



London Breed  
Mayor

Carol Isen  
Human Resources Director

Date: September 30, 2022

To: The Honorable Civil Service Commission

Through: Carol Isen  
Human Resources Director

From: Amy Nuque, MTA  
Shawndrea Hale / Daniel Kwon, PUC  
Marcus Lange, LIB  
Jolie Gines, TIS

Subject: **Personal Services Contracts Approval Request**

This report contains fifteen (15) 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
\$48,690,658	\$104,380,575	\$997,156,011

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# POSTING FOR

October 17, 2022

## PROPOSED PERSONAL SERVICES CONTRACTS – REGULAR

<b>PSC No</b>	<b>Dept Designation</b>	<b>PSC Amount</b>	<b>Description of Work</b>	<b>PSC Estimated Start Date</b>	<b>PSC Estimated End Date</b>	<b>Type of Approval</b>
40365 - 22/23	MUNICIPAL TRANSPORTATION AGENCY	\$135,400.00	<p>The San Francisco African American Arts &amp; Cultural District (SFAAACD) was approved as part of our application to the California Air Resources Board (CARB) to provide work as part of the state funded Bayview Community Shuttle Project.</p> <p>The scope of work for SFAAACD include:</p> <ul style="list-style-type: none"> <li>• Serve on Project committee</li> <li>• Review and comment on Project plans and materials for accuracy and cultural competence</li> <li>• Organize, promote, and host engagement and marketing events with an emphasis on the African American community</li> <li>• Evaluate outreach events through surveys, focus groups and other methods</li> </ul>	November 1, 2022	June 30, 2026	REGULAR
42070 - 22/23	MUNICIPAL TRANSPORTATION AGENCY	\$114,500.00	<p>Mission Neighborhood Centers – Evans Campus was approved as part of our application to the California Air Resources Board (CARB) to provide work as part of the state funded Bayview Community Shuttle Project. Mission Neighborhood Centers – Evans Campus was previously listed in the grant as Bayview El Centro.</p> <p>The scope of work for Mission Neighborhood Centers – Evans Campus include:</p> <ul style="list-style-type: none"> <li>• Serve on Project committee</li> <li>• Review and comment on Project plans and materials for accuracy and cultural competence</li> <li>• Organize, promote, and host engagement and marketing events with an emphasis on reaching the Spanish-language community</li> </ul>	November 1, 2022	June 30, 2026	REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			<ul style="list-style-type: none"> <li>Evaluate outreach events through surveys, focus groups and other methods</li> </ul>			
43479 - 22/23	MUNICIPAL TRANSPORTATION AGENCY	\$101,860.00	<p>Bay Area Community Resources (BACR) was approved as part of our application to the California Air Resources Board (CARB) to provide work as part of the state funded Bayview Community Shuttle Project.</p> <p>The scope of work for BACR include:</p> <ul style="list-style-type: none"> <li>Develop training materials and hold training sessions with Youth Champion program</li> <li>Review and comment on Project plans and materials for accuracy and cultural competence</li> <li>Organize and promote services for the Transportation Resource center, a "one-stop-shop" for the community to receive help on transportation services</li> </ul>	November 1, 2022	June 30, 2026	REGULAR
45633 - 22/23	MUNICIPAL TRANSPORTATION AGENCY	\$1,000,000.00	<p>As-needed administrative support services utilizing California Multiple Award Schedule (CMAS) contract CMAS NO. 4-21-07-1017 to support the Finance and Information Technology Division's various business administration functions. The consultants will provide direct support to the section's operational tasks and indirect support to the division's capital and operating projects. The scope of services shall include but not be limited to the following:</p> <ul style="list-style-type: none"> <li>Review grant funding requirements to setup requisitions for purchase orders and contract encumbrance released from contracts, updated and monitor payment and PO balances</li> <li>Monitors technology division expenditure and ensures the procurement meets federal, state, and various grant restrictions.</li> <li>Develops financial analysis reports, including expenditure reports, vendor analysis, and contractor staff analysis to make sound recommendations on technology budget and purchasing decisions.</li> <li>Assist in divisional projects and process improvement in areas of human capital, project budget, schedule delivery management utilizing system automation, working with potential users to gather requirements, and collaborating with PMO to develop and improve existing processes</li> <li>Administration and management of any as-needed SharePoint workflows</li> <li>Assist with all divisional recruitment, project delivery, and operational budget-related inquiries or requests.</li> <li>Assist with coordination of the recruitment process, interviews set up, and Human Resources events and maintain agendas</li> <li>Redirect project-related calls or distribute correspondence to the</li> </ul>	October 1, 2022	September 25, 2025	REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			<p>appropriate person on the team. 6. Produce and submit reports on general activity</p> <ul style="list-style-type: none"> <li>• Support Technology procurement 8. Facilitate divisional contract management</li> </ul>			
45928 - 22/23	MUNICIPAL TRANSPORTATION AGENCY	\$500,000.00	<p>Priority access to a Harris systems engineer and a program manager.</p> <p>Project Management Activities:</p> <ul style="list-style-type: none"> <li>-coordinate activities with L3Harris tech to perform on-site maintenance, troubleshooting, etc.</li> <li>-ensure proper updates are communicated to San Francisco Municipal Transportation Agency (SFMTA) (issue, cause, resolution)</li> <li>-conduct ad-hoc meetings as necessary, take meeting notes, send out updates</li> <li>-track actions/issues list and provide updates when required</li> <li>-prepare quarterly invoice packages for SFMTA</li> <li>-assist in coordinating additional resources when required (Patriot, Conduent, additional L3Harris staff)</li> <li>-assist in RMA (Remote Network Management) coordination and ensure timely delivery of materials back to SFMTA</li> </ul> <p>Systems Engineering Activities:</p> <ul style="list-style-type: none"> <li>-Review of various network management systems in response to emails describing system events and notification of possible system problems.</li> <li>-Regular review of the tunnel system using Intermapper, the radio system using the remote network management and system center operations manager review of network devices using CiscoPrime, and review of Conduent servers using WhatsUpGold. Report any issues that have been discovered.</li> <li>-Correction of problems when a remote solution is possible - e.g. remote reboot of a base station device, configuration reload on a tunnel Lantronix module when it is reporting "no SNMP response"</li> <li>-Periodic review (via browser) Alarm Point Duplicator (APO) status, Duracomm control center, Netclocks, and power systems (rectifiers and inverters). Report any issues that have been discovered</li> <li>-Support for Harris personnel: primarily Brian Gonsalves, Robyn Ferguson, and Tom Brown</li> <li>-Support for SFMTA personnel: Roi Kingon and Jacky So</li> <li>-Support for Conduent - generally with respect to configuration changes to WhatsUpGold.</li> <li>-System configuration changes as required. Historically that has included</li> </ul>	October 17, 2022	October 17, 2024	REGULAR

<b>PSC No</b>	<b>Dept Designation</b>	<b>PSC Amount</b>	<b>Description of Work</b>	<b>PSC Estimated Start Date</b>	<b>PSC Estimated End Date</b>	<b>Type of Approval</b>
			system database changes (in the user access system, Maestro console layout configuration, managing user accounts, and access as required.			
47092 - 22/23	MUNICIPAL TRANSPORTATION AGENCY	\$414,000.00	<p>The Community Youth Center of San Francisco (CYC) was approved as part of our application to the California Air Resources Board (CARB) to provide work as part of the state funded Bayview Community Shuttle Project.</p> <p>The scope of work for CYC include:</p> <ul style="list-style-type: none"> <li>• Review and comment on project public outreach plans and public engagement activities</li> <li>• Review and translate project materials into Chinese for accuracy and cultural competence</li> <li>• Organize, promote, and host engagement events with emphasis on the Chinese-language community</li> <li>• Hire, train and provide staffing for the Transportation Resource Center (TRC), a community resource for transportation information and services.</li> <li>• Promote TRC through marketing and outreach activities within the project area through ad-buys, mailers, street teams, posters, doorknockers or flyers</li> </ul>	November 1, 2022	June 30, 2026	REGULAR
47937 - 22/23	MUNICIPAL TRANSPORTATION AGENCY	\$119,000.00	<p>Hunters Point Family was approved as part of our application to the California Air Resources Board (CARB) to provide work as part of the state funded Bayview Community Shuttle Project.</p> <p>The scope of work for Hunters Point Family include:</p> <ul style="list-style-type: none"> <li>• Serve on Project committee</li> <li>• Review and comment on Project plans and materials for accuracy and cultural competence</li> <li>• Organize, promote, and host engagement and marketing events with an emphasis on reaching youth and families</li> <li>• Evaluate outreach events through surveys, focus groups and other methods</li> </ul>	November 1, 2022	June 30, 2026	REGULAR
48063 - 22/23	MUNICIPAL TRANSPORTATION AGENCY	\$174,000.00	<p>Amplify Impact LLC was approved as part of our application to the California Air Resources Board (CARB) to provide work as part of the state funded Bayview Community Shuttle Project. Amplify Impact LLC was previously listed in the grant as OneBayview and Social Niche Guru.</p> <p>The scope of work for Amplify Impact, LLC include:</p> <ul style="list-style-type: none"> <li>• Serve on Project committee</li> </ul>	November 1, 2022	June 30, 2026	REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			<ul style="list-style-type: none"> <li>Review and comment on Project plans and materials for accuracy and cultural competence</li> <li>Organize, promote, and host engagement and marketing events with an emphasis on online engagement</li> <li>Evaluate outreach events through surveys, focus groups and other methods</li> </ul>			
49703 - 22/23	MUNICIPAL TRANSPORTATION AGENCY	\$5,000,000.00	<p>This request is for a Software As A Service Agreement for the SFMTA Enterprise Hexagon Enterprise Asset Management software that is currently in use.</p> <p>The Hexagon (previously INFOR) Enterprise Asset Management software for asset and work order management has been used by SFMTA for about 7 years. We continue to implement new business units and have projects on our roadmap until about 2027.</p>	August 1, 2023	August 28, 2026	REGULAR
49788 - 22/23	MUNICIPAL TRANSPORTATION AGENCY	\$9,000,000.00	<p>The consultant will provide comprehensive environmental review (EIR) and analysis for the San Francisco Municipal Transportation Agency (SFMTA) in accordance with the California Environmental quality Act (CEQA) and as-needed documentation pursuant to the National Environmental Policy Act (NEPA) as required and as it relates to SFMTA 's Building Progress Program's Facilities Framework (Framework). The Framework is a guiding document for capital improvements to SFMTA operations, maintenance, and support facilities to modernize the oldest and largest bus, rail, other aging facilities, and accommodate transit fleet growth and support functions through 2040.</p> <p>Other services to be performed may also include public outreach and engagement, economic and transportation facility analyses, structural and geotechnical engineering, and financial analyses of joint development options, including as needed, re-entitlement of the property through all the required approvals for the proposed five projects: Presidio Modernization Project, Kirkland Battery Electric Bus and Other Improvement Project, Islais Creek Battery Electric Bus Pilot Program, Cable Car Barn Master Plan, Joint Development for the 4th-5th/Mission Garage and Moscone Garage, and/or other facility projects as needed.</p>	January 15, 2023	January 1, 2029	REGULAR
40076 - 22/23	PUBLIC UTILITIES COMMISSION	\$8,000,000.00	Provide technical evaluation, project development, financial analysis, design, permitting, and construction management of renewable energy and energy storage technologies.	September 1, 2023	September 1, 2027	REGULAR



<b>PSC No</b>	<b>Dept Designation</b>	<b>PSC Amount</b>	<b>Description of Work</b>	<b>PSC Estimated Start Date</b>	<b>PSC Estimated End Date</b>	<b>Type of Approval</b>
45144 - 22/23	PUBLIC UTILITIES COMMISSION	\$450,000.00	Regular trash pickups for Moccasin Camp. Regular trash pickup is necessary because of public health concerns. Accumulated trash creates a health hazard to the environment, public, and employees.. If denied CCSF could face fines for such hazards.	August 3, 2022	July 31, 2027	REGULAR

**TOTAL AMOUNT \$25,008,760**

# POSTING FOR

October 17, 2022

## PROPOSED PERSONAL SERVICES CONTRACTS – MODIFICATION

<b>PSC Number</b>	<b>Commission Hearing Date</b>	<b>Department</b>	<b>Additional Amount</b>	<b>Cumulative Total</b>	<b>Description</b>	<b>Start Date</b>	<b>End Date</b>	<b>Approval Type</b>
48316 - 18/19 - MODIFICATIONS	October 17, 2022	PUBLIC LIBRARY -- LIB	\$181,898	\$345,298	Contractor shall build and maintain a Local Music Collection Site for San Francisco Public Library that provides streams and downloads of music content in multiple digital formats. Contractor shall provide means for the authentication of Library cardholders for downloading or streaming content according to Library's licensing agreements with artists, and provide interfaces for the export of and access to MUSICat MARC records for Library's catalog. Contractor shall provide administrative tools through MUSICat that support and streamline Library's implementation of and processes for collection development, licensing, and promotion, as well as displaying usage	01/01/2024	03/01/2026	REGULAR

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					statistics and providing administrative and technical support for Library's staff and community of users. Contractor shall serve as payor to musicians that the Library contracts with for the non-exclusive use of their recordings, and will charge the Library \$20 service fee per \$200 payment.			
48568 - 18/19 - MODIFICATIONS	October 17, 2022	MUNICIPAL TRANSPORTATION AGENCY -- MTA	\$2,000,000	\$8,000,000	Provide garment rental & maintenance for Municipal Transportation Agency staff that are required to perform their duties as per job description and Memorandum of Understanding	10/01/2022	09/30/2025	REGULAR
45627 - 21/22 - MODIFICATIONS	October 17, 2022	GENERAL SERVICES AGENCY - TECHNOLOGY -- TIS	\$21,500,000	\$24,000,000	1. To provide professional services to implement and configure modules and processes within the City ServiceNow platform. 2. Attain a high level of user adoption Prospective vendors shall provide project plan that would describe how they will guide Project execution. This should include clear outline of the project methodology and approach that will be used along with listing of all the assumptions the vendor makes in preparing the plan/proposal.	01/01/2023	12/31/2031	REGULAR

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					<p>Furthermore, to gain the full understanding of the overall scope of the project, if selected, prospective vendors are required to:</p> <ol style="list-style-type: none"> <li>1. Develop Technical Requirements - Conduct/facilitate a Process Workshop to confirm business and technical requirements by analyzing the CCSF business processes and documenting functional requirements. This shall include business analysis and requirements definition, data migration analysis and planning, interface analysis and planning, functional design considerations, as well as training framework/training plan followed by defining the design approach for the functional requirements</li> <li>2. Design and Develop Solution - Provide detailed designs, configuration of any identified gaps that were agreed to proceed, followed by building and configuring the solution. The proposed design must also be able to scale to meet CCSF's future needs in any of ServiceNow™ categories,</li> <li>3. Conduct Unit, System and User Acceptance Testing - Provide test plan with use cases tracing back to</li> </ol>			

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					<p>business/functional requirements for testing, incorporating changes as required. 4. Training – Participate in knowledge transfer sessions and provide inputs into training plan. 5. Solution Implementation/Deployment – Perform dry-run activities, provide detailed deployment plan, preparing users to go live and going live with the solution. 6. Post Implementation Support – Monitoring system/application(s) performance and performing necessary action(s) to mitigate any observed, reported issues (showstoppers items) post deployment (deployment of emergency fixes).</p>			

**TOTAL AMOUNT \$23,681,898**

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

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: Serve on Bayview Shuttle Proj Comm. & provide African American community engagement & outreach

Funding Source: State Grants

PSC Duration: 3 years 34 weeks

PSC Amount: \$135,400

**1. Description of Work**

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

The San Francisco African American Arts & Cultural District (SFAACD) was approved as part of our application to the California Air Resources Board (CARB) to provide work as part of the state funded Bayview Community Shuttle Project.

The scope of work for SFAACD include:

- Serve on Project committee
- Review and comment on Project plans and materials for accuracy and cultural competence
- Organize, promote, and host engagement and marketing events with an emphasis on the African American community
- Evaluate outreach events through surveys, focus groups and other methods

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

A large focus of the grant was to have collaborative relationships with community members and the grant sought to partner with local community-based organizations (CBO) to address community needs and to promote the Project as a way of improving mobility needs of the neighborhood. If denied the listed work in concise description of proposed work for SFMTA staff will need to take on the work (will require consultation with the grantor as this may not meet the terms of the grant) which will be difficult as we do not have the established relationships that the contractor has due to their deep ties within the community. The contractor is trusted among community members to perform the listed work and community members prefer working with them on these services based on previous histories rather than directly with City staff. If grantor denies the replacement of the contractor with City staff we are at risk of losing grant funds.

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.

Not 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):

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

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

B. Explain the qualifying circumstances:

The services are needed for only the duration of this grant (runs through March 2026 with 3 months of additional close out through June 2026). The project grant lists SFAAACD to perform the listed work.

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

A. Specify required skills and/or expertise: Understanding the needs of community residents and partners through established relationships and knowing how to address and adapt to the needs of the identified population

B. Which, if any, civil service class(es) normally perform(s) this work? 1312, Public Information Officer; 1314, Public Relations Officer; 5277, Planner 1; 5288, Transportation Planner II; 5289, Transportation Planner III; 5290, Transportation Planner 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?**

N/A – grant encourages partnerships with local CBOs to provide targeted outreach and services that address neighborhood needs. Some of the work can be performed by members of the IFPTE, Local 21 union chapter such as Public Information Officers (1312, 1314) and Planners (5277, 5288, 5289, 5290) however this is not the preferred arrangement as City staff do not have the established working relationships with community members like that of the contractor.

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

A. Explain why civil service classes are not applicable.  
SFAAACD is listed in the grant to provide these 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 grant identifies SFAAACD to provide 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. Only SFAAACD will be performing the work listed in concise description of proposed work.
- C. Are there legal mandates requiring the use of contractual services?  
Yes. SFAAACD was listed in the grant to provide these services.
- 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 08/16/2022, 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: Amy NUQUE Phone: 415-646-2802 Email: amy.nuque@sfmta.com

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

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 40365 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 10/17/2022

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

## Nuque, Amy

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**From:** dhr-psccordinator@sfgov.org on behalf of amy.nuque@sfmta.com  
**Sent:** Tuesday, August 16, 2022 11:57 AM  
**To:** Nuque, Amy; junko.laxamana@sfgov.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; amakayan@ifpte21.org; L21PSCReview@ifpte21.org; Nuque, Amy; dhr-psccordinator@sfgov.org  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 40365 - 22/23

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

RECEIPT for Union Notification for PSC 40365 - 22/23 more than \$100k

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a request for a Personal Services Contract (PSC) 40365 - 22/23 for \$135,400 for Initial Request services for the period 11/01/2022 – 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/19041> 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)**

# GRANT AGREEMENT COVER SHEET


		GRANT NUMBER STEP-IG-04	
NAME OF GRANT PROGRAM Sustainable Transportation and Communities Division			
GRANTEE NAME San Francisco Municipal Transportation Agency			
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 94-6000417		TOTAL GRANT AMOUNT NOT TO EXCEED \$1,940,936.00	
START DATE: 8/11/2022		END DATE: 3/31/2026	

This legally binding Grant Agreement, including this cover sheet and Exhibits attached hereto and incorporated by reference herein, is made and executed between the State of California, California Air Resources Board (CARB) and San Francisco Municipal Transportation Agency (the "Grantee").

- Exhibit A – Grant Provisions
- Exhibit B – Work Statement
  - Exhibit B, Attachment 1 – Budget Summary
  - Exhibit B, Attachment 2 – Task Summary and Details
  - Exhibit B, Attachment 3 – Task and Disbursement Schedule
  - Exhibit B, Attachment 4 – Key Project Personnel
- Exhibit C – Grantee Proposal Package
- Exhibit D – Grant Solicitation Package
- Exhibit E – Payee Data Record

This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until it receives written approval from CARB.

The undersigned certifies under penalty of perjury that they are duly authorized to bind the parties to this Grant Agreement.

STATE AGENCY NAME California Air Resources Board		GRANTEE'S NAME (PRINT OR TYPE) San Francisco Municipal Transportation Agency	
SIGNATURE OF ARB'S AUTHORIZED SIGNATORY:		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION)	
TITLE	DATE	TITLE	DATE
STATE AGENCY ADDRESS 1001 I Street, Sacramento, CA 95814		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) One South Van Ness, San Francisco, California 94103	
<b>CERTIFICATION OF FUNDING</b>			
AMOUNT ENCUMBERED BY THIS AGREEMENT \$1,940,936.00	PROGRAM 3500000L15	PROJECT 3900CLEAN	ACTIVITY 3228CLEAN21
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$0.00	FUND TITLE Greenhouse Gas Reduction Fund		FUND NO. 3228
TOTAL AMOUNT ENCUMBERED TO DATE \$1,940,936.00	(OPTIONAL USE)		CHAPTER 69 STATUTE 2021 SB129
APPR REF 101	ACCOUNT/ALT ACCOUNT 5432000	REPORTING STRUCTURE 39006100	SERVICE LOCATION 50013 FISCAL YEAR (ENY) 2021
<i>I hereby certify that the California Air Resources Board Legal Office has reviewed this Grant Agreement.</i>			
SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD LEGAL OFFICE: 		DATE 8-9-22	

# Grant Agreement

## Our Community, Our Shuttle: Bayview-Hunters Point Equitable Mobility San Francisco Municipal Transportation Agency

Sustainable Transportation and Communities Division  
California Air Resources Board  
August 2022

Grant Number: STEP-IG-04



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**EXHIBIT A**  
**Grant Agreement: STEP-IG-04**

**GRANT PROVISIONS**

**A. AGREEMENT**

This Grant is from the California Air Resources Board (hereinafter referred to as CARB or the Board) to the City and County of San Francisco, by and through its Municipal Transportation Agency (hereinafter referred to as the Grantee).

The parties agree to comply with the requirements and conditions herein as well as all commitments identified in the Work Statement (Exhibit B), Grantee Proposal Package (Exhibit C), and the Fiscal Year (FY) 2019-20 Grant Solicitation for the Sustainable Transportation Equity Project (STEP) (Exhibit D).

**B. GRANT ACKNOWLEDGEMENT**

Where applicable, the Grantee agrees to acknowledge the California Climate Investments program and CARB as a funding source for STEP, as outlined in the California Climate Investments Messaging and Communications Guide.<sup>1</sup> Below are specific requirements for acknowledgement.

The Grantee agrees to acknowledge the California Climate Investments program from CARB's Low Carbon Transportation program whenever projects funded, in whole or in part by this Agreement, are publicized in any news media, websites, brochures, publications, audiovisuals, or other types of promotional material. The acknowledgement must read as follows: 'This publication (or project) was supported by the "California Climate Investments" program.' Guidelines for the usage of the California Climate Investments logo can be found at <http://www.caclimateinvestments.ca.gov/logo-graphics-request>.

The California Climate Investments logo and name serves to bring under a single brand the many investments whose funding comes from the Greenhouse Gas Reduction Fund (GGRF). The logo represents a consolidated and coordinated initiative by the State to address climate change by reducing greenhouse gases, while also investing in disadvantaged communities and achieving many other co-benefits.

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<sup>1</sup> California Climate Investments Communications Guide <http://www.caclimateinvestments.ca.gov/logo-graphics-request>





The Grantee agrees to acknowledge CARB as a funding source for STEP when publicized in any news media, websites, applications, brochures, publications, audiovisuals, or other types of promotional material. The Grantee agrees to adhere to the Board's logo usage requirements in a manner directed by CARB. CARB logos shall be provided to the Grantee by CARB Project Liaison.



The CARB logo is a visual representation of our air environment. The arcs represent: the different elements that make up the air we breathe, the protection of our atmosphere and the efforts we take to protect the health of Californians, the collaboration of multiple stakeholders all moving in the same direction together, and innovation with the arcs all growing and changing.



Finally, when preparing flyers, brochures, or other handout material that will be used to promote STEP as one of CARB's Low Carbon Transportation Investment projects, the Grantee will incorporate Moving California typeset and branding, as appropriate. Moving California is the branding of CARB's suite of Low Carbon Transportation Investment projects, including both light- and heavy-duty projects. The Moving California typeset is displayed above and branding materials will be provided by the CARB Project Liaison.

## C. GRANT SUMMARY AND AMENDMENTS

Project Title: Our Community, Our Shuttle: Bayview-Hunters Point Equitable Mobility

Authorized Official: Joel Goldberg

Title: Grants Procurement Manager

**Total Grant Amount: \$1,940,936.00**

**Total Resource Contribution: \$3,477,200.00**

#### D. GRANT PARTIES AND CONTACT INFORMATION

1. The CARB Project Liaison is Bree Swenson. Correspondence regarding this project shall be directed to:

Bree Swenson  
Sustainable Transportation and Communities Division  
California Air Resources Board  
1001 I Street  
Sacramento, California 95814  
Phone: (916) 440-8284  
Email: [breanna.swenson@arb.ca.gov](mailto:breanna.swenson@arb.ca.gov)

2. The Grantee Liaison is Christopher Kidd. Correspondence regarding this project shall be directed to:

Christopher Kidd  
Transportation Planner  
San Francisco Municipal Transportation Agency  
One South Van Ness  
San Francisco, California 94103  
Phone: (415) 646-2852  
Email: [christopher.kidd@sfmta.com](mailto:christopher.kidd@sfmta.com)

3. If the CARB Project Liaison identified above changes, CARB will notify the Grantee Liaison of said change and provide the new contact information. If the Grantee Liaison identified above changes, the Grantee will notify the CARB Project Liaison of said change and provide the new contact information.

#### E. TIME PERIOD

1. Performance of work or other expenses billable to CARB under this Grant may commence after full execution of this Grant by parties provided all required proofs of insurance has been provided for each applicable task before it is performed. Performance on this Grant ends once the Grantee has submitted and CARB approves the final report or if this Grant is terminated, whichever is earlier.
2. Upon completion of the project, the Grantee shall submit a draft final report to the CARB Project Liaison no later than **December 31, 2025**.
3. Final request for payment and Final Report shall be received by CARB no later than **March 31, 2026**.
4. The CARB Executive Officer retains the authority to terminate, or reduce the grant amount of, this Grant Agreement for nonperformance. In the event of

such termination or reduction of the grant amount, Section G.6, Termination and Suspension of Payments, of this Grant Agreement shall apply.

5. This Grant Agreement, upon written authorization of a CARB authorized representative, may be extended or amended, with or without cause, and solely within the discretion of CARB. Any such amendment or extension shall not take effect until memorialized in writing and fully executed by authorized representatives of both Parties.

## F. DUTIES AND REQUIREMENTS

This section defines the respective duties and requirements of CARB and the Grantee in implementing the Grant.

### 1. CARB's Role

CARB is responsible for the following:

- a. Participating in regular meetings with the Grantee to discuss program refinements and guide program implementation
- b. Reviewing and approving all Grant Disbursement Request Forms (MSCD/ISB-90) and distributing grant funds to the Grantee
- c. Reviewing and approving community engagement, outreach, and education materials provided by the Grantee, such as outreach and education materials, webpages, initial participant surveys, quarterly reports, and the final report
- d. Reviewing and approving the data collection plan
- e. Providing program oversight and accountability (in conjunction with the Grantee)

### 2. The Grantee's Tasks

The Grantee's key project personnel will administer the various tasks of the project including participation in meetings with CARB staff; development and implementation of project plans; record-keeping procedures; reporting procedures; financial tracking and disbursements; and responding to CARB and public requests in a timely manner. The Grantee's responsibilities include all project development, press events, project administration, and project reporting. Exhibit B (Work Statement) contains the budget summary, task summary and detailed task list, task and disbursement schedule, and list of key project personnel.

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: Serve on Bayview Shuttle Proj. Committee & provide Spanish-language engagement & outreach svcs

Funding Source: State Grants

PSC Duration: 3 years 34 weeks

PSC Amount: \$114,500

**1. Description of Work**

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

Mission Neighborhood Centers – Evans Campus was approved as part of our application to the California Air Resources Board (CARB) to provide work as part of the state funded Bayview Community Shuttle Project. Mission Neighborhood Centers – Evans Campus was previously listed in the grant as Bayview El Centro.

The scope of work for Mission Neighborhood Centers – Evans Campus include:

- Serve on Project committee
- Review and comment on Project plans and materials for accuracy and cultural competence
- Organize, promote, and host engagement and marketing events with an emphasis on reaching the Spanish-language community
- Evaluate outreach events through surveys, focus groups and other methods

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

A large focus of the grant was to have collaborative relationships with community members and the grant sought to partner with local community-based organizations (CBO) to address community needs and to promote the Project as a way of improving mobility needs of the neighborhood. If denied the listed work in concise description of proposed work in San Francisco Municipal Transportation Agency (SFMTA) staff will need to take on the work (will require consultation with the grantor as this may not meet the terms of the grant) which will be difficult as we do not have the established relationships that the contractor has due to their deep ties within the community. The contractor is trusted among community members to perform the listed work and community members prefer working with them on these services based on previous histories rather than directly with City staff. If grantor denies the replacement of the contractor with City staff, we are at risk of losing grant funds.

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.  
Not 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):

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

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

B. Explain the qualifying circumstances:

The services are needed for only the duration of this grant (runs through March 2026 with 3 months of additional close out through June 2026).

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

A. Specify required skills and/or expertise: Understanding the needs of community residents and partners through established relationships and knowing how to address and adapt to the needs of the identified population. Fluency in Spanish is required.

B. Which, if any, civil service class(es) normally perform(s) this work? 1312, Public Information Officer; 1314, Public Relations Officer; 5277, Planner 1; 5288, Transportation Planner II; 5289, Transportation Planner III; 5290, Transportation Planner 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?**

N/A – grant encourages partnerships with local community partners to provide targeted outreach and services that address neighborhood needs. Some of the work can be performed by members of the IFPTE, Local 21 union chapter such as Public Information Officers (1312, 1314) and Planners (5277, 5288, 5289, 5290) however this is not the preferred arrangement as City staff do not have the established working relationships with community members like that of the contractor.

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

A. Explain why civil service classes are not applicable.

Mission Neighborhood Centers – Evans Campus is listed in the grant, previously as Bayview El Centro, to provide these 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 grant identifies Mission Neighborhood Centers – Evans Campus, previously listed as Bayview El Centro, to provide 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. Only Mission Neighborhood Centers – Evans Campus will be performing the work listed in concise description of proposed work.

C. Are there legal mandates requiring the use of contractual services?  
Yes. Mission Neighborhood Centers – Evans Campus was listed in the grant to provide these services.

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 08/16/2022, 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: 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# 42070 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 10/17/2022

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

## Nuque, Amy

---

**From:** dhr-psccordinator@sfgov.org on behalf of amy.nuque@sfmta.com  
**Sent:** Tuesday, August 16, 2022 11:36 AM  
**To:** Nuque, Amy; junko.laxamana@sfgov.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; amakayan@ifpte21.org; L21PSCReview@ifpte21.org; Nuque, Amy; dhr-psccordinator@sfgov.org  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 42070 - 22/23

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

RECEIPT for Union Notification for PSC 42070 - 22/23 more than \$100k

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a request for a Personal Services Contract (PSC) 42070 - 22/23 for \$114,500 for Initial Request services for the period 11/01/2022 – 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/19040> 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)**

such termination or reduction of the grant amount, Section G.6, Termination and Suspension of Payments, of this Grant Agreement shall apply.

5. This Grant Agreement, upon written authorization of a CARB authorized representative, may be extended or amended, with or without cause, and solely within the discretion of CARB. Any such amendment or extension shall not take effect until memorialized in writing and fully executed by authorized representatives of both Parties.

## F. DUTIES AND REQUIREMENTS

This section defines the respective duties and requirements of CARB and the Grantee in implementing the Grant.

### 1. CARB's Role

CARB is responsible for the following:

- a. Participating in regular meetings with the Grantee to discuss program refinements and guide program implementation
- b. Reviewing and approving all Grant Disbursement Request Forms (MSCD/ISB-90) and distributing grant funds to the Grantee
- c. Reviewing and approving community engagement, outreach, and education materials provided by the Grantee, such as outreach and education materials, webpages, initial participant surveys, quarterly reports, and the final report
- d. Reviewing and approving the data collection plan
- e. Providing program oversight and accountability (in conjunction with the Grantee)

### 2. The Grantee's Tasks

The Grantee's key project personnel will administer the various tasks of the project including participation in meetings with CARB staff; development and implementation of project plans; record-keeping procedures; reporting procedures; financial tracking and disbursements; and responding to CARB and public requests in a timely manner. The Grantee's responsibilities include all project development, press events, project administration, and project reporting. Exhibit B (Work Statement) contains the budget summary, task summary and detailed task list, task and disbursement schedule, and list of key project personnel.

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: Serve on Bayview Shuttle Project Committee and provide youth engagement and outreach services

Funding Source: State Grants

PSC Duration: 3 years 34 weeks

PSC Amount: \$101,860

**1. Description of Work**

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

Bay Area Community Resources (BACR) was approved as part of our application to the California Air Resources Board (CARB) to provide work as part of the state funded Bayview Community Shuttle Project.

The scope of work for BACR include:

- Develop training materials and hold training sessions with Youth Champion program
- Review and comment on Project plans and materials for accuracy and cultural competence
- Organize and promote services for the Transportation Resource center, a "one-stop-shop" for the community to receive help on transportation services

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

A large focus of the grant was to have collaborative relationships with community members and the grant sought to partner with local community-based organizations (CBO) to address community needs and to promote the Project as a way of improving mobility needs of the neighborhood. If denied the listed work in concise description, SFMTA staff will need to take on the work (will require consultation with the grantor as this may not meet the terms of the grant) which will be difficult as we do not have the established relationships that the contractor has due to their deep ties within the community. The contractor is trusted among community members to perform the listed work and community members prefer working with them on these services based on previous histories rather than directly with City staff. If grantor denies the replacement of the contractor with City staff we are at risk of losing grant funds.

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.

Not 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):

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

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

- B. Explain the qualifying circumstances:

The services are needed for only the duration of this grant (runs through March 2026 with 3 months of additional close out through June 2026). The project grant lists BACR to perform the listed work.

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

A. Specify required skills and/or expertise: Understanding the needs of community residents and partners through established relationships and knowing how to address and adapt to the needs of the identified population.

B. Which, if any, civil service class(es) normally perform(s) this work? 1312, Public Information Officer; 1314, Public Relations Officer; 5277, Planner 1; 5288, Transportation Planner II; 5289, Transportation Planner III; 5290, Transportation Planner 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?**

N/A – grant encourages partnerships with local CBOs to provide targeted outreach and services that address neighborhood needs. Some of the work can be performed by members of the IFPTE, Local 21 union chapter such as Public Information Officers (1312, 1314) and Planners (5277, 5288, 5289, 5290) however this is not the preferred arrangement as City staff do not have the established working relationships with community members like that of the contractor.

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

A. Explain why civil service classes are not applicable.  
BACR is listed in the grant to provide these 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 grant identifies BACR to provide 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. Only BACR will be performing the work listed in concise description of proposed work.
- C. Are there legal mandates requiring the use of contractual services?  
Yes. BACR was listed in the grant to provide these services.
- 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 08/16/2022, 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: 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# 43479 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 10/17/2022

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

## Nuque, Amy

---

**From:** dhr-psccordinator@sfgov.org on behalf of amy.nuque@sfmta.com  
**Sent:** Tuesday, August 16, 2022 12:55 PM  
**To:** Nuque, Amy; junko.laxamana@sfgov.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; amakayan@ifpte21.org; L21PSCReview@ifpte21.org; Nuque, Amy; dhr-psccordinator@sfgov.org  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 43479 - 22/23

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

RECEIPT for Union Notification for PSC 43479 - 22/23 more than \$100k

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a request for a Personal Services Contract (PSC) 43479 - 22/23 for \$101,860 for Initial Request services for the period 11/01/2022 – 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/19042> 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)**



such termination or reduction of the grant amount, Section G.6, Termination and Suspension of Payments, of this Grant Agreement shall apply.

5. This Grant Agreement, upon written authorization of a CARB authorized representative, may be extended or amended, with or without cause, and solely within the discretion of CARB. Any such amendment or extension shall not take effect until memorialized in writing and fully executed by authorized representatives of both Parties.

## F. DUTIES AND REQUIREMENTS

This section defines the respective duties and requirements of CARB and the Grantee in implementing the Grant.

### 1. CARB's Role

CARB is responsible for the following:

- a. Participating in regular meetings with the Grantee to discuss program refinements and guide program implementation
- b. Reviewing and approving all Grant Disbursement Request Forms (MSCD/ISB-90) and distributing grant funds to the Grantee
- c. Reviewing and approving community engagement, outreach, and education materials provided by the Grantee, such as outreach and education materials, webpages, initial participant surveys, quarterly reports, and the final report
- d. Reviewing and approving the data collection plan
- e. Providing program oversight and accountability (in conjunction with the Grantee)

### 2. The Grantee's Tasks

The Grantee's key project personnel will administer the various tasks of the project including participation in meetings with CARB staff; development and implementation of project plans; record-keeping procedures; reporting procedures; financial tracking and disbursements; and responding to CARB and public requests in a timely manner. The Grantee's responsibilities include all project development, press events, project administration, and project reporting. Exhibit B (Work Statement) contains the budget summary, task summary and detailed task list, task and disbursement schedule, and list of key project personnel.

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: Professional Services

Funding Source: Local Funds

PSC Duration: 2 years 51 weeks

PSC Amount: \$1,000,000

**1. Description of Work**

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

As-needed administrative support services utilizing California Multiple Award Schedule (CMAS) contract CMAS NO. 4-21-07-1017 to support the Finance and Information Technology Division's various business administration functions. The consultants will provide direct support to the section's operational tasks and indirect support to the division's capital and operating projects. The scope of services shall include but not be limited to the following:

- Review grant funding requirements to setup requisitions for purchase orders and contract encumbrance released from contracts, updated and monitor payment and PO balances
  - Monitors technology division expenditure and ensures the procurement meets federal, state, and various grant restrictions.
  - Develops financial analysis reports, including expenditure reports, vendor analysis, and contractor staff analysis to make sound recommendations on technology budget and purchasing decisions.
  - Assist in divisional projects and process improvement in areas of human capital, project budget, schedule delivery management utilizing system automation, working with potential users to gather requirements, and collaborating with PMO to develop and improve existing processes
  - Administration and management of any as-needed SharePoint workflows
  - Assist with all divisional recruitment, project delivery, and operational budget-related inquiries or requests.
  - Assist with coordination of the recruitment process, interviews set up, and Human Resources events and maintain agendas
  - Redirect project-related calls or distribute correspondence to the appropriate person on the team.
6. Produce and submit reports on general activity

- Support Technology procurement 8. Facilitate divisional contract management

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

As-needed support services to provide temporary support to the business operations needs of the division including Technology Procurement, Divisional Recruitment Support, indirect capital, and operating project supports. Denial of this request will impact the delivery and operation efficiency of the section and the inability to complete short-term projects to improve business processes.

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 provides short-term administrative support to the Technology section on short-term projects or while the section works to fill necessary vacancies. PSC#39758 21/22 was approved to provide short-term recruitment-specific support to Finance and Information Technology Division.

D. Will the contract(s) be renewed?

Yes, this is a Compliance, Safety, Accountability (CSA) Multiple Award Schedule Contract.

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.

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

B. Explain the qualifying circumstances:

HR Divisional rep function for Finance and Information Technology Division has been recently reassigned to the Tech Biz Ops section. Tech Biz Ops is requesting as-needed support while we go through the budget process to add required positions to support the recruitment of various positions within the division. We anticipate the consultant to provide short-term support until vacancies are filled.

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

A. Specify required skills and/or expertise: Human Capital Management – Recruitment Support, interview coordination, Business Process Improvement – business process optimization, process automation, requirement gathering Business Administration – Financial analysis and reporting, administrative and coordination support Contract Management – Contract reviews, grants Technology Procurement – vendor management, technology sourcing

B. Which, if any, civil service class(es) normally perform(s) this work? 1820, Junior Administrative Analyst; 1822, Administrative Analyst; 1823, Senior Administrative Analyst; 1824, Pr Administrative Analyst; 1825, Prnpl Admin Analyst II; 1827, Administrative Services Mgr; 1840, Junior Management Assistant; 1842, Management Assistant; 1844, Senior Management Assistant;

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 division will actively recruit positions to support functions that are long-term and utilize consultants on short-term assignments and temporary supports.

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

- A. Explain why civil service classes are not applicable.  
A civil service class is applicable but we need to obtain an approved position and fill the vacancy.
  
- 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, we can utilize the existing civil service class.

**6. Additional Information**

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

**7. Union Notification: On 07/21/2022, 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; 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: 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# 45633 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 10/17/2022

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

## Nuque, Amy

---

**From:** dhr-psccordinator@sfgov.org on behalf of amy.nuque@sfmta.com  
**Sent:** Thursday, July 21, 2022 9:44 PM  
**To:** Nuque, Amy; sarah.wilson@seiu1021.org; Sandeep.lal@seiu1021.me; leah.berlanga@seiu1021.org; jason.klumb@seiu1021.org; noah.frigault@sfgov.org; Julie.Meyers@sfgov.org; 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; Sin.Yee.Poon@sfgov.org; david.canham@seiu1021.org; jtanner940@aol.com; junko.laxamana@sfgov.org; amakayan@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Nuque, Amy; dhr-psccordinator@sfgov.org  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 45633 - 22/23

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

RECEIPT for Union Notification for PSC 45633 - 22/23 more than \$100k

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a request for a Personal Services Contract (PSC) 45633 - 22/23 for \$1,000,000 for Initial Request services for the period 10/01/2022 – 09/25/2025. 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/18974> 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: Professional Services

Funding Source: Local Funds

PSC Duration: 2 years 52 weeks

PSC Amount: \$.95,000

**1. Description of Work**

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

As-needed administrative support services utilizing California Multiple Award Schedule (CMAS) contract CMAS NO. 4-21-07-1017 to support the Finance and Information Technology Division's recruitment efforts. The consultant will support the recruitment initiatives for the Finance and Information Technology Unit of San Francisco Municipal Transportation Agency (SFMTA) and provide indirect support to the section's capital and operating projects. The Scope of services shall include but not be limited to the following: 1. Assist in divisional projects and process improvement in areas of human capital management utilizing system automation such as converting existing process to SharePoint workflow, work with potential users to gather requirements and collaborate with business analyst to develop and improve existing process 2. Administration and management of any as-needed SharePoint workflow 3. Assist with all divisional recruitment related inquiries or requests. 4. Assist with coordination of the recruitment process, interviews setup, HR events and maintain agendas 5. Redirect project related calls or distribute correspondence to the appropriate person of the team. 6. Produce and submit reports on general activity.

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

As-needed human capital services to provide temporary support to the increasing recruitment needs of the section as it has taken on additional responsibilities.

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 demand as Technology section has taken on additional responsibilities. This is temporary support while the section works to fill necessary vacancies.

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.

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

B. Explain the qualifying circumstances:

Human Resources Divisional rep function for Finance and Information Technology division has been recently reassigned to the Tech Biz Ops section. Tech Biz Ops is requesting as-needed support while we go through the budget process to add required position to support recruitment of various positions within the division. We anticipate the consultant to provide short-term support until vacancies are filled.

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

A. Specify required skills and/or expertise: Human Capital Management, Business Process Improvement and Business Administration

B. Which, if any, civil service class(es) normally perform(s) this work? 1820, Junior Administrative Analyst; 1822, Administrative Analyst; 1823, Senior Administrative Analyst; 1824, Pr Administrative Analyst; 1825, Prnpl Admin Analyst II; 1827, Administrative Services Mgr; 1840, Junior Management Assistant; 1842, Management Assistant; 1844, Senior Management Assistant;

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?**

Requesting position through the budget process and the recruitment process.

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

A. Explain why civil service classes are not applicable.

Civil service class is applicable but we need to obtain approved position and fill the vacancy.

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, we can utilize existing civil service class.

**6. Additional Information**

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

No.

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

No. No training will be provided.

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

No.

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

**7. Union Notification:** On 06/29/2022, the Department notified the following employee organizations of this PSC/RFP request:  
Management & Superv 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: 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# 39758 - 21/22

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 07/07/2022

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: Harris Technical Support

Funding Source: Operating Funds

PSC Duration: 2 years 1 day

PSC Amount: \$500,000

**1. Description of Work**

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

Priority access to a Harris systems engineer and a program manager.

Project Management Activities:

- coordinate activities with L3Harris tech to perform on-site maintenance, troubleshooting, etc.
- ensure proper updates are communicated to San Francisco Municipal Transportation Agency (SFMTA) (issue, cause, resolution)
- conduct ad-hoc meetings as necessary, take meeting notes, send out updates
- track actions/issues list and provide updates when required
- prepare quarterly invoice packages for SFMTA
- assist in coordinating additional resources when required (Patriot, Conduent, additional L3Harris staff)
- assist in RMA (Remote Network Management) coordination and ensure timely delivery of materials back to SFMTA

Systems Engineering Activities:

- Review of various network management systems in response to emails describing system events and notification of possible system problems.
- Regular review of the tunnel system using Intermapper, the radio system using the remote network management and system center operations manager review of network devices using CiscoPrime, and review of Conduent servers using WhatsUpGold. Report any issues that have been discovered.

- Correction of problems when a remote solution is possible - e.g. remote reboot of a base station device, configuration reload on a tunnel Lantronix module when it is reporting "no SNMP response"
- Periodic review (via browser) Alarm Point Duplicator (APO) status, Duracomm control center, Netclocks, and power systems (rectifiers and inverters). Report any issues that have been discovered
- Support for Harris personnel: primarily Brian Gonsalves, Robyn Ferguson, and Tom Brown
- Support for SFMTA personnel: Roi Kingon and Jacky So
- Support for Conduent - generally with respect to configuration changes to WhatsUpGold.
- System configuration changes as required. Historically that has included system database changes (in the user access system, Maestro console layout configuration, managing user accounts, and access as required.

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

This service is required as part of ongoing system maintenance post-project implementation. It enhances SFMTA's maintenance by providing proactive monitoring and reporting of issues. When an incident is underway, priority access to a systems engineer ensures that root causes can be identified, and issues resolved in a timely manner. This maintenance service is proprietary and without it, we cannot access the system and acquire the necessary information to identify the cause of error or failure. Denying this request means without proactive monitoring that failures will occur more often and when failures occur, they will take longer to resolve without priority access to Harris resources.

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

This service was provided through capital project implementation. The capital project has been completed and is now transitioning to operational maintenance support.

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.

B. Explain the qualifying circumstances:

This service is needed temporarily until there is a long-term support contract in place with the vendor.

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

A. Specify required skills and/or expertise: Access to Harris, Inc proprietary radio communications and network technology.

B. Which, if any, civil service class(es) normally perform(s) this work? 1044, IS Engineer-Principal; 5504, Project Manager 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?**

Not possible this is proprietary technology.

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

A. Explain why civil service classes are not applicable.  
Vendor proprietary technology.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No this is a vendor proprietary technology.

**6. Additional Information**

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
No. No, this vendor-proprietary technology cannot be transferred to the City employee.

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 08/19/2022, 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: 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# 45928 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 10/17/2022

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



## Nuque, Amy

---

**From:** dhr-psccordinator@sfgov.org on behalf of amy.nuque@sfmta.com  
**Sent:** Friday, August 19, 2022 11:02 AM  
**To:** Nuque, Amy; junko.laxamana@sfgov.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; amakayan@ifpte21.org; L21PSCReview@ifpte21.org; Nuque, Amy; dhr-psccordinator@sfgov.org  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 45928 - 22/23

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

RECEIPT for Union Notification for PSC 45928 - 22/23 more than \$100k

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a request for a Personal Services Contract (PSC) 45928 - 22/23 for \$500,000 for Initial Request services for the period 10/17/2022 – 10/17/2024. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrDrupal/node/19048> 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: Provide transportation resource drop-in center incl. Chinese lang. interpretation/translation

Funding Source: State Grants

PSC Duration: 3 years 34 weeks

PSC Amount: \$414,000

**1. Description of Work**

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

The Community Youth Center of San Francisco (CYC) was approved as part of our application to the California Air Resources Board (CARB) to provide work as part of the state funded Bayview Community Shuttle Project.

The scope of work for CYC include:

- Review and comment on project public outreach plans and public engagement activities
- Review and translate project materials into Chinese for accuracy and cultural competence
- Organize, promote, and host engagement events with emphasis on the Chinese-language community
- Hire, train and provide staffing for the Transportation Resource Center (TRC), a community resource for transportation information and services.
- Promote TRC through marketing and outreach activities within the project area through ad-buys, mailers, street teams, posters, doorknockers or flyers

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

A large focus of the grant was to have collaborative relationships with community members and the grant sought to partner with local community-based organizations (CBO) to address community needs and to promote the Project as a way of improving mobility needs of the neighborhood. If denied the listed work in (A) San Francisco Municipal Transportation Agency (SFMTA) staff will need to take on the work (will require consultation with the grantor as this may not meet the terms of the grant) which will be difficult as we do not have the established relationships that the contractor has due to their deep ties within the community nor available resources to provide Chinese language interpretation and translation services. The contractor is trusted among community members to perform the listed work and community members prefer working with them on these services based on previous histories rather than directly with city staff. If grantor denies the replacement of the contractor with City staff, we are at risk of losing grant funds.

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.  
Not 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):

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

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

B. Explain the qualifying circumstances:

The services are needed for only the duration of this grant (runs through March 2026 with 3 months of additional close out through June 2026). The project grant lists this CBO to perform the listed work.

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

A. Specify required skills and/or expertise: Understanding the needs of community residents and partners through established relationships and knowing how to address and adapt to the needs of the identified population.

B. Which, if any, civil service class(es) normally perform(s) this work? 1312, Public Information Officer; 1314, Public Relations Officer; 5277, Planner 1; 5289, Transportation Planner III; 5290, Transportation Planner IV;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, CYC will provide a space for the Transportation Resource Center, a drop-in center for residents to ask for transportation related services

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

N/A – grant encourages partnerships with local CBOs to provide targeted outreach and services that address neighborhood needs. Some of the work can be performed by members of the IFPTE, Local 21 union chapter such as Public Information Officers (1312, 1314) and Planners (5277, 5288, 5289, 5290) however this is not the preferred arrangement as City staff do not have the established working relationships with community members like that of the contractor.

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

A. Explain why civil service classes are not applicable.  
CYC is listed in the grant to provide these 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 grant identifies CYC to provide 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. Only CYC will be performing the work listed in concise description of proposed work.

C. Are there legal mandates requiring the use of contractual services?  
Yes. CYC was listed in the grant to provide these services.

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 08/16/2022, 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: 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# 47092 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 10/17/2022

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

## Nuque, Amy

---

**From:** dhr-psccordinator@sfgov.org on behalf of amy.nuque@sfmta.com  
**Sent:** Tuesday, August 16, 2022 11:01 AM  
**To:** Nuque, Amy; junko.laxamana@sfgov.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; amakayan@ifpte21.org; L21PSCReview@ifpte21.org; Nuque, Amy; dhr-psccordinator@sfgov.org  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 47092 - 22/23

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

RECEIPT for Union Notification for PSC 47092 - 22/23 more than \$100k

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a request for a Personal Services Contract (PSC) 47092 - 22/23 for \$414,000 for Initial Request services for the period 11/01/2022 – 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/19038> 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)**

such termination or reduction of the grant amount, Section G.6, Termination and Suspension of Payments, of this Grant Agreement shall apply.

5. This Grant Agreement, upon written authorization of a CARB authorized representative, may be extended or amended, with or without cause, and solely within the discretion of CARB. Any such amendment or extension shall not take effect until memorialized in writing and fully executed by authorized representatives of both Parties.

## F. DUTIES AND REQUIREMENTS

This section defines the respective duties and requirements of CARB and the Grantee in implementing the Grant.

### 1. CARB's Role

CARB is responsible for the following:

- a. Participating in regular meetings with the Grantee to discuss program refinements and guide program implementation
- b. Reviewing and approving all Grant Disbursement Request Forms (MSCD/ISB-90) and distributing grant funds to the Grantee
- c. Reviewing and approving community engagement, outreach, and education materials provided by the Grantee, such as outreach and education materials, webpages, initial participant surveys, quarterly reports, and the final report
- d. Reviewing and approving the data collection plan
- e. Providing program oversight and accountability (in conjunction with the Grantee)

### 2. The Grantee's Tasks

The Grantee's key project personnel will administer the various tasks of the project including participation in meetings with CARB staff; development and implementation of project plans; record-keeping procedures; reporting procedures; financial tracking and disbursements; and responding to CARB and public requests in a timely manner. The Grantee's responsibilities include all project development, press events, project administration, and project reporting. Exhibit B (Work Statement) contains the budget summary, task summary and detailed task list, task and disbursement schedule, and list of key project personnel.



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: Serve on Bayview Shuttle Project Committee and provide youth and family engagement & outreach

Funding Source: State Grants

PSC Duration: 3 years 34 weeks

PSC Amount: \$119,000

**1. Description of Work**

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

Hunters Point Family was approved as part of our application to the California Air Resources Board (CARB) to provide work as part of the state funded Bayview Community Shuttle Project.

The scope of work for Hunters Point Family include:

- Serve on Project committee
- Review and comment on Project plans and materials for accuracy and cultural competence
- Organize, promote, and host engagement and marketing events with an emphasis on reaching youth and families
- Evaluate outreach events through surveys, focus groups and other methods

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

A large focus of the grant was to have collaborative relationships with community members and the grant sought to partner with local community-based organizations (CBO) to address community needs and to promote the Project as a way of improving mobility needs of the neighborhood. If denied the listed work in (A) San Francisco Municipal Transportation Agency (SFMTA) staff will need to take on the work (will require consultation with the grantor as this may not meet the terms of the grant) which will be difficult as we do not have the established relationships that the contractor has due to their deep ties within the community. The contractor is trusted among community members to perform the listed work and community members prefer working with them on these services based on previous histories rather than directly with City staff. If grantor denies the replacement of the contractor with City staff, we are at risk of losing grant funds.

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.

Not 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):

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

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

B. Explain the qualifying circumstances:

The services are needed for only the duration of this grant (runs through March 2026 with 3 months of additional close out through June 2026). The project grant lists this CBO to perform the listed work.

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

A. Specify required skills and/or expertise: Understanding the needs of community residents and partners through established relationships and knowing how to address and adapt to the needs of the identified population.

B. Which, if any, civil service class(es) normally perform(s) this work? 1312, Public Information Officer; 1314, Public Relations Officer; 5277, Planner 1; 5288, Transportation Planner II; 5289, Transportation Planner III; 5290, Transportation Planner 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?**

N/A – grant encourages partnerships with local CBOs to provide targeted outreach and services that address neighborhood needs. Some of the work can be performed by members of the IFPTE, Local 21 union chapter such as Public Information Officers (1312, 1314) and Planners (5277, 5288, 5289, 5290) however this is not the preferred arrangement as City staff do not have the established working relationships with community members like that of the contractor.

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

A. Explain why civil service classes are not applicable.

Hunters Point Family is listed in the grant to provide these 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 grant identifies Hunters Point Family to provide 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. Only Hunters Point Family will be performing the work listed in concise description of proposed work.
- C. Are there legal mandates requiring the use of contractual services?  
Yes. Hunters Point Family was listed in the grant to provide these services.
- 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 08/16/2022, 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: 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# 47937 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 10/17/2022

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

## Nuque, Amy

---

**From:** dhr-psccordinator@sfgov.org on behalf of amy.nuque@sfmta.com  
**Sent:** Tuesday, August 16, 2022 11:18 AM  
**To:** Nuque, Amy; junko.laxamana@sfgov.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; amakayan@ifpte21.org; L21PSCReview@ifpte21.org; Nuque, Amy; dhr-psccordinator@sfgov.org  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 47937 - 22/23

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

RECEIPT for Union Notification for PSC 47937 - 22/23 more than \$100k

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a request for a Personal Services Contract (PSC) 47937 - 22/23 for \$119,000 for Initial Request services for the period 11/01/2022 – 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/19039> 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)**

such termination or reduction of the grant amount, Section G.6, Termination and Suspension of Payments, of this Grant Agreement shall apply.

5. This Grant Agreement, upon written authorization of a CARB authorized representative, may be extended or amended, with or without cause, and solely within the discretion of CARB. Any such amendment or extension shall not take effect until memorialized in writing and fully executed by authorized representatives of both Parties.

## F. DUTIES AND REQUIREMENTS

This section defines the respective duties and requirements of CARB and the Grantee in implementing the Grant.

### 1. CARB's Role

CARB is responsible for the following:

- a. Participating in regular meetings with the Grantee to discuss program refinements and guide program implementation
- b. Reviewing and approving all Grant Disbursement Request Forms (MSCD/ISB-90) and distributing grant funds to the Grantee
- c. Reviewing and approving community engagement, outreach, and education materials provided by the Grantee, such as outreach and education materials, webpages, initial participant surveys, quarterly reports, and the final report
- d. Reviewing and approving the data collection plan
- e. Providing program oversight and accountability (in conjunction with the Grantee)

### 2. The Grantee's Tasks

The Grantee's key project personnel will administer the various tasks of the project including participation in meetings with CARB staff; development and implementation of project plans; record-keeping procedures; reporting procedures; financial tracking and disbursements; and responding to CARB and public requests in a timely manner. The Grantee's responsibilities include all project development, press events, project administration, and project reporting. Exhibit B (Work Statement) contains the budget summary, task summary and detailed task list, task and disbursement schedule, and list of key project personnel.

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: Serve on Bayview Shuttle Project Committee and provide online engagement and outreach services

Funding Source: State Grants

PSC Duration: 3 years 34 weeks

PSC Amount: \$174,000

**1. Description of Work**

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

Amplify Impact LLC was approved as part of our application to the California Air Resources Board (CARB) to provide work as part of the state funded Bayview Community Shuttle Project. Amplify Impact LLC was previously listed in the grant as OneBayview and Social Niche Guru.

The scope of work for Amplify Impact, LLC include:

- Serve on Project committee
- Review and comment on Project plans and materials for accuracy and cultural competence
- Organize, promote, and host engagement and marketing events with an emphasis on online engagement
- Evaluate outreach events through surveys, focus groups and other methods

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

A large focus of the grant was to have collaborative relationships with community members and the grant sought to partner with local community-based organizations (CBO) to address community needs and to promote the Project as a way of improving mobility needs of the neighborhood. If denied the listed work in (A) San Francisco Municipal Transportation Agency (SFMTA) staff will need to take on the work (will require consultation with the grantor as this may not meet the terms of the grant) which will be difficult as we do not have the established relationships that the contractor has due to their deep ties within the community. The contractor is trusted among community members to perform the listed work and community members prefer working with them on these services based on previous histories rather than directly with City staff. If grantor denies the replacement of the contractor with City staff, we are at risk of losing grant funds.



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.  
Not 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):

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

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

B. Explain the qualifying circumstances:

The services are needed for only the duration of this grant (runs through March 2026 with 3 months of additional close out through June 2026). The project grant lists this CBO to perform the listed work.

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

A. Specify required skills and/or expertise: Understanding the needs of community residents and partners through established relationships and knowing how to address and adapt to the needs of the identified population.

B. Which, if any, civil service class(es) normally perform(s) this work? 1312, Public Information Officer; 1314, Public Relations Officer; 5277, Planner 1; 5288, Transportation Planner II; 5289, Transportation Planner III; 5290, Transportation Planner 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?**

N/A – grant encourages partnerships with local community partners to provide targeted outreach and services that address neighborhood needs. Some of the work can be performed by members of the IFPTE, Local 21 union chapter such as Public Information Officers (1312, 1314) and Planners (5277, 5288, 5289, 5290) however this is not the preferred arrangement as City staff do not have the established working relationships with community members like that of the contractor .

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

A. Explain why civil service classes are not applicable.

Amplify Impact LLC is listed in the grant, previously as OneBayview and Social Niche Guru, to provide these 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 grant identifies Amplify Impact, LLC, previously listed as OneBayview and Social Niche Guru, to provide 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. Only the contractor will be performing the work listed in concise description of proposed work.

C. Are there legal mandates requiring the use of contractual services?  
Yes. This CBO was listed in the grant to provide these services.

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 08/16/2022, 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: 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# 48063 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 10/17/2022

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

## Nuque, Amy

---

**From:** dhr-psccordinator@sfgov.org on behalf of amy.nuque@sfmta.com  
**Sent:** Tuesday, August 16, 2022 10:02 AM  
**To:** Nuque, Amy; junko.laxamana@sfgov.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; amakayan@ifpte21.org; L21PSCReview@ifpte21.org; Nuque, Amy; dhr-psccordinator@sfgov.org  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 48063 - 22/23

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

RECEIPT for Union Notification for PSC 48063 - 22/23 more than \$100k

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a request for a Personal Services Contract (PSC) 48063 - 22/23 for \$174,000 for Initial Request services for the period 11/01/2022 – 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/19037> 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)**

such termination or reduction of the grant amount, Section G.6, Termination and Suspension of Payments, of this Grant Agreement shall apply.

5. This Grant Agreement, upon written authorization of a CARB authorized representative, may be extended or amended, with or without cause, and solely within the discretion of CARB. Any such amendment or extension shall not take effect until memorialized in writing and fully executed by authorized representatives of both Parties.

## F. DUTIES AND REQUIREMENTS

This section defines the respective duties and requirements of CARB and the Grantee in implementing the Grant.

### 1. CARB's Role

CARB is responsible for the following:

- a. Participating in regular meetings with the Grantee to discuss program refinements and guide program implementation
- b. Reviewing and approving all Grant Disbursement Request Forms (MSCD/ISB-90) and distributing grant funds to the Grantee
- c. Reviewing and approving community engagement, outreach, and education materials provided by the Grantee, such as outreach and education materials, webpages, initial participant surveys, quarterly reports, and the final report
- d. Reviewing and approving the data collection plan
- e. Providing program oversight and accountability (in conjunction with the Grantee)

### 2. The Grantee's Tasks

The Grantee's key project personnel will administer the various tasks of the project including participation in meetings with CARB staff; development and implementation of project plans; record-keeping procedures; reporting procedures; financial tracking and disbursements; and responding to CARB and public requests in a timely manner. The Grantee's responsibilities include all project development, press events, project administration, and project reporting. Exhibit B (Work Statement) contains the budget summary, task summary and detailed task list, task and disbursement schedule, and list of key project personnel.

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: Hexagon Enterprise Asset Mgmt System Software As A Svc Agreement for Asset and Work Order Mngt

Funding Source: Operating Funds

PSC Duration: 3 years 4 weeks

PSC Amount: \$5,000,000

**1. Description of Work**

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

This request is for a Software As A Service Agreement for the SFMTA Enterprise Hexagon Enterprise Asset Management software that is currently in use.

The Hexagon (previously INFOR) Enterprise Asset Management software for asset and work order management has been used by SFMTA for about 7 years. We continue to implement new business units and have projects on our roadmap until about 2027.

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

If we do not renew these licenses, we will lose all the current data and the ability for SFMTA operations to record and track their asset and work order management data.

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, we have used the Technology Marketplace to procure the software. Our desire is to establish a newly revised contract that better reflects our current and future needs while attempting to make some budget savings.

D. Will the contract(s) be renewed?

Unless the Agency determines that we need to use different software, we will need to renew the licenses for Hexagon EAM Asset and Work Order Management.

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

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

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

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

B. Explain the qualifying circumstances:  
The software is proprietary to HxGN/Integrgraph Inc.

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

A. Specify required skills and/or expertise: N/A – The software is proprietary to HxGN/Integrgraph Inc.

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

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

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

The software is proprietary to Hexagon/Integrgraph Inc.

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

A. Explain why civil service classes are not applicable.  
No. The software is proprietary to Hexagon/Integrgraph Inc.

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 contact? If so, please explain what that will entail; if not, explain why not.  
No. This is a proprietary asset management system.

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

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

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

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



7. **Union Notification:** On 07/21/2022, the Department notified the following employee organizations of this PSC/RFP request:  
all unions were notified

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

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

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

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 49703 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 10/17/2022

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

## Nuque, Amy

---

**From:** dhr-psccordinator@sfgov.org on behalf of amy.nuque@sfmta.com  
**Sent:** Thursday, July 21, 2022 8:58 PM  
**To:** Nuque, Amy; kennethlomba@gmail.com; snaranjo@cirseiu.org; mdennis@twusf.org; roger marengo; Pete Wilson - Union 250A VP; cmoyer@nccrc.org; noah.frigault@sfgov.org; sfdpoa@icloud.com; Mjayne@iam1414.org; Emanuel, Rachel (DEM); laborers261@gmail.com; junko.laxamana@sfgov.org; jennifer.esteen@seiu1021.org; emathurin@cirseiu.org; abush@cirseiu.org; sbabaria@cirseiu.org; anthony@dc16.us; mlobre@sfpoa.org; @sfpoa.org; tracym@sfpoa.org; mleach@ibt856.org; rooferslocal40@gmail.com; sal@local16.org; Criss@sfmea.com; Julie.Meyers@sfgov.org; seichenberger@local39.org; jason.klumb@seiu1021.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, Katherine (PUC); Sandeep.lal@seiu1021.me; pcamarillo\_seiu@sbcglobal.net; MRainsford@local39.org; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; pkim@ifpte21.org; agonzalez@iam1414.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; gail@sffdlocal798.org; cityworker@sfcwu.org; davidmkersten@gmail.com; djohnson@opcmialocal300.org; ramonliuna261@gmail.com; ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org; xiumin.li@seiu1021.org; Sin.Yee.Poon@sfgov.org; smcgarry@nccrc.org; rmitchell@twusf.org; grojo@local39.org; jduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org; L21PSCReview@ifpte21.org; sfsmsa@gmail.com; bart@dc16.us; david.canham@seiu1021.org; jtanner940@aol.com; Osha Ashworth; L21PSCReview@ifpte21.org; laborers261@gmail.com; local200twu; speedy4864@aol.com; Christina@sfmea.com; ecdemvoter@aol.com; thomas.vitale@seiu1021.org; Nuque, Amy; dhr-psccordinator@sfgov.org  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 49703 - 22/23

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

RECEIPT for Union Notification for PSC 49703 - 22/23 more than \$100k

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a request for a Personal Services Contract (PSC) 49703 - 22/23 for \$5,000,000 for Initial Request services for the period 08/01/2023 – 08/28/2026. 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/18973> 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: Environmental Impact Review and Supporting Technical Reports Services for SFMTA Building Prog.

Funding Source: Operating Funds

PSC Duration: 5 years 50 weeks

PSC Amount: \$9,000,000

**1. Description of Work**

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

The consultant will provide comprehensive environmental review (EIR) and analysis for the San Francisco Municipal Transportation Agency (SFMTA) in accordance with the California Environmental quality Act (CEQA) and as-needed documentation pursuant to the National Environmental Policy Act (NEPA) as required and as it relates to SFMTA 's Building Progress Program's Facilities Framework (Framework). The Framework is a guiding document for capital improvements to SFMTA operations, maintenance, and support facilities to modernize the oldest and largest bus, rail, other aging facilities, and accommodate transit fleet growth and support functions through 2040.

Other services to be performed may also include public outreach and engagement, economic and transportation facility analyses, structural and geotechnical engineering, and financial analyses of joint development options, including as needed, re-entitlement of the property through all the required approvals for the proposed five projects: Presidio Modernization Project, Kirkland Battery Electric Bus and Other Improvement Project, Islais Creek Battery Electric Bus Pilot Program, Cable Car Barn Master Plan, Joint Development for the 4th-5th/Mission Garage and Moscone Garage, and/or other facility projects as needed.

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

An Environmental Impact Review (EIR) is required by CEQA and NEPA before the SFMTA can begin implementation of the Framework. Denial of the request would indefinitely delay implementation of the Framework, which may result in failure to complete required capital projects in time to accommodate new fleet deliveries. This would have severe impacts on transportation service throughout the system.

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

Environmental and analytical review of complex projects of this breadth is typically performed by outside consultants with expertise in CEQA, NEPA, and transportation impact analysis. A similar service was provided via PSC 44360-16/17.

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

No, this is a one-time project.

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

This PSC for 6 years with two renewal options of one year, due to the comprehensive nature of the environmental analysis work in accordance with the California Environmental quality Act (CEQA) and National Environmental Policy Act (NEPA) requirements and the need for consistency and continuity throughout the projects towards their completion.

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

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

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

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

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

B. Explain the qualifying circumstances:

This is a one-time large-scale project to meet CEQA and NEPA requirements in order to have clearance to start on five large scale capital improvements to SFMTA's aging facilities, modernize the oldest and largest bus, rail, and accommodate transit fleet growth and support functions through 2040.

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

A. Specify required skills and/or expertise: The consultant must possess expertise in environmental analysis in accordance with CEQA and NEPA, including knowledge of the latest amendments regarding greenhouse gas emissions; expertise in transportation impact analysis such as impacts of transit facility expansion; expertise in environmental analysis of complex transit system components; expertise in analysis of multiple land uses on a single development site; and experience in publication of environmental studies and reports. Previous experience with environmental and transportation impact studies specific to San Francisco is desirable.

B. Which, if any, civil service class(es) normally perform(s) this work? 5203, Asst Engr; 5288, Transportation Planner II; 5289, Transportation Planner III; 5290, Transportation Planner IV; 5299, Planner 4-Environmental Review;

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 City staff cannot perform this large-scale environmental analysis work in a timely fashion with existing workloads and may not have the required expertise (knowledge and specialization) in certain areas, particularly with respect to NEPA. In addition, the Planning Department lacks infrastructure to produce voluminous documents such as EIRs, EISs, and studies.

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, there is no plan to transition this work to the City because both SFMTA and SF Planning Dept. lack the infrastructure to produce environmental documents and studies as required by CEQA and NEPA, a shadow impact analysis, environmental impact report (EIRs), and environmental impact statement (EIS) on large projects. These five projects are complex, intensive, and finite requiring expert services beyond those who do not specialize in environmental review.

**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. No training. The SF Planning Department is responsible for environmental review. The SFMTA, as Facilities Framework sponsor must comply with environmental review requirements to the satisfaction of the Planning Department, the Planning Commission, and if necessary, the San Francisco Board of Supervisors. The SFMTA employee individuals in the 5288, 5289, 5290, 5299 classifications pursue environmental clearance for small and mid-range projects. The Planning Department maintains a list of pre-qualified environmental consultants to serve large projects such as the Facilities Framework, for which projects neither SFMTA nor Planning Department has sufficient capacity in their civil service classifications.

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 08/19/2022, 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: 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# 49788 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 10/17/2022

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



## Nuque, Amy

---

**From:** dhr-psccordinator@sfgov.org on behalf of amy.nuque@sfmta.com  
**Sent:** Friday, August 19, 2022 10:01 PM  
**To:** Nuque, Amy; junko.laxamana@sfgov.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; amakayan@ifpte21.org; L21PSCReview@ifpte21.org; Nuque, Amy; dhr-psccordinator@sfgov.org  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 49788 - 22/23

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

RECEIPT for Union Notification for PSC 49788 - 22/23 more than \$100k

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a request for a Personal Services Contract (PSC) 49788 - 22/23 for \$9,000,000 for Initial Request services for the period 01/15/2023 – 01/01/2029. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/19043> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

# **Additional Attachment(s)**

SAN FRANCISCO  
MUNICIPAL TRANSPORTATION AGENCY  
BOARD OF DIRECTORS

RESOLUTION No. 180116-004

WHEREAS, In 2013, the SFMTA completed a comprehensive analysis of its real estate holdings and future real estate needs through the year 2030; and

WHEREAS, The SFMTA's Real Estate and Facilities Vision for the 21<sup>st</sup> Century, or "Vision Report," and subsequent addendum, confirmed that there are major capital needs at the SFMTA's facilities and that multiple facilities would have to be entirely rebuilt to preserve the safety, efficiency, and proper function of the City's transit system; and,

WHEREAS, In 2017, the SFMTA issued the Facility Assessment and Workspace Planning report (the "Facilities Framework"), and subsequent addendum, which updates and expands upon the recommendations of the Vision Report, accounting for the substantial expansion of the vehicle fleet under the SFMTA's revised fleet plan; and,

WHEREAS, The SFMTA has adopted a marketing concept for the Facilities Framework: the Building Progress program; and,

WHEREAS, SFMTA Contract No. 2018-03, Building Progress Environmental Review and Public Outreach and Engagement, provides for ongoing outreach and engagement and environmental review services for the Building Progress program; and,

WHEREAS, The scope of work for the contract specifically includes environmental review services for the Potrero Yard Reconstruction Project, pursuant to the California Environmental Quality Act (CEQA), to the satisfaction of the San Francisco Planning Department; and

WHEREAS, On August 23, 2017, the SFMTA issued a Request for Proposals for Environmental Review and Public Outreach and Engagement services; and,

WHEREAS, The SFMTA determined that the proposal received from SWCA Environmental Consultants was the highest-scoring proposal according to the selection criteria within the RFP for Environmental Review and Public Outreach and Engagement; and,

WHEREAS, The Contract Compliance Office reviewed the proposals in response to the RFP and confirmed that SWCA Environmental Consultants will meet the Local Business Enterprise participation goal of 25% of the work; and,


WHEREAS, Work under Contract No. 2018-03 will be funded by local sources; and,

WHEREAS, On December 19, 2017, the SFMTA, under authority delegated by the Planning Department, determined that the SFMTA Contract No. 2018-03, Building Progress Environmental Review & Public Outreach and Engagement is not defined as a “project” under the California Environmental Quality Act (CEQA) pursuant Title 14 of the California Code of Regulations Sections 15060(c) and 15378(b); and,

WHEREAS, A copy of the CEQA determination is on file with the Secretary to the SFMTA Board of Directors, and is incorporated herein by reference; now, therefore be it

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors authorizes the Director of Transportation to execute SFMTA Contract No. 2018-03, Building Progress Environmental Review and Public Outreach, with SWCA Environmental Consultants for environmental review and public outreach and engagement services for the SFMTA’s Building Progress program, in an amount not to exceed \$1,750,000 and for a term of three years, with two one-year extension options.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of January 16, 2018.

  
\_\_\_\_\_  
Secretary to the Board of Directors  
San Francisco Municipal Transportation Agency

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

Department: MUNICIPAL TRANSPORTATION AGENCYDept. Code: MTAType of Request:  Initial  Modification of an existing PSC (PSC # 44360 - 16/17)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: Environmental Impact Review and Supporting Technical ReportsFunding Source: Operating funds (local)PSC Original Approved Amount: \$3,000,000 PSC Original Approved Duration: 05/02/17 - 05/01/21 (4 years)PSC Mod#1 Amount: no amount added PSC Mod#1 Duration: 01/17/18-01/16/21 (0 sec)PSC Cumulative Amount Proposed: \$3,000,000 PSC Cumulative Duration Proposed: 3 years 37 weeks**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

Contractor to conduct comprehensive environmental review (EIR) and transportation impact study of the SFMTA's Facilities Framework (Framework), the guiding document for capital improvements to SFMTA operations, maintenance, and support facilities for meeting transit fleet growth and support functions through 2040. Contractor to prepare and publish findings as required by the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA).

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

Under CEQA and NEPA, an EIR is required before the SFMTA can begin Framework implementation. Denial of the request would indefinitely delay the Framework's implementation, resulting in failure of the SFMTA to complete required capital improvements in time to meet new fleet deliveries. This would have severe, adverse impacts on services throughout the transportation system.

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

Services have been provided in the past through earlier PSC request. See 44360 - 16/17

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

No, this is a one-time project.

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

Not applicable

**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).

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

Explain the qualifying circumstances:

State and federal law mandates environmental review to uncover and disclose potential adverse effects to the environment as a result of development. As stated, the services required are complex, intensive, and finite.

B. Reason for the request for modification:

The reason for the modification is to enable extension options, which may be necessary in the event that the environmental review takes longer than anticipated, or in the event that additional community outreach is needed beyond the initial term. The options would be exercisable only by the SFMTA, not the Consultant.

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

- A. Specify required skills and/or expertise: Contractor must possess environmental analysis expertise, including in greenhouse gas emissions and complex transit system components; transportation impact analysis expertise, including on transit facility expansion; expertise in analysis of multiple-land uses on a single development site; and environmental studies and report publications experience. Prior experience with San Francisco-specific environmental and transportation impact studies is desirable.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5203, Asst Engr; 5288, Transportation Planner II; 5289, Transportation Planner III; 5290, Transportation Planner IV; 5298, Planner 3-Environmental Review; 5299, Planner 4-Environmental Review;
- 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 City staff cannot perform this work in a timely fashion with existing workloads, and may not have the required expertise (knowledge and specialization) in certain topic areas, particularly with respect to NEPA. Additionally, the Planning Department lacks infrastructure to produce voluminous documents such as environmental impact reviews and studies.
- 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 not anticipated to be ongoing, and it is best delivered when provided by various specialized staff working in close coordination and on an as-needed basis. If individuals were hired fulltime to perform this work, they would not be productive the majority of the time due to the specific skillsets required and the sporadic nature of 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.  
None
- 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 12/26/17, the Department notified the following employee organizations of this PSC/RFP request:  
Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21;

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

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

Address: 1 S. Van Ness Avenue 6th Floor (6132), San Francisco, CA 94103

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 44360 - 16/17

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 01/10/2018

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: MUNICIPAL TRANSPORTATION AGENCY -- MTA

Dept. Code: MTA

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

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

Type of Service: Environmental Impact Review and Supporting Technical Reports

Funding Source: Operating funds (local)

PSC Amount: \$3,000,000

PSC Est. Start Date: 05/02/2017

PSC Est. End Date  
05/01/2021

**1. Description of Work**

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

Contractor to conduct comprehensive environmental review (EIR) and transportation impact study of the SFMTA's Facilities Framework (Framework), the guiding document for capital improvements to SFMTA operations, maintenance, and support facilities for meeting transit fleet growth and support functions through 2040. Contractor to prepare and publish findings as required by the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA).

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

Under CEQA and NEPA, an EIR is required before the SFMTA can begin Framework implementation. Denial of the request would indefinitely delay the Framework's implementation, resulting in failure of the SFMTA to complete required capital improvements in time to meet new fleet deliveries. This would have severe, adverse impacts on services throughout the transportation system.

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

Typically, environmental reviews of complex projects have been provided by outside consultants with expertise in CEQA and NEPA environmental and transportation impact analyses.

D. Will the contract(s) be renewed?

No, this is a one-time project.

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

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:

State and federal law mandates environmental review to uncover and disclose potential adverse effects to the environment as a result of development. As stated, the services required are complex, intensive, and finite.

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

- A. Specify required skills and/or expertise: Contractor must possess environmental analysis expertise, including in greenhouse gas emissions and complex transit system components; transportation impact analysis expertise, including on transit facility expansion; expertise in analysis of multiple-land uses on a single development site; and environmental studies and report publications experience. Prior experience with San Francisco-specific environmental and transportation impact studies is desirable.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5203, Asst Engr; 5288, Transportation Planner II; 5289, Transportation Planner III; 5290, Transportation Planner IV; 5298, Planner 3-Environmental Review; 5299, Planner 4-Environmental Review;
- 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 City staff cannot perform this work in a timely fashion with existing workloads, and may not have the required expertise (knowledge and specialization) in certain topic areas, particularly with respect to NEPA. Additionally, the Planning Department lacks infrastructure to produce voluminous documents such as environmental impact reviews and studies.
- 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 not anticipated to be ongoing, and it is best delivered when provided by various specialized staff working in close coordination and on an as-needed basis. If individuals were hired fulltime to perform this work, they would not be productive the majority of the time due to the specific skillsets required and the sporadic nature of 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. The SF Planning Department is responsible for environmental review. The SFMTA, as Facilities Framework sponsor must comply with environmental review requirements to the satisfaction of the Planning Department, the Planning Commission, and, if necessary, the San Francisco Board of Supervisors. The SFMTA employees individuals in the 5288-Transportation Planner II, 5289-III, and 5290-IV classifications to pursue environmental clearance for small and mid-range projects. The Planning Department maintains a list of pre-qualified environmental consultants to serve large projects such as the Facilities Framework, for which projects neither the SFMTA nor Planning Department has sufficient capacity in their civil service classifications.

- 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 03/03/2017, 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: Rod Goree Phone: 415-646-2553 Email: rod.goree@sfmta.com

Address: 1 S. Van Ness Avenue 6th Floor (6132) San Francisco, CA 94103

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 44360 - 16/17

DHR Analysis/Recommendation:

action date: 05/01/2017

Commission Approval Required

Approved by Civil Service Commission

05/01/2017 DHR Approved for 05/01/2017

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: 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: Environmental Impact Review and Supporting Technical Reports Services for SFMTA Building Prog.

Funding Source: Operating Funds

PSC Duration: 5 years 50 weeks

PSC Amount: \$9,000,000

**1. Description of Work**

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

The consultant will provide comprehensive environmental review (EIR) and analysis for the San Francisco Municipal Transportation Agency (SFMTA) in accordance with the California Environmental quality Act (CEQA) and as-needed documentation pursuant to the National Environmental Policy Act (NEPA) as required and as it relates to SFMTA 's Building Progress Program's Facilities Framework (Framework). The Framework is a guiding document for capital improvements to SFMTA operations, maintenance, and support facilities to modernize the oldest and largest bus, rail, other aging facilities, and accommodate transit fleet growth and support functions through 2040.

Other services to be performed may also include public outreach and engagement, economic and transportation facility analyses, structural and geotechnical engineering, and financial analyses of joint development options, including as needed, re-entitlement of the property through all the required approvals for the proposed five projects: Presidio Modernization Project, Kirkland Battery Electric Bus and Other Improvement Project, Islais Creek Battery Electric Bus Pilot Program, Cable Car Barn Master Plan, Joint Development for the 4th-5th/Mission Garage and Moscone Garage, and/or other facility projects as needed.

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

An Environmental Impact Review (EIR) is required by CEQA and NEPA before the SFMTA can begin implementation of the Framework. Denial of the request would indefinitely delay implementation of the Framework, which may result in failure to complete required capital projects in time to accommodate new fleet deliveries. This would have severe impacts on transportation service throughout the system.

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

Environmental and analytical review of complex projects of this breadth is typically performed by outside consultants with expertise in CEQA, NEPA, and transportation impact analysis. A similar service was provided via PSC 44360-16/17.

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

No, this is a one-time project.

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

This PSC for 6 years with two renewal options of one year, due to the comprehensive nature of the environmental analysis work in accordance with the California Environmental quality Act (CEQA) and National Environmental Policy Act (NEPA) requirements and the need for consistency and continuity throughout the projects towards their completion.

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

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

- Short-term or capital projects requiring diverse skills, expertise and/or knowledge.
- Regulatory or legal requirements, or requirements or mandates of funding source(s) which limit or preclude the use of Civil Service Employees. Include a copy of the applicable requirement or mandate.
- Cases where future funding is so uncertain that the establishment of new civil service positions, classes or programs is not feasible (including situations where there is grant funding).

B. Explain the qualifying circumstances:

This is a one-time large-scale project to meet CEQA and NEPA requirements in order to have clearance to start on five large scale capital improvements to SFMTA's aging facilities, modernize the oldest and largest bus, rail, and accommodate transit fleet growth and support functions through 2040.

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

- A. Specify required skills and/or expertise. The consultant must possess expertise in environmental analysis in accordance with CEQA and NEPA, including knowledge of the latest amendments regarding greenhouse gas emissions; expertise in transportation impact analysis such as impacts of transit facility expansion; expertise in environmental analysis of complex transit system components; expertise in analysis of multiple land uses on a single development site; and experience in publication of environmental studies and reports. Previous experience with environmental and transportation impact studies specific to San Francisco is desirable.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5203, Asst Engr; 5288, Transportation Planner II; 5289, Transportation Planner III; 5290, Transportation Planner IV; 5299, Planner 4-Environmental Review;
- 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 City staff cannot perform this large-scale environmental analysis work in a timely fashion with existing workloads and may not have the required expertise (knowledge and specialization) in certain areas, particularly with respect to NEPA. In addition, the Planning Department lacks infrastructure to produce voluminous documents such as EIRs, EISs, and studies.

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, there is no plan to transition this work to the City because both SFMTA and SF Planning Dept. lack the infrastructure to produce environmental documents and studies as required by CEQA and NEPA, a shadow impact analysis, environmental impact report (EIRs), and environmental impact statement (EIS) on large projects. These five projects are complex, intensive, and finite requiring expert services beyond those who do not specialize in environmental review.

**6. Additional Information**

A. Will the contractor directly supervise City and County employees? 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. No training. The SF Planning Department is responsible for environmental review. The SFMTA, as Facilities Framework sponsor must comply with environmental review requirements to the satisfaction of the Planning Department, the Planning Commission, and if necessary, the San Francisco Board of Supervisors. The SFMTA employee individuals in the 5288, 5289, 5290, 5299 classifications pursue environmental clearance for small and mid-range projects. The Planning Department maintains a list of pre-qualified environmental consultants to serve large projects such as the Facilities Framework, for which projects neither SFMTA nor Planning Department has sufficient capacity in their civil service classifications.

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 08/19/2022, 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: 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# 49788 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 10/17/2022

Duplicate, please disregard

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

**Duplicate, please disregard**

## Nuque, Amy

---

**From:** dhr-psccordinator@sfgov.org on behalf of amy.nuque@sfmta.com  
**Sent:** Friday, August 19, 2022 10:01 PM  
**To:** Nuque, Amy; junko.laxamana@sfgov.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; amakayan@ifpte21.org; L21PSCReview@ifpte21.org; Nuque, Amy; dhr-psccordinator@sfgov.org  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 49788 - 22/23

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

RECEIPT for Union Notification for PSC 49788 - 22/23 more than \$100k

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a request for a Personal Services Contract (PSC) 49788 - 22/23 for \$9,000,000 for Initial Request services for the period 01/15/2023 - 01/01/2029. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/19043> 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

Duplicate, please disregard



## **Additional Attachment(s)**

**Duplicate, please disregard**

SAN FRANCISCO  
MUNICIPAL TRANSPORTATION AGENCY  
BOARD OF DIRECTORS

RESOLUTION No. 180116-004

WHEREAS, In 2013, the SFMTA completed a comprehensive analysis of its real estate holdings and future real estate needs through the year 2030; and

WHEREAS, The SFMTA's Real Estate and Facilities Vision for the 21<sup>st</sup> Century, or "Vision Report," and subsequent addendum, confirmed that there are major capital needs at the SFMTA's facilities and that multiple facilities would have to be entirely rebuilt to preserve the safety, efficiency, and proper function of the City's transit system; and,

WHEREAS, In 2017, the SFMTA issued the Facility Assessment and Workspace Planning report (the "Facilities Framework"), and subsequent addendum, which updates and expands upon the recommendations of the Vision Report, accounting for the substantial expansion of the vehicle fleet under the SFMTA's revised fleet plan; and,

WHEREAS, The SFMTA has adopted a marketing concept for the Facilities Framework: the Building Progress program; and,

WHEREAS, SFMTA Contract No. 2018-03, Building Progress Environmental Review and Public Outreach and Engagement, provides for ongoing outreach and engagement and environmental review services for the Building Progress program; and,

WHEREAS, The scope of work for the contract specifically includes environmental review services for the Potrero Yard Reconstruction Project, pursuant to the California Environmental Quality Act (CEQA), to the satisfaction of the San Francisco Planning Department; and

WHEREAS, On August 23, 2017, the SFMTA issued a Request for Proposals for Environmental Review and Public Outreach and Engagement services; and,

WHEREAS, The SFMTA determined that the proposal received from SWCA Environmental Consultants was the highest-scoring proposal according to the selection criteria within the RFP for Environmental Review and Public Outreach and Engagement; and,

WHEREAS, The Contract Compliance Office reviewed the proposals in response to the RFP and confirmed that SWCA Environmental Consultants will meet the Local Business Enterprise participation goal of 25% of the work; and,

WHEREAS, Work under Contract No. 2018-03 will be funded by local sources; and,

WHEREAS, On December 19, 2017, the SFMTA, under authority delegated by the Planning Department, determined that the SFMTA Contract No. 2018-03, Building Progress Environmental Review & Public Outreach and Engagement is not defined as a “project” under the California Environmental Quality Act (CEQA) pursuant Title 14 of the California Code of Regulations Sections 15060(c) and 15378(b); and,

WHEREAS, A copy of the CEQA determination is on file with the Secretary to the SFMTA Board of Directors, and is incorporated herein by reference; now, therefore be it

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors authorizes the Director of Transportation to execute SFMTA Contract No. 2018-03, Building Progress Environmental Review and Public Outreach, with SWCA Environmental Consultants for environmental review and public outreach and engagement services for the SFMTA’s Building Progress program, in an amount not to exceed \$1,750,000 and for a term of three years, with two one-year extension options.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of January 16, 2018.

  
\_\_\_\_\_  
Secretary to the Board of Directors  
San Francisco Municipal Transportation Agency

Duplicate, please disregard

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

Department: MUNICIPAL TRANSPORTATION AGENCYDept. Code: MTAType of Request:  Initial  Modification of an existing PSC (PSC # 44360 - 16/17)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: Environmental Impact Review and Supporting Technical ReportsFunding Source: Operating funds (local)PSC Original Approved Amount: \$3,000,000 PSC Original Approved Duration: 05/02/17 - 05/01/21 (4 years)PSC Mod#1 Amount: no amount added PSC Mod#1 Duration: 01/17/18-01/16/21 (0 sec)PSC Cumulative Amount Proposed: \$3,000,000 PSC Cumulative Duration Proposed: 3 years 37 weeks**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

Contractor to conduct comprehensive environmental review (EIR) and transportation impact study of the SFMTA's Facilities Framework (Framework), the guiding document for capital improvements to SFMTA operations, maintenance, and support facilities for meeting transit fleet growth and support functions through 2040. Contractor to prepare and publish findings as required by the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA).

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

Under CEQA and NEPA, an EIR is required before the SFMTA can begin Framework implementation. Denial of the request would indefinitely delay the Framework's implementation, resulting in failure of the SFMTA to complete required capital improvements in time to meet new fleet deliveries. This would have severe, adverse impacts on services throughout the transportation system.

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

Services have been provided in the past through earlier PSC request. See 44360 - 16/17

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

No, this is a one-time project.

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

Not applicable

**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).

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

Explain the qualifying circumstances:

State and federal law mandates environmental review to uncover and disclose potential adverse effects to the environment as a result of development. As stated, the services required are complex, intensive, and finite.

B. Reason for the request for modification:

The reason for the modification is to enable extension options, which may be necessary in the event that the environmental review takes longer than anticipated, or in the event that additional community outreach is needed beyond the initial term. The options would be exercisable only by the SFMTA, not the Consultant.

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

- A. Specify required skills and/or expertise: Contractor must possess environmental analysis expertise, including in greenhouse gas emissions and complex transit system components; transportation impact analysis expertise, including on transit facility expansion; expertise in analysis of multiple-land uses on a single development site; and environmental studies and report publications experience. Prior experience with San Francisco-specific environmental and transportation impact studies is desirable.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5203, Asst Engr; 5288, Transportation Planner II; 5289, Transportation Planner III; 5290, Transportation Planner IV; 5298, Planner 3-Environmental Review; 5299, Planner 4-Environmental Review;
- 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 City staff cannot perform this work in a timely fashion with existing workloads, and may not have the required expertise (knowledge and specialization) in certain topic areas, particularly with respect to NEPA. Additionally, the Planning Department lacks infrastructure to produce voluminous documents such as environmental impact reviews and studies.
- 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 not anticipated to be ongoing, and it is best delivered when provided by various specialized staff working in close coordination and on an as-needed basis. If individuals were hired fulltime to perform this work, they would not be productive the majority of the time due to the specific skillsets required and the sporadic nature of 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.  
None
- 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 12/26/17, the Department notified the following employee organizations of this PSC/RFP request:  
Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21;

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

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

Address: 1 S. Van Ness Avenue 6th Floor (6132), San Francisco, CA 94103

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 44360 - 16/17

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 01/10/2018

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: MUNICIPAL TRANSPORTATION AGENCY -- MTA

Dept. Code: MTA

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

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

Type of Service: Environmental Impact Review and Supporting Technical Reports

Funding Source: Operating funds (local)

PSC Amount: \$3,000,000

PSC Est. Start Date: 05/02/2017

PSC Est. End Date  
05/01/2021

**1. Description of Work**

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

Contractor to conduct comprehensive environmental review (EIR) and transportation impact study of the SFMTA's Facilities Framework (Framework), the guiding document for capital improvements to SFMTA operations, maintenance, and support facilities for meeting transit fleet growth and support functions through 2040. Contractor to prepare and publish findings as required by the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA).

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

Under CEQA and NEPA, an EIR is required before the SFMTA can begin Framework implementation. Denial of the request would indefinitely delay the Framework's implementation, resulting in failure of the SFMTA to complete required capital improvements in time to meet new fleet deliveries. This would have severe, adverse impacts on services throughout the transportation system.

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

Typically, environmental reviews of complex projects have been provided by outside consultants with expertise in CEQA and NEPA environmental and transportation impact analyses.

D. Will the contract(s) be renewed?

No, this is a one-time project.

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

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:

State and federal law mandates environmental review to uncover and disclose potential adverse effects to the environment as a result of development. As stated, the services required are complex, intensive, and finite.

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

- A. Specify required skills and/or expertise: Contractor must possess environmental analysis expertise, including in greenhouse gas emissions and complex transit system components; transportation impact analysis expertise, including on transit facility expansion; expertise in analysis of multiple-land uses on a single development site; and environmental studies and report publications experience. Prior experience with San Francisco-specific environmental and transportation impact studies is desirable.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5203, Asst Engr; 5288, Transportation Planner II; 5289, Transportation Planner III; 5290, Transportation Planner IV; 5298, Planner 3-Environmental Review; 5299, Planner 4-Environmental Review;
- 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 City staff cannot perform this work in a timely fashion with existing workloads, and may not have the required expertise (knowledge and specialization) in certain topic areas, particularly with respect to NEPA. Additionally, the Planning Department lacks infrastructure to produce voluminous documents such as environmental impact reviews and studies.
- 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 not anticipated to be ongoing, and it is best delivered when provided by various specialized staff working in close coordination and on an as-needed basis. If individuals were hired fulltime to perform this work, they would not be productive the majority of the time due to the specific skillsets required and the sporadic nature of 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. The SF Planning Department is responsible for environmental review. The SFMTA, as Facilities Framework sponsor must comply with environmental review requirements to the satisfaction of the Planning Department, the Planning Commission, and, if necessary, the San Francisco Board of Supervisors. The SFMTA employees individuals in the 5288-Transportation Planner II, 5289-III, and 5290-IV classifications to pursue environmental clearance for small and mid-range projects. The Planning Department maintains a list of pre-qualified environmental consultants to serve large projects such as the Facilities Framework, for which projects neither the SFMTA nor Planning Department has sufficient capacity in their civil service classifications.

- 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 03/03/2017, 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: Rod Goree Phone: 415-646-2553 Email: rod.goree@sfmta.com

Address: 1 S. Van Ness Avenue 6th Floor (6132) San Francisco, CA 94103

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 44360 - 16/17

DHR Analysis/Recommendation:

action date: 05/01/2017

Commission Approval Required

Approved by Civil Service Commission

05/01/2017 DHR Approved for 05/01/2017

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: 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: Comprehensive Technical Services: Renewable & Advanced Energy Generation Systems

Funding Source: Project Funded

PSC Duration: 4 years 1 day

PSC Amount: \$.8,000,000

**1. Description of Work**

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

Provide technical evaluation, project development, financial analysis, design, permitting, and construction

management of renewable energy and energy storage technologies.

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

In order to accomplish its core business objectives and commitments to renewable energy, the Power Enterprise is focusing on the development and implementation of a growing number of renewable energy projects. Failure to provide these services will negatively impact the SFPUC's schedule for reducing fossil-fuel use which has been established in order for the Agency to meet its goals and timelines for decreasing the use of greenhouse gases.

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 above services are currently provided via an as-needed professional services contract(PRO.0046), which will expire in September of 2023. Many of these services are related to solar PV projects, however, some services will be new, as they will be connected to technological advances in the energy and renewable technology fields, such as in the areas of energy storage or other renewable energy sources.

D. Will the contract(s) be renewed?

No

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

N/A

**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 City has limited staff with the specialized skillsets required to carry out the activities needed to meet the City's greenhouse gas reduction goals and deployment of renewable energy. The limited availability of internal staff with the necessary skillsets is not sufficient to meet our intermittent and short-term project and scheduling demands. We need to bring in consultants, as needed, to provide services such as technical evaluation, project development, financial analysis, design, permitting, and construction management of renewable energy and energy storage technologies.

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

- A. Specify required skills and/or expertise: Detailed technical knowledge in the areas of renewable and advanced energy generation and storage technologies; planning and design of renewable energy facilities; comprehensive expertise in environmental permitting/approval requirements; financial analysis and evaluation of possible financial incentives (e.g., tax advantages, subsidies, etc.); and equipment installation and calibration.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5218, Structural Engineer; 5219, Senior Structural Engineer; 5278, Planner 2; 5298, Planner 3-Environmental Review; 5299, Planner 4-Environmental Review; 5362, Engineering Assistant; 5364, Engineering Associate 1; 5366, Engineering Associate 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?**

The field of renewable energy is very specialized, but we have contacted other City departments to determine if there is existing City staff who could perform some of these tasks. The City has limited staff with the specific skillsets required, however none are available to meet our intermittent and short-term project and scheduling demands.

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

- A. Explain why civil service classes are not applicable.
- The engineering classes 5218 & 5219, 5362, 5364 & 5366 perform typical engineering functions, but these classes are not specific to specialized solar and other renewable expertise necessary to provide the services required. For example, SFPUC electrical engineers do not have design experience in solar photovoltaic system design, nor do they have project development experience with these systems. Classes 5278, 5298 and 5299 are considered generalists who can work in support of the SF Planning Dept. For this PSC, the SFPUC is seeking specialized expertise on a very limited, as-needed basis, rather than on a consistent fulltime basis. SFPUC-Power continually evaluates its workforce capacity and employment demands and has added additional staff over the past several years. SFPUC-Power will continue its efforts to be inclusive of City staff wherever possible, including continued on-the-job training and development, lunch and learn, and side-by-side work opportunities with industry leading experts and consultants.

- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, it would not be practical to adopt a new civil service class to perform this work as there is no single job classification that can perform all the specialized services, particularly given the rapid technological changes and developments in the renewable energy sector. Also, the limited services identified in this PSC are only required on an intermittent, short-term basis, which, at this point, are not equivalent to a full-time equivalent (FTE) and would not require the creation of one or more new civil service classes.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.  
Yes. The SFPUC is committed to utilizing in-house resources to perform the required services where possible, and have knowledge transfer between the consultants who have these specialized skills/expertise and City staff. The consultant will provide short seminars/workshops and/or training sessions to familiarize City employees with the most current renewable energy generation technologies. Areas covered will include roof assessment/structural analysis; interconnection requirements (for connecting distributed generation projects to the electrical grid); electrical evaluation; commissioning/troubleshooting and failure analysis; and updates on the latest developments in renewable energy technology. The number and length of these sessions are dependent upon the technologies used and the facilities constructed during the length of the contract. SFPUC-Power Enterprise currently funds the construction of the renewable energy projects in cooperation with other City departments (e.g. San Francisco International Airport, MUNI, San Francisco Unified School District, etc.). As part of the identified services, the contractor will assist City engineering staff in developing renewable energy project design and construction specifications, RFP documentation, technology evaluations and other related services, thereby providing “hands on” training of City employees. Likely staff to be trained would include Utility Specialists (5602), Utility Analysts (5601), Engineers (5241), Engineering Associates (5364) and Assistant Engineers (5203).
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

7. **Union Notification:** On 08/15/2022, the Department notified the following employee organizations of this PSC/RFP request:  
Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21

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

Name: Shawndrea Hale Phone: (415) 551-4540 Email: shale@sfgwater.org

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

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 40076 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 10/17/2022

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

**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [shale@sfgov.org](mailto:shale@sfgov.org)  
**To:** [Hale, Shawndrea M.](mailto:Hale,Shawndrea.M.); [junko.laxamana@sfgov.org](mailto:junko.laxamana@sfgov.org); [WendyWong26@yahoo.com](mailto:WendyWong26@yahoo.com); [wendywong26@yahoo.com](mailto:wendywong26@yahoo.com); [tmathews@ifpte21.org](mailto:tmathews@ifpte21.org); [kschumacher@ifpte21.org](mailto:kschumacher@ifpte21.org); [pkim@ifpte21.org](mailto:pkim@ifpte21.org); [amakayan@ifpte21.org](mailto:amakayan@ifpte21.org); [L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org); [Hale, Shawndrea M.](mailto:Hale,Shawndrea.M.); [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 40076 - 22/23  
**Date:** Monday, August 15, 2022 3:50:02 PM

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

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

RECEIPT for Union Notification for PSC 40076 - 22/23 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 40076 - 22/23 for \$8,000,000 for Initial Request services for the period 09/01/2023 – 09/01/2027. 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/19035> 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: Solid Waste Collection Services – Tuolumne County

Funding Source: HHW Operating Budget

PSC Duration: 4 years 51 weeks

PSC Amount: \$450,000

**1. Description of Work**

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

Regular trash pickups for Moccasin Camp. Regular trash pickup is necessary because of public health concerns. Accumulated trash creates a health hazard to the environment, public, and employees.. If denied CCSF could face fines for such hazards.

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

Regular trash pickups for Moccasin Camp. Regular trash pickup is necessary because of public health concerns. Accumulated trash creates a health hazard to the environment, public, and employees.. If denied CCSF could face fines for such hazards.

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 42960 - 18/19. PSC forms have been approved in the past for prior contracts. Due to contract date changes a new PSC form is requested per OCA direction.

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.

Weekly Garbage and solid waste collections at Hetch Hetchy Water located in Area 4 of Tuolumne County. Supplier is the sole vendor for solid waste collection and transportation in the Moccasin Area holding the franchise agreement with Tuolumne County. Regular trash pickups are necessary because of public health concerns. Accumulated trash creates a health hazard to the environment, public, and employees.

**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:

Contractor possess a franchise agreement with Tuolumne County to perform this service for area 4 where Moccasin is located requiring the use of this supplier.

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

A. Specify required skills and/or expertise: Supplier is the sole vendor for solid waste in the Moccasin Area and holds the Tuolumne franchise agreement for Area 4 of Tuolumne in which Moccasin is located.

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: Trash bins of various sizes will be supplied by contractor for residence and staff to deposit trash for pick up by supplier. Service only, no materials, supplies or infrastructure.

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

N/A as Moccasin is located in Tuolumne County. Must possess a franchise agreement with the county to perform this service. Civil service staff cannot perform such service without the franchise agreement.

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

A. Explain why civil service classes are not applicable.

Must possess a franchise agreement with the county to perform this service for area 4 of Tuolumne County. Civil service staff cannot perform 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. Must possess a franchise agreement with the county to perform this service for area 4 of Tuolumne County. Civil service staff cannot perform this service.

**6. Additional Information**

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

No.

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

No. Trash removal only, no training required. Supplier enters site on designated days and picks up the trash receptacles/bins with no assistance from City and County employees.

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

Yes. Contractor possess a franchise agreement with the county to perform this service and is mandated by such agreement with Tuolumne County.

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

No.

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

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

**7. Union Notification:** On 08/15/2022, the Department notified the following employee organizations of this PSC/RFP request:  
all unions were notified

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

Name: Shawndrea Hale Phone: (415) 551-4540 Email: shale@sfgwater.org

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 45144 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 10/17/2022

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

**From:** [dhrr-psccordinator@sfgov.org](mailto:dhrr-psccordinator@sfgov.org) on behalf of [shale@sfwater.org](mailto:shale@sfwater.org)  
**To:** [Hale, Shawndrea M.](mailto:Hale,Shawndrea.M.); [kennethlomba@gmail.com](mailto:kennethlomba@gmail.com); [snaranjo@cirseiu.org](mailto:snaranjo@cirseiu.org); [mdennis@twusf.org](mailto:mdennis@twusf.org); [rmarenco@twusf.org](mailto:rmarenco@twusf.org); [pwilson@twusf.org](mailto:pwilson@twusf.org); [cmoyer@nccrc.org](mailto:cmoyer@nccrc.org); [noah.frigault@sfgov.org](mailto:noah.frigault@sfgov.org); [sfdpoa@icloud.com](mailto:sfdpoa@icloud.com); [Mjayne@iam1414.org](mailto:Mjayne@iam1414.org); [Emanuel, Rachel \(DEM\)](mailto:Emanuel,Rachel.(DEM)); [laborers261@gmail.com](mailto:laborers261@gmail.com); [junko.laxamana@sfgov.org](mailto:junko.laxamana@sfgov.org); [jennifer.esteen@seiu1021.org](mailto:jennifer.esteen@seiu1021.org); [emathurin@cirseiu.org](mailto:emathurin@cirseiu.org); [abush@cirseiu.org](mailto:abush@cirseiu.org); [sbabaria@cirseiu.org](mailto:sbabaria@cirseiu.org); [anthony@dc16.us](mailto:anthony@dc16.us); [mlobre@sfpoa.org](mailto:mlobre@sfpoa.org); [tracym@sfpoa.org](mailto:tracym@sfpoa.org); [mleach@ibt856.org](mailto:mleach@ibt856.org); [rooferslocal40@gmail.com](mailto:rooferslocal40@gmail.com); [sal@local16.org](mailto:sal@local16.org); [Criss@sfmea.com](mailto:Criss@sfmea.com); [Julie.Meyers@sfgov.org](mailto:Julie.Meyers@sfgov.org); [seichenberger@local39.org](mailto:seichenberger@local39.org); [jason.klumb@seiu1021.org](mailto:jason.klumb@seiu1021.org); [Camaguey@sfmea.com](mailto:Camaguey@sfmea.com); [ablood@cirseiu.org](mailto:ablood@cirseiu.org); [kcartermartinez@cirseiu.org](mailto:kcartermartinez@cirseiu.org); [ecassidy@ifpte21.com](mailto:ecassidy@ifpte21.com); [WendyWong26@yahoo.com](mailto:WendyWong26@yahoo.com); [wendywong26@yahoo.com](mailto:wendywong26@yahoo.com); [sarah.wilson@seiu1021.org](mailto:sarah.wilson@seiu1021.org); [kschumacher@ifpte21.org](mailto:kschumacher@ifpte21.org); [kpage@ifpte21.org](mailto:kpage@ifpte21.org); [tjenkins@uapd.com](mailto:tjenkins@uapd.com); [eerbach@ifpte21.org](mailto:eerbach@ifpte21.org); [tmathews@ifpte21.org](mailto:tmathews@ifpte21.org); [amakayan@ifpte21.org](mailto:amakayan@ifpte21.org); [jb@local16.org](mailto:jb@local16.org); [Ricardo.lopez@sfgov.org](mailto:Ricardo.lopez@sfgov.org); [Basconcello, Kathy](mailto:Basconcello,Kathy); [Sandeep.lal@seiu1021.me](mailto:Sandeep.lal@seiu1021.me); [pcamarillo\\_seiu@sbcglobal.net](mailto:pcamarillo_seiu@sbcglobal.net); [MRainsford@local39.org](mailto:MRainsford@local39.org); [Wendy.Frigillana@seiu1021.org](mailto:Wendy.Frigillana@seiu1021.org); [pscreview@seiu1021.org](mailto:pscreview@seiu1021.org); [pkim@ifpte21.org](mailto:pkim@ifpte21.org); [agonzalez@iam1414.org](mailto:agonzalez@iam1414.org); [ted.zarzecki@seiu1021.net](mailto:ted.zarzecki@seiu1021.net); [leah.berlanga@seiu1021.org](mailto:leah.berlanga@seiu1021.org); [gail@sfflocal798.org](mailto:gail@sfflocal798.org); [cityworker@sfcwu.org](mailto:cityworker@sfcwu.org); [davidmkersten@gmail.com](mailto:davidmkersten@gmail.com); [djohnson@opcmialocal300.org](mailto:djohnson@opcmialocal300.org); [ramonliuna261@gmail.com](mailto:ramonliuna261@gmail.com); [ablood@cirseiu.org](mailto:ablood@cirseiu.org); [pkarinen@nccrc.org](mailto:pkarinen@nccrc.org); [tony@dc16.us](mailto:tony@dc16.us); [stevek@bac3-ca.org](mailto:stevek@bac3-ca.org); [xiumin.li@seiu1021.org](mailto:xiumin.li@seiu1021.org); [Sin.Yee.Poon@sfgov.org](mailto:Sin.Yee.Poon@sfgov.org); [smcgarry@nccrc.org](mailto:smcgarry@nccrc.org); [rmitchell@twusf.org](mailto:rmitchell@twusf.org); [grojo@local39.org](mailto:grojo@local39.org); [jduritz@uapd.com](mailto:jduritz@uapd.com); [staff@sfmea.com](mailto:staff@sfmea.com); [mike@dc16.us](mailto:mike@dc16.us); [khughes@ibew6.org](mailto:khughes@ibew6.org); [L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org); [sfmsa@gmail.com](mailto:sfmsa@gmail.com); [bart@dc16.us](mailto:bart@dc16.us); [david.canham@seiu1021.org](mailto:david.canham@seiu1021.org); [jtanner940@aol.com](mailto:jtanner940@aol.com); [oashworth@ibew6.org](mailto:oashworth@ibew6.org); [L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org); [laborers261@gmail.com](mailto:laborers261@gmail.com); [local200twu@sbcglobal.net](mailto:local200twu@sbcglobal.net); [speedy4864@aol.com](mailto:speedy4864@aol.com); [Christina@sfmea.com](mailto:Christina@sfmea.com); [ecdemvoter@aol.com](mailto:ecdemvoter@aol.com); [thomas.vitale@seiu1021.org](mailto:thomas.vitale@seiu1021.org); [Hale, Shawndrea M.](mailto:Hale,Shawndrea.M.); [dhrr-psccordinator@sfgov.org](mailto:dhrr-psccordinator@sfgov.org)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 45144 - 22/23  
**Date:** Monday, August 15, 2022 4:17:19 PM

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RECEIPT for Union Notification for PSC 45144 - 22/23 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 45144 - 22/23 for \$450,000 for Initial Request services for the period 08/03/2022 – 07/31/2027. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrrupal/node/19036> 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)**

**AMENDED AND RESTATED  
FRANCHISE AGREEMENT  
BETWEEN THE COUNTY OF TUOLUMNE AND  
MOORE BROS. SCAVENGER CO., INC.  
FOR COLLECTION OF SOLID WASTE  
IN COLLECTION AREA 4  
AS PER THE MAP ENTITLED  
“SOLID WASTE COLLECTION AREAS OF TUOLUMNE COUNTY”  
APPROVED BY THE BOARD OF SUPERVISORS  
RESOLUTION NO. 136-94 ADOPTED ON JUNE 28, 1994**

## AMENDED AND RESTATED FRANCHISE AGREEMENT

This Amended and Restated Franchise Agreement ("Agreement"), made effective April 17, 2012 ("Effective Date"), by and between COUNTY OF TUOLUMNE, ("County") and Moore Bros. Scavenger Co., Inc, ("Franchisee"). This Agreement amends and restates that certain Franchise Agreement made March 28, 1995, by and between the County and Moore Bros. Scavenger Co., Inc, as amended by amendments dated September 14, 1999, June 13, 2000 and March 13, 2001 ("Original Agreement"). This Agreement supersedes the Original Agreement in its entirety.

WHEREAS, the County wishes pursuant to Title 7 of the Tuolumne County Ordinance Code to enter into an exclusive franchise agreement with Franchisee to provide Solid Waste Collection and Recycling Services for customers within Collection Area 4 in the County of Tuolumne; and

WHEREAS, Franchisee wishes to enter into a franchise agreement with County for said services.

NOW THEREFORE, County and Franchisee hereby agree as follows:

### I. Definitions.

- A. Definitions for terms and phrases not defined in this Agreement shall have the meanings given to them in Title 7 of Tuolumne County Ordinance Code.
- B. References to "Title," "Chapter" or "Section" are to the Tuolumne County Ordinance Code unless otherwise indicated.
- C. "**Acceptable Waste**" means all Solid Waste and Recyclables other than the following: Hazardous Waste, special waste, volatile, corrosive, biomedical, infectious, biohazardous, and toxic substances or material, waste that Franchisee reasonably believes would, as a result of or upon disposal, be a violation of local, state or federal law, regulation or ordinance, including land use restrictions or conditions, and waste that cannot be disposed of in Class III landfills; but not including de minimis volumes or concentrations of waste of a type and amount normally found in residential solid waste.

### II. Grant of Franchise.

Franchisee shall have the sole and exclusive right and franchise, in accordance with the terms and conditions of this Agreement and Title 7, to provide collection services for Residential, Commercial and Industrial Customers within the County of Tuolumne for Collection Area 4 as described in the map adopted by Resolution No. 136-94 of the Tuolumne County Board of Supervisors. County agrees not to let any contract to, or enter into any contract with any other person for Solid Waste collection or Recycling services required to be performed by

Franchisee. County agrees not to engage other individuals or itself become involved in the activity of collection services or any other activity that would impair the exclusive right of the Franchisee.

**III. Term of Franchise.**

- A. The term of this Agreement shall commence on the Effective Date and shall terminate September 30, 2023, unless sooner terminated as hereinafter provided.
- B. Upon mutual written agreement at least eighteen months prior to the end of the term in paragraph A, this Agreement may be renewed for an additional term of ten (10) years.
- C. Notwithstanding the Effective Date of this Agreement, the date of October 1<sup>st</sup> of each subsequent year shall be deemed to be the “anniversary date” of this Agreement. September 30, 2012, shall be deemed the end of the first contract year.
- D. The franchise in this Agreement does not include those permits authorized by the Solid Waste Manager under Section 7.12.060.

**IV. Services of Franchisee.**

- A. Franchisee undertakes and agrees, in accordance with the terms and conditions herein contained, to provide the Solid Waste Collection and Recycling Services for Residential, Commercial and Industrial Customers comprised of furnishing the necessary labor, vehicles, equipment, and facilities to provide such services. Franchisee has no obligation to collect Solid Waste or accept Recyclables that are not Acceptable Waste.
- B. Residential Solid Waste Collection. The Franchisee shall each week collect and dispose of all Solid Waste from Residential Customers within Collection Area 4 that is placed at the roadside on public streets, alleyways or other locations approved by Franchisee.
- C. Recycling. The Franchisee shall accept recyclable materials from residents and businesses in Collection Area 4 at the drop-off recycling facility located at the headquarters for Moore Bros. Scavenger Co., Inc. at 11300 Wards Ferry Road, Big Oak Flat, CA. Recyclable materials accepted are listed in Exhibit D.
- D. Commercial Services. Commercial Customers may subscribe for Solid Waste Services at the rates specified for Commercial Customers for such services in Resolution 99-10 or subsequent resolutions superseding Resolution 99-10.
- E. Industrial Services. Industrial Customers may subscribe for Solid Waste Collection Services at the rates specified for Commercial Customers for such



services in Resolution 99-10 or subsequent resolutions superseding Resolution 99-10.

- F. Operations Plan. Franchisee shall annually submit to the County an updated operations plan, including, but not limited to, franchise operating plan contents as described in Section 7.16.030. Changes to the operations plan shall be submitted to the Solid Waste Manager for approval. Such approval shall not be unreasonably withheld.
- G. Recycling Public Awareness Program. County and Franchisee shall work jointly to develop and implement the Recycling Public Awareness Program described below:
1. Franchisee will distribute by mail or billing inserts new program announcements.
  2. Franchisee will distribute information regarding the recycling program.
  3. County and Franchisee will cooperate in contacting local media to seek coverage of the recycling program to increase citizen awareness of the benefits of recycling.
  4. Franchisee will make presentations at public meetings and community events upon request.
  5. County reserves the right to approve any and all public awareness materials prior to distribution.
  6. Franchisee agrees to sponsor and provide recycling/source reduction information as described in Exhibit A.
- H. The California Public Resources Code requires the County to prepare and implement a Source Reduction and Recycling Element ("SRRE") and a Household Hazardous Waste Element ("HHWE"). ~~Franchisee shall be responsible~~ for implementing provisions of these plans to the extent such plans impose duties upon Franchisee. The County Administrative Officer or his/her designee ("CAO"), Solid Waste Manager and Franchisee shall meet annually prior to October 1<sup>st</sup> to determine the responsibilities for the SRRE and HHWE and determine if any rate adjustments are necessary to fund these programs for the subsequent contract year after the anniversary date. The CAO, Solid Waste Manager and Franchisee must mutually agree on a program to be presented to the County. The Board of Supervisors is to receive, as a minimum, the following:
1. Proposed program description;
  2. Diversion expected;
  3. Cost of proposed program; and

4. How proposed program integrates with existing programs.
- I. The Franchisee will not be responsible for providing services where there is unacceptable safety or risk factors. The CAO, Solid Waste Manager and Franchisee shall establish standards for bridges and roads. If unsafe conditions persist, the Franchisee has the right to ask for a waiver from providing service. If a location is found to be unsafe and, the potential Customer wants service, the refuse is to be located at a site mutually agreed upon by Franchisee, CAO, Solid Waste Manager and Customer or service can be denied without being a violation of this Agreement.
- J. Franchisee agrees to provide the following ancillary services, as contained herein:
  1. Franchisee agrees to conduct a cleanup coupon program as provided in Exhibit B.
  2. Franchisee will provide Christmas tree pick up upon request for residents that are unable to use the drop off slash facilities at either the Groveland Transfer Station or the Pine Mountain Lake Compost Facility.
  3. Franchisee agrees to use its best effort in load checking during the collection of Solid Waste to screen out unacceptable wastes. In the event that unacceptable wastes are found, the container shall not be serviced and a notice of the correct disposal method for the waste shall be left for the Customer.
- K. Franchisee agrees to install and maintain computers and software compatible with County approved programs for basic, efficient office practices. Appropriate employee training will be included.

**V. Obligations of Franchisee**

- A. Franchisee shall comply with all federal, state, local statutes, ordinances and regulations, including Titles 7 and 8.
- B. Franchisee, prior to award of franchise, shall provide and maintain at its own expense at all times the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance to the County as may be required by the Risk Manager of the County. The policies or certificates thereof shall provide that, thirty (30) days prior to cancellation or material change in the policy, notices of same shall be given to the Risk Manager of the County by registered mail, return receipt requested, or delivered in person to Risk Manager, for all of the following stated insurance policies:
  1. Worker's Compensation in compliance with the statutes of the State of California.

2. General Liability insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage. This insurance shall indicate on the policy and certificate of insurance the following coverage and indicate the policy aggregate limit applying to premises and operations and broad term contractual liability.
3. Automobile Liability insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage. This insurance shall cover for bodily injury and property damage, owned automobiles, and non-owned automobiles.

Upon failure of the Franchisee to furnish, deliver or maintain such insurance and policies as above provided, this Agreement, at the election of the County, may be forthwith declared suspended, or terminated. Failure of the Franchisee to obtain and/or maintain any required insurance shall not relieve the Franchisee from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Franchisee concerning indemnification. The County, its elected and appointed officials, officers, employees, agents and volunteers ("Additional Insured") shall be named as an additional insured on all insurance policies required herein. The Franchisee's insurance policy(ies) shall include a provision that the coverage is primary as respects the Additional Insured; shall include no special limitations to coverage provided to the Additional Insured; and, shall be placed with insurer(s) with acceptable Best's rating of A:VII or better or with approval of the Risk Manager.

- C. Franchisee, shall, prior to this Agreement becoming effective, deliver to the Risk Manager a Faithful Performance Surety Bond in the amount of ten thousand dollars (\$10,000.00) which shall be approved by the Risk Manager to secure the full and faithful performance of the terms, obligations and agreements on the part of Franchisee to be performed. Risk Manager shall retain the right to approve or disapprove of Franchisee's surety.

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The Faithful Performance Surety Bond shall not be subject to cancellation and shall be in full force and effect for at least one year, and shall be renewed, or a new bond furnished, subject to the same approval, not less than thirty (30) days prior to the expiration of the then existing bond on file with Risk Manager. Franchisee shall, at all times during the term of this Agreement, maintain a Faithful Performance Surety Bond, in accordance with the terms of this paragraph, in full force and effect.

- D. In the event of the termination or cancellation of the insurance policies required by this Agreement, or the failure of Franchisee to obtain the insurance policy or performance bond required by this Agreement, the franchise may be terminated by County upon written notice to Franchisee. If insurance is terminated due to an unforeseeable event, not the fault of the Franchisee, the Franchisee will have sixty (60) days to have insurance policies replaced without breaching this Agreement.

- E. Franchisee shall indemnify, defend, save, protect and hold harmless County, its elected and appointed officials, officers, employees, agents and volunteers from any and all demands, losses, claims, costs, suits, liabilities and expenses for any damage, injury or death (collectively, "Liability") arising directly or indirectly from or connected with the services provided hereunder which is caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Franchisee, its officers, employees, agents, contractors, consultants, or any person under its direction or control and will make good to and reimburse County for any expenditures, including reasonable attorney's fees, the County may make by reason of such matters and, if requested by County, will defend any such suits at the sole cost and expense of Franchisee. Franchisee's obligations under this section shall exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Franchisee shall not be required to indemnify, save, protect or hold harmless County for the proportion of Liability a court determines is attributable to the negligence or willful misconduct of the County.

If such indemnification becomes necessary, the County Counsel for the County shall have the absolute right and discretion to approve or disapprove of any and all counsel employed to defend the County. This indemnification clause shall survive the termination or expiration of this Agreement.

- F. Franchisee shall not assign, or transfer this Agreement or any interest therein directly or indirectly, by operation of law or otherwise, without the prior written consent of County. Any attempt to do so without that consent shall be null and void, and any assignee, or transferee shall acquire no right or interest by reason of such attempted assignment, or transfer. County shall not unreasonably withhold consent.

## **VI. County Franchise Fee.**

- A. In consideration of the exclusive franchise provided by this Agreement, ~~Franchisee shall pay to County 1½% of the gross revenue derived by Franchisee~~ from Solid Waste Collection and Recycling Services provided in Collection Area 4. Franchisee agrees to allow County to increase or decrease this franchise fee to any amount at the sole discretion of County. County may immediately adjust collection rates to fully cover such increase if increase causes Franchisee to fall below the agreed upon fair return on revenues as described in section VII. Revenues derived from all other operations are excluded from calculating the franchise fee.

Franchisee shall prepare and mail remittance each quarter not later than twenty (20) calendar days after the end of each quarter. The remittance will be accompanied by a report setting forth the basis and calculations used for computing the amount due. The figures used shall agree with the general books of account of Franchisee. Said books of account shall be made available to County upon demand for the purposes of audit, pursuant to Title 7.

- B. Franchisee shall reimburse County for County costs associated with any audit, review or required report as provided in Section 7.16.070.
- C. Franchisee agrees to provide all Solid Waste Collection Services, equipment, and containers needed by County facilities and properties as listed in Exhibit C at no charge to County. Containers shall be of the type and size the Franchisee owns or controls and shall be distributed to County property, including any other County property or property currently or in the future owned, rented or occupied by the County requiring such service. The Facilities Manager and/or Solid Waste Manager will provide the service level, frequency and location of the services needed. The Facilities Manager and/or Solid Waste Manager may, from time to time, order changes in the services described in this paragraph. The Franchisee will not be responsible for paying to the County any Integrated Waste Management Fee for the provision of these services.

**VII. Franchisee Fees, Charges and Adjustments to Fees & Charges.**

- A. Upon the Effective Date of this Agreement, Franchisee's rates and services will be as described in Resolution 99-10 or resolutions superseding Resolution 99-10. Rates for additional services not specified in Resolution 99-10 or resolutions superseding Resolution 99-10 shall be as agreed between Franchisee and a customer with written notice to the Solid Waste Manager; provided, however, that in the case of a dispute, the dispute shall be submitted to the Solid Waste Manager for resolution.
- B. Applications for rate increases will be based as follows:
  - 1. CPI Indexed Rates. The rates approved as part of this Agreement, and all rates established by the Board of Supervisors pursuant to Title 7 hereafter, shall be considered for periodic increases which are 100 percent of the percentage of change in the Consumer Price Index (CPI-U), San Francisco, Oakland-San Jose, as published by the Bureau of Labor Statistics, commencing with the index for June 2011, being the base period for purposes of making adjustments. Should the Bureau of Labor Statistics of the Department of Labor discontinue publication of the described index, or publish it less frequently, or alter it in any other manner, the parties shall mutually adopt a substitute index or procedure which reasonably reflects and monitors consumer prices.

The first adjustment for the period October 2012 to September 2013 shall be made effective as of October 1, 2012, and rates shall be adjusted in the same manner annually thereafter.

Adjustments in accordance with the CPI shall be subject to the following qualifications:

- a. Rates adjusted in accordance with the CPI shall not be greater than six percent (6%) nor less than zero percent (0%) in any one year regardless of the percentage changes in the CPI; and
- b. In the event Franchisee obtains a return on revenues that averages more than ten percent (10%) per annum, using a 3-year rolling average, then the Franchisee will not be entitled to make a CPI adjustment for the immediately succeeding year, and continually thereafter so long as the 3-year rolling average of return on revenues exceeds (10%).

Franchisee shall be entitled to a fair return on revenues. Return on revenues is hereby defined as the ratio of net income to gross revenues. Net income is arrived at by deducting all expenses (including taxes) from gross revenues.

In the event Franchisee obtains a return on revenues that averages more than ten percent (10%) per annum, using a three year rolling average, then Franchisee shall refund full amount above ten percent (10%) to Customers through a rate reduction for the following year.

2. Adjustment for Extraordinary Costs. The process for effecting any rate adjustment above the annual CPI increase shall be made by application. Franchisee may apply to County for consideration of a special interim rate review as provided in Title 7. If, in any contract year, Franchisee incurs extraordinary expenses, over and above the annual CPI increase for reasons beyond Franchisee's control, Franchisee may request an adjustment in rates to compensate for the amount of such increased cost. Nothing herein shall obligate the County to grant such increase, but it shall negotiate in good faith. If in any contract year Franchisee is subject to a disposal increase, all of said increase shall be passed through by means of an immediate rate increase. If the increase is due to the imposition of a host fee, the County will review the fees to determine if the increase should be passed through.

At County's expense County may initiate an interim rate review at its option. Any rate review, whether initiated by County or Franchisee, will follow the format specified for in Title 7.

Franchisee shall provide written notice to Customers of proposed rate changes and annual rate pursuant to Title 7. Prior to providing said

notice to Customers, Franchisee shall provide said notice to County for review and approval.

### **VIII. Performance Review**

- A. Franchisee shall maintain complete and accurate financial records with respect to gross revenue, costs, expenses, receipts, inventory, and other such information required to assess Franchisee's financial position relating to residential, commercial and industrial Solid Waste Collection and Recycling Services under County's jurisdiction. All such records shall be maintained in accordance with generally accepted accounting principles and Title 7.
- B. In addition to financial records, Franchisee shall maintain complete and accurate records for all aspects of Franchisee's compliance with this Agreement including, but not limited to, collection route maps, Customer lists and payment records, disposal records by truck, local enforcement agency records of inspection, truck inspection records, SRRE and HHWE compliance records, Customer complaints, and other like materials.
- C. All records required to be kept by Franchisee shall be clearly identified and readily accessible. Franchisee shall provide free access to the representatives of County (according to Title 7) or their agent during all normal business hours to such books or records, and give the County the right to examine and audit same, and to make transcripts therefrom or copies as necessary. All records will be maintained for five years after the completion of the year which they were prepared.
- D. Franchisee shall prepare, mail and collect bills (or shall issue written receipts for cash payments) for Solid Waste Collection Services provided by Franchisee under this Agreement. Bills for services shall at a minimum be mailed to Customers annually in advance of the provision of services.

Franchisee shall maintain copies of said billings and receipts in chronological order for a period of three (3) years after the date of service for inspection by County. Franchisee may, at its option, maintain those records in computer form, on microfiche, or in any other manner, provided that the records can be preserved and retrieved for inspection and verification in a timely manner.

- E. Franchisee agrees to indemnify County against all fines or penalties imposed by the California Integrated Waste Management Board or other regulatory agencies in the event that regulatory objectives are not met for the residential and commercial sector served by Franchisee for which Franchisee is responsible. Such indemnity shall be limited to exclude all damages or claims to the extent that they are caused by, arise from or in connection with (i) any negligent actions or omissions or willful misconduct of the County, or its employees, agents, appointed and elected officials; or (ii) the failure of the County or its employees, agents, appointed and elected officials to comply with or enforce applicable solid

waste and/or recycling statutes, ordinances, regulations, or other requirements, other than failures attributable to Franchisee's performance under this Agreement. The extent of the Franchisee's liability under this Section shall not exceed the amount of Franchisee's proportionate share of fault.

- F. Franchisee shall be responsible for the prompt, courteous and reasonable resolution of all Customer complaints.

Franchisee shall record in a separate log all complaints, noting the name and address of complainant, date and time of complaint, nature of complaint and resolution. This complaint log will be retained by the Franchisee at the office and be available for inspection by the LEA, CAO and Solid Waste Manager during regular business hours. The Franchisee will submit a copy of the complaint log annually to CAO and Solid Waste Manager.

- G. Franchisee shall, on an annual basis, file reports as required by law and provide reports to CAO and Solid Waste Manager pursuant to local, state and federal laws. All such reports must contain information sufficient to report its progress to the State regarding the implementation of County's SRRE and HHWE pursuant to the California. Public Resources Code. In addition to any reports required by law, the Franchisee shall provide any reports that are needed by the CAO or Solid Waste Manager in the execution of their duties to the County or needed for the enforcement of this Agreement.

## **IX. Liquidated Damages**

- A. County finds, and Franchisee agrees, that as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages which will be incurred by County as a result of a material breach by Franchisee of its obligations under this Agreement.
- B. Accordingly, the Board may, in its discretion, assess liquidated damages not to exceed the sum of five hundred dollars (\$500) per day, for each calendar day that service is not provided by Franchisee in accordance with this Agreement. In addition, the Board may order the assessment against the cash bond required by this Agreement, the termination of this Agreement, or both.
- C. County finds, and Franchisee acknowledges and agrees that the above-described liquidated damages provisions represent a reasonable sum in light of all of the circumstances. Liquidated damages shall be applicable to each calendar day during which Franchisee has been found by the Board to be in default pursuant to this Article. Franchisee shall pay any liquidated damages assessed by the Board within ten (10) days after they are assessed. If they are not paid within the ten-day period, County may withdraw them from the security fund established by the performance bond required by this Agreement.



**X. Termination of Franchise.**

- A. In the event Franchisee should default in the performance of any material provisions of this Agreement, and the default is not cured within thirty (30) days after receipt of written notice of default from the County, then County may, at its option, hold a hearing to determine whether this Agreement should be terminated. In the event County decides to terminate this Agreement, County shall serve ten (10) days' written notice of its intention to terminate upon Franchisee. In the event County exercises its right to terminate this Agreement, County may, at its option, either directly undertake performance of the services or arrange with other persons to perform the services. In either event, Franchisee shall be liable to County for any expense County incurs in performing the services.
- B. In the event County exercises its option under this Article to terminate this Agreement, and directly performs the services, County shall pay to Franchisee, from revenues received by County from Customers, any amounts due Franchisee for services performed as of the date of termination, which amount remain unpaid ninety (90) days from such date. If County arranges with other persons to perform the services, County shall ensure that such other persons pay Franchisee the amounts due under this paragraph and agrees to pay such amounts in the event the other persons do not. County may take possession of Franchisee's equipment necessary to perform the services required under this Agreement, and retain it until County can purchase or otherwise acquire equipment suitable for that purpose, but in no event longer than one hundred and twenty (120) days. County shall compensate Franchisee for the reasonable rental value of its equipment during the period County retains possession of it.

County further reserves the right to terminate this Agreement or impose liquidated damages in the event of any of the following, unless such event is susceptible to cure and has been cured promptly upon written notice to Franchisee by County:

1. If Franchisee becomes insolvent, unable or unwilling to pay its debts, or upon listing of an order for relief in favor of Franchisee in a bankruptcy proceeding.
2. If Franchisee fails to abide by County's direction as provided in Article XII.
3. If Franchisee knowingly violates any orders or rulings of any regulatory body having jurisdiction over Franchisee relative to this Agreement, provided that Franchisee may contest any such orders or rulings by appropriate proceedings conducted in good faith, in which case no breach of this Agreement shall be deemed to have occurred until resolution of that proceeding.

4. If Franchisee ceases to provide Solid Waste Collection or Recycling Services as required under this Agreement over all or a substantial portion of its service area for a period of seven (7) days or more, for any reason within the control of Franchisee. (For purposes of this section, a labor strike or similar organized work stoppage, acts of nature, or inaccessibility due to acts of nature which are not encountered in the normal course of business, will not be deemed to be within the control of Franchisee.)
5. If Franchisee willfully fails to make any payments or reports required under this Agreement and fails to cure such failure promptly after written notice.
6. If Franchisee, one of its officers or managers, is found guilty of a felony relating to Solid Waste Collection or Recycling Services, or is found guilty of illegal dumping of solid or hazardous waste, and fails to implement corrective action promptly and to the County's reasonable satisfaction.
7. In the event that this Agreement is terminated by County upon the failure of Franchisee to secure and maintain the insurance policies and/or performance bond required under the terms of this Agreement, Franchisee shall be liable to County for any and all damages suffered by County arising out of failure to provide insurance under this Agreement.

C. **Franchisee's Liability to Perform Due to Act of God**

Franchisee's failure to perform under the terms of this Agreement by reason of a major disaster, epidemic, or other act of God or other emergency shall not constitute a breach of this Agreement for purposes of paragraph A, above.

**XI. Arbitration, Judicial Venue and Governing Law.**

- A. Prior to any action by the County or Franchisee in taking any item of this Agreement to arbitration or court, the item shall be reviewed by the CAO. If the Franchisee or Board of Supervisors does not concur with the decision of the CAO, either party may proceed.
- B. Arbitration. Franchisee and County may agree that any dispute arising out of this Agreement shall be decided by arbitration in accordance with California Code of Civil Procedure section 1280, et seq. or like statute. If both parties agree to arbitration, the parties shall have the right of discovery under the California discovery statutes.
- C. Attorneys' Fees. The parties shall share the cost of any arbitration. In the event suit or action or arbitration is instituted as a result of a dispute under this

Agreement, the prevailing party shall be awarded its attorneys' fees and costs, including, but not limited to, expert witness fees.

- D. Standing. Only the County and the Franchisee shall have standing to bring or become a party to arbitration claims or legal actions under this Agreement.

**XII. Disposition of Solid Waste.**

- A. All Acceptable Waste collected by Franchisee shall become the property of Franchisee upon placement by the Customer for collection, and shall be forthwith removed and conveyed to the Cal Sierra/Waste Management Material Recovery Facility/Transfer Station or other County authorized facility by Franchisee, subject to the provisions of this Agreement.
- B. Notwithstanding the provisions of Paragraph A, County has the right to direct that any Acceptable Waste collected by Franchisee shall be delivered to a County-authorized facility.
- C. In the event that modifications to Franchisee's operations are necessary to comply with the terms and conditions of this Article, and the modification thereof affect Franchisee's costs of doing business, Franchisee or County may initiate a rate adjustment pursuant to Article VII and Title 7.




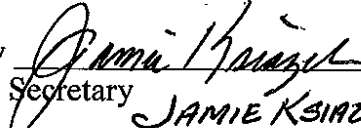
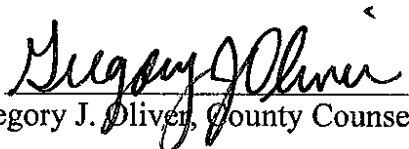
**XIII. Miscellaneous Provisions.**

- A. The failure of either party at any time to require performance by the other party herein shall not affect the right of such party to enforce the same thereafter, nor shall the waiver by either party of any breach of any provision or as a waiver of the provision itself.
- B. All terms used in the singular or in the masculine gender shall apply to the plural or to the feminine or neuter gender as the context thereof requires.
- ~~C. The Article headings used in this Agreement are intended solely for convenience and reference and shall not in any way or manner amplify, limit, modify, or otherwise be used in the interpretation of this Agreement.~~
- D. This Agreement may be amended at any time by mutual agreement of the parties, provided such amendment shall be operative and valid only if set forth in writing and signed by all of the parties.
- E. This Agreement constitutes the entire understanding with respect to the subject matter hereof and supersedes any and all prior understandings or agreements, whether written or oral, including without limitation the Original Agreement.
- F. This Agreement shall be binding on the parties hereto and on their respective successors and assigns.

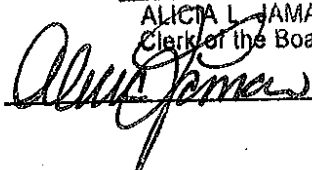
- G. If any term, provision or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
  
- H. Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either party hereto, by the other party to this Agreement shall be in writing and shall be deemed duly served when personally delivered to the party to whom they are directed, or in lieu or such personal service when deposited in the United States mail, first-class certified or registered mail, postage prepaid, addressed to County at 2 South Green Street, Sonora, California 95370, with a duplicate copy to the County Counsel, 2 South Green Street; Sonora, California 95370 or to Franchisee at P.O. Box 278, Big Oak Flat, CA 95305-0278.
  
- I. It shall be Franchisee's and County's responsibility to enforce this franchise pursuant to Section 7.04.040. Franchisee may enforce this Agreement civilly without the consent of the County. County may enforce criminally without the consent of Franchisee.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, County has caused its name and seal to be hereunto subscribed and affixed by the Board Clerk, duly authorized, and said Franchisee has caused its corporate name and seal to be hereunto subscribed and affixed by its President and Secretary.

COUNTY OF TUOLUMNE  By <u></u> Richard H. Pland, Chair, Board of Supervisors	MOORE BROS. SCAVENGER, INC  By <u></u> Steve Moore, President
ATTEST:  By <u></u> Chief Deputy Clerk of the Board of Supervisors	ATTEST:  By <u></u> Secretary JAMIE KSIIZEK
APPROVED AS TO FORM:  By <u></u> Gregory J. Oliver, County Counsel	

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

By:   
ALICIA L. JAMAR  
Clerk of the Board

**EXHIBITS**  
**&**  
**ATTACHMENTS**

## **EXHIBIT A**

### **Public Information and Education**

Franchisee's public education program shall focus on providing information to Customers to ensure that they understand: (i) the services that are provided under this Agreement, (ii) the proper method for placing materials in Containers for Collection and setting Containers out for Collection, and (iii) materials prohibited from Collection such as Hazardous Waste. Educational information may include, but not be limited to, newsletters, flyers, door hangers, notification tags, and direct contact. Franchisee shall allow the County a reasonable opportunity to review public education materials, request modifications to materials, and approve all public education materials before printing, publication, distribution, and/or release. County shall have the right to request that Franchisee include the County name, County logo, and/or community names on public education materials.

Franchisee shall prepare and distribute a "Starter Kit" to all new subscribing customers. The Starter Kit shall include a service information brochure describing how to drop off recyclable materials at Franchisee's drop-off recycling facility and list the acceptable materials that can be included. Information about materials to be excluded from solid waste collection, suggestions for proper placement of containers on collection day and information on the proper disposal of other waste streams, such as; household hazardous waste, sharps, E-waste, Universal Waste will be included.

Educational speaking engagements and facility tours will be conducted by the Franchisee or its agent upon request. The presentations and tours shall aim to educate the public on the environmental benefits of recycling and resource conservation and provide them with information on increasing waste reduction and recycling at their homes and businesses. Presentations will be available to groups, civic organizations, schools or businesses. Schedules for speaking engagements and tours will be set by the Franchisee.

## EXHIBIT B

### CLEAN UP COUPON PROGRAM FOR TUOLUMNE COUNTY

The Franchisee will provide the following program as the countywide Clean Up Program through the term of the Agreement, as mutually agreed between the Franchisee and County.

The Franchisee will make available to Collection Area 4 Residential Customers two coupons per year redeemable at the Groveland Transfer Station. These coupons will be valid from January 1 to December 31 of each year through the term of the Agreement. Customers will pick up the coupons at the Franchisee's office, currently located at 11300 Wards Ferry Road, Big Oak Flat, CA. The participants must be a Residential Customer for solid waste collection services, *in good standing*, when applying for a coupon.

The following restrictions apply:

- Only the Tuolumne County citizen who signed the coupon will be able to redeem it. (Valid ID. will be required)
- Each coupon will be valid only for the period specified on the coupon. **(Freon appliances will require *the then current established fee for Freon removal with presentation of coupon*)**
- Each coupon is good for up to one (1) cubic yard. Materials for disposal may include items, such as junk, bulky waste or one appliance, or one piece of furniture.
- Both coupons can be redeemed at the same time or on separate dates. No Household Garbage or Hazardous Waste is permitted.

The County will waive the per ton Integrated Waste Management Fee. The Franchisee which issues the coupon will be responsible for the remaining dollar value of the coupon. The Franchisee will pay the value of the coupon at the rate of the then current established franchise hauler rates.



## **EXHIBIT C**

The following facilities are identified as Tuolumne County facilities for the purposes of Section VI-C.

The Groveland Youth Center  
18950 Highway 120, Groveland

The Groveland Community Hall  
18720 Highway 120, Groveland

Tuolumne County Road Department Yard  
11240 Wards Ferry Road, Big Oak Flat

Groveland Library & Museum  
18990 Highway 120, Groveland

## **Exhibit D**

Notwithstanding the definition in Title 7 of Tuolumne County Ordinance Code, for all purposes under this Agreement “**Recyclable**” or “**Recyclable Material**” means the following materials:

1. Aluminum cans
2. Clean cardboard
3. Glass: bottles and jars
4. Newspaper
5. Clean paper: bags (all colors), catalogs, chipboard or paperboard boxes (cereal, cracker, shoe boxes), computer paper, construction paper, non-styrofoam egg cartons, envelopes, junk mail, magazines, telephone books, white and colored paper
6. Plastic bottles, jugs and jars labeled #1 or #2
7. Tin and bimetal cans

Materials may be added to or deleted from this Exhibit with written approval by the Franchisee and Solid Waste Manager.

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION

Dept. Code: PUC

Type of Request:  Initial  Modification of an existing PSC (PSC # 42960 - 18/19)

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

Type of Service: Solid Waste Collection Services(CT 6188)

Funding Source: HHWP Operating Budget

PSC Original Approved Amount: \$225,000 PSC Original Approved Duration: 07/01/19 - 06/30/22 (3 years)

PSC Mod#1 Amount: \$150,000 PSC Mod#1 Duration: 06/30/22-09/30/23 (1 year 13 weeks)

PSC Cumulative Amount Proposed: \$375,000 PSC Cumulative Duration Proposed: 4 years 13 weeks

**1. Description of Work**

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

Weekly Garbage and solid waste collections at Hetch Hetchy Water & Power, located in Area 4 of Tuolumne County. Moore Brothers is the sole vendor for solid waste collection and transportation in the Moccasin Area.

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

Regular trash pickups are necessary because of public health concerns. Accumulated trash creates a health hazard.

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 42960 - 18/19

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. Display all that apply

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

Explain the qualifying circumstances:

Garbage / Trash services are required for public health reasons and preclude any Civil Service Employees from performing this task.

B. Reason for the request for modification:

To mirror the existing contract between the consultant and Tuolumne County.

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

A. Specify required skills and/or expertise: A franchise agreement must be in place to pick up solid waste in Tuolumne County.

- 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. Trash bins of various sizes will be supplied by contractor, along with dump trucks to haul material.

**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.  
Must possess a franchise agreement with the county to perform this service. Civil service staff cannot do this.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
The contractor will not train employees. This is a garbage service contract and the contractor only, will perform this work.
- C. Are there legal mandates requiring the use of contractual services?  
Contractor has a franchise agreement in place with Tuolumne County currently, and no other vendor may be used.
- 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 04/14/22, 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@sewater.org

Address: 525 Golden Gate Avenue, San Francisco, CA 94102

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 42960 - 18/19

DHR Analysis/Recommendation:

05/16/2022

Commission Approval Required

Approved by Civil Service Commission

05/16/2022 DHR Approved for 05/16/2022

# **Modification**

## **Personal Services Contracts**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC LIBRARY

Dept. Code: LIB

Type of Request:  Initial  Modification of an existing PSC (PSC # 48316 - 18/19)

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

Type of Service: Customization of website with some financial admin

Funding Source: Library Preservation Fund

PSC Original Approved Amount: \$163,400 PSC Original Approved Duration: 08/01/19 - 12/31/23 (4 years 21 weeks)

PSC Mod#1 Amount: \$181,898 PSC Mod#1 Duration: 01/01/24-03/01/26 (2 years 8 weeks)

PSC Cumulative Amount Proposed: \$345,298 PSC Cumulative Duration Proposed: 6 years 30 weeks

**1. Description of Work**

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

Contractor shall build and maintain a Local Music Collection Site for San Francisco Public Library that provides streams and downloads of music content in multiple digital formats. Contractor shall provide means for the authentication of Library cardholders for downloading or streaming content according to Library's licensing agreements with artists, and provide interfaces for the export of and access to MUSICat MARC records for Library's catalog. Contractor shall provide administrative tools through MUSICat that support and streamline Library's implementation of and processes for collection development, licensing, and promotion, as well as displaying usage statistics and providing administrative and technical support for Library's staff and community of users. Contractor shall serve as payor to musicians that the Library contracts with for the non-exclusive use of their recordings, and will charge the Library \$20 service fee per \$200 payment.

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

Library wishes to establish partnerships with new stakeholders, attract new users, and support the local music community. Library staff does not have the time or training to build a unique platform such as this, -without this product the Library won't be able to provide this unique service to our community.

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, Contract #1000016809

D. Will the contract(s) be renewed?

Yes, if the program is successful.

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

This is a unique platform that helps the Library to continually attracts new partnerships and users. It also helps to support the local music community. It offers a great opportunity to engage with the local communities.

**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:

The Contractor has developed a very specific website using open source code which enables public libraries to host local music and to authenticate patron library cards so that patrons can download content. The code needs to be customized to the SFPL's own website and the Contractor's staff have the expertise to do so. It is not practical for City workers to build such a website when one already exists.

B. Reason for the request for modification:

Due to the pandemic, the library did not successfully launch the program, we would like to give it another try. The Library wishes to continue establishing partnerships with new stakeholders, attract new users, and support the local music community. Library staff does not have the time or training required to build a unique platform such as this. Without this product, the Library won't be able to provide this unique service to our community.

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

- A. Specify required skills and/or expertise: Expertise building a music website for Public Libraries with capability to authenticate Library patrons through unique library card id; experience working with other large urban public libraries setting up music websites, including media hosting and delivery; skills to maintain the software including public and administrative interfaces, and technical support; provide online forms for musicians to submit, upload content & sign licenses; pay multiple musicians honorariums for rights to use music.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1062, IS Programmer Analyst; 1063, IS Programmer Analyst-Senior; 1064, IS Prg Analyst-Principal; 1070, IS Project Director; 1071, IS Manager;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, the Contractor will use its computers, servers, and code to develop the specific instance (version) of the music platform for the Public Library.

**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 Library and other City departments do not employ software engineers, or software developers with an expertise in music streaming and downloading. The MUSICat code is open source, but it is not "packaged", meaning the Contractor hasn't yet built the infrastructure that would make it possible for another team to replicate the entire MUSICat environment in an orderly way to create their own MUSICat site. It would be onerous for an outside team to get all of these tools up and running on their own.
- 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 service is based on a code that hasn't yet been built out and it is beyond the scope of City resources to develop a music platform with the specialized features that the Contractor has developed. This is a short term project developing a website that won't be used by other City departments.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
There will be very minimal training on how to use the platform either written instructions or webinar, including how to navigate the administrative module in order to download music files, interact with musicians via the site, and gather musician info. Library staff has capability to work with the website once it has been customized.
- 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.  
due to the pandemic, we didn't have a chance to launch program

7. **Union Notification:** On 09/12/22, the Department notified the following employee organizations of this PSC/RFP request:  
Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21; Municipal Executive Association; Management & Superv Local 21; Architect & Engineers, Local 21;

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

Name: marcus lange Phone: 415-557-4214 Email: marcus.lange@sfpl.org

Address: 100 Larkin Street, San Francisco, CA 94102

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 48316 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 10/17/2022

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

## Choi, Suzanne (HRD)

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**From:** dhr-psccordinator@sfgov.org on behalf of marcus.lange@sfpl.org  
**Sent:** Monday, September 12, 2022 11:02 AM  
**To:** Lange, Marcus (LIB); amakayan@ifpte21.org; Laxamana, Junko (DBI); Criss@sfmea.com; camaguey@sfmea.com (contact); christina@sfmea.com; staff@sfmea.com; ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; l21pscreview@ifpte21.org; Yoshida, Shirley (LIB); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Modification Request to PSC # 48316 - 18/19 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The PUBLIC LIBRARY -- LIB has submitted a modification request for a Personal Services Contract (PSC) for \$181,898 for services for the period January 1, 2024

– March 1, 2026. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

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

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/19152>

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

# **Additional Attachment(s)**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC LIBRARY -- LIB

Dept. Code: LIB

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

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

Type of Service: Customization of website with some financial admin

Funding Source: Library Preservation Fund

PSC Amount: \$163,400

PSC Est. Start Date: 08/01/2019

PSC Est. End Date 12/31/2023

**1. Description of Work**

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

Contractor shall build and maintain a Local Music Collection Site for San Francisco Public Library that provides streams and downloads of music content in multiple digital formats. Contractor shall provide means for the authentication of Library cardholders for downloading or streaming content according to Library's licensing agreements with artists, and provide interfaces for the export of and access to MUSICat MARC records for Library's catalog. Contractor shall provide administrative tools through MUSICat that support and streamline Library's implementation of and processes for collection development, licensing, and promotion, as well as displaying usage statistics and providing administrative and technical support for Library's staff and community of users. Contractor shall serve as payor to musicians that the Library contracts with for the non-exclusive use of their recordings, and will charge the Library \$20 service fee per \$200 payment.

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

Library wishes to establish partnerships with new stakeholders, attract new users, and support the local music community. Library staff does not have the time or training to build a unique platform such as this, -without this product the Library won't be able to provide this unique service to our community.

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

This is a new service.

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

Yes, if the program is successful.

**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:

The Contractor has developed a very specific website using open source code which enables public libraries to host local music and to authenticate patron library cards so that patrons can download content. The code needs to be customized to the SFPL's own website and the Contractor's staff have the expertise to do so. It is not practical for City workers to build such a website when one already exists.

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

- A. Specify required skills and/or expertise: Expertise building a music website for Public Libraries with capability to authenticate Library patrons through unique library card id; experience working with other large urban public libraries setting up music websites, including media hosting and delivery; skills to maintain the software including public and administrative interfaces, and technical support; provide online forms for musicians to submit, upload content & sign licenses; pay multiple musicians honorariums for rights to use music.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1062, IS Programmer Analyst; 1063, IS Programmer Analyst-Senior; 1064, IS Prg Analyst-Principal; 1070, IS Project Director; 1071, IS Manager;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, the Contractor will use its computers, servers, and code to develop the specific instance (version) of the music platform for the Public Library.

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

It is beyond the scope of City resources to develop a shareable music platform which offers all the same features as the MUSICat platform, such as the authentication of patrons through Library cards, the musician submittal forms, the graphical interface with a library look and feel, the ability to upload various music files, etc. These features require extensive development investments. This specific library music platform is now considered a best practice in the Public Library community.

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

- A. Explain why civil service classes are not applicable.  
The Library and other City departments do not employ software engineers, or software developers with an expertise in music streaming and downloading. The MUSICat code is open source, but it is not "packaged", meaning the Contractor hasn't yet built the infrastructure that would make it possible for another team to replicate the entire MUSICat environment in an orderly way to create their own MUSICat site. It would be onerous for an outside team to get all of these tools up and running on their own.
- 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 service is based on a code that hasn't yet been built out and it is beyond the scope of City resources to develop a music platform with the specialized features that the Contractor has developed. This is a short term project developing a website that won't be used by other City departments.

**6. Additional Information**

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

- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.  
No. There will be very minimal training on how to use the platform either written instructions or webinar, including how to navigate the administrative module in order to download music files, interact with musicians via the site, and gather musician info. Library staff has capability to work with the website once it has been customized.
- 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 06/20/2019, the Department notified the following employee organizations of this PSC/RFP request:  
Architect & Engineers, Local 21; Management & Superv Local 21; Municipal Executive Association; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21

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

Name: Maureen Singleton Phone: 4155574248 Email: MSingleton@sfpl.org

Address: 100 Larkin Street San Francisco, CA 94102

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 48316 - 18/19

DHR Analysis/Recommendation:

action date: 09/16/2019

Commission Approval Required

Approved by Civil Service Commission

09/16/2019 DHR Approved for 09/16/2019

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: MUNICIPAL TRANSPORTATION AGENCY

Dept. Code: MTA

Type of Request:  Initial  Modification of an existing PSC (PSC # 48568 - 18/19)

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

Type of Service: Garment Rental & Maintenance Service

Funding Source: Operating Budget

PSC Original Approved Amount: \$4,000,000 PSC Original Approved Duration: 10/01/19 - 09/30/23 (4 years)

PSC Mod#1 Amount: \$2,000,000 PSC Mod#1 Duration: 09/30/23-09/30/24 (1 year 1 day)

PSC Mod#2 Amount: \$2,000,000 PSC Mod#2 Duration: 10/01/22-09/30/25 (1 year)

PSC Cumulative Amount Proposed: \$8,000,000 PSC Cumulative Duration Proposed: 6 years 1 day

**1. Description of Work**

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

Provide garment rental & maintenance for Municipal Transportation Agency staff that are required to perform their duties as per job description and Memorandum of Understanding

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

This service is common in the rental & maintenance for garments that have high usage throughout the life expectancy of the uniform(s)/garment(s). The consequences of denial would result in a Municipal Transportation Agency shut down and several grievances.

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

PCS 48568 18/19 approved 08/19/2019

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:

No

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

A. Display all that apply

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

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

Explain the qualifying circumstances:

Ongoing service(s) required per Union Memorandum of Understanding

B. Reason for the request for modification:

Requesting increase for essential on-going garment rental and maintenance service for SFMTA staff that are required to perform their duties as per job description and memorandum of understanding.



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

- A. Specify required skills and/or expertise: To provide garment rental & Maintenance for San Francisco Municipal Transportation Agency employees – Maintenance Repair Unit: Car service unit, buses, truck, trolleys & trains; Fare Collections Unit; Parking Control, Parking Enforcement & Traffic Unit, and Station Agents Unit.
- B. Which, if any, civil service class(es) normally perform(s) this work? none
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: The contractor may provide lockers for safekeeping of garments.

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

Not Applicable

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

- A. Explain why civil service classes are not applicable.  
There are no civil service classes related to the required 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: This type of service would not be in the best interest of the City to attempt to provide

**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 required on how to laundry garments
- C. Are there legal mandates requiring the use of contractual services?  
Per the Memorandum of Understanding of the bargaining units
- 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 07/22/22, 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: Amy NUQUE Phone: 415-646-2802 Email: amy.nuque@sfmta.com

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 48568 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 10/17/2022

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

## Nuque, Amy

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**From:** dhr-psccordinator@sfgov.org on behalf of amy.nuque@sfmta.com  
**Sent:** Friday, July 22, 2022 11:32 AM  
**To:** Nuque, Amy; kennethlomba@gmail.com; snaranjo@cirseiu.org; mdennis@twusf.org; roger marengo; Pete Wilson - Union 250A VP; cmoyer@nccrc.org; noah.frigault@sfgov.org; sfdpoa@icloud.com; Mjayne@iam1414.org; Emanuel, Rachel (DEM); laborers261@gmail.com; junko.laxamana@sfgov.org; jennifer.esteen@seiu1021.org; emathurin@cirseiu.org; abush@cirseiu.org; sbabaria@cirseiu.org; anthony@dc16.us; mlobre@sfpoa.org; @sfpoa.org; tracym@sfpoa.org; mleach@ibt856.org; rooferslocal40@gmail.com; sal@local16.org; Criss@sfmea.com; Julie.Meyers@sfgov.org; seichenberger@local39.org; jason.klumb@seiu1021.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; Basconciello, Katherine (PUC); Sandeep.lal@seiu1021.me; pcamarillo\_seiu@sbcglobal.net; MRainsford@local39.org; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; pkim@ifpte21.org; agonzalez@iam1414.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; gail@sfflocal798.org; cityworker@sfcwu.org; davidmkersten@gmail.com; djohnson@opcmialocal300.org; ramonliuna261@gmail.com; ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org; xiumin.li@seiu1021.org; Sin.Yee.Poon@sfgov.org; smcgarry@nccrc.org; rmitchell@twusf.org; grojo@local39.org; jduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org; L21PSCReview@ifpte21.org; sfsmsa@gmail.com; bart@dc16.us; david.canham@seiu1021.org; jtanner940@aol.com; Osha Ashworth; L21PSCReview@ifpte21.org; laborers261@gmail.com; local200twu; speedy4864@aol.com; Christina@sfmea.com; ecdemvoter@aol.com; thomas.vitale@seiu1021.org; dhr-psccordinator@sfgov.org  
**Subject:** Receipt of Modification Request to PSC # 48568 - 18/19 - MODIFICATIONS

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

PSC RECEIPT of Modification notification sent to Unions and DHR

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a modification request for a Personal Services Contract (PSC) for \$2,000,000 for services for the period October 1, 2022 – September 30, 2025. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

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

After logging into the system please select link below:

<http://apps.sfgov.org/dhrDrupal/node/15523>

Email sent to the following addresses: speedy4864@aol.com agonzalez@iam1414.org Mjayne@iam1414.org smcgarry@nccrc.org cityworker@sfcwu.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 Kbasconciello@sfgov.org Ricardo.lopez@sfgov.org thomas.vitale@seiu1021.org Julie.Meyers@sfgov.org noah.frigault@sfgov.org jason.klumb@seiu1021.org

leah.berlanga@seiu1021.org Sandeep.lal@seiu1021.me sarah.wilson@seiu1021.org junko.laxamana@sfgov.org  
local200twu@sbcglobal.net rmarengo@twusf.org mdennis@twusf.org

# **Additional Attachment(s)**

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN AND FOR**  
**SERVICE EMPLOYEES INTERNATIONAL UNION**  
**LOCAL 1021**  
**AND**  
**THE CITY AND COUNTY OF SAN FRANCISCO**  
**JULY 1, 2022 – JUNE 30, 2024**

Ammunition Allowance for 8204 Institutional Police Officers Assigned to the Sheriff's Department

212. The City will provide an adequate amount of ammunition per month, as determined by the Sheriff, for each 8204 Institutional Police Officer assigned to the Sheriff's Department to practice in order to qualify. As of the execution of the Agreement, the Sheriff has determined that amount to be 100 rounds per month.

Protective Clothing

213. Employees assigned to work in the covered channels or on machinery located below the water line in the sedimentation or grit tanks of a sewage treatment plant shall be furnished with protective clothing, uniforms or work clothes and laundry connected with this employment without charge. Employees whose normal duties require them to work in the rain shall be provided with rain gear, including a coat, hat or hood, pants, and overshoes or rain boots.

Protective Clothing for 9220 Aviation Security Operations Supervisor and 9221 Airport Operations Supervisor

214. The City will provide one pair of safety boots and one high visibility jacket, as specified by the San Francisco International Airport, to each 9220 Aviation Security Operations Supervisor and 9221 Airport Operations Supervisor. The safety boots and high visibility jackets shall only be worn for work purposes.

Protective Vests for 8208 and 8210 Park Patrol Officers

215. If provided a protective vest by the City, an 8208 or 8210 Park Patrol Officer shall wear the protective vest while in uniform, unless directed otherwise by the employee's supervisor. Replacement of a protective vest shall be made upon its expiration date.

Uniforms for 7470 and 7270 Watershed Keeper/Supervisor

216. The San Francisco Public Utilities Commission shall provide four (4) short sleeve shirts, four (4) long sleeve shirts, four (4) pair pants, one (1) foul weather jacket, one (1) belt, two (2) coveralls, two (2) caps, one (1) key holder, one (1) rain jacket and one (1) rain hood and other items determined appropriate by the Appointing Officer or designee. Employees shall also receive one (1) pair of boots annually. In accordance with Department policy, employees shall either receive a voucher, request the purchase through a requisition, or submit receipts for reimbursement of up to Two Hundred dollars (\$200) for purchasing boots. Employee safety due to environmental extremes and remote duty locations shall be considered in the selection of the items listed.
217. The Department shall replace items according to each division's specifications and as authorized by the Appointing Officer or designee every twelve (12) months.
218. Any items determined by the Appointing Officer or designee to be damaged in the course of duty will be replaced and will not count towards the yearly replacement.



Recovery of Overpayment

549. Should recovery of overpayment of salary or wages be necessary, the Controller's PPSD will make every attempt to minimize the hardship for the employee.
550. The schedule of recovery of any overpayment shall be made by mutual agreement between the City and the employee.
551. In correcting all employee underpayment or nonpayment problems, the following timelines will be used to correct the most significant problems first:
1. No Payment on Pay Day for the Pay Period
552. Highest priority, full payment to be issued as quickly as possible, within four (4) hours if PPSD or departmental payroll division is notified before noon on payday or before noon on any subsequent day. If PPSD or departmental payroll division is notified after noon but before 4 p.m., the payment will be issued no later than noon on the following day.
2. Payment on Pay Day is 10% or More Short of Total Due for Pay Period
553. Second priority, correcting payment to be issued as quickly as possible, but no later than three (3) working days of report to payroll.
3. Payment on Pay Day is Less than 10% Short of Total Due for Pay Period
554. Third priority, correcting payment to be issued as quickly as possible, with a goal of within ten (10) working days of report to payroll.

Additional Payroll Procedures

555. Upon the request of the Union, the Director of the Controller's PPSD or (designee) agrees to meet with the Union to discuss matters related to the City's payroll procedures, including but not limited to, the creation of a fund for reimbursement of short payments, issuance of overtime, holiday, vacation, or final payments. Departmental representatives will be invited to participate if the Director of PPSD (or designee) deems it appropriate.

Maintenance and Charges

556. Charges and deductions for all maintenance, such as housing, meals, laundry, etc., furnished to and accepted by employees shall be made on time rolls and payrolls in accordance with the schedule of maintenance charges fixed and determined in the current Annual Salary Ordinance. Such charges will be fixed at their current rates for the term of this agreement.
557. No charge shall be made for meals furnished to cooks, bakers, dieticians, lunchroom helpers and other kitchen workers while on duty.

**R. JURY DUTY**

558. An employee shall be provided leave with pay on a work day when the employee is summoned and reports for jury duty, provided the employee gives prior notice of the summons to the supervisor.
559. Employees summoned to jury duty whose regular work assignments are swing, graveyard, or weekend shifts shall not be required to work those shifts when serving jury duty, provided the

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

Department: MUNICIPAL TRANSPORTATION AGENCYDept. Code: MTAType of Request:  Initial  Modification of an existing PSC (PSC # 48568 - 18/19)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: Garment Rental & Maintenance ServiceFunding Source: Operating BudgetPSC Original Approved Amount: \$4,000,000 PSC Original Approved Duration: 10/01/19 - 09/30/23 (4 years)PSC Mod#1 Amount: \$2,000,000 PSC Mod#1 Duration: 09/30/23-09/30/24 (1 year 1 day)PSC Cumulative Amount Proposed: \$6,000,000 PSC Cumulative Duration Proposed: 5 years 1 day**1. Description of Work**

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

Provide garment rental & maintenance for Municipal Transportation Agency staff that are required to perform their duties as per job description and Memorandum of Understanding

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

This service is common in the rental & maintenance for garments that have high usage throughout the life expectancy of the uniform(s)/garment(s). The consequences of denial would result in a Municipal Transportation Agency shut down and several grievances.

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

PCS 48568 18/19 approved 08/19/2019

## 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:

No

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

## A. Display all that apply

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

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

Explain the qualifying circumstances:

Ongoing service(s) required per Union Memorandum of Understanding

B. Reason for the request for modification:

Requested by Office of Contract Administration (OCA) to increase funding to current contract.

Contract it out of money and the current balance is \$100.28.

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

A. Specify required skills and/or expertise: To provide garment rental & Maintenance for San Francisco Municipal Transportation Agency employees – Maintenance Repair Unit: Car service unit, buses, truck, trolleys & trains; Fare Collections Unit; Parking Control, Parking Enforcement & Traffic Unit, and Station Agents Unit.

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

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: The contractor may provide lockers for safekeeping of garments.

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

There are no civil service classes related to the required 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: This type of service would not be in the best interest of the City to attempt to provide

**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 required on how to laundry garments

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

Per the Memorandum of Understanding of the bargaining units

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.

N/A

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, this CSC approved it 08/19/2019

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

No.

7. **Union Notification:** On 09/16/20, the Department notified the following employee organizations of this PSC/RFP request:  
all unions were notified

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

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

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 48568 - 18/19

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 09/24/2020

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: Garment Rental & Maintenance Service

Funding Source: Operating Budget

PSC Duration: 4 years

PSC Amount: \$4,000,000

**1. Description of Work**

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

Provide garment rental & maintenance for Municipal Transportation Agency staff that are required to perform their duties as per job description and Memorandum of Understanding

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

This service is common in the rental & maintenance for garments that have high usage throughout the life expectancy of the uniform(s)/garment(s). The consequences of denial would result in a Municipal Transportation Agency shut down and several grievances.

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

This service has been ongoing for several years under a contract administered by The Office of Contract Administration

D. Will the contract(s) be renewed?

Yes

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

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

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

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

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

B. Explain the qualifying circumstances:

Ongoing service(s) required per Union Memorandum of Understanding

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

- A. Specify required skills and/or expertise: To provide garment rental & Maintenance for San Francisco Municipal Transportation Agency employees – Maintenance Repair Unit: Car service unit, buses, truck, trolleys & trains; Fare Collections Unit; Parking Control, Parking Enforcement & Traffic Unit, and Station Agents Unit.
- B. Which, if any, civil service class(es) normally perform(s) this work? none
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: The contractor may provide lockers for safekeeping of garments.

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

This service is 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.  
There are no civil service classes related to the required 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. This type of service would not be in the best interest of the City to attempt to provide

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
No. No training is required on how to laundry garments
- C. Are there legal mandates requiring the use of contractual services?  
Yes. Per the Memorandum of Understanding of the bargaining units
- 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 04/18/2019, the Department notified the following employee organizations of this PSC/RFP request:**

all unions were notified

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

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

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 48568 - 18/19

DHR Analysis/Recommendation:

action date: 08/19/2019

Commission Approval Required

Approved by Civil Service Commission

08/19/2019 DHR Approved for 08/19/2019

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - TECHNOLOGY

Dept. Code: TIS

Type of Request:  Initial  Modification of an existing PSC (PSC # 45627 - 21/22)

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

Type of Service: ServiceNow Professional Services

Funding Source: General Fund

PSC Original Approved Amount: \$2,500,000 PSC Original Approved Duration: 05/01/22 - 04/30/31 (9 years 1 day)

PSC Mod#1 Amount: \$21,500,000 PSC Mod#1 Duration: 01/01/23-12/31/31 (35 weeks 1 hour)

PSC Cumulative Amount Proposed: \$24,000,000 PSC Cumulative Duration Proposed: 9 years 35 weeks

**1. Description of Work**

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

1. To provide professional services to implement and configure modules and processes within the City ServiceNow platform.

2. Attain a high level of user adoption

Prospective vendors shall provide project plan that would describe how they will guide Project execution. This should include clear outline of the project methodology and approach that will be used along with listing of all the assumptions the vendor makes in preparing the plan/proposal. Furthermore, to gain the full understanding of the overall scope of the project, if selected, prospective vendors are required to:

1. Develop Technical Requirements - Conduct/facilitate a Process Workshop to confirm business and technical requirements by analyzing the CCSF business processes and documenting functional requirements. This shall include business analysis and requirements definition, data migration analysis and planning, interface analysis and planning, functional design considerations, as well as training framework/training plan followed by defining the design approach for the functional requirements

2. Design and Develop Solution - Provide detailed designs, configuration of any identified gaps that were agreed to proceed, followed by building and configuring the solution. The proposed design must also be able to scale to meet CCSF's future needs in any of ServiceNow™ categories,

3. Conduct Unit, System and User Acceptance Testing - Provide test plan with use cases tracing back to business/functional requirements for testing, incorporating changes as required.

4. Training – Participate in knowledge transfer sessions and provide inputs into training plan.

5. Solution Implementation/Deployment – Perform dry-run activities, provide detailed deployment plan, preparing users to go live and going live with the solution.



6. Post Implementation Support – Monitoring system/application(s) performance and performing necessary action(s) to mitigate any observed, reported issues (showstoppers items) post deployment (deployment of emergency fixes).

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

The City does not have employees with technical expertise to configure and implement the catalog of modules offered by ServiceNow. City staff is expected to assume the low level configuration and maintenance, however, only ServiceNow engineers have access source codes to configure the software. Numerous City departments including the Airport, Public Utilities Commission and the Department of Health have invested in various ServiceNow platforms to fulfill their business needs and if this request is denied it could severely impact their ability to perform their responsibilities to serve the public.

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

Services have been provided in the past through earlier PSC request. See 45627 - 21/22

D. Will the contract(s) be renewed?

Yes, the City expects to renew agreement.

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 City does not have employees with technical expertise or knowledge to configure and implement the specific ServiceNow modules that City departments may want to deploy for their organization. While the City will receive knowledge transfer to conduct ongoing maintenance, it does not have technical expertise nor the software source codes to configure the catalog of modules from ServiceNow that City departments could implement. The Department of Technology will offer a fourth year and eight year report for the Civil Service Commission review.

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

A. Display all that apply

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

Explain the qualifying circumstances:

The City needs configuration services for the ServiceNow software since City employees do not have access to the source codes to configure the software.

B. Reason for the request for modification:

The request to increase the contract value is being made because of the anticipated departmental requests including the project requests that have already been made.

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

A. Specify required skills and/or expertise: The supplier is expected to demonstrate each of the following prerequisites: 1. Proven expertise and relevant experience in the following areas: a. Proven/verifiable experience successfully implementing a minimum of four (4) ServiceNow™ Applications Professional Package (or Enterprise Package) within the last three (3) years i. Two (2) customer references preferably in the public sector within the last three (3) years b. Proven experience implementing ServiceNow™ Applications for a State/Local Government (Public Sector) is a plus i. State/Local Government utilizing Oracle PeopleSoft systems a plus c. Demonstrate capability to: i. Deliver quality solutions to CCSF that are well designed and coordinated from conception through live production use ii. Perform effective periodic and ongoing knowledge transfer (joint development session with CCSF/DT project/technical staff) and training for; and change management and communications with the relevant constituents and users during the project and service periods as well as at the end of the contract iii. Provide effective project management from design through development, testing, deployment, and project completion for all Implementation based work. 2. Proven experience implementing ServiceNow™ modules 3. Data migration from 3rd parties' core and/or CCSF internally developed systems to ServiceNow™ platforms 4. Staffing plan with Project team composition and related experience – An organizational chart depicting project team - details to include: a)

Project team member names and individual's role and responsibilities on the project i. A minimum of two references for each named Key Project Personnel b) Project team members experience level implementing ServiceNow - highlighting any specific examples or custom roles the individual will have on this project i. Listings of completed projects that are comparable to this Project or required skills based on the person's assigned role/responsibility on this Project. Each project listed should include at a minimum the beginning and ending dates, client/company name for which the work was performed, client contact information for sponsoring Directors, Managers or equivalent position (name, phone number, email address, company name, etc.), project title, project description, and a detailed description of the person' role/responsibility on the project. c) All application, security, and industry certifications which detail the project team's ability to execute on our objectives d) Provide any service level agreements or expectation setting documents required for completion of this implementation e) A contingency plan that shows the ability to add more staff if needed to ensure meeting the project schedule/needs f) Statement indicating to what extent, if any, the Contractor Project Manager, or other Key Project Personnel may work on other projects or assignments unrelated to the CCSF Project during the term of the Contract/Service

- B. Which, if any, civil service class(es) normally perform(s) this work? 1044, IS Engineer-Principal;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

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

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 has built capacity for in house staff to complete low-level configuration services and ongoing maintenance, but City employees do not have access to the manufacturer's source code to configure the modules to fit the City's business needs.
- 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 classes exist but City employees do not have access to the source codes of the software to configure the 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.  
The vendor is expected to conduct no less than 40 hours of knowledge transfer sessions and provide inputs into training plan for each module configured and implemented for a City Department.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

**7. Union Notification:** On 09/14/22, 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: Jolie Gines Phone: 628 652 5074 Email: jolie.gines@sfgov.org

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

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 45627 - 21/22

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 10/17/2022

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

**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [jolie.gines@sfgov.org](mailto:jolie.gines@sfgov.org)  
**To:** [Gines, Jolie \(TIS\); Laxamana, Junko \(DBI\); WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; l21pscreview@ifpte21.org; DHR-PSCCoordinator, DHR \(HRD\)](mailto:Gines, Jolie (TIS); Laxamana, Junko (DBI); WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; l21pscreview@ifpte21.org; DHR-PSCCoordinator, DHR (HRD))  
**Subject:** Receipt of Modification Request to PSC # 45627 - 21/22 - MODIFICATIONS  
**Date:** Wednesday, September 14, 2022 10:55:38 AM

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PSC RECEIPT of Modification notification sent to Unions and DHR

The GENERAL SERVICES AGENCY - TECHNOLOGY -- TIS has submitted a modification request for a Personal Services Contract (PSC) for \$21,500,000 for services for the period January 1, 2023 – December 31, 2031. 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/19170>

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: GENERAL SERVICES AGENCY - TECHNOLOGY -- TIS

Dept. Code: TIS

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

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

Type of Service: ServiceNow Professional Services

Funding Source: General Fund

PSC Amount: \$2,500,000

PSC Est. Start Date: 05/01/2022

PSC Est. End Date  
04/30/2031

**1. Description of Work**

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

1. To provide professional services to implement and configure modules and processes within the City ServiceNow platform.

2. Attain a high level of user adoption

Prospective vendors shall provide project plan that would describe how they will guide Project execution. This should include clear outline of the project methodology and approach that will be used along with listing of all the assumptions the vendor makes in preparing the plan/proposal. Furthermore, to gain the full understanding of the overall scope of the project, if selected, prospective vendors are required to:

1. Develop Technical Requirements - Conduct/facilitate a Process Workshop to confirm business and technical requirements by analyzing the CCSF business processes and documenting functional requirements. This shall include business analysis and requirements definition, data migration analysis and planning, interface analysis and planning, functional design considerations, as well as training framework/training plan followed by defining the design approach for the functional requirements

2. Design and Develop Solution - Provide detailed designs, configuration of any identified gaps that were agreed to proceed, followed by building and configuring the solution. The proposed design must also be able to scale to meet CCSF's future needs in any of ServiceNow™ categories,

3. Conduct Unit, System and User Acceptance Testing - Provide test plan with use cases tracing back to business/functional requirements for testing, incorporating changes as required.

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6. Post Implementation Support – Monitoring system/application(s) performance and performing necessary action(s) to mitigate any observed, reported issues (showstoppers items) post deployment (deployment of emergency fixes).

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

The City does not have employees with technical expertise to configure and implement the catalog of modules offered by ServiceNow. City staff is expected to assume the low level configuration and maintenance, however, only ServiceNow engineers have access source codes to configure the software. Numerous City departments including the Airport, Public Utilities Commission and the Department of Health have invested in various ServiceNow platforms to fulfill their business needs and if this request is denied it could severely impact their ability to perform their responsibilities to serve the public.

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

The service was provided by the City's Technology Marketplace reseller who responded to individual solicitations offered by the individual departments.

D. Will the contract(s) be renewed?

Yes, the City expects to renew agreement.

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 City does not have employees with technical expertise or knowledge to configure and implement the specific ServiceNow modules that City departments may want to deploy for their organization. While the City will receive knowledge transfer to conduct ongoing maintenance, it does not have technical expertise nor the software source codes to configure the catalog of modules from ServiceNow that City departments could implement.

## 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 City needs configuration services for the ServiceNow software since City employees do not have access to the source codes to configure the software.



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

- A. Specify required skills and/or expertise: The supplier is expected to demonstrate each of the following pre-requisites: 1. Proven expertise and relevant experience in the following areas: a. Proven/verifiable experience successfully implementing a minimum of four (4) ServiceNow™ Applications Professional Package (or Enterprise Package) within the last three (3) years i. Two (2) customer references preferably in the public sector within the last three (3) years b. Proven experience implementing ServiceNow™ Applications for a State/Local Government (Public Sector) is a plus i. State/Local Government utilizing Oracle PeopleSoft systems a plus c. Demonstrate capability to: i. Deliver quality solutions to CCSF that are well designed and coordinated from conception through live production use ii. Perform effective periodic and ongoing knowledge transfer (joint development session with CCSF/DT project/technical staff) and training for; and change management and communications with the relevant constituents and users during the project and service periods as well as at the end of the contract iii. Provide effective project management from design through development, testing, deployment, and project completion for all Implementation based work. 2. Proven experience implementing ServiceNow™ modules 3. Data migration from 3rd parties' core and/or CCSF internally developed systems to ServiceNow™ platforms 4. Staffing plan with Project team composition and related experience – An organizational chart depicting project team - details to include: a) Project team member names and individual's role and responsibilities on the project i. A minimum of two references for each named Key Project Personnel b) Project team members experience level implementing ServiceNow - highlighting any specific examples or custom roles the individual will have on this project i. Listings of completed projects that are comparable to this Project or required skills based on the person's assigned role/responsibility on this Project. Each project listed should include at a minimum the beginning and ending dates, client/company name for which the work was performed, client contact information for sponsoring Directors, Managers or equivalent position (name, phone number, email address, company name, etc.), project title, project description, and a detailed description of the person' role/responsibility on the project. c) All application, security, and industry certifications which detail the project team's ability to execute on our objectives d) Provide any service level agreements or expectation setting documents required for completion of this implementation e) A contingency plan that shows the ability to add more staff if needed to ensure meeting the project schedule/needs f) Statement indicating to what extent, if any, the Contractor Project Manager, or other Key Project Personnel may work on other projects or assignments unrelated to the CCSF Project during the term of the Contract/Service
- B. Which, if any, civil service class(es) normally perform(s) this work? 1044, IS Engineer-Principal;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

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

The City has built capacity for in house staff to complete low-level configuration services and ongoing maintenance, but City employees do not have access to the manufacturer's source code to configure the modules to fit the City's business needs.

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

A. Explain why civil service classes are not applicable.

The City has built capacity for in house staff to complete low-level configuration services and ongoing maintenance, but City employees do not have access to the manufacturer's source code to configure the modules to fit the City's business needs.

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**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 vendor is expected to conduct no less than 40 hours of knowledge transfer sessions and provide inputs into training plan for each module configured and implemented for a City Department.

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

No.

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

No.

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

No.

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

No.

**7. Union Notification:** On 12/09/2021, the Department notified the following employee organizations of this PSC/RFP request:

Professional & Tech Engrs, Local 21

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

Name: Jolie Gines Phone: 628 652 5074 Email: jolie.gines@sfgov.org

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

\*\*\*\*\*

PSC# 45627 - 21/22

DHR Analysis/Recommendation:  
Commission Approval Required  
conditions

02/07/2022 DHR Approved for 02/07/2022

action date: 02/07/2022  
Approved by Civil Service Commission with