupational Safety and Health Laws in the United States, Mexico, and Canada: An Overview</i> . Washington, D.C.: US Government. |
| Reese, C.D. and J.V. Eidson. 1999. <i>Handbook of OSHA Construction Safety and Health</i> . Boca Raton: Lewis Publishers. | |

This page intentionally blank.

Acknowledgments

This manual was authored by Dr. Todd Shimoda of Colorado State University. It was reviewed, revised, and approved by the AWWA Health and Safety Committee. The committee would like to thank Kevin Gertig and the City of Ft. Collins, Colorado Utilities for their assistance and photographs. The committee had the following personnel at the time of approval:

D.J. Thorig (Chair), California-American Water Company, Chula Vista, Calif.
D.L. Braxton, Kentucky-American Water Company, Lexington, Ky.
R..L. Cariano, Lansing Board of Water & Light, Lansing, Mich.
M.P. Fahy, El Paso Water Utilities, El Paso, TX
J. C. Ihli, Pennsylvania-American Water Company, Hershey, Pa.
S. A. Keener, Pennsylvania-American Water Company, Pittsburgh, Pa.
*Steve Korbela*k, Palm Beach County Water Utilities, West Palm Beach, Fla.
W. H. Kreutzer, Los Angeles Water & Power, Los Angeles, Calif.
R.L. McAlister, San Diego Water Department, San Diego, Calif.
D.P. Minor, Kansas City Water Services Department, Kansas City, Mo.
Regina Mize-Joyner, United Water Arkansas, Pine Bluff, Ark.
Janis Morelli, Elizabeth Town Water, Westfield, N.J.
R. N. Mundy, West Virginia-American Water Co., Charleston, W.Va.
Steve Pappas, Indiana-American Water Company, Greenwood, Ind.
P.S. Puglionesi P.E., Duke Engineering and Services, Cherry Hill, N.J.
J.E. Taptich, Columbus Water Division, Columbus, Ohio
C.R. Van Arsdall, Safety Consultant, Portland, Ore.

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: Water Resource Investigations

Funding Source: Water Enterprise Operating Budget

PSC Duration: 6 years

PSC Amount: \$2,925,850

1. Description of Work

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

The proposed work includes regular monitoring and maintenance of stream and reservoir real-time gauging instruments and reporting this information collected by the gauging instruments on the USGS public website, which is updated every 15 minutes. This information is provided to the SFPUC so it can comply with federal and state regulatory requirements, including California water rights reporting and federal/state environmental compliance permits.

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

This service is necessary to provide independent, credible and transparent information used by the SFPUC to comply with federal and state regulatory requirements, and denial of this request would jeopardize our 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.

This service has been provided previously under similar agreements with the USGS for decades. The SFPUC has regularly maintained multiple year agreements with the USGS for both the Tuolumne River watershed and the Bay Area watersheds (Alameda and Peninsula watersheds). The SFPUC does not retain the USGS equipment as part of these agreements. Attached is the most recent version of a previous agreement.

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.

This PCS is for 6 years in order to provide the SFPUC with certainty that the USGS will be able to continue to provide these services so the SFPUC will be able to collect information which is required for the SFPUC to comply with federal and state regulatory requirements by an independent third party widely-recognized for their scientific expertise and transparency.

2. Reason(s) for the Request

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

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

mandate.

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

B. Explain the qualifying circumstances:

The SFPUC is obligated to comply with state water rights reporting requirements and the terms of federal/state environmental compliance permits, and there is a potential perceived conflict with collecting streamflow and reservoir levels with SFPUC staff. The USGS provides an independent, credible, and transparent source - and all of this data is reported in real-time to a public website. This service ensures the SFPUC's ability to reliability comply with these complex and potentially controversial requirements.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Required skills include the ability and expertise to operate, monitor, and maintain complex stream flow and reservoir elevation equipment, as well as the satellite telemetry that collects and reports information to the USGS public website. The USGS provides field support for this instrumentation to be operated continuously. The USGS maintains these types of gauges throughout the country, and is recognized for their scientific expertise and independence, both of which are critical to the SFPUC's compliance with federal and state regulations.

B. Which, if any, civil service class(es) normally perform(s) this work? 5148, Water Operations Analyst;

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

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.

The USGS provides an independent, credible and transparent role in collecting information required for the SFPUC to comply with federal and state regulatory requirements. The only applicable existing classification is the 5148, and the SFPUC is not sufficiently staffed to provide this service at the required level without USGS support.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. N/A

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. SFPUC staff have never provided these services at this scale – for decades the USGS has provided independent reporting on reservoir level, streamflow, and streamflow temperature, now at 21 different locations (often remote and in rugged terrain) in San Mateo, Alameda, and Santa Clara Counties. This independence, and their renowned credibility, is critical to our water rights and federal/state environmental compliance requirements. These 21 stations report to the USGS public website every 15 minutes, which provides the transparency we seek as part of meeting these requirements. In addition, the USGS staff are required to visit these sites regularly and as necessary (e.g., during storms when equipment fails) to ensure these records are continuous and accurate (as required). We have two hydrologists (SFPUC staff) who serve as liaisons to the USGS staff, and these staff have other, related responsibilities.

- 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. Yes - the Water Enterprise has two separate and distinct agreements with the USGS, one for the Tuolumne River watershed, and one for the Bay Area (Alameda and Peninsula) watersheds.

7. Union Notification: On 05/23/2022, the Department notified the following employee organizations of this PSC/RFP request:
Stationary Engineers, Local 39

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

Name: 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# 47601 - 21/22

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 07/18/2022

Receipt of Union Notification(s)

Choi, Suzanne (HRD)

From: dhr-psccordinator@sfgov.org on behalf of shale@sflower.org
Sent: Monday, May 23, 2022 4:17 PM
To: Hale, Shawndrea (PUC); seichenberger@local39.org; MRainsford@local39.org; grojo@local39.org;
Hale, Shawndrea (PUC); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 47601 - 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 47601 - 21/22 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 47601 - 21/22 for \$2,925,850 for Initial Request services for the period 10/01/2021 – 09/30/2027. 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://url.avanan.click/v2/___http://apps.sfgov.org/dhrdrupal/node/18536___YXAzOnNmZHQyOmE6bzoyY2U3YjZjMWMwODRhZTE5ZjBIMDUwNjcwZmViNmQxMT02Ojg2ZGU6NTE0YzI3NzQ2NDE2NjZkMzEyMmU5YmEyYmE4MTk3YjZjODcyYWUxMjgxOWE2ZjZkZGEwNDZhMzE2NTU0OTdkMzpwOIQ For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

Modification

Personal Services Contracts

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION

Dept. Code: AIR

Type of Request: Initial Modification of an existing PSC (PSC # 37012 - 18/19)

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

Type of Service: Cloud-based Software Support for Work Orders and Inventory Management

Funding Source: Airport Operating Funds

PSC Original Approved Amount: \$100,000 PSC Original Approved Duration: 02/01/19 - 06/30/22 (3 years 21 weeks)

PSC Mod#1 Amount: \$100,000 PSC Mod#1 Duration: 06/30/22-12/31/22 (26 weeks 2 days)

PSC Mod#2 Amount: \$100,000 PSC Mod#2 Duration: 01/01/23-06/30/23 (25 weeks 5 days)

PSC Mod#3 Amount: \$300,000 PSC Mod#3 Duration: 07/01/23-06/30/25 (2 years 1 day)

PSC Cumulative Amount Proposed: \$600,000 PSC Cumulative Duration Proposed: 6 years 21 weeks

1. Description of Work

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

San Francisco International Airport (SFO or Airport) has a legacy software license which is now cloud-based to support the Airport's business processes in our Facilities Maintenance division. The Airport has a need to supplement that system to include an additional module for asset tracking with work orders to include some software configuration and training of staff. Additional functionality is required to be able to track the receiving, storing and issuing of all purchased inventory at any given time. This module will enable the Airport to track purchased items within a computerized maintenance management system.

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

This module is needed for the Airport to track purchased items. If denied, SFO will not be able to effectively track inventory.

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.
37012-18/19

D. Will the contract(s) be renewed?

Yes, if the services are still needed 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:

2. Reason(s) for the Request

A. Display all that apply

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

Explain the qualifying circumstances:

Services will be as-needed for training of staff once the new modules are procured.

B. Reason for the request for modification:

Need to add money and extend for time

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Must have access to the proprietary system software to address issues with hosting, troubleshooting, and software configuration.

B. Which, if any, civil service class(es) normally perform(s) this work? 1053, IS Business Analyst-Senior; 1054, IS Business Analyst-Principal; 1404, Clerk; 1406, Senior Clerk; 1820, Junior Administrative Analyst; 1822, Administrative Analyst; 1929, Parts Storekeeper; 1931, Senior Parts Storekeeper; 1942, Asst Materials Coordinator; 7205, Chief Stationary Engineer; 7262, Maintenance Planner; 7335, Senior Stationary Engineer; 0923, Manager II;

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

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

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 do not have access to the proprietary software code to do this work.

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

6. Additional Information

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

No.

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

Contractor will provide 4-8 hours of training on particular software modules to the staff using the system from the following classifications: 1404, 1406, 1820, 1822, 1929, 1931, 1942, 7205, 7262, 7335, and 0923.

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.

JB Systems dba Mainsaver

7. Union Notification: On 04/25/22, the Department notified the following employee organizations of this PSC/RFP request:

Stationary Engineers, Local 39; SEIU Local 1021; 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@flysfso.com

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 37012 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required
DHR Approved for 07/18/2022

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 # 37012 - 18/19)Type of Approval: Expedited Regular Annual Continuing (Omit Posting)Type of Service: Cloud-based Software Support for Work Orders and Inventory ManagementFunding Source: Airport Operating FundsPSC Original Approved Amount: \$100,000PSC Original Approved Duration: 02/01/19 - 06/30/22 (3 years 21 weeks)PSC Mod#1 Amount: \$100,000PSC Mod#1 Duration: 06/30/22-12/31/22 (26 weeks 2 days)PSC Mod#2 Amount: \$100,000PSC Mod#2 Duration: 01/01/23-06/30/23 (25 weeks 5 days)PSC Cumulative Amount Proposed: \$300,000PSC Cumulative Duration Proposed: 4 years 21 weeks**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

San Francisco International Airport (SFO or Airport) has a legacy software license which is now cloud-based to support the Airport's business processes in our Facilities Maintenance division. The Airport has a need to supplement that system to include an additional module for asset tracking with work orders to include some software configuration and training of staff. Additional functionality is required to be able to track the receiving, storing and issuing of all purchased inventory at any given time. This module will enable the Airport to track purchased items within a computerized maintenance management system.

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

This module is needed for the Airport to track purchased items. If denied, SFO will not be able to effectively track inventory.

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.
37012-18/19**D. Will the contract(s) be renewed?**

Yes, if the services are still needed 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:**2. Reason(s) for the Request****A. Display all that apply**

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

Explain the qualifying circumstances:

Services will be as-needed for training of staff once the new modules are procured.

B. Reason for the request for modification:

Need to add money and extend for time

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Must have access to the proprietary system software to address issues with hosting, troubleshooting, and software configuration.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1053, IS Business Analyst-Senior; 1054, IS Business Analyst-Principal; 1404, Clerk; 1406, Senior Clerk; 1820, Junior Administrative Analyst; 1822, Administrative Analyst; 1929, Parts Storekeeper; 1931, Senior Parts Storekeeper; 1942, Asst Materials Coordinator; 7205, Chief Stationary Engineer; 7262, Maintenance Planner; 7335, Senior Stationary Engineer; 0923, Manager II;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No

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

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

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
Contractor will provide 4-8 hours of training on particular software modules to the staff using the system from the following classifications: 1404, 1406, 1820, 1822, 1929, 1931, 1942, 7205, 7262, 7335, and 0923.
- 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.
JB Systems dba Mainsaver

7. Union Notification: On 07/23/21, the Department notified the following employee organizations of this PSC/RFP request:
Stationary Engineers, Local 39; SEIU Local 1021; 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# 37012 - 18/19

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 09/21/2021

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSIONDept. Code: AIR

Type of Request: Initial Modification of an existing PSC (PSC # 37012 - 18/19)

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

Type of Service: Cloud-based Software Support for Work Orders and Inventory ManagementFunding Source: Airport Operating FundsPSC Original Approved Amount: \$100,000PSC Original Approved Duration: 02/01/19 - 06/30/22 (3 years 21 weeks)PSC Mod#1 Amount: \$100,000PSC Mod#1 Duration: 06/30/22-12/31/22 (26 weeks 2 days)PSC Cumulative Amount Proposed: \$200,000PSC Cumulative Duration Proposed: 3 years 47 weeks**1. Description of Work**

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

San Francisco International Airport (SFO or Airport) has a legacy software license which is now cloud-based to support the Airport's business processes in our Facilities Maintenance division. The Airport has a need to supplement that system to include an additional module for asset tracking with work orders to include some software configuration and training of staff. Additional functionality is required to be able to track the receiving, storing and issuing of all purchased inventory at any given time. This module will enable the Airport to track purchased items within a computerized maintenance management system.

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

This module is needed for the Airport to track purchased items. If denied, SFO will not be able to effectively track inventory.

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.
37012-18/19

D. Will the contract(s) be renewed?

Yes, if the services are still needed 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:

2. Reason(s) for the Request

A. Display all that apply

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

Explain the qualifying circumstances:

Services will be as-needed for training of staff once the new modules are procured.

B. Reason for the request for modification:

Need to add money and extend for time

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Must have access to the proprietary system software to address issues with hosting, troubleshooting, and software configuration.

B. Which, if any, civil service class(es) normally perform(s) this work? 1053, IS Business Analyst-Senior; 1054, IS Business Analyst-Principal; 1404, Clerk; 1406, Senior Clerk; 1820, Junior Administrative Analyst; 1822, Administrative Analyst; 1929, Parts Storekeeper; 1931, Senior Parts Storekeeper; 1942, Asst Materials Coordinator; 7205, Chief Stationary Engineer; 7262, Maintenance Planner; 7335, Senior Stationary Engineer; 0923, Manager II;

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

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

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 do not have access to the proprietary software code to do this work.

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

6. Additional Information

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

No.

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

Contractor will provide 4-8 hours of training on particular software modules to the staff using the system from the following classifications: 1404, 1406, 1820, 1822, 1929, 1931, 1942, 7205, 7262, 7335, and 0923.

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.
JB Systems dba Mainsaver

7. **Union Notification:** On 04/21/20, the Department notified the following employee organizations of this PSC/RFP request:

Stationary Engineers, Local 39; SEIU Local 1021; 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# 37012 - 18/19

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: AIRPORT COMMISSION

Dept. Code: AIR

Type of Request: Initial Modification of an existing PSC (PSC # 49345 - 16/17)

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

Type of Service: Consulting Services to Analyze/Develop Retail Concessions, Operations and Airport Projects

Funding Source: Airport Operating Funds

PSC Original Approved Amount: \$700,000 PSC Original Approved Duration: 06/01/17 - 06/30/25 (8 years 4 weeks)

PSC Mod#1 Amount: \$345,000 PSC Mod#1 Duration: 06/01/19-06/30/26 (1 year)

PSC Mod#2 Amount: \$850,000 PSC Mod#2 Duration: 07/01/26-12/31/29 (3 years 26 weeks)

PSC Cumulative Amount Proposed: \$1,895,000 PSC Cumulative Duration Proposed: 12 years 30 weeks

1. Description of Work

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

The San Francisco International Airport (Airport) is seeking consulting services for concessions development and related operational and planning issues; evaluation of the Airport's aesthetic design; retail master planning; creation of concession merchandising standards and quality assurance and control services; evaluation of customer service conditions at the Airport; and analysis of options for hotel development on Airport property.

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

Consultants are needed to prepare presentations to attract a greater variety of airlines, hotel and airport concessions and to increase the level of passenger service at the Airport. This includes retail, food and beverage, general services, hotel, airline and cargo services which generate revenues at the Airport. Third party expertise is also required to attract new, revenue-generating international air service and to provide independent testing and verification (i.e. audits) of concessionaires' claims regarding food items, products, and services. Denial would leave the Airport without the assistance of subject matter experts and would limit the Airport's ability to increase revenue.

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

Yes, by this existing PSC 49345-16/17

D. Will the contract(s) be renewed?

Yes, if there continues to be a need for these services.

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

To increase the amount and extend the term for the same scope of work.

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 is specialized, intermittent, or expertise cannot effectively be developed in-house.

B. Reason for the request for modification:

To increase the amount and extend the term for the same scope of work.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Expertise in retail master programming in large-hub airports, airport hotels, and other Airport revenue-related projects.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1823, Senior Administrative Analyst; 1824, Pr Administrative Analyst; 9206, Airport Property Specialist 1; 9255, Airport Economic Planner;
- 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.
Existing civil service classifications (1823, 1824, 9206, and 9255) will work with the consultants procured under this PSC. However the work requires in-depth industry knowledge and access to specialized data related to airports, airlines, airport hotels, and airport concessions. The Airport does not have access to the data needed, and Airport staff does not possess the level of industry knowledge for the major projects envisioned under this scope. Consultants may also be asked to perform operations audits that must be completed by a third party. Furthermore the services are often required on an as-needed, intermittent, or periodic 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, not at this time.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
None at this time because of the specialized and intermittent nature of the 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 05/18/22, the Department notified the following employee organizations of this PSC/RFP request:

Professional & Tech Engrs, Local 21;

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

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 49345 - 16/17

DHR Analysis/Recommendation:
Commission Approval Required
DHR Approved for 07/18/2022

Civil Service Commission Action:

Receipt of Union Notification(s)

Choi, Suzanne (HRD)

From: dhr-psccordinator@sfgov.org on behalf of cynthia.avakian@flysfso.com
Sent: Wednesday, May 18, 2022 10:57 AM
To: Cynthia Avakian (AIR); Laxamana, Junko (BOS); WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Ricardo Valle (AIR); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Modification Request to PSC # 49345 - 16/17 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The AIRPORT COMMISSION -- AIR has submitted a modification request for a Personal Services Contract (PSC) for \$850,000 for services for the period July 1, 2026 – December 31, 2029. 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/12807>

Email sent to the following addresses: L21PSCReview@ifpte21.org pkim@ifpte21.org kschumacher@ifpte21.org tmathews@ifpte21.org wendywong26@yahoo.com WendyWong26@yahoo.com junko.laxamana@sfgov.org

Additional Attachment(s)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION

Dept. Code: AIR

Type of Request: Initial Modification of an existing PSC (PSC # 49345 - 16/17)

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

Type of Service: Consulting Services to Analyze/Develop Retail Concessions, Operations and Airport Projects

Funding Source: Airport Operating Funds

PSC Original Approved Amount: \$700,000 PSC Original Approved Duration: 06/01/17 - 06/30/25 (8 years 4 weeks)

PSC Mod#1 Amount: \$345,000 PSC Mod#1 Duration: 06/01/19-06/30/26 (1 year)

PSC Cumulative Amount Proposed: \$1,045,000 PSC Cumulative Duration Proposed: 9 years 4 weeks

1. Description of Work

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

The San Francisco International Airport (Airport) is seeking consulting services for concessions development and related operational and planning issues; evaluation of the Airport's aesthetic design; retail master planning; creation of concession merchandising standards and quality assurance and control services; evaluation of customer service conditions at the Airport; and analysis of options for hotel development on Airport property.

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

Consultants are needed to prepare presentations to attract a greater variety of airlines, hotel and airport concessions and to increase the level of passenger service at the Airport. This includes retail, food and beverage, general services, hotel, airline and cargo services which generate revenues at the Airport. Third party expertise is also required to attract new, revenue-generating international air service and to provide independent testing and verification (i.e. audits) of concessionaires' claims regarding food items, products, and services. Denial would leave the Airport without the assistance of subject matter experts and would limit the Airport's ability to increase revenue.

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

Yes, PSC 49345-16/17

D. Will the contract(s) be renewed?

Yes, if there continues to be a need for these services.

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

The duration will cover the contracts issued from Request for Qualifications (RFQ) 50097 for Airport Management Consulting. Contracts may be awarded for a term of up to five (5) years. The additional time is to accommodate the authorization from the RFQ pool.

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 is specialized, intermittent, or expertise cannot effectively be developed in-house.

B. Reason for the request for modification:

To increase the amount for the same scope of work.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Expertise in retail master programming in large-hub airports, airport hotels, and other Airport revenue-related projects.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1823, Senior Administrative Analyst; 1824, Pr Administrative Analyst; 9206, Airport Property Specialist 1; 9255, Airport Economic Planner;
- 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.
Existing civil service classifications (1823, 1824, 9206, and 9255) will work with the consultants procured under this PSC. However the work requires in-depth industry knowledge and access to specialized data related to airports, airlines, airport hotels, and airport concessions. The Airport does not have access to the data needed, and Airport staff does not possess the level of industry knowledge for the major projects envisioned under this scope. Consultants may also be asked to perform operations audits that must be completed by a third party. Furthermore the services are often required on an as-needed, intermittent, or periodic 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, not at this time.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
None at this time because of the specialized and intermittent nature of the work.
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
Yes, ICF Resources, Inc. and Walker Consultants

7. Union Notification: On 04/19/19, the Department notified the following employee organizations of this PSC/RFP request:

Professional & Tech Engrs, Local 21;

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

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 49345 - 16/17

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 04/30/2019



CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE
MAYOR

Sent Via Electronic Mail

GINA M. ROCCANOVA
PRESIDENT

May 19, 2017

KATE FAVETTI
VICE PRESIDENT

NOTICE OF CIVIL SERVICE COMMISSION ACTION

DOUGLAS S. CHAN
COMMISSIONER

SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACTS NUMBERS 45852-16/17; 43332-16/17; 42309-16/17; 49918-16/17; 40660-16/17; 45567-16/17; 49345-16/17; 48159-16/17; 49883-16/17; AND 34385-16/17.

F. X. CROWLEY
COMMISSIONER

SCOTT R. HELDFOND
COMMISSIONER

At its meeting on May 15, 2017 the Civil Service Commission had for its consideration the above matter.

The Commission adopted the report and approved the request for all 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.

MICHAEL L. BROWN
EXECUTIVE OFFICER

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

MICHAEL L. BROWN
Executive Officer

Attachments

Cc: Cynthia Avakian, Airport
Lavena Holmes, Port
William Lee, Department of Emergency Management
Diane Lim, Adult Probation
Joan Lubamersky, General Services Agency
Jacquie Fong, Contract of Administration
Ben Rosenfield, Controller's Office
Commission File
Chron

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
	AGENCY - CITY ADMIN		sound pest control. The IPM services will employ a mix of biological, cultural, mechanical/ physical, education, and least toxic chemical strategies and tactics to control pests on City property. Contractor will utilize mechanical, physical, and chemical controls; monitor pest populations; keep records/ logs of infestation; comply with San Francisco IPM ordinance; and control mosquito and rat populations on City streets and sewers.			
40660 - 16/17	DEPARTMENT OF EMERGENCY MANAGEMENT	\$850,000.00	For the system to function properly, it requires warranty/maintenance and technical support after go-live of the system. This request covers maintenance and technical support services from year 2 to 6 after system go-live. This contract ensures that DEM will receive future system upgrades/patches, problem fixes and provide onsite and remote technical support per Service Level Agreement established by both parties.	July 1, 2018	June 30, 2023	REGULAR
45567 - 16/17	PORT	\$40,000,000.00	Provide planning, preliminary design and engineering, environmental review, and technical review of final designs and construction for the Seawall Resiliency Project. Final design and engineering, construction, and construction management will be completed by others. The Seawall Resiliency Project is a Port lead and City priority project to improve earthquake safety and flood protection along The Embarcadero waterfront by reconstructing or replacing the 3 mile long Seawall that stretches from Pier 45 to Mission Creek. The Seawall is a vital piece of infrastructure that supports the historic bulkhead wharves and buildings, stabilizes the filled land containing The Embarcadero transit corridor and critical City utilities, and provides coastal wave and flood protection to much of Downtown. It is over 100 years old, has deteriorated and settled, is highly vulnerable to earthquake damage, and is unable to protect the Port and City from coastal flooding as sea levels rise in the coming decades.	July 1, 2017	June 30, 2027	REGULAR
49345 - 16/17	AIRPORT COMMISSION	\$700,000.00	The San Francisco International Airport ("Airport") is seeking consulting services for concessions development and related operational and planning issues; evaluation of the Airport's aesthetic design; retail master planning; creation of concession merchandising standards and quality assurance and control services; evaluation of customer service conditions at the Airport; and analysis of options for hotel development on Airport property.	June 1, 2017	June 30, 2025	REGULAR
48159 - 16/17	AIRPORT COMMISSION	\$1,800,000.00	As-needed executive search and recruitment services are required to assist the Airport Commission (Airport) in meeting its hiring needs for senior managers and other employees with specialized knowledge of airport facilities, operations, safety and security, or financial and aviation planning backgrounds. Services include conducting nationwide searches for senior executive/managers for vacant positions, recruitment of candidates from diverse backgrounds, providing the Airport with candidates to interview, and providing reference checks.	June 15, 2017	December 31, 2022	REGULAR
49883 - 16/17	AIRPORT COMMISSION	\$10,000,000.00	Airport liaison services include serving as a third party consultant to the Airport in managing the airport/airline relationship, facilitating airline approvals required by Airline Lease and Use Agreements for changes in rates, policies, and capital facilities, and providing analyses and technical expertise for all stakeholders in resolving airport/airline issues.	June 1, 2017	June 30, 2024	REGULAR

TOTAL AMOUNT \$462,850,000



PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - CITY ADMIN

Dept. Code: ADM

Type of Request: Initial Modification of an existing PSC (PSC # 47879 - 17/18)

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

Type of Service: vehicle washing and detailing

Funding Source: General fund

PSC Original Approved Amount: \$325,000 PSC Original Approved Duration: 11/01/17 - 12/31/20 (3 years 8 weeks)

PSC Mod#1 Amount: \$2,375,000 PSC Mod#1 Duration: 11/01/17-02/28/21 (8 weeks 3 days)

PSC Mod#2 Amount: \$1,350,000 PSC Mod#2 Duration: 11/01/20-09/01/22 (1 year 26 weeks)

PSC Mod#3 Amount: \$650,000 PSC Mod#3 Duration: 11/01/17-02/28/25 (2 years 25 weeks)

PSC Cumulative Amount Proposed: \$4,700,000 PSC Cumulative Duration Proposed: 7 years 17 weeks

1. Description of Work

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

This contract will establish a list of vendors in different parts of the City to perform as needed/seasonal car washing/detailing services (including some biohazard decontaminants) for the City's fleet of cars, sedans, pick ups and SUVs. Additionally, mobile car washing services will be available for vehicles and equipment including street sweepers, tractor and aerial trucks.

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

Vehicle washing services are needed to aid in vehicle maintenance, equipment functionality, maintain a professional appearance for City vehicles and minimize vehicle out of service periods. Consequences of denial include potential accelerated depreciation of City fleet vehicles and possible undetected contaminants on/in vehicles not washed regularly, potentially exposing City employees to hazards. These hazards include human contaminants such as body lice and body fluids in police cars.

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

By contract

D. Will the contract(s) be renewed?

Yes.

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 contracts are in place for multiple vendors. Continuing with this approval will allow those multiple contracts to be extended.

2. Reason(s) for the Request

A. Display all that apply

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

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

Explain the qualifying circumstances:

Vehicles are washed on an as-needed basis and the City does not have vehicle washing facilities or mobile washing capacity.

B. Reason for the request for modification:

Additional work is needed; seek to make PSC consistent with contract with vendor.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Ability to clean interior and exterior of vehicles including disinfecting and removal of biohazard materials for vehicles and equipment of all sizes. Ability to operate car washing machinery. Knowledge of and ability to clean contaminants.
- B. Which, if any, civil service class(es) normally perform(s) this work? 7410, Automotive Service Worker; 7410, Automotive Service Worker;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. Automated vehicle washing facilities to clean cars, sedans, pick ups and SUVs. Additionally, contractors will provide mobile washing equipment which may require the use of a tanker truck with vacuum equipment.

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

Not Applicable

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

- A. Explain why civil service classes are not applicable.
Civil service classes that may perform washing services are of higher skill than required for these services and do not provide mobile 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 City does not have the facilities and equipment to perform these services.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the 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.
Five vendors currently do this work under contract with the dept

7. Union Notification: On 05/23/22, the Department notified the following employee organizations of this PSC/RFP request:

Transport Workers Union, L 200;

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

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 47879 - 17/18

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 07/18/2022

Receipt of Union Notification(s)

From: [Lubamersky, Joan \(ADM\)](#)
To: rmarenco@twusf.org; pwilson@twusf.org; att-email-administrator@twusf.org
Subject: Union notification PSC 47879 mod vehicle washing
Date: Monday, May 23, 2022 5:35:00 PM
Attachments: [5.23.22 Memo and PSC Notification to TWU 250A.pdf](#)

May 23, 2022

TO: rmarenco@twusf.org
pwilson@twusf.org
att-email-administrator@twusf.org

FROM: Joan Lubamersky, Contract Coordinator
Office of the City Administrator

SUBJ: Proposed Modification to Personal Services Contract (PSC) 47879 17.18
As Needed/Seasonal Vehicle Washing by Mobile Crews

This memorandum is being sent to you via email because we understand that TWU Local 250A does not receive notices of City of San Francisco PSCs via our automated system.

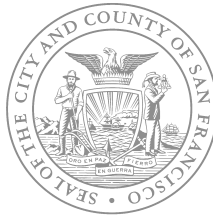
This contract is to provide additional funds to perform as needed/season vehicle washing/detailing services including some biohazard decontaminants for the City's fleet of cars, sedans, pickup trucks and SUVs. Mobile car washing will be available for vehicles and equipment including street sweepers, tractors and aerial trucks. We are requesting authorization from the Civil Service Commission to add \$650,000 to the current authorization of \$4,050,000.

Pease let me know if you have any questions. Joan.Lubamersky@sfgov.org or 415-554-4859.

Your union has 30 days in which to ask questions about this PSC before it moves forward to the Civil Services Commission. Please notify me as well as the Department of Human Resources, DHR-PSCCoordinator@sfgov.org if you have any questions. I have copied that email address on this email.

Joan Lubamersky
Office of the City Administrator
One Carlton B. Goodlett Place, Room 362
San Francisco, CA 94102

City & County of San Francisco
London N. Breed, Mayor



Office of the City Administrator
Carmen Chu, City Administrator

May 23, 2022

TO: rmarenco@twusf.org
pwilson@twusf.org
att-email-administrator@twusf.org

FROM: Joan Lubamersky, Contract Coordinator
Office of the City Administrator

SUBJ: Proposed Modification to Personal Services Contract (PSC) 47879 17.18
As Needed/Seasonal Vehicle Washing by Mobile Crews

This memorandum is being sent to you via email because we understand that TWU Local 250A does not receive notices of City of San Francisco PSCs via our automated system.

This contract is to provide additional funds to perform as needed/season vehicle washing/detailing services including some biohazard decontaminants for the City's fleet of cars, sedans, pickup trucks and SUVs. Mobile car washing will be available for vehicles and equipment including street sweepers, tractors and aerial trucks. We are requesting authorization from the Civil Service Commission to add \$650,000 to the current authorization of \$4,050,000.

Please let me know if you have any questions. Joan.Lubamersky@sfgov.org or 415-554-4859.

Your union has 30 days in which to ask questions about this PSC before it moves forward to the Civil Services Commission. Please notify me as well as the Department of Human Resources, DHR-PSCCoordinator@sfgov.org if you have any questions. I have copied that email address on this email.

From: dhr-psccordinator@sfgov.org on behalf of joan.lubamersky@sfgov.org
To: [Lubamersky, Joan \(ADM\); mdennis@twusf.org; roger marengo; local200twu@sbcglobal.net; DHR-PSCCoordinator, DHR \(HRD\)](mailto:Lubamersky, Joan (ADM); mdennis@twusf.org; roger marengo; local200twu@sbcglobal.net; DHR-PSCCoordinator, DHR (HRD))
Subject: Receipt of Modification Request to PSC # 47879 - 17/18 - MODIFICATIONS
Date: Monday, May 23, 2022 4:48:01 PM

PSC RECEIPT of Modification notification sent to Unions and DHR

The GENERAL SERVICES AGENCY - CITY ADMIN -- ADM has submitted a modification request for a Personal Services Contract (PSC) for \$650,000 for services for the period November 1, 2017 – February 28, 2025. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

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

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/13772>

Email sent to the following addresses: local200twu@sbcglobal.net
rmarengo@twusf.org mdennis@twusf.org

Additional Attachment(s)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - CITY ADMIN

Dept. Code: ADM

Type of Request: Initial Modification of an existing PSC (PSC # 47879 - 17/18)

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

Type of Service: vehicle washing and detailing

Funding Source: General fund

PSC Original Approved Amount: \$325,000

PSC Original Approved Duration: 11/01/17 - 12/31/20 (3 years 8 weeks)

PSC Mod#1 Amount: \$2,375,000

PSC Mod#1 Duration: 11/01/17-02/28/21 (8 weeks 3 days)

PSC Mod#2 Amount: \$1,350,000

PSC Mod#2 Duration: 11/01/20-09/01/22 (1 year 26 weeks)

PSC Cumulative Amount Proposed: \$4,050,000

PSC Cumulative Duration Proposed: 4 years 43 weeks

1. Description of Work

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

This contract will establish a list of vendors in different parts of the City to perform as needed/seasonal car washing/detailing services (including some biohazard decontaminants) for the City's fleet of cars, sedans, pick ups and SUVs. Additionally, mobile car washing services will be available for vehicles and equipment including street sweepers, tractor and aerial trucks.

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

Vehicle washing services are needed to aid in vehicle maintenance, equipment functionality, maintain a professional appearance for City vehicles and minimize vehicle out of service periods. Consequences of denial include potential accelerated depreciation of City fleet vehicles and possible undetected contaminants on/in vehicles not washed regularly, potentially exposing City employees to hazards. These hazards include human contaminants such as body lice and body fluids in police cars.

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

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

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 contracts are in place for multiple vendors. Continuing with this approval will allow those multiple contracts to be extended.

2. Reason(s) for the Request

A. Display all that apply

- Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).
- Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator).

Explain the qualifying circumstances:

Vehicles are washed on an as-needed basis and the City does not have vehicle washing facilities or mobile washing capacity.

B. Reason for the request for modification:

To add funds and duration. Additional cleaning is necessary, in part due to COVID-19

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Ability to clean interior and exterior of vehicles including disinfecting and removal of biohazard materials for vehicles and equipment of all sizes. Ability to operate car washing machinery. Knowledge of and ability to clean contaminants.
- B. Which, if any, civil service class(es) normally perform(s) this work? 7410, Automotive Service Worker; 7410, Automotive Service Worker;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. Automated vehicle washing facilities to clean cars, sedans, pick ups and SUVs. Additionally, contractors will provide mobile washing equipment which may require the use of a tanker truck with vacuum equipment.

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

Not Applicable

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

- A. Explain why civil service classes are not applicable.
Civil service classes that may perform washing services are of higher skill than required for these services and do not provide mobile 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 City does not have the facilities and equipment to perform these services.

6. Additional Information

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

- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the 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.
Five vendors currently do this work under contract with the dept

7. Union Notification: On 08/20/20, the Department notified the following employee organizations of this PSC/RFP request:
Transport Workers Union, L 200;

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

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 47879 - 17/18
 DHR Analysis/Recommendation:
 Commission Approval Not Required
 Approved by DHR on 10/07/2020

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - CITY ADMIN

Dept. Code: ADM

Type of Request: Initial Modification of an existing PSC (PSC # 47879 - 17/18)

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

Type of Service: vehicle washing and detailing

Funding Source: General fund

PSC Original Approved Amount: \$325,000 PSC Original Approved Duration: 11/01/17 - 12/31/20 (3 years 8 weeks)

PSC Mod#1 Amount: \$2,375,000 PSC Mod#1 Duration: 11/01/17-02/28/21 (8 weeks 3 days)

PSC Cumulative Amount Proposed: \$2,700,000 PSC Cumulative Duration Proposed: 3 years 17 weeks

1. Description of Work

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

This contract will establish a list of vendors in different parts of the City to perform as needed/seasonal car washing/detailing services (including some biohazard decontaminants) for the City's fleet of cars, sedans, pick ups and SUVs. Additionally, mobile car washing services will be available for vehicles and equipment including street sweepers, tractor and aerial trucks.

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

Vehicle washing services are needed to aid in vehicle maintenance, equipment functionality, maintain a professional appearance for City vehicles and minimize vehicle out of service periods. Consequences of denial include potential accelerated depreciation of City fleet vehicles and possible undetected contaminants on/in vehicles not washed regularly, potentially exposing City employees to hazards. These hazards include human contaminants such as body lice and body fluids in police cars.

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.

Mobile services are new. Other vehicle car washing was performed under 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:

2. Reason(s) for the Request

A. Display all that apply

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

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

Explain the qualifying circumstances:

Vehicles are washed on an as-needed basis and the City does not have vehicle washing facilities or mobile washing capacity.

B. Reason for the request for modification:

To add funds; additional services identified

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Ability to clean interior and exterior of vehicles including disinfecting and removal of biohazard materials for vehicles and equipment of all sizes. Ability to operate car washing machinery.

Knowledge of and ability to clean contaminants.

- B. Which, if any, civil service class(es) normally perform(s) this work? 7410, Automotive Service Worker; 7410, Automotive Service Worker;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. Automated vehicle washing facilities to clean cars, sedans, pick ups and SUVs. Additionally, contractors will provide mobile washing equipment which may require the use of a tanker truck with vacuum equipment.

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

Not Applicable

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

- A. Explain why civil service classes are not applicable.
Civil service classes that may perform washing services are of higher skill than required for these services and do not provide mobile 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 City does not have the facilities and equipment to perform these services.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
No 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 07/22/19, the Department notified the following employee organizations of this PSC/RFP request:

Transport Workers Union, L 200;

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

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 47879 - 17/18

DHR Analysis/Recommendation:

09/16/2019

Page 270

Commission Approval Required
09/16/2019 DHR Approved for 09/16/2019

Approved by Civil Service Commission

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - CITY ADMIN

Dept. Code: ADM

Type of Request: Initial Modification of an existing PSC (PSC # 49582 - 19/20)

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

Type of Service: Boat repair and maintenance services

Funding Source: General fund

PSC Original Approved Amount: \$1,125,000 PSC Original Approved Duration: 04/01/20 - 03/31/25 (5 years)

PSC Mod#1 Amount: \$875,000 PSC Mod#1 Duration: no duration added

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

PSC Cumulative Amount Proposed: \$3,000,000 PSC Cumulative Duration Proposed: 5 years

1. Description of Work

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

Work to be performed is to dry dock the City's Fire Department (SFFD) boats for repairs and maintenance services. The immediate need for these services is for SFFD's three boats. All three boats are in rotation but Fire Boat #1 (the Phoenix) has not been out of the water for five years and is overdue for repairs and maintenance. In addition, having the City's fleet of vessels dry docked and out of water will give the City full access to repairs that cannot easily be identified and serviced when boats are in the water.

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

This service is necessary to maintain operations of the SFFD and San Francisco Police Department (SFPD) Marine Units which are responsible for maritime tasks for 64 square miles of San Francisco waterways, as well as the Port of San Francisco which include the ferry and cruise ship terminals. Denial may result in nonoperational boats, and delayed costly emergency repairs and will impact performance and response time for the SFFD and San Francisco Police Marine Units.

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.
49582-19/20

D. Will the contract(s) be renewed?
If 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:
This duration is to match the contract that we are planning to execute.

2. Reason(s) for the Request

A. Display all that apply

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

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

Explain the qualifying circumstances:

Work is as needed and requires having a shipyard and repair equipment necessary to perform the services.

- B. Reason for the request for modification:
Need to add additional funding.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: The contractor is required to provide a dry dock and boat repair yard within the Bay Area region as well as industrial machinery and tools needed to perform the services. The contractor must be certified to perform the services by the American Boat and Yacht Council or provide alternative documentation (e.g. certification from equipment manufacturer and/or marine association) that demonstrates equivalent qualifications.
- B. Which, if any, civil service class(es) normally perform(s) this work? 9376, Market Research Spec, Port; H110, Marine Engineer of Fire Boats;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. The contractor will provide a shipyard and repair equipment.

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

Not Applicable

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

- A. Explain why civil service classes are not applicable.
This work requires having a shipyard and repair equipment and is as-needed. Therefore, civil service classifications would not be applicable.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. Work is as needed.

6. Additional Information

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

7. Union Notification: On 05/13/22, the Department notified the following employee organizations of this PSC/RFP request:

Firefighters - B/U 2; Architect & Engineers, Local 21;

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

Name: Elaine Walters Phone: (415)558-3418 Email: elaine.walters@sfgov.org

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 49582 - 19/20

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 07/18/2022

Receipt of Union Notification(s)

Koestenbaum, Elissa (FIR)

From: DHR-PSCCoordinator, DHR (HRD)
Sent: Friday, May 13, 2022 12:15 PM
To: Koestenbaum, Elissa (FIR)
Subject: FW: Receipt of Modification Request to PSC # 49582 - 19/20 - MODIFICATIONS

FYI

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

From: dhr-psccordinator@sfgov.org <dhr-psccordinator@sfgov.org> On Behalf Of elaine.walters@sfgov.org
Sent: Friday, May 13, 2022 11:49 AM
To: Walters, Elaine (FIR) <elaine.walters@sfgov.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; Corso, Mark <mark.corso@sfgov.org>; DHR-
PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>
Subject: Receipt of Modification Request to PSC # 49582 - 19/20 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The GENERAL SERVICES AGENCY - CITY ADMIN -- ADM has submitted a modification request for a Personal Services Contract (PSC) for \$1,000,000 for services for the period June 1, 2022 – March 31, 2025. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

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

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/16276>

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

Koestenbaum, Elissa (FIR)

From: Koestenbaum, Elissa (FIR)
Sent: Friday, May 13, 2022 3:04 PM
To: Buford, Shon (FIR)
Cc: Walters, Elaine (FIR); Lubamersky, Joan (ADM)
Subject: Notification of Personal Services Contract Boat Repair PSC 49582 19/20 Modification
Attachments: FireBoat PSC 49582-19_20 Union Notification 20220513.pdf

To Shon Buford
President Firefighters Local 798

This memorandum is being sent as notice that the City and County of San Francisco Office of Contract Administration proposes a modification for a contract for services to dry dock and repair boats for the San Francisco Fire and Police Department. We are notifying you because Classification H110 Marine Engineer of Fire Boats, which you represent, might provide some of these services.

A copy of our PSC request is attached.

Employee organizations are usually notified of PSCs by the Department of Human Resources on line PSC portal. However Firefighters 798 is not registered for these notifications.

Therefore we are contacting you via email. Employee organizations generally have thirty (30) days during which they can raise questions about a proposed PSC.

Please let me know if you have any questions. Attachment: PSC Summary Form 1 and Notice.

Thank you,

Elissa Koestenbaum (she, her, hers)
Contracts Analyst
Finance & Planning Division
San Francisco Fire Department

Additional Attachment(s)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - CITY ADMIN

Dept. Code: ADM

Type of Request: Initial Modification of an existing PSC (PSC # 49582 - 19/20)

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

Type of Service: Boat repair and maintenance services

Funding Source: General fund

PSC Original Approved Amount: \$1,125,000 PSC Original Approved Duration: 04/01/20 - 03/31/25 (5 years)

PSC Mod#1 Amount: \$875,000 PSC Mod#1 Duration: no duration added

PSC Cumulative Amount Proposed: \$2,000,000 PSC Cumulative Duration Proposed: 5 years

1. Description of Work

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

Work to be performed is to dry dock the City's Fire Department (SFFD) boats for repairs and maintenance services. The immediate need for these services is for SFFD's three boats. All three boats are in rotation but Fire Boat #1 (the Phoenix) has not been out of the water for five years and is overdue for repairs and maintenance. In addition, having the City's fleet of vessels dry docked and out of water will give the City full access to repairs that cannot easily be identified and serviced when boats are in the water.

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

This service is necessary to maintain operations of the SFFD and San Francisco Police Department (SFPD) Marine Units which are responsible for maritime tasks for 64 square miles of San Francisco waterways, as well as the Port of San Francisco which include the ferry and cruise ship terminals. Denial may result in nonoperational boats, and delayed costly emergency repairs and will impact performance and response time for the SFFD and San Francisco Police Marine Units.

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 has not been provided through an as-needed repair contract in the past but there have been similar requests for other Departments

D. Will the contract(s) be renewed?

If 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:

N/A

2. Reason(s) for the Request

A. Display all that apply

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

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

Explain the qualifying circumstances:

Work is as needed and requires having a shipyard and repair equipment necessary to perform the services.

B. Reason for the request for modification:

The Department is requesting to increase the amount of this PSC approval. This approval would allow for multiple contract capacity, to ensure the Fire Department has options should there be an issue with the availability of one supplier given the specialized work.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: The contractor is required to provide a dry dock and boat repair yard within the Bay Area region as well as industrial machinery and tools needed to perform the services. The contractor must be certified to perform the services by the American Boat and Yacht Council or provide alternative documentation (e.g. certification from equipment manufacturer and/or marine association) that demonstrates equivalent qualifications.

B. Which, if any, civil service class(es) normally perform(s) this work? 9376, Market Research Spec, Port; H110, Marine Engineer of Fire Boats;

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

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

This work requires having a shipyard and repair equipment and is as-needed. Therefore, civil service classifications would not be applicable.

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

6. Additional Information

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the 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 05/17/21, the Department notified the following employee organizations of this PSC/RFP request:
Firefighters - B/U 2; Architect & Engineers, Local 21;

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

Name: Elaine Walters Phone: (415)558-3418 Email: elaine.walters@sfgov.org

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 49582 - 19/20

DHR Analysis/Recommendation:

07/19/2021

Commission Approval Required

Approved by Civil Service Commission

07/19/2021 DHR Approved for 07/19/2021

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: Boat repair and maintenance services

Funding Source: General fund

PSC Amount: \$1,125,000

PSC Est. Start Date: 04/01/2020

PSC Est. End Date
03/31/2025

1. Description of Work

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

Work to be performed is to dry dock the City's Fire Department (SFFD) boats for repairs and maintenance services. The immediate need for these services is for SFFD's three boats. All three boats are in rotation but Fire Boat #1 (the Phoenix) has not been out of the water for five years and is overdue for repairs and maintenance. In addition, having the City's fleet of vessels dry docked and out of water will give the City full access to repairs that cannot easily be identified and serviced when boats are in the water.

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

This service is necessary to maintain operations of the SFFD and San Francisco Police Department (SFPD) Marine Units which are responsible for maritime tasks for 64 square miles of San Francisco waterways, as well as the Port of San Francisco which include the ferry and cruise ship terminals. Denial may result in nonoperational boats, and delayed costly emergency repairs and will impact performance and response time for the SFFD and San Francisco Police Marine Units.

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.

There has not been a City Wide As-Needed Boat Repairs and Maintenance contract. However, the Civil Service Commission recently approved PSC # 42463-19/20 which is replacement of engines and repairs and maintenance for the SFPD.

D. Will the contract(s) be renewed?

If 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):

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:

Work is as needed and requires having a shipyard and repair equipment necessary to perform the services.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: The contractor is required to provide a dry dock and boat repair yard within the Bay Area region as well as industrial machinery and tools needed to perform the services. The contractor must be certified to perform the services by the American Boat and Yacht Council or provide alternative documentation (e.g. certification from equipment manufacturer and/or marine association) that demonstrates equivalent qualifications.

B. Which, if any, civil service class(es) normally perform(s) this work? 9376, Market Research Spec, Port; H110, Marine Engineer of Fire Boats;

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

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

Work is as-needed.

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 having a shipyard and repair equipment and is as-needed. Therefore, civil service classifications would not be applicable.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. Work is as needed.

6. Additional Information

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

No.

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

No. No training will be provided.

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

No.

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

No.

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

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

7. Union Notification: On 02/10/2020, the Department notified the following employee organizations of this PSC/RFP request:
Architect & Engineers, Local 21; Firefighters - B/U 2

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

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 49582 - 19/20

DHR Analysis/Recommendation:

action date: 05/18/2020

Commission Approval Required

Approved by Civil Service Commission

05/18/2020 DHR Approved for 05/18/2020

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH

Dept. Code: DPH

Type of Request: Initial Modification of an existing PSC (PSC # 2014-08/09)

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

Type of Service: Perinatal/Neonatal/Maternity Package Plan

Funding Source: Gen Fund, Private, Public Grant

PSC Original Approved Amount: \$420,000

PSC Original Approved Duration: 07/01/2009 - continuous

PSC Mod#1 Amount: \$61,600

PSC Mod#1 Duration: 07/01/15 - continuous

PSC Mod#2 Amount: \$50,000

PSC Mod#2 Duration: 07/01/19 - continuous

PSC Mod#3 Amount: \$250,000

PSC Mod#3 Duration: 09/09/19 - continuous

PSC Mod#4 Amount: \$300,000

PSC Mod#4 Duration: 03/23/22 - continuous

PSC Cumulative Amount Proposed: \$1,081,600

PSC Cumulative Duration Proposed: 07/01/2009 - continuous

1. Description of Work

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

Contractors will provide 24-hour perinatal, neonatal and pediatric consultation and transport services, consultation services: nursing, social services and respiratory therapy. They will also provide preceptorship programs to the perinatal outreach program, and full-day didactic classes to UCSF's Nursing Education and Training Program. Included will be comprehensive maternity care, e.g., physicians and certified nurse midwives for outpatient obstetrical visits, antenatal assessments, labor, delivery, obstetrically-related inpatient visits, and postpartum outpatient visits within eight weeks of delivery.

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

These multi-faceted services will help diagnose and treat conditions of pregnant women, often promoting the general well-being of often- marginalized current or newly-arrived residents of San Francisco who may not have the resources to attain services on their own. Many of these services help diagnose, treat and prevent conditions threatening the health of individuals and the public health as a whole. Denial of these services would jeopardize pregnant women without other resources from receiving comprehensive maternity care, the health of residents of San Francisco and would allow non-obstetric conditions to go undiagnosed and untreated, leading to more costly forms of treatment.

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 2014-08/09

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 Department expects the need for these services to continue.

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:

24 hour perinatal, neonatal and pediatric consultation services. It's a comprehensive maternity care with physicians and certified nurse midwives for outpatient visits within 8 weeks of delivery. It's a multi faced services and current civil service classes are already at maximum capacity for providing services to this population.

B. Reason for the request for modification:

To increase the amount to reflect annual funding for 24-hour prenatal, neonatal, maternity, and pediatric consultation and transportation services contract.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Professional trained and licensed staff, including medical staff, who are knowledgeable, experienced and represent a wide range of disciplines and skills. Knowledge of immunizations, breast/cervical cancer, tuberculosis, STDs, HIV/AIDS and related monitoring, treatment and prevention. Skills in the field of Obstetrics, Gynecology and Reproductive Sciences. Extensive laboratory and research studies resources. Access to the multi-faceted resources of a medical school. (Continued on attachment)

B. Which, if any, civil service class(es) normally perform(s) this work? 1237, Training Coordinator; 1822, Administrative Analyst; 1823, Senior Administrative Analyst; 2110, Medical Records Clerk; 2220, Physician; 2230, Physician Specialist; 2305, Psychiatric Technician; 2320, Registered Nurse; 2328, Nurse Practitioner; 2416, Laboratory Technician II; 2450, Pharmacist; 2548, Occupational Therapist; 2585, Health Worker 1; 2586, Health Worker 2; 2589, Health Program Coordinator 1; 2591, Health Program Coordinator 2; 2593, Health Program Coordinator 3; 2830, Public Health Nurse; 2920, Medical Social Worker;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. The contractors will provide services in licensed and approved facilities.

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.

Employees in existing civil service classes work with UCSF employees under this contract to provide these services. Current civil service classes are already at maximum capacity for providing services to this population. UCSF provides a package of experience and expertise currently unavailable in civil service.

- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: The City currently has Civil Service classifications that are used to provide a portion of these services.

6. Additional Information

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

7. Union Notification: On 03/23/22, the Department notified the following employee organizations of this PSC/RFP request:

SEIU, Local 1021 (Staff Nurse & Per Diem Nurse); SEIU 1021 Miscellaneous; Professional & Tech Engrs, Local 21; Physicians and Dentists - 8CC; 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: Kelly Hiramoto Phone: 415-255-3492 Email: kelly.hiramoto@sfdph.org

Address: 101 Grove Street, Room 307, San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 2014-08/09

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 07/18/2022

Civil Service Commission Action:

Receipt of Union Notification(s)

Choi, Suzanne (HRD)

From: dhr-psccordinator@sfgov.org on behalf of kelly.hiramoto@sfdph.org
Sent: Wednesday, March 23, 2022 3:04 PM
To: Hiramoto, Kelly (DPH); snaranjo@cirseiu.org; jennifer.esteen@seiu1021.org; emathurin@cirseiu.org; abush@cirseiu.org; sbabaria@cirseiu.org; kcartermartinez@cirseiu.org; Sandeep.lal@seiu1021.me; ablood@cirseiu.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; tjenkins@uapd.com; jduritz@uapd.com; Laxamana, Junko (BOS); Criss@sfmea.com; camaguey@sfmea.com (contact); Christina@sfmea.com; staff@sfmea.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; brenda_mendieta@sfdph.org; DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Modification Request to PSC # 2014-08/09 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The PUBLIC HEALTH -- DPH has submitted a modification request for a Personal Services Contract (PSC) for \$300,000 for services for the period March 23, 2022

– no date entered, contact dept coordinator. 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/6048>

Email sent to the following addresses: L21PSCReview@ifpte21.org pkim@ifpte21.org kschumacher@ifpte21.org tmathews@ifpte21.org wendywong26@yahoo.com WendyWong26@yahoo.com staff@sfmea.com Christina@sfmea.com Camaguey@sfmea.com Criss@SFMEA.com junko.laxamana@sfgov.org jduritz@uapd.com tjenkins@uapd.com 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 ablood@cirseiu.org Sandeep.lal@seiu1021.me kcartermartinez@cirseiu.org sbabaria@cirseiu.org abush@cirseiu.org emathurin@cirseiu.org jennifer.esteen@seiu1021.org snaranjo@cirseiu.org

Additional Attachment(s)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTHDept. Code: DPHType of Request: Initial Modification of an existing PSC (PSC # 2014-08/09)Type of Approval: Expedited Regular Annual Continuing (Omit Posting)Type of Service: Perinatal/Neonatal/Maternity Package PlanFunding Source: Gen Fund, Private, Public GrantPSC Original Approved Amount: \$420,000 PSC Original Approved Duration: 07/01/2009 - continuousPSC Mod#1 Amount: \$61,600 PSC Mod#1 Duration: 07/01/15 - continuousPSC Mod#2 Amount: \$50,000 PSC Mod#2 Duration: 07/01/19 - continuousPSC Mod#3 Amount: \$250,000 PSC Mod#3 Duration: 09/09/19 - continuousPSC Cumulative Amount Proposed: \$781,600 PSC Cumulative Duration Proposed: 07/01/2009 - continuous**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

Contractors will provide 24-hour perinatal, neonatal and pediatric consultation and transport services, consultation services: nursing, social services and respiratory therapy. They will also provide preceptorship programs to the perinatal outreach program, and full-day didactic classes to UCSF's Nursing Education and Training Program. Included will be comprehensive maternity care, e.g., physicians and certified nurse midwives for outpatient obstetrical visits, antenatal assessments, labor, delivery, obstetrically-related inpatient visits, and postpartum outpatient visits within eight weeks of delivery.

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

These multi-faceted services will help diagnose and treat conditions of pregnant women, often promoting the general well-being of often- marginalized current or newly-arrived residents of San Francisco who may not have the resources to attain services on their own. Many of these services help diagnose, treat and prevent conditions threatening the health of individuals and the public health as a whole. Denial of these services would jeopardize pregnant women without other resources from receiving comprehensive maternity care, the health of residents of San Francisco and would allow non-obstetric conditions to go undiagnosed and untreated, leading to more costly forms of treatment.

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

yes

D. Will the contract(s) be renewed?

Yes.

- 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 the need for these services to continue.

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:

24 hour perinatal, neonatal and pediatric consultation services. It's a comprehensive maternity care with physicians and certified nurse midwives for outpatient visits within 8 weeks of delivery. It's a multi faced services and current civil service classes are already at maximum capacity for providing services to this population.

- B. Reason for the request for modification:

To increase amount to reflect annual funding for 24-hour prenatal, neonatal and pediatric consultation and transportation services contract.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Professional trained and licensed staff, including medical staff, who are knowledgeable, experienced and represent a wide range of disciplines and skills. Knowledge of immunizations, breast/cervical cancer, tuberculosis, STDs, HIV/AIDS and related monitoring, treatment and prevention. Skills in the field of Obstetrics, Gynecology and Reproductive Sciences. Extensive laboratory and research studies resources. Access to the multi-faceted resources of a medical school. (Continued on attachment)

B. Which, if any, civil service class(es) normally perform(s) this work? 1237, Training Coordinator; 1822, Administrative Analyst; 1823, Senior Administrative Analyst; 2110, Medical Records Clerk; 2220, Physician; 2230, Physician Specialist; 2305, Psychiatric Technician; 2320, Registered Nurse; 2328, Nurse Practitioner; 2416, Laboratory Technician II; 2450, Pharmacist; 2548, Occupational Therapist; 2585, Health Worker 1; 2586, Health Worker 2; 2589, Health Program Coordinator 1; 2591, Health Program Coordinator 2; 2593, Health Program Coordinator 3; 2830, Public Health Nurse; 2920, Medical Social Worker;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. The contractors will provide services in licensed and approved facilities.

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.

Employees in existing civil service classes work with UCSF employees under this contract to provide these services. Current civil service classes are already at maximum capacity for

providing services to this population. UCSF provides a package of experience and expertise currently unavailable in civil service.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: The City currently has Civil Service classifications that are used to provide a portion of these services.

6. Additional Information

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

No.

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

There are 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.

Regents of the University of California at San Francisco

7. Union Notification: On 09/09/19, the Department notified the following employee organizations of this PSC/RFP request:

SEIU, Local 1021 (Staff Nurse & Per Diem Nurse); SEIU 1021 Miscellaneous; Professional & Tech Engrs, Local 21; Physicians and Dentists - 8CC; 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: Jacque Hale Phone: (415) 554-2609 Email: jacquie.hale@sfdph.org

Address: 101 Grove Street, Room 307, San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 2014-08/09

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH

Dept. Code: DPH

Type of Request: Initial Modification of an existing PSC (PSC # 4065-10/11)

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

Type of Service: Intermittent, as-needed professional radiologist technologists Registry

Funding Source: CHN/SFGH funds

PSC Original Approved Amount: \$11,272,800 PSC Original Approved Duration: 01/01/11 - 06/30/16 (5 years 25 weeks)

PSC Mod#1 Amount: \$2,525,107 PSC Mod#1 Duration: no duration added

PSC Mod#2 Amount: \$4,370,000 PSC Mod#2 Duration: no duration added

PSC Mod#3 Amount: \$9,000,000 PSC Mod#3 Duration: 07/01/16-06/30/20 (4 years 1 day)

PSC Mod#4 Amount: \$30,000,000 PSC Mod#4 Duration: 07/01/17-06/30/22 (2 years)

PSC Mod#5 Amount: \$50,000,000 PSC Mod#5 Duration: 07/01/22-12/31/27 (5 years 26 weeks)

PSC Cumulative Amount Proposed: \$107,167,907 PSC Cumulative Duration Proposed: 17 years 3 days

1. Description of Work

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

Contractor will provide intermittent, as needed temporary, on-call professional radiology technologists with on-call availability, 7 days per week. Registry personnel will be available on 24-hour notice to back-up civil service employees during scheduled and unscheduled staff absences.

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

These registry services are necessary to provide adequate levels of staffing at San Francisco General Hospital Medical Center during periods of unanticipated staff absences and staff shortages. Denial of these registry services will result in delays to patient treatment, possibly endangering the health and safety of patients, the hospitals' accreditation status, and ability to generate revenues.

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 4065-10/11

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 Department expects the need for these radiology registry services to continue, as they provide backup to existing civil service employees due to absences or peak workloads.

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:

These services are intermittent, as needed and temporary, to provide on-call professional radiology technologists 24/7 to back up civil service employees during peak workloads and absences, in order to provide appropriate patient care, maintain hospital accreditation, and generate revenues.

B. Reason for the request for modification:

The modification is needed to extend the current approval through calendar year 2027 and to add additional funds to this approval to enable the Department to meet ongoing staffing needs and to provide adequate levels of radiology

professionals at Zuckerberg San Francisco General Hospital and Laguna Honda Hospital during periods of unanticipated staff absences and staff shortages. The requested amount represents the actual spending authority of anticipated contracts. the actual usage of services is dependent on the actual need.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: As applicable to the type of registry services required, contracts must have personnel with valid, current American Register of Radiologic Technologist, California Radiologic Technologist and Mammography certifications.
- B. Which, if any, civil service class(es) normally perform(s) this work? 2467, Diagnostic Imaging Tech I; 2468, Diagnostic Imaging Tech II; 2469, Diagnostic Imaging Tech III; 2470, Diagnostic Imaging Tech IV;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

4. If applicable, what efforts has the department made to obtain these services through available resources within the City?
Not Applicable

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

- A. Explain why civil service classes are not applicable.
Civil Service classifications exist, however, these services are for intermittent, temporary, on-call and as-needed services to provide back-up coverage during scheduled and unscheduled Civil Service staff absences.
- 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 the City currently has Civil Service classifications used to provide these services on a regular basis. (Continued on attachment).

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
The purpose of this PSC is to provide back-up for existing civil service employees; training will only be applicable to the extent it allows existing civil service employees to attend trainings
- 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.
The Registry Network, Medical Contracting Services, Cross Country

7. Union Notification: On 04/19/22, the Department notified the following employee organizations of this PSC/RFP request: SEIU Local 1021; SEIU 1021 Miscellaneous; 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: 101 Grove Street, Room 307, San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4065-10/11

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 07/18/2022

Civil Service Commission Action:

Receipt of Union Notification(s)

Receipt of Modification Request to PSC # 4065-10/11 - MODIFICATIONS

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

on behalf of

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

Tue 4/19/2022 12:22 PM

To: Hiramoto, Kelly (DPH) <kelly.hiramoto@sfdph.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@sfgwater.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>;Laxamana, Junko (BOS) <junko.laxamana@sfgov.org>;WendyWong26@yahoo.com <WendyWong26@yahoo.com>

PSC RECEIPT of Modification notification sent to Unions and DHR

The PUBLIC HEALTH -- DPH has submitted a modification request for a Personal Services Contract (PSC) for \$50,000,000 for services for the period July 1, 2022

– December 31, 2027. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

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

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/4242>

Email sent to the following addresses: L21PSCReview@ifpte21.org
pkim@ifpte21.org
kschumacher@ifpte21.org tmathews@ifpte21.org wendywong26@yahoo.com
WendyWong26@yahoo.com junko.laxamana@sfgov.org 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@sfgwater.org Ricardo.Lopez@sfgov.org thomas.vitale@seiu1021.org
Julie.Meyers@sfgov.org noah.frigault@sfgov.org leah.berlanga@seiu1021.org
Sandeep.lal@seiu1021.me sarah.wilson@seiu1021.org

Additional Attachment(s)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH

Dept. Code: DPH

Type of Request: Initial Modification of an existing PSC (PSC # 4065-10/11)

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

Type of Service: Intermittent, as-needed professional radiologist technologists Registry

Funding Source: CHN/SFGH funds

PSC Original Approved Amount: \$11,272,800 PSC Original Approved Duration: 01/01/11 - 06/30/16 (5 years 25 weeks)

PSC Mod#1 Amount: \$2,525,107 PSC Mod#1 Duration: no duration added

PSC Mod#2 Amount: \$4,370,000 PSC Mod#2 Duration: no duration added

PSC Mod#3 Amount: \$9,000,000 PSC Mod#3 Duration: 07/01/16-06/30/20 (4 years 1 day)

PSC Mod#4 Amount: \$30,000,000 PSC Mod#4 Duration: 07/01/17-06/30/22 (2 years)

PSC Cumulative Amount Proposed: \$57,167,907 PSC Cumulative Duration Proposed: 11 years 26 weeks

1. Description of Work

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

Contractor will provide intermittent, as needed temporary, on-call professional radiology technologists with on-call availability, 7 days per week. Registry personnel will be available on 24-hour notice to back-up civil service employees during scheduled and unscheduled staff absences.

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

These registry services are necessary to provide adequate levels of staffing at San Francisco General Hospital Medical Center during periods of unanticipated staff absences and staff shortages. Denial of these registry services will result in delays to patient treatment, possibly endangering the health and safety of patients, the hospitals' accreditation status, and ability to generate revenues.

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 4065-10/11

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 Department expects the need for these radiology registry services to continue, as they provide backup to existing civil service employees due to absences or peak workloads.

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:

These services are intermittent, as needed and temporary, to provide on-call professional radiology technologists 24/7 to back up civil service employees during peak workloads and absences, in order to provide appropriate patient care, maintain hospital accreditation, and generate revenues.

B. Reason for the request for modification:

The modification is needed to extend the current approval through calendar year 2023 and to add additional funds to this approval to enable the Department to meet ongoing staffing needs and to provide adequate levels of radiology professionals at Zuckerberg San Francisco General Hospital and Laguna Honda Hospital during periods of unanticipated

staff absences and staff shortages. In addition, during the term of this extension request, the Department will implement a new Electronic Health Record (EHR) project and will need to begin to initiate an initial readiness effort to train current radiology staff in the new EHR use and operation. Readiness training and overall EHR training will be essential to current staff so that they can achieve proficiency operating with the new EHR. The EHR project will require extensive back-fill while current radiology staff receive training on the new system. Therefore, there is a continuous need for the Department to utilize supplemental radiology staffing services.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: As applicable to the type of registry services required, contracts must have personnel with valid, current American Register of Radiologic Technologist, California Radiologic Technologist and Mammography certifications.
- B. Which, if any, civil service class(es) normally perform(s) this work? 2467, Diagnostic Imaging Tech I; 2468, Diagnostic Imaging Tech II; 2469, Diagnostic Imaging Tech III; 2470, Diagnostic Imaging Tech IV;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

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

Not Applicable

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

- A. Explain why civil service classes are not applicable.
Civil Service classifications exist, however, these services are for intermittent, temporary, on-call and as-needed services to provide back-up coverage during scheduled and unscheduled Civil Service staff absences.
- 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 the City currently has Civil Service classifications used to provide these services on a regular basis. (Continued on attachment).

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
The purpose of this PSC is to provide back-up for existing civil service employees; training will only be applicable to the extent it allows existing civil service employees to attend trainings
- 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.
The Registry Network, Medical Contracting Services

7. Union Notification: On 03/24/17, the Department notified the following employee organizations of this PSC/RFP request: SEIU Local 1021; SEIU 1021 Miscellaneous; Professional & Tech Engrs, Local 21;

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

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

Address: 101 Grove Street, Room 307, San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4065-10/11

DHR Analysis/Recommendation:

06/19/2017

Commission Approval Required

Approved by Civil Service Commission

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

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH

Dept. Code: DPH

Type of Request: Initial Modification of an existing PSC (PSC # 4164 08/09)

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

Type of Service: Custom Orthotics and Prosthetics for Patients and Clients of the Community Health Network

Funding Source: General Fund

PSC Original Approved Amount: \$4,500,000 PSC Original Approved Duration: 07/01/09 - 06/30/18 (9 years 1 day)

PSC Mod#1 Amount: \$1,000,000 PSC Mod#1 Duration: 07/01/18-06/30/20 (2 years 1 day)

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

PSC Mod#3 Amount: \$1,000,000 PSC Mod#3 Duration: 07/01/22-06/30/27 (5 years 1 day)

PSC Cumulative Amount Proposed: \$7,500,000 PSC Cumulative Duration Proposed: 18 years 3 days

1. Description of Work

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

The Contractor will provide custom fitting, modifications, and custom manufacturing of orthotics and prosthetics for patients of

San Francisco General Hospital, Laguna Honda Hospital, Jail Health Services, and other clients of the Community Health

network. The contractor will a/so take an active role in the education of medical residents at SFGH in the proper use, prescribing, and manufacturing of prosthetics and orthotic devices.

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

The services are necessary in order for patients and clients of the Department to continue to receive high quality medical care. Denial of the services will result in a measurable decline in the quality of life of patients and clients of the Department. In addition, preexisting or chronic medical conditions would worsen if patients do not have access to high quality prosthetics and orthotic devices.

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 4164 08/09

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 requested services are highly specialized in nature, and include the provision and staffing of a specialized onsite prosthetic and orthotics lab at Zuckerberg San Francisco General Hospital

2. Reason(s) for the Request

A. Display all that apply

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

Explain the qualifying circumstances:

Services are low volume and highly specialized.

- B. Reason for the request for modification:
Modification to extend the term and increase the amount.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: The contractor must possess an American Board for Certification (ABC) in Orthotics and Prosthetics and a minimum of five years of experience in the clinical prosthetic and orthotic field with at least three years in a medical teaching environment. The provider must be a registered Medi-Cal and Medicare provider.
- B. Which, if any, civil service class(es) normally perform(s) this work? 2515, Orthopedic Technician 2;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. The contract will provide a fully staffed ABC (American Board for Certification) certified prosthetic and orthotics lab on site at SFGH. In addition, the contractor must also have the needed equipment to properly fit and maintain prosthetics and orthotics.

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

Not Applicable

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

- A. Explain why civil service classes are not applicable.
Civil service classes are not applicable because the services are low volume and highly specialized.
- 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: A new civil service class is not applicable because of the low volume and highly specialized nature of the work. In addition, since there is a teaching element to this contract, an employee would also have to be affiliated with a teaching institution in order to provide instruction to medical residents. One of the missions of San Francisco General Hospital is that of a teaching institution and that instruction must be performed by qualified individuals .. The bulk of the cost of the contract is for the actual cost of the orthotic or prosthetic devices, which are billed at the Medi-Cal rate.

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.
Training will not be provided. Services are low volume and highly specialized. In addition, since there is a teaching element to this contract, an employee would also have to be affiliated with a teaching institution in order to provide instruction to medical residents. One of the missions of San Francisco General Hospital is that of a teaching institution and that instruction must be performed by qualified individuals .. The bulk of the cost of the contract is for the actual cost of the orthotic or prosthetic devices, which are billed at the Medi-Cal rate.
- 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.

Regents of the University of California

7. Union Notification: On 04/19/22, the Department notified the following employee organizations of this PSC/RFP request:
SEIU, Local 1021 (Staff Nurse & Per Diem Nurse); SEIU Local 1021; 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: Kelly Hiramoto Phone: 415-255-3492 Email: kelly.hiramoto@sfdph.org

Address: 101 Grove ST, Room 405, San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4164 08/09

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 07/18/2022

Receipt of Union Notification(s)

Choi, Suzanne (HRD)

From: dhr-psccordinator@sfgov.org on behalf of kelly.hiramoto@sfdph.org
Sent: Tuesday, April 19, 2022 12:46 PM
To: Hiramoto, Kelly (DPH); snaranjo@cirseiu.org; jennifer.esteen@seiu1021.org; emathurin@cirseiu.org; abush@cirseiu.org; sbabaria@cirseiu.org; kcartermartinez@cirseiu.org; ablood@cirseiu.org; Laxamana, Junko (BOS); sarah.wilson@seiu1021.org; thomas.vitale@seiu1021.org; Ricardo.lopez@sfgov.org; Basconcillo, Katherine (PUC); Sandeep.lal@seiu1021.me; pcamarillo_seiu@sbcglobal.net; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; davidmkersten@gmail.com; xiumin.li@seiu1021.org; Poon, Sin Yee (HSA); david.canham@seiu1021.org; jtanner940@aol.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; amakayan@ifpte21.org; L21PSCReview@ifpte21.org; Mach, Philip (DPH); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Modification Request to PSC # 4164 08/09 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The PUBLIC HEALTH -- DPH has submitted a modification request for a Personal Services Contract (PSC) for \$1,000,000 for services for the period July 1, 2022

– June 30, 2027. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

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

After logging into the system please select link below:

<http://apps.sfgov.org/dhrDrupal/node/11747>

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 jtanner940@aol.com david.canham@seiu1021.org Sin.Yee.Poon@sfgov.org xiumin.li@seiu1021.org davidmkersten@gmail.com leah.berlanga@seiu1021.org ted.zarzecki@seiu1021.net pscreview@seiu1021.org Wendy.Frigillana@seiu1021.org pcamarillo_seiu@sbcglobal.net Sandeep.lal@seiu1021.me Kbasconcillo@sfgov.org Ricardo.lopez@sfgov.org thomas.vitale@seiu1021.org sarah.wilson@seiu1021.org junko.laxamana@sfgov.org ablood@cirseiu.org kcartermartinez@cirseiu.org sbabaria@cirseiu.org abush@cirseiu.org emathurin@cirseiu.org jennifer.esteen@seiu1021.org snaranjo@cirseiu.org

Additional Attachment(s)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH

Dept. Code: DPH

Type of Request: Initial Modification of an existing PSC (PSC # 4164 08/09)

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

Type of Service: Custom Orthotics and Prosthetics for Patients and Clients of the Community Health Network

Funding Source: General Fund

PSC Original Approved Amount: \$4,500,000 PSC Original Approved Duration: 07/01/09 - 06/30/18 (9 years 1 day)

PSC Mod#1 Amount: \$1,000,000 PSC Mod#1 Duration: 07/01/18-06/30/20 (2 years 1 day)

PSC Cumulative Amount Proposed: \$5,500,000 PSC Cumulative Duration Proposed: 11 years 2 days

1. Description of Work

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

The Contractor will provide custom fitting, modifications, and custom manufacturing of orthotics and prosthetics for patients of

San Francisco General Hospital, Laguna Honda Hospital, Jail Health Services, and other clients of the Community Health

network. The contractor will a/so take an active role in the education of medical residents at SFGH in the proper use, prescribing, and manufacturing of prosthetics and orthotic devices.

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

The services are necessary in order for patients and clients of the Department to continue to receive high quality medical care. Denial of the services will result in a measurable decline in the quality of life of patients and clients of the Department. In addition, preexisting or chronic medical conditions would worsen if patients do not have access to high quality prosthetics and orthotic devices.

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 4164 08/09

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 services are necessary in order for patients and clients of the Department to continue to receive high quality medical care. Denial of the services will result in a measurable decline in the quality of life of patients and clients of the Department. In addition, preexisting or chronic medical conditions would worsen if patients do not have access to high quality prosthetics and orthotic devices.

2. Reason(s) for the Request

A. Display all that apply

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

Explain the qualifying circumstances:

Services are low volume and highly specialized.

B. Reason for the request for modification:

Modification to extend the term and increase the amount.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: The contractor must possess an American Board for Certification (ABC) in Orthotics and Prosthetics and a minimum of five years of experience in the clinical prosthetic and orthotic field with at least three years in a medical teaching environment. The provider must be a registered Medi-Cal and Medicare provider.
- B. Which, if any, civil service class(es) normally perform(s) this work? 2515, Orthopedic Technician 2;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. The contract will provide a fully staffed ABC (American Board for Certification) certified prosthetic and orthotics lab on site at SFGH. In addition, the contractor must also have the needed equipment to properly fit and maintain prosthetics and orthotics.

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

Not Applicable

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

- A. Explain why civil service classes are not applicable.
Civil service classes are not applicable because the services are low volume and highly specialized.
- 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: A new civil service class is not applicable because of the low volume and highly specialized nature of the work. In addition, since there is a teaching element to this contract, an employee would also have to be affiliated with a teaching institution in order to provide instruction to medical residents. One of the missions of San Francisco General Hospital is that of a teaching institution and that instruction must be performed by qualified individuals .. The bulk of the cost of the contract is for the actual cost of the orthotic or prosthetic devices, which are billed at the Medi-Cal rate.

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.
Training will not be provided. Services are low volume and highly specialized. In addition, since there is a teaching element to this contract, an employee would also have to be affiliated with a teaching institution in order to provide instruction to medical residents. One of the missions of San Francisco General Hospital is that of a teaching institution and that instruction must be performed by qualified individuals .. The bulk of the cost of the contract is for the actual cost of the orthotic or prosthetic devices, which are billed at the Medi-Cal rate.
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
No.

7. Union Notification: On 08/10/18, the Department notified the following employee organizations of this PSC/RFP request:
SEIU, Local 1021 (Staff Nurse & Per Diem Nurse); SEIU Local 1021; 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: Jacquie Hale Phone: (415) 554-2609 Email: jacquie.hale@sfdph.org

Address: 101 Grove ST, Room 405, San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4164 08/09

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 04/02/2019

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTHDept. Code: DPHType of Request: Initial Modification of an existing PSC (PSC # 4164 08/09)Type of Approval: Expedited Regular Annual Continuing (Omit Posting)Type of Service: Custom Orthotics and Prosthetics for Patients and Clients of the Community Health NetworkFunding Source: General FundPSC Original Approved Amount: \$4,500,000 PSC Original Approved Duration: 07/01/09 - 06/30/18 (9 years 1 day)PSC Mod#1 Amount: \$1,000,000 PSC Mod#1 Duration: 07/01/18-06/30/20 (2 years 1 day)PSC Mod#2 Amount: \$1,000,000 PSC Mod#2 Duration: 07/01/20-06/30/22 (2 years)PSC Cumulative Amount Proposed: \$6,500,000 PSC Cumulative Duration Proposed: 13 years 2 days**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

The Contractor will provide custom fitting, modifications, and custom manufacturing of orthotics and prosthetics for patients of

San Francisco General Hospital, Laguna Honda Hospital, Jail Health Services, and other clients of the Community Health

network. The contractor will a/so take an active role in the education of medical residents at SFGH in the proper use,

prescribing, and manufacturing of prosthetics and orthotic devices.

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

The services are necessary in order for patients and clients of the Department to continue to receive high quality medical care. Denial of the services will result in a measurable decline in the quality of life of patients and clients of the Department. In addition, preexisting or chronic medical conditions would worsen if patients do not have access to high quality prosthetics and orthotic devices.

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 4164 08/09

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 requested services are highly specialized in nature, and include the provision and staffing of a specialized onsite prosthetic and orthotics lab at Zuckerberg San Francisco General Hospital

2. Reason(s) for the Request

A. Display all that apply

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

Explain the qualifying circumstances:

Services are low volume and highly specialized.

B. Reason for the request for modification:

Modification to extend the term and increase the amount.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: The contractor must possess an American Board for Certification (ABC) in Orthotics and Prosthetics and a minimum of five years of experience in the clinical prosthetic and orthotic field with at least three years in a medical teaching environment. The provider must be a registered Medi-Cal and Medicare provider.

B. Which, if any, civil service class(es) normally perform(s) this work? 2515, Orthopedic Technician 2;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. The contract will provide a fully staffed ABC (American Board for Certification) certified prosthetic and orthotics lab on site at SFGH. In addition, the contractor must also have the needed equipment to properly fit and maintain prosthetics and orthotics.

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

Civil service classes are not applicable because the services are low volume and highly specialized.

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: A new civil service class is not applicable because of the low volume and highly specialized nature of the work. In addition, since there is a teaching element to this contract, an employee would also have to be affiliated with a teaching institution in order to provide instruction to medical residents. One of the missions of San Francisco General Hospital is that of a teaching institution and that instruction must be performed by qualified individuals. The bulk of the cost of the contract is for the actual cost of the orthotic or prosthetic devices, which are billed at the Medi-Cal rate.

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.

Training will not be provided. Services are low volume and highly specialized. In addition, since there is a teaching element to this contract, an employee would also have to be affiliated with a teaching institution in order to provide instruction to medical residents. One of the missions of San Francisco General Hospital is that of a teaching institution and that instruction must be performed by qualified individuals .. The bulk of the cost of the contract is for the actual cost of the orthotic or prosthetic devices, which are billed at the Medi-Cal rate.

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.
Regents of the University of California

7. **Union Notification:** On 05/28/20, the Department notified the following employee organizations of this PSC/RFP request:
SEIU, Local 1021 (Staff Nurse & Per Diem Nurse); SEIU Local 1021; 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: Jacquie Hale Phone: (415) 554-2609 Email: jacquie.hale@sfdph.org

Address: 101 Grove ST, Room 405, San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4164 08/09

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 07/27/2020



CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

GAVIN NEWSOM
MAYOR

June 18, 2009

NOTICE OF CIVIL SERVICE COMMISSION ACTION

MORGAN R. GORRONO
PRESIDENT

SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACT NUMBERS 1019-08/09; 1020-08/09; 4158-08/09 THROUGH 4165-08/09; 4073-05/06; 4123-05/06; 4098-02/03 AND 4113-08/09.

E. DENNIS NORMANDY
VICE PRESIDENT

At its meeting of **June 15, 2009** the Civil Service Commission had for its consideration the above matter.

JOY Y. BOATWRIGHT
COMMISSIONER

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.*

DONALD A. CASPER
COMMISSIONER

It was the decision of the Commission to:

MARY Y. JUNG
COMMISSIONER

- (1) Postpone PSC #4162-08/09 to the meeting of July 6, 2009 at the request of the Public Utilities Commission.
- (2) Postpone PSC #4073-05/06 to the meeting of July 6, 2009. The Office of the Controller to provide correct classes that normally perform the work (3B).
- (3) Adopt the Human Resources Director's report on all remaining contracts. Notify the offices of the Controller and the Purchaser.

ANITA SANCHEZ
EXECUTIVE OFFICER

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:
- Cynthia Avakian, Airport Commission
 - Jesusa Bushong, San Francisco Fire Department
 - Micki Callahan, Human Resources Director
 - Gordon Choy, Department of Public Works
 - Maureen Gannon, Sheriff Department
 - Jacque Hale, Department of Public Health
 - Kan Htun, Arts Commission
 - Shamica Jackson, Public Utilities Commission
 - Jennifer Johnston, Department of Human Resources
 - Naomi Kelly, Office of Contract Administration
 - Florence Kyaun, Public Utilities Commission
 - William Lee, Department of Emergency Management
 - Esther Reyes, Controller
 - Brigette Rockett, Department of Human Resources
 - Ben Rosenfield, Controller
 - Commission File
 - Chron

POSTING FOR
June 15, 2009

RECOMMENDED APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACTS

PSC No.	DeptNo	DeptName	Approval Type	Contract Amount	Description of work	Duration
1019-08/09	6	Sheriff Department	Annual	\$200,000.00	Will provide timely transportation of prisoners throughout California and the United States, pursuant to court orders or lawful arrest warrants. Transportation could possibly include required overnight lodging of the prisoners.	30-Jun-10
1020-08/09	6	Sheriff's Department	Annual	\$800,000.00	Will provide electronic home detention/monitoring services for inmates who qualify for home detention as an alternative to jail incarceration.	30-Jun-10
4158-08/09	27	Airport Commission	Regular	\$375,000.00	Will provide ongoing representation of the Airport before the California State Legislature and Executive Administration to identify and advocate for or against legislation and regulatory matters that impact the Airport.	30-Jun-14
4159-08/09	28	Arts Commission	Regular	\$100,000.00	Will provide four to five professional artists or artist teams to create a temporary public art project that includes a rotating poster series with auxiliary public programming for the Arts Commission's Art on Market Street Program.	20-Dec-10
4160-08/09	31	Fire Department	Regular	\$223,491.00	Provide proprietary preventive and corrective maintenance and repair services for the Fire Trainer T-1000 Fire Simulator.	30-Jun-12
4161-08/09	40	San Francisco Public Utilities Commission	Regular	\$3,000,000.00	Will provide preliminary engineering design and cost estimates with additional environmental and permitting support services for a Newark to San Francisco submarine High Voltage Direct Current (HVDC) power cable.	15-Jul-12
4162-08/09	40	San Francisco Public Utilities Commission	Regular	\$9,000,000.00	Will provide specialized and technical as-needed services in the areas of water supply, storage, and transport services; water quality services; water treatment services; watershed management services; and enterprise operations and mgmt. services.	01-Sep-14
4163-08/09	77	Department of Emergency Management	Regular	\$250,000.00	Will provide services, including project management and installation services for the procurement and installation of microwave communications equipment to finish the partially constructed system for the Bay Area Regional Interoperable Communication System.	30-Jun-12
4164-08/09	81	Public Health	Regular	\$4,500,000.00	Will provide custom fitting, modifications, and custom manufacturing of orthotics and prosthetics for patients of San Francisco General Hospital, Laguna Honda Hospital, Jail Health Services, and other clients of the Community Health network.	30-Jun-18
4165-08/09	90	Public Works	Regular	\$1,000,000.00	Will provide services necessary to provide a turnkey solution for the receipt, warehousing, delivery, placement and installation of Furniture, Fixtures and Equipment (FF&E) in the newly constructed Laguna Honda Hospital buildings.	01-Jan-11



POSTING FOR
June 15, 2009

RECOMMENDED APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACTS
MODIFICATION TO INCREASE CONTRACT AMOUNT/DURATION

PSC No.	DeptNo	DeptName	Approval Type	Increase Amount	New Amount	Description of work	Duration
4073-05/06	9	Controller	Modification	\$3,000,000.00	\$7,500,000.00	Will perform specialized audit, analytical and technical assistance consulting and training services to maximize the effectiveness of the Controller's Office City Services Auditor function.	30-Jun-13
4123-05/06	33	Department of Human Resources	Modification	\$133,000.00	\$383,000.00	Will provide comprehensive unemployment insurance claims administration services, including unemployment claims processing, claims appeals, representation at Unemployment Insurance Appeals Hearings, audits of billing statements, and records maintenance.	30-Jun-11
4098-02/03	40	San Francisco Public Utilities Commission	Modification	\$10,100,000.00	\$24,000,000.00	alternatives to repair the existing Calaveras Dam, or replace the dam with a dam of equal or enlarged storage capacity. Provide additional design, environmental and permitting services.	11-Sep-16
4113-08/09	82	Department of Public Health	Modification	\$0.00	\$22,000,000.00	Will provide health, dental and vision insurance through a publicly funded health insurance program to children and young adults who live in the City and County of San Francisco. Modification to correct PSC duration.	30-Jun-12

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH

Dept. Code: DPH

Type of Request: Initial Modification of an existing PSC (PSC # 33861 - 16/17)

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

Type of Service: Analytical lab services for pharmaceutical products for the Department of Public Health

Funding Source: General Fund

PSC Original Approved Amount: \$99,000 PSC Original Approved Duration: 06/01/17 - 04/30/22 (4 years 47 weeks)

PSC Mod#1 Amount: \$100,000 PSC Mod#1 Duration: 06/01/22-12/31/27 (5 years 35 weeks)

PSC Cumulative Amount Proposed: \$199,000 PSC Cumulative Duration Proposed: 10 years 30 weeks

1. Description of Work

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

The contractor will perform as-needed analytical laboratory services for the hospital pharmacy to test compounded products for drug stability, sterility, product validation, and drug investigations.

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

The services are necessary in order for the Department to continue effective testing of compounded products to ensure drug stability to clients of the Department of Public Health. Denial will impact program effectiveness and decrease the quality of outcomes.

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 33861 - 16/17

D. Will the contract(s) be renewed?

If there is a continued need.

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

The duration is longer than five years because the department lacks the specialized laboratory required for this type of testing.

2. Reason(s) for the Request

A. Display all that apply

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

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

Explain the qualifying circumstances:

Due to the relatively low volume and specialized nature of the tests it is not practical to assume the testing function in-house.

B. Reason for the request for modification:

To extend the PSC for an additional period of time.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Contractor must have proof of US Food and Drug Administration (FDA) registration, Drug Enforcement Administration (DEA) license, and International Organization for Standardization (ISO) 17025 accreditation (ISO 17025 are the general requirements for the competence of testing and calibration

laboratories). Contractor must have an effective way for rapid results turnaround and ability to expedite requests for services and results if necessary. Results should be tracked by the vendor in a manner readily retrievable.

B. Which, if any, civil service class(es) normally perform(s) this work? 2486, Chemist;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. The contractor will provide a fully equipped and licensed laboratory to perform the requested tests.

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.

At the present time the laboratories at the Department of Public Health are not equipped to perform the requested low volume of intermittent, as-needed analytical 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. Due to the relatively low volume and specialized nature of the tests it is not practical to adopt a new civil service class for this work.

6. Additional Information

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

No.

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

No training will be provided. Training is not part of the purpose of the services needed.

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

No.

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

No.

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

No.

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

No.

7. Union Notification: On 05/16/22, 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: Kelly Hiramoto Phone: 415-255-3492 Email: kelly.hiramoto@sfdph.org

Address: 101 Grove ST Room 307, San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 33861 - 16/17

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required
DHR Approved for 07/18/2022

Receipt of Union Notification(s)

Receipt of Modification Request to PSC # 33861 - 16/17 - MODIFICATIONS

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

on behalf of

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

Mon 5/16/2022 12:55 PM

To: Hiramoto, Kelly (DPH) <kelly.hiramoto@sfdph.org>;Laxamana, Junko (BOS) <junko.laxamana@sfgov.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>;L21PSCReview@ifpte21.org <L21PSCReview@ifpte21.org>;Longhitano, Robert (DPH) <robert.longhitano@sfdph.org>;DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>

PSC RECEIPT of Modification notification sent to Unions and DHR

The PUBLIC HEALTH -- DPH has submitted a modification request for a Personal Services Contract (PSC) for \$100,000 for services for the period June 1, 2022 – December 31, 2027. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

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

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/18456>

Email sent to the following addresses: L21PSCReview@ifpte21.org

pkim@ifpte21.org

kschumacher@ifpte21.org tmathews@ifpte21.org wendywong26@yahoo.com

WendyWong26@yahoo.com junko.laxamana@sfgov.org

Additional Attachment(s)

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: Analytical lab services for pharmaceutical products for the Department of Public Health

Funding Source: General Fund

PSC Duration: 4 years 47 weeks

PSC Amount: \$99,000

1. Description of Work

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

The contractor will perform as-needed analytical laboratory services for the hospital pharmacy to test compounded products for drug stability, sterility, product validation, and drug investigations.

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

The services are necessary in order for the Department to continue effective testing of compounded products to ensure drug stability to clients of the Department of Public Health. Denial will impact program effectiveness and decrease the quality of outcomes.

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 performed under a purchase order administered by the Office of Contract Administration.

D. Will the contract(s) be renewed?

If there is a continued need.

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

2. Reason(s) for the Request

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

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:

Due to the relatively low volume and specialized nature of the tests it is not practical to assume the testing function in-house.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Contractor must have proof of US Food and Drug Administration (FDA) registration, Drug Enforcement Administration (DEA) license, and International Organization for Standardization (ISO) 17025 accreditation (ISO 17025 are the general requirements for the competence of testing and calibration laboratories). Contractor must have an effective way for rapid results turnaround and ability to expedite requests for services and results if necessary. Results should be tracked by the vendor in a manner readily retrievable.
- B. Which, if any, civil service class(es) normally perform(s) this work? 2486, Chemist;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. The contractor will provide a fully equipped and licensed laboratory to perform the requested tests.

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.
At the present time the laboratories at the Department of Public Health are not equipped to perform the requested low volume of intermittent, as-needed analytical 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. Due to the relatively low volume and specialized nature of the tests it is not practical to adopt a new civil service class for this work.

6. Additional Information

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

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

7. **Union Notification:** On 04/21/2017, 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: Jacquie Hale Phone: (415) 554-2609 Email: jacquie.hale@sfdph.org

Address: 101 Grove ST Room 307 San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 33861 - 16/17

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 03/13/2018

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: HUMAN SERVICES

Dept. Code: DSS

Type of Request: Initial Modification of an existing PSC (PSC # 46291 - 18/19)

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

Type of Service: Social Work Skills and Welfare Fraud Trainings

Funding Source: 75% Local; 12% State; 13% Federal

PSC Original Approved Amount: \$575,025 PSC Original Approved Duration: 07/01/19 - 06/30/22 (3 years)

PSC Mod#1 Amount: \$525,000 PSC Mod#1 Duration: 07/01/22-06/30/24 (2 years 1 day)

PSC Cumulative Amount Proposed: \$1,100,025 PSC Cumulative Duration Proposed: 5 years 1 day

1. Description of Work

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

Contractor will collaborate with HSA to conduct trainings in these 2 specific areas:

(1) Training of Social Work and Related Skills focused on social work intervention skills, risk assessment and case management, deep crisis intervention, and clinically-focused field experiences. Participants will include HSA trainers and to San Francisco City employees and social workers across several departments (HSA, DPH, Dept. of Child Support, OECE) who works with the P500 population, a cohort of 500 families on welfare in the City of San Francisco aiming to lift out of poverty. There will be a total of 30 full training days on-site in San Francisco with up to 35 HSA staff per training session.

(2) Training for Welfare Fraud Detection and Prevention Techniques to HSA staff in roles of eligibility and welfare investigators. Participants will include approximately 600 SF HSA eligibility workers and 100 non-eligibility staff/investigators who administer, review, and investigate public benefits across programs. Trainings are conducted via online modules in 4-hour training session. Welfare Fraud trainings are annual compliance requirements as mandated by the State.

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

These training components are necessary for HSA staff in order for them to conduct their day-to-day work as described: (1) The training curriculum for staffs working directly with the P500 population requires knowledge in working with vulnerable population, managing challenging caseloads by interventions and de-escalations, and attaining successful outcomes for P500 families. The Contractor will need to provide clinical field experiences into these training sessions to train over 1000 City staff and ensure HSA staff and trainers are better prepared in handling vulnerable situations. (2) Welfare Fraud Detection and Prevention trainings are required to be completed on an

annual basis as mandated by the State. HSA eligibility and investigative workers need to be in compliance in order to operate in their job roles.

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

Yes

D. Will the contract(s) be renewed?

There is an option to renew for two additional years, pending service need and funding availability.

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

PSC covers two overlapping contract terms; Training contracts are longer term as the need is continuous.

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:

Short-term or capital projects requiring diverse skills, expertise and/or knowledge. - the highly academic research based knowledge required to conduct trainings to participants. Services required on an as-needed, intermittent, or periodic basis (peaks in workload).- trainings are as-need and intermittent through the fiscal year.

B. Reason for the request for modification:

Extending this service for two years to 6/30/2024 for an additional \$525,000

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

A. Specify required skills and/or expertise: The skills/expertise is required for each component as described: (1) The P500 Social skills training require clinical-focused field experiences in family welfare and social work. The advanced subject matter expertise is critical to ensure in-depth knowledge and specialization is incorporated into the training sessions. Additionally, having experience and resourceful in providing academic training curriculums to a large number of people within time sensitive deadlines. (2) Welfare fraud trainings need to be specialized by state requirements in order to provide trainings that are in compliant with the state mandate. Additionally, having experience and resourceful in providing academic training curriculums to a large number of people within time sensitive deadlines.

B. Which, if any, civil service class(es) normally perform(s) this work? 1232, Training Officer; 2913, Program Specialist; 2917, Program Support Analyst;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, provider will provide training facility within San Francisco to conduct the in-person P500 trainings and will host online training sessions for the welfare fraud trainings.

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

These trainings are highly specialized in academic and clinically-focused field experiences towards family and social work and is not captured under any civil service classifications.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: The training will be temporary, as needed, and intermittent through the fiscal year and is focused on a narrow subset of the welfare staff workers. It would not be sensible to establish a new civil service class to perform this work.

6. Additional Information

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

No.

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

P500 trainings will have a total of 30 full on-site training days of up to 35 staff per training session. Welfare fraud trainings will be provided in 4-hour trainings to up to 700 staff workers.

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 03/28/22, the Department notified the following employee organizations of this PSC/RFP request:

SEIU Local 1021; 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 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 46291 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 07/18/2022

Receipt of Union Notification(s)

Alvarez, Tara (HSA)

From: dhr-psccordinator@sfgov.org on behalf of johanna.gendelman@sfgov.org
Sent: Wednesday, January 26, 2022 12:14 PM
To: Gendelman, Johanna (HSA); 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; Laxamana, Junko (BOS); WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; amakayan@ifpte21.org; L21PSCReview@ifpte21.org; Alvarez, Tara (HSA); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Modification Request to PSC # 46291 - 18/19 - 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 \$525,000 for services for the period July 1, 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/17896>

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 leah.berlanga@seiu1021.org Sandeep.lal@seiu1021.me sarah.wilson@seiu1021.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: Social Work Skills and Welfare Fraud Trainings

Funding Source: 75% Local; 12% State; 13% Federal

PSC Duration: 3 years

PSC Amount: \$575,025

1. Description of Work

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

Contractor will collaborate with HSA to conduct trainings in these 2 specific areas:

(1) Training of Social Work and Related Skills focused on social work intervention skills, risk assessment and case management, deep crisis intervention, and clinically-focused field experiences. Participants will include HSA trainers and to San Francisco City employees and social workers across several departments (HSA, DPH, Dept. of Child Support, OECE) who works with the P500 population, a cohort of 500 families on welfare in the City of San Francisco aiming to lift out of poverty. There will be a total of 30 full training days on-site in San Francisco with up to 35 HSA staff per training session.

(2) Training for Welfare Fraud Detection and Prevention Techniques to HSA staff in roles of eligibility and welfare investigators. Participants will include approximately 600 SF HSA eligibility workers and 100 non-eligibility staff/investigators who administer, review, and investigate public benefits across programs. Trainings are conducted via online modules in 4-hour training session. Welfare Fraud trainings are annual compliance requirements as mandated by the State.

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

These training components are necessary for HSA staff in order for them to conduct their day-to-day work as described: (1) The training curriculum for staffs working directly with the P500 population requires knowledge in working with vulnerable population, managing challenging caseloads by interventions and de-escalations, and attaining successful outcomes for P500 families. The Contractor will need to provide clinical field experiences into these training sessions to train over 1000 City staff and ensure HSA staff and trainers are better prepared in handling vulnerable situations. (2) Welfare Fraud Detection and Prevention trainings are required to be completed on an annual basis as mandated by the State. HSA eligibility and investigative workers need to be in compliance in order to operate in their job roles.

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 provided under PSC 39286 – 17/18. This new PSC will correspond to the new procurement RFP#811 that was issued on January 2, 2019 for this work.

D. Will the contract(s) be renewed?

There is an option to renew for two additional years, pending service need and funding availability.

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

2. Reason(s) for the Request

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

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:

Short-term or capital projects requiring diverse skills, expertise and/or knowledge. - the highly academic research based knowledge required to conduct trainings to participants. Services required on an as-needed, intermittent, or periodic basis (peaks in workload).- trainings are as-need and intermittent through the fiscal year.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: The skills/expertise is required for each component as described: (1) The P500 Social skills training require clinical-focused field experiences in family welfare and social work. The advanced subject matter expertise is critical to ensure in-depth knowledge and specialization is incorporated into the training sessions. Additionally, having experience and resourceful in providing academic training curriculums to a large number of people within time sensitive deadlines. (2) Welfare fraud trainings need to be specialized by state requirements in order to provide trainings that are in compliant with the state mandate. Additionally, having experience and resourceful in providing academic training curriculums to a large number of people within time sensitive deadlines.

B. Which, if any, civil service class(es) normally perform(s) this work? 1232, Training Officer; 2913, Program Specialist; 2917, Program Support Analyst;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, provider will provide training facility within San Francisco to conduct the in-person P500 trainings and will host online training sessions for the welfare fraud trainings.

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

HSA reached out to the Learning & Organizational Development team and their trainers (1232) are not able to provide the clinical trainings required for P500. The trainings require both clinical knowledge and field experience to train effectively. CalWORKs trainers (a 2917 and two 2913) will participate so that certain aspects of training can be brought into the induction (new worker) trainings over time. This will include supportive supervision, developing meaningful employment case plans, and coaching for long term engagement, and engaging non-voluntary clients.

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

A. Explain why civil service classes are not applicable.

These trainings are highly specialized in academic and clinically-focused field experiences towards family and social work and is not captured under any civil service classifications.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. The training will be temporary, as needed, and intermittent through the fiscal year and is focused on a narrow subset of the welfare staff workers. It would not be sensible to establish a new civil service class to perform this work.

6. Additional Information

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

No.

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

Yes. P500 trainings will have a total of 30 full on-site training days of up to 35 staff per training session. Welfare fraud trainings will be provided in 4-hour trainings to up to 700 staff workers.

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 01/31/2019, 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; 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: John Tsutakawa Phone: 415-557-6299 Email: john.tsutakawa@sfgov.org

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 46291 - 18/19

DHR Analysis/Recommendation:

action date: 05/06/2019

Commission Approval Required

Approved by Civil Service Commission

05/06/2019 DHR Approved for 05/06/2019

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION

Dept. Code: PUC

Type of Request: Initial Modification of an existing PSC (PSC # 47589 - 21/22)

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

Type of Service: Biosolids Management

Funding Source: Wastewater Enterprise Biosolids Management

PSC Original Approved Amount: \$9,900,000 PSC Original Approved Duration: 05/15/22 - 05/14/27 (5 years)

PSC Mod#1 Amount: \$6,000,000 PSC Mod#1 Duration: 05/25/22-08/19/27 (13 weeks 6 days)

PSC Cumulative Amount Proposed: \$15,900,000 PSC Cumulative Duration Proposed: 5 years 13 weeks

1. Description of Work

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

This contract entails the processing of Class B biosolids into Class A biosolids. Class B biosolids have undergone a reduction in pathogen content to the point where they are safe for certain types of reuse while Class A biosolids have had pathogen content eliminated. There are several technologies which can be used to achieve this under Code of Federal Regulations Title 40 Part 503, the federal regulations which govern biosolids. Once the Class A biosolids product is produced, the contractor is responsible for the distribution of the product to farmers and ranchers. New regulations stemming from SB 1383 restrict the use of biosolids used as cover material in landfills. Alternative, non-landfill uses for biosolids are needed and Contract 63002 ensures there is a management option for biosolids during certain parts of the year.

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

The City's wastewater treatment plants separates solids out from influent and sends them to anaerobic digesters where they are biologically treated. The resulting material is called biosolids, a nutrient rich material which is used as a fertilizer. Management options are required for biosolids on a daily basis as 250 tons are produced each day. Solano County agriculture, which accounts for a third of SFPUC biosolids management, cannot accept biosolids fertilizer on weekends or during the 6 month wet weather season from October 15-April 15. During these periods of time, Contract 63002 is the primary management option for biosolids. The alternative option is landfill disposal, which is only used as a last resort. With the restriction of biosolids use at landfills under SB 1383, Contract 63002 will be needed to provide biosolids management options on weekends and during the 6 month wet weather season. Without this contract, the City will not have a management option for biosolids during the 6 month wet weather season which complies with SB 1383.

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 47589 - 21/22

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:

This PSC will be for five years. This is the stated term limit for PSCs. Five years is a standard term for large, critical contracts where limited disruption in service is desired.

2. Reason(s) for the Request

A. Display all that apply

- Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).
- Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator).

Explain the qualifying circumstances:

This service requires a large facility to process Class B biosolids into a Class A biosolid fertilizer which the City does not possess. The service also requires agreements with farmers and ranchers and specialized equipment to use the fertilizer created.

B. Reason for the request for modification:

The increased amount is due to the new contract bid pricing that came in higher than anticipated when the original PSC was submitted.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: This service requires a facility capable of converting Class B biosolids to Class A biosolids. The service also requires agreements with farmers and ranchers for the reuse of the Class A biosolids products as a fertilizer. The application of the Class A biosolids requires specialized equipment and an agronomist to determine application rates.
- B. Which, if any, civil service class(es) normally perform(s) this work? none
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, the contractor provides a facility capable for processing Class B biosolids into a Class A biosolids fertilizer.

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 own the specialized facility which performs this service, does not have agreements with farmers and ranchers, and does not have specialized application 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: It would not be practical or feasible as the City does not have the requisite facility or equipment to accomplish this work.

6. Additional Information

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

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

7. **Union Notification:** On 05/25/22, 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@sfgwater.org

Address: 525 Golden Gate Ave 8th FL, San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 47589 - 21/22

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 07/18/2022

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of shale@sfwater.org
To: [Hale, Shawndrea M.](mailto:Hale,Shawndrea.M.); kennethlomba@gmail.com; snaranzo@cirseiu.org; mdennis@twusf.org; rmarenco@twusf.org; pwilson@twusf.org; cmoyer@nccrc.org; noah.frigault@sfgov.org; sfdpoa@icloud.com; Mjayne@iam1414.org; [Emanuel, Rachel \(DEM\)](mailto:Emanuel,Rachel.(DEM)); laborers261@gmail.com; [Laxamana, Junko \(BOS\)](mailto:Laxamana,Junko.(BOS)); jennifer.esteen@seiu1021.org; emathurin@cirseiu.org; abush@cirseiu.org; sbabaria@cirseiu.org; anthony@dc16.us; mlobre@sfpoa.org; tracym@sfpoa.org; mleach@ibt856.org; rooferslocal40@gmail.com; sal@local16.org; Criss@sfmea.com; Julie.Meyers@sfgov.org; seichenberger@local39.org; Camaguey@sfmea.com; ablood@cirseiu.org; kcartermartinez@cirseiu.org; ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; sarah.wilson@seiu1021.org; kschumacher@ifpte21.org; kpage@ifpte21.org; tjenkins@uapd.com; eerbach@ifpte21.org; tmathews@ifpte21.org; amakayan@ifpte21.org; jb@local16.org; Ricardo.lopez@sfgov.org; [Basconillo, Kathy](mailto:Basconillo,Kathy); Sandeep.lal@seiu1021.me; pcamarillo_seiu@sbcglobal.net; MRainsford@local39.org; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; pkim@ifpte21.org; agonzalez@iam1414.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; gail@sfflocal798.org; cityworker@sfcwu.org; davidmkersten@gmail.com; djohnson@opcmialocal300.org; ramonliuna261@gmail.com; ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org; xiumin.li@seiu1021.org; Sin.Yee.Poon@sfgov.org; smcgarry@nccrc.org; rmitchell@twusf.org; grojo@local39.org; jduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org; L21PSCReview@ifpte21.org; sfmsa@gmail.com; bart@dc16.us; david.canham@seiu1021.org; jtanner940@aol.com; oashworth@ibew6.org; L21PSCReview@ifpte21.org; laborers261@gmail.com; local200twu@sbcglobal.net; speedy4864@aol.com; Christina@sfmea.com; ecdemvoter@aol.com; thomas.vitale@seiu1021.org; dhr-psccordinator@sfgov.org
Subject: Receipt of Modification Request to PSC # 47589 - 21/22 - MODIFICATIONS
Date: Wednesday, May 25, 2022 2:10:43 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 \$6,000,000 for services for the period May 25, 2022 – August 19, 2027. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

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

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/18542>

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)

Code of Federal Regulations Title 40 Part 503 is the federal regulation which governs the use of biosolids (the nutrient rich solids produced through treating wastewater). This regulation describes reporting requirements, requirements for reducing or eliminating pathogens, and requirements for the use of biosolids as a fertilizer. The full text of the regulation can be found here: <https://www.ecfr.gov/current/title-40/chapter-I/subchapter-O/part-503>

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: Biosolids Management

Funding Source: Wastewater Enterprise Biosolids Management PSC Duration: 5 years

PSC Amount: \$9,900,000

1. Description of Work

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

This contract entails the processing of Class B biosolids into Class A biosolids. Class B biosolids have undergone a reduction in pathogen content to the point where they are safe for certain types of reuse while Class A biosolids have had pathogen content eliminated. There are several technologies which can be used to achieve this under Code of Federal Regulations Title 40 Part 503, the federal regulations which govern biosolids. Once the Class A biosolids product is produced, the contractor is responsible for the distribution of the product to farmers and ranchers. New regulations stemming from SB 1383 restrict the use of biosolids used as cover material in landfills. Alternative, non-landfill uses for biosolids are needed and Contract 63002 ensures there is a management option for biosolids during certain parts of the year.

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

The City's wastewater treatment plants separates solids out from influent and sends them to anaerobic digesters where they are biologically treated. The resulting material is called biosolids, a nutrient rich material which is used as a fertilizer. Management options are required for biosolids on a daily basis as 250 tons are produced each day. Solano County agriculture, which accounts for a third of SFPUC biosolids management, cannot accept biosolids fertilizer on weekends or during the 6 month wet weather season from October 15-April 15. During these periods of time, Contract 63002 is the primary management option for biosolids. The alternative option is landfill disposal, which is only used as a last resort. With the restriction of biosolids use at landfills under SB 1383, Contract 63002 will be needed to provide biosolids management options on weekends and during the 6 month wet weather season. Without this contract, the City will not have a management option for biosolids during the 6 month wet weather season which complies with SB 1383.

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 through a contract. The previous PSC for Contract #63001 was PSC # 43232 - 18/19. Contract #63002 is being bid out because the term for contract #63001 is expiring.

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.
This PSC will be for five years. This is the stated term limit for PSCs. Five years is a standard term for large, critical contracts where limited disruption in service is desired.

2. Reason(s) for the Request

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

- Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).
- Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator).

B. Explain the qualifying circumstances:

This service requires a large facility to process Class B biosolids into a Class A biosolid fertilizer which the City does not possess. The service also requires agreements with farmers and ranchers and specialized equipment to use the fertilizer created.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: This service requires a facility capable of converting Class B biosolids to Class A biosolids. The service also requires agreements with farmers and ranchers for the reuse of the Class A biosolids products as a fertilizer. The application of the Class A biosolids requires specialized equipment and an agronomist to determine application rates.
- B. Which, if any, civil service class(es) normally perform(s) this work? none
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, the contractor provides a facility capable for processing Class B biosolids into a Class A biosolids fertilizer.

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

There is no facility capable of performing this through available resources.

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 own the specialized facility which performs this service, does not have agreements with farmers and ranchers, and does not have specialized application 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. It would not be practical or feasible as the City does not have the requisite facility or equipment to accomplish this work.

6. Additional Information

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

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

7. Union Notification: On 12/03/2021, the Department notified the following employee organizations of this PSC/RFP request:
all unions were notified

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

Name: Shawndrea Hale Phone: (415) 551-4540 Email: shale@sfgwater.org

Address: 525 Golden Gate Ave 8th FL San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 47589 - 21/22

DHR Analysis/Recommendation:

action date: 02/07/2022

Commission Approval Required

Approved by Civil Service Commission

02/07/2022 DHR Approved for 02/07/2022