



London Breed
Mayor

Carol Isen
Human Resources Director

Date: June 16, 2023

To: The Honorable Civil Service Commission

Through: Carol Isen
Human Resources Director

From: Cynthia Avakian, AIR
Joan Lubamersky / Lynn Khaw, GSA
Esperanza Zapien / Johanna Gendelman, HSA
Amy Nuque, MTA
Shawndrea Hale / Daniel Kwon, PUC
Alexander Burns, DPW
Henry Gong, SHF
Vincent Lee, POL
Kelly Hiramoto, DPH

Subject: **Personal Services Contracts Approval Request**

This report contains twenty-three (23) personal services contracts (PSCs) in accordance with the revised Civil Service Commission (CSC) procedures for processing PSCs that became effective on November 5, 2014.

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

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

DHR has prepared the following cost summary for personal services contracts that have been processed through the Department of Human Resources Fiscal Year 23/24 to date:

Total of this Report	YTD Expedited Approvals FY2023-2024	Total for FY2023-2024
\$110,115,000	\$6,661,389	\$116,776,389

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POSTING FOR

July 03, 2023

PROPOSED PERSONAL SERVICES CONTRACTS – REGULAR

<u>PSC No</u>	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
41761 - 22/23	AIRPORT COMMISSION	\$6,000,000.00	Contractor will provide architectural and engineering support services for various capital and facilities improvement projects at San Francisco International Airport (Airport). The firms will assist with architectural scope development, feasibility and systems studies, design services and drawings, construction and technical specifications, project schedules, bid and construction administration services.	July 3, 2023	December 31, 2028	REGULAR
42246 - 22/23	AIRPORT COMMISSION	\$15,000,000.00	Contractor will provide exterior envelope and waterproofing consulting services for San Francisco International Airport (Airport) capital projects, including inspecting roof leaks and water intrusion in buildings across the Airport campus, evaluating the causes, determining the extent of water damage, proposing design solutions and reviewing details of remediation of exterior building envelopes. Contractor will also advise on future assessments of new and proposed building projects.	August 1, 2023	July 31, 2028	REGULAR
47120 - 22/23	AIRPORT COMMISSION	\$7,000,000.00	Contractor will provide as-needed electrical engineering and support services for the San Francisco International Airport's (Airport) electrical systems, telecommunication, and support with ongoing projects on the landside	July 3, 2023	December 31, 2028	REGULAR

<u>PSC No</u>	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			of the Airport. Airport expertise in these systems is needed to ensure proper and timely development and implementation of tasks. Some of these tasks include but are not limited to: designing electrical infrastructure including low and medium voltage systems, controls, life safety systems, telecommunications, access controls vehicle parking systems, electrical and energy storage solutions, programming, evaluations, value engineering, quality assurance/quality controls, studies, systems modifications, coordination, and construction support on related tasks, including support to comply with other requirements, in accordance with current local, state, and federal standards.			
<u>49527 - 22/23</u>	AIRPORT COMMISSION	\$4,000,000.00	The San Francisco International Airport (Airport) requires assistance to achieve sustainability goals related to reducing energy usage and carbon emissions, solid waste diversion, resource-efficient buildings that focus on human well-being, and water conservation. The services are expected to include specialized expertise for each of the goals with work including: 1) assisting with strategic planning to provide frameworks, roadmaps, and benchmarks for sustainability related projects with carbon emissions, fleet and building electrification implementation, operational standards, and resource recovery; 2) provide recommendation for policy development including guidelines for Airport operational and project standards that conforms to applicable regulations and/or legislation; 3) producing technical reports,	August 1, 2023	July 31, 2028	REGULAR

<u>PSC No</u>	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			metrics, and feasibility studies; 4) developing project schedules, cost estimates, and other cost models; 5) providing clean technology assessment and case studies; 6) environmental compliance; and 7) producing media campaigns and content for the public, airport workers, and airlines to promote sustainability.			
48513 - 22/23	GENERAL SERVICES AGENCY - CITY ADMIN	\$800,000.00	The City and County of San Francisco City Administrator's Office – Real Estate Division (RED) has approximately 38 emergency generators located at its critical facilities. Repair, maintenance, and testing of emergency generators is an integral part of maintaining optimal operational readiness in the event of an emergency. When these generators are inoperable due to mechanical issues or need repairs and basic maintenance, the City's mission to provide Emergency Operations Centers and continue supplying City services is compromised by any failure of this equipment.	July 1, 2023	June 30, 2028	REGULAR
41737 - 22/23	HUMAN SERVICES	\$2,000,000.00	Vendors provide reliable 19-hour, 7 days a week high-risk client transportation services to Department of Aging and Disability (DAS) and clients from Office of the Public Conservator (PC) clients needing transportation between facilities which provide various levels of care and/or legal proceedings. Clients include high risk clients needing specialized transportation skills. Clients may be mentally ill, substance abusers, the developmentally delayed, history of violence, physically disabled. Hours of	July 1, 2023	June 30, 2028	REGULAR

<u>PSC No</u>	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			operation are 7 am to 12 AM (midnight). Although DAS will attempt to contact vendors with at least 24 hours lead time, vendors shall provide transportation with less than 24 hours notice. Last call to vendor will be 11 PM. Vendor will notify DAS staff within 24 hours of the requested transportation service date and time if the requested service cannot be completed as scheduled.			
			See attached "Concise Description or Proposed Work"			
44956 - 22/23	MUNICIPAL TRANSPORTATION AGENCY	\$3,000,000.00	Establish a California Multiple Award Schedule (CMAS) to provide purchase and warranty of software, software maintenance as a product, and Information Technology (IT) consulting services. 1. Intelligent Transportation Systems Project Support - 2. IT Network Infrastructure Support 3. Data and Analytics Infrastructure Support 4. SharePoint Administration and Migration Support 5. Java / Middleware Engineer Support 6. Salesforce Development and Administration Support	August 1, 2023	July 31, 2026	REGULAR
42981 - 22/23	PUBLIC UTILITIES COMMISSION	\$2,500,000.00	This contract entails the removal of water treatment sludge or residuals from SFPUC's two water treatment plants Harry Tracy and Sunol Valley water treatment plants (HTWTP and SVWTP). The contract provides for removal, hauling, and disposal and/or recycling of alum and ferric sludge (residuals) from the two plants. Approximately 2,000 tons	December 15, 2023	December 14, 2030	REGULAR

<u>PSC No</u>	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			of sludge is anticipated from SVWTP annually and approximately 250 tons of sludge is anticipated from HTWTP annually. Sludge removal from SVWTP is expected to be done twice a year from the plant's lagoons. Harry Tracy uses a dewatering process at the treatment plant and the dewatered ferric chloride sludge removal will be done throughout the year, with an estimated average of one load every two weeks. Removal may be required on holidays and weekends based on the amount of residuals generated in the peak winter season, which may result in a removal of two to three loads per week.			
<u>44299 - 22/23</u>	PUBLIC UTILITIES COMMISSION	\$9,000,000.00	The work will require architectural, civil, structural, electrical, mechanical, process and other specialized engineering services in the planning, design, and engineering support during construction, for new conveyance and groundwater treatment facilities. The purpose of the project is to improve the performance and reliability of wells and facilities constructed under the Regional Groundwater Storage and Recovery Project in order to optimize the use of the groundwater supply in the South Westside Basin during dry years. The project will identify, design, and construct long-term improvements which may include a combination of retrofits or additions to the existing decentralized well pumping and treatment facilities and/or the construction of new centralized treatment and distribution facilities. An optional task is included to provide engineering support for projects related to the other Westside Groundwater	May 1, 2024	April 30, 2032	REGULAR

<u>PSC No</u>	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			Basin facilities, including South Sunset Well, West Sunset Well, and Golden Gate Central Well.			
<u>46339 - 22/23</u>	PUBLIC UTILITIES COMMISSION	\$975,000.00	<p>Consultant will provide expert advice, analysis, and assistance on planning for electric utility customer growth and expansion of owned electrical assets.</p> <p>Work products may include, but are not limited to the following: peer review of staff analyses, providing briefings and/or presentations, creating an actionable transition and growth implementation plan, and developing an organizational structure redesign plan</p>	December 31, 2023	December 31, 2028	REGULAR
<u>47742 - 22/23</u>	PUBLIC UTILITIES COMMISSION	\$1,100,000.00	<p>Take before and after sample of fuel from bottom of each tank before and after each filtering process and provide both samples from each location to customer within 5 business days. Removal and filtration of fuel through no less than 5 micron or less filters to filter out water, sludge, microbial and fungal growth from the fuel and return it back to the tank it was removed from. Before and after physical samples of the fuel are taken and sent to a laboratory for analysis with a resulting report sent back to indicate the physical properties and condition of the fuel after all of the processes have been completed. Remove, manifest , haul and dispose of all contaminated water, filters and hazardous waste in a legal manner per federal, state, county and city laws and ordinances.</p>	July 15, 2023	January 1, 2031	REGULAR

<u>PSC No</u>	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
45014 - 22/23	GENERAL SERVICES AGENCY - PUBLIC WORKS	\$185,000.00	The consultant shall provide consulting, training and coaching services for organizational development and change management to San Francisco Public Works staff, with the main purpose to be in alignment with the Malcom Baldrige Excellence Framework. Services may include the following areas: (a) development and deployment of strategic plan(s); (b) development and implementation of a training plan for a process improvement program based on the Lean Six Sigma methodology and the Baldrige Framework; (c) consulting, coaching, and training to staff to design, assess, and improve processes and metrics of Public Works services; (d) training and coaching on the Baldrige Framework and best practices; and (e) development of a department's assessment with the goal of improving our organizational development and performance management.	July 3, 2023	December 31, 2028	REGULAR
42792 - 22/23	SHERIFF	\$510,000.00	<p>he Sheriff's Office is proposing to enter into a 3-year agreement with Contractor to continue maintenance and annual subscription to their policy and training management solution.</p> <p>Contract ID 1000008809 was awarded to Contractor following a formal solicitation (Sourcing Event #0000000322) issued on October 31, 2017. The awarded Contractor analyzed the Sheriff's Office policies, procedures, practices, culture, and training manuals for the three respective divisions of the SFSO; Administration and Programs, Field Operations, and Custody Operation. The</p>	August 1, 2023	July 31, 2026	REGULAR

<u>PSC No</u>	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			<p>Contractor worked collaboratively with SFSO to update polices and procedures consistent with emerging best practices and changes in case law, new legislation and statues. The Contractor then implemented a comprehensive policy management and training system that allows electronic modifications to policy manuals via Contractor's Knowledge Management System (KMS) for streamlining the approval and acknowledgement of updated policies and procedures. The policies are consolidated onto the KMS Platform accessible from multiple electronic locations/devices, easily searchable by keyword, with consistent structure, terminology and formatting across polices.</p> <p>The annual maintenance and subscription will provide continuous updates. The Contractor's California legal and content development team will continuously monitor for new legislative bills, statues and case laws on the state and federal levels that directly impact SFSO policy content. The KMS send update notifications to SFSO users via the KMS online platform and mobile app. Their update management services include editing and formatting content to match the policy manual's structure and deconflicting policies and updates with other content in the SFSO manuals. The KMS tracks SFSO staff acknowledgement of training and produce reports by deputy, Daily Training Bulletin and/or topics.</p>			
<u>46371 - 22/23</u>	POLICE	\$630,000.00	The contractor will provide maintenance and support of the San Francisco Police Department's (SFPD) Body Worn Camera	June 1, 2023	May 30, 2024	REGULAR

<u>PSC No</u>	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			(BWC) System, a law enforcement video data infrastructure with 2200 deployed units. Contracting staff will maintain and support the BWC eco-system of cameras, charging stations, fiber ring network, Azure cloud for evidence, evidence management through the portal and user/device management, desktop and mobile applications for uploading/tagging of metadata, and integrations with Computer Aided Dispatch for Records Management System.			

TOTAL AMOUNT \$52,700,000

POSTING FOR

July 03, 2023

PROPOSED PERSONAL SERVICES CONTRACTS – Modifications

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
4115 09 - 10 - MODIFICATIONS	July 3, 2023	MUNICIPAL TRANSPORTATION AGENCY -- MTA	\$0	\$42,294,319	The Phase 2, Central Subway Project consultant will provide engineering services for all of the project system components and construction services as follows: Contract design management; Verify/validate existing preliminary engineering design; Verify cost and schedule; Part A - Perform all engineering work required including the surface segment from the tunnel portal south to the interface with the T-Line at 4th and King St. including all system-wide elements in order to make CS operational. Part 8 - Perform all engineering work required for the Central Control and Communications upgrade program including the implementation of a primary and secondary Operations Control Center and upgrades to the existing legacy systems. Provide engineering support during construction; Provide as-needed engineering support during construction review and respond to technical submittals from contractors; Perform field visits and observations to verify design compliance and/or assist in resolving issues; Witness	05/01/2025	07/01/2025	REGULAR

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					and approve factory testing of manufactured equipment and materials; Assemble operations and maintenance manuals; Prepare conformed plans and specifications upon contract completion; Implement the quality assurance/quality control program.			
48177 - 14/15 - MODIFICATIONS	July 3, 2023	MUNICIPAL TRANSPORTATION AGENCY -- MTA	\$0	\$12,000,000	The San Francisco Municipal Transportation Agency (SFMTA) requires the services of a contractor to perform all duties pertaining to the SFMTA's automated photo enforcement system. Duties include, but are not limited to the following: maintain the system (hardware and software); issue and process citations for red light and illegal turn violations; provide court evidence packages; provide expert witness testimony pertaining to the system; train SF Police Department employees on the system's functions; provide regular reports on the system to the SFMTA; and provide a secure internet site for violators to obtain information on their violation.	07/01/2023	11/06/2028	REGULAR
31866 - 20/21 - MODIFICATIONS	July 3, 2023	PUBLIC HEALTH -- DPH	\$600,000	\$2,600,000	Services are for on-site collection, consolidation, sorting and compacting of trash and recycling at Zuckerberg San Francisco General Hospital (ZSFGH).	07/01/2023	06/30/2026	REGULAR
40417 - 18/19 - MODIFICATIONS	July 3, 2023	PUBLIC HEALTH -- DPH	\$3,500,000	\$6,000,000	Healthcare reform has led to the Department's need for specialized, limited-	07/01/2023	06/30/2028	REGULAR

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					term projects. The contractor will provide intermittent, as-needed project management and technical services program support for specialized, limited-term projects and Department programs, focusing on new and existing information technology projects, facilities re-programming, and municipal bond/capital planning projects and initiatives.			
45316 - 21/22 - MODIFICATIONS	July 3, 2023	PUBLIC HEALTH -- DPH	\$2,000,000	\$2,198,000	The Contractor will augment the Department's search and recruitment of qualified candidates for executive level and senior management positions at the Department of Public Health, due to anticipated retirements, organizational changes, and vacancies.	10/01/2023	12/31/2025	REGULAR
49607 - 15/16 - MODIFICATIONS	July 3, 2023	PUBLIC HEALTH -- DPH	\$50,000,000	\$75,000,000	Contractor(s) will be professional consultants who may provide services requiring broad and deep expertise in specialized areas, providing assistance to the Department as needed in areas such as assessment, evaluation, planning, grant writing, media development, and/or technical assistance services to support the planning, evaluation, promotion, and grant development needs of Department Primary Care and Prevention programs, including assistance in compliance with federal, State and local requirements. Contractor(s) will evaluate findings, assess and evaluate findings, provide technical	08/08/2023	07/31/2028	REGULAR

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					reports, develop media promotion projects, develop grants, and provide expert technical assistance as required. Training services may include providing specialized courses or modules related to racial and cultural humility.			
49932 - 21/22 - MODIFICATIONS	July 3, 2023	PUBLIC HEALTH -- DPH	\$650,000	\$1,000,000	The contractor will provide urgent kitchen equipment repair services within a 4-hour window 24/7/365 for the food production kitchen, 13 satellite kitchens at Laguna Honda Hospital (LHH), and Production Kitchen at Zuckerberg San Francisco General Hospital (ZSFGH). Examples of kitchen equipment that may need repair services are not limited but include some of the following equipment: blast chiller, walk-in coolers, walk-in freezers, ice machine, warmers, air-curtain refrigerators, tray-line/service line, ovens, convection ovens, toasters, plate warmers, braziers, vertical choppers, mixers, stoves, griddles, grills, steamers, kettles, slicers, dishwashers, and steamtables. Appendix A and B lists the equipment for which the City and County of San Francisco wishes to purchase a urgent repair services contract. The contractor will be responsible for as-needed urgent repairs, per manufacturer recommendations, by performing necessary assessments, tests, and maintenance work that is typically not required of City employees, with	08/08/2023	08/31/2028	REGULAR

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					<p>appropriately certified staff. This includes responsibility for conducting an inspection of failed kitchen equipment; recording all findings in accordance with the format specified by the Department; and ordering any required replacement parts. The contractor shall provide all necessary labor, material, supplies, supervision that will maintain all covered equipment in prime operating condition, consistent with manufacturer's recommendations. This includes repairing any failure of magnitude, using original equipment manufacturer (OEM) procedures and guidelines. OEM parts and OEM recommended oils, seal, gaskets, supplies, etc. Food and Nutrition Services and the ZSFGH and/or LHH Facilities staff will determine when urgent repairs are scheduled. Major repairs discovered during urgent repair services must be noted and relayed to the Food and Nutrition Services and Facilities to determine if repair or replacement is most appropriate. The Food and Nutrition Services and Facilities reserved the right to call meetings with contractor to discuss concerns regarding equipment repairs, reporting, and updates. Monthly written summary reports of all work must include equipment worked on, job performed,</p>			

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					completion dates, and anticipation dates of work in progress.			
43603 - 22/23 - MODIFICATIONS	July 3, 2023	GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW	\$150,000	\$300,000	<p>Support the Operations division of SF Public Works in implementing the action items from the SF Public Works Racial Equity Action Plan, Phase One (2021) by 1) developing and supporting a racial equity working group of about 15 frontline staff from Operations; 2) supporting the Operations Racial Equity Working Group in developing policy, procedures and communications recommendations to further racial equity in Operations' workplaces; leading racial equity trainings at Operations for the Working Group and other key staff.</p> <p>Scope Change: Public Works would like to hire a consultant to provide racial equity and organizational development trainings and facilitation to help its team members at 49 South Van Ness, which houses staff from three of its divisions (Building Design Construction, Infrastructure Design Construction and Finance/Administration) have essential conversations about racial equity and implement racial equity action items. (The previous scope of work only included staff from our Operations division.) Work will be based on the implementation of the department's Racial</p>	05/11/2023	04/01/2026	REGULAR

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					Equity Action Plan, Phase One. The scope of work includes: 1) Offer a series of racial equity trainings that help participants integrate the new knowledge and skills. Topics to include, but are not limited to racial equity fundamentals, privilege, white supremacy culture, bias and microaggressions. 2) Support a mentoring for racial equity program through trainings that bring a racial equity lens to skill-building workshops in such topics as leadership development, facilitation, teambuilding, courageous conversations and microaggressions. 3) Facilitate pilot affinity groups based on racial identity.			
40456 - 18/19 - MODIFICATIONS	July 3, 2023	POLICE -- POL	\$515,000	\$1,040,000	The San Francisco Police Department (SFPD) requires a contractor to provide as-needed court reporting and transcription services for Police Commission disciplinary hearings. Work will be performed at: (1) Police Headquarters during the day (2) City Hall in the evening, and (3) in Oakland at the Office of Administrative Hearings during the day. Other duties will include, but will not be limited to, providing legal transcriptions from interviews performed by SFPD 's Internal Affairs Divisions and other SFPD Investigative Units.	07/01/2023	06/30/2026	REGULAR

TOTAL AMOUNT \$57,415,000

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

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION -- AIR

Dept. Code: AIR

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

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

Type of Service: As-Needed Architectural and Engineering Support Services

Funding Source: Airport Capital and Operating Funds

PSC Amount: \$6,000,000

PSC Est. Start Date: 07/03/2023

PSC Est. End Date 12/31/2028

1. Description of Work

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

Contractor will provide architectural and engineering support services for various capital and facilities improvement projects at San Francisco International Airport (Airport). The firms will assist with architectural scope development, feasibility and systems studies, design services and drawings, construction and technical specifications, project schedules, bid and construction administration services.

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

The Airport requires upgrades of its facilities and renovations of the passenger terminals to improve operational efficiency, safety/security, and meet forecasted demand. Denial will cause project delays, which will affect customer service, delay the implementation of Transportation Security Administration security measures, and result in lost revenues.

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

This service was provided previously through PSC 44422-13/14.

D. Will the contract(s) be renewed?

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

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

The requested duration covers the anticipated term of the resulting contracts.

2. Reason(s) for the Request

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

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

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

B. Explain the qualifying circumstances:

Contractor will provide specialized architectural and/or engineering services for Airport projects on an as-needed basis.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: The work requires experience in Airport projects and specific expertise in airport development, design, remodel and other specialized architectural and engineering services which include cost estimating and value engineering studies, hazardous materials investigation and reports, life cycle cost analysis, acoustical analysis and studies, lighting analysis, Americans with Disabilities Act compliance, code assessment and compliance reports, energy and sustainability studies, compliance and

modeling, Leadership in Energy and Environmental design, furniture specifications, procurement documents, environmental graphics and signage studies.

B. Which, if any, civil service class(es) normally perform(s) this work? 5201, Junior Engineer; 5203, Asst Engr; 5207, Assoc Engineer; 5211, Eng/Arch/Landscape Arch Sr; 5241, Engineer; 5260, Architectural Assistant 1; 5261, Architectural Assistant 2; 5265, Architectural Associate 1; 5266, Architectural Associate 2; 5268, Architect; 5364, Engineering Associate 1;

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

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

The Airport will give first right of refusal to other City Departments.

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

A. Explain why civil service classes are not applicable.

Existing architectural and engineering classifications do not have the required expertise and specialized skills related to airport terminal, boarding areas, concessions, and airport special systems. Contractor staff will be supervised by City project managers with the appropriate expertise in managing airport asset development and construction.

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 intermittent need for these services do not support permanent staffing.

6. Additional Information

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
No. No training is anticipated at this time due to the specialized and as-needed nature of the services.

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

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

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

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

7. Union Notification: On 05/08/2023, the Department notified the following employee organizations of this PSC/RFP request:
Architect & Engineers, Local 21; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21

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

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

Address: PO Box 8097 San Francisco, CA 94128

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 41761 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 07/03/2023

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of cynthia.avakian@flysfso.com
To: [Cynthia Avakian \(AIR\)](mailto:Cynthia.Avakian@AIR); [Laxamana, Junko \(DBI\)](mailto:Laxamana,Junko@DBI); amakayan@ifpte21.org; ewallace@ifpte21.org; ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; l21pscreview@ifpte21.org; [Sung Kim \(AIR\)](mailto:Sung.Kim@AIR); [DHR-PSCCoordinator, DHR \(HRD\)](mailto:DHR-PSCCoordinator,DHR@HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 41761 - 22/23
Date: Monday, May 8, 2023 5:31:43 PM

RECEIPT for Union Notification for PSC 41761 - 22/23 more than \$100k

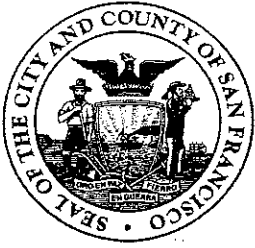
The AIRPORT COMMISSION -- AIR has submitted a request for a Personal Services Contract (PSC) 41761 - 22/23 for \$6,000,000 for Initial Request services for the period 07/03/2023 – 12/31/2028. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/20282> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT

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

Additional Attachment(s)



CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE
MAYOR

Sent Via Electronic Mail

September 22, 2017

KATE FAVETTI
PRESIDENT

F. X. CROWLEY
VICE PRESIDENT

DOUGLAS S. CHAN
COMMISSIONER

SCOTT R. HELDFOND
COMMISSIONER

GINA M. ROCCANOVA
COMMISSIONER

NOTICE OF CIVIL SERVICE COMMISSION ACTION

SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACTS NUMBERS 40235-16/17; 49270-16/17; 43357-17/18; 42644-16/17; 39429-17/18; 47634-17/18; 41798-17/18; 42982-17/18; 46757-17/18; 49092-17/18; 49736-16/17; 41249-17/18; 4026-09/10; 44422-13/14; 300003-16/17; AND 4063-13/14.

At its meeting on **September 18, 2017** the Civil Service Commission had for its consideration the above matter.

The Commission took the following actions:

1. Approved PSC #47634-17/18 with the condition that the department works with the Executive Officer to clarify the specific funding source.
2. Approved PSC #42982-17/18 with the condition that the department amends 6B on the PSC Form 1 and provide information on the knowledge transfer and training that will be provided to City employees.
3. Approved PSC #49736-16/17 with the condition the department report back in two (2) years before the contract expires to provide an update on this PSC.
4. Adopted the report. Approved the remaining requests for proposed Personal Services Contracts and notified the Office of the Controller and the Office of Contract Administration.

If this matter is subject to Code of Civil Procedure (CCP) Section 1094.5, the time within which judicial review must be sought is set forth in CCP Section 1094.

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

CIVIL SERVICE COMMISSION



MICHAEL L. BROWN
Executive Officer

Attachments

Cc: Cynthia Avakian, Airport
David Bui, Department of Public Works
Kris Damalas, Economic and Workforce Development
Rod Goree, Municipal Transportation Agency
Chanda Ikeda, Department of Human Resources
Shamica Jackson, Public Utilities Commission
Nataliya Kuzina, Elections
Stacey Lo, Public Utilities Commission
Joan Lubamersky, General Services Agency
Robbie Wilson, Juvenile Probation
Commission File
Chron

Published on *Personal Services Request Database* (<http://apps.sfgov.org/dhrdrupal>)

Home >

Posting For September 18, 2017

Proposed Modifications to Personal Services Contracts

Commission Hearing Date

2017-09-18

APPLY

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
4026-09/10 - MODIFICATIONS	September 18, 2017	AIRPORT COMMISSION -- AIR	\$0	\$2,250,000	Airport consulting services for: concession development; evaluation of Airport's aesthetic design and analysis of options for hotel development on Airport property retail master programming.	03/01/2017	06/30/2021	REGULAR
44422 13/14 - MODIFICATIONS	September 18, 2017	AIRPORT COMMISSION -- AIR	\$10,000,000	\$22,000,000	Contractor will provide architectural and engineering support services for facilities improvements at San Francisco International Airport (SFO), including but not limited to maintenance tasks in the schematic, design, development, and construction support phases. Contractor will be required to work on time sensitive tasks initiated through the Design, Construction and Technology Division's Help Requests as approved by the Airport Deputy Director. A Contractor with airport expertise is needed to ensure proper and timely development and implementation of tasks.	09/18/2017	06/30/2023	REGULAR
30003 - 16/17 - MODIFICATIONS	September 18, 2017	ECONOMIC AND WORKFORCE DEVELOPMENT -- ECN	\$225,000	\$300,000	The work consists of check printing services for the Legacy Business Program that will enable the secure and accurate printing and delivery of checks to grantees. Grantees shall include businesses on the Legacy Business Registry (http://sfosb.org/legacy-business/registry) or their landlords who are receiving Business Assistance Grants, Rent Stabilization Grants and other grants through grant programs organized by the Office of Small Business	11/01/2017	06/30/2021	REGULAR
4063-13/14 - MODIFICATIONS	September 18, 2017	HUMAN RESOURCES -- HRD	\$3,500,000	\$7,500,000	Provide Workers' Compensation medical bill review, utilization review, and medical case management services on a case-by-case basis for the City & County of San Francisco self-Insured Workers' Compensation program.	05/01/2018	06/30/2021	REGULAR
44181 - 15/16 - MODIFICATIONS	September 18, 2017	PUBLIC HEALTH -- DPH	\$1,500,000	\$2,500,000	The contractor will perform coding and abstracting of Inpatient accounts using International Classification of Diseases, Tenth Revision-Clinical Modification (ICD-10-CM) and International Classification of Diseases, Tenth Revision-Procedure Coding System ICD-10-PCS) classification systems and Diagnosis-Related Group (DRG) expertise; assign codes for diagnoses, treatments, and procedures according to the appropriate classification system for complex inpatient encounters; follow Center for Medicare and Medicaid Services (CMS)/American Health Information Management Association (AHIMA) coding	09/01/2017	06/30/2019	REGULAR

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION -- AIR

Dept. Code: AIR

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

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

Type of Service: Exterior Envelope and Waterproofing Consulting Services

Funding Source: Airport Capital Funds

PSC Amount: \$15,000,000

PSC Est. Start Date: 08/01/2023

PSC Est. End Date 07/31/2028

1. Description of Work

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

Contractor will provide exterior envelope and waterproofing consulting services for San Francisco International Airport (Airport) capital projects, including inspecting roof leaks and water intrusion in buildings across the Airport campus, evaluating the causes, determining the extent of water damage, proposing design solutions and reviewing details of remediation of exterior building envelopes. Contractor will also advise on future assessments of new and proposed building projects.

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

The Airport is working to address aging facilities and infrastructure, and this service is needed to increase the safety of the aging facilities as well as providing assessments of new building projects. If this request is denied, consequences would include further water intrusion of existing facilities and water damage at various locations which may create potential safety issues such as mold growth and/or poor air quality, and impact airport operations.

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

This service was provided in the past under PSC 42680-17/18.

D. Will the contract(s) be renewed?

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

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

The requested duration covers the anticipated term of the resulting agreements.

2. Reason(s) for the Request

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

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

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

B. Explain the qualifying circumstances:

These specialized services are required to support various Airport projects on an as-needed and intermittent basis.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: This serviced requires expertise in evaluating physical components of building envelope systems, providing solutions for correcting existing conditions, reviewing and/or developing drawings and technical specifications. Additional skills required include ability to determine: 1) effectiveness

of the existing building components including foundation, roof, walls, doors, windows, air and moisture barriers; 2) how these components impact the efficiency and durability of the building(s); and 3) waterproofing solutions above and below grade.

B. Which, if any, civil service class(es) normally perform(s) this work? 5211, Eng/Arch/Landscape Arch Sr; 5218, Structural Engineer; 5219, Senior Structural Engineer; 5241, Engineer; 5265, Architectural Associate 1; 5266, Architectural Associate 2; 5268, Architect; 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 Airport will give first right of refusal to other City Departments.

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

A. Explain why civil service classes are not applicable.

This service is required on an intermittent basis, and requires specialized skills and knowledge regarding exterior building envelopes that is beyond the scope of traditional engineering and architecture classifications. In-house architecture and engineering staff will manage the 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, this specialized service is required on an as-needed, per project basis.

6. Additional Information

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
No. No formal training is anticipated due to the specialized and intermittent nature of this work.

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

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

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

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

7. Union Notification: On 05/08/2023, the Department notified the following employee organizations of this PSC/RFP request:
Architect & Engineers, Local 21; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21

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

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

Address: PO Box 8097 San Francisco, CA 94128

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 42246 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 07/03/2023

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of cynthia.avakian@flysfo.com
To: [Cynthia Avakian \(AIR\)](#); [Laxamana, Junko \(DBI\)](#); amakayan@ifpte21.org; ewallace@ifpte21.org; ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; l21pscreview@ifpte21.org; [Sung Kim \(AIR\)](#); [DHR-PSCCoordinator, DHR \(HRD\)](#)
Subject: Receipt of Notice for new PCS over \$100K PSC # 42246 - 22/23
Date: Monday, May 8, 2023 5:43:28 PM

RECEIPT for Union Notification for PSC 42246 - 22/23 more than \$100k

The AIRPORT COMMISSION -- AIR has submitted a request for a Personal Services Contract (PSC) 42246 - 22/23 for \$15,000,000 for Initial Request services for the period 08/01/2023 – 07/31/2028. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/20261> 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: AIRPORT COMMISSION

Dept. Code: AIR

Type of Request: Initial Modification of an existing PSC (PSC # 42680 - 17/18)

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

Type of Service: As-Needed Exterior Envelope and Waterproofing Consulting Services

Funding Source: Airport Operating and Capital Funds

PSC Original Approved Amount: \$2,000,000 PSC Original Approved Duration: 08/20/18 - 08/19/23 (5 years)

PSC Mod#1 Amount: \$1,000,000 PSC Mod#1 Duration: 08/19/23-08/19/24 (1 year 1 day)

PSC Cumulative Amount Proposed: \$3,000,000 PSC Cumulative Duration Proposed: 6 years 1 day

1. Description of Work

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

The consultant will provide as-needed exterior envelope and waterproofing consulting services to several capital projects. San Francisco International Airport (SFO or Airport) staff receives numerous requests to fix roof leaks and water intrusion issues in buildings across the Airport campus. The consultant would support Airport staff in inspecting the affected buildings and evaluate the causes, determine the extent of water damage, propose design solutions and review details of remediation of exterior building envelopes. The consultant will also advise on future assessments of new and proposed building projects.

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

The Airport is working to address aging facilities and infrastructure. This consultant would be used to increase the safety of the aging facilities and would advise on the assessment of proposed building projects.

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

Yes

D. Will the contract(s) be renewed?

Yes, if there continues to be need for this service in the future.

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

Requested term to match term of the agreement.

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 services is needed on an as-needed basis, as leaks are discovered and as new project plans are developed.

B. Reason for the request for modification:

Need to add time and money

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: The consultant will have expertise in evaluating physical components of building envelope systems, provide solutions for correcting existing conditions, and review drawings and technical specifications. The consultant will have skills to determine: 1) effectiveness of the existing building components including foundation, roof, walls, doors, windows, air and moisture barriers; 2) how these components impact the efficiency and durability of the building(s); and 3) waterproofing solutions above and below grade.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5211, Eng/Arch/Landscape Arch Sr; 5218, Structural Engineer; 5219, Senior Structural Engineer; 5241, Engineer; 5266, Architectural Associate 2; 5268, Architect; 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?

Not Applicable

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

- A. Explain why civil service classes are not applicable.
This is a specialized skill. Traditional engineering and architecture classifications do not provide specialty training focused on the exterior building envelope. In-house architecture and engineering staff will manage the consultants and work closely with the consultants to gain knowledge and experience evaluating waterproofing systems and exterior envelope performance.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No, because the work is on an as-needed basis and the intermittent nature of the work would not support a full-time position.

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.
Wiss, Janney, Elstner Associates, Inc.

**7. Union Notification: On 04/04/23, the Department notified the following employee organizations of this PSC/RFP request:
Professional & Tech Engrs, Local 21;**

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

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 42680 - 17/18

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 04/12/2023

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION -- AIR

Dept. Code: AIR

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

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

Type of Service: As-Needed Exterior Envelope and Waterproofing Consulting Services

Funding Source: Airport Operating and Capital Funds

PSC Amount: \$2,000,000

PSC Est. Start Date: 08/20/2018

PSC Est. End Date 08/19/2023

1. Description of Work

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

The consultant will provide as-needed exterior envelope and waterproofing consulting services to several capital projects. San Francisco International Airport (SFO or Airport) staff receives numerous requests to fix roof leaks and water intrusion issues in buildings across the Airport campus. The consultant would support Airport staff in inspecting the affected buildings and evaluate the causes, determine the extent of water damage, propose design solutions and review details of remediation of exterior building envelopes. The consultant will also advise on future assessments of new and proposed building projects.

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

The Airport is working to address aging facilities and infrastructure. This consultant would be used to increase the safety of the aging facilities and would advise on the assessment of proposed building projects.

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

This is a new service.

D. Will the contract(s) be renewed?

Yes, if there continues to be need for this service in the future.

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

The requested duration covers the anticipated term of the resulting 4 year contract and additional time in preparation for any unforeseen delays for the start of the contract.

2. Reason(s) for the Request

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

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

B. Explain the qualifying circumstances:

The services is needed on an as-needed basis, as leaks are discovered and as new project plans are developed.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: The consultant will have expertise in evaluating physical components of building envelope systems, provide solutions for correcting existing conditions, and review drawings and technical specifications. The consultant will have skills to determine: 1) effectiveness of the existing building components including foundation, roof, walls, doors, windows, air and moisture barriers; 2) how these components impact the efficiency and durability of the building(s); and 3) waterproofing solutions above and below grade.

B. Which, if any, civil service class(es) normally perform(s) this work? 5211, Eng/Arch/Landscape Arch Sr; 5218, Structural Engineer; 5219, Senior Structural Engineer; 5241, Engineer; 5266, Architectural Associate 2; 5268, Architect; 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?

On May 1, 2018, a notice of intent was sent to the City departments. Department of Public Works declined this specialized service.

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

A. Explain why civil service classes are not applicable.

This is a specialized skill. Traditional engineering and architecture classifications do not provide specialty training focused on the exterior building envelope. In-house architecture and engineering staff will manage the consultants and work closely with the consultants to gain knowledge and experience evaluating waterproofing systems and exterior envelope performance.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, because the work is on an as-needed basis and the intermittent nature of the work would not support a full-time position.

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 formal training will be provided. City engineers would gain experience working alongside the consultant.

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 06/25/2018, the Department notified the following employee organizations of this PSC/RFP request:
Professional & Tech Engrs, Local 21

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

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 42680 - 17/18

DHR Analysis/Recommendation:

action date: 09/17/2018

Commission Approval Required

Approved by Civil Service Commission

09/17/2018 DHR Approved for 09/17/2018

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION -- AIR

Dept. Code: AIR

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

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

Type of Service: As-Needed Electrical Engineering Design Services

Funding Source: Airport Capital/Operating/Grant Funds

PSC Amount: \$7,000,000

PSC Est. Start Date: 07/03/2023

PSC Est. End Date 12/31/2028

1. Description of Work

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

Contractor will provide as-needed electrical engineering and support services for the San Francisco International Airport's (Airport) electrical systems, telecommunication, and support with ongoing projects on the landside of the Airport. Airport expertise in these systems is needed to ensure proper and timely development and implementation of tasks. Some of these tasks include but are not limited to: designing electrical infrastructure including low and medium voltage systems, controls, life safety systems, telecommunications, access controls vehicle parking systems, electrical and energy storage solutions, programming, evaluations, value engineering, quality assurance/quality controls, studies, systems modifications, coordination, and construction support on related tasks, including support to comply with other requirements, in accordance with current local, state, and federal standards.

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

Along with aging infrastructure, the Airport is projecting a strong passenger growth approaching pre-pandemic levels, both of which require the Airport to plan and implement projects to maintain and improve its system resilience to meet future demand. Denial of these services could cause project delays during peak workload periods, which will affect customer services and result in lost revenues for the Airport.

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

Similar as needed engineering support services were previously approved through PSC No. 44655-13/14.

D. Will the contract(s) be renewed?

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

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

The term corresponds to the anticipated duration of the contract for the services.

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:

Projects are on an as-needed basis to address peak workload for intermittent needs and grant funding is uncertain.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Electrical engineering firms with specialized experience in Airport projects, including but not limited to knowledge of medium voltage systems, special life safety systems,

telecommunication systems, aircraft support systems, terminal systems, federal/state/local code and standards.

- B. Which, if any, civil service class(es) normally perform(s) this work? 5207, Assoc Engineer; 5241, Engineer;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

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

A Notice of Intent (NOI) was sent November 21, 2022 to the following departments: Public Utilities Commission, Department of Public Works (DPW), Port of San Francisco, and San Francisco Municipal Transportation Agency. The requested response deadline for the NOI was December 9, 2022. The Airport received one response from DPW requesting the Airport to notify them prior to particular tasks being issued to give them an opportunity to review and see if they could possibly perform the work. The Airport will coordinate with DPW for any tasks prior to their issuance to a consultant.

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

- A. Explain why civil service classes are not applicable.
The existing classifications do not have the required expertise and full knowledge of all the Airport systems, availability, and capability much as Airport's engineering staff with skills and/or experience working on Airport's electrical/telecommunication infrastructure.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, not at this time as projects are on an as-needed basis.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the 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 05/02/2023, the Department notified the following employee organizations of this PSC/RFP request:
Professional & Tech Engrs, Local 21

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

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 47120 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 07/03/2023

Receipt of Union Notification(s)

Ricardo Valle (AIR)

From: dhr-psccordinator@sfgov.org on behalf of cynthia.avakian@flysfso.com
Sent: Tuesday, May 2, 2023 10:58 AM
To: Cynthia Avakian (AIR); ewallace@ifpte21.org; Laxamana, Junko (DBI); WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; l21pscreview@ifpte21.org; Ricardo Valle (AIR); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 47120 - 22/23

RECEIPT for Union Notification for PSC 47120 - 22/23 more than \$100k

The AIRPORT COMMISSION -- AIR has submitted a request for a Personal Services Contract (PSC) 47120 - 22/23 for \$7,000,000 for Initial Request services for the period 07/03/2023 – 12/31/2028. Notification of 30 days (60 days for SEIU) is required.

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

<https://gcc02.safelinks.protection.outlook.com/?url=http%3A%2F%2Fapps.sfgov.org%2Fdhrdrupal%2Fnode%2F20208&d ata=05%7C01%7Cricardo.e.valle%40flysfso.com%7Cf3a05ab09fcc4920312408db4b39288e%7C22d5c2cfce3e443d9a7fdfc0231f73f%7C0%7C0%7C638186481089904864%7CUnknown%7CTWfPbGZsb3d8eyJWlJoiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=H0KnEDLNV8ya0dJ3cwtZ1TV32JgNCTePO%2BkBRi%2BUNLc%3D&reserved=0> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

Additional Attachment(s)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION

Dept. Code: AIR

Type of Request: Initial Modification of an existing PSC (PSC # 44655 - 13/14)

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

Type of Service: As-Needed Engineering Support Services

Funding Source: AIR-Operating Funds

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

PSC Original Approved Duration: 11/03/14 - 06/30/20 (5 years 34 weeks)

PSC Mod#1 Amount: \$2,500,000

PSC Mod#1 Duration: 06/05/17-12/31/21 (1 year 26 weeks)

PSC Mod#2 Amount: no amount added

PSC Mod#2 Duration: 12/31/21-04/15/23 (1 year 14 weeks)

PSC Mod#3 Amount: \$300,000

PSC Mod#3 Duration: 04/15/23-06/30/25 (2 years 11 weeks)

PSC Cumulative Amount Proposed: \$7,800,000

PSC Cumulative Duration Proposed: 10 years 34 weeks

1. Description of Work

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

Contractor will provide engineering support services for airfield projects at San Francisco International Airport (SFO), including, but not limited to: special design services, studies, surveys and reports for projects in the planning and design development phases. Anticipated tasks include general, civil, electrical, mechanical, and utility engineering as related to airfield design. Engineering support for airfield improvement projects are required for runway, taxiway, apron, infield, and roadway pavements; underground infrastructure; industrial waste, sewer, and drainage pump stations; and telecommunication and high voltage infrastructure.

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

Along with aging infrastructure, SFO continues to experience strong passenger growth, both of which require the Airport to maintain and improve airfield infrastructure to operational efficiency and safety; and meet forecasted demand. A Contractor with airfield expertise is needed to ensure proper and timely development and implementation of tasks. Denial will cause project delays, which will affect aircraft operations and customer service, and result in lost revenues.

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

PSC 44655-13/14

D. Will the contract(s) be renewed?

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

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

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:

This services is for as-needed projects which only require work on a periodic basis.

B. Reason for the request for modification:

Need to extend for time and add money to the PSC.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Engineering firms with specialized experience in airfield design and development; utility locating and engineering; geotechnical engineering; airfield pavement design; navigational aids and airfield lighting design; drainage, sewer, water, and industrial waste pump station design; gas line relocation design; aviation fuel line abandonment, removal, and relocation design; telecommunications and high voltage infrastructure design; and system integration.

B. Which, if any, civil service class(es) normally perform(s) this work? 5201, Junior Engineer; 5203, Asst Engr; 5207, Assoc Engineer; 5211, Eng/Arch/Landscape Arch Sr; 5218, Structural Engineer; 5241, Engineer; 5364, Engineering Associate 1;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: To be determined based on the nature of the task.

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

The existing classifications do not have the required expertise and specialized skills related to the field of airport design and development. Contracted work will be supervised by City project managers with the appropriate expertise in managing Airport asset development and construction, including airfield work.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No, these as-needed projects are temporary in nature and do not justify permanent staffing.

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

7. Union Notification: On 01/20/22, the Department notified the following employee organizations of this PSC/RFP request:

Prof & Tech Eng, Local 21:

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

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

Address: PO Box 8097, San Francisco, CA 94128

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 44655 - 13/14

DHR Analysis/Recommendation:

03/07/2022

Commission Approval Required

Approved by Civil Service Commission

03/07/2022 DHR Approved for 03/07/2022

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION -- AIR

Dept. Code: AIR

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

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

Type of Service: As-Needed Airport Sustainability Services

Funding Source: Airport Operating Funds

PSC Amount: \$4,000,000

PSC Est. Start Date: 08/01/2023

PSC Est. End Date 07/31/2028

1. Description of Work

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

The San Francisco International Airport (Airport) requires assistance to achieve sustainability goals related to reducing energy usage and carbon emissions, solid waste diversion, resource-efficient buildings that focus on human well-being, and water conservation. The services are expected to include specialized expertise for each of the goals with work including: 1) assisting with strategic planning to provide frameworks, roadmaps, and benchmarks for sustainability related projects with carbon emissions, fleet and building electrification implementation, operational standards, and resource recovery; 2) provide recommendation for policy development including guidelines for Airport operational and project standards that conforms to applicable regulations and/or legislation; 3) producing technical reports, metrics, and feasibility studies; 4) developing project schedules, cost estimates, and other cost models; 5) providing clean technology assessment and case studies; 6) environmental compliance; and 7) producing media campaigns and content for the public, airport workers, and airlines to promote sustainability.

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

The services are needed to assist the Airport with further integration of sustainable developments and to meet Citywide climate goals with reduction in greenhouse gas emissions. The consequences of denial may include: 1) failure to comply with environmental requirements, 2) delayed responses to compliance measures, and 3) delay the Airport's ability to meet the sustainability and Citywide climate goals.

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

This is a new service; however, some feasibility studies were previously provided under PSC 48146-17/18.

D. Will the contract(s) be renewed?

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

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

The term corresponds to the anticipated duration of contracts for this service.

2. Reason(s) for the Request

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

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

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

B. Explain the qualifying circumstances:

The services required specialized technical expertise and are for as-needed short term, one-time projects.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Experience required in analysis of energy usage and carbon emission in buildings; modeling and visualizations of distributed energy resources in facility infrastructure and airport systems. Expertise in stakeholder engagement and writing policy. The ability to provide clean technology assessments and technical reports across the Airport campus. Extensive knowledge of environmental regulations for verification of compliance with air and water monitoring, and review of environmental work.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1823, Senior Administrative Analyst; 1824, Pr Administrative Analyst; 5211, Eng/Arch/Landscape Arch Sr; 5212, Engineer/Architect Principal; 5241, Engineer; 5640, Environmental Spec; 5642, Sr. Environmental Spec; 5644, Principal Environ Specialist; 9254, Airport Communications Officer; 9252, Communications Specialist;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

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

On December 28, 2022, the Airport sent a Notice of Intent to the following City Departments: Department of Public Works, San Francisco Environment Department, San Francisco Municipal Transportation Agency, Port of San Francisco, and Public Utilities Commission. No Departments accepted the work.

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

- A. Explain why civil service classes are not applicable.
The civil service classes can provide some of the services, but the services require multiple personnel with expertise for each of the sustainability goals on an as-needed, short-term one-time projects basis.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. The work is for as-needed, short-term one-time projects.

6. Additional Information

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

**7. Union Notification: On 05/02/2023, the Department notified the following employee organizations of this PSC/RFP request:
Municipal Executive Association; Prof & Tech Eng, Local 21**

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

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 49527 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 07/03/2023

Receipt of Union Notification(s)

Quoc Truong (AIR)

From: dhr-psccordinator@sfgov.org on behalf of cynthia.avakian@flysfso.com
Sent: Tuesday, May 2, 2023 11:58 AM
To: Cynthia Avakian (AIR); ewart@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; amakayan@ifpte21.org; l21pscreview@ifpte21.org; andrea@sfmea.com; Laxamana, Junko (DBI); Criss@sfmea.com; christina@sfmea.com; staff@sfmea.com; Quoc Truong (AIR); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 49527 - 22/23

RECEIPT for Union Notification for PSC 49527 - 22/23 more than \$100k

The AIRPORT COMMISSION -- AIR has submitted a request for a Personal Services Contract (PSC) 49527 - 22/23 for \$4,000,000 for Initial Request services for the period 08/01/2023 – 07/31/2028. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrDrupal/node/20147> 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: AIRPORT COMMISSIONDept. Code: AIRType of Request: Initial Modification of an existing PSC (PSC # 48146 - 17/18)Type of Approval: Expedited Regular Annual Continuing (Omit Posting)Type of Service: Airport Environmental Policy and Sustainability Feasibility StudiesFunding Source: Airport Operating FundsPSC Original Approved Amount: \$600,000 PSC Original Approved Duration: 05/07/18 - 12/31/22 (4 years 34 weeks)PSC Mod#1 Amount: \$300,000 PSC Mod#1 Duration: 01/01/23-12/31/24 (2 years 1 day)PSC Cumulative Amount Proposed: \$900,000 PSC Cumulative Duration Proposed: 6 years 34 weeks**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

The San Francisco International Airport ('Airport' or 'SFO') requires the assistance of consultants to conduct specialized feasibility studies in the areas of environmental policy and sustainability related to airports and the aviation industry. The consultants would work on short-term projects related to environmental policy, sustainability, sustainable aviation fuel, improved air quality, zero emissions, zero waste, zero carbon, net zero energy and other related projects. The work would include conducting research on environmental policy and sustainability projects, soliciting input from stakeholders, and analyzing the topics of study and its impact on SFO, air traffic, airlines, passengers and the region. The consultants would provide recommendations to SFO on how best to reach the Airport's goals of zero waste, net zero energy and carbon neutrality.

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

The City and SFO aspires to move toward zero waste, net zero energy and carbon neutrality. The consequence of denial is that SFO would not have the specialized aviation environmental and sustainability experts available, and would not have the means to move the Airport forward in meeting the City's goals of zero waste, net zero energy and carbon neutrality.

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

Yes, this PSC 48146-17/18

D. Will the contract(s) be renewed?

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

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

Modification to increase the duration and amount to align with the final contract term.

2. Reason(s) for the Request

A. Display all that apply

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

Explain the qualifying circumstances:

The Airport would like specialized short-term feasibility studies conducted on environmental policy and sustainability projects related to the airport and aviation industry.

B. Reason for the request for modification:

Modification to increase duration and amount to align with the final contract term.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Expertise and experience at conducting specialized feasibility studies on the topics related to environmental policy and sustainability for airports and the aviation industry.

B. Which, if any, civil service class(es) normally perform(s) this work? 1823, Senior Administrative Analyst; 1824, Pr Administrative Analyst; 5211, Eng/Arch/Landscape Arch Sr; 5638, Environmental Assistant; 5644, Principal Environ Specialist; 0931, Manager III; 0941, Manager VI;

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

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

Civil service classes could not provide specialized research for feasibility studies related to the airport and aviation industry.

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

6. Additional Information

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

No.

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

No training is being 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.

Yes, the current contractor will continue to provide the services

7. **Union Notification:** On 11/08/21, the Department notified the following employee organizations of this PSC/RFP request:

Professional & Tech Engrs, Local 21; Municipal Executive Association;

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

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 48146 - 17/18

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 11/23/2021

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - CITY ADMIN -- ADM

Dept. Code: ADM

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

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

Type of Service: As-needed Generator Maintenance and Testing

Funding Source: General Fund

PSC Duration: 5 years 1 day

PSC Amount: \$800,000

1. Description of Work

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

The City and County of San Francisco City Administrator's Office – Real Estate Division (RED) has approximately 38 emergency generators located at its critical facilities. Repair, maintenance, and testing of emergency generators is an integral part of maintaining optimal operational readiness in the event of an emergency. When these generators are inoperable due to mechanical issues or need repairs and basic maintenance, the City's mission to provide Emergency Operations Centers and continue supplying City services is compromised by any failure of this equipment.

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

Without repair, maintenance and testing of emergency generators, there is more potential for them to be less effective or inoperable when they are needed.

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

Services were provided using other City procurement methods. RED has been advised to request a Personal Services Contract.

D. Will the contract(s) be renewed?

Unknown, though services will remain necessary.

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

not applicable

2. Reason(s) for the Request

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

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

B. Explain the qualifying circumstances:

The load testing is required to be performed annually on the approximately 38 generators located in RED's facilities requiring specialized equipment. While some maintenance is scheduled, the nature of any repairs is unpredictable and as-needed.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Experience working on emergency generators for a public safety department. Able to perform all the recommended and requested services in the draft Scope of Work. (Attached)
- B. Which, if any, civil service class(es) normally perform(s) this work? 7484, Sr Power Generation Tech;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. Specialized equipment required to do load testing for the generators and, if an issue cannot be fixed within a reasonable time frame, the awarded contractor will provide a loaner generator for the duration of the repair.

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.
Classification 7484, Sr Power Generation Technician, performs limited services, but does not perform the specialized services required. Additionally, the City does not have the equipment necessary.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. Work is as-needed and the City does not have the necessary equipment.

6. Additional Information

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

**7. Union Notification: On 04/21/2023, the Department notified the following employee organizations of this PSC/RFP request:
Electrical Workers, Local 6**

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

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 48513 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 07/03/2023

Receipt of Union Notification(s)

Choi, Suzanne (HRD)

From: dhr-psccordinator@sfgov.org on behalf of joan.lubamersky@sfgov.org
Sent: Friday, April 21, 2023 2:34 PM
To: Lubamersky, Joan (ADM); oashworth@ibew6.org; Lubamersky, Joan (ADM); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 48513 - 22/23

RECEIPT for Union Notification for PSC 48513 - 22/23 more than \$100k

The GENERAL SERVICES AGENCY - CITY ADMIN -- ADM has submitted a request for a Personal Services Contract (PSC) 48513 - 22/23 for \$800,000 for Initial Request services for the period 07/01/2023 – 06/30/2028. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrDrupal/node/20224> 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)

DRAFT
Electrical
Generators PSC
Background
Scope of
Services

1. DESCRIPTION OF SERVICES

A. Contractor agrees to perform the services listed below for the City and County of San Francisco City Administrator’s Office–Real Estate Division (“RED”) at various locations within the City and County of San Francisco (“City”). At the time of the contract award, RED has about thirty-eight (38) emergency generators located at twenty-nine (29) RED managed facilities. See Attachment 9: List of Generators (the list of generators is not final and may change at any time at the discretion of RED). In the future, RED will need to add and/or remove generators, depending on the needs of the department and this contract will cover any new generators that The City installs at RED facilities in the future. In addition, included in this are any RED facilities which are under construction. Contractor is not guaranteed any specific amount of work but shall be able to service any and all generators possessed by RED.

B. Required Response Time. If requested, Contractor shall send out technicians to service multiple generators at various locations at the same time. Contractor shall be able to fulfill a minimum of two (2) emergency service calls within a single 12-hour period, if needed. In addition, Contractor’s technicians must be on site to perform the requested services within four (4) hours of the original requested time of reporting. Contractor must be able to respond to emergency calls for service twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year, including holidays.

2. PREVENTATIVE MAINTENANCE

These generators play an integral part in the City’s mission to provide Emergency Operations Centers and continue supplying services in event of an emergency or loss of power. RED requires annual inspections, maintenance, as-needed repairs and electrical upgrades for these emergency generators.

3. INSPECTION

A. GENERAL

- i. Visual inspection – complete visual inspection of all generator equipment and surrounding area.
- ii. Annual inspection and preventative maintenance service.

B. AIR INDUCTION AND EXHAUST SYSTEM

- i. Air Filter Service Indicator – inspection for proper operation and notation of reading.
- ii. Air Filter – inspect and clean.
- iii. Air Inlet System – inspection of piping and air filter housing for damage, loose connections and evidence of leaks. Air filter housing to be cleaned when air filter is cleaned or replaced. Condition of gaskets and seals will be checked.
- iv. Turbocharger – inspection for lube oil or exhaust leakage. Check for unusual noise and proper operation.

- v. Exhaust Manifold – inspection for damage, loose or missing hardware and evidence of exhaust leakage.
- vi. Exhaust System – inspection of silencer and piping for damage, corrosion or leakage. Check condition of rain cap(s). Check supports for vibration damage and loose connections.

C. COOLING SYSTEM

- i. Radiator/Heat Exchanger – visual inspection for leaks, damage and debris.
- ii. Inspect louvers for correct operation.
- iii. Coolant – visual inspection of coolant for correct level and signs of contamination. Check coolant conditioner concentration and temperature protection. Check filler cap gasket and sealing surfaces.
- iv. Hoses and Connections – visual inspection of all hoses for deterioration.
 - v. Check tightness of all connections.
- vi. Fan Drive Pulley and Fan – check for loose or worn pulleys. Check fan operation and clearance.
- vii. Fan Belts – inspection for wear and/or deterioration.
- viii. Jacket Water Heater – inspection for proper operation. Check thermostat setting for proper coolant temperature.
- ix. Water Pump – Visual and operational inspection for leaks and/or unusual noises.

D. FUEL SYSTEM

- i. Fuel Line and Connections – inspection for leaks and tight connections. Check support brackets.
- ii. Governor and Engine Controls – inspection of governor lube oil level. Inspection of controls and linkage for proper operations. Addition of lube oils if necessary.
- iii. Fuel Filters (Primary and Secondary) – inspection for leaks and tight connections.
- iv. Check support brackets.
- v. Day Tank – check and log fuel level. Visual inspection of day tank system for leaks. Test day tank pump for proper operation. Visual inspection of fuel condition for contaminants.
- vi. Inspect and test rupture basin tank sensors.
- vii. Main Fuel Tank – check and log fuel level. Visual inspection of tank, if possible.
- viii. Visual inspection of fuel condition for contaminants.
- ix. Water Trap (Separator) – note if water was found in the water separator.
- x. Drain water.
- xi. Engine Mounted Fuel System Priming Pump – check for proper operation.
- xii. Fuel Transfer Pump (Remote Mounted) – check for proper operation.
- xiii. Fuel Pressure – check site gauge for correct pressure. Note fuel pressure.
- xiv. Gaseous Fuel Supply System (Regulators, Valves, Pipes and Vents) – visual inspection for damage, leaks and proper operation. If leak suspected, spray a mixture of water and liquid detergent on each connection.

E. IGNITION SYSTEM

- i. Visually inspect ignition system components.

F. LUBE OIL SYSTEM

- i. Oil Level – inspection for correct oil level and for signs of contamination. Visual inspection of unit for leaks.
- ii. Oil Pressure – operations check of oil pressure gauge for correct pressure. Note engine oil pressure at rated speed. Operational and visual inspection of the prelube pump.
- iii. Crankcase Breather – inspection and clean crankcase breather. Check crankcase and note any excessive blow-by.

G. ENGINE STARTING SYSTEM

- i. Batteries – inspection for damage or leakage. All battery connections will be cleaned and tightened. Measurement and recording of specific gravity readings for each battery cell. Check for correct electrolyte level. Recording of DC voltage power supply.
- ii. Battery Charger – inspection for proper operation, loose terminals and deteriorated wiring.
- iii. Starting Motor – inspection of electrical connections and wiring.
- iv. Alternator – inspection for proper operation, loose connections and mounting hardware. Check belts, pulley and voltage output.

H. MONITORS AND SAFETY CONTROLS

- i. Safety Controls – inspection for proper operation, loose connections and wiring deterioration.
- ii. Remote Annunciation – inspection and testing of panel and system alarms for proper operation.

I. GENERATOR AC POWER UNIT

- i. Visually inspect overall condition for foreign objects, loose or broken fittings, guards and components.

J. GENERATOR MECHANICAL

- i. Space Heaters – inspection for proper operation. Check AC power and control wiring for the space heater.
- ii. Generator – inspection of generator windings for foreign material, dirt and winding movement (no covers removed).
- iii. Vibration Isolators – check for proper adjustment and hardware condition.

K. GENERATOR CONTROL PANEL

- i. Start Controls (Manual and Automatic) – check for proper operation.
- ii. Check automatic start (if applicable).
- iii. Voltmeter – check for correct readings. Check voltage level.
- iv. Ammeter – check for correct readings while system is under load.
- v. Frequency Meter – check for correct readings under load and with no load conditions.

L. TRANSFER SWITCH

- i. Perform visual inspection of all wiring and connections for signs of tracking, overheating and insulation deterioration.
- ii. Check and tighten, when necessary and safe, all control circuit wiring terminals.
- iii. Perform head scan on all contacts.

- iv. Automatic Transfer Switch Test – test automatic transfer switch (ATS) for correct operation by simulating a utility power supply failure. Check for correct sequential operation of the ATS. Recording of utility AC voltage at ATS connections. Recording of engine generator set AC voltage at the ATS connections.

M. OPERATIONS CHECK

- i. Generator will be run for a minimum of twenty (20) minutes for operational testing.

4. ANNUAL SERVICE

A. GENERAL

- i. Annual two (2) hour load bank testing as detailed below.
- ii. Diesel fuel, coolant, and oil testing as detailed below.

B. AIR INDUCTION AND EXHAUST SYSTEM

- i. Turbocharger – inspection of the turbocharger for proper endplay of the rotating assembly.
- ii. Valve Adjustment – audio analysis for improper operation.
- iii. COOLING SYSTEM
- iv. System - pressure test cooling system.
- v. Radiator Cap – check for correct pressure rating. Pressure test. Check sealing gasket and neck sealing surfaces for signs of deterioration.

C. FUEL SYSTEM

- i. Fuel Filters – change all fuel filters. Inspect for damage, leaks and proper operation.

D. LUBE OIL SYSTEM

- i. Oil and filters – change crankcase oil and filters.

E. ENGINE STARTING SYSTEMS

- i. Magnetic Pick-up- removal, inspection, adjustment (as -needed).

F. MONITORS AND SAFETY CONTROLS

- i. Gauge accuracy – check oil pressure, coolant temperature, and alternator gauges for accuracy.
- ii. Sending Unit Switches – check coolant temperature and oil pressure sending unit switches.

G. GENERATOR AC POWER UNIT

- i. Generator End Bearing – lubricate the generator end bearing.

H. GENERATOR MECHANICAL

- i. Bearings – inspection of bearings for grease leakage and external discoloration.
- ii. Exciter – check exciter clearances (Air Gap) (if accessible)
- iii. Conductors – inspection of AC and DC conductors for insulation damage within the generator enclosure.
- iv. Generator Fan – inspection of fan hardware.

I. GENERATOR CONTROL PANEL

- i. Circuit Breakers – inspection of free movement of circuit breakers and tight connections.
- ii. Control Panel – vacuum/clean engine generator set control panel.

iii. Connection Enclosure – vacuum/clean engine generator set connection enclosure.

J. FUEL, COOLANT AND OIL TESTING

i. Fuel testing includes:

- Distillation, Deg F
- Flash Point, F
- Cetane Index (Calc)
- Water & Sediment

ii. Accelerated Stability Oil testing includes:

- Spectrochemical
- Water
- Viscosity
- Acid Number
- Direct Feed
Ferrography

iii. Coolant testing includes:

- Spectrochemical
- Freeze Point
- %Glycol
- Nitrites
- Reserve Alkalinity
- **pH**
- Color Appearance

iv. *Fuel Polishing (as needed)

v. Load Bank testing

- Perform cold start of generator set
- Check time delays
- Apply 25% load for 15 minutes
- Apply 50% load for 15 minutes
- Apply 75 - 100% load for 1 hour 20 minutes
- Allow unit to cool down and go through shutdown sequence – 10 minutes
- During test record the following at 15-minute intervals:
 - Volts and amps – all legs
 - Hz, PF, KW, Oil PSI, Temp, Fuel PSI

K. AIR QUALITY COMPLIANCE

i. Customer education.

ii. Inspection for appropriate permit.

iii. Inspection for appropriate record keeping.

iv. Review of permitted hours.

5. CUSTOMER CARE

A. Contractor shall be responsible for providing technical support and assistance to the City through Contractor's own personnel, equipment and facilities as well as through manufacturer's technical representatives. As part of this technical support and assistance, the Contractor shall provide by phone, personnel with in-depth technical knowledge of the services Contractor is providing under this contract, to answer questions and offer any assistance required by RED personnel, twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year, including holidays.

B. Contractor shall be responsible for the handling of all City and County of San Francisco furnished documents and materials in a safe manner including loss or damage incurred during transport, handling or delivery.

C. Contractor must have secured facilities for overnight and weekend storage of City generators in their possession.

D. Contractor may make recommendations for additional repair services. The Contractor shall support their recommendations by diagnostic statistics, accepted performance standards, equipment history records, usage, and other customary means. The Contractor shall obtain prior authorization from the designated RED Representative before completing any additional work that is identified as a result of maintenance services, routine repairs or safety inspection.

E. Repair and replacement parts provided by the Contractor for use under this contract shall be of a quality equal to Original Equipment Manufacturer (OEM) specification or better and meet OEM warranties requirements for the make and model of the equipment. RED may request products for inspection. If products inspected are not of the quality or compatibility required, the Contractor is responsible for finding alternative products that meet the approval of RED.

F. Defective work or materials shall be corrected, and unsuitable material may be rejected notwithstanding the fact that such defective work and unsuitable materials have been previously inspected by RED Representative(s) and accepted. All work, which is determined by RED Representative(s) to be defective in its construction or is deficient in any way, shall be remedied or removed by the Contractor at his expense in a manner acceptable to RED. The RED's decisions on these matters shall be final.

G. Contractor shall not subcontract any portion of the work without prior written approval of the City. Where written approval is granted by the City, Contractor shall supervise all work subcontracted by Contractor in performing the services and shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work. The subcontracting of any work to subcontractors shall not relieve Contractor of any of its obligations under this Agreement with respect to the services. Contractor is obligated to ensure that any and all subcontractors performing any services shall be fully insured in all respects and to the same extent as set forth by this contract proposal and City contract satisfaction.

H. The City reserves the right to disapprove the use of any subcontractor and to review the qualifications of any subcontractor for working on City equipment when necessary to protect the rights, liabilities, and interests of the City. The Contractor shall have full responsibility for the correction of any work performed by the subcontractor found to be faulty whether or not the City has conducted a review of the subcontractor's qualifications for performance of such work.

6. GENERATOR RENTAL (TEMPORARY)

If a RED generator cannot be repaired, or the repair will place the generator out of service for an extended period of time, a temporary rental generator and electrical cables will be provided by the Contractor upon RED's request, and delivered on-site within 12 hours of the request, unless otherwise mutually agreed upon. The maintenance and repair costs for the rental will be included in the cost of the rental and billed monthly. Prior to providing a rental, please include the monthly and/or prorated monthly rate and capacities for such rentals.

RED shall order temporary rental generator and electrical cables covered by the awarded contract through the issuance of individual Purchase Orders and/or Task Orders which shall be released against the awarded contract during the contract term according to the following:

a. Award of individual Purchase Orders

At time of each individual order request RED shall solicit price quotes from all awarded Contractors. Award of subsequent individual purchase order will be made to the Contractor that submits the lowest responsive price quote. RED shall reserve the right to award individual purchase orders.

b. Bid Discounts on individual order requests

i. Local Business Enterprise (LBE) Bid Discounts: Where an individual order will exceed \$10,000, bid discount of 10% will be applied to pre-tax bid amount submitted by Contractors certified as a Contract Monitoring Division (CMD) Small/Micro LBE. Discount shall be applied solely for the purpose of determining the lowest responsive price quote and shall be in addition to any other discounts, preferences, or adjustments required by City law.

ii. Anticipated Local Tax Revenue (Admin Code Section 21.32) Discount: Pursuant to Administrative Code Section 21.32, price quotes for taxable Commodities with a value greater than \$1,000 shall be reduced by 1.25% when such price quote was submitted by a supplier with a local presence in San Francisco as defined in Admin Code Section 21.32. The price adjustment shall be in addition to any other discounts, preferences, or adjustments required by City law.

7. REPORTS

A. Contractor shall be responsible for producing the usage reports required in Attachment 1 P-615 Section 4.12 Usage Reports by Contractor. Failure to provide the required reports may result in application of the Contractor's Default clause of this Contract.

B. On a monthly basis and upon request, Contractor shall provide reports detailing repairs, maintenance, and any inspection results. When testing the generator, all results will be conveyed in writing and compared to baseline numbers so that comparisons and a determination can be made regarding the best course of action. Reports should be sent to the District Managers for RED, Brian O'Connor for the Public Safety Campus via email at brian.o'connor@sfgov.org and Masoud Vafaei for the Civic Center Campus at masoud.vafaei@sfgov.org.

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: HUMAN SERVICES -- DSS

Dept. Code: DSS

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

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

Type of Service: Transportation services for Seniors and Adults with Disabilities

Funding Source: General Fund

PSC Amount: \$2,000,000

PSC Est. Start Date: 07/01/2023

PSC Est. End Date 06/30/2028

1. Description of Work

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

Vendors provide reliable 19-hour, 7 days a week high-risk client transportation services to Department of Aging and Disability (DAS) and clients from Office of the Public Conservator (PC) clients needing transportation between facilities which provide various levels of care and/or legal proceedings. Clients include high risk clients needing specialized transportation skills. Clients may be mentally ill, substance abusers, the developmentally delayed, history of violence, physically disabled. Hours of operation are 7 am to 12 AM (midnight). Although DAS will attempt to contact vendors with at least 24 hours lead time, vendors shall provide transportation with less than 24 hours notice. Last call to vendor will be 11 PM. Vendor will notify DAS staff within 24 hours of the requested transportation service date and time if the requested service cannot be completed as scheduled.

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

Services are used for medical services and legal proceedings. Without transport, client's health and the stability of their housing would suffer from missing critical appointments for which they have no other way to get there.

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

This service has been provided under the previous PSC 35994-17/18

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):

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

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

B. Explain the qualifying circumstances:

Services required are based on clients schedules, often unpredictable and last minute and require specialized vehicles to transport vulnerable clients safely

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Vendor must be able to accommodate transporting of patients in all of the following cases: 1. individuals who are on voluntary hospital status, involuntary hospital status or are being seen at an out patient facility. 2. Individuals who are able to cooperate with the plan for

transportation, 3. Individuals who can enter and leave the vehicle with minimum assistance 4. Individuals who require no formal restraint other than a seat belt for safe and legal transportation. 5. Individuals who require restraints (patients will be presented for transport already restrained) 6. Individuals who are on an involuntary mental health hold for observations and/or treatment 7. Individuals who are determined to have poor impulse control (gurney transportation not included) 8. Individuals who may be experiencing concurring disorders related to both substance abuse as well as psychiatric issues. 9. Individuals who require the use of a wheelchair. Vendor must have vehicle with special abilities as well as possess a high degree of de-esulation skills

- B. Which, if any, civil service class(es) normally perform(s) this work? 2904, Human Services Technician;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes the contract must provide for specialized vehicles for transport to those restrained, using wheelchairs and/or gravely disabled.

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

These services are not available.

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

- A. Explain why civil service classes are not applicable.
This is as needed work, with vendors needing to be on stand by. The work load is also inconsistent and difficult to predict work flow
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, the work is highly specialized and requires special vehicles which the Department does not have access to.

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 required.
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
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 04/26/2023, the Department notified the following employee organizations of this PSC/RFP request:
SEIU 1021 Miscellaneous**

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

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

Address: 1650 Mission Street, Suite 500 San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 41737 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 07/03/2023

Receipt of Union Notification(s)

Gendelman, Johanna (HSA)

From: dhr-psccordinator@sfgov.org on behalf of johanna.gendelman@sfgov.org
Sent: Wednesday, April 26, 2023 12:17 PM
To: Gendelman, Johanna (HSA); Najuawanda Daniels; Jason Klumb; Frigault, Noah (HRC); Julie.Meyers@sfgov.org; Thomas Vitale; Ricardo.lopez@sfgov.org; Kbasconillo@sfgwater.org; pcamarillo_seiu@sbcglobal.net; Wendy Frigillana; pscreview@seiu1021.org; ted.zarzecki@seiu1021.net; davidmkersten@gmail.com; XiuMin Li; Sin.Yee.Poon@sfgov.org; david.canham@seiu1021.org; jtanner940@aol.com; Gendelman, Johanna (HSA); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 41737 - 22/23

RECEIPT for Union Notification for PSC 41737 - 22/23 more than \$100k

The HUMAN SERVICES -- DSS has submitted a request for a Personal Services Contract (PSC) 41737 - 22/23 for \$2,000,000 for Initial Request services for the period 07/01/2023 – 06/30/2028. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/19582> 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

Gendelman, Johanna (HSA)

From: Gendelman, Johanna (HSA)
Sent: Tuesday, June 06, 2023 3:45 PM
To: Gail Byrdsong
Cc: Hines, Lisa (HSA); David Canham; XiuMin Li
Subject: RE: Receipt of Notice for new PCS over \$100K PSC # 41737 - 22/23-Request for waiver of 60 day review period-following up?

Thank you for waving the 60 day union notification period.

David and XiuMin cc-d here for awareness. Please let me know if you have any final questions on this PSC.

Thanks again.

From: Gail Byrdsong <Gail.Byrdsong@seiu1021.org>
Sent: Tuesday, June 06, 2023 11:22 AM
To: Gendelman, Johanna (HSA) <johanna.gendelman@sfgov.org>
Cc: Hines, Lisa (HSA) <Lisa.Hines@sfgov.org>
Subject: Re: Receipt of Notice for new PCS over \$100K PSC # 41737 - 22/23-Request for waiver of 60 day review period-following up?

Hi Johanna.

I was not included in the original email, so I cannot reply to all. But the union is approving the request for the 60 day waiver regarding the notice sent 4/26/23!

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

From: dhr-psccordinator@sfgov.org <dhr-psccordinator@sfgov.org> On Behalf Of johanna.gendelman@sfgov.org
Sent: Wednesday, April 26, 2023 12:17 PM
To: Gendelman, Johanna (HSA) <johanna.gendelman@sfgov.org>; Najuawanda Daniels <najuawanda.daniels@seiu1021.org>; Jason Klumb <Jason.Klumb@seiu1021.org>; Frigault, Noah (HRC) <noah.frigault@sfgov.org>; Julie.Meyers@sfgov.org; Thomas Vitale <thomas.vitale@seiu1021.org>; Ricardo.lopez@sfgov.org; Kbasconcillo@sfwater.org; pcamarillo_seiu@sbcglobal.net; Wendy Frigillana <wendy.frigillana@seiu1021.org>; pscreview@seiu1021.org; ted.zarzecki@seiu1021.net; davidmkersten@gmail.com; XiuMin Li <xiumin.li@seiu1021.org>; Sin.Yee.Poon@sfgov.org; david.canham@seiu1021.org; jtanner940@aol.com; Gendelman, Johanna (HSA) <johanna.gendelman@sfgov.org>; DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>
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<https://nam10.safelinks.protection.outlook.com/?url=http%3A%2F%2Fapps.sfgov.org%2Fdhrdrupal%2Fnode%2F19582>

Gendelman, Johanna (HSA)

From: Gail Byrdsong <Gail.Byrdsong@seiu1021.org>
Sent: Tuesday, June 06, 2023 11:22 AM
To: Gendelman, Johanna (HSA)
Cc: Hines, Lisa (HSA)
Subject: Re: Receipt of Notice for new PCS over \$100K PSC # 41737 - 22/23-Request for waiver of 60 day review period-following up?

Hi Johanna.

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

From: dhr-psccordinator@sfgov.org <dhr-psccordinator@sfgov.org> On Behalf Of johanna.gendelman@sfgov.org
Sent: Wednesday, April 26, 2023 12:17 PM
To: Gendelman, Johanna (HSA) <johanna.gendelman@sfgov.org>; Najuwanda Daniels <najuawanda.daniels@seiu1021.org>; Jason Klumb <Jason.Klumb@seiu1021.org>; Frigault, Noah (HRC) <noah.frigault@sfgov.org>; Julie.Meyers@sfgov.org; Thomas Vitale <thomas.vitale@seiu1021.org>; Ricardo.lopez@sfgov.org; Kbasconillo@sfgwater.org; pcamarillo_seiu@sbcglobal.net; Wendy Frigillana <wendy.frigillana@seiu1021.org>; pscreview@seiu1021.org; ted.zarzecki@seiu1021.net; davidmkersten@gmail.com; XiuMin Li <xiumin.li@seiu1021.org>; Sin.Yee.Poon@sfgov.org; david.canham@seiu1021.org; jtanner940@aol.com; Gendelman, Johanna (HSA) <johanna.gendelman@sfgov.org>; DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>
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<https://nam10.safelinks.protection.outlook.com/?url=http%3A%2F%2Fapps.sfgov.org%2Fdhrdrupal%2Fnode%2F19582&data=05%7C01%7C%7C208ebf47e5734ca0751908db475a2516%7Ce35c5b2684f74b9ba7c591278c732568%7C0%7C0%7C638182224725755203%7CUnknown%7CTWFpbGZsb3d8eyJWIjojMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6IklhaWwiLCJXVCi6Mn0%3D%7C3000%7C%7C%7C&sdata=20NnulFNmQI2W7BHb3en408EOpVe2b%2FKNU19UyPqAm8%3D&reserved=0> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

CCSF-HSA - All outbound HSA email is automatically scanned for PII and PHI by Zix Email Encryption

On Jun 6, 2023, at 9:57 AM, Gendelman, Johanna (HSA)
<johanna.gendelman@sfgov.org> wrote:

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.

Gail-
This is the one to respond to? Can you and thank you.

From: Gendelman, Johanna (HSA)
Sent: Wednesday, May 10, 2023 11:17 AM
To: Gail Byrdsong <Gail.Byrdsong@seiu1021.org>
Cc: Kim, Steve (HSA) <steve.kim@sfgov.org>
Subject: RE: Receipt of Notice for new PCS over \$100K PSC # 41737 - 22/23-Request for waiver of 60 day review period-following up?

Gail-
Here's the original request along with a copy of the PSC. I'm not sure why you wouldn't get these if you are the right person. They are auto generated from the PSC database.

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

From: Gendelman, Johanna (HSA)
Sent: Wednesday, April 26, 2023 12:51 PM
To: Najuwanda Daniels <najuawanda.daniels@seiu1021.org>; Jason Klumb <Jason.Klumb@seiu1021.org>; Frigault, Noah (HRC) <noah.frigault@sfgov.org>; Thomas Vitale <thomas.vitale@seiu1021.org>; Kbasconciello@sfgwater.org; pcamarillo_seiu@sbcglobal.net; Wendy Frigillana <wendy.frigillana@seiu1021.org>; pscreview@seiu1021.org; ted.zarzecki@seiu1021.net; davidmkersten@gmail.com; XiuMin Li <xiumin.li@seiu1021.org>; david.canham@seiu1021.org; jtanner940@aol.com; DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>
Subject: RE: Receipt of Notice for new PCS over \$100K PSC # 41737 - 22/23-Request for waiver of 60 day review period

Hello union folks-
I'm a senior contract manager at HSA and would like to respectfully ask for a waiver of the 60 day review period of PSC 41737. I mistakenly put \$200,000 instead of \$2,000,000 for this PSC

This service for transportation for seniors and disabled MUST begin July 1. Waiving will allow the Department to take to June PSC Commission.
I'm available to meet or discuss or if you approve, simply return this email to me (exactly) saying in subject header that the union waives the 60 days.

I'm on a tight turnaround so letting me know someone saw this will help a lot. Attaching the PSC now for easier and faster review.
Johanna Gendelman
557-5507

Thank you,

Gail Byrdsong
SEIU 1021, Field Representative
350 Rhode Island St.; Ste. 100/South
San Francisco, CA 94103
Gail.byrdsong @seiu1021.org
(415)361-1994
Members Resource Center/MRC
1-877-687-1021

“I am no longer accepting things I cannot change...I am changing things I cannot accept ”. (Angela Davis)

On Jun 6, 2023, at 11:16 AM, Gendelman, Johanna (HSA) <johanna.gendelman@sfgov.org> wrote:

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.

I sent it already. Did you get it?

From: Gail Byrdsong <Gail.Byrdsong@seiu1021.org>
Sent: Tuesday, June 06, 2023 11:15 AM
To: Gendelman, Johanna (HSA) <johanna.gendelman@sfgov.org>
Cc: Hines, Lisa (HSA) <Lisa.Hines@sfgov.org>
Subject: Re: Receipt of Notice for new PCS over \$100K PSC # 41737 - 22/23-Request for waiver of 60 day review period-following up?

Thank you Johanna I will respond once I receive your email

Gail Byrdsong
SEIU 1021, Field Representative
350 Rhode Island St.; Ste. 100/South
San Francisco, CA 94103
Gail.byrdsong @seiu1021.org
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“I am no longer accepting things I cannot change...I am changing things I cannot accept ”. (Angela Davis)

Additional Attachment(s)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: HUMAN SERVICESDept. Code: DSS

Type of Request: Initial Modification of an existing PSC (PSC # 35994 - 17/18)

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

Type of Service: Transportation Services for Seniors and Adults with DisabilitiesFunding Source: County General FundPSC Original Approved Amount: \$90,000PSC Original Approved Duration: 07/01/18 - 06/30/21 (3 years)PSC Mod#1 Amount: \$380,250PSC Mod#1 Duration: 01/01/21-06/30/23 (2 years)PSC Cumulative Amount Proposed: \$470,250PSC Cumulative Duration Proposed: 5 years**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

Contractor will provide reliable 19-hour, 7 days a week transportation services to DAAS clients needing between facilities which provide various levels of care and/or legal proceedings. Hours of operation for services are 7 AM to 12 AM (midnight). Although DAAS will attempt to provide Contractor with at least 24 hours lead time, Contractor will provide transportation service with less than 24-hours notice. Last call to Contractor for local transportation requests will be 11:00 PM. Contractor will notify DAAS staff within 24-hours of the requested transportation service date and time if the requested service cannot be completed as scheduled.

Scope Change

Adding high risk transportation services to the current scope for the

Office of the Public Conservator (PC). The transportation services are for potentially

high-risk situations, as defined by situations requiring specialized transport skills to

manage individuals who have a history of violence, elopement or other behaviors that are

beyond a routine transport.

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

Contractor will provide transportation services to DAAS clients needing transportation to/from medical services or to attend legal proceedings. This service will also be provided to the mentally ill, the substance abusers, the developmentally disabled, the elderly/geriatric and the chronically medically ill. Individuals 60 years of age or older, or individuals between 18 and 59 years of age that are living with disabilities. In addition, services will be provided to clients who are members of one or more of the following target groups: • Mentally Ill Substance Abusers • Chronically Mentally Ill • Developmentally Disabled • Elderly/Geriatric • Physically Disabled

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

Yes. This modification consists of the existing services and new services. Existing services provided for the last three years and are needed for another 2 years include transportation services to DAAS clients needing transportation to/from medical services or to attend legal proceedings. This service will also be provided to the mentally ill, the substance abusers, the developmentally disabled, the elderly/geriatric and the chronically medically ill. The modification includes the addition of risk transportation services to the current scope. The new transportation services are for high-risk situations, as defined by situations requiring specialized transport skills to manage individuals who have a history of violence, elopement or other behaviors that are beyond a routine transport.

D. Will the contract(s) be renewed?

No. New contracting with transMETRO, selected by IB 797 Seniors-AWD Transportation Services, released April 30, 2018.

- E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:
The current PSC for a three-year term is being modified to add two more years for a total of five years. The two-year extension is necessary to support vulnerable populations with crucial services (ongoing services plus new transportation services for high risk situations).

2. Reason(s) for the Request

A. Display all that apply

- Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).
- Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator).

Explain the qualifying circumstances:

Transportation vehicles and staffing needed for as-needed, on standby times. The budget of \$30,000 per year, (\$90,000 total for the next 3 years), was not sufficient to provide the needed services.

B. Reason for the request for modification:

Continuing ongoing services and expanding additional high risk transportation services to vulnerable older adults and adults with disabilities that are served by the Office of the Public Conservator. Modification includes increased funding and 2 years extension to support crucial services.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Contractor must be able to accommodate transporting of patients in all of the following cases: a. Individuals who are on voluntary hospital status, involuntary hospital status or are being seen at an outpatient facility. b. Individuals who are able to cooperate with the plan for transportation. c. Individuals who can enter and leave the vehicle with minimum assistance. d. Individuals who require no formal restraint other than a seat belt for safe and legal transportation. e. Individuals who require restraints (patients will be presented for transport already restrained). f. Individuals who are on involuntary Mental Health hold for observation and/or treatment. g. Individuals who are determined to have poor impulse control (gurney transportation not included). h. Individuals who may be experiencing concurring disorders related to both substance abuse as well as psychiatric problems. i. Individuals who require the use of a wheelchair. j. Procedure and policy for less than 24 hour lead time for service.
- B. Which, if any, civil service class(es) normally perform(s) this work? 2904, Human Services Technician;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, the contract must provide vehicle and staff to provide service to: 1. Individuals who require restraints (patients will be presented for transport already restrained). 2. Individuals who are on involuntary Mental Health hold for observation and/or treatment. 3. Individuals who are determined to have poor impulse control (gurney transportation not included). 4. Individuals who may be experiencing concurring disorders related to both substance abuse as well as psychiatric problems. 5. Individuals who require the use of a wheelchair.

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.
On as-needed standby. It is estimated at 60 trips per year, with budget of \$30,000.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. It is used as an as-needed standby, estimated 60 trips per year.

6. Additional Information

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

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

7. Union Notification: On 12/03/20, the Department notified the following employee organizations of this PSC/RFP request: SEIU Local 1021;

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

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

Address: 1650 Mission St. Suite 300, San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 35994 - 17/18

DHR Analysis/Recommendation:

03/01/2021

Commission Approval Required

Approved by Civil Service Commission

03/01/2021 DHR Approved for 03/01/2021

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: Operating Funds

PSC Duration: 3 years

PSC Amount: \$3,000,000

1. Description of Work

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

See attached "Concise Description or Proposed Work"

Establish a California Multiple Award Schedule (CMAS) to provide purchase and warranty of software, software maintenance as a product, and Information Technology (IT) consulting services.

1. Intelligent Transportation Systems Project Support -

2. IT Network Infrastructure Support

3. Data and Analytics Infrastructure Support

4. SharePoint Administration and Migration Support

5. Java / Middleware Engineer Support

6. Salesforce Development and Administration Support

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

Provide specialized support to the technology operations and projects by the division. Denial of this request will impact the delivery and operation efficiency of the section due to a lack of specialized technical skills or resource constraints.

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.

SFMTA has sent out RFP to establish 3 separate as-needed locally funded contracts under PSC 49604-1819. These contracts are set to expire by December 2023. We seek to establish new contracts utilizing CMAS issued under DGS.

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:

Immediate need for specialized resources to support the Intelligent Transportation System program. The projects vary in length from 6 months to 2 years.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Applications Analyst Business Analyst II Developer II System Engineer Technical Project Manager Quality Assurance II Quality Assurance Manager Senior Program Manager Subject Matter Expert I

B. Which, if any, civil service class(es) normally perform(s) this work? 1041, IS Engineer-Assistant; 1042, IS Engineer-Journey; 1043, IS Engineer-Senior; 1044, IS Engineer-Principal; 1052, IS Business Analyst; 1053, IS Business Analyst-Senior; 1054, IS Business Analyst-Principal; 1070, IS Project Director; 5502, Project Manager 1; 5504, Project Manager 2; 5506, Project Manager 3;

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

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

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

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

A. Explain why civil service classes are not applicable.

The 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 contract? If so, please explain what that will entail; if not, explain why not.
No. No, the vendor provides specialized support to the technology operations and projects by the division.
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
No.

7. **Union Notification:** On 05/03/2023, 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: Amy NUQUE Phone: 415-646-2802 Email: amy.nuque@sfmta.com

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 44956 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 07/03/2023

Receipt of Union Notification(s)

Choi, Suzanne (HRD)

From: dhr-psccordinator@sfgov.org on behalf of amy.nuque@sfmta.com
Sent: Wednesday, May 3, 2023 8:55 AM
To: Nuque, Amy (MTA); ewidth@ifpte21.org; Laxamana, Junko (DBI); WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; l21pscreview@ifpte21.org; Nuque, Amy (MTA); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 44956 - 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 44956 - 22/23 more than \$100k

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a request for a Personal Services Contract (PSC) 44956 - 22/23 for \$3,000,000 for Initial Request services for the period 08/01/2023 – 07/31/2026. Notification of 30 days (60 days for SEIU) is required.

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

https://url.avanan.click/v2/___http://apps.sfgov.org/dhrdrupal/node/20256___YXAzOnNmZHQyOmE6bzowM2EyZmZkM2I2ODk1MWRiYzYzZThmNDhiMjBhYjo2OjhhkNGY6ZmE4ZGRmMTUyMWI5NDY4ZjA3MGE2NGI5NWVjMDZmNWMzYjNhMWY0ZTQ3NmY1ZGJlYzBiZTM0MjQ4OTk3YWl3YzpwOIQ 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 PART 2A- DESCRIPTION OF WORK

A. Concise description of proposed work. If request for proposal (RFP) is available, please attach:

Establish a California Multiple Award Schedule (CMAS) to provide purchase and warranty of software, software maintenance as a product, and Information Technology (IT) consulting services.

1. Intelligent Transportation Systems Project Support -

- Providing project management services focused on technical aspects of ITS projects (i.e., no budgetary oversight).
- Developing and maintaining project management plans, including system-engineering management plans (SEMPs), that provide details for technical implementation, system integration, and quality controls.
- Reviewing the SFMTA's existing ITS service architecture to ensure compliance with the project's technical requirements, and compliance with applicable system-engineering standards and best practices.
- Conducting detailed reviews of existing or proposed ITS designs, including reviews of hardware and software functionality, performance, data, and design-limitation requirements. Developing and presenting to the SFMTA written recommendations for proposed design approaches, including descriptions of any technical and cost efficiencies related to those approaches. Incorporating SFMTA-approved recommendations into the system design documents.
- Developing system integration and interface control documents for new ITS projects.
- Developing system-integration acceptance test plans and procedures.
- Participating in system verification and validation activities, including supporting field testing and system acceptance tests, troubleshooting issues, and analyzing and documenting the results.
- Integrating existing ITS interfaces with new systems.
- Providing engineering and testing support for implementation of new ITS projects, including reviewing and responding to submittals and requests for information, preparing and reviewing change orders, and providing technical support.
- Overseeing, tracking, and documenting changes in SFMTA-approved designs and requirements of the field environments.
- Verifying and documenting that SFMTA contractors perform operations, measurements, and inspections in accordance with applicable contract requirements. For example, review operational manuals and as-built drawing submittals.
- Overseeing the installation of new software and hardware updates.
- Working with project team to define and update the requirements verification traceability matrix (RVTM).
- Designing, developing, and implementing data integration opportunities.
- Participating in comprehensive system and performance testing and safety certifications.
- Overseeing the installation of systems to ensure compliance with specifications, standards, codes, regulations, and documentation requirements.
- Working with project team to review and prepare cutover plan and implement cutover procedures for transitions to new systems.
- Reviewing and assist SFMTA contractors to develop technical training material.
- Participating in system performance evaluation and auditing.
- Writing ETL (extract, transform, and load) logic to automate data collection and reporting processes/pipelines including data quality and monitoring.
- Providing system engineering support including communications systems analysis, special engineering of GPS driven systems, strategic analysis of Muni's human and automated systems,

PERSONAL SERVICES CONTRACT SUMMARY

systems integration, safety processes, configuration management, and related work as requested by the SFMTA.

2. IT Network Infrastructure Support

- Conducting analysis of existing IT network architecture and recommending solutions to optimize performance, and assisting with the implementation of recommendations.
- Working with SFMTA staff to establish a networking environment. For example, installing, configuring, testing, and documenting the equipment/network systems according to the design and specifications.
- Working collaboratively with SFMTA staff to assist with day-to-day networking tasks to ensure network reliability, availability, and serviceability within minimal interruption.
- Providing technical support, analysis, and solutions to reported IT network problems.
- Working with SFMTA staff to configure firewall security settings to access-permissions groups for individuals, and setting up provisions for incoming data.
- Supporting IT network upgrade or expansion projects. For example, installing hardware or software, and performing integration testing.
- Producing documentation for installation, network topology, and troubleshooting of communications hardware or software.
- Testing and designing solutions to ensure the IT network is secure with vulnerability management built in.
- Supporting existing configuration of the IT network, and developing new solutions that leverage networking protocols, including OSPF, BGP, HSRP, multicast, SIP, QoS, VLANs, and MPLS.
- Analyzing, identifying, and troubleshooting radio frequency issues and working with SFMTA staff to manage the spectrum.
- Installing and configuring wireless backhaul radios (e.g., Proxim, Siklu, Radwin) when needed.

3. Data and Analytics Infrastructure Support

- Working with SFMTA staff to understand, define, and, if necessary, refine business objectives.
- Defining, refining, and documenting metrics to support key business objectives.
- Identifying measures used to create metrics.
- Creating and refining data and analytic models or schemas to support SFMTA's general analytics including analysis and reporting.
- Drafting specifications for APIs and other interfaces to support business objectives, metrics, and reporting and analysis needs.
- Making recommendations for data transformations including quality control and validation requirements.
- Documenting business workflows.
- Creating reports and dashboards.
- Building pipelines to extract, ingest, process, and load data as batch and real-time operations.
- Implementing data and analytic models or schemas.
- Ensuring ingested and processed data are associated with quality codes.
- Implementing monitoring and alerting processes.
- Creating pipelines utilizing distributed technologies for storage and processing (especially Kudu, HDFS, Spark, and Azure technologies)
- Implementing processes for replication and high availability.
- Implementing processes for managing sensitive datasets.

4. SharePoint Administration and Migration Support

- Providing backend administration and support for the SFMTA's SharePoint applications.
- Maintaining SharePoint firewalls and security.
- Managing SharePoint migration from initial installation to maintenance, and customizing design as necessary.
- Working with SFMTA staff and consultants to customize SharePoint applications.
- Troubleshooting and solving operational problems for assigned software or hardware technologies.

5. Java / Middleware Engineer Support

- Developing data integrations and APIs to ingest and share data to external business partners and the public.

PERSONAL SERVICES CONTRACT SUMMARY

- Performing data validation, API development, and creating methods to receive and post data.
 - Managing and assisting to deploy ESB infrastructure, including writing and editing ansible deployment scripts.
 - Developing standard operating procedures to secure web services based on industry best practices.
 - Turning on API logging and creating reports to measure the availability of the web services.
6. Salesforce Development and Administration Support
- Developing data integrations and APIs to ingest and share data to external business partners and the public.
 - Performing data validation, API development, and creating methods to receive and post data.
 - Managing and assisting to deploy ESB infrastructure, including writing and editing ansible deployment scripts.
 - Developing standard operating procedures to secure web services based on industry best practices.
- Turning on API logging and creating reports to measure the availability of the web services.

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: MUNICIPAL TRANSPORTATION AGENCYDept. Code: MTAType of Request: Initial Modification of an existing PSC (PSC # 49604 - 18/19)Type of Approval: Expedited Regular Annual Continuing (Omit Posting)Type of Service: As-Needed Specialized Engineering ServicesFunding Source: Fund: Federal, Local, Grants (State)PSC Original Approved Amount: \$9,000,000PSC Original Approved Duration: 06/01/19 - 05/31/26 (7 years 1 day)PSC Mod#1 Amount: \$3,000,000PSC Mod#1 Duration: 06/01/26-02/28/27 (39 weeks 1 hour)PSC Cumulative Amount Proposed: \$12,000,000PSC Cumulative Duration Proposed: 7 years 39 weeks**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

The engineering consultant will provide support to the delivery of capital projects in the Intelligent Transportation system. The scope of consultant support includes but is not limited to:

- Plan, design, review, and construction management support of Digital systems that support the transportation business of the agency;
- Assist in the preparation of procurement contracts for software and hardware components, including product research, integration criteria, and performing alternative analyses;
- Prepare project management plan in accordance with FTA requirements; preparing QA oversight, audit plans, training;
- Perform special testing and inspection, cost analyses of contracts, change orders, task orders, and contract modification;
- Perform geotechnical investigation and reports;
- Perform system engineering related work;
- Perform start-up and commissioning of system processes;
- Provide safety certification oversight and required documentation;
- Other tasks related to system engineering and cost engineering support.

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

The services to be performed require highly specialized knowledge and various technology expertise not otherwise available in house. Due to the time-sensitivity of technology projects which may directly or indirectly impact the delivery of Intelligent Transportation System capital projects, we believe it is reasonable and necessary to request contractors to fill such needs. In some instances, due to the proprietary nature of certain software systems, City personnel do not have access to the trade-secret software source code or design of specialized electronic circuits. Replacement software and hardware, as well as specialized technical assistance on testing and commissioning upgrades to the system, must be contracted through the provider of the application and there are no applicable civil service classes who can perform this work. In certain circumstances, per regulation requirement, we must hire independent third-party services to perform review and inspection. Denial of this service will delay capital project delivery approved by the MTA Board set forth by the agency's Capital Improvement Program and negatively impact our capital project delivery performance. In instances where independent review and inspection services are required, denial of the service will prevent project acceptance and completion.

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

No

D. Will the contract(s) be renewed?

No

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

The initial request for 7 years term to cover as-needed specialized engineering support needs based on the capital project schedule.

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.

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

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

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

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

Explain the qualifying circumstances:

We seek professional services for Intelligent Transportation System capital projects that require highly specialized knowledge and various technology expertise not otherwise available in-house. The short duration of such projects would not make it feasible to conduct hiring through the civil service process. Due to the time-sensitivity of such projects which may directly or indirectly impact

the agency's daily operations and delivery of services to the public, we believe it is reasonable and necessary to hire contractors to fill such needs. We may also require independent reviews and inspections services per funding requirement or government regulation. Every reasonable attempt will be made to transition this work back to the City through the civil service hiring process if deemed appropriate and resources are available. In some instances, due to the proprietary nature of certain software systems, City personnel do not have access to the trade-secret software source code or design of specialized electronic circuits. Replacement software and hardware, as well as specialized technical assistance on testing and commissioning upgrades to the system, must be contracted through the provider of the application and there are no applicable civil service classes who can perform this work.

B. Reason for the request for modification:

Increasing PSC amount to a total of \$12,000,000 and updating proposed start date from 6/1/2019 to 3/1/2020 for the as-needed specialized engineering support needs to be based on capital and operating projects.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: The professional services we seek are necessary to assist with the timely completion of technology projects, including but not limited to, initial planning and programming, specialized analytical studies, construction support and management, start-up and operations planning, installing, configuring, testing, validating, and providing training and maintenance for various software and hardware used by the agency, as well as developing and implementing technology related processes and solutions. In general, we seek technology expertise in Digital systems that support the transportation business of the agency and the delivery of capital projects in the Intelligent Transportation System.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1041, IS Engineer-Assistant; 1042, IS Engineer-Journey; 1043, IS Engineer-Senior; 1044, IS Engineer-Principal; 1051, IS Business Analyst-Assistant; 1052, IS Business Analyst; 1053, IS Business Analyst-Senior; 1054, IS Business Analyst-Principal; 5201, Junior Engineer; 5203, Asst Engr; 5207, Assoc Engineer; 5241, Engineer; 5502, Project Manager 1; 5504, Project Manager 2; 5506, Project Manager 3; 5508, Project Manager 4;
- 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.
No, due to the immediate need for highly specialized skills for projects with a short duration, there are no applicable civil service classes that can perform the work. In some cases, due to the proprietary nature of the software system, City personnel do not have access to the trade-secret software source code or design of specialized electronic circuits.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No, due to the temporary need for

services to assist with the completion of short-term ad-hoc projects, it is not practical to adopt a new civil service class to perform the highly specialized nature of the work defined by each project manager.

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.
Depending on the scope of work defined by each project manager, the contractor will train City employees in their area of technology expertise to enhance and streamline current technology processes and solutions. Project managers will ensure that the contractors provide the proper cross-training and documentation to engineers and business analysts. The length of training varies depending on the scope of work, anywhere from a week up to several months.
- 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 08/14/19, the Department notified the following employee organizations of this PSC/RFP request:
Prof & Tech Eng, Local 21;

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

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

Address: 1 South Van Ness, San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 49604 - 18/19

DHR Analysis/Recommendation:
Commission Approval Not Required
Approved by DHR on 08/27/2019

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: Alum and Ferric Chloride Sludge Removal and Disposal Services

Funding Source: Water Enterprise Operating Funds

PSC Duration: 7 years 1 day

PSC Amount: \$2,500,000

1. Description of Work

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

This contract entails the removal of water treatment sludge or residuals from SFPUC's two water treatment plants Harry Tracy and Sunol Valley water treatment plants (HTWTP and SVWTP). The contract provides for removal, hauling, and disposal and/or recycling of alum and ferric sludge (residuals) from the two plants. Approximately 2,000 tons of sludge is anticipated from SVWTP annually and approximately 250 tons of sludge is anticipated from HTWTP annually. Sludge removal from SVWTP is expected to be done twice a year from the plant's lagoons. Harry Tracy uses a dewatering process at the treatment plant and the dewatered ferric chloride sludge removal will be done throughout the year, with an estimated average of one load every two weeks. Removal may be required on holidays and weekends based on the amount of residuals generated in the peak winter season, which may result in a removal of two to three loads per week.

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

HTWTP and SVWTP were designed to process treatment sludge/residuals differently based on available land on the plants' properties. In both cases, there is limited storage on site to store dried sludge. SVWTP has six sludge lagoons that allows the plant to rotate and store wet sludge that is dried to approximately 50% before being hauled off. Harry Tracy does not have land to allow sludge to be dried off and therefore requires mechanical dewatering to get the sludge to be in the 2550% solids range. Once the sludge that started off as 23% solids becomes 2550% solids, the sludge has to be removed from the plants before it is rewetted by rainfall or incoming wet sludge. The prompt removal of dried sludge will allow the plants to operate at their rated capacities. If the dried sludge gets rewetted because of an inability to haul off when needed, PUC will pay a higher price for hauling the wetter residuals. If the residuals become too wet to be accepted at the landfill then the plants' production rates would be reduced due to lack of storage for wet residuals produced continuously when the plants are in operation.

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

This service has been provided through an Office of Contract Administration generated contract. See TC 68394 and PSC# 40356 19/20

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.

Will report back in 4 years. The request is for 7 years, in order to encompass the full potential of the contract if it is extended to its maximum duration.

2. Reason(s) for the Request

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

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

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

B. Explain the qualifying circumstances:

See all previous/above responses. This is an ongoing waste removal service that the City is neither resourced nor licensed nor in contractual agreement with waste storage facilities in order for City staff to provide.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: This service requires the contractor to have all required licenses and permits to remove, transport, and dispose/recycle the residuals at an acceptable Class III landfill or alternate recycling site for nonhazardous waste. The contractor is also required to have sufficient number of trucks and leakproof trailers to remove water treatment residuals when requested.

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

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, the contractor will provide trucks and trailers capable of hauling residuals to primary recycling site or Class II landfill. The contractor is also responsible for residual testing as required by landfill/recycling site and locating a secondary landfill/recycling site if the primary site becomes unavailable during the course of the contract term. All sites have to meet permit and regulatory requirements.

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

There are no civil service classifications with the requisite specialized knowledge, agreements and/or equipment to do the work or meet associated regulatory requirements.

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

A. Explain why civil service classes are not applicable.

The City does not have agreements with Class III (nonhazardous) landfills or recycling sites for accepting water treatment residuals. The City also does not own the special trailers used to store and haul residuals from HTWTP.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. It would not be practical or feasible to adopt a new civil service class to perform this work because the amount of work is not enough to justify the cost of developing and administering a new class. In addition, the City would still not have the requisite agreements and equipment to fully accomplish this work and meet regulatory requirements.

6. Additional Information

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
No. Training is not applicable because the City does not have agreements with Class III (nonhazardous) landfills or recycling sites for accepting water treatment residuals. The City also does not own the special trailers used to store and haul residuals from HTWTP.

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

7. Union Notification: On 05/09/2023, 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@sflower.org

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 42981 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 07/03/2023

Receipt of Union Notification(s)

From: dhr-psccoordinator@sfgov.org on behalf of shale@sfwater.org
To: [dhr-psccoordinator@sfgov.org](mailto:Hale, Shawndrea M.; sbalaria@cirseiu.org; andrea@sfmea.com; Camaguey@sfmea.com; Camaguey@sfmea.com; cpark@local39.org; cpark@local39.org; khughes@ibew6.org; ewallace@ifpte21.org; ewallace@ifpte21.org; plangrooferlocal40@gmail.com; rooferslocal40@gmail.com; seichenberger@local39.org; dtuttle@oe3.org; dtubble@oe3.org; pkim@ifpte21.org; najuawanda.daniels@seiu1021.org; pking@uapd.com; president@sanfranciscodsa.com; max.porter@seiu1021.org; kennethlomba@gmail.com; snaranjo@cirseiu.org; mdennis@twusf.org; rmeneco@twusf.org; pwilson@twusf.org; cmover@nccrc.org; noah.frigault@sfgov.org; sfdpoa@icloud.com; Mjayne@iam1414.org; Emanuel, Rachel (DEM); laborers261@gmail.com; janko.laxamana@sfgov.org; jennifer.esteen@seiu1021.org; emathurin@cirseiu.org; abush@cirseiu.org; sbalaria@cirseiu.org; anthony@dc16.us; mlobre@sfpoa.org; tracym@sfpoa.org; mleach@ibt856.org; rooferslocal40@gmail.com; sal@local16.org; Criss@sfmea.com; Julie.Meyers@sfgov.org; seichenberger@local39.org; 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; tienkins@uapd.com; eerbach@ifpte21.org; tmathews@ifpte21.org; amakayan@ifpte21.org; jb@local16.org; Ricardo.lopez@sfgov.org; Basconillo, Kathy; Sandeep.lal@seiu1021.me; pcamarillo_seiu@sbcglobal.net; MRainsford@local39.org; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; pkim@ifpte21.org; agonzalez@iam1414.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; gail@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; oashworth@ibew6.org; L21PSCReview@ifpte21.org; laborers261@gmail.com; local200twu@sbcglobal.net; speedy4864@aol.com; Christina@sfmea.com; ecdemvoter@aol.com; thomas.vitale@seiu1021.org; Hale, Shawndrea M.; <a href=)
Subject: Receipt of Notice for new PCS over \$100K PSC # 42981 - 22/23
Date: Tuesday, May 9, 2023 10:42:57 AM

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 42981 - 22/23 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 42981 - 22/23 for \$2,500,000 for Initial Request services for the period 12/15/2023 – 12/14/2030. 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/20297> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT

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

Additional Attachment(s)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSIONDept. Code: PUCType of Request: Initial Modification of an existing PSC (PSC # 40356 - 19/20)Type of Approval: Expedited Regular Annual Continuing (Omit Posting)Type of Service: Alum and Ferric Chloride Sludge Removal and Disposal Services(68394)Funding Source: Water Supply & Treatment Operating BudgetPSC Original Approved Amount: \$1,050,000 PSC Original Approved Duration: 12/15/16 - 12/14/21 (5 years)PSC Mod#1 Amount: \$525,000 PSC Mod#1 Duration: 12/14/21-12/13/23 (1 year 52 weeks)PSC Cumulative Amount Proposed: \$1,575,000 PSC Cumulative Duration Proposed: 6 years 52 weeks**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

This contract entails the removal of water treatment sludge or residuals from SFPUC's two water treatment plants - Harry Tracy and Sunol Valley water treatment plants (HTWTP and SVWTP). The contract provides for removal, hauling, and disposal and/or recycling of alum and ferric sludge (residuals) from the two plants. Approximately 2,000 tons of sludge is anticipated from SVWTP annually and approximately 250 tons of sludge is anticipated from HTWTP annually. Sludge removal from SVWTP is expected to be done twice a year from the plant's lagoons. Harry Tracy uses a dewatering process at the treatment plant and the dewatered ferric chloride sludge removal will be done throughout the year, with an estimated average of one load every two weeks. Removal may be required on holidays and weekends based on the amount of residuals generated in the peak winter season, which may result in a removal of two to three loads per week.

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

HTWTP and SVWTP were designed to process treatment sludge/residuals differently based on available land on the plants' properties. In both cases, there is limited storage on site to store dried sludge. SVWTP has six sludge lagoons that allows the plant to rotate and store wet sludge that is dried to approximately 50% before being hauled off. Harry Tracy does not have land to allow sludge to be dried off and therefore requires mechanical dewatering to get the sludge to be in the 25-50% solids range. Once the sludge that started off as 2-3% solids becomes 25-50% solids, the sludge has to be removed from the plants before it is re-wetted by rainfall or incoming wet sludge. The prompt removal of dried sludge will allow the plants to operate at their rated capacities. If the dried sludge gets re-wetted because of an inability to haul off when needed, PUC will pay a higher price for hauling the wetter residuals. If the residuals become too wet to be accepted at the landfill then the plants' production rates would be reduced due to lack of storage for wet residuals produced continuously when the plants are in operation.

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 40356 - 19/20

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:

NA.

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 HTWTP and SVWTP require timely removal of sludge that cannot be interrupted while this contract undergoes contract modification for a price adjustment.

B. Reason for the request for modification:

The rate of sludge removal is expected to increase significantly. The current contract capacity is expected to be reached by the end of 2021.

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

A. Specify required skills and/or expertise: This service requires the contractor to have all required licenses and permits to remove, transport, and dispose/recycle the residuals at an acceptable Class III landfill or alternate recycling site for non-hazardous waste. The contractor is also required to have sufficient number of trucks and leak-proof trailers to remove water treatment residuals when requested.

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

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, the contractor will provide trucks and trailers capable of hauling residuals to primary recycling site or Class III landfill. The contractor is also responsible for residual testing as required by landfill/recycling site and locating a secondary landfill/recycling site if the primary site becomes unavailable during the course of the contract term. All sites have to meet permit and regulatory requirements.

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

The City does not have agreements with Class III (non-hazardous) landfills or recycling sites for accepting water treatment residuals. The City also does not own the special trailers used to store and haul residuals from HTWTP.

- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: It would not be practical or feasible to adopt a new civil service class to perform this work because the amount of work is not enough to justify the cost of developing and administering a new class. In addition, the City would still not have the requisite agreements and equipment to fully accomplish this work and meet regulatory requirements.

6. Additional Information

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

7. Union Notification: On 09/20/21, the Department notified the following employee organizations of this PSC/RFP request:
all unions were notified

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

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 40356 - 19/20

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 10/08/2021

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: Alum and Ferric Chloride Sludge Removal and Disposal Services(68394)

Funding Source: Water Supply & Treatment Operating Budget PSC Duration: 5 years

PSC Amount: \$1,050,000

1. Description of Work

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

This contract entails the removal of water treatment sludge or residuals from SFPUC's two water treatment plants - Harry Tracy and Sunol Valley water treatment plants (HTWTP and SVWTP). The contract provides for removal, hauling, and disposal and/or recycling of alum and ferric sludge (residuals) from the two plants. Approximately 2,000 tons of sludge is anticipated from SVWTP annually and approximately 250 tons of sludge is anticipated from HTWTP annually. Sludge removal from SVWTP is expected to be done twice a year from the plant's lagoons. Harry Tracy uses a dewatering process at the treatment plant and the dewatered ferric chloride sludge removal will be done throughout the year, with an estimated average of one load every two weeks. Removal may be required on holidays and weekends based on the amount of residuals generated in the peak winter season, which may result in a removal of two to three loads per week.

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

HTWTP and SVWTP were designed to process treatment sludge/residuals differently based on available land on the plants' properties. In both cases, there is limited storage on site to store dried sludge. SVWTP has six sludge lagoons that allows the plant to rotate and store wet sludge that is dried to approximately 50% before being hauled off. Harry Tracy does not have land to allow sludge to be dried off and therefore requires mechanical dewatering to get the sludge to be in the 25-50% solids range. Once the sludge that started off as 2-3% solids becomes 25-50% solids, the sludge has to be removed from the plants before it is re-wetted by rainfall or incoming wet sludge. The prompt removal of dried sludge will allow the plants to operate at their rated capacities. If the dried sludge gets re-wetted because of an inability to haul off when needed, PUC will pay a higher price for hauling the wetter residuals. If the residuals become too wet to be accepted at the landfill then the plants' production rates would be reduced due to lack of storage for wet residuals produced continuously when the plants are in operation.

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 always been provided through an Office of Contract Administration generated contract.

D. Will the contract(s) be renewed?

Yes.

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

NA.

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 HTWTP and SVWTP require timely removal of sludge that cannot be interrupted while this contract undergoes contract modification for a price adjustment.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: This service requires the contractor to have all required licenses and permits to remove, transport, and dispose/recycle the residuals at an acceptable Class III landfill or alternate recycling site for non-hazardous waste. The contractor is also required to have sufficient number of trucks and leak-proof trailers to remove water treatment residuals when requested.

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

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, the contractor will provide trucks and trailers capable of hauling residuals to primary recycling site or Class III landfill. The contractor is also responsible for residual testing as required by landfill/recycling site and locating a secondary landfill/recycling site if the primary site becomes unavailable during the course of the contract term. All sites have to meet permit and regulatory requirements.

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

The Water Enterprise has not made an effort to obtain these services through available resources within the City.

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

A. Explain why civil service classes are not applicable.

The City does not have agreements with Class III (non-hazardous) landfills or recycling sites for accepting water treatment residuals. The City also does not own the special trailers used to store and haul residuals from HTWTP.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. It would not be practical or feasible to adopt a new civil service class to perform this work because the amount of work is not enough to justify the cost of developing and administering a new class. In addition, the City would still not have the requisite agreements and equipment to fully accomplish this work and meet regulatory requirements.

6. Additional Information

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

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

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

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

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

F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
Yes. PSC approval is being requested because this contract is undergoing a contract modification.

7. **Union Notification:** On 08/15/2019, the Department notified the following employee organizations of this PSC/RFP request:
all unions were notified

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

Name: Bill Irwin Phone: 415-934-3975 Email: wirwin@sfgwater.org

Address: 525 Golden Gate Avenue San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 40356 - 19/20

DHR Analysis/Recommendation:

action date: 10/07/2019

Commission Approval Required

Approved by Civil Service Commission

10/07/2019 DHR Approved for 10/07/2019

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: Engineering Services for Regional Groundwater Treatment Improvements

Funding Source: Water Enterprise Capital Budget

PSC Duration: 8 years 1 day

PSC Amount: \$9,000,000

1. Description of Work

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

The work will require architectural, civil, structural, electrical, mechanical, process and other specialized engineering services in the planning, design, and engineering support during construction, for new conveyance and groundwater treatment facilities. The purpose of the project is to improve the performance and reliability of wells and facilities constructed under the Regional Groundwater Storage and Recovery Project in order to optimize the use of the groundwater supply in the South Westside Basin during dry years. The project will identify, design, and construct long-term improvements which may include a combination of retrofits or additions to the existing decentralized well pumping and treatment facilities and/or the construction of new centralized treatment and distribution facilities. An optional task is included to provide engineering support for projects related to the other Westside Groundwater Basin facilities, including South Sunset Well, West Sunset Well, and Golden Gate Central Well.

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

SFPUC is working on the Water System Improvement Program (WSIP), Sewer System Improvement Program (SSIP) and several Capital Improvement Programs (CIPs). The engineering workload has substantially increased and consultants are needed to meet peak workload demands for planning, engineering design and construction support services on projects. Also, this project requires special expertise in planning, engineering design, engineering support during construction, testing, commissioning, and start-up of new facilities and processes, particularly those related to groundwater treatment and water quality processes which are not available from City employees. Therefore, disapproval of this contract will deny the SFPUC staff the opportunity to work on facilities that will improve the performance and reliability of the wells and facilities which will result in an improved and efficient operation and maintenance. City staff will be utilized to lead, manage, and provide engineering and construction management support from planning to project completion through a project manager, project engineer, engineers, architects, construction inspectors, office engineer and resident engineer.

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

Previous similar contracts include Agreement No. PRO. 0120 for Engineering Services for Sunol Valley Water Treatment Plant Long Term Taste & Odor. The PSC No. for this Agreement is PSC# 47941 18/19.

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.
Will report back in 4 years. A project of this magnitude and complexity requires an eight-year contract. The planning phase will be two years and includes an Alternatives Analysis Report and Conceptual Engineering Report. The design phase will be two years and includes 35%, 65%, 95% and 100% design milestones with presentations at each milestone, preparation of engineer's estimates and construction schedules. The bid and award phase will be six months and includes addendum preparation, review of Question of Bid Documents (QBD's), review of bids and participation in preconstruction meetings and activities. The construction phase will be three years and 6 month, and includes construction support services, review of Requests for Information (RFI), Submittals and Requests for Substitutions, preparation of designs related to change orders or RFI's, preparation of an Operations and Maintenance (O&M) plan for the facility, and preparation of as-built Computer Aided Design (CAD) drawings.

2. Reason(s) for the Request

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

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

- B. Explain the qualifying circumstances:

As stated above, this project requires specialized expertise in engineering services particularly related to the planning and design of water treatment facilities, which is not available from City employees. The specialized engineering expertise required for this project and level of resources needed is not long term.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Experienced professional architects and engineers for architectural, civil, structural, electrical, mechanical, and other specialized engineering services for the planning and design of water treatment facilities and water quality processes. The specialized engineering services include treatment processes, surge control, geotechnical investigations, fire protection, corrosion, security, communications, system integration, construction cost estimating and scheduling, operations and maintenance plans, commissioning, startup and testing, and other support services. Design support services during the construction phase are needed to review RFIs and submittals, address design changes, prepare operations and maintenance plans and as-built CAD drawings.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5203, Asst Engr; 5207, Assoc Engineer; 5241, Engineer; 5265, Architectural Associate 1; 5266, Architectural Associate 2; 5268, Architect;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, drilling and other equipment for geotechnical/hazardous material investigations.

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

The department has contacted the architectural, engineering and construction management bureaus within the SF Public Utilities Commission and SF Public Works, and requested for support needed for the project. The managers have responded that City resources possess limited knowledge and experience needed to provide the specialized design and professional support services for work in water treatment and water quality processes. Also, the managers have responded that their current resources are not available to perform the work. City resources will be utilized for various scope based on availability and the project schedule. City staff

will fill the roles of project management and project engineering, architectural design, landscape design, civil design, structural design, mechanical design, and electrical design team based on availability and the project schedule.

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

- A. Explain why civil service classes are not applicable.
The project requires special expertise particularly in water treatment and water quality process design, which is not available from City employees.

- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. The specialized engineering expertise required for the project is not normally needed for projects and the level of resources needed is not long term. Adopting a new class for these specialized areas is not feasible.

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. In-house engineering staff will gain valuable knowledge and experience on this project. In addition to the knowledge transfer that will be provided as a result of working closely with the team with specialized engineering expertise, the team will also provide brown-bag presentations (one-hour each) throughout the term of the project. The target audience will be Water Enterprise, EMB, and PMB staff. Planned topics will include in-depth presentations on water treatment, water quality processes, facility operation and maintenance, and startup. These topics will benefit both the team directly assigned to the project, as well as additional engineering and technical staff across multiple departments.

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

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

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

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

7. Union Notification: On 05/08/2023, 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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 44299 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 07/03/2023

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of shale@sfgov.org
To: [Hale, Shawndrea M.](mailto:Hale,Shawndrea.M.); junko.laxamana@sfgov.org; ewallace@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; amakayan@ifpte21.org; L21PSCReview@ifpte21.org; [Hale, Shawndrea M.](mailto:Hale,Shawndrea.M.); dhr-psccordinator@sfgov.org
Subject: Receipt of Notice for new PCS over \$100K PSC # 44299 - 22/23
Date: Monday, May 8, 2023 3:49:42 PM

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

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

RECEIPT for Union Notification for PSC 44299 - 22/23 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 44299 - 22/23 for \$9,000,000 for Initial Request services for the period 05/01/2024 – 04/30/2032. 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/20293> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT

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

Additional Attachment(s)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION -- PUC

Dept. Code: PUC

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

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

Type of Service: Engineering Services for Sunol Valley Water Treatment Plant Long Term Taste & Odor (PRO.0120)

Funding Source: SFPUC Water Enterprise CIP

PSC Amount: \$19,000,000

PSC Est. Start Date: 10/01/2019

PSC Est. End Date 10/01/2026

1. Description of Work

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

SFPUC civil, structural, electrical; process, mechanical, and other specialized engineering services in the design and support during construction of a new raw water ozonation system, flocculant aid polymer system, and various needed upgrades at SFPUC's Sunol Valley Water Treatment Plant (SVWTP) to address long-term taste and odor issues and plant reliability. Major plant upgrades include new cryogenic oxygen tanks, liquid oxygen vaporizers, ozone generators, ozone injectors, an ozone contactor, an ozone building, an ozone destruct system, electrical power facilities, backup power facilities, polymer mixing skids, polymer aging tanks, transfer pumps, polymer building, associated piping/appurtenances, and associated automatic controls (I&C), modifications to various existing facilities and systems, and power generation consisting of solar panels atop the Treated Water Reservoir and nearby SVWTP facilities to offset the increased power load.

The scope also includes an upgrade to the Calaveras high voltage substation to accommodate increasing power needs brought on by the new ozonation system and various facility upgrades within the Sunol Valley and services of Technical Advisory Panels to review and provide expert opinion and recommendations during design and construction.

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

SFPUC is working on the Water System Improvement Program (WSIP), Sewer System Improvement Program (SSIP) and Capital Improvement Program (CIP). The engineering workload has substantially increased and consultants are needed to meet peak workload demands for planning, engineering design and construction support services on projects. This project requires special expertise in water treatment plant design and in particular, the raw water ozonation system, which is not available from City employees. The project is also on a tight schedule for completion due to the Hetch Hetchy shutdowns and the need to have a long-term taste and odor system in place. If these services are not available, the project will not be completed to the highest quality and meet the project schedule. There is substantially more work than can be completed with in-house engineers within the planned schedule. Also, some of the services require expertise which is not available from City employees.

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

Previous similar contracts include Agreement No. CS-879 (Engineering Project Design Services) for the Water System Improvement Program projects. The PSC No. for this Agreement is 4004-07/08.

D. Will the contract(s) be renewed?

No.

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

A project of this magnitude and complexity requires a seven-year contract. The planning phase will be 1.5 years and includes a Conceptual Engineering Report. The design phase will be 2 years and includes 35, 65, 95 and 100% design milestones with presentations at each milestone, preparation of Civic Design Review documents, engineer's estimates and construction schedules and documents needed for the California Environmental Quality Act (CEQA) process. The bid and award phase will be .5 years and includes addendum preparation, review of Question of Bid Documents (QBD's), review of bids and participation in preconstruction meetings and activities. The construction phase will be 2.5 years and includes construction support services, review of Requests for Information (RFI), Submittals and Requests for Substitutions, attend weekly construction meetings, attend site visits, prepare designs related to change orders or RFI's, and preparation of an Operations and Maintenance (O&M) plan for the facility. The closeout phase will be .5 years and will include review of closeout documents, preparation of as-built Computer-Aided Design (CAD) drawings and closeout reports. In the event there are design or construction delays and/or follow-up sub projects, consultant services will be needed for design and construction support work, pushing the duration past the 6-year mark.

2. Reason(s) for the Request

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

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

B. Explain the qualifying circumstances:

As stated in Section 1B, this project requires special expertise in water treatment plant design and the ozonation process, which is not available from City employees. The project is also on a tight schedule for completion due to the Hetch Hetchy shutdowns and need to have taste and odor control systems installed prior to the shutdowns.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Experienced professional engineers in the structural, electrical, power, process, mechanical and civil disciplines during the design and construction phases of the new raw water ozonation system, substation upgrades and SVWTP improvements are needed. Areas of specialized engineering experience are needed for the ozonation and high voltage systems. In addition, process modifications downstream of the raw water ozonation process requires expertise in water treatment design. Design support services during the construction phase are needed to review RFI's, RFS' and submittals, address design changes and prepare operations and maintenance plans and as-built CAD drawings.

B. Which, if any, civil service class(es) normally perform(s) this work? 5203, Asst Engr; 5207, Assoc Engineer; 5241, Engineer;

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

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

City resources will be utilized for various scope based on availability and the project schedule.

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

A. Explain why civil service classes are not applicable.

The project requires special expertise in Ozonation and water treatment design, which is not available from City employees.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. The specialized engineering expertise required for the project is not normally needed for projects and the level of resources needed is not long term. Adopting a new class for these specialized areas is not feasible.

6. Additional Information

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
Yes. In-house engineering staff will gain valuable knowledge and experience on this project. In addition to the knowledge transfer that will be provided as a result of working closely with the award firm, the consultant will also provide brown bag lunch presentations (one-hour each) throughout the term of the project. The target audience will be Water Enterprise, EMB and PMB staff. Planned topics will include in depth presentations on treatment technologies, facility operation and start-up, BIM, and/or lessons learned. These topics will benefit both the team directly assigned to the project, as well as additional staff across multiple departments.

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 03/22/2019, the Department notified the following employee organizations of this PSC/RFP request:
Architect & Engineers, Local 21; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21

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

Name: Bill Irwin Phone: 415-934-3975 Email: wirwin@sfgwater.org

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 47941 - 18/19

DHR Analysis/Recommendation:

action date: 05/20/2019

Commission Approval Required

Approved by Civil Service Commission

05/20/2019 DHR Approved for 05/20/2019

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION -- PUC

Dept. Code: PUC

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

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

Type of Service: Professional Service

Funding Source: Hetch Hetchy Power

PSC Duration: 5 years 2 days

PSC Amount: \$975,000

1. Description of Work

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

Consultant will provide expert advice, analysis, and assistance on planning for electric utility customer growth and expansion of owned electrical assets.

Work products may include, but are not limited to the following: peer review of staff analyses, providing briefings and/or presentations, creating an actionable transition and growth implementation plan, and developing an organizational structure redesign plan

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

This service is necessary as the SFPUC Power Enterprise needs expert experience and assistance in efforts to acquire the electric grid in San Francisco and make strategic investments in electric infrastructure that are consistent with this ultimate goal. Leveraging expertise in maintaining and growing a public electric utility is essential to the Power Enterprise's long-term financial stability. Denial of this service could hinder the enterprise's ability in making strategic planning decisions.

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

No

D. Will the contract(s) be renewed?

No

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

We expect there to be significant strategic/transition planning in the next 5 years as the Power Enterprise is looking to expand the utility and prepare for acquisition of the electric grid in San Francisco. Additionally, Power Enterprise must make strategic infrastructure investments that are consistent with the expected acquisition. Therefore, we will need the consultant to assist with transition planning and implementation.

2. Reason(s) for the Request

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

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

B. Explain the qualifying circumstances:

The consultant will be assisting the Power Enterprise with its current strategic planning and acquisition efforts. This effort requires expertise in maintaining and growing a publicly-owned electric utility. There will not be a need for the consultant to stay on long-term.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: - expertise in managing publicly owned electric utilities (specifically aspects of strategic planning, process re-design, development, and customer growth) - expert knowledge in electric asset operations and maintenance - expert knowledge in bundled electric service provision

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

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

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

There aren't any other civil service classifications and/or groups that can provide this type of expert level consulting within the City as we have never attempted such a project before.

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

A. Explain why civil service classes are not applicable.

The scope cannot be performed by civil service staff as this work will not be needed long-term. The scope of this work applies only to the City's current efforts to acquire PG&E's electrical infrastructure. This needs to be performed by someone with executive management experience within publicly-owned electric utilities that can consult on strategy and implementation on this unique transitional period.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, this work requires expert level experience for a short time period of transitional analysis & strategic planning.

6. Additional Information

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

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

No. We don't expect the need for this service in the long term as this transition period is very unique. The consultant will be providing strategic planning consultation rather than specific skills sets that can be taught to staff.

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

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

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

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

7. **Union Notification:** On 05/09/2023, 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@swater.org

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 46339 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 07/03/2023

Receipt of Union Notification(s)

From: dhr-psccoordinator@sfgov.org on behalf of shale@sfwater.org
To: [dhr-psccoordinator@sfgov.org](mailto:Hale, Shawndrea M.; sbabaria@cirseiu.org; andrea@sfmea.com; Camaguey@sfmea.com; Camaguey@sfmea.com; cpark@local39.org; cpark@local39.org; khughes@ibew6.org; ewallace@ifpte21.org; ewallace@ifpte21.org; plangrooferlocal40@gmail.com; rooferslocal40@gmail.com; seichenberger@local39.org; dtuttle@oe3.org; dtuttle@oe3.org; pkim@ifpte21.org; najuawanda.daniels@seiu1021.org; pking@uapd.com; president@sanfranciscodsa.com; max.porter@seiu1021.org; kennethlomba@gmail.com; snaranjo@cirseiu.org; mdennis@twusf.org; rmoreno@twusf.org; pwilson@twusf.org; cmover@nccrc.org; noah.frigault@sfgov.org; sfdpoa@icloud.com; Mjayne@iam1414.org; Emanuel, Rachel (DEM); laborers261@gmail.com; janko.laxamana@sfgov.org; jennifer.esteen@seiu1021.org; emathurin@cirseiu.org; abush@cirseiu.org; sbabaria@cirseiu.org; anthony@dc16.us; mlobre@sfpoa.org; tracym@sfpoa.org; mleach@ibt856.org; rooferslocal40@gmail.com; sal@local16.org; Criss@sfmea.com; Julie.Meyers@sfgov.org; seichenberger@local39.org; 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; tienkins@uapd.com; eerbach@ifpte21.org; tmathews@ifpte21.org; amakayan@ifpte21.org; jb@local16.org; Ricardo.lopez@sfgov.org; Basconcillo, Kathy; Sandeep.lal@seiu1021.me; pcamarillo_seiu@sbcglobal.net; MRainsford@local39.org; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; pkim@ifpte21.org; agonzalez@iam1414.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; gail@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; oashworth@ibew6.org; L21PSCReview@ifpte21.org; laborers261@gmail.com; local200twu@sbcglobal.net; speedy4864@aol.com; Christina@sfmea.com; ecdemvoter@aol.com; thomas.vitale@seiu1021.org; Hale, Shawndrea M.; <a href=)
Subject: Receipt of Notice for new PCS over \$100K PSC # 46339 - 22/23
Date: Tuesday, May 9, 2023 11:15:22 AM

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 46339 - 22/23 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 46339 - 22/23 for \$975,000 for Initial Request services for the period 12/31/2023 – 12/31/2028. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/20299> 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: Fuel Polishing and Analysis

Funding Source: O&M

PSC Duration: 7 years 24 weeks

PSC Amount: \$1,100,000

1. Description of Work

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

Take before and after sample of fuel from bottom of each tank before and after each filtering process and provide both samples from each location to customer within 5 business days. Removal and filtration of fuel through no less than 5 micron or less filters to filter out water, sludge, microbial and fungal growth from the fuel and return it back to the tank it was removed from. Before and after physical samples of the fuel are taken and sent to a laboratory for analysis with a resulting report sent back to indicate the physical properties and condition of the fuel after all of the processes have been completed. Remove, manifest, haul and dispose of all contaminated water, filters and hazardous waste in a legal manner per federal, state, county and city laws and ordinances.

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

Fuel Polishing is a process and technical service that is used to remove and filter microbial contaminants, sludge and water from fuel within fuel tanks, filters that same fuel and returns it back to its place of origin, ie, back into an underground or above ground fuel tank. Biocides and antimicrobial agents are added to the fuel based upon tank capacity to further inhibit growth of bacteria and/or fungus. Consequences of denial will cause fuel to eventually go bad and can cause equipment failures on the engines that the fuel is being supplied to. These failures can include blocked filters, premature wear on fuel injectors and fuel system or engine failure.

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

This service was provided in the past for the City Distribution Division by means of a Prop Q Purchase Order through a contractor specializing in Fuel Polishing

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.

Will report back in 4 years. Having a longer contract period enables consistency of results given one contractor is doing the work as well as knowing all of the logistical challenges of the work at each location and being prepared for those challenges. A report will be given to the Commission in Year 4 of the contract.

2. Reason(s) for the Request

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

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

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

B. Explain the qualifying circumstances:

Fuel polishing is typically done on an annual basis so the box indicating "service required on an as-needed, intermittent or periodic basis is checked.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: A specialty contractor utilizing trained staff in the use of specialized equipment designed to remove and filter out water, sludge, microbial and fungal growth from the fuel and return it back to the tank it was removed from. Before and after physical samples of the fuel are taken and sent to a laboratory for analysis with a resulting report sent back to indicate the physical properties and condition of the fuel after all of the processes have been completed.

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. City Staff do not perform this type of work so they do not possess the specialized equipment or knowledge, skills or abilities needed to perform this work.

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

The work required to do this task does not require a full time PCS employee given it's typical once a year frequency. The equipment costs associated with doing the work as well as the cost of upkeep and maintaining the equipment far exceed the costs of hiring a contractor 1x/year who specializes in these services.

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

A. Explain why civil service classes are not applicable.

I don't believe that any City Staff would under take this work as they do not possess the equipment or knowledge, skills or abilities to do such work.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. The work required to do this task does not require a full time PCS employee given it's typical once a year frequency. The equipment costs associated with doing the work as well as the cost of upkeep and maintaining the equipment far exceed the costs of hiring a contractor who specializes in these services.

6. Additional Information

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
No. This is a specialized service with specialized equipment that City Employees do not possess and is why this service is being contracted out to a specialty contractor.

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

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

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

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

7. **Union Notification:** On 05/12/2023, 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# 47742 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 07/03/2023

Receipt of Union Notification(s)

From: dhr-psccoordinator@sfgov.org on behalf of shale@sfgwater.org
To: [Hale, Shawndrea M.](mailto:Hale,Shawndrea.M.); SF-DHR-Info@seiu1021.org; SF-DHR-Info@seiu1021.org; sbalaria@cirseiu.org; andrea@sfmea.com; Camaguey@sfmea.com; Camaguey@sfmea.com; cpark@local39.org; cpark@local39.org; khughes@ibew6.org; ewallace@ifpte21.org; ewallace@ifpte21.org; plangrooferslocal40@gmail.com; rooferslocal40@gmail.com; seichenberger@local39.org; dtuttle@oe3.org; dtubbble@oe3.org; pkim@ifpte21.org; najuawanda.daniels@seiu1021.org; pking@uapd.com; president@sanfranciscodsa.com; max.porter@seiu1021.org; kennethlomba@gmail.com; snaranjo@cirseiu.org; mdennis@twusf.org; rmarenc@twusf.org; pwilson@twusf.org; cmoyer@nccrc.org; noah.frigault@sfgov.org; sfdpoa@icloud.com; Mjayne@iam1414.org; [Emanuel, Rachel \(DFM\)](mailto:Emanuel,Rachel(DFM)); laborers261@gmail.com; junko.laxamana@sfgov.org; jennifer.esteen@seiu1021.org; emathurin@cirseiu.org; abush@cirseiu.org; sbalaria@cirseiu.org; anthony@dc16.us; mlobre@sfpoa.org; tracym@sfpoa.org; mleach@ib856.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; [Basconcillo, Kathy](mailto:Basconcillo,Kathy); Sandeep.lal@seiu1021.me; pcamarillo_seiu@sbcglobal.net; MRainsford@local39.org; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; pkim@ifpte21.org; agonzalez@iam1414.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; gail@sfflocal798.org; cityworker@sfcwu.org; davidmkersten@gmail.com; djohnson@opcmllocal300.org; ramonliuna261@gmail.com; ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org; xiumin.li@seiu1021.org; Sin.Yee.Poon@sfgov.org; smcgarry@nccrc.org; rmitchell@twusf.org; grojo@local39.org; jduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org; L21PSCReview@ifpte21.org; sfmsa@gmail.com; bart@dc16.us; david.canham@seiu1021.org; jtanner940@aol.com; oashworth@ibew6.org; L21PSCReview@ifpte21.org; laborers261@gmail.com; local200twu@sbcglobal.net; speedy4864@aol.com; Christina@sfmea.com; ecdemvoter@aol.com; thomas.vitale@seiu1021.org; [Hale, Shawndrea M.](mailto:Hale,Shawndrea.M.); dhr-psccoordinator@sfgov.org
Subject: Receipt of Notice for new PCS over \$100K PSC # 47742 - 22/23
Date: Friday, May 12, 2023 11:03:37 AM

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 47742 - 22/23 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 47742 - 22/23 for \$1,100,000 for Initial Request services for the period 07/15/2023 – 01/01/2031. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/20339> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT

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

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW

Dept. Code: DPW

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

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

Type of Service: Consulting & Training for Organizational Development, Strategic Planning & Process Improvement

Funding Source: Overhead

PSC Amount: \$185,000

PSC Est. Start Date: 07/03/2023 PSC Est. End Date 12/31/2028

1. Description of Work

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

The consultant shall provide consulting, training and coaching services for organizational development and change management to San Francisco Public Works staff, with the main purpose to be in alignment with the Malcom Baldrige Excellence Framework. Services may include the following areas: (a) development and deployment of strategic plan(s); (b) development and implementation of a training plan for a process improvement program based on the Lean Six Sigma methodology and the Baldrige Framework; (c) consulting, coaching, and training to staff to design, assess, and improve processes and metrics of Public Works services; (d) training and coaching on the Baldrige Framework and best practices; and (e) development of a department's assessment with the goal of improving our organizational development and performance management.

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

These specialized services are necessary to assist Public Works advance its continuous improvement journey through the Baldrige Excellence Framework. This framework and tools are very structured, comprehensive, adaptable, and unique approach towards organizational strategic planning and continuous improvement, and SMEs (Subject Matter Experts) are required to train and support our workforce. Public Works has initiated efforts towards continuous improvement and these services are necessary to advance our goals towards finding and addressing opportunities for improvement, maximizing value, and reducing waste in our service delivery. Denial of these services can negatively impact both the day-to-day operations and long-term mission/goals of the department.

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

Similar services have been previously provided through PSCs 38903-19/20 and 44741-20/21.

D. Will the contract(s) be renewed?

No

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

PSC duration exceeds 5 years to account for time needed to advertise and award contracts. The contract will have a duration of no more than 5 years.

2. Reason(s) for the Request

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

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

B. Explain the qualifying circumstances:

Services are anticipated to be short term and require a specialized set of skills and expertise.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Experience that demonstrates capability and knowledge in strategic planning; training and implementing process improvement programs using Lean Six Sigma methodologies as well as expertise in implementing the Baldrige Excellence Framework in other organizations with similar size and complexity as San Francisco Public Works.

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?

Public Works does not have internally the available expertise or resources to provide the services required for this specialty expertise.

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

A. Explain why civil service classes are not applicable.

There are currently no employees with the knowledge, skills, training, and certification to perform the organizational development, strategic planning and process improvement required for this endeavor.

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

6. Additional Information

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
Yes. Multiple cohorts will be scheduled for different levels of process improvement/Lean Six Sigma training and to execute process improvement projects. Estimated training is 25-30 hours over a span of 3 months for teams to finish training and complete a process improvement project. Approximately 60 people from different levels of the organization would be trained in Lean Six Sigma and another 30-40 people, mostly managers and supervisors, would participate in training related to strategic planning and the Baldrige Framework.

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

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

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

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

7. **Union Notification:** On 04/26/2023, 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: Alexander Burns Phone: 415-554-6411 Email: alexander.burns@sfdpw.org

Address: 49 South Van Ness Ave, Suite 1600 San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 45014 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 07/03/2023

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of alexander.burns@sfdpw.org
To: [RECEIPT for Union Notification for PSC 45014 - 22/23 more than \\$100k](mailto:Burns,Alexander(DPW);sbabaria@cirseiu.org;andrea@sfmea.com;camaguey@sfmea.com(contact);camaguey@sfmea.com(contact);cpark@local39.org;cpark@local39.org;khughes@ibew6.org;ewallace@ifpte21.org;ewallace@ifpte21.org;planrooferslocal40@gmail.com;rooferslocal40@gmail.com;StanEichenberger;dtuttle@oe3.org;dtubble@oe3.org;pkim@ifpte21.org;NajuawandaDaniels;PierreKing-UAPD;president@sanfranciscodsa.com;max.porter@seiu1021.org;kennethlomba@gmail.com;snaranjo@cirseiu.org;mdennis@twusf.org;roger.marenco;pwilson@twusf.org;cmoyer@nccrc.org;Frigault,Noah(HRC);sfdpoa@icloud.com;mjayne@iam1414.org;Emanuel,Rachel(DEM);laborers261@gmail.com;Laxamana,Junko(DBI);jennifer.esteen@seiu1021.org;emathurin@cirseiu.org;abush@cirseiu.org;sbabaria@cirseiu.org;anthony@dc16.us;mlobre@sfpoa.org;@sfpoa.org;TracyMcCray;mleach;rooferslocal40@gmail.com;sal@local16.org;Criss@sfmea.com;Julie.Meyers@sfgov.org;StanEichenberger;JasonKlumb;camaguey@sfmea.com(contact);ablood@cirseiu.org;kcartermartinez@cirseiu.org;ecassidy@ifpte21.com;WendyWong26@yahoo.com;wendywong26@yahoo.com;sarah.wilson@seiu1021.org;kschumacher@ifpte21.org;kpage@ifpte21.org;tjenkins@uapd.com;eerbach@ifpte21.org;tmathews@ifpte21.org;amakayan@ifpte21.org;jb@local16.org;Ricardo.lopez@sfgov.org;Kbasconillo@sfwater.org;Sandeep.lal@seiu1021.me;pcamarillo_seiu@sbcglobal.net;MRainsford@local39.org;WendyFrigillana;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;RamonHernandez;ablood@cirseiu.org;pkarinen@nccrc.org;tony@dc16.us;stevek@bac3-ca.org;XiuMinLi;Sin.Yee.Poon@sfgov.org;smcgarry@nccrc.org;rmitchell@twusf.org;grojo@local39.org;jduritz@uapd.com;staff@sfmea.com;mike@dc16.us;khughes@ibew6.org;l21pscreview@ifpte21.org;sfsmsa@gmail.com;bart@dc16.us;david.canham@seiu1021.org;jtanner940@aol.com;oashworth@ibew6.org;l21pscreview@ifpte21.org;laborers261@gmail.com;local200twu@sbcglobal.net;speedy4864@aol.com;christina@sfmea.com;ecdemvoter@aol.com;ThomasVitale;Sy_Don(DPW);DHR-PSCCoordinator,DHR(HRD)
Subject: Receipt of Notice for new PCS over $100K PSC # 45014 - 22/23
Date: Wednesday, April 26, 2023 2:42:08 PM</p><hr/></div><div data-bbox=)

The GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW has submitted a request for a Personal Services Contract (PSC) 45014 - 22/23 for \$185,000 for Initial Request services for the period 07/03/2023 – 12/31/2028. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/20241> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again, change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

Additional Attachment(s)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPWDept. Code: DPWType of Request: Initial Modification of an existing PSC (PSC # _____)Type of Approval: Expedited Regular Annual Continuing (Omit Posting)Type of Service: Consulting and Training Services Using Lean Six Sigma MethodologiesFunding Source: Overhead FundPSC Amount: \$110,000PSC Est. Start Date: 07/01/2021PSC Est. End Date
06/30/2027**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

The Consultant shall provide consulting and training services for process improvement and change management strategies to San Francisco Public Works staff on the Lean Six Sigma methodologies, techniques, and tools, in alignment with the Malcom Baldrige Excellence Framework.

Services may include but are not limited to: development and implementation of a training plan for a process improvement program based on the Lean Six Sigma methodologies and the Baldrige Excellence Framework; providing support, training and mentoring to front line staff, supervisors and managers as they go through various levels of Lean Six Sigma training (white belt, yellow belt, green belt and/or black belt) and change management training; and providing support for leadership and senior management on organizational excellence and process improvement programs following the Baldrige Framework.

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

San Francisco Public Works has initiated efforts towards continuous improvement and this service is necessary to proceed with the department's goals towards finding opportunities for improvement, maximizing value and reducing defects and waste through Lean Six Sigma methodologies. The consultant is also key in the department's goal to align with the Malcolm Baldrige Excellence Framework. Denial of this service can negatively impact both the day-to-day operations and long-term mission/goals of the Department.

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

Previous contracts under Contract ID 1000015924 under PSC#38903-1920 approved on October 21, 2019.

D. Will the contract(s) be renewed?

Yes, if there is a need to continue the services.

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

The anticipated contract term is for five years, the additional time is to allow for any delays in RFP processing and awarding the contracts.

2. Reason(s) for the Request

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

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

B. Explain the qualifying circumstances:

We are requesting training to increase staff capacity in executing process improvement projects and in identifying and solving problems. This process improvement training supports a culture of continuous improvement as well as foster a better working environment and service delivery to our clients and customers.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Experience that demonstrate capability and knowledge in training, implementing, and coaching process improvement programs using Lean Six Sigma methodologies, as well as knowledge and expertise in implementing the Baldrige Excellence Framework in other organizations with similar size and complexity as Public Works.

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 expertise required for development and implementation of a training plan for a process improvement program based on the Lean Six Sigma methodologies and the Baldrige Excellence Framework has been compared against current City resources. However, current City resources do not provide in-depth and comprehensive training and support that San Francisco Public Works needs.

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

A. Explain why civil service classes are not applicable.

There are currently no civil class that can perform this type of work, as this requires a very specific level of expertise and knowledge related to the Baldrige Excellence Framework and Lean Six Sigma.

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, given the high level area of expertise required for this engagement.

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. To acquire skills on executing process improvement projects, multiple cohorts will be scheduled for Process Improvement: Lean Six Sigma Yellow Belt Training and more advanced training (Green or Black Belt training). The training sessions will focus on the concepts of Lean Six Sigma and will be conducted by the consultant. Estimated hours for basic training for one cohort is 25-30 hours over a span of 3 months for teams to finish training and complete a process improvement project. Each cohort may have around 25 participants, including but not limited to, front line staff, supervisors and managers.

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

No.

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

No.

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

No.

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

No.

7. **Union Notification:** On 04/20/2021, the Department notified the following employee organizations of this PSC/RFP request:

all unions were notified

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

Name: Alexander Burns Phone: 415-554-6411 Email: alexander.burns@sfdpw.org

Address: 49 South Van Ness, Suite 1600 San Francisco, CA

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 44741 - 20/21

DHR Analysis/Recommendation:

action date: 07/19/2021

Commission Approval Required

Approved by Civil Service Commission

07/19/2021 DHR Approved for 07/19/2021

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPWDept. Code: DPWType of Request: Initial Modification of an existing PSC (PSC # _____)Type of Approval: Expedited Regular Annual Continuing (Omit Posting)Type of Service: Organizational Process Improvement Yellow Belt TrainingFunding Source: Training and Overhead BudgetPSC Amount: \$10,000PSC Est. Start Date: 09/16/2019PSC Est. End Date 09/15/2020**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

Consultant will prepare and hold two two-day sessions of "Yellow Belt" training program designed for leaders and emerging talent that will develop internal capabilities to effectively execute process improvement projects. Key areas of Yellow Belt training include: Introduction to Lean and Six Sigma; Develop ability to identify 7 types of wastes in processes; Develop and apply 5S principles and tools; Introduction and application of Value Stream Mapping; Introduction to Project Management for Process Improvement for Public Works executive and leadership teams. The training programs are design to build knowledge and skills that will enable them to achieve and implement actions towards SF Public Works (PW) Strategic Planning goals for continuous improvement.

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

This service is necessary to help support Public Works achieve the 2020 Strategic Plan goals. Such training will build internal capabilities to effectively execute process improvement system wide and track long term success in relation to strategic planning goals of the department with the future goal of eliminating outsourcing such services. Without these services, PW leaders and emerging talent will not have access to career and organizational development skills as well as current process improvement methodology that will help improve the Department's performance management system, review and formalize processes system wide and tracking long-term success of all process improvement related outcomes.

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

Similar training services and type of services have been approved for/and related to Organizational Improvement Process(PSC 39434-1920); Professional Consulting Services for Strategic Plan (PSC 30542-1920)

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.

B. Explain the qualifying circumstances:

The Consultant will provide specialized process improvement training through teaching the concepts of Lean Six Sigma in the context of Baldrige Excellence Framework with the intention to improve the Department's key business processes.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: -In-depth knowledge and understanding of Baldrige Excellence Framework and Lean Six Sigma concepts and methodologies based on the American Society of Quality. - Expertise with developing strategies to improve organizations performance management system - Experience as a lead coach/Instructor in leadership and training for variety of employee positions, from leadership to front-line staff.

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?

These specialized training services for Baldrige and Lean Six Sigma training and implementation do not exist within the City. The required services is short term.

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

A. Explain why civil service classes are not applicable.

There are currently no civil service class that can perform this type of work, as this requires a very specific level of expertise and knowledge related to the Baldrige Excellence Framework and Lean Six Sigma.

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. Given the high level area of expertise required and intermittent/short term nature of the work

6. Additional Information

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not. Yes. Consultant will prepare and offer two two-day Yellow Belt training sessions to increase knowledge and skills of emerging leaders from different areas of the agency to effectively execute simple process improvement projects. Approximately 60 employees will be trained between all sessions.

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 09/13/2019, 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: Alexander Burns Phone: 415-554-6411 Email: alexander.burns@sfdpw.org

Address: 1155 Market St. 4th floor San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 38903 - 19/20

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 10/21/2019

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: SHERIFF -- SHE

Dept. Code: SHE

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

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

Type of Service: Annual support and subscription service for policy and training management system

Funding Source: General Fund

PSC Duration: 3 years

PSC Amount: \$510,000

1. Description of Work

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

The Sheriff's Office is proposing to enter into a 3-year agreement with Contractor to continue maintenance and annual subscription to their policy and training management solution.

Contract ID 1000008809 was awarded to Contractor following a formal solicitation (Sourcing Event #000000322) issued on October 31, 2017. The awarded Contractor analyzed the Sheriff's Office policies, procedures, practices, culture, and training manuals for the three respective divisions of the SFSO; Administration and Programs, Field Operations, and Custody Operation. The Contractor worked collaboratively with SFSO to update policies and procedures consistent with emerging best practices and changes in case law, new legislation and statutes. The Contractor then implemented a comprehensive policy management and training system that allows electronic modifications to policy manuals via Contractor's Knowledge Management System (KMS) for streamlining the approval and acknowledgement of updated policies and procedures. The policies are consolidated onto the KMS Platform accessible from multiple electronic locations/devices, easily searchable by keyword, with consistent structure, terminology and formatting across policies.

The annual maintenance and subscription will provide continuous updates. The Contractor's California legal and content development team will continuously monitor for new legislative bills, statutes and case laws on the state and federal levels that directly impact SFSO policy content. The KMS send update notifications to SFSO users via the KMS online platform and mobile app. Their update management services include editing and formatting content to match the policy manual's structure and deconflicting policies and updates with other content in the SFSO manuals. The KMS tracks SFSO staff acknowledgement of training and produce reports by deputy, Daily Training Bulletin and/or topics.

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

The updated policy and procedure manuals are essential to the operation of the Sheriff's Office. Out of date policies and procedures create liability and risk exposure as policies are based on federal standards and state statutes and case law, and regulatory actions. Outdated policies and procedures are the underpinnings of staff actions that may lead to litigations. Outdated policies and procedures are acknowledged and adopted by new staff resulting in an exponentially greater liability and risk exposure for the City.

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

The Sheriff's Office entered into an agreement with Contractor on August 1, 2018 to review, analyze and update the policies and procedures of the entire department. Prior to 2018, the policies were infrequently updated in a Word document and just passed along to new staff.

D. Will the contract(s) be renewed?

The Sheriff's Office will review the performance of the Contractor following the initial 3-year term and will determine whether to exercise the two options to extend the contract terms.

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 Sheriff's Office propose to enter into a 3-year agreement for annual maintenance and subscription to provide ongoing support of the internal policy, procedure, and training management solution. The agreement will have an initial 3-year term with two options to renew for 1-year.

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 annual maintenance and subscription will provides continuous updates. The Contractor's California legal and content development team will continuously monitor for new legislative bills, statues and case laws on the state and federal levels that directly impact SFSO policy content. The KMS send update notifications to SFSO users via the KMS online platform and mobile app. Their update management services include editing and formatting content to match the policy manual's structure and deconflicting policies and updates with other content in the SFSO manuals. The KMS tracks SFSO staff acknowledgement of training and produce reports by deputy, Daily Training Bulletin and/or topics. The updated policy and procedure manuals are essential to the operation of the Sheriff's Office. Out of date policies and procedures create liability and risk exposure as policies are based on federal standards and state statutes and case law, and regulatory actions. Outdated polices and procedures are the underpinnings of staff actions that may lead to litigations. Outdated policies and procedures are acknowledged and adopted by new staff resulting in an exponentially greater liability and risk exposure for the City. The policy and training services require a knowledge of custody and law enforcement polices. As well as, an in depth knowledge of regulatory actions, legislative mandates, and case law impacting policy. The policy management system is a comprehensive solution proprietary to the Contractor. The Contractor does not authorize 3rd parties to provide its policy solutions.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: The policy and training services require a knowledge of custody and law enforcement polices. As well as, an in depth knowledge of regulatory actions, legislative mandates, and case law impacting policy. The policy management system is a comprehensive solution proprietary to the Contractor. The Contractor does not authorize 3rd parties to provide its policy solutions.

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 Sheriff's Office and the City do not have the expertise and specific knowledge to provide the annual support of the current policy and training solution.

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

- A. Explain why civil service classes are not applicable.
The policy and training services require a knowledge of custody and law enforcement polices. As well as, an in depth knowledge of regulatory actions, legislative mandates, and case law impacting policy. The Contractor's California legal and content development team will continuously monitor for new legislative bills, statues and case laws on the state and federal levels that directly impact SFSO policy content.
- 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 Sheriff's Office and the City do not have the expertise and specific knowledge to provide the annual support of the current policy and training solution.

6. Additional Information

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

**7. Union Notification: On 05/10/2023, 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: Henry Gong Phone: 415-554-7241 Email: henry.gong@sfgov.org

Address: 1 Dr. Carlton B. Goodlett Place, Room 456 San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 42792 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 07/03/2023

Receipt of Union Notification(s)

Gong, Henry (SHF)

From: dhr-psccordinator@sfgov.org on behalf of henry.gong@sfgov.org
Sent: Wednesday, May 10, 2023 8:50 AM
To: Gong, Henry (SHF); sbabaria@cirseiu.org; andrea@sfmea.com; camaguey@sfmea.com (contact); camaguey@sfmea.com (contact); cpark@local39.org; cpark@local39.org; khughes@ibew6.org; ewallace@ifpte21.org; ewallace@ifpte21.org; plangrooferlocal40@gmail.com; rooferslocal40@gmail.com; Stan Eichenberger; dtuttle@oe3.org; dtubble@oe3.org; pkim@ifpte21.org; Najuwanda Daniels; Pierre King - UAPD; president@sanfranciscodsa.com; max.porter@seiu1021.org; kennethlomba@gmail.com; snaranjo@cirseiu.org; mdennis@twusf.org; roger marengo; pwilson@twusf.org; cmoyer@nccrc.org; Frigault, Noah (HRC); sfdpoa@icloud.com; mjayne@iam1414.org; Emanuel, Rachel (DEM); laborers261@gmail.com; Laxamana, Junko (DBI); jennifer.esteen@seiu1021.org; emathurin@cirseiu.org; abush@cirseiu.org; sbabaria@cirseiu.org; anthony@dc16.us; mlobre@sfpoa.org; @sfpoa.org; Tracy McCray; mleach; rooferslocal40@gmail.com; sal@local16.org; Criss@sfmea.com; Julie.Meyers@sfgov.org; Stan Eichenberger; Jason Klumb; camaguey@sfmea.com (contact); ablood@cirseiu.org; kcartermartinez@cirseiu.org; ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; sarah.wilson@seiu1021.org; kschumacher@ifpte21.org; kpage@ifpte21.org; tjenkins@uapd.com; eerbach@ifpte21.org; tmathews@ifpte21.org; amakayan@ifpte21.org; jb@local16.org; Ricardo.lopez@sfgov.org; Kbasconcillo@sfwater.org; Sandeep.lal@seiu1021.me; pcamarillo_seiu@sbcglobal.net; MRainsford@local39.org; Wendy Frigillana; pscreview@seiu1021.org; pkim@ifpte21.org; agonzalez@iam1414.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; gail@sffdlocal798.org; cityworker@sfcwu.org; davidmkersten@gmail.com; djohnson@opcmialocal300.org; Ramon Hernandez; ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org; XiuMin Li; 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; jtanner940@aol.com; oashworth@ibew6.org; l21pscreview@ifpte21.org; laborers261@gmail.com; local200twu@sbcglobal.net; speedy4864@aol.com; christina@sfmea.com; ecdemvoter@aol.com; Thomas Vitale; Gong, Henry (SHF); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 42792 - 22/23

RECEIPT for Union Notification for PSC 42792 - 22/23 more than \$100k

The SHERIFF -- SHF has submitted a request for a Personal Services Contract (PSC) 42792 - 22/23 for \$510,000 for Initial Request services for the period 08/01/2023 – 07/31/2026. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrDrupal/node/20173> 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 Sheriff's Office

PRODUCT	TERM	2023 PRICE	2024 PRICE	2025 PRICE
Subscriptions: Law Enforcement & Corrections		8/1/23 - 7/31/23	8/1/24 - 7/31/25	8/1/25 - 7/31/26
Law Enforcement Policy Manual & Daily Training Bulletins	Annual	\$38,637.11	\$40,568.97	\$42,597.42
Law Enforcement Supplemental Manual	Annual	\$2,824.61	\$2,965.84	\$3,114.13
Law Enforcement Update Management Services	Annual	\$30,433.41	\$31,955.08	\$33,552.83
Law Enforcement Daily Training Bulletin Management Services	Annual	\$7,608.35	\$7,988.77	\$8,388.21
Total Law Enforcement - Annual Recurring Subscriptions		\$79,503.48	\$83,478.65	\$87,652.59
Corrections Policy Manual & Daily Training Bulletins	Annual	\$50,566.16	\$53,094.47	\$55,749.19
Corrections Supplemental Manual	Annual	\$3,699.99	\$3,884.99	\$4,079.24
Corrections Update Management Services	Annual	\$21,929.83	\$23,026.32	\$24,177.64
Corrections Daily Training Bulletin Management Services	Annual	\$5,482.73	\$5,756.87	\$6,044.71
Total Corrections - Annual Recurring Subscriptions		\$81,678.71	\$85,762.65	\$90,050.78
ANNUAL SUBSCRIPTION TOTAL		\$161,182.19	\$169,241.30	\$177,703.37

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

Agreement between the City and County of San Francisco and

Lexipol LLC.

This Agreement is made this First day of August, 2018, in the City and County of San Francisco (“City”), State of California, by and between Lexipol, 16755 Von Karman Ave., Suite 250, Irvine, CA 92606 (“Contractor”) and the City and County of San Francisco, hereinafter referred to as “City.”

Recitals

WHEREAS, the San Francisco Sheriff’s Department (“Department”) wishes to contract for Policy and Training Development and Implementation; and,

WHEREAS, this Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through a Request for Proposal (“RFP”) #SHF2017-05/Sourcing Event #0000000322 issued on October 31, 2017, in which City selected Contractor as the highest qualified scorer pursuant to the RFP; and

WHEREAS, the Local Business Entity (“LBE”) subcontracting participation requirement for this Agreement is 10%; and

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

WHEREAS, the City’s Civil Service Commission approved Contract number PSC 40784-16/17 on August 7, 2017;

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

1.1 “Agreement” means this contract document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements which are specifically incorporated into this Agreement by reference as provided herein.

1.2 “City” or “the City” means the City and County of San Francisco, a municipal corporation, acting by and through both its Director of the Office of Contract Administration or the Director’s designated agent, hereinafter referred to as “Purchasing” and the “San Francisco Sheriff’s Department (SFSD).”

1.3 “CMD” means the Contract Monitoring Division of the City.

1.4 "Contractor" or "Consultant" means Lexipol, 16755 Von Karman Ave., Suite 250, Irvine, CA 92606.

1.5 "Deliverables" means Contractor's work product resulting from the Services that are provided by Contractor to City during the course of Contractor's performance of the Agreement, including without limitation, the work product described in the "Scope of Services" attached as Appendix A.

1.6 "Effective Date" means the date upon which the City's Controller certifies the availability of funds for this Agreement as provided in Section 3.1.

1.7 "Mandatory City Requirements" means those City laws set forth in the San Francisco Municipal Code, including the duly authorized rules, regulations, and guidelines implementing such laws, that impose specific duties and obligations upon Contractor.

1.8 "Party" and "Parties" mean the City and Contractor either collectively or individually.

1.9 "Services" means the work performed by Contractor under this Agreement as specifically described in the "Scope of Services" attached as Appendix A, including all services, labor, supervision, materials, equipment, actions and other requirements to be performed and furnished by Contractor under this Agreement.

Article 2 Term of the Agreement

2.1 The term of this Agreement shall commence on the later of: (i) August 1, 2018; or (ii) the Effective Date and expire on July 31, 2021, unless earlier terminated as otherwise provided herein.

2.2 The City has two (2) options to renew the Agreement for a period of one year each. The City may extend this Agreement beyond the expiration date by exercising an option at the City's sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement."

Article 3 Financial Matters

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

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

3.2 Guaranteed Maximum Costs. The City's payment obligation to Contractor cannot at any time exceed the amount certified by City's Controller for the purpose and period stated in such certification. Absent an authorized Emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is the City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.5, "Modification of this Agreement."

3.3 Compensation.

3.3.1 Payment. Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Sheriff, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed Six Hundred Fifty-Eight Thousand and Thirty-Nine Dollars (\$658,039). The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments.

3.3.2 Payment Limited to Satisfactory Services. Contractor is not entitled to any payments from City until the San Francisco Sheriff's Department approves Services, including any furnished Deliverables, as satisfying all of the requirements of this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory Deliverables, including equipment, components, materials, or Services even if the unsatisfactory character of such Deliverables, equipment, components, materials, or Services may not have been apparent or detected at the time such payment was made. Deliverables, equipment, components, materials and Services that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay at no cost to the City.

3.3.3 Withhold Payments. If Contractor fails to provide Services in accordance with Contractor's obligations under this Agreement, the City may withhold any and all payments due Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided herein.

3.3.4 Invoice Format. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City and must include a unique invoice number. Payment shall be made by City as specified in 3.3.6," or in such alternate manner as the Parties have mutually agreed upon in writing.

3.3.5 LBE Payment and Utilization Tracking System. Contractor must submit all required payment information using the online LBE Utilization Tracking System (LBEUTS) as required by CMD to enable the City to monitor Contractor's compliance with the LBE subcontracting commitments in this Agreement. Contractor shall pay its LBE subcontractors within three working days after receiving payment from the City, except as otherwise authorized by the LBE Ordinance. The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of all required CMD payment information. Failure to submit all required payment information to the LBEUTS with each payment request may result in the Controller withholding 20% of the payment due pursuant to that invoice until the required payment information is provided. Following City's payment of an invoice, Contractor has ten calendar days to acknowledge using the online LBEUTS that all subcontractors have been paid. Contractor shall attend a LBEUTS training session. LBEUTS training session schedules are available at www.sfgov.org/lbeuts.

3.3.6 Getting paid for goods and/or services from the City.

(a) All City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through the City's Automated Clearing House (ACH) payments service/provider. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit www.sfgov.org/ach.

(b) The following information is required to sign up: (i) The enroller must be their company's authorized financial representative, (ii) the company's legal name, main telephone number and all physical and remittance addresses used by the company, (iii) the company's U.S. federal employer identification number (EIN) or Social Security number (if they are a sole proprietor), and (iv) the company's bank account information, including routing and account numbers.

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

3.5 Submitting False Claims. The full text of San Francisco Administrative Code Chapter 21, Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Pursuant to San Francisco Administrative Code §21.35, any contractor or subcontractor who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor or subcontractor will be deemed to have submitted a false

claim to the City if the contractor or subcontractor: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

3.6 **Reserved. (Payment of Prevailing Wages)**

Article 4 Services and Resources

4.1 **Services Contractor Agrees to Perform.** Contractor agrees to perform the Services provided for in Appendix A, "Scope of Services." Officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Services beyond the Scope of Services listed in Appendix A, unless Appendix A is modified as provided in Section 11.5, "Modification of this Agreement."

4.2 **Qualified Personnel.** Contractor shall utilize only competent personnel under the supervision of, and in the employment of, Contractor (or Contractor's authorized subcontractors) to perform the Services. Contractor will comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement.

4.3 **Subcontracting.**

4.3.1 Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All Subcontracts must incorporate the terms of Article 10 "Additional Requirements Incorporated by Reference" of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void.

4.3.2 City's execution of this Agreement constitutes its approval of the subcontractors listed below.

Key Meetings dba Key Events (Supplier #0000028637)

4.4 **Independent Contractor; Payment of Employment Taxes and Other Expenses.**

4.4.1 **Independent Contractor.** For the purposes of this Article 4, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor.

Contractor acknowledges and agrees that at all times, Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

4.4.2 Payment of Employment Taxes and Other Expenses. Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this section.

4.5 Assignment. The Services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or

delegated by Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

4.6 **Warranty.** Contractor warrants to City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at the time the Services are performed so as to ensure that all Services performed are correct and appropriate for the purposes contemplated in this Agreement.

4.7 **Reserved (Liquidated Damages)**

Article 5 Insurance and Indemnity

5.1 **Insurance.**

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

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

(b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(c) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(d) Professional liability insurance, applicable to Contractor's profession, with limits not less than \$2,000,000 each claim with respect to negligent acts, errors or omissions in connection with the Services.

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

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

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

5.1.3 All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in Section 11.1, entitled "Notices to the Parties."

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

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

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

5.1.7 Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

5.1.8 The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

5.1.9 If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds.

5.1.10 Notwithstanding the foregoing, the Commercial Liability Auto Insurance requirements are waived or modified in accordance with the terms and conditions stated in Appendix C. Insurance.

5.2 Indemnification. Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property.; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations;

(iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; so long as such injury, violation, loss, or strict liability (as set forth in subsections (i) – (v) above) arises directly or indirectly from Contractor's negligence or willful misconduct in performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors, or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

5.3 In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter.

Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons arising directly or indirectly from the receipt by City, or any of its officers or agents, of Contractor's Services.

Article 6 Liability of the Parties

6.1 **Liability of City.** CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "PAYMENT," OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

6.2 **Liability for Use of Equipment.** City shall not be liable for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or any of its subcontractors, or by any of their employees, even though such equipment is furnished, rented or loaned by City.

6.3 **Liability for Incidental and Consequential Damages.** Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions

Article 7 Payment of Taxes

7.1 Except for any applicable California sales and use taxes charged by Contractor to City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Services delivered pursuant hereto. Contractor shall remit to the State of California any sales or use taxes paid by City to Contractor under this Agreement. Contractor agrees to promptly provide information requested by the City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

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

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

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

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

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

Article 8 Termination and Default

8.1 Termination for Convenience

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

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

(a) Halting the performance of all Services under this Agreement on the date(s) and in the manner specified by City.

(b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, Services, equipment or other items.

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

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

(e) Completing performance of any Services that City designates to be completed prior to the date of termination specified by City.

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

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

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

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

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

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

8.1.4 In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs specifically enumerated and described in Section 8.1.3. Such non-recoverable costs include, but are not limited to, anticipated profits on the Services under this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under Section 8.1.3.

8.1.5 In arriving at the amount due to Contractor under this Section, City may deduct: (i) all payments previously made by City for Services covered by Contractor's final invoice; (ii) any claim which City may have against Contractor in connection with this Agreement; (iii) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 8.1.4; and (iv) in instances in which, in the opinion of the City, the cost of any Service performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

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

8.2 Termination for Default; Remedies.

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

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

3.5	Submitting False Claims.	10.10	Alcohol and Drug-Free Workplace
4.5	Assignment	10.13	Working with Minors
Article 5	Insurance and Indemnity	11.10	Compliance with Laws
Article 7	Payment of Taxes	13.1	Nondisclosure of Private, Proprietary or Confidential Information

(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default continues for a period of ten days after written notice thereof from City to Contractor.

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

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

8.2.2 On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City.

8.2.3 All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

8.2.4 Any notice of default must be sent by registered mail to the address set forth in Article 11.

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

8.4 **Rights and Duties upon Termination or Expiration.**

8.4.1 This Section and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

3.3.2	Payment Limited to Satisfactory Services	9.1	Ownership of Results
		9.2	Right to Use
3.4	Audit and Inspection of Records	11.6	Dispute Resolution Procedure
3.5	Submitting False Claims	11.7	Agreement Made in California; Venue
Article 5	Insurance and Indemnity	11.8	Construction
6.1	Liability of City	11.9	Entire Agreement
6.3	Liability for Incidental and Consequential Damages	11.10	Compliance with Laws
Article 7	Payment of Taxes	11.11	Severability
8.1.6	Payment Obligation	13.1	Nondisclosure of Private, Proprietary or Confidential Information

8.4.2 Subject to the survival of the Sections identified in Section 8.4.1, above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City.

Article 9 Rights In Deliverables

9.1 Ownership of Results. Copyright; Derivative Works; Lexipol's Ownership.

Agency acknowledges and agrees that the Subscription Material is a proprietary product of Lexipol, protected under U.S. copyright law, and that Lexipol reserves all rights not expressly granted in this Agreement. Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants Agency the right to prepare Derivative Works, except as limited by the terms of this agreement; provided, however, that Agency acknowledges and agrees that Lexipol will be the sole owner of all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto, and Agency hereby assigns and transfers to Lexipol all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto. Agency will not remove from any copies of the Subscription Material provided by Lexipol to Agency and copyright notice or other proprietary notice of Lexipol appearing thereon, and shall include such copyright and other notices at the appropriate place on each copy of the Subscription Material and each copy of any Derivative Work made by or for Agency, in any form. Notwithstanding the foregoing, Agency shall retain all rights, title, and interest to any and all materials created solely by Agency or a third party, independent of Lexipol Subscription Material, regardless of when created.

9.2 Right to Use; Limitations on Use of Subscription Material and Derivative Works. Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants to Agency a perpetual, personal, fully paid-up, right to use, except as limited by the terms of this agreement the Subscription Material and any Derivative Works prepared by or for Agency, solely for the Agency's internal purposes. Agency will not use, copy, republish, lend, distribute, post on servers, transmit, redistribute, display, in whole or in part, by any means or medium, electronic or mechanical, or by any information storage and retrieval system, any Subscription Material or any Derivative Work prepared by or for Agency other than as expressly authorized by the immediately preceding sentence. Without limiting the generality of the foregoing, Agency will not import, upload, or otherwise make available any Subscription Material or any Derivative Work prepared by or for Agency into or onto any third party knowledge, document, or other content management system or service without Lexipol's prior written consent. The foregoing does not , however, prohibit or restrict Agency from providing Subscription Material or Derivative Works prepared by or for Agency pursuant to an order form a court or other

governmental agency or other legal process, or Freedom of Information Act (FOIA) request, Public Records Act (PRA), or San Francisco Administrative Code Chapter 67 request, nor does it prohibit or restrict Agency from displaying the adopted/approved final policy document on a publicly accessible website for official Agency purposes, so long as Agency includes the appropriate copyright and other proprietary notices on such final policy document as required by above. Notwithstanding the foregoing, Agency shall retain all rights, title, and interest to any and all materials created solely by Agency or a third party, independent of Lexipol Subscription Material, regardless of when created. Upon contract termination or the discontinuation of the annual subscription, Lexipol will provide the Agency a PDF copy of the most current version of the SFSD manual(s) for internal use with adherence to sections 9.1 (Ownership of Results) and 9.2 (Right to Use).

Article 10 Additional Requirements Incorporated by Reference

10.1 Laws Incorporated by Reference. The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement ("Mandatory City Requirements") are available at http://www.amlegal.com/codes/client/san-francisco_ca/.

10.2 Conflict of Interest. By executing this Agreement, Contractor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.

10.3 Prohibition on Use of Public Funds for Political Activity. In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

10.4 Reserved.

10.5 Nondiscrimination Requirements.

10.5.1 Non Discrimination in Contracts. Contractor shall comply with the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Contractor shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Chapters 12B and 12C.

10.5.2 Nondiscrimination in the Provision of Employee Benefits. San Francisco Administrative Code 12B.2. Contractor does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property

owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code Section 12B.2.

10.6 Local Business Enterprise and Non-Discrimination in Contracting Ordinance. Contractor shall comply with all applicable provisions of Chapter 14B ("LBE Ordinance"). Contractor is subject to the enforcement and penalty provisions in Chapter 14B. Contractor shall utilize LBE Subcontractors for at least 10% of the Services except as otherwise authorized in writing by the Director of CMD. Contractor shall incorporate the requirements of the LBE Ordinance in each subcontract made in the fulfillment of Contractor's LBE subcontracting commitments.

10.7 Minimum Compensation Ordinance. Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. By signing and executing this Agreement, Contractor certifies that it is in compliance with Chapter 12P.

10.8 Health Care Accountability Ordinance. Contractor shall comply with San Francisco Administrative Code Chapter 12Q. Contractor shall choose and perform one of the Health Care Accountability options set forth in San Francisco Administrative Code Chapter 12Q.3. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q.

10.9 First Source Hiring Program. Contractor must comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

10.10 Alcohol and Drug-Free Workplace. City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

10.11 Limitations on Contributions. By executing this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on

which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor must inform each such person of the limitation on contributions imposed by Section 1.126 and provide the names of the persons required to be informed to City.

10.12 Reserved. (Slavery Era Disclosure.)

10.13 Reserved. (Working with Minors.)

10.14 Consideration of Criminal History in Hiring and Employment Decisions.

10.14.1 Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code ("Chapter 12T"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

10.14.2 The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

10.15 Reserved. (Public Access to Nonprofit Records and Meetings.)

10.16 Food Service Waste Reduction Requirements. Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein.

10.17 Reserved. (Sugar-Sweetened Beverage Prohibition.)

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

10.19 **Reserved. (Preservative Treated Wood Products.)**

Article 11 General Provisions

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

To City:

**San Francisco Sheriff's Department – Legal Counsel
Attention: Suzy Loftus
1 Dr. Carlton B. Goodlett Pl., Rm. 456
San Francisco, CA 94102**

To Contractor:

**Lexipol
Attention: Van Holland
16755 Von Karman Ave., Suite 250
Irvine, CA 92606**

Any notice of default must be sent by registered mail, overnight delivery service or courier. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice.

11.2 **Compliance with Americans with Disabilities Act.** Contractor shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

11.3 **Reserved.**

11.4 **Sunshine Ordinance.** Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

11.5 **Modification of this Agreement.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except as noted in Section 11.1, "Notices to Parties," regarding change in personnel or place, and except by written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with Department to submit to the Director of CMD any amendment, modification, supplement or change order that

would result in a cumulative increase of the original amount of this Agreement by more than 20% (CMD Contract Modification Form).

11.6 **Dispute Resolution Procedure.**

11.6.1 **Negotiation; Alternative Dispute Resolution.** The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. If the Parties are unable to resolve the dispute, then, pursuant to San Francisco Administrative Code Section 21.36, Contractor may submit to the Contracting Officer a written request for administrative review and documentation of the Contractor's claim(s). Upon such request, the Contracting Officer shall promptly issue an administrative decision in writing, stating the reasons for the action taken and informing the Contractor of its right to judicial review. If agreed by both Parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. If the parties do not mutually agree to an alternative dispute resolution process or such efforts do not resolve the dispute, then either Party may pursue any remedy available under California law. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. Neither Party will be entitled to legal fees or costs for matters resolved under this section.

11.6.2 **Government Code Claim Requirement.** No suit for money or damages may be brought against the City until a written claim therefor has been presented to and rejected by the City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's compliance with the California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

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

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

11.9 **Entire Agreement.** This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 11.5, "Modification of this Agreement."

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

11.11 **Severability.** Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or

impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

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

11.13 Order of Precedence. Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, the RFP, and Contractor's proposal dated November 27, 2017. The RFP and Contractor's proposal are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control over the RFP and the Contractor's proposal.

Article 12 Department Specific Terms

12.1 Reserved.

Article 13 Data and Security

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

13.1.1 If this Agreement requires City to disclose "Private Information" to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

13.1.2 In the performance of Services, Contractor may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City. If City discloses proprietary or confidential information to Contractor, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or confidential information.

13.2 Reserved. (Payment Card Industry ("PCI") Requirements.)

13.3 Reserved. (Business Associate Agreement.)

Article 14 MacBride And Signature

14.1 MacBride Principles - Northern Ireland. The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this

Agreement. By signing this Agreement, Contractor confirms that Contractor has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

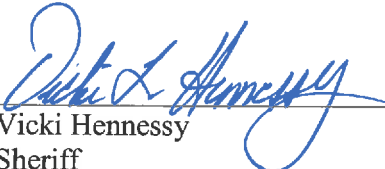
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

CITY


CONTRACTOR

Recommended by:

Lexipol, LLC



Vicki Hennessy
Sheriff
San Francisco Sheriff's Department



Van Holland
Chief Financial Officer
16755 Von Karman Ave., Suite 250
Irvine, CA 92606

City vendor number: 0000016315

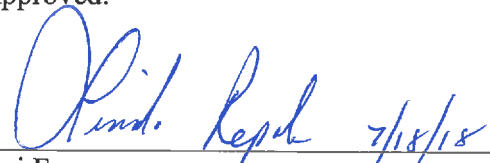
Approved as to Form:

Dennis J. Herrera
City Attorney

By: 

Jana Clark
Deputy City Attorney

Approved:



Jaci Fong
Director of the Office of Contract Administration,
and Purchaser

Appendices

- A: Scope of Services
- B: Calculation of Charges
- C: Insurance Waiver

Received By:
JUL 10 '18 AM 11:28
Purchasing Department

Appendix A Scope of Services

I. Description of Services

Supplier agrees to perform the following services:

All written Deliverables, including any copies, shall be submitted on recycled paper and printed on double-sided pages to maximum extent possible.

A. Scope

- 1) The Contractor shall conduct an in-depth review (and where appropriate consult SFSD) of all current SFSD policies, procedures, practices, culture, and training and recommend and implement changes to all manuals current SFSD policies, procedures, and practices, as approved by the Sheriff.
 - a. To achieve these objectives, Lexipol will work collaboratively with stakeholders (as determined by SFSD) to:
 - i. Review the SFSD policy manual, the three respective division manuals (Administration and Programs Division, Field Operations Division, and Custody Operations Division), and written directives
 - ii. Review (and where appropriate consult SFSD) all current procedures, practices, culture and training not already covered in the written policies and directives
 - iii. Recommend a comprehensive policy management and training system that provides for:
 1. An up-to-date, legally sound, comprehensive department policy manual
 2. Operational manuals for each division
 3. Regular training bulletins that enhance deputy knowledge and understanding of policies
 4. Policy updates consistent with emerging best practices and changes in case law, new legislation or statutes
 5. The ability to ensure all employees have read and understood policies and training bulletins
- 2) The Contractor shall work with the SFSD Project Manager to arrange access to the SFSD personnel, facilities, records and data necessary to complete the review that are not otherwise privileged or lawfully prohibited from being disclosed.
- 3) SFSD shall complete the KMS general information and content related questionnaire which is the first step in customizing policies populating SFSD specific terminology and vernacular throughout the SFSD manual.

B. Introduction and initial Project Planning Meeting

- 1) To ensure alignment between Lexipol and SFSD stakeholders (as determined by SFSD) on the overall project objectives, Lexipol shall host an off-site meeting for SFSD executives and key stakeholders. The one-day meeting shall review all pertinent tasks and duties associated with the project and shall establish:
 - a. Timelines for the policy/procedure implementation collaboration sessions
 - b. Composition of the agency collaborative workgroup team and other SFSD resources
 - c. Internal/external layers of review related to content approval (e.g., legal, bargaining groups, departmental)
 - d. Protocols for proper installation and utilization of software utilized during the project
 - e. Contractor will provide to SFSD a detailed Implementation Plan within 30-days following initial project planning meeting. The Implementation Plan shall include:
 - i. Updates on cross referencing of current policies and manuals to date
 - ii. Overview of review and approval process to be utilized during implementation
 - iii. Process and philosophy to be applied during editing of policies
 - iv. Agreed upon schedule for collaborative meetings of the Primary Work Group and appropriate subject matter experts
 - v. Overview of options available to conduct agency introductory training
 - vi. Initial plan for transitioning to maintenance of policy and manuals

C. Review and Assessment of SFSD Policies and Practices

- 1) The Contractor's review shall evaluate the following specific components:
 - a. A full assessment shall be performed of SFSD Standard Operating Procedures and Policies. Any areas not covered by current written policies and procedures shall be identified.
 - b. Informal (non-written) policies, procedures, or practices that will enhance or inhibit compliance with written policies and procedures will be identified by Contractor, in consultation with SFSD.
 - c. In collaboration with SFSD, identify, areas in which current SFSD policy and procedures may not be aligned with Memorandums of Understandings, Local, state, and Federal requirements that may expose the City to potential legal liability.
- 2) Content Cross-Reference
 - a. Contractor shall provide a detailed analysis of the SFSD's current policies and procedures.

- b. Contractor shall prepare a detailed cross-reference of current SFSD content against the Lexipol California “Master” content. This process includes:
 - i. Identify topics, themes, requirements and duties and cross-reference them to their counterpart, if any, in Lexipol’s California law enforcement and custody master content.
 - ii. Identify areas where SFSD policies are inadequate, nonexistent or need updating.
 - iii. Identify SFSD-specific policies not reflected in Lexipol’s master content that will need to be carried over into the new manual.
 - iv. Track all such activities and make tracking spreadsheets available for SFSD review, both during the project and for personnel utilization as a post-project archive.

D. Content Review and Approval

Contractor’s professional services staff shall lead the SFSD’s content analysis and collaborative review including, but not limited to, setting agendas for each meeting, preparing the necessary materials under review as well as providing any necessary background materials, keeping notes of all progress, updating all materials with agreed upon changes, identifying next steps and agreements for follow up, keeping the group to agreed timelines, etc. Contractor’s content implementation shall focus on the premise that all editing is centered around a collaborative workgroup, which is comprised of Lexipol’s Project Designer and Manager and SFSD Project Manager and stakeholders (as determined by SFSD). Under Lexipol’s guidance, the workgroup shall drive the examination of SFSD culture and operations as they relate to the new policy content. The workgroup shall include key stakeholders, to be determined by SFSD in their sole and absolute discretion, who represent the perspectives of the line deputy and the community, in addition to supervisors and executives. Lexipol shall provide recommendations for the composition of the workgroup. SFSD’s shall have final approval of the composition of the workgroup.

Immediately following the composition of the workgroup, Lexipol shall coordinate and manage the content review, which shall include, but not limited, to the following:

- 1) Assess Lexipol California master content for applicability, practicality and functionality as it relates to SFSD and make modifications if necessary.
- 2) Take into account the type of content – federal, state, county, city, best practice, or discretionary – when editing.
- 3) Strive for brevity of content to deliver clarity in practice. Extraneous verbiage will be identified and excluded from integration.
- 4) Produce content that is more practicable and comprehensible to SFSD; enhancing the usability of the manuals and foster content fluency.
- 5) Incorporate organizational philosophy, culture, legal requirements and applicable federal, state, county, and city standards of the SFSD.
- 6) Forward content to Contractor’s lawyer and Sheriff’s Legal Counsel for review for refinement and approval. The Sheriff’s Legal Counsel may consult with the City Attorney’s Office for additional review.

- 7) Utilize the same methods outlined above on any existing SFSD content identified as having no analogue in the Lexipol master content.

E. Legal Review

Contractor shall collaborate with their internal legal counsel and SFSD Legal Counsel throughout the review and development of SFSD policies and manuals. SFSD's Legal Counsel will determine the proper inclusion of the City Attorney's Office in the review process. This determination will then be promulgated to all concerned members and become a part of the approval process for every document.

- 1) Contractor shall provide policies that align with state/federal requirements and best practices.
- 2) Contractor shall work with the Sheriff's Legal Counsel to identify and include local law into policies; i.e. issues related to San Francisco Administrative Code 12H: City and County of Refuge and San Francisco Administrative Code 12I: Civil Immigration Detainers.

F. Methodological Requirements

Contractor shall perform a comprehensive review that includes a thorough analysis of SFSD data, current policies in comparison to federal, state, and local laws and requirements from industry best practices. In addition, Contractor shall compare SFSD content to the Lexipol California master content. Contractor shall provide:

- 1) A line-by-line analysis of SFSD content to bring it in line with state and federal laws and regulations, as well as industry best practices.
- 2) A detailed cross-reference report indicating what SFSD content should be replaced by Lexipol master content and what content needs to be retained because it reflects local or SFSD-specific practices not found in Lexipol's master content. Note: Because the Lexipol California master content does not incorporate local laws and ordinances, SFSD legal counsel will lead the analysis of compliance with local laws with Lexipol guiding the process.
- 3) Lexipol California master content shall remain up to date with changes in legislation and case law and is reflective of industry best practices. Contractor's best practice content shall be developed by:
 - a. Subject matter experts (SMEs) (including SMEs with both national and state expertise and those with expertise on specific law enforcement topics, e.g., use of force, eyewitness identification)
 - b. Litigators with experience handling law enforcement cases
 - c. Attorneys experienced in developing policy for city and county public safety agencies
 - d. Current and former law enforcement leaders experienced in promulgating policy within public safety agencies and developing policy-related training
- 4) The above professionals shall research and review a variety of sources to develop best practice policies and training content using experiential analysis, including:
 - a. State and federal laws and regulations
 - b. Applicable case law and legislative and judicial trends across the country

- c. Information, model policies and reports published by industry organizations such as the Department of Justice, the International Association of Chiefs of Police and the Police Executive Research Forum
- d. Information and input from advocacy groups such as the American Civil Liberties Union and the Innocence Project
- e. Feedback from current Lexipol customers as they implement and use the policies
- f. Press releases, news articles and other media accounts, reports and video footage, to identify preventable tragedy and avoidable risk to agencies and individuals.

G. Deliverables

1) Policy Implementation and Integration

- a. Contractor shall use a project plan approved by the SFSD to manage the policy review and implementation project.
- b. The plan shall outline the major tasks involved in this project and how those tasks will accomplish the required deliverables.
- c. Contractor shall finalize the draft work plan prior to project commencement.
- d. Contractor shall employ online collaboration techniques for the implementation project, utilizing web-based software (e.g. GoToMeeting) for the sessions.
- e. Contractor shall provide monthly status reports to SFSD's management detailing the project's progress against the target schedule.
- f. The Contractor's project manager shall act as a facilitator, working with the SFSD project manager to set:
 - i. Policy and procedure review schedule
 - ii. Scheduling of meetings
 - iii. Scheduling of agency subject matter experts (SMEs) who will assist in the implementation of certain policies and procedures within their field of expertise
- g. SFSD policies shall be incrementally released to SFSD staff in Lexipol's Knowledge Management System (KMS) for acknowledgement on a streaming basis, the enactment of the content – the “in with the new, out with the old” – shall occur en masse, on a pre-designated date.

2) Reporting

The project shall commence with an in-depth cross-referenced review of SFSD's existing policy content against the Lexipol California “master content.” This cross-reference review will cover all agency policies, procedures, directives or other documents relevant to the day-to-day operation of SFSD's staff.

- a. Contractor shall generate a cross-reference report indicating what SFSD content should be replaced by Lexipol master content, merged with Lexipol master content or retained because it reflects local or SFSD-specific practices not found in Lexipol's mater content.
- b. The cross-reference report shall provide guidance regarding how the structure of SFSD's policies, procedures and training content can be improved.

- c. The report shall identify areas of strength and areas for potential improvement.
 - d. The cross-reference report shall provide the foundation for the collaborative workgroup's policy review process.
- 3) Creation of One Policy Platform
- a. Using the reports per Section I, G, 2 – Reporting, the Contractor shall consolidate the SFSD's existing policy content onto The Lexipol KMS Platform. The manual shall be on a user-friendly, easily accessible platform.
 - b. The manual shall include the SFSD Department manual and the three division manuals, as well as additional materials identified by the collaborative workgroup.
 - c. The SFSD content shall be accessible from one electronic location, easily searchable by keyword (or voice when using the mobile app), with consistent structure, terminology and formatting across policies.
 - d. The content shall be customized to reflect SFSD's unique terminology, philosophy, objectives and goals. Related content (e.g. a procedure that relates to a policy) shall be linked.
- 4) Continuous Updates
- a. Contractor's California legal and content development team shall continuously monitors for new legislative bills, statutes and case laws on the state and federal levels that directly impact SFSD policy content.
 - b. This team shall keep up with research and reports that influence law enforcement best practices.
 - c. The Contractor's content development and legal team shall develop policy updates and issues them via Lexipol's Knowledge Management System (KMS).
 - d. Contractor shall categorize updates as Minor, Major, or Critical to help SFSD administrators prioritize updates and to indicate updates that should be immediately addressed.
 - e. The KMS shall send update notifications to SFSD users via the Lexipol's Knowledge Management System Online Platform and Mobile App.
- 5) Updates/New Policies Upon Request
- a. Included as part of the Policy Update Management Services, Contractor shall manage the implementation of all updates issued by Lexipol and of new policies developed by the SFSD.
 - b. This shall include editing and formatting content to match the manual's structure and deconflicting policies and updates with other content in the SFSD manual(s).
- 6) Incorporation of Updates into Manual
- a. Contractor's Professional Services staff shall work with SFSD to customize, implement and issue to staff all Agency approved policy updates at the direction of SFSD.

- b. Reference additional information under Section “Policy Management.” Contractor’s Professional Services Staff shall ensure policy updates requiring deputy acknowledgement are released to all agency personnel listed in KMS as determined by the agency via exception reports provided by Lexipol.

7) Online Platform and Mobile App

All policy and training content for the SFSD shall be delivered via Lexipol’s Knowledge Management System (KMS), an online delivery platform and mobile app. Contractor shall ensure that, using KMS, SFSD agency administrators shall be able to:

- a. Efficiently edit, review and issue policies and Daily Training Bulletins to staff
- b. Review side-by-side markup of policy updates and choose to accept or delete changes
- c. Track staff acknowledgement of training and produce reports by deputy, Daily Training Bulletin and/or topic
- d. Easily retrieve archives of previous versions of SFSD policy manuals
- e. SFSD end-users shall have 24/7 access allowing them to search and read policies and complete Daily Training Bulletins from desktop computers, tablets or smartphones.
- f. Lexipol’s KMS mobile app shall provide in-the-field access to policy content and Daily Training Bulletins.
- g. Lexipol’s KMS mobile app shall be provided, at no cost, to the SFSD staff for iOS and Android mobile devices and shall mirror the end-user functionality available on the web-based platform.
- h. Users shall be able to access all SFSD policy content, acknowledge policies, and complete Daily Training Bulletins.
- i. The mobile app shall enable users the ability to receive alerts when policies and training have been released to them, search policies by keyword or voice search, have policy content read back to them and bookmark policies for quick reference.
- j. Any upgrades or routine system diagnostic monitoring and back-up shall be accomplished with minimum system operation interruptions, shall be performed at low usage periods, and at no cost to the SFSD.

8) Policy Training

Contractor shall provide training for SFSD staff, executives and supervisors that will consist of agency familiarization/initial training and ongoing policy training.

- a. Following SFSD approval and the finalization of the policies, the Contractor shall provide on-site familiarization/initial training for SFSD staff, executives, and supervisors.
- b. The training sessions shall provide an overview of the objectives in moving to a new policy and training management system, introduce personnel to KMS and the mobile app, and provide guidance on how to issue policies to line personnel in a way that maximizes acceptance and provides for a timely rollout.

- c. Contractor shall coordinate training schedule, content and agenda with SFSD to determine the SFSD members that would benefit from further training and familiarization.
- d. Contractor shall prepare a training plan detailing this content. The focus shall be to identify content that significantly differs from previous SFSD content, with the intent that SFSD staff are more aware of these portions of content, thus facilitating quicker assimilation of the new manual.
- e. Contractor shall also provide summary documents on specific topics or operational areas to facilitate additional training.
- f. SFSD shall provide the on-site facility for Contractor to conduct the training sessions.

9) Continuous Policy Training

Contractor shall provide ongoing policy training through Daily Training Bulletins (DTBs) consisting of:

- a. Brief scenario illustrating realistic circumstances deputies typically encounter.
- b. Each scenario shall be linked to specific SFSD policy, which puts the policy in an operational context and to assist SFSD staff in understanding why the policy exists and how it applies to their daily tasks.
- c. Each DTB shall include a succinct question, which is the verifiable portion of training, and which the SFSD staff must answer correctly to be credited with the training.
- d. Each DTB shall include a brief discussion and analysis showing how the policy applies to the facts of the scenario, including the purpose, implications, and emerging trends.
- e. Contractor shall ensure that the training can be completed on computers or iOS and Android mobile devices.
- f. The Contractor's DTB training component shall track training by SFSD staff, topic or policy. Contractor shall archive this information electronically so that it be produced immediately for current reports, or retrieved at a later date or later year(s).
- g. Contractor shall provide DTB acknowledgement reports.
- h. Contractor shall archive the DTB training information for the term of this agreement.
- i. Contractor's Professional Services staff shall work with SFSD to identify specific training needs, customize training bulletins to meet those needs, and produce custom training reports.

10) Policy Management

Following the implementation of the new SFSD policy manuals the Contractor's Professional Services staff shall provide ongoing support to the SFSD. The Contractor's ongoing support shall include, but not be limited to the following:

- a. Provide start-to-finish project management on every policy manual update. The Contractor will work with SFSD to customize, implement and issue to

staff all policy updates in a timely manner, ensuring the SFSD does not fall behind in this essential function.

- b. Manage the review and customization of Daily Training Bulletins to reflect SFSD-specific terminology, requirements and training needs. Each month a new set of DTBs shall be delivered to the agency for review and editing by the agency administrator before issuing to staff. The Contractor will manage this process from start to finish, ensuring that the SFSD does not fall behind on critical training.
- c. Issue policy updates and DTBs to SFSD staff. Upon approval by the SFSD, Contractor will ensure all updated policies are released to SFSD members via the KMS system to allow for acknowledgement, tracking and accountability reporting. A similar process will be followed to issue the DTBs and track their completion.
- d. Provide customized reports to enhance accountability. Contractor will work with SFSD to understand reporting needs and produce reports that document SFSD staff acknowledgement of policies and completion of DTBs. Reports can be customized to show completion by topic or individual SFSD staff. Contractor shall provide SFSD-specific year-end data analysis.

11) Commitment from SFSD Staff

SFSD Project Manager shall assign a dedicated SFSD Lead for implementation of the Law Enforcement Manual and a dedicated SFSD Lead for the implementation of the Custody Manual.

- a. The SFSD Project Manager shall be responsible for organizing all SFSD members to ensure appropriate levels of participation in meetings and content reviews.
- b. The SFSD Project Manager shall be given the commensurate authority to ensure personnel compliance with meeting requests and review deadlines, and ensuring that any adjustments in SFSD practice recommended by the collaborative workgroup can actually be implemented in day-to-day operations.
- c. The SFSD Project Manager shall be responsible for coordinating attendance of other SFSD members who may only play an ancillary role in the project.
- d. Members of the SFSD review and approval process would vary depending on the composition recommended by SFSD stakeholders.
- e. Members of the SFSD review and approval process shall contribute approximately 5 to 8 hours per week.
- f. SFSD staff playing an ancillary role shall contribute between 3 to 15 hours per week, with an average of 5 to 8 hours per week. SFSD ancillary roles may include, but are not limited to:
 - i. Subject matter experts
 - ii. Department legal reviewers
 - iii. Members of the training staff
 - iv. Members representing bargaining units

- g. Contractor shall collaborate with SFSD Human Resources to obtain a comprehensive listing of all SFSD staff requiring login credentials for KMS. The login credentials shall include:
 - i. Name
 - ii. Email address
 - iii. Other information that may assist in grouping the members together (for purposes of segregating content acknowledgement reports).

City's tasks of overseeing, coordinating and ensuring compliance are for the City's benefit alone in the role of reviewing compliance, and do not relieve Contractor of its obligation to ensure full compliance with its obligations.

12) Schedule/Timeframe

Upon an executed contract, Contractor shall begin work on the project within one week of receiving current copies of the SFSD policy manuals.

- a. The initial policy review and implementation to take approximately 14 to 16 months.
- b. Adherence to this schedule is based upon an approach in which the multiple manuals are implemented concurrently.
- c. The schedule shall be dependent on the collaboration of SFSD resources assisting on the project and on the agency review per Appendix A, Section I. 11 – Commitment from SFSD Staff.
- d. The project timeframe may increase due to delays from participation frequency or bargaining unit or other administrative review.
- e. The main project stages are:
 - i. Project Development and Planning
 - ii. Content Cross-Referencing
 - iii. Lexipol Content Implementation
 - iv. Manual Proof and KMS Tasks
 - v. Agency Familiarization and Training
 - vi. Post-Implementation

13) Mechanism for Approval of Final Policies

All editing decisions shall be done in a collaborative workgroup, comprising of key SFSD stakeholders empowered to effect both content edits and re-assessments of department protocols. SFSD shall have final approval of the members of the collaborative workgroup to ensure appropriate stakeholder representation and to streamline the approval process.

- a. The Lexipol project manager shall confer with SFSD stakeholders regarding the full approval process for each document. SFSD stakeholders shall include, but not limited to:
 - i. Sheriff's Legal Counsel
 - ii. Agency bargaining unit
 - iii. Agency training staff

- b. SFSD shall determine and approve the full approval process for policies. Policies shall only be issued to staff after final approval from SFSD and in accordance with a schedule determined by SFSD with Contractor's guidance.
- c. Prior to the release of SFSD policies, Contractor shall confirm SFSD staff information.
- d. Contractor shall conduct final reviews of project tracking sheets to ensure all relevant content has been addressed prior to new content release.
- e. SFSD shall provide a final "Go Live" approval in writing.

II. Department Liaison

In performing the Services provided for in this Agreement, Contractor's liaison with the **San Francisco Sheriff's Department** will be **Suzy Loftus or a Sheriff's designee**.

**Appendix B
Calculation of Charges**

The Contractor will be compensated per this Appendix B, Calculation of Charges, Milestone/Deliverable Payment Schedule and upon SFSD's acceptance.

Milestone/ Deliverable Payment Schedule (*Subject to contract execution date):

Deliverable	*Target Completion Dates	Cost	Invoice Date
01 - Custody Subscription – Year 1: Policy Manual, Daily Training Bulletins and Supplemental Publication Service for 1,600 – 2,300 Bed Facility	8/1/2018	\$62,250.00	Invoice to SFSD on Subscription start date
02 - Custody Subscription – Year 2: Policy Manual, Daily Training Bulletins and Supplemental Publication Service for 1,600 – 2,300 Bed Facility	8/1/2019	\$62,250.00	Invoice to SFSD on Subscription renewal date
03 - Custody Subscription – Year 3: Policy Manual, Daily Training Bulletins and Supplemental Publication Service for 1,600 – 2,300 Bed Facility	8/1/2020	\$62,250.00	Invoice to SFSD on Subscription renewal date
04 - Law Enforcement Subscription – Year 1: Policy Manual, Daily Training Bulletins and Supplemental Publication Service for 250 licenses/users	8/1/2018	\$36,511.00	Invoice to SFSD on subscription start date
05 - Law Enforcement Subscription – Year 2: Policy Manual, Daily Training Bulletins and Supplemental Publication Service for 250 licenses/users	8/1/2019	\$36,511.00	Invoice to SFSD on subscription renewal date
06 - Law Enforcement Subscription – Year 3: Policy Manual, Daily Training Bulletins and Supplemental Publication Service for 250 licenses/users	8/1/2020	\$36,511.00	Invoice to SFSD on subscription renewal date
07 - Event Planning and Hosting for Project Introduction Meeting (Local Business Enterprise: Keys Event)	8/14/2018	\$23,960.00	Invoice to SFSD upon completion of Milestone/Deliverable
08 - Policy Manual Implementation Services: Project Development and Planning (10% of \$280,156)	8/1/2018	\$28,015.60	Invoice to SFSD upon completion of Milestone/Deliverable
08 - Policy Manual Implementation Services: Content Cross-Reference (20% of \$280,156)	10/31/2018	\$56,031.20	Invoice to SFSD upon completion of Milestone/Deliverable

<u>09 - Policy Manual Implementation</u> <u>Services: Lexipol Content</u> <u>Implementation (20% of \$280,156)</u>	10/1/2019	\$56,031.20	Invoice to SFSD upon completion of Milestone/Deliverable
<u>10 - Policy Manual Implementation</u> <u>Services: Manual Proof and KMS Tasks</u> <u>(20% of \$280,156)</u>	11/1/2019	\$56,031.20	Invoice to SFSD upon completion of Milestone/Deliverable
<u>12 11 - Policy Manual</u> <u>Implementation Services: Final SFSD</u> <u>approval to "Go Live" with Content and</u> <u>Training (30% of \$280,156)</u>	1/1/2020	84,046.80	Invoice to SFSD upon completion of Milestone/Deliverable
<u>13 – Management Services: (Policy</u> <u>Update and Daily Training Bulletin</u> <u>Management)</u>	8/1/2019	\$57,640.00	Invoice to SFSD upon completion of Milestone/Deliverable
Total Cost		\$658,039.00	

Appendix C
Insurance Waiver



February 26, 2018

Attn: Peter Goldstein, Deputy Director
San Francisco Sheriff's Department, Risk Management Division
25 Van Ness Avenue, Suite 750
San Francisco, CA 94102

Re: Waiver of Commercial Automobile Liability Insurance

Dear Mr. Goldstein,

Mr. Henry Gong requested that Lexipol provide a request for waiver of Commercial Automobile Liability Insurance. Lexipol hereby requests a waiver of Commercial Automobile Liability Insurance for the reasons described as follows. Lexipol will perform the majority of work remotely. In those instances where Lexipol is actually on site, we will not be driving on site, but merely to the location of any meetings that may be conducted on site. Further, Lexipol does not own any vehicles and the only vehicles that will be utilized to get to the site locations will be rental cars. As such retaining Commercial Automobile Liability Insurance is unnecessary for Lexipol.

I trust this will address the matter. Should you have any questions, please contact the undersigned.

Regards,

Michael Renoux
Director Contracts
Lexipol LLC
Direct Phone: 949-732-5750
Email: mrenoux@lexipol.com

*Based on the information provided
in this letter, waiver granted for
Auto Liability Insurance requirements
in this contract.
Peter Goldstein 2/27/18
Peter Goldstein, Deputy Director Risk Mgmt
Office of the City Administrator*

WWW.LEXIPOL.COM

16755 Von Karman Ave.
Suite 250
Irvine CA 92606

2801 Network Blvd
Suite 1
Frisco TX 75034



CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE
MAYOR

Sent Via Electronic Mail

KATE FAVETTI
PRESIDENT

August 15, 2017

F. X. CROWLEY
VICE PRESIDENT

NOTICE OF CIVIL SERVICE COMMISSION ACTION

DOUGLAS S. CHAN
COMMISSIONER

SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACTS NUMBERS 42611-15/16; 49810-16/17; 47501-16/17; 40888-16/17; 43977-16/17; 45682-16/17; 42545-16/17; 43791-16/17; 45186-16/17; 45363-16/17; 48979-16/17; 45678-16/17; 48562-16/17; 40784-16/17; AND 4038-13/14.

SCOTT R. HELDFOND
COMMISSIONER

GINA M. ROCCANOVA
COMMISSIONER

At its meeting on August 7, 2017 the Civil Service Commission had for its consideration the above matter.

The Commission took the following actions:

MICHAEL L. BROWN
EXECUTIVE OFFICER

1. Approved PSC #49810-16/17 with the condition that the department works with the Executive Officer to provide clarification on the training that will be provided to civil service employees and update 6B on the PSC Form.
2. Approved PSC #48979-16/17 with the consideration that the department will hold future contractors accountable for providing transfer of knowledge to civil service employees.
3. Adopted the report. Approved the remaining request for proposed Personal Services Contracts and notified the Office of the Controller and the Office of Contract Administration.

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

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

CIVIL SERVICE COMMISSION



MICHAEL L. BROWN
Executive Officer

Attachments

Cc: Cynthia Avakian, Airport
David Bui, Department of Public Works
Henry Gong, Sheriff Department
Rod Goree, Municipal Transportation Agency
Lavena Holmes, Port of San Francisco
Shamica Jackson, Public Utilities Commission
Stacey Lo, Public Utilities Commission
Jacquie Fong, Contract of Administration
Ben Rosenfield, Controller's Office
Commission File
Chron

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: SHERIFF -- SHF Dept. Code: SHF

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

Type of Approval: Expedited Regular (Omit Posting)

Type of Service: policy manual and training services

Funding Source: COPS Grant PSC Duration: 5 years
PSC Amount: \$800,000 PSC Est. Start Date: 01/01/2018 PSC Est. End Date: 12/31/2022

1. Description of Work

A. Scope of Work:

Contractor will review the Sheriff's Department's (SFSD) policy and procedure manuals. SFSD's policies and procedures will be vetted by contractor to align specific to federal and state law and industry best practices. Work collaboratively with SFSD on policy and procedure manual updates to reflect the agency's mission and philosophy. Utilize a structured method of policy editing and content merging. Integrate the policy manuals and training online to efficiently edit, review, acknowledge latest updates and to complete training. Contractor will provide regular updates in response to legislative mandates, case law and evolution in best practices.

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

The policy and procedure manuals are essential to the operation of the agency. Out of date policies and procedures create liability and risk exposure as policies are based on federal standards and state statutes and case law, and regulatory actions. Old polices and procedures are the underpinnings of staff actions that triggers lawsuits, but because they have not been reviewed and modified for years, they are passed to new staff resulting in an exponentially greater liability and risk exposure.

C. Has this service been provided in the past. If so, how? If the service was provided via a PSC, provide the most recently approved PSC # and upload a copy of the PSC.
Policy and procedure manuals are currently overseen by the SFSD Command Staff and Legal Counsel.

D. Will the contract(s) be renewed? The services will be evaluated following the completion of the initial three

2. Union Notification: On none, the Department notified the following employee organizations of this PSC/RFP request: all unions were notified

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 40784 - 16/17

DHR Analysis/Recommendation:

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

The policy and training services require a knowledge of custody and law enforcement policies. As well as, an in depth knowledge of regulatory actions, legislative mandates, and case law impacting policy.

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

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

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

There does not appear to be a civil service class that has the combine expertise in custody & law enforcement policy, current federal and state statues, industry best practices, data integration, and online tool.

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

It would not be practical to adopt a new civil service class to perform this work as this service is projected to be 5 years or less. SFSD anticipates staff to efficiently receive, review and incorporate policy updates once the contractor migrates policies to an online platform and provides training.

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

YES NO

- | | | |
|--|-------------------------------------|-------------------------------------|
| A. Will the contractor directly supervise City and County employee? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| B. Will the contractor train City and County employee?
The training consists of online training sessions. The online training consist | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C. Are there legal mandates requiring the use of contractual services? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| D. Are there federal or state grant requirements regarding the use of contractual services? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| E. Has a board or commission determined that contracting is the most effective way to provide this service? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

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

Name: Henry Gong Phone: 415-554-7241 Email: henry.gong@sfgov.org

Address: 1 Dr. Carlton B. Goodlett Pl. - Room 456 San Francisco, CA 94102

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: POLICE -- POL

Dept. Code: POL

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

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

Type of Service: Body Worn Camera Infrastructure Maintenance and Support

Funding Source: General Fund

PSC Duration: 52 weeks

PSC Amount: \$630,000

1. Description of Work

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

The contractor will provide maintenance and support of the San Francisco Police Department's (SFPD) Body Worn Camera (BWC) System, a law enforcement video data infrastructure with 2200 deployed units. Contracting staff will maintain and support the BWC eco-system of cameras, charging stations, fiber ring network, Azure cloud for evidence, evidence management through the portal and user/device management, desktop and mobile applications for uploading/tagging of metadata, and integrations with Computer Aided Dispatch for Records Management System.

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

It is critical for the SFPD to maintain the BWC system which impacts the evidence/camera footage for the SFPD and public. Denial of this request would jeopardize the infrastructure support system of the SFPD Body Worn Camera 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 has been provided in the past through the following PSC request# 40494 - 19/20

D. Will the contract(s) be renewed?

Unknown

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

not applicable

2. Reason(s) for the Request

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

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

REASON FOR CHECKING OTHER:

SFPD has been unsuccessful in trying to secure permanent civil service classifications that can perform the scope of work. It is critical for the SFPD to maintain the BWC system which impacts the evidence/camera footage for the SFPD and public. Denial of this request would jeopardize the infrastructure support system of the SFPD Body Worn Camera system.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: The contractor staff must have experience including, but not limited to, (1)Enterprise Software Solutions, (2)Audio Video streaming to cloud-based storage systems such as Microsoft Azure, (3) Ticketing Systems such as ServiceNow, (4) Troubleshooting and resolving Axon mobile application issues.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1092, IT Operations Support Admin II; 1093, IT Operations Support Admn III; 1094, IT Operations Support Admin IV; 1095, IT Operations Support Admin V; 1092, IT Operations Support Administrator II; 1093, IT Operations Support Administrator III ; 1094, IT Operations Support Administrator IV ; 1094, IT Operations Support Administrator IV ; 1095, IT Operations Support Administrator V;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No

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

SFPD has previously attempted to request/secure Civil Service Classifications that can perform this scope of work but has been unsuccessful.

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

- A. Explain why civil service classes are not applicable.
Civil service classifications are applicable and will be used to perform the work.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. Civil service classifications exist that are available to complete the scope of work.

6. Additional Information

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

7. Union Notification: On 04/13/2023, the Department notified the following employee organizations of this PSC/RFP request:

Architect & Engineers, Local 21

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

Name: Vincent Lee Phone: 4158377127 Email: vincent.lee@sfgov.org

Address: 1245 3rd St, 6th Fl San Francisco, CA

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 46371 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 07/03/2023

Receipt of Union Notification(s)

Choi, Suzanne (HRD)

From: dhr-psccordinator@sfgov.org on behalf of vincent.lee@sfgov.org
Sent: Thursday, April 13, 2023 8:32 AM
To: Lee, Vincent (POL); ework@ifpte21.org; ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; l21pscreview@ifpte21.org; Lee, Vincent (POL); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 46371 - 22/23

RECEIPT for Union Notification for PSC 46371 - 22/23 more than \$100k

The POLICE -- POL has submitted a request for a Personal Services Contract (PSC)

46371 - 22/23 for \$630,000 for Initial Request services for the period 06/01/2023 – 05/30/2024. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/20192> 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)



LONDON N. BREED
MAYOR

CITY AND COUNTY OF SAN FRANCISCO
POLICE DEPARTMENT
HEADQUARTERS
1245 3RD Street
San Francisco, California 94158



WILLIAM SCOTT
CHIEF OF POLICE

Date: May 23, 2023

To: Suzanne Choi
Citywide PSC Coordinator
Department of Human Resources

Sandra Eng
Executive Officer
Civil Service Commission

From: Patrick Leung *RL 5/24/23*
Chief Financial Officer
San Francisco Police Department

RE: Request Civil Service Commission Review of PSC # 46371 – 22/23

Background

The San Francisco Police Department’s (SFPD) Body Worn Camera project has been implemented since 2016 and requires specialized technical service experience including, but not limited to:

- Video synchronization for software with a Body Camera ecosystem and body camera hardware with network routing for video upload and retrieval;
- Working with enterprise software support solutions; and
- Working Audio Video streaming to storage systems in Microsoft Azure cloud space.

On April 6, 2023, the San Francisco Police Department (SFPD) Technology Division submitted a Personal Services Request (PSR) to the City’s Technology Marketplace for a Body Worn Camera Technical Support Contractor for maintenance and support of the network of Body Worn Cameras (BWC), SFPD’s law enforcement video data infrastructure. This \$574,080 request (lower than the PSC amount of \$630,000) is for a one-year period for continuation of current work already underway by a contractor approved the City’s Technology Marketplace. Denial of this request would jeopardize the infrastructure support system of the SFPD Body Worn Camera system. Local 21 objects to the SFPD contracting out this service. Below is a recent timeline of SFPD correspondence with Local 21.

Timeline

- April 6, 2023- submitted PSR to Local 21 for review
- April 11, 2023 – Local 21 objected and requested to meet and confer
- April 18, 2023 – Both parties met and could not agree on path forward. SFPD planned to hire two 1093 positions in 2020, but the City hiring freeze in March 2020 prevented recruitment. With the extended impact of COVID-19, the City forecasted economic and financial losses totaling

\$1.5 billion for its FY21 & FY22 budget cycle. In May 2020, the Mayor's Office instructed all City departments to reduce General Fund support by 10 percent to help rebalance the budget. Additional instructions included a freeze on new hiring for non-essential workers, a pause on non-essential capital projects, and a pause on new programs that have not yet begun. Vacant positions (which included the two 1093 positions) were eliminated to balance the budget. Until positions are approved for hiring again, SFPD will need to continue contracting these services. Local 21 maintains their position that the contracted funds should be transferred to fund Local 21 represented positions.

Permanent Civil Service Positions

The SFPD Project Manager overseeing the Body Camera Infrastructure has requested Civil Service Classification positions to fulfill this service need since 2016, but has not been successful in obtaining any. All vacant positions were cut from the budget last year so we do not have the positions to hire for this service. Furthermore, any position additions we *might* be able to hire for must be aligned with the Mayor's priorities for police reform, such as 1800 series analysts, and then verified by the Board of Supervisors through their approval/cut process in June.

Contracting is a temporary stop-gap measure to handle workload until permanent civil service employees can be hired. In addition, the SFPD Technology Division is researching possible technology solutions with Axon, the manufacturer of SFPD's body worn cameras, to reduce or eliminate the need for this support service in the future.

Request

The SFPD is requesting this PSC modification be reviewed by the Civil Service Commission on July 3, 2023. Please contact me at (415) 837-7213 or Amanath Ali at (415) 837-7306 if you have any questions or concerns.

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: POLICE

Dept. Code: POL

Type of Request: Initial Modification of an existing PSC (PSC # 40494 - 19/20)

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

Type of Service: Body Worn Camera Infrastructure Maintenance and Support

Funding Source: General Fund

PSC Original Approved Amount: \$525,000 PSC Original Approved Duration: 02/24/20 - 02/26/21 (1 year 3 days)

PSC Mod#1 Amount: \$540,000 PSC Mod#1 Duration: 02/27/21-02/26/22 (1 year)

PSC Mod#2 Amount: \$557,440 PSC Mod#2 Duration: 02/27/22-02/26/23 (1 year)

PSC Cumulative Amount Proposed: \$1,622,440 PSC Cumulative Duration Proposed: 3 years 3 days

1. Description of Work

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

The contractor will provide maintenance and support of the San Francisco Police Department's (SFPD) Body Worn Camera (BWC) System, a law enforcement video data infrastructure with 2200 deployed units. Contracting staff will maintain and support the BWC eco-system of cameras, charging stations, fiber ring network, Azure cloud for evidence, evidence management through the portal and user/device management, desktop and mobile applications for uploading/tagging of metadata, and integrations with Computer Aided Dispatch for Records Management System.

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

It is critical for the SFPD to maintain the BWC system which impacts the evidence/camera footage for the SFPD and public. Denial of this request would jeopardize the infrastructure support system of the SFPD Body Worn Camera 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 40494 - 19/20

D. Will the contract(s) be renewed?

It will be renewed if we are not able to secure requested Civil Service Classification positions.

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

2. Reason(s) for the Request

A. Display all that apply

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

Explain the qualifying circumstances:

The SFPD currently does not have the positions to cover the work needed.

B. Reason for the request for modification:

Continued need for body worn camera infrastructure support services

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: The contractor staff must have experience including, but not limited to, (1)Enterprise Software Solutions, (2) Audio Video streaming to cloud-based storage systems such as Microsoft

Azure, (3) Ticketing Systems such as ServiceNow, (4) Troubleshooting and resolving Axon mobile application issues.

B. Which, if any, civil service class(es) normally perform(s) this work? 1092, IT Operations Support Admin II; 1093, IT Operations Support Admin III; 1094, IT Operations Support Admin IV; 1095, IT Operations Support Admin V; 1092, IT Operations Support Administrator II; 1093, IT Operations Support Administrator III ; 1094, IT Operations Support Administrator IV ; 1094, IT Operations Support Administrator IV ; 1095, IT Operations Support Administrator V;

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

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

Civil service classifications are applicable and will be used to perform the work.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. Civil Service classifications are available to cover the 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.

Contractor staff will train the civil service employees who will be hired to perform the work.

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

No.

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

No.

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

No.

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

Yes. Contractor will continue services.

7. Union Notification: On 01/19/22, the Department notified the following employee organizations of this PSC/RFP request:

Architect & Engineers, Local 21;

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

Name: Genie Wong Phone: (415) 837-7208 Email: Genie.Wong@sfgov.org

Address: 1245-3rd Street, 6th Fl, San Francisco, CA 94158

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 40494 - 19/20

DHR Analysis/Recommendation:

Commission Approval Required

03/07/2022 DHR Approved for 03/07/2022

03/07/2022

Approved by Civil Service Commission

Modification

Personal Services Contracts

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: MUNICIPAL TRANSPORTATION AGENCY

Dept. Code: MTA

Type of Request: Initial Modification of an existing PSC (PSC # 4115 09 - 10)

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

Type of Service: Prof Arch & Engr Svcs for the Final Design & Constr of the Cntr Subway Pkg Proj-Design #3 Sys

Funding Source: Proposition K and Federal Funds

PSC Original Approved Amount: \$32,294,319 PSC Original Approved Duration: 04/15/10 - 04/14/20 (10 years 2 days)

PSC Mod#1 Amount: \$10,000,000 PSC Mod#1 Duration: 04/14/20-12/31/24 (4 years 37 weeks)

PSC Mod#2 Amount: no amount added PSC Mod#2 Duration: 05/01/25-07/01/25 (25 weeks 6 days)

PSC Cumulative Amount Proposed: \$42,294,319 PSC Cumulative Duration Proposed: 15 years 11 weeks

1. Description of Work

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

The Phase 2, Central Subway Project consultant will provide engineering services for all of the project system components and construction services as follows: Contract design management; Verify/validate existing preliminary engineering design; Verify cost and schedule; Part A - Perform all engineering work required including the surface segment from the tunnel portal south to the interface with the T-Line at 4th and King St. including all system-wide elements in order to make CS operational. Part 8 - Perform all engineering work required for the Central Control and Communications upgrade program including the implementation of a primary and secondary Operations Control Center and upgrades to the existing legacy systems. Provide engineering support during construction; Provide as-needed engineering support during construction review and respond to technical submittals from contractors; Perform field visits and observations to verify design compliance and/or assist in resolving issues; Witness and approve factory testing of manufactured equipment and materials; Assemble operations and maintenance manuals; Prepare conformed plans and specifications upon contract completion; Implement the quality assurance/quality control program.

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

The complexity of the Central Subway Project, which includes the integration of new system elements to the existing legacy operating railway poses significant coordination, management, design and construction challenges to the City. The City does not have the specialized expertise or staff resources to perform all services necessary for a project of this size and complexity. Given the substantial capital investment in the Central Subway and the target construction project completion schedule of 2018, it is in the best interest of the City to engage a qualified consultant with specific experience and expertise in transit tunnel system integration, startup, testing and commissioning, construction oversight and related professional services for the delivery of the Central Subway phase of the Third Street Light Rail Transit Project. The PSC Duration extends beyond the construction completion date to address testing, commissioning and warranty requirements. Failure to adequately staff a project of this size and complexity will jeopardize receipt of \$948.4 million dollars in federal funding.

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

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

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:
The duration requested is less than 5 years.

2. Reason(s) for the Request

A. Display all that apply

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

Explain the qualifying circumstances:

Automatic train control system final design involves specialized services not currently within the capability and capacity of the City staff.

B. Reason for the request for modification:

An extension of the Agreement to July 1, 2025, allows the Consultant to assist the SFMTA to complete the follow-on works to the main construction contract. These works are additional and/or changes to the main construction contract. These tasks were not assigned to the main Contractor to perform.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Engineering final design expertise of trackway, catenary systems, electrical power transmission systems, signaling systems, traffic, roadways, communication systems and architectural systems.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5203, Asst Engr; 5207, Assoc Engineer; 5241, Engineer; 6318, Construction Inspector; 6319, Senior Const Inspector;
- 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.
Transit system's final design involves specialized services not currently within the capability and capacity of the City staff. However, civil service classes at SFMT A and Department of Public Works will perform major portions of the final design and will perform construction management support as the final design is completed and the program advances into construction.
- 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. Most of the technical expertise required for the final design is currently included in existing engineering classifications 5203 Assistant Engineer, 5207 Associate Engineer, and 5241 Engineer. The specialized technical expertise not included in those classes will be required for a short time for this project alone and will not be needed after this project is completed and operational.

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.
N/A. Training is not in the scope of the design contract.
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
The FTA requires that all professional services contract
- 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, Res 143-10
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
Yes, work will be completed by vendor to complete closeout proj.

7. **Union Notification:** On 05/19/23, the Department notified the following employee organizations of this PSC/RFP request:
all unions were notified

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

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

Address: 1 S Van Ness Ave, San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4115 09 - 10

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 07/03/2023

Receipt of Union Notification(s)

Nuque, Amy

From: dhr-psccoordinator@sfgov.org on behalf of amy.nuque@sfmta.com
Sent: Friday, May 19, 2023 5:20 AM
To: Nuque, Amy; SF-DHR-Info@seiu1021.org; SBABARIA@cirseiu.org; andrea@sfmea.com; Camaguey@sfmea.com; Camaguey@sfmea.com; cpark@local39.org; khughes@ibew6.org; ewallace@ifpte21.org; ewallace@ifpte21.org; plangrooferlocal40@gmail.com; rooferslocal40@gmail.com; seichenberger@local39.org; dtuttle@oe3.org; dtubble@oe3.org; pkim@ifpte21.org; najuwanda.daniels@seiu1021.org; pking@uapd.com; president@sanfranciscodsa.com; max.porter@seiu1021.org; kennethlomba@gmail.com; snaranjo@cirseiu.org; mdennis@twusf.org; 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@sfgov.org; @sfgov.org; tracy@sfgov.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; Kbasconcillo@sfwater.org; Sandeep.lal@seiu1021.me; pcamarillo_seiu@sbcglobal.net; MRainsford@local39.org; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; pkim@ifpte21.org; agonzalez@iam1414.org; ted.zarzecki@seiu1021.net; Leah.Berlanga@seiu1021.org; gail@sfflocal798.org; cityworker@sfcwu.org; davidmkersten@gmail.com; djohnson@opcmllocal300.org; ramonliuna261@gmail.com; ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org; xiumin.li@seiu1021.org; Sin.Yee.Poon@sfgov.org; smcgarry@nccrc.org; rmtchell@twusf.org; grojo@local39.org; jduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org; L21PSCReview@ifpte21.org; sfsmsa@gmail.com; bart@dc16.us; david.canham@seiu1021.org; jtanner940@aol.com; oashworth@ibew6.org; L21PSCReview@ifpte21.org; laborers261@gmail.com; local200twu; speedy4864@aol.com; Christina@sfmea.com; ecdemvoter@aol.com; thomas.vitale@seiu1021.org; dhr-psccoordinator@sfgov.org
Subject: Receipt of Modification Request to PSC # 4115 09 - 10 - 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 \$0 for services for the period May 1,

2025 – July 1, 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/dhrrupal/node/14637>

Email sent to the following addresses: L21PSCReview@ifpte21.org

eerbach@ifpte21.org kpage@ifpte21.org kschumacher@ifpte21.org

tmathews@ifpte21.org wendywong26@yahoo.com WendyWong26@yahoo.com

ecassidy@ifpte21.com ewallace@ifpte21.org amakayan@ifpte21.org

junko.laxamana@sfgov.org

Additional Attachment(s)

ABBREVIATION FOR:

Professional Architectural and Engineering Services for the Final Design and Construction of the Central Subway Project - Design Package #3 Systems

WORD	ABBREVIATIONS
Professional	Prof
Architectural	Arch
and	&
Engineering	Engr
Services	Svcs
Construction	Constr
Central	Cntr
Project	Proj
Package	Pkg
Systems	Sys

1 [Approving Central Subway Final Design Contract Package No.3 – Systems]

2
3 **Resolution approving Municipal Transportation Agency Contract No. CS-155-3,**
4 **Professional Architectural and Engineering Services for the Final Design and**
5 **Construction Support of the Central Subway Project – Design Package #3 Systems**
6 **Design for the Central Subway Project with HNTB – B&C JV, a joint venture of HNTB**
7 **Corporation and B&C Transit, Inc. for an amount not to exceed \$32,294,319 for a term**
8 **not to exceed ten years with an option to extend the term an additional two years.**

9
10 WHEREAS, Design and construction of the 1.75-mile Central Subway ("Central
11 Subway Project") is Phase 2 of the Third Street Light Rail Project; and

12 WHEREAS, The San Francisco Municipal Transportation Agency ("SFMTA") board of
13 Directors adopted Resolution No. 02-144 on June 7, 2005, which selected the Fourth Street
14 alignment as the Locally Preferred Alternative for the Central Subway Project, which
15 alternative was carried through the Supplemental Environmental Impact
16 Statement/Environmental Impact Report and the federal New Starts Process for the funding
17 the Central Subway Project, and,

18 WHEREAS, The SFMTA Board of Directors adopted Resolution No. 08-029 on
19 February 19, 2008, which selected the Central Subway Project Alternative 3B,
20 Fourth/Stockton Alignment with semi-exclusive surface rail operations on Fourth Street, as the
21 Locally Preferred Alternative; and,

22 WHEREAS, The San Francisco Planning Commission adopted Motion No. M-17668 on
23 August 7, 2008, which certified completion of the Central Subway Final Supplemental
24 Environmental Impact Report; and,
25

1 WHEREAS, The SFMTA Board of Directors adopted Resolution No. 08-150 on August
2 19, 2008, which adopted the Central Subway Project Alternative 3B, fourth Stockton
3 Alignment with semi-exclusive surface rail operations on Fourth Street and a construction
4 variant to extend the tunnel another 2,000 feet north of Jackson Street, the CEQA Findings
5 and Statement of Overriding Considerations for the SEIS/SEIR and the Mitigation Monitoring
6 and Reporting Plan; and,

7 WHEREAS, The SFMTA Board of Directors adopted Resolution No. 09-055 on April 7,
8 2009, which authorized the Director of Transportation to issue a Request for Proposals
9 ("RFP") for SFMTA Contract No. CS-155 for Professional Architectural and Engineering
10 Services for the final Design and Construction of the Central Subway, evaluate proposals,
11 select the highest ranking proposal, and negotiate a contract for Contract No. CS-155,
12 Professional Architectural and Engineering Services for the Final Design and Construction
13 Phases of the Central Subway Project; and,

14 WHEREAS, The anticipated complexity of the Central Subway Project, in proximity to
15 sensitive urban structures and facilities, poses significant design and construction challenges
16 to the City; and,

17 WHEREAS, The City does not have the specialized expertise or staff resources to
18 design and support the construction a project of the size and intricacy of the Central Subway
19 Project; and,

20 WHEREAS, To increase competition and provide additional contracting opportunities
21 for small businesses, the SFMTA amended the RFP to divide the final design work for the
22 Central Subway into three packages: (1) Tunnels and Utility Relocation – Contract CS-155-1;
23 (2) Stations – Contract CS 155-2; and, (3) Control Systems and Trackways – Contract CS-
24 155-3; and,

1 WHEREAS, The SFMTA conducted a competitive selection process in which the
2 proposal for Systems design submitted by HNTB – B&C JV, a joint venture partnership of
3 HNTB Corporation and B&C Transit, Inc., was the highest ranked of two responsible and
4 responsive proposers for the Systems design; and,

5 WHEREAS, Staff and the Central Subway Design Group engaged in lengthy and
6 detailed negotiations for Contract CS 155-3 to determine the costs and resources necessary
7 to design the Stations; and,

8 WHEREAS, The City engineer's estimate for the costs to design both the Central
9 Subway and Central Control Systems was \$24,400,000; and,

10 WHEREAS, The negotiated amount for the base contract work during the initial ten-
11 year term is not to exceed \$24,924,852 for base contract work and \$7,369,467 for optional
12 work (optional work to be exercised at the discretion of the SFMTA), for a total contract
13 amount not to exceed \$32,294,319 and,

14 WHEREAS, On February 26, 2010. the SFMTA Board of Directors by Resolution No.
15 10-030 authorized award of Contract CS-155-3 for Systems final design to HNTB – B&C JV,
16 for an amount not to exceed \$32,294,319 for base contract and optional services, for a term
17 not to exceed ten years and an option to extend the term an additional two years; and,

18 WHEREAS, Services provided under this contract are subject to and contingent upon
19 approval of the Civil Service Commission; now, therefore, be it

20 RESOLVED, That the Board of Supervisors approves San Francisco Municipal
21 Transportation Agency Contract No. CS-155-3 for the Final Design and Construction of the
22 Central Subway Project Systems Design with HNTB – B&C JV, a joint venture of HNTB
23 Corporation and B&C Transit, Inc. for an amount not to exceed \$32,294,319 for base contract
24 work and optional services, for a term not to exceed ten years with an option to extend the
25

1 term an additional two years, said option to be exercised by the SFMTA without further action
2 by the Board of Supervisors.
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City and County of San Francisco

Tails
Resolution

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

File Number: 100331

Date Passed: April 13, 2010


Resolution approving Municipal Transportation Agency Contract No. CS-155-3, Professional Architectural and Engineering Services for the Final Design and Construction Support of the Central Subway Project - Design Package No. 3 Systems Design for the Central Subway Project with HNTB - B&C JV, a joint venture of HNTB Corporation and B&C Transit, Inc. for an amount not to exceed \$32,294,319 for a term not to exceed ten years with an option to extend the term an additional two years.

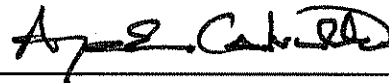
April 13, 2010 Board of Supervisors - ADOPTED

Ayes: 11 - Alioto-Pier, Avalos, Campos, Chiu, Chu, Daly, Dufty, Elsbernd, Mar, Maxwell and Mirkarimi

File No. 100331

I hereby certify that the foregoing Resolution was ADOPTED on 4/13/2010 by the Board of Supervisors of the City and County of San Francisco.



Mayor Gavin Newsom

Angela Calvillo
Clerk of the Board

4/22/2010

Date Approved

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: MUNICIPAL TRANSPORTATION AGENCY

Dept. Code: MTA

Type of Request: Initial Modification of an existing PSC (PSC # 4115 09 - 10)

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

Type of Service: Prof Arch & Engr Svcs for the Final Design & Constr of the Cntr Subway Pkg Proj-Design #3 Sys

Funding Source: Proposition K and Federal Funds

PSC Original Approved Amount: \$32,294,319 PSC Original Approved Duration: 04/15/10 - 04/14/20 (10 years 2 days)

PSC Mod#1 Amount: \$10,000,000 PSC Mod#1 Duration: 04/14/20-12/31/24 (4 years 37 weeks)

PSC Cumulative Amount Proposed: \$42,294,319 PSC Cumulative Duration Proposed: 14 years 37 weeks

1. Description of Work

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

The Phase 2, Central Subway Project consultant will provide engineering services for all of the project system components and construction services as follows: Contract design management; Verify/validate existing preliminary engineering design; Verify cost and schedule; Part A - Perform all engineering work required including the surface segment from the tunnel portal south to the interface with the T-Line at 4th and King St. including all system-wide elements in order to make CS operational. Part 8 - Perform all engineering work required for the Central Control and Communications upgrade program including the implementation of a primary and secondary Operations Control Center and upgrades to the existing legacy systems. Provide engineering support during construction; Provide as-needed engineering support during construction review and respond to technical submittals from contractors; Perform field visits and observations to verify design compliance and/or assist in resolving issues; Witness and approve factory testing of manufactured equipment and materials; Assemble operations and maintenance manuals; Prepare conformed plans and specifications upon contract completion; Implement the quality assurance/quality control program.

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

The complexity of the Central Subway Project, which includes the integration of new system elements to the existing legacy operating railway poses significant coordination, management, design and construction challenges to the City. The City does not have the specialized expertise or staff resources to perform all services necessary for a project of this size and complexity. Given the substantial capital investment in the Central Subway and the target construction project completion schedule of 2018, it is in the best interest of the City to engage a qualified consultant with specific experience and expertise in transit tunnel system integration, startup, testing and commissioning, construction oversight and related professional services for the delivery of the Central Subway phase of the Third Street Light Rail Transit Project. The PSC Duration extends beyond the construction completion date to address testing, commissioning and warranty requirements. Failure to adequately staff a project of this size and complexity will jeopardize receipt of \$948.4 million dollars in federal funding.

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

Yes, PSC 4074 09/10

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. Display all that apply

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

Explain the qualifying circumstances:

Automatic train control system final design involves specialized services not currently within the capability and capacity of the City staff.

B. Reason for the request for modification:

Construction Delays. The revenue service date is anticipated for Summer 2021. Design support is needed 2 year beyond for as-built and contract closeout.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Engineering final design expertise of trackway, catenary systems, electrical power transmission systems, signaling systems, traffic, roadways, communication systems and architectural systems.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5203, Asst Engr; 5207, Assoc Engineer; 5241, Engineer; 6318, Construction Inspector; 6319, Senior Const Inspector;
- 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.
Transit system's final design involves specialized services not currently within the capability and capacity of the City staff. However, civil service classes at SFMT A and Department of Public Works will perform major portions of the final design and will perform construction management support as the final design is completed and the program advances into construction.
- 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. Most of the technical expertise required for the final design is currently included in existing engineering classifications 5203 Assistant Engineer, 5207 Associate Engineer, and 5241 Engineer. The specialized technical expertise not included in those classes will be required for a short time for this project alone and will not be needed after this project is completed and operational.

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.
N/A. Training is not in scope of the design contract.
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
Yes, contract complies with the Federal Transit Admin.
- 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, Res# 143-10 approved 04/13/10
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
No.

7. Union Notification: On 02/28/20, 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 S Van Ness Ave, San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4115 09 - 10

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 03/13/2020

PERSONAL SERVICES CONTRACT SUMMARY

DATE: March 12, 2010

DEPARTMENT NAME: San Francisco Municipal Transportation Agency

DEPARTMENT NUMBER 35

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

TYPE OF REQUEST: (X) INITIAL REQUEST () MODIFICATION (PSC# _____)

TYPE OF SERVICE: Professional Architectural and Engineering Services for the Final Design and Construction of the Central Subway Project – Design Package #3 Systems

SOURCE: Proposition K, State Transportation Funds and Federal New Starts Funds

PSC AMOUNT: \$32,294,319.00

PSC DURATION: April, 15, 2010 through April 14, 2020

1. **DESCRIPTION OF WORK**

A. Concise description of proposed work:

The Phase 2, Central Subway Project consultant will provide engineering services for all of the project system components and construction services as follows: Contract design management; Verify/validate existing preliminary engineering design; Verify cost and schedule; Part A - Perform all engineering work required including the surface segment from the tunnel portal south to the interface with the T-Line at 4th and King St. including all system wide elements in order to make CS operational. Part B – Perform all engineering work required for the Central Control and Communications upgrade program including the implementation of a primary and secondary Operations Control Center and upgrades to the existing legacy systems. Provide engineering support during construction; Provide as-needed engineering support during construction review and respond to technical submittals from contractors; Perform field visits and observations to verify design compliance and/or assist in resolving issues; Witness and approve factory testing of manufactured equipment and materials; Assemble operations and maintenance manuals; Prepare conformed plans and specifications upon contract completion; Implement the quality assurance/quality control program.

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

The complexity of the Central Subway Project, which includes the integration of new system elements to the existing legacy operating railway poses significant coordination, management, design and construction challenges to the City. The City does not have the specialized expertise or staff resources to perform all services necessary for a project of this size and complexity. Given the substantial capital investment in the Central Subway and the target construction project completion schedule of 2018, it is in the best interest of the City to engage a qualified consultant with specific experience and expertise in transit tunnel system integration, startup, testing and commissioning, construction oversight and related professional services for the delivery of the Central Subway phase of the Third Street Light Rail Transit Project. The PSC Duration extends beyond the construction completion date to address testing, commissioning and warranty requirements. Failure to adequately staff a project of this size and complexity will jeopardize receipt of \$948.4 million dollars in federal funding.

C. Explain how this service has been provided in the past (if this service was previously approved by the Civil Service Commission, indicate most recent personal services contract approval number):

This service has not been provided for Phase 2 - the Central Subway Project. Central Subway final design strategy encompasses 3 major design contract packages. PSC # 4074-09/10 Fund Design and Construction was approved on December 21, 2009.

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

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

IFPTE, Local 21 Cynthia Hamada 3/12/10
Union Name Signature of person mailing / faxing form Date

RFP sent to IFPTE, Local 21, on January 29, 2009. Mario Gallardo
Union Name Date Signature

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# _____

*SFMTA approved
3-12-10*

STAFF ANALYSIS/RECOMMENDATION:
CIVIL SERVICE COMMISSION ACTION:

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

Engineering final design expertise of trackway, catenary systems, electrical power transmission systems, signaling systems, traffic, roadways, communication systems and architectural systems.

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

No single civil service class performs the range of tasks detailed in the work scope. The civil service classes 6318 Constructions Inspectors, 6319 Sr. Construction Inspectors, 5241 Engineers, 5207 Associate Engineers, and 5203 Assistant Engineers for civil, structural, electrical and traffic engineers perform some of the tasks detailed in the work scope.

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

4.WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

Transit system final design involves specialized services not currently within the capability and capacity of the City staff. However, civil service classes at SFMTA and Department of Public Works will perform major portions of the final design and will perform construction management support as the final design is completed and the program advances into construction.

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

No. Most of the technical expertise required for final design is currently included in existing engineering classifications 5203 Assistant Engineer, 5207 Associate Engineer, and 5241 Engineer. The specialized technical expertise not included in those classes will be required for a short time for this project alone and will not be needed after this project is completed and operational.

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

	<u>Yes</u>	<u>No</u>
A. Will the contractor directly supervise City and County employees?	()	(X)
B. Will the contractor train City and County employees?	()	(X)
C. Are there legal mandates requiring the use of contractual services?	()	(X)
D. Are there federal or state grant requirements regarding the use of contractual services?	()	(X)
E. Has a board or commission determined that contracting is the most effective way to provide this service? <i>SFMTA Board Resolution 10-030 approved on February 26, 2010</i>	(X)	()
F. Will the proposed work be completed by a contractor that has a current personal services contract with your department?	()	(X)

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

Parveen Boparai

Signature of Departmental Personal Services Contract Coordinator

Parveen Boparai
Print or Type Name

415.701.5377
Telephone Number

San Francisco Municipal Transportation Agency

1 South Van Ness Ave. 7th Floor San Francisco CA 94103

Address

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: MUNICIPAL TRANSPORTATION AGENCY

Dept. Code: MTA

Type of Request: Initial Modification of an existing PSC (PSC # 48177 - 14/15)

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

Type of Service: Automated Photo Enforcement Program

Funding Source: SFMTA Project & Operating Funds

PSC Original Approved Amount: \$8,000,000 PSC Original Approved Duration: 02/01/16 - 05/31/21 (5 years 17 weeks)

PSC Mod#1 Amount: \$4,000,000 PSC Mod#1 Duration: 02/01/16-06/30/23 (2 years 4 weeks)

PSC Mod#2 Amount: no amount added PSC Mod#2 Duration: 07/01/23-11/06/28 (5 years 18 weeks)

PSC Cumulative Amount Proposed: \$12,000,000 PSC Cumulative Duration Proposed: 12 years 40 weeks

1. Description of Work

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

The San Francisco Municipal Transportation Agency (SFMTA) requires the services of a contractor to perform all duties pertaining to the SFMTA's automated photo enforcement system. Duties include, but are not limited to the following: maintain the system (hardware and software); issue and process citations for red light and illegal turn violations; provide court evidence packages; provide expert witness testimony pertaining to the system; train SF Police Department employees on the system's functions; provide regular reports on the system to the SFMTA; and provide a secure internet site for violators to obtain information on their violation.

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

These services are necessary to maintain automated enforcement of red light and illegal turn violations at all camera-enforced intersections in San Francisco. Denial of this service would limit the City's ability to cite red light and illegal turn violations and would likely result in an increase in traffic collisions and deaths (both drivers and pedestrians) attributable to driving violations.

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, under PSC 48177-14/15 as approved by the CSC on August 17, 2015.

D. Will the contract(s) be renewed?

No.

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

This extension is needed because we plan to seek MTA Board approval to extend the current Automated Enforcement professional services contract to 11/6/28.

2. Reason(s) for the Request

A. Display all that apply

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

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

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

Explain the qualifying circumstances:

The contractor will maintain its own operations center providing project management, construction/field maintenance/repair coordination, business operations analysis and communications/network support. The civil service classes do not possess the knowledge and expertise in specialized automated photo enforcement equipment and software, and related standards for providing expert witness testimony in court. Given that services are required

only on an intermittent, as-needed basis, it would not be feasible to add these specialized services to any current classes.

B. Reason for the request for modification:

This Mod #2 is being requested to add an additional duration of 5 years and 4 months to 11/6/28. This extension is needed because we plan to seek MTA Board approval to extend the current Automated Enforcement professional services contract to 11/6/28.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: These services require knowledge and expertise in all facets of maintaining hardware and software for a number of automated enforcement cameras installed throughout the City, and performing all duties required to issue citations and ensure that they are upheld in court through evidence and expert testimony.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1823, Senior Administrative Analyst; 1824, Pr Administrative Analyst; 5207, Assoc Engineer; 5241, Engineer; 5302, Traffic Survey Technician; 7432, Electrical Line Helper; 8113, Court Clerk; 9145, Traffic Signal Electrician;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. The contractor maintains its own operations center providing project management, construction/field maintenance/repair coordination, business operations analysis and communications/network support.

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.
Although the required duties could be performed by FTE percentages of the above-referenced classes, it would not be feasible to do so for the following reasons: 1) The duties to be performed do not call for a workforce of static full or part-time FTEs. Rather, they are provided intermittently and as needed by a portion of time of various FTE employees; and, (see attachment).
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. Classifications already exist, but do not possess the combined knowledge and expertise in the sophisticated automated photo enforcement system. Given that services are required only on an intermittent, as-needed basis, it would not be feasible to add these specialized services to any current 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.
No training. The contractor maintain the system (hardware and software)
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
Yes
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.

Yes, continue automated photo enforcement services

7. **Union Notification:** On 03/20/23, the Department notified the following employee organizations of this PSC/RFP request:
SFPOA - Q2-Q50; SEIU 1021 Miscellaneous; Professional & Tech Engrs, Local 21; Electrical Workers, Local 6;

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

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 48177 - 14/15

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 07/03/2023

Receipt of Union Notification(s)

Nuque, Amy

From: dhr-psccordinator@sfgov.org on behalf of amy.nuque@sfmta.com
Sent: Monday, March 20, 2023 2:38 PM
To: Nuque, Amy; mlobre@sfpoa.org; @sfpoa.org; tracym@sfpoa.org; najuawanda.daniels@seiu1021.org; jason.klumb@seiu1021.org; noah.frigault@sfgov.org; Julie.Meyers@sfgov.org; thomas.vitale@seiu1021.org; Ricardo.lopez@sfgov.org; Kbasconcillo@sfgwater.org; 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; ewallace@ifpte21.org; junko.laxamana@sfgov.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; L21PSCReview@ifpte21.org; Osha Ashworth; rod.goree@sfmta.com; dhr-psccordinator@sfgov.org
Subject: Receipt of Modification Request to PSC # 48177 - 14/15 - 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 \$0 for services for the period July 1, 2023 – November 6, 2028. 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/10010>

Email sent to the following addresses: oashworth@ibew6.org L21PSCReview@ifpte21.org kschumacher@ifpte21.org tmathews@ifpte21.org wendywong26@yahoo.com WendyWong26@yahoo.com junko.laxamana@sfgov.org ewallace@ifpte21.org jtanner940@aol.com david.canham@seiu1021.org Sin.Yee.Poon@sfgov.org xiumin.li@seiu1021.org davidmkersten@gmail.com ted.zarzecki@seiu1021.net pscreview@seiu1021.org Wendy.Frigillana@seiu1021.org pcamarillo_seiu@sbcglobal.net Kbasconcillo@sfgwater.org Ricardo.lopez@sfgov.org thomas.vitale@seiu1021.org Julie.Meyers@sfgov.org noah.frigault@sfgov.org jason.klumb@seiu1021.org najuawanda.daniels@seiu1021.org tracym@sfpoa.org @sfpoa.org mlobre@sfpoa.org

Additional Attachment(s)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: MUNICIPAL TRANSPORTATION AGENCYDept. Code: MTAType of Request: Initial Modification of an existing PSC (PSC # 48177 - 14/15)Type of Approval: Expedited Regular Annual Continuing (Omit Posting)Type of Service: Automated Photo Enforcement ProgramFunding Source: SFMTA Project & Operating FundsPSC Original Approved Amount: \$8,000,000PSC Original Approved Duration: 02/01/16 - 05/31/21 (5 years 17 weeks)PSC Mod#1 Amount: \$4,000,000PSC Mod#1 Duration: 02/01/16-06/30/23 (2 years 4 weeks)PSC Cumulative Amount Proposed: \$12,000,000PSC Cumulative Duration Proposed: 7 years 21 weeks**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

The San Francisco Municipal Transportation Agency (SFMTA) requires the services of a contractor to perform all duties pertaining to the SFMTA's automated photo enforcement system. Duties include, but are not limited to the following: maintain the system (hardware and software); issue and process citations for red light and illegal turn violations; provide court evidence packages; provide expert witness testimony pertaining to the system; train SF Police Department employees on the system's functions; provide regular reports on the system to the SFMTA; and provide a secure internet site for violators to obtain information on their violation.

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

These services are necessary to maintain automated enforcement of red light and illegal turn violations at all camera-enforced intersections in San Francisco. Denial of this service would limit the City's ability to cite red light and illegal turn violations and would likely result in an increase in traffic collisions and deaths (both drivers and pedestrians) attributable to driving violations.

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, under PSC 48177-14/15 as approved by the CSC on August 17, 2015.

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:

Since the PSC was originally approved in August 2015, the SFMTA has undergone an RFP process to select a new Automated Photo Enforcement contractor to operate the new system and administer the program, the design of which has been completed. The Department of Public Works is currently preparing to issue a request for construction bids to install the new system. However,

construction is not expected to begin until early 2018, and the new Automated Photo Enforcement contractor is not expected to take over operation and administration of the program until July 1, 2018, which is later than previously anticipated. Extending the PSC duration to June 30, 2023, will allow the contractor to complete their five-year term.

2. Reason(s) for the Request

A. Display all that apply

- Short-term or capital projects requiring diverse skills, expertise and/or knowledge.
- Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).
- Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator).

Explain the qualifying circumstances:

The contractor will maintain its own operations center providing project management, construction/field maintenance/repair coordination, business operations analysis and communications/network support. The civil service classes do not possess the knowledge and expertise in specialized automated photo enforcement equipment and software, and related standards for providing expert witness testimony in court. Given that services are required only on an intermittent, as-needed basis, it would not be feasible to add these specialized services to any current classes.

B. Reason for the request for modification:

Both additional dollar amount and contract duration are being requested. Because the new Automated Photo Enforcement contractor is not expected to take over administration of the program until July 1, 2018, the SFMTA has had to extend the current Automated Photo Enforcement contractor's contract to December 31, 2018, to ensure continuation of the program while the new system is designed, installed, and transitioned to the new contractor. In addition, the extension ensured continuation of court testimony for citations issued under the old system. The previously approved \$8,000,000 is covering the continuation of the current contractor's services, and will cover a portion of the new contractor's services. However, additional spending authority will be needed to cover the rest of the new contractor's five-year term. There is also the possibility that during the course of the five-year contract, the SFMTA may determine that additional intersections need photo enforcement. The additional dollar amount requested would cover this additional expense. Extending the duration will allow the contractor to complete the five-year term of the initial contract.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: These services require knowledge and expertise in all facets of maintaining hardware and software for a number of automated enforcement cameras installed throughout the City, and performing all duties required to issue citations and ensure that they are upheld in court through evidence and expert testimony.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1823, Senior Administrative Analyst; 1824, Pr Administrative Analyst; 5207, Assoc Engineer; 5241, Engineer; 5302, Traffic Survey Technician; 7432, Electrical Line Helper; 8113, Court Clerk;

- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. The contractor maintains its own operations center providing project management, construction/field maintenance/repair coordination, business operations analysis and communications/network support.

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.

Although the required duties could be performed by FTE percentages of the above-referenced classes, it would not be feasible to do so for the following reasons: 1) The duties to be performed do not call for a workforce of static full or part-time FTEs. Rather, they are provided intermittently and as needed by a portion of time of various FTE employees; and, (see attachment).

- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. Classifications already exist, but do not possess the combined knowledge and expertise in the sophisticated automated photo enforcement system. Given that services are required only on an intermittent, as-needed basis, it would not be feasible to add these specialized services to any current 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.

See attached.

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

No.

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

No.

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

No.

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

No.

7. Union Notification: On 09/08/17, the Department notified the following employee organizations of this PSC/RFP request:

SFPOA - Q2-Q50; SEIU 1021 Miscellaneous; Professional & Tech Engrs, Local 21; Electrical Workers, Local 6;

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

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 48177 - 14/15

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 11/13/2017

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: Automated Photo Enforcement Program

Funding Source: SFMTA Project & Operating Funds

PSC Amount: \$8,000,000 PSC Est. Start Date: 02/01/2016 PSC Est. End Date 05/31/2021

1. Description of Work

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

The San Francisco Municipal Transportation Agency (SFMTA) requires the services of a contractor to perform all duties pertaining to the SFMTA's automated photo enforcement system. Duties include, but are not limited to the following: maintain the system (hardware and software); issue and process citations for red light and illegal turn violations; provide court evidence packages; provide expert witness testimony pertaining to the system; train SF Police Department employees on the system's functions; provide regular reports on the system to the SFMTA; and provide a secure internet site for violators to obtain information on their violation.

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

These services are necessary to maintain automated enforcement of red light and illegal turn violations at all camera-enforced intersections in San Francisco. Denial of this service would limit the City's ability to cite red light and illegal turn violations and would likely result in an increase in traffic collisions and deaths (both drivers and pedestrians) attributable to driving violations.

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

Similar services are being provided via PSC#4068-10/11.

D. Will the contract(s) be renewed?

No.

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

This service duration is due to the fact that the contractor will be developing this enforcement program. It also takes into consideration the lengthy request for proposal process and the additional internal City and County of San Francisco approval processes.

2. Reason(s) for the Request

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

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

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

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

B. Explain the qualifying circumstances:

The contractor will maintain its own operations center providing project management, construction/field maintenance/repair coordination, business operations analysis and communications/network support. The civil service classes do not possess the knowledge and expertise in specialized automated photo enforcement equipment and software, and related standards for providing expert witness testimony in court. Given that services are required only on an intermittent, as-needed basis, it would not be feasible to add these specialized services to any current classes.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: These services require knowledge and expertise in all facets of maintaining hardware and software for a number of automated enforcement cameras installed throughout the City, and performing all duties required to issue citations and ensure that they are upheld in court through evidence and expert testimony.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1823, Senior Administrative Analyst; 1824, Pr Administrative Analyst; 5207, Assoc Engineer; 5241, Engineer; 5302, Traffic Survey Technician; 7432, Electrical Line Helper; 8113, Court Clerk; 9145, Traffic Signal Electrician;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. The contractor maintains its own operations center providing project management, construction/field maintenance/repair coordination, business operations analysis and communications/network support.

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

These services could be provided by full-time employees (FTE) of the following classes on an as-needed basis: 9145 Traffic Signal Electrician; 7432 Electrical Line Helper; 5207 Associate Traffic Engineer; 5241 Engineer; 5302 Traffic Survey Tech; 1823 Senior Administrative Analyst; 1824 Principal Administrative Analyst; 9508 Principal Permit and Citation Clerk; and 8113 Court Clerk.

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

- A. Explain why civil service classes are not applicable.
Although the required duties could be performed by FTE percentages of the above-referenced classes, it would not be feasible to do so for the following reasons: 1) The duties to be performed do not call for a workforce of static full or part-time FTEs. Rather, they are provided intermittently and as needed by a portion of time of various FTE employees; and, (see attachment).
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. Classifications already exist, but do not possess the combined knowledge and expertise in the sophisticated automated photo enforcement system. Given that services are required only on an intermittent, as-needed basis, it would not be feasible to add these specialized services to any current 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 contact? If so, please explain what that will entail; if not, explain why not.
Yes. See attached.
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.

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

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

7. Union Notification: On 05/15/2015, the Department notified the following employee organizations of this PSC/RFP request:
Electrical Workers, Local 6; Professional & Tech Engrs, Local 21; SEIU 1021 Miscellaneous; SFPOA - Q2-Q50

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

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 48177 - 14/15

DHR Analysis/Recommendation:

action date: 08/17/2015

Commission Approval Required

Approved by Civil Service Commission

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

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH

Dept. Code: DPH

Type of Request: Initial Modification of an existing PSC (PSC # 31866 - 20/21)

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

Type of Service: Recyclable Refuse Sorting & Consolidation

Funding Source: General Fund

PSC Original Approved Amount: \$2,000,000 PSC Original Approved Duration: 07/01/21 - 06/30/23 (1 year 52 weeks)

PSC Mod#1 Amount: \$600,000 PSC Mod#1 Duration: 07/01/23-06/30/26 (3 years 1 day)

PSC Cumulative Amount Proposed: \$2,600,000 PSC Cumulative Duration Proposed: 5 years

1. Description of Work

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

Services are for on-site collection, consolidation, sorting and compacting of trash and recycling at Zuckerberg San Francisco General Hospital (ZSFGH).

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

In order to comply with the City's Refuse Separation Compliance Ordinance (No. 300-18), DPH/ZSFGH must consolidate and appropriately sort its refuse. This ordinance is an amendment to the City's Mandatory Recycling and Composting Ordinance (Chapter 19 of the Environment Code). It applies only to Large Refuse Generators (LRGs), such as ZSFGH. LRGs are defined as refuse service accounts with a roll-off compactor, or accounts with 40 cubic yards or more of uncompacted refuse per week. Refuse service includes all hauler-serviced collection bins containing recyclables, compostables and trash. The ordinance requires that (1) LRGs have their refuse audited at least every three years, to assess compliance with mandatory recycling and composting, and (2) if a property fails an audit and is found to have contamination above set limits in any of the three streams of refuse (recyclables, compostables, or trash), they must engage the services of a "Zero Waste Facilitator" to ensure adequate separation of refuse to be collected by a hauler (Recology). The consequences of denial are not only adverse effects on the environment and their associated costs to general public health, but the Department will fail an audit and be required to engage the services of a "Zero Waste Facilitator" to do the same function currently provided by the SF Conservation Corps.

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 31866 - 20/21

D. Will the contract(s) be renewed?

Yes, if funding is available.

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

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

Explain the qualifying circumstances:

The services are needed immediately in order to avoid interruption in services and likely noncompliance with the City's Refuse Separation ordinance.

B. Reason for the request for modification:

To extend the duration to align with the anticipated contract term.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Contractor must be able to provide adequate staffing to efficiently sort and consolidate refuse throughout the facility and transport to a central location to be sorted appropriately into trash or recycling.
- B. Which, if any, civil service class(es) normally perform(s) this work? 2708, Custodian;
- 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 Department of Public Health utilizes the classification 2736 Porter and does not utilize the 2708 Custodian classification, which is more likely appropriate to these services. Porters' work is part of providing quality patient/resident care, including cleaning of patient rooms, laboratories, pharmacies, and operating rooms, gathering laundry and delivering meals as well as the care of the hospital's physical plant, while Custodians work in other large departments concerned with providing transportation, recreation and education 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: Not at this time, since there is already a classification which might be used (Custodian).

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.
While this contract currently provides education and training services to SFCC participants, it does not provide training directly to civil service employees.
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
Aim to Please

7. Union Notification: On 03/15/23, the Department notified the following employee organizations of this PSC/RFP request:

SEIU 1021 Miscellaneous;

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

Name: Kelly Hiramoto Phone: 415-255-3492 Email: kelly.hiramoto@sfdph.org

Address: 1380 Howard Street #421b, San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 31866 - 20/21

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 07/03/2023

Receipt of Union Notification(s)

Receipt of Modification Request to PSC # 31866 - 20/21 - MODIFICATIONS

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

on behalf of

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

Wed 3/15/2023 2:05 PM

To: Hiramoto, Kelly (DPH) <kelly.hiramoto@sfdph.org>;Najuawanda Daniels <najuawanda.daniels@seiu1021.org>;Jason Klumb <Jason.Klumb@seiu1021.org>;Frigault, Noah (HRC) <noah.frigault@sfgov.org>;Julie.Meyers@sfgov.org <Julie.Meyers@sfgov.org>;Thomas Vitale <thomas.vitale@seiu1021.org>;Ricardo.lopez@sfgov.org <Ricardo.lopez@sfgov.org>;Kbasconcillo@sfgwater.org <Kbasconcillo@sfgwater.org>;pcamarillo_seiu@sbcglobal.net <pcamarillo_seiu@sbcglobal.net>;Wendy Frigillana <wendy.frigillana@seiu1021.org>;pscreview@seiu1021.org <pscreview@seiu1021.org>;ted.zarzecki@seiu1021.net <ted.zarzecki@seiu1021.net>;davidmkersten@gmail.com <davidmkersten@gmail.com>;XiuMin Li <xiumin.li@seiu1021.org>;Sin.Yee.Poon@sfgov.org <Sin.Yee.Poon@sfgov.org>;david.canham@seiu1021.org <david.canham@seiu1021.org>;jtanner940@aol.com <jtanner940@aol.com>;DHR-PSCCoordinator, DHR (HRD) <dhr-psccoordinator@sfgov.org>

PSC RECEIPT of Modification notification sent to Unions and DHR

The PUBLIC HEALTH -- DPH has submitted a modification request for a Personal Services Contract (PSC) for \$600,000 for services for the period July 1, 2023 – June 30, 2026. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

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

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/19989>

Email sent to the following addresses: jtanner940@aol.com
david.canham@seiu1021.org Sin.Yee.Poon@sfgov.org xiumin.li@seiu1021.org
davidmkersten@gmail.com ted.zarzecki@seiu1021.net pscreview@seiu1021.org
Wendy.Frigillana@seiu1021.org pcamarillo_seiu@sbcglobal.net
Kbasconcillo@sfgwater.org Ricardo.lopez@sfgov.org thomas.vitale@seiu1021.org
Julie.Meyers@sfgov.org noah.frigault@sfgov.org jason.klumb@seiu1021.org
najuawanda.daniels@seiu1021.org

Additional Attachment(s)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH -- DPH

Dept. Code: DPH

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

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

Type of Service: Recyclable Refuse Sorting & Consolidation

Funding Source: General Fund

PSC Duration: 1 year 52 weeks

PSC Amount: \$2,000,000

1. Description of Work

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

Services are for on-site collection, consolidation, sorting and compacting of trash and recycling at Zuckerberg San Francisco General Hospital (ZSFGH).

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

In order to comply with the City's Refuse Separation Compliance Ordinance (No. 300-18), DPH/ZSFGH must consolidate and appropriately sort its refuse. This ordinance is an amendment to the City's Mandatory Recycling and Composting Ordinance (Chapter 19 of the Environment Code). It applies only to Large Refuse Generators (LRGs), such as ZSFGH. LRGs are defined as refuse service accounts with a roll-off compactor, or accounts with 40 cubic yards or more of uncompacted refuse per week. Refuse service includes all hauler-serviced collection bins containing recyclables, compostables and trash. The ordinance requires that (1) LRGs have their refuse audited at least every three years, to assess compliance with mandatory recycling and composting, and (2) if a property fails an audit and is found to have contamination above set limits in any of the three streams of refuse (recyclables, compostables, or trash), they must engage the services of a "Zero Waste Facilitator" to ensure adequate separation of refuse to be collected by a hauler (Recology). The consequences of denial are not only adverse effects on the environment and their associated costs to general public health, but the Department will fail an audit and be required to engage the services of a "Zero Waste Facilitator" to do the same function currently provided by the SF Conservation Corps.

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 Office of Contract Administration (OCA) issues the City's refuse contract, which for many years has been awarded to Recology. For the past 15 years, up to the pandemic, there has been a subcontract within the Recology contract to assist in facilitating consolidation of recycling collection at certain City department locations. These have always been contracted services for DPH. These subcontracted services have been provided by The Arc of San Francisco, a non-profit organization providing lifelong education and career opportunities for people with developmental disabilities. This contract has also served as an opportunity to provide workforce development or work-assistance programming for organizations like The Arc (and most recently, the San Francisco Conservation Corps) to provide recycling and/or composting consolidation services at specific City department locations that wanted this service. When the COVID-19 pandemic began, The ARC reached out to the department locations where they provided these consolidation services to inform them that The Arc would be sheltering in place and would not be able to provide services. Recology did provide an alternate organization, the San Francisco Conservation Corps (SFCC), to continue the consolidation services that The Arc had been providing. In December, 2020, OCA advised Departments that this subcontracted service for the consolidation of recycling materials would no longer be part of the larger refuse contract, which was being put out to bid. To continue these services, OCA asked DPH to request PSC approval prior to bidding the contract.

D. Will the contract(s) be renewed?
Yes, if funding is available.

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

2. Reason(s) for the Request

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

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

B. Explain the qualifying circumstances:

The services are needed immediately in order to avoid interruption in services and likely noncompliance with the City's Refuse Separation ordinance.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Contractor must be able to provide adequate staffing to efficiently sort and consolidate refuse throughout the facility and transport to a central location to be sorted appropriately into trash or recycling.

B. Which, if any, civil service class(es) normally perform(s) this work? 2708, Custodian;

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

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

The Department has used the limited time available since it was made aware that that these services would not continue as they historically have to examine its immediate options and has determined that in order to remain in compliance utilizing the classifications available to it, it would need to continue to contract for the services previously under the Recology subcontract, since the only potential classification available to the Department not only was not appropriate, but critically needed to service acute care areas of ZSFGH as part of ongoing services and in response to the COVID-19 pandemic.

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

A. Explain why civil service classes are not applicable.

The Department of Public Health utilizes the classification 2736 Porter and does not utilize the 2708 Custodian classification, which is more likely appropriate to these services. Porters' work is part of providing quality patient/resident care, including cleaning of patient rooms, laboratories, pharmacies, and operating rooms, gathering laundry and delivering meals as well as the care of the hospital's physical plant, while Custodians work in other large departments concerned with providing transportation, recreation and education 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. Not at this time, since there is already a classification which might be used (Custodian).

6. Additional Information

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

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

7. **Union Notification:** On 03/27/2021, the Department notified the following employee organizations of this PSC/RFP request:
SEIU 1021 Miscellaneous

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

Name: Jacquie Hale Phone: (415) 554-2609 Email: jacquie.hale@sfdph.org

Address: 1380 Howard Street #421b San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 31866 - 20/21

DHR Analysis/Recommendation:

action date: 06/21/2021

Commission Approval Required

Approved by Civil Service Commission

06/21/2021 DHR Approved for 06/21/2021

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH

Dept. Code: DPH

Type of Request: Initial Modification of an existing PSC (PSC # 40417 - 18/19)

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

Type of Service: As-needed facilities planning, bonds and capital planning initiative services

Funding Source: General Fund, State, Federal, Bonds

PSC Original Approved Amount: \$2,500,000 PSC Original Approved Duration: 07/01/19 - 06/30/23 (4 years)

PSC Mod#1 Amount: \$3,500,000 PSC Mod#1 Duration: 07/01/23-06/30/28 (5 years 2 days)

PSC Cumulative Amount Proposed: \$6,000,000 PSC Cumulative Duration Proposed: 9 years 2 days

1. Description of Work

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

Healthcare reform has led to the Department's need for specialized, limited-term projects. The contractor will provide intermittent, as-needed project management and technical services program support for specialized, limited-term projects and Department programs, focusing on new and existing information technology projects, facilities re-programming, and municipal bond/capital planning projects and initiatives.

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

The services are necessary to implement mandated reforms in order for the Department to meet its obligations to funders and regulatory agencies and to deliver effective services to patients/clients/consumers. Denial will result in delays in the roll-out of new initiatives and may impact the delivery of services, as well as the City's ability to access reimbursements from federal and State funding sources.

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 40417 - 18/19

D. Will the contract(s) be renewed?

Only if there is an ongoing need.

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

The Department expects the need for these services to continue.

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 contractor will provide intermittent, as-needed project management and technical services program support for specialized, limited-term projects and Department programs.

B. Reason for the request for modification:

Extending term and adding to amount to ensure these services related to the efficient functioning of the Department of Public Health are supported on an on-going basis.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Access to individuals with project and program management experience in the areas of information technology, including expertise in web design, Hypertext Markup Language (HTML)/Cascading Style Sheets (CSS), and web content management systems such as Drupal and Word Press; project and program management experience in the areas of facilities projects and capital planning; technical expertise in various health care-related technology focus areas such new and legacy electronic medical record systems, billing systems, decision support systems, clinical systems.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1823, Senior Administrative Analyst; 1824, Pr Administrative Analyst; 5502, Project Manager 1; 5504, Project Manager 2; 5506, Project Manager 3; 5508, Project Manager 4;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

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

Not Applicable

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

- A. Explain why civil service classes are not applicable.
Civil service classes are not applicable because the work will be for intermittent, limited-term projects.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No, as the contractor has specialized knowledge and experience which supports the work of ongoing civil service staff to implement these time-limited, intermittent projects, and is only needed for specific work on these specific projects.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
For all positions which may be impacted by this request the Civil Service staff will be able to obtain up to date knowledge and skills in the area of project and program management through their interactions with the selected vendors.
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
No.

**7. Union Notification: On 05/11/23, the Department notified the following employee organizations of this PSC/RFP request:
Professional & Tech Engrs, Local 21; Prof & Tech Eng, 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: Kelly Hiramoto Phone: 415-255-3492 Email: kelly.hiramoto@sfdph.org

Address: 1380 Howard Street, Room 421b, San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 40417 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 07/03/2023

Receipt of Union Notification(s)

Receipt of Modification Request to PSC # 40417 - 18/19 - MODIFICATIONS

dhr-psccordinator@sfgov.org

on behalf of

kelly.hiramoto@SFDPH.org

Thu 5/11/2023 6:47 PM

To: Hiramoto, Kelly (DPH) <kelly.hiramoto@sfdph.org>; Laxamana, Junko (DBI) <Junko.Laxamana@sfgov.org>; amakayan@ifpte21.org <amakayan@ifpte21.org>; ewallace@ifpte21.org <ewallace@ifpte21.org>; ecassidy@ifpte21.com <ecassidy@ifpte21.com>; WendyWong26@yahoo.com <WendyWong26@yahoo.com>; WendyWong26@yahoo.com <WendyWong26@yahoo.com>; tmathews@ifpte21.org <tmathews@ifpte21.org>; kschumacher@ifpte21.org <kschumacher@ifpte21.org>; kpage@ifpte21.org <kpage@ifpte21.org>; eerbach@ifpte21.org <eerbach@ifpte21.org>; l21pscreview@ifpte21.org <l21pscreview@ifpte21.org>; Rossi, Ron (DPH) <ron.rossi@sfdph.org>; DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>

PSC RECEIPT of Modification notification sent to Unions and DHR

The PUBLIC HEALTH -- DPH has submitted a modification request for a Personal Services Contract (PSC) for \$3,500,000 for services for the period July 1, 2023

– June 30, 2028. 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/20329>

Email sent to the following addresses: L21PSCReview@ifpte21.org
eerbach@ifpte21.org kpage@ifpte21.org kschumacher@ifpte21.org
tmathews@ifpte21.org wendywong26@yahoo.com WendyWong26@yahoo.com
ecassidy@ifpte21.com ewallace@ifpte21.org amakayan@ifpte21.org
junko.laxamana@sfgov.org

Additional Attachment(s)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH -- DPH

Dept. Code: DPH

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

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

Type of Service: As-needed facilities planning, bonds and capital planning initiative services

Funding Source: General Fund, State, Federal, Bonds

PSC Duration: 4 years

PSC Amount: \$2,500,000

1. Description of Work

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

Healthcare reform has led to the Department's need for specialized, limited-term projects. The contractor will provide intermittent, as-needed project management and technical services program support for specialized, limited-term projects and Department programs, focusing on new and existing information technology projects, facilities re-programming, and municipal bond/capital planning projects and initiatives.

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

The services are necessary to implement mandated reforms in order for the Department to meet its obligations to funders and regulatory agencies and to deliver effective services to patients/clients/consumers. Denial will result in delays in the roll-out of new initiatives and may impact the delivery of services, as well as the City's ability to access reimbursements from federal and State funding sources.

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

These services were previously provided under PSC 46624-14/15, which ends June 30, 2019, and includes additional service areas not included in this new PSC request.

D. Will the contract(s) be renewed?

Only if there is an ongoing need.

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

not applicable

2. Reason(s) for the Request

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

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

B. Explain the qualifying circumstances:

The contractor will provide intermittent, as-needed project management and technical services program support for specialized, limited-term projects and Department programs.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Access to individuals with project and program management experience in the areas of information technology, including expertise in web design, Hypertext Markup

Language (HTML)/Cascading Style Sheets (CSS), and web content management systems such as Drupal and Word Press; project and program management experience in the areas of facilities projects and capital planning; technical expertise in various health care-related technology focus areas such new and legacy electronic medical record systems, billing systems, decision support systems, clinical systems.

- B. Which, if any, civil service class(es) normally perform(s) this work? 1823, Senior Administrative Analyst; 1824, Pr Administrative Analyst; 5502, Project Manager 1; 5504, Project Manager 2; 5506, Project Manager 3; 5508, Project Manager 4;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain:
No.

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

The Department continues to utilize existing civil service staff to implement these special projects. The contractor will provide specialized, as-needed, executive-level services to assist Department management in implementing specific, time-limited projects.

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

- A. Explain why civil service classes are not applicable.
Civil service classes are not applicable because the work will be for intermittent, limited-term projects.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, as the contractor has specialized knowledge and experience which supports the work of ongoing civil service staff to implement these time-limited, intermittent projects, and is only needed for specific work on these specific projects.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
No. For all positions which may be impacted by this request the Civil Service staff will be able to obtain up to date knowledge and skills in the area of project and program management through their interactions with the selected vendors.
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
No.

7. **Union Notification:** On 02/14/2019, the Department notified the following employee organizations of this PSC/RFP request:
Architect & Engineers, Local 21; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21

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

Name: Jacquie Hale Phone: (415) 554-2609 Email: jacquie.hale@sfdph.org

Address: 1380 Howard Street, Room 421b San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 40417 - 18/19

DHR Analysis/Recommendation:

action date: 04/15/2019

Commission Approval Required

Approved by Civil Service Commission

04/15/2019 DHR Approved for 04/15/2019

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH

Dept. Code: DPH

Type of Request: Initial Modification of an existing PSC (PSC # 45316 - 21/22)

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

Type of Service: Recruitment for Executive and Senior Management

Funding Source: General Fund

PSC Original Approved Amount: \$99,000 PSC Original Approved Duration: 04/01/22 - 09/30/23 (1 year 26 weeks)

PSC Mod#1 Amount: \$99,000 PSC Mod#1 Duration: no duration added

PSC Mod#2 Amount: \$2,000,000 PSC Mod#2 Duration: 10/01/23-12/31/25 (2 years 13 weeks)

PSC Cumulative Amount Proposed: \$2,198,000 PSC Cumulative Duration Proposed: 3 years 39 weeks

1. Description of Work

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

The Contractor will augment the Department's search and recruitment of qualified candidates for executive level and senior management positions at the Department of Public Health, due to anticipated retirements, organizational changes, and vacancies.

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

The services are necessary in order to augment the Department's internal efforts to fill executive level and senior management positions at the Department of Public Health as expeditiously as possible. These organizational efforts require these permanent positions in order to make these organizational changes successful. Denial will negatively impact both the long-term and day-to-day operations of the Department and the quality of care it is capable of providing.

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 45316 - 21/22

D. Will the contract(s) be renewed?

If there is a continued need.

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

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

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

Explain the qualifying circumstances:

The positions must be filled as soon as possible in order to maintain continuity and avoid disruption in critical services. Services are as-needed and short-term, as they will be necessary only until an acceptable candidate is found. An executive search firm with particular experience in the healthcare field and public and/or governmental employers is needed to help Department Human Resources staff find the best candidate for these unique positions.

B. Reason for the request for modification:

This modification is needed in order to engage the services of a professional recruiting firm to assist in the recruitment of Medical Doctors and Psychiatrists for positions within the Department of Public Health. For the initial engagement the Department has identified approximately 10 positions that will need to be filled and can benefit from the expertise of a dedicated recruiting firm which specializes in physicians. The contractor will conduct nationwide searches for candidates that are interested in working for the Department. The initial group of positions are located in the Behavioral Health division and Primary Care division. When hired, the physicians will help the Department meet its obligations under Mental Health SF, new California Advancing and Innovating Medi-Cal (CalAIM) initiatives, other emerging public health needs, and to fill vacated positions.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: The ability to perform the needed services at the highest professional level within a very limited time frame; expertise in the placement of executive level and senior management positions in healthcare professions at major public and/or governmental and academic medical centers; access to quality resources/contact and related databases in the healthcare field.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1246, Principal Personnel Analyst; 1250, Recruiter; 1246, Principal Human Resources Analyst;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No

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

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 wide range of resources and access to qualified candidates that an executive search firm has are not readily available to Department Human Resource staff.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No, these services are used on an as-needed and intermittent basis and will augment current Civil Service efforts.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
The Contractor will augment the Department's search and recruitment of qualified candidates for executive level and senior management positions at the Department of Public Health, due to anticipated retirements, organizational changes, and vacancies.
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
No.

7. **Union Notification:** On 05/24/23, 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: Kelly Hiramoto Phone: 415-255-3492 Email: kelly.hiramoto@sfdph.org

Address: 1380 Howard Street, San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 45316 - 21/22

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 07/03/2023

Receipt of Union Notification(s)

Receipt of Modification Request to PSC # 45316 - 21/22 - MODIFICATIONS

dhr-psccordinator@sfgov.org

on behalf of

kelly.hiramoto@sfdph.org

Wed 5/24/2023 4:55 PM

To: Hiramoto, Kelly (DPH) <kelly.hiramoto@sfdph.org>; Laxamana, Junko (DBI) <Junko.Laxamana@sfgov.org>; ewallace@ifpte21.org <ewallace@ifpte21.org>; WendyWong26@yahoo.com <WendyWong26@yahoo.com>; WendyWong26@yahoo.com <WendyWong26@yahoo.com>; tmathews@ifpte21.org <tmathews@ifpte21.org>; kschumacher@ifpte21.org <kschumacher@ifpte21.org>; amakayan@ifpte21.org <amakayan@ifpte21.org>; l21pscreview@ifpte21.org <l21pscreview@ifpte21.org>; Longhitano, Robert (DPH) <robert.longhitano@sfdph.org>; DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>

PSC RECEIPT of Modification notification sent to Unions and DHR

The PUBLIC HEALTH -- DPH has submitted a modification request for a Personal Services Contract (PSC) for \$2,000,000 for services for the period October 1, 2023 – December 31, 2025. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

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

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/18408>

Email sent to the following addresses: L21PSCReview@ifpte21.org
amakayan@ifpte21.org kschumacher@ifpte21.org tmathews@ifpte21.org
wendywong26@yahoo.com WendyWong26@yahoo.com ewallace@ifpte21.org
junko.laxamana@sfgov.org

Additional Attachment(s)



CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

Sent Via Electronic Mail

May 26, 2022

NOTICE OF CIVIL SERVICE COMMISSION MEETING

SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACTS 42080-21/22; 47659-21/22; 47028-21/22; 44714-21/22; 46054-21/22; 49501-21/22; 48540-21/22; 44118-21/22; 48126-21/22; 40875-21/22; 42337-20/21; 42513-21/22; 46481-21/22; 46864-21/22; 45455-21/22; 30431-20/21; 3048-10/11; 46858-17/18; 30801-18/19; 36050-16/17; 34968-21/22; 48133-19/20; 4127-09/10; 40494-15/16; 45316-21/22; 44775-16/17; 36112-21/22; 49091-20/21; AND 32974-18/19.

The above matter will be considered by the Civil Service Commission at a hybrid meeting (in-person and virtual) in Room 400, City Hall, 1 Dr. Goodlett Place, San Francisco, California 94102 and through Cisco WebEx to be held on **June 6, 2022, at 2:00 p.m.**

This item will appear on the Ratification Agenda. Please refer to the attached Notice for procedural and other information about Commission hearings.

Attendance by you or an authorized representative is welcome. Should you or your representative not attend, the Commission will rule on the information previously submitted and testimony provided at its meeting. All calendared items will be heard and resolved at this time unless good reasons are presented for a continuance.

CIVIL SERVICE COMMISSION

/s/

SANDRA ENG
Executive Officer

Attachments

Cc: Cynthia Avakian, Airport
Elisa Baeza, Adult Probation
Marissa Bloom, Economic and Workforce Development
Alexander Burns, Department Public Works
Thomas Chen, Department of Emergency Management
Johanna Gendelman, Human Services Agency
Henry Gong, Sheriff Department
Shawndrea Hale, Public Utilities Commission
Ian Hart, Department of Human Resources
Karen Henderson, Office of the Mayor
Kelly Hiramoto, Department of Public Health
Iftikhar Hussain, Health Service System
Lynn Khaw, City Administrator
Daniel Kwon, Public Utilities Commission
Marcus Lange, SF Public Library
Vincent Lee, SF Police Department
William Lee, Department of Emergency Management
Joan Lubamersky, City Administrator
Amy Nuque, Municipal Transportation Agency
Elaine Walters, Fire Department
Esperanza Zapien, Human Services Agency
Commission File
Commissioners' Binder
Chron

POSTING FOR

June 06, 2022

PROPOSED PERSONAL SERVICES CONTRACTS – MODIFICATION

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
30431 - 20/21 - MODIFICATIONS	June 6, 2022	GENERAL SERVICES AGENCY - CITY ADMIN -- ADM	\$79,000	\$129,000	The Office of City Administrator is seeking professional services to assist the department head in developing an effective team and individual contributions. Services will include group and individual coaching sessions with the department head and executive leadership team, utilizing various assessments to create a sense of awareness of team and individual strengths, competencies, leadership, managerial, and communication skills. Particular emphasis will be placed on enhancing the skills and attributes needed to achieve organizational objectives, while fostering individual professional development.	10/01/2021	10/01/2023	REGULAR
3048-10/11 - MODIFICATIONS	June 6, 2022	ECONOMIC AND WORKFORCE DEVELOPMENT -- ECN	\$900,000	\$2,657,950	Purchase of subscription to database program with web interface to administer non-construction First Source (FS) Hiring program and facilitate hiring	07/01/2021	06/30/2026	REGULAR

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					<p>of candidates case managed by the City's network of One-Stop Career Centers. The program will allow case managers to efficiently screen, match, and refer appropriate candidates to job openings using a proprietary skill matching feature. It will facilitate the sharing of open positions to ensure workers are placed quickly, allow businesses to more effectively comply with the City's First Source Hiring requirements and allow tracking of compliance of non-construction contractors bound by First Source (Municipal Code Chapter 83).</p> <p>Scope Change: The only clarification to add is that this product is not solely utilized by "One Stop Career Centers". This product is now utilized by the entire network of workforce service providers, and this contract extension will allow OEWD to add functionality to track compliance for City Suppliers that are subject to Chapter 83.</p>			

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
46858 - 17/18 - MODIFICATIONS	June 6, 2022	FIRE DEPARTMENT -- FIR	\$500,000	\$1,250,000	Repair, maintenance, and specialized cleaning of the Personal Protection Equipment (PPE) worn by Fire Department personnel. Repairs and alterations must be done in conformance with National Fire Protection Agency (NFPA) standards to ensure Department compliance. This contract also contains provisions for limited training and repair of Fire Station Wash Extractors on an as-needed basis.	07/01/2022	06/30/2025	REGULAR
30801 - 18/19 - MODIFICATIONS	June 6, 2022	HUMAN RESOURCES -- HRD	\$100,001	\$199,001	The Department of Human Resources, Workers' Compensation Division, in partnership with the San Francisco Police Officers Association (SFPOA) and San Francisco Firefighters Association, Local 798 (Local 798), will implement an Alternative Dispute Resolution program (ADR) on 7/1/2019. The Agreement is intended to improve labor-management relations between the City and SFPOA/SFFA, and to provide an alternative dispute resolution process to the California state statutory system for claims by current and former (including retired) represented City employees in	07/01/2022	06/30/2025	REGULAR

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					<p>both bargaining units who have experienced or may experience an industrial illness or injury (Covered Employees). The Agreements were approved between the City, SFPOA, and Local 798, on December 17, 2018. The authorizing resolutions on files 190051 (Local 798) and 190052 (SFPOA) were approved by the Board of Supervisors on 2/26/2019, and the Mayor on 3/8/2019. The Agreements authorize the Joint Labor Management Committee, a body of SFPOA/Local 798 and Management representatives, to appoint an Ombudsperson to support employee interests in the ADR program. The Ombudsperson and his/her roles are defined in the resolutions as follows: There shall be an Ombudsperson who shall provide aid and counsel for all Applicants. The Ombudsperson shall be an individual with significant expertise and experience in the field of California workers' compensation. The City will notify the Ombudsperson of all claims subject to this Agreement and will</p>			

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					<p>provide all records to the Ombudsperson electronically via secure email. The City will continue to provide all records to the Ombudsperson via secure email through the resolution of the claim or the end of the ADR Program. Communications between the Ombudsperson and the Applicant, or the Ombudsperson and the City, are inadmissible in any proceeding. The duties of the Ombudsperson include: ♣ *Making a good faith effort to contact an Applicant in a timely manner, typically within one (1) business and in no event later than two (2) business days of notification; ♣ *Receiving all documents filed with the ADR Program and assigning case numbers to each claim filed, as well as keeping an electronic claims file containing all documents related to the claim. ♣ *Exercising independent discretion in fulfilling the responsibilities required under this Agreement on a case-by-case basis, and maintaining the confidentiality of communications from the Applicant or City; however, with</p>			

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					<p>approval from the Applicant or City, respectively, the Ombudsperson may disclose information or communications in order to further the Ombudsperson's duties and responsibilities under this Agreement; ♣ *Seeking to resolve workers' compensation disputes between the Applicant and the City; ♣ *Negotiating settlements between the Applicant and the City where appropriate, considering the interests of the City and the Applicant in doing so; ♣ *Providing information to the DHR Workers' Compensation Director in the Ombudsperson's judgement and discretion for the purposes of enhancing communication consistent with this Agreement and resolving individual claims; ♣ *Making recommendations to the Joint Committee to ensure that the ADR Program functions consistent with the terms of this Agreement; ♣ *Being proactive and seeking to identify potential disputes, where possible, to ensure that all Applicants receive the compensation to which they are legally entitled.</p>			

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
36050 - 16/17 - MODIFICATIONS	June 6, 2022	HUMAN RESOURCES -- HRD	\$100,001	\$200,000	The City & County of San Francisco ('the City') is interested in entering into a personal services contract for a person to serve as a Workers' Compensation 'Carve-Out' Alternative Dispute Resolution (ADR) Program Director/Mediator pursuant to Labor Code section 3201.7 for public safety employees.	07/01/2022	06/30/2025	REGULAR
34968 - 21/22 - MODIFICATIONS	June 6, 2022	HUMAN SERVICES -- DSS	\$21,000	\$120,000	The purpose of this contract is to provide 24-hour back up and some direct coverage for the following two (2) hotlines: • The Child Abuse Hotline, the phone number that the public uses to report suspected child maltreatment, and • The Adult Protective Services Hotline, the phone number that the public uses to report suspected elder or dependent adult abuse, neglect, and/or exploitation. Contractor will provide live weekday, weeknight, weekend, and holiday coverage for both the Adult Protective Services and FCS Hotlines, as needed. Contractor will ensure that information is accurately accepted from callers and subsequently transferred to designated APS/FCS staff. The	03/15/2022	06/30/2026	REGULAR

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					Contractor will provide as needed back-up coverage for both the APS and FCS reporting lines in the event of a local disaster, if HSA staff or functioning phone lines are not available to take reports. Contractor will provide regular and individualized reports to APS and FCS programs to facilitate the ability of the program to track call volume.			
48133 - 19/20 - MODIFICATIONS	June 6, 2022	POLICE -- POL	\$125,000	\$187,500	The contractor will provide background investigation services for civilian and command-level San Francisco Police Department (SFPD) employment applicant positions. The contractor's services will include, but not be limited to, interviewing applicants, investigating records from the criminal justice system, credit reporting agencies, and Department of Motor Vehicles, and contacting employers and references.	11/01/2022	10/31/2026	REGULAR
4127-09/10 - MODIFICATIONS	June 6, 2022	PUBLIC HEALTH -- DPH	\$500,000	\$1,115,000	Intermittent, as-needed podiatry services for residents of Laguna Honda Hospital, and for inmates of the City and County of San Francisco jail system. Contractor (s) will treat foot ailments associated with diabetes, calluses and	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>acute/chronic foot infections and injuries. Services will be performed at the various Jail facilities and at Laguna Honda Hospital.</p> <p>Scope Change: This modification will extend the PSC in order to cover the initial term of services that will be awarded as a result of the planned Requests for Proposals (RFPs). Approval is requested for five years, since the need for these as-needed, intermittent services is expected to continue and the Department expects funding to continue to be available. Contractors providing services under this PSC provide services to unique populations, including the many Tom Waddell Health Clinic patients who are often homeless, inmates of the County jail who may need services within the jails on-site, and residents of Laguna Honda Hospital requiring as-needed podiatry services who often are disabled and/or elderly.</p>			
40494 - 15/16 - MODIFICATIONS	June 6, 2022	PUBLIC HEALTH -- DPH	\$8,000,000	\$19,500,000	For the provision of as-needed consulting services in the subject areas	07/01/2022	12/31/2027	REGULAR

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					of the Federally Qualified Health Center (FQHC) program, the Health Resources and Services Administration (HRSA) grant program, managed care Knox-Keene licensing approval, the 1115 waiver process for alternative Medi-Cal billing and related processes, and other managed care/Affordable Care Act/financial topics, including bond and capital projects, consulting, maintenance, support, and customizations of financial systems currently in use by the Department.			
45316 - 21/22 - MODIFICATIONS	June 6, 2022	PUBLIC HEALTH -- DPH	\$99,000	\$198,000	The Contractor will augment the Department's search and recruitment of qualified candidates for executive level and senior management positions at the Department of Public Health, due to anticipated retirements, organizational changes, and vacancies.	05/16/2022	09/30/2023	REGULAR
44775 - 16/17 - MODIFICATIONS	June 6, 2022	PUBLIC LIBRARY -- LIB	\$400,000	\$900,000	Hire qualified and experienced consultant to provide one to four day general and advanced Standardized Test and College Admissions Workshops for high school students to be held in various library locations. Workshops	06/01/2022	05/31/2027	REGULAR

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					<p>may include individualized support for students. the workshops will provide equal access to educational opportunities for the diverse communities in the City at no charge, and aim to instruct students in effective approaches to exam and college admission process, plus boost their confidence as they approach exams or re-take exams. Consultant to provide healthy refreshments to keep students fueled and focused during the workshops. Providing access to nutritious food and drink during workshops is an important part of student learning.</p>			
36112 - 21/22 - MODIFICATIONS	June 6, 2022	GENERAL SERVICES AGENCY - PUBLIC WORKS - - DPW	\$50,000	\$146,000	<p>Consulting in the care and display of photographs, documents and artifact in possession of the San Francisco Police Department. The scope of work may include handling services, including transportation, packing, storing, framing, de-installation and installation of items of a historic significance to the Department, including design and fabrication of pedestals and display cases.</p>	09/02/2022	03/31/2023	REGULAR

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					Scope Change: Increasing quantities of existing scope – artifact preservation, preparations, and installation.			
49091 - 20/21 - MODIFICATIONS	June 6, 2022	PUBLIC UTILITIES COMMISSION -- PUC	\$1,000,000	\$2,000,000	The proposed work includes providing goat grazing services for the San Francisco Public Utilities Commission (SFPUC). Large goat herds are required to graze brush, grass, forbs, saplings, branches, and weeds from a variety of locations throughout SFPUC lands including San Francisco locations, Right of Way lands, various watershed locations, and regional dams. The project requirements include a need for trained goat herders, goats, dogs, animal treatment experience, transportation of goats, portable trailer for herder to live in while on site, and method to supply water for goats. The grazing operations require supervision by a goat herder (Shepherd) and trained herding dog, both of whom must remain on site 24/7 for duration of the project(s).	12/31/2024	12/31/2027	REGULAR

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
32974 - 18/19 - MODIFICATIONS	June 6, 2022	SHERIFF -- SHF	\$0	\$500,000	The San Francisco Sheriff's Department (SFSD) seeks proposals to provide janitorial services for the Woman's Resource Center, located at 930 Bryant St., and the San Bruno Training Center, located at 1 Moreland Dr. The janitorial services will be required 2 days per week during normal business hours.	02/01/2024	01/31/2027	REGULAR

TOTAL AMOUNT \$11,874,002

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH

Dept. Code: DPH

Type of Request: Initial Modification of an existing PSC (PSC # 49607 - 15/16)

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

Type of Service: Consulting for Assessment, Evaluation, Planning, Training, Grants, Media, and Tech. Assistance

Funding Source: Genl Fund;Federal & State Grants

PSC Original Approved Amount: \$2,000,000 PSC Original Approved Duration: 07/01/15 - 06/30/20 (5 years 1 day)

PSC Mod#1 Amount: \$5,000,000 PSC Mod#1 Duration: no duration added

PSC Mod#2 Amount: \$10,000,000 PSC Mod#2 Duration: 07/01/20-06/30/25 (5 years 1 day)

PSC Mod#3 Amount: no amount added PSC Mod#3 Duration: 07/01/25-06/30/26 (1 year)

PSC Mod#4 Amount: \$8,000,000 PSC Mod#4 Duration: no duration added

PSC Mod#5 Amount: no amount added PSC Mod#5 Duration: 03/01/23-07/31/28 (2 years 4 weeks)

PSC Mod#6 Amount: \$50,000,000 PSC Mod#6 Duration: no duration added

PSC Cumulative Amount Proposed: \$75,000,000 PSC Cumulative Duration Proposed: 13 years 4 weeks

1. Description of Work

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

Contractor(s) will be professional consultants who may provide services requiring broad and deep expertise in specialized areas, providing assistance to the Department as needed in areas such as assessment, evaluation, planning, grant writing, media development, and/or technical assistance services to support the planning, evaluation, promotion, and grant development needs of Department Primary Care and Prevention programs, including assistance in compliance with federal, State and local requirements. Contractor(s) will evaluate findings, assess and evaluate findings, provide technical reports, develop media promotion projects, develop grants, and provide expert technical assistance as required. Training services may include providing specialized courses or modules related to racial and cultural humility.

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

When the Department is audited by local, State and federal agencies, the use of an independent contractor and/or professional consultation firm to provide program development and evaluation services are beneficial and in some cases may be a requirement. Denial may result in failure to provide optimum patient care and failure to meet funding and regulatory requires.

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 49607 - 15/16

D. Will the contract(s) be renewed?

If there is a need and funding is available.

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 request is to support the continuation of services. The services are as needed and dependent on the availability of funds and special State and Federal Grant initiatives.

2. Reason(s) for the Request

A. Display all that apply

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

- Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).
- Regulatory or legal requirements, or requirements or mandates of funding source(s) which limit or preclude the use of Civil Service Employees. Include a copy of the applicable requirement or mandate.
- Circumstances where there is a demonstrable potential conflict of interest (e.g., independent appraisals, audits, inspections, third party reviews and evaluations).

Explain the qualifying circumstances:

Projects utilizing consultants or consulting firms under this PSC will be short-term and as-needed. Some consultants may be hired to help the Department meet regulatory requirements, such as independent review of records. Some services may require independence in order to support Department compliance with audit or funding requirements, or when there is a potential conflict of interest, for example, review of financial or medical records.

- B. Reason for the request for modification:
To increase the amount to align with the contracts

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Contractor(s) must be independent, professional consultants or consulting firms with appropriate level and type of experience and expertise needed to provide specialized services in one or more areas such as public health planning, operational and programmatic assessment and evaluation related implementation of and compliance with the Affordable Care Act, (please see attachment)
- B. Which, if any, civil service class(es) normally perform(s) this work? 0955, Dep Dir V;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

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

Not Applicable

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

- A. Explain why civil service classes are not applicable.
Existing civil service classes provide ongoing services with high levels of responsibility and authority. The services of consultants contracted under this PSC will assist civil service staff in executing their duties and help the Department to ensure maximum levels of service delivery and accountability.
- 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: Consultants retained under this PSC will work closely with executive and mid-level managers to assist them in executing their duties and functions in assigned areas. As the services augment existing staff and are as-needed and generally project-based, the Department is seeking to complement rather than replace existing staff.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
Please see attachment.
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.

No.

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

No.

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

No.

7. **Union Notification:** On 05/24/23, the Department notified the following employee organizations of this PSC/RFP request:

Municipal Executive Association;

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

Name: Kelly Hiramoto Phone: 415-255-3492 Email: kelly.hiramoto@sfdph.org

Address: 101 Grove Street, Room 307, San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 49607 - 15/16

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 07/03/2023

Receipt of Union Notification(s)

Receipt of Modification Request to PSC # 49607 - 15/16 - MODIFICATIONS

dhr-psccordinator@sfgov.org

on behalf of

kelly.hiramoto@sfdph.org

Wed 5/24/2023 1:50 PM

To: Hiramoto, Kelly (DPH) <kelly.hiramoto@sfdph.org>; andrea@sfmea.com <andrea@sfmea.com>; Laxamana, Junko (DBI) <Junko.Laxamana@sfgov.org>; Criss@sfmea.com <Criss@sfmea.com>; christina@sfmea.com <christina@sfmea.com>; staff@sfmea.com <staff@sfmea.com>; Carmona, Irene (DPH) <Irene.Carmona@sfdph.org>; DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>

PSC RECEIPT of Modification notification sent to Unions and DHR

The PUBLIC HEALTH -- DPH has submitted a modification request for a Personal Services Contract (PSC) for \$50,000,000 for services for the period August 8, 2023 – July 31, 2028. 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/5917>

Email sent to the following addresses: staff@sfmea.com Christina@sfmea.com Criss@SFMEA.com junko.laxamana@sfgov.org andrea@sfmea.com

Additional Attachment(s)

Attachment to:

PSC 49607-14/15

Consulting for Assessment, Evaluation, Planning, Training, Grants, Media, and Tech. Assistance

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

(cont.)

development of specific public health media efforts and materials; planning expertise must be related to behavioral health, substance abuse, HIV, primary care, MediCal, and/or other major, critical public health programs, including experience in diversity related organizational consultation.

5. Additional Information (if “yes”, attach explanation)

B. Will the contractor train City and County employees?

Describe Training including number of hours. Indicate occupational type of employees. If no training, please explain:

(cont.)

Training under this PSC will be provided in two areas:

- (1) Consultants retained under this PSC will work closely with executive and mid-level managers to assist them in executing their duties and functions in assigned areas. As the services augment existing staff and are as-needed and generally project-based, the Department is seeking to complement rather than replace existing staff.
- (2) Consultants will train approximately 7,000 Department of Public Health employees on racial and cultural humility through small and large group discussions over 4 days. Trainings will be given to physicians, nurses, social workers, marriage family and child therapists and licensed psychologists and to all staff within San Francisco General Hospital Inpatient Units, Laguna Honda Hospital Inpatient Units, and the Department of Public Health’s affiliated Outpatient Programs and Medical Clinics.

Attachment to:

PSC 49607-14/15

Consulting for Assessment, Evaluation, Planning, Training, Grants, Media, and Tech. Assistance

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH

Dept. Code: DPH

Type of Request: Initial Modification of an existing PSC (PSC # 49607 - 15/16)

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

Type of Service: Consulting for Assessment, Evaluation, Planning, Training, Grants, Media, and Tech. Assistance

Funding Source: Genl Fund;Federal & State Grants

PSC Original Approved Amount: \$2,000,000 PSC Original Approved Duration: 07/01/15 - 06/30/20 (5 years 1 day).

PSC Mod#1 Amount: \$5,000,000 PSC Mod#1 Duration: no duration added

PSC Mod#2 Amount: \$10,000,000 PSC Mod#2 Duration: 07/01/20-06/30/25 (5 years 1 day).

PSC Mod#3 Amount: no amount added PSC Mod#3 Duration: 07/01/25-06/30/26 (1 year).

PSC Mod#4 Amount: \$8,000,000 PSC Mod#4 Duration: no duration added

PSC Mod#5 Amount: no amount added PSC Mod#5 Duration: 03/01/23-07/31/28 (2 years 4 weeks).

PSC Cumulative Amount Proposed: \$25,000,000 PSC Cumulative Duration Proposed: 13 years 4 weeks

1. Description of Work

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

Contractor(s) will be professional consultants who may provide services requiring broad and deep expertise in specialized areas, providing assistance to the Department as needed in areas such as assessment, evaluation, planning, grant writing, media development, and/or technical assistance services to support the planning, evaluation, promotion, and grant development needs of Department Primary Care and Prevention programs, including assistance in compliance with federal, State and local requirements. Contractor(s) will evaluate findings, assess and evaluate findings, provide technical reports, develop media promotion projects, develop grants, and provide expert technical assistance as required. Training services may include providing specialized courses or modules related to racial and cultural humility.

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

When the Department is audited by local, State and federal agencies, the use of an independent contractor and/or professional consultation firm to provide program development and evaluation services are beneficial and in some cases may be a requirement. Denial may result in failure to provide optimum patient care and failure to meet funding and regulatory requires.

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 49607 - 15/16

D. Will the contract(s) be renewed?

If there is a need and funding is available.

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 request is to support the continuation of services. The services are as needed and dependent on the availability of funds and special State and Federal Grant initiatives.

2. Reason(s) for the Request

A. Display all that apply

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

- Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).
- Regulatory or legal requirements, or requirements or mandates of funding source(s) which limit or preclude the use of Civil Service Employees. Include a copy of the applicable requirement or mandate.
- Circumstances where there is a demonstrable potential conflict of interest (e.g., independent appraisals, audits, inspections, third party reviews and evaluations).

Explain the qualifying circumstances:

Projects utilizing consultants or consulting firms under this PSC will be short-term and as-needed. Some consultants may be hired to help the Department meet regulatory requirements, such as independent review of records. Some services may require independence in order to support Department compliance with audit or funding requirements, or when there is a potential conflict of interest, for example, review of financial or medical records.

B. Reason for the request for modification:

This modification will extend the duration to support the Brief Longitudinal Incident Surveillance Study (BLISS) to assess a novel approach to identify events that may signal outbreaks of infectious diseases and changes in substance use among people who inject drugs in San Francisco and Alameda counties. Contractor services will be in the area of assessment, evaluation, planning, media development, and/or technical assistance services to support the planning and evaluation services required for the survey and study.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Contractor(s) must be independent, professional consultants or consulting firms with appropriate level and type of experience and expertise needed to provide specialized services in one or more areas such as public health planning, operational and programmatic assessment and evaluation related implementation of and compliance with the Affordable Care Act, (please see attachment)
- B. Which, if any, civil service class(es) normally perform(s) this work? 0955, Dep Dir V;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

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

Not Applicable

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

- A. Explain why civil service classes are not applicable.
Existing civil service classes provide ongoing services with high levels of responsibility and authority. The services of consultants contracted under this PSC will assist civil service staff in executing their duties and help the Department to ensure maximum levels of service delivery and accountability.
- 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: Consultants retained under this PSC will work closely with executive and mid-level managers to assist them in executing their duties and functions in assigned areas. As the services augment existing staff and are as-needed and generally project-based, the Department is seeking to complement rather than replace existing staff.

6. Additional Information

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

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

7. **Union Notification:** On 02/21/23, the Department notified the following employee organizations of this PSC/RFP request:
Municipal Executive Association;

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

Name: Kelly Hiramoto Phone: 415-255-3492 Email: kelly.hiramoto@sfdph.org

Address: 101 Grove Street, Room 307, San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 49607 - 15/16

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 03/07/2023

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH

Dept. Code: DPH

Type of Request: Initial Modification of an existing PSC (PSC # 49607 - 15/16)

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

Type of Service: Consulting for Assessment, Evaluation, Planning, Training, Grants, Media, and Tech. Assistance

Funding Source: Genl Fund;Federal & State Grants

PSC Original Approved Amount: \$2,000,000 PSC Original Approved Duration: 07/01/15 - 06/30/20 (5 years 1 day)

PSC Mod#1 Amount: \$5,000,000 PSC Mod#1 Duration: no duration added

PSC Mod#2 Amount: \$10,000,000 PSC Mod#2 Duration: 07/01/20-06/30/25 (5 years 1 day)

PSC Mod#3 Amount: no amount added PSC Mod#3 Duration: 07/01/25-06/30/26 (1 year)

PSC Mod#4 Amount: \$8,000,000 PSC Mod#4 Duration: no duration added

PSC Cumulative Amount Proposed: \$25,000,000 PSC Cumulative Duration Proposed: 11 years 2 days

1. Description of Work

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

Contractor(s) will be professional consultants who may provide services requiring broad and deep expertise in specialized areas, providing assistance to the Department as needed in areas such as assessment, evaluation, planning, grant writing, media development, and/or technical assistance services to support the planning, evaluation, promotion, and grant development needs of Department Primary Care and Prevention programs, including assistance in compliance with federal, State and local requirements. Contractor(s) will evaluate findings, assess and evaluate findings, provide technical reports, develop media promotion projects, develop grants, and provide expert technical assistance as required. Training services may include providing specialized courses or modules related to racial and cultural humility.

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

When the Department is audited by local, State and federal agencies, the use of an independent contractor and/or professional consultation firm to provide program development and evaluation services are beneficial and in some cases may be a requirement. Denial may result in failure to provide optimum patient care and failure to meet funding and regulatory requires.

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 49607 - 15/16

D. Will the contract(s) be renewed?

If there is a need and funding is available.

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 request is to support the continuation of services. The services are as needed and dependent on the availability of funds and special State and Federal Grant initiatives.

2. Reason(s) for the Request

A. Display all that apply

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

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

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

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

Explain the qualifying circumstances:

Projects utilizing consultants or consulting firms under this PSC will be short-term and as-needed. Some consultants may be hired to help the Department meet regulatory requirements, such as independent review of records. Some services may require independence in order to support Department compliance with audit or funding requirements, or when there is a potential conflict of interest, for example, review of financial or medical records.

B. Reason for the request for modification:

This modification will add additional funds to cover additional work in support of the Laguna Honda Hospital recertification project. Additional work shall be in the area of assessment, evaluation, planning, media development, and/or technical assistance services to support the planning, and evaluation services required for the recertification effort. Finally, the Contractors will also assist the department including assistance in compliance with federal, State requirements for the recertification effort.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Contractor(s) must be independent, professional consultants or consulting firms with appropriate level and type of experience and expertise needed to provide specialized services in one or more areas such as public health planning, operational and programmatic assessment and evaluation related implementation of and compliance with the Affordable Care Act, (please see attachment)

B. Which, if any, civil service class(es) normally perform(s) this work? 0955, Dep Dir V;

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

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

Existing civil service classes provide ongoing services with high levels of responsibility and authority. The services of consultants contracted under this PSC will assist civil service staff in executing their duties and help the Department to ensure maximum levels of service delivery and accountability.

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: Consultants retained under this PSC will work closely with executive and mid-level managers to assist them in executing their duties and functions in assigned areas. As the services augment existing staff and are as-needed and generally project-based, the Department is seeking to complement rather than replace existing staff.

6. Additional Information

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

No.

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

Please see attachment.

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

No.

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

7. Union Notification: On 10/17/22, the Department notified the following employee organizations of this PSC/RFP request:
Municipal Executive Association;

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

Name: Kelly Hiramoto Phone: 415-255-3492 Email: kelly.hiramoto@sfdph.org

Address: 101 Grove Street, Room 307, San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 49607 - 15/16

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Not Required

Approved by DHR on 10/25/2022

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH

Dept. Code: DPH

Type of Request: Initial Modification of an existing PSC (PSC # 49607 - 15/16)

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

Type of Service: Consulting for Assessment, Evaluation, Planning, Training, Grants, Media, and Tech. Assistance

Funding Source: Genl Fund;Federal & State Grants

PSC Original Approved Amount: \$2,000,000 PSC Original Approved Duration: 07/01/15 - 06/30/20 (5 years 1 day).

PSC Mod#1 Amount: \$5,000,000 PSC Mod#1 Duration: no duration added

PSC Mod#2 Amount: \$10,000,000 PSC Mod#2 Duration: 07/01/20-06/30/25 (5 years 1 day).

PSC Mod#3 Amount: no amount added PSC Mod#3 Duration: 07/01/25-06/30/26 (1 year).

PSC Mod#4 Amount: \$8,000,000 PSC Mod#4 Duration: no duration added

PSC Mod#5 Amount: no amount added PSC Mod#5 Duration: 03/01/23-07/31/28 (2 years 4 weeks).

PSC Cumulative Amount Proposed: \$25,000,000 PSC Cumulative Duration Proposed: 13 years 4 weeks

1. Description of Work

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

Contractor(s) will be professional consultants who may provide services requiring broad and deep expertise in specialized areas, providing assistance to the Department as needed in areas such as assessment, evaluation, planning, grant writing, media development, and/or technical assistance services to support the planning, evaluation, promotion, and grant development needs of Department Primary Care and Prevention programs, including assistance in compliance with federal, State and local requirements. Contractor(s) will evaluate findings, assess and evaluate findings, provide technical reports, develop media promotion projects, develop grants, and provide expert technical assistance as required. Training services may include providing specialized courses or modules related to racial and cultural humility.

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

When the Department is audited by local, State and federal agencies, the use of an independent contractor and/or professional consultation firm to provide program development and evaluation services are beneficial and in some cases may be a requirement. Denial may result in failure to provide optimum patient care and failure to meet funding and regulatory requires.

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 49607 - 15/16

D. Will the contract(s) be renewed?

If there is a need and funding is available.

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 request is to support the continuation of services. The services are as needed and dependent on the availability of funds and special State and Federal Grant initiatives.

2. Reason(s) for the Request

A. Display all that apply

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

- Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).
- Regulatory or legal requirements, or requirements or mandates of funding source(s) which limit or preclude the use of Civil Service Employees. Include a copy of the applicable requirement or mandate.
- Circumstances where there is a demonstrable potential conflict of interest (e.g., independent appraisals, audits, inspections, third party reviews and evaluations).

Explain the qualifying circumstances:

Projects utilizing consultants or consulting firms under this PSC will be short-term and as-needed. Some consultants may be hired to help the Department meet regulatory requirements, such as independent review of records. Some services may require independence in order to support Department compliance with audit or funding requirements, or when there is a potential conflict of interest, for example, review of financial or medical records.

B. Reason for the request for modification:

This modification will extend the duration to support the Brief Longitudinal Incident Surveillance Study (BLISS) to assess a novel approach to identify events that may signal outbreaks of infectious diseases and changes in substance use among people who inject drugs in San Francisco and Alameda counties. Contractor services will be in the area of assessment, evaluation, planning, media development, and/or technical assistance services to support the planning and evaluation services required for the survey and study.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Contractor(s) must be independent, professional consultants or consulting firms with appropriate level and type of experience and expertise needed to provide specialized services in one or more areas such as public health planning, operational and programmatic assessment and evaluation related implementation of and compliance with the Affordable Care Act, (please see attachment)
- B. Which, if any, civil service class(es) normally perform(s) this work? 0955, Dep Dir V;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

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

Not Applicable

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

- A. Explain why civil service classes are not applicable.
Existing civil service classes provide ongoing services with high levels of responsibility and authority. The services of consultants contracted under this PSC will assist civil service staff in executing their duties and help the Department to ensure maximum levels of service delivery and accountability.
- 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: Consultants retained under this PSC will work closely with executive and mid-level managers to assist them in executing their duties and functions in assigned areas. As the services augment existing staff and are as-needed and generally project-based, the Department is seeking to complement rather than replace existing staff.

6. Additional Information

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

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

7. **Union Notification:** On 02/21/23, the Department notified the following employee organizations of this PSC/RFP request:
Municipal Executive Association;

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

Name: Kelly Hiramoto Phone: 415-255-3492 Email: kelly.hiramoto@sfdph.org

Address: 101 Grove Street, Room 307, San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 49607 - 15/16

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 03/07/2023

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH Dept. Code: DPH

Type of Request: [] Initial [x] Modification of an existing PSC (PSC # 49607 - 15/16)

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

Type of Service: Consulting for Assessment, Evaluation, Planning, Training, Grants, Media, and Tech. Assistance

Funding Source: Genl Fund;Federal & State Grants

PSC Original Approved Amount: \$2,000,000 PSC Original Approved Duration: 07/01/15 - 06/30/20 (5 years 1 day)

PSC Mod#1 Amount: \$5,000,000 PSC Mod#1 Duration: no duration added

PSC Mod#2 Amount: \$10,000,000 PSC Mod#2 Duration: 07/01/20-06/30/25 (5 years 1 day)

PSC Cumulative Amount Proposed: \$17,000,000 PSC Cumulative Duration Proposed: 10 years 2 days

1. Description of Work

A. Scope of Work:

Contractor(s) will be professional consultants who may provide services requiring broad and deep expertise in specialized areas, providing assistance to the Department as needed in areas such as assessment, evaluation, planning, grant writing, media development, and/or technical assistance services to support the planning, evaluation, promotion, and grant development needs of Department Primary Care and Prevention programs, including assistance in compliance with federal, State and local requirements. Contractor(s) will evaluate findings, assess and evaluate findings, provide technical reports, develop media promotion projects, develop grants, and provide expert technical assistance as required. Training services may include providing specialized courses or modules related to racial and cultural humility.

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

When the Department is audited by local, State and federal agencies, the use of an independent contractor and/or professional consultation firm to provide program development and evaluation services are beneficial and in some cases may be a requirement. Denial may result in failure to provide optimum patient care and failure to meet funding and regulatory requires.

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

This is to continue this PSC.

D. Will the contract(s) be renewed? If there is a need and funding is available.

2. Union Notification: On 01/17/18, the Department notified the following employee organizations of this PSC/RFP request: Municipal Executive Association;

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 49607 - 15/16

DHR Analysis/Recommendation: 03/05/2018

Commission Approval Required Approved by Civil Service Commission

DHR Approved for 03/05/2018 03/05/2018

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

Contractor(s) must be independent, professional consultants or consulting firms with appropriate level and type of experience and expertise needed to provide specialized services in one or more areas such as public health planning, operational and programmatic assessment and evaluation related implementation of and compliance with the Affordable Care Act, (please see attachment)

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

0955,

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

No.

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

Existing civil service classes provide ongoing services with high levels of responsibility and authority. The services of consultants contracted under this PSC will assist civil service staff in executing their duties and help the Department to ensure maximum levels of service delivery and accountability.

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

Consultants retained under this PSC will work closely with executive and mid-level managers to assist them in executing their duties and functions in assigned areas. As the services augment existing staff and are as-needed and generally project-based, the Department is seeking to complement rather than replace existing staff.

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

YES NO

- | | | |
|--|-------------------------------------|-------------------------------------|
| A. Will the contractor directly supervise City and County employee? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| B. Will the contractor train City and County employee?
Specialized courses related to racial and cultural humility. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C. Are there legal mandates requiring the use of contractual services? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| D. Are there federal or state grant requirements regarding the use of contractual services? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| E. Has a board or commission determined that contracting is the most effective way to provide this service? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD ON 01/17/18 BY:

Name: Jacquie Hale Phone: (415) 554-2609 Email: jacquie.hale@sfdph.org

Address: 101 Grove Street, Room 307 San Francisco, CA 94102

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH

Dept. Code: DPH

Type of Request: Initial Modification of an existing PSC (PSC # 49932 - 21/22)

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

Type of Service: Kitchen Equipment Repair and Preventative Maintenance

Funding Source: General Fund

PSC Original Approved Amount: \$350,000 PSC Original Approved Duration: 07/01/22 - 06/30/25 (3 years)

PSC Mod#1 Amount: \$650,000 PSC Mod#1 Duration: 08/08/23-08/31/28 (3 years 9 weeks)

PSC Cumulative Amount Proposed: \$1,000,000 PSC Cumulative Duration Proposed: 6 years 9 weeks

1. Description of Work

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

The contractor will provide urgent kitchen equipment repair services within a 4-hour window 24/7/365 for the food production kitchen, 13 satellite kitchens at Laguna Honda Hospital (LHH), and Production Kitchen at Zuckerberg San Francisco General Hospital (ZSFGH). Examples of kitchen equipment that may need repair services are not limited but include some of the following equipment: blast chiller, walk-in coolers, walk-in freezers, ice machine, warmers, air-curtain refrigerators, tray-line/service line, ovens, convection ovens, toasters, plate warmers, braziers, vertical choppers, mixers, stoves, griddles, grills, steamers, kettles, slicers, dishwashers, and steamtables. Appendix A and B lists the equipment for which the City and County of San Francisco wishes to purchase a urgent repair services contract. The contractor will be responsible for as-needed urgent repairs, per manufacturer recommendations, by performing necessary assessments, tests, and maintenance work that is typically not required of City employees, with appropriately certified staff. This includes responsibility for conducting an inspection of failed kitchen equipment; recording all findings in accordance with the format specified by the Department; and ordering any required replacement parts. The contractor shall provide all necessary labor, material, supplies, supervision that will maintain all covered equipment in prime operating condition, consistent with manufacturer’s recommendations. This includes repairing any failure of magnitude, using original equipment manufacturer (OEM) procedures and guidelines. OEM parts and OEM recommended oils, seal, gaskets, supplies, etc. Food and Nutrition Services and the ZSFGH and/or LHH Facilities staff will determine when urgent repairs are scheduled. Major repairs discovered during urgent repair services must be noted and relayed to the Food and Nutrition Services and Facilities to determine if repair or replacement is most appropriate. The Food and Nutrition Services and Facilities reserved the right to call meetings with contractor to discuss concerns regarding equipment repairs, reporting, and updates. Monthly written summary reports of all work must include equipment worked on, job preformed, completion dates, and anticipation dates of work in progress.

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

These services are necessary to ensure ZSFGH and LHH kitchen equipment is repaired without delay, per manufacturer recommendation, when Facilities does not have Stationary Engineers available to respond. The kitchen is essential to providing nutritious meals, quality patient care, meeting regulatory standards by Centers for Medicare & Medicare Services (CMS) and California Department of Public Health (CDPH), and the comfort of staff. Without these services, it is likely that ZSFGH and LHH would fall out of compliance with federal, State and the Joint Commission on Accreditation of Healthcare Organization (JCAHO) standards for hospital operations and State and local workplace requirements.

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 49932 - 21/22

D. Will the contract(s) be renewed?
Yes, if the services continue to be needed and funding is available.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:
These maintenance services are required on a periodic, as-needed basis. Without regular maintenance and repair services, any kitchen equipment malfunction or breakdown is likely to cause ZSFGH or Laguna Honda Hospital to become out of compliance with federal, State and Joint Commission requirements, State and local workplace requirements, and adversely affect quality patient care. Poor patient care and compliance failures may result in lawsuits or revenue losses.

2. Reason(s) for the Request

A. Display all that apply

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

Explain the qualifying circumstances:

These maintenance services are required on a periodic, as-needed basis. Without regular maintenance and repair services, any kitchen equipment malfunction or breakdown is likely to cause ZSFGH or Laguna Honda Hospital to become out of compliance with federal, State and Joint Commission requirements, State and local workplace requirements, and adversely affect quality patient care. Poor patient care and compliance failures may result in lawsuits or revenue losses.

B. Reason for the request for modification:

Extend the duration and increase the amount to align with the anticipated contract term.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Contractor must provide sufficient and appropriately trained, certified, experienced personnel to work on kitchen equipment, and provide the required work in a timely and responsive manner.

B. Which, if any, civil service class(es) normally perform(s) this work? 7205, Chief Stationary Engineer; 7334, Stationary Engineer; 7335, Senior Stationary Engineer;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, contractor is expected to provide whatever tools and/or equipment is needed to perform the services.

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

City employees employed in the Stationary Engineers classification series may not be available to handle all issues which might arise 24/7/365. The intent with outsourcing such urgent services is to ensure that failed equipment is repaired without delay when Facility Stationary Engineers are not available.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: Not at this time. If these services were to be brought in-house, these duties would fall within the scope of Stationary Engineers classifications series.

6. Additional Information

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

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

7. **Union Notification:** On 05/24/23, the Department notified the following employee organizations of this PSC/RFP request:
Stationary Engineers, Local 39;

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

Name: Kelly Hiramoto Phone: 415-255-3492 Email: kelly.hiramoto@sfdph.org

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 49932 - 21/22

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 07/03/2023

Receipt of Union Notification(s)

Receipt of Modification Request to PSC # 49932 - 21/22 - MODIFICATIONS

dhr-psccordinator@sfgov.org

on behalf of

kelly.hiramoto@sfdph.org

Wed 5/24/2023 3:01 PM

To: Hiramoto, Kelly (DPH) <kelly.hiramoto@sfdph.org>;cpark@local39.org <cpark@local39.org>;Stan Eichenberger <seichenberger@local39.org>;MRainsford@local39.org <MRainsford@local39.org>;grojo@local39.org <grojo@local39.org>;DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>

PSC RECEIPT of Modification notification sent to Unions and DHR

The PUBLIC HEALTH -- DPH has submitted a modification request for a Personal Services Contract (PSC) for \$650,000 for services for the period August 8, 2023

– August 31, 2028. 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/20425>

Email sent to the following addresses: grojo@local39.org

MRainsford@Local39.org

seichenberger@local39.org cpark@local39.org

Additional Attachment(s)

Appendix A

Equipment List Laguna Honda Hospital (LHH)

Initial list of equipment is attached for reference purpose only. The list of equipment will change during the duration of the PSC as the Department acquires new equipment for use in the kitchens.

Item	Year Installed	Quantity	Model #	Manufacturer
Production Kitchen				
Steamer (High Pressure)	2021	5	PEM243	Cleveland Range LLC
Flat Top Griddle	2010	2	FV361	Vulcan & Wolf
Wolf Range (6 Burner)	2010	1	FV362	Vulcan & Wolf
Varimixer	2010	1	W150	Enodis
Hobart Vertical Chopper	2021	2	HCM 450	Hobart
Steam Kettle (Tilting, Safety Arms, Stirrers)	2010	4	TMKDL – 80-T	Cleveland Range
Steam Kettle (Tilting, Safety Arms, Stirrers)	2010	2	TMKDL -40-T	Cleveland Range
Rotating Oven	2010	2	BXA2G	Baxter, Hobart
Deep Fryer	2010	1	FPPH455SC	Frymaster
Steam Tables (4 Well) Left Serve 10” Stainless work shelf on operator side	2010	2	TF-614-L	Caddy Corp.
Steam Table (4 Well) Right Serve 10” Stainless work shelf on operator side	2010	2	TF-614-R	Caddy Corp.
Traulsen (Warming Cabinets)	2010	2	AIH-232L-FHS	Hobart
Traulsen (Refrigerator)	2010	1	AR1232HUT-FHS	Hobart
Traulsen (Blast Chiller)	2010	1	T 13696C09	Hobart
Alto Sham (Warming Units)	2010	13	1200 UP	Alto Sham
Toaster (Vertical)	2010	2	Hatco TK-100	Hatco
Caddy (Conveyor Tray-line)	2010	1	XL-1-030-0Q	Caddy Corp.
Turbo Wash (3-Compartment Sink)	2010	1	TWIL	Hobart
Stero Flight Dish Machine (High Temp.)	2010	1	STPCW - 24	The Stero Co.
Stero Pot Wash Machine	2000	1	SPEUM-16	The Stero Co
Air Screen Refrigerator	2020	5	PHB495	Piper
Water Heater (10 Gallon)	2019	1	RE11OU6-1NAL	Bradford White
Ice Cream Freezer (Bunker)	2010	1	505	Servolift
Milk Refrigerator (Bunker)	2010	1	N14-1313-34	Delfield
Meat Slicer (Automatic)	2018	2	2012	Hobart

Appendix A

Equipment List Laguna Honda Hospital (LHH)

Initial list of equipment for reference purpose only. The list of equipment will change during the duration of the PSC as the Department acquires new equipment for use in the kitchens.

Item	Year Installed	Quantity	Model #	Manufacturer
Meat Grinder	2021	1	4812	Hobart
Buffalo Chopper	2010	1	84186	Hobart
Ice Machine	2010	1	MCD400A	Follett
Ice Machine	2010	1	MD400A	Follett
Walk-in Refrigerator	2010	5	N/A	N/A
Walk-in Freezer	2010	2	N/A	N/A
Galleys				
Holman Conveyor Toaster	2010	13	QCS2-800 A 208V	Holman
Champion Dish Machine	2010	13	DH1	Champion
Salvajor Food Waste System	2010	13	S914	Salvajor
True Freezer	2010	13	TUC-27F-LP	True Food Service Equipment
Piper Hot Plate Warmer	2010	13	JATGH6-44	Piper Product Equipment
Pipermatic Hot Food Table	2010	13	JATGH6-44 DOM-4	Piper Product Equipment
Traulsen Refrigerator	2010	13	AR1232HUT-FHS	Traulsen
Café				
True Refrigerator	2010	1	GSM-72	True Food Service Equipment
True Refrigerator	2010	1	TSSU-60-16	True Food Service Equipment
True Refrigerator	2010	1	GDM-26F	True Food Service Equipment
True Freezer	2010	1	TWT27FD2	True Food Service Equipment
Traulsen Freezer	2010	1	T13841C09	Traulsen / Hobart
Traulsen Refrigerator	2010	1	AR1232HUT-FHS	Traulsen / Hobart
Traulsen Warmer	2010	1	AIH-232L-FHS	Traulsen / Hobart
Overhead Food Warmer	2010	5	050584	Merco
Wells Steam Table	2010	2	MOD500TDM	Wells
Wolf Range 24"	2010	1	FB24	Vulcan & Wolf
Wolf Range 36"	2010	1	FCB36M	Vulcan & Wolf
Frymaster Fryer	2010	1	FPPH255SC	Frymaster
Jade Range (Wok)	2010	1		Jade
Follett Soda Dispenser	2010	1	VU300B10RL	Follett
Holman Conveyor Toaster	2020	1	QCS2-800 A 208V	Holman
Randell Drop-In Cold 56"	2010	1	9956SCN	Randell
Randell Drop-In Cold 28"	2010	1	9928SCA	Randell

Appendix B

Equipment List Zuckerberg San Francisco General Hospital (ZSFGH)

Initial list of equipment for reference purpose only. The list of equipment will change during the duration of the PSC as the Department acquires new equipment for use in the kitchens.

B25 Kitchen Equipment			
Asset #	Asset Description	Manufacturer Name	Model Number
11669	Reefer, HB990 Kitchen	Follett	REF25
11671	Reefer, HB990 kitchen	BEVARAGE-AIR	STF58Y-1-S
26550	Reefer, HB990 kitchen	Dinex/Carlisle	IRAC15-1
26551	Reefer, HB990 kitchen	Dinex/Carlisle	IRAC15-1
26552	Reefer, HB990 kitchen	Dinex/Carlisle	IRAC15-1
26553	Reefer, HB990 kitchen	Dinex/Carlisle	IRAC15-1
26557	Reefer, HB990 kitchen	Traulson, 2 door	RHT232WUT-HHS
26559	Reefer, HB990 kitchen	Dinex/Carlisle	IRAC15-1
26626	Reefer, HB990 kitchen	Dinexpress	DCF46
26627	Reefer, HB990 kitchen	Dinexpress	DCF46
26629	Reefer, HB990 walk-in	Walk-In	40-degree
26630	Reefer, HB990 walk-in	Walk-In	40-degree
26632	Freezer, B25 HB990, walk-in	Walk-In	-degree
26841	Reefer, HB990 kitchen	Dinex/Carlisle	IRAC15-1
26849	Reefer, HB990 kitchen	Dinex/Carlisle	IRAC15EF N1
26850	Reefer, HB990 kitchen	Dinex/Carlisle	IRAC15EF N1
26870	Kettle Cooker	Cleveland	KET20-T
26875	Tray Conveyor, HB990	AVTEC	CCTW-custom
26876	Dishwasher, HB990	Stero	STPCW-18
26880	Exhaust Hood, HB990	Captiveaire	5430 ND-2
4766	Freezer, B25 HB990 Kitchen	Follett	FZR5P
4922	Reefer, HB990 kitchen	CADDY CORPORATION	RIF-604
4923	Reefer, HB990 kitchen	CADDY CORPORATION	RIF-604
4924	Freezer, B25 HB990, ice cream	Master-Bilt, Inc.	MSC-31A

Appendix B

Equipment List Zuckerberg San Francisco General Hospital (ZSFGH)

Initial list of equipment for reference purpose only. The list of equipment will change during the duration of the PSC as the Department acquires new equipment for use in the kitchens.

B5 Kitchen Equipment			
Asset #	Asset Description	Manufacturer Name	Model Number
11663	Reefer, 2D Kitchen	True	STR2R-2S
11686	Reefer B5 2D35	Follett	REF25
14791	Freezer, B5 2D, serving	True	TR1F-1S
14793	Reefer, 2D serving line	True	TR3R-3S
15148	Deep Fat Fryer, 2D29	WELLS	F886
21992	Reefer, B5 2D Kitchen, Staff Food	Follett	REF45-PH-0-00-00-G
26554	Reefer, 2D kitchen	Traulson, 6 door	RHT332WUT-HHS
3792	Reefer, B5 2D Kitchen, Staff Food	Follett	REF25
4610	Dishwasher, 2D12	Stero	STPCW-24
4891	gas convection Oven, 2D11	Vulcan	VC4GD-11D150K
4892	gas convection Oven, 2D11	Vulcan	VC4GD-11D150K
4893	gas convection Oven, 2D11	Vulcan	VC4GD-11D150K
4894	gas convection Oven, 2D11	Vulcan	VC4GD-11D150K
4895	gas convection Oven, 2D11	Vulcan	VC4GD-11D150K
4896	gas convection Oven, 2D11	Vulcan	VC4GD-11D150K
4931	Reefer, 2D Kitchen	TRUE	GDM-49-HC-TSL01
4932	Reefer, 2D Cafe, Cafeteria Sandwich Cooler	True	GDM-49-HC-TSL01
4960	Freezer, B5 2D Cafeteria, ice cream	AHT	RIO S100
4992	Reefer, 2D Kitchen	TRUE	T19G-HCFGD01
HKBLD1	FOOD BLENDER	HAMILTON BEACH	906
HKBLD2	COMMERCIAL BLENDER	WARING	34BL22
HKBRL1	BROILER	WELLS	B-406
HKCO01	ELECTRIC CAN OPENER	EDLUND	203
HKDF01	DEEP FAT FRYER	MONTAGUE	J2XLR-SSP
HKDF02	DEEP FAT FRYER	MONTAGUE	J2XLR-SSP
HKFC01	FOOD CUTTER	HOBART	G-115-1
HKFC02	FOOD SLICER	HOBART	1712
HKFP01	FOOD PROCESSOR	HOBART	84181D
HKFW01	ELECTRIC FOOD WARMER	ALADDIN	J614R
HKFW02	FOOD WARMER	CARTER-HOFFMAN	PH-1815U
HKFW03	FOOD WARMER	CARTER-HOFFMAN	PH-1815U
HKFW04	PORTABLE WARMER	WELLS	SMP
HKFW05	FOOD WARMER	VICTORY	WD-504
HKGD01	GARBAGE DISPOSAL	SALVAJOR	300
HKGD02	GARBAGE DISPOSAL	HAMMERILL	NA

Appendix B

Equipment List Zuckerberg San Francisco General Hospital (ZSFGH)

Initial list of equipment for reference purpose only. The list of equipment will change during the duration of the PSC as the Department acquires new equipment for use in the kitchens.

HKGDL1	GRIDDLE	WELLS	G196
HKGDL2	GRILL	MONTAGUE	NA
HKHL01	FOOD HEAT LAMP	MERCO	B-2
HKOVN7	rotating Oven, 2D11	N/A	3437
HKOVN8	Wells Griddle, 2D11	Wells	33C-2
HKSK01	STEAM KETTLE 1	GROEN	DT-40
HKSK02	STEAM KETTLE 2	GROEN	DT-40
HKSK03	STEAM KETTLE 3	GROEN	DT-40
HKSK04	STEAM KETTLE 4	GROEN	DT-80
HKSK06	STEAM KETTLE 6	GROEN	PT-80
HKSTM1	CONVECTION STEAMER	CLEVELAND	10-CKDM
HKSTM2	CONVECTION STEAMER	CLEVELAND	10-CKDM
HKTST1	TOASTER 1	SAVORY	597-C
HKTST2	TOASTER 2	SAVORY	597-C
HKTV01	TRAYVEYOR	CADDY CORP	NA
HKTV02	TRAYVEYOR	N/A	NA
Skillet 1	B5 Tilting Skillet 1	Market Forge	40P-STGL
Skillet 2	B5 Tilting Skillet 2	Market Forge	40P-STGL

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH -- DPH

Dept. Code: DPH

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

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

Type of Service: Kitchen Equipment Repair and Preventative Maintenance

Funding Source: General Fund

PSC Amount: \$350,000

PSC Est. Start Date: 07/01/2022

PSC Est. End Date 06/30/2025

1. Description of Work

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

The contractor will provide urgent kitchen equipment repair services within a 4-hour window 24/7/365 for the food production kitchen, 13 satellite kitchens at Laguna Honda Hospital (LHH), and Production Kitchen at Zuckerberg San Francisco General Hospital (ZSFGH). Examples of kitchen equipment that may need repair services are not limited but include some of the following equipment: blast chiller, walk-in coolers, walk-in freezers, ice machine, warmers, air-curtain refrigerators, tray-line/service line, ovens, convection ovens, toasters, plate warmers, braziers, vertical choppers, mixers, stoves, griddles, grills, steamers, kettles, slicers, dishwashers, and steamtables. Appendix A and B lists the equipment for which the City and County of San Francisco wishes to purchase a urgent repair services contract. The contractor will be responsible for as-needed urgent repairs, per manufacturer recommendations, by performing necessary assessments, tests, and maintenance work that is typically not required of City employees, with appropriately certified staff. This includes responsibility for conducting an inspection of failed kitchen equipment; recording all findings in accordance with the format specified by the Department; and ordering any required replacement parts. The contractor shall provide all necessary labor, material, supplies, supervision that will maintain all covered equipment in prime operating condition, consistent with manufacturer's recommendations. This includes repairing any failure of magnitude, using original equipment manufacturer (OEM) procedures and guidelines. OEM parts and OEM recommended oils, seal, gaskets, supplies, etc. Food and Nutrition Services and the ZSFGH and/or LHH Facilities staff will determine when urgent repairs are scheduled. Major repairs discovered during urgent repair services must be noted and relayed to the Food and Nutrition Services and Facilities to determine if repair or replacement is most appropriate. The Food and Nutrition Services and Facilities reserved the right to call meetings with contractor to discuss concerns regarding equipment repairs, reporting, and updates. Monthly written summary reports of all work must include equipment worked on, job preformed, completion dates, and anticipation dates of work in progress.

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

These services are necessary to ensure ZSFGH and LHH kitchen equipment is repaired without delay, per manufacturer recommendation, when Facilities does not have Stationary Engineers available to respond. The kitchen is essential to providing nutritious meals, quality patient care, meeting regulatory standards by Centers for Medicare & Medicare Services (CMS) and California Department of Public Health (CDPH), and the comfort of staff. Without these services, it is likely that ZSFGH and LHH would fall out of compliance with federal, State and the Joint Commission on Accreditation of Healthcare Organization (JCAHO) standards for hospital operations and State and local workplace requirements.

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

In the past, these services were previously performed under a Purchase Order agreement. This request is made in response to new requirements for the Commission's approval of PSCs for equipment maintenance.

D. Will the contract(s) be renewed?
Yes, if the services continue to be needed and funding is available.

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

2. Reason(s) for the Request

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

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

B. Explain the qualifying circumstances:

These maintenance services are required on a periodic, as-needed basis. Without regular maintenance and repair services, any kitchen equipment malfunction or breakdown is likely to cause ZSFGH or Laguna Honda Hospital to become out of compliance with federal, State and Joint Commission requirements, State and local workplace requirements, and adversely affect quality patient care. Poor patient care and compliance failures may result in lawsuits or revenue losses.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Contractor must provide sufficient and appropriately trained, certified, experienced personnel to work on kitchen equipment, and provide the required work in a timely and responsive manner.

B. Which, if any, civil service class(es) normally perform(s) this work? 7205, Chief Stationary Engineer; 7334, Stationary Engineer; 7335, Senior Stationary Engineer;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain:
Yes, contractor is expected to provide whatever tools and/or equipment is needed to perform the services.

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

DPH is in the process of transferring preventative and routine maintenance of the listed kitchen equipment to City employees employed in the Stationary Engineers classification series.

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

A. Explain why civil service classes are not applicable.

City employees employed in the Stationary Engineers classification series may not be available to handle all issues which might arise 24/7/365. The intent with outsourcing such urgent services is to ensure that failed equipment is repaired without delay when Facility Stationary Engineers are not available.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. Not at this time. If these services were to be brought in-house, these duties would fall within the scope of Stationary Engineers classifications series.

6. Additional Information

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
No. The Contractor will provide informal training to Facilities Stationary Engineers during urgent repairs.

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

7. Union Notification: On 05/23/2022, the Department notified the following employee organizations of this PSC/RFP request:
Stationary Engineers, Local 39

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

Name: Kelly Hiramoto Phone: 415-255-3492 Email: kelly.hiramoto@sfdph.org

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 49932 - 21/22

DHR Analysis/Recommendation:

action date: 08/15/2022

Commission Approval Required

Approved by Civil Service Commission

08/01/2022 DHR Approved for 08/01/2022

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - PUBLIC WORKS

Dept. Code: DPW

Type of Request: Initial Modification of an existing PSC (PSC # 43603 - 22/23)

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

Type of Service: Racial Equity Consulting Services

Funding Source: DPW Director Overhead Fund

PSC Original Approved Amount: \$150,000 PSC Original Approved Duration: 04/01/23 - 04/01/26 (3 years 1 day).

PSC Mod#1 Amount: \$150,000 PSC Mod#1 Duration: no duration added

PSC Cumulative Amount Proposed: \$300,000 PSC Cumulative Duration Proposed: 3 years 1 day.

1. Description of Work

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

Support the Operations division of SF Public Works in implementing the action items from the SF Public Works Racial Equity Action Plan, Phase One (2021) by 1) developing and supporting a racial equity working group of about 15 frontline staff from Operations; 2) supporting the Operations Racial Equity Working Group in developing policy, procedures and communications recommendations to further racial equity in Operations' workplaces; leading racial equity trainings at Operations for the Working Group and other key staff.

Scope Change

Public Works would like to hire a consultant to provide racial equity and organizational development trainings and facilitation to help its team members at 49 South Van Ness, which houses staff from three of its divisions (Building Design Construction, Infrastructure Design Construction and Finance/Administration) have essential conversations about racial equity and implement racial equity action items. (The previous scope of work only included staff from our Operations division.) Work will be based on the implementation of the department's Racial Equity Action Plan, Phase One. The scope of work includes:

- 1) Offer a series of racial equity trainings that help participants integrate the new knowledge and skills. Topics to include, but are not limited to racial equity fundamentals, privilege, white supremacy culture, bias and microaggressions.
- 2) Support a mentoring for racial equity program through trainings that bring a racial equity lens to skill-building workshops in such topics as leadership development, facilitation, teambuilding, courageous conversations and microaggressions.
- 3) Facilitate pilot affinity groups based on racial identity.

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

Without a racial equity consultant, we would be unable to meet the deadline for implementation of our Racial Equity Action Plan, nor offer our staff the essential training, deep analysis and fact-finding necessary. The role of the racial equity consultant is to build capacity about racial equity issues and tools within our department. The consultant will train, mentor and generally assist teams of Public Works staff, who are part of our Operations division, so that as we develop the racial equity plan; and build skills, knowledge and leadership in our department.

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

Services have been provided in the past through earlier PSC request. See 43603 - 22/23

D. Will the contract(s) be renewed?

We do not know at this time. After a two-year contract, we do not intend to renew, but it is contingent on the hiring process and the time it to hire a racial equity manager.

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:

na

2. Reason(s) for the Request

A. Display all that apply

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

Explain the qualifying circumstances:

SF Public Works does not have the internal expertise to develop and train the Operations Division racial equity leadership cohort.

B. Reason for the request for modification:

We are adding scope to the original due to additional funds to cover racial equity work in more bureaus of the department.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Qualifying consultants will have expertise with racial equity-specific program design and facilitation, organizational development, human resource management, and research and evaluation services, as well as specific experience working with municipal governments. Program design will have an emphasis on staff development, with particular attention to staff who are desk-less. Familiarity with the social, physical and economic infrastructure of San Francisco's low-income neighborhoods and communities is a plus.

B. Which, if any, civil service class(es) normally perform(s) this work? 0922, Manager I; 0931, Manager III;

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

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

A racial equity consultant has specific knowledge and tools around race, racism, racial equity, implicit bias and structural racism. In addition, they know how to connect being an anti-racist department with organizational change management. We do not have a current staff member with those skills and knowledge, nor is there a civil service class that has that knowledge base as a minimum qualification.

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 goal of hiring a specialized racial equity consultant is to train staff to be racial equity trainers themselves. In this way we will be building capacity and knowledge within our department.

6. Additional Information

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
The training to be offered will be in two parts: 1. Specific training for the Operations Division racial equity leadership cohort so that after the contract is complete, the work can continue with in-house leadership.

During the contract, the leadership cohort, including line staff, Supervisor I, Administrative analyst, Bureau Managers, etc. will facilitate multiple brown bags and informal conversations. 2. Implicit bias and anti-racism training for a broader group of staff led by the racial equity consultant. Our goal is to have positive impact on the Operations division with leadership building around racial equity, trainings, brown bags and other forums for learning and conversation. Trainings will be from one to six hours long.

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

7. Union Notification: On 05/11/23, the Department notified the following employee organizations of this PSC/RFP request:
Municipal Executive Association;

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

Name: Alexander Burns Phone: 415-554-6411 Email: alexander.burns@sfdpw.org

Address: 49 South Van Ness Ave #1600, San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 43603 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 07/03/2023

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of alexander.burns@sfdpw.org
To: [Burns, Alexander \(DPW\)](mailto:Burns,Alexander@DPW); andrea@sfmea.com; [Laxamana, Junko \(DBI\)](mailto:Laxamana,Junko@DBI); Criss@sfmea.com; christina@sfmea.com; staff@sfmea.com; [Takayama, Robynn \(DPW\)](mailto:Takayama,Robynn@DPW); [DHR-PSCCoordinator, DHR \(HRD\)](mailto:DHR-PSCCoordinator,DHR@HRD)
Subject: Receipt of Modification Request to PSC # 43603 - 22/23 - MODIFICATIONS
Date: Thursday, May 11, 2023 4:51:06 PM

PSC RECEIPT of Modification notification sent to Unions and DHR

The GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW has submitted a modification request for a Personal Services Contract (PSC) for \$150,000 for services for the period May 11, 2023 – April 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/20332>

Email sent to the following addresses: staff@sfmea.com Christina@sfmea.com Criss@SFMEA.com junko.laxamana@sfgov.org andrea@sfmea.com

Additional Attachment(s)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPWDept. Code: DPWType of Request: Initial Modification of an existing PSC (PSC # _____)Type of Approval: Expedited Regular Annual Continuing (Omit Posting)Type of Service: Racial Equity Consulting ServicesFunding Source: DPW Director Overhead FundPSC Amount: \$150,000PSC Est. Start Date: 04/01/2023PSC Est. End Date: 04/01/2026**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

Support the Operations division of SF Public Works in implementing the action items from the SF Public Works Racial Equity Action Plan, Phase One (2021) by 1) developing and supporting a racial equity working group of about 15 frontline staff from Operations; 2) supporting the Operations Racial Equity Working Group in developing policy, procedures and communications recommendations to further racial equity in Operations' workplaces; leading racial equity trainings at Operations for the Working Group and other key staff.

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

Without a racial equity consultant, we would be unable to meet the deadline for implementation of our Racial Equity Action Plan, nor offer our staff the essential training, deep analysis and fact-finding necessary. The role of the racial equity consultant is to build capacity about racial equity issues and tools within our department. The consultant will train, mentor and generally assist teams of Public Works staff, who are part of our Operations division, so that as we develop the racial equity plan; and build skills, knowledge and leadership in our department.

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

As this legislation is fairly new, we have not done this work before, and we don't have the internal expertise to accomplish the development of a racial equity action plan.

D. Will the contract(s) be renewed?

We do not know at this time. After a two-year contract, we do not intend to renew, but it is contingent on the hiring process and the time it to hire a racial equity manager.

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

The duration will be for only three years.

2. Reason(s) for the Request**A. Indicate all that apply (be specific and attach any relevant supporting documents):**

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

B. Explain the qualifying circumstances:

SF Public Works does not have the internal expertise to develop and train the Operations Division racial equity leadership cohort.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Qualifying consultants will have expertise with racial equity-specific program design and facilitation, organizational development, human resource management, and research and evaluation services, as well as specific experience working with municipal governments. Program design will have an emphasis on staff development, with particular attention to staff who are desk-less. Familiarity with the social, physical and economic infrastructure of San Francisco's low-income neighborhoods and communities is a plus.
- B. Which, if any, civil service class(es) normally perform(s) this work? 0922, Manager I; 0931, Manager III;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No

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

We have relied on City resources as much as possible. The Office of Racial Equity is still getting staffed up itself they don't have the capacity to lead trainings. We do rely on them for advice. The executive team at Public Works has taken racial equity trainings with DHR in December 2019 and April 2022. Neither departments (Office of Racial Equity/Human Rights Commission and DHR) have the capacity to work closely with us to develop our department-specific racial equity action plan. The University of Public Works doesn't offer racial equity trainings.

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

- A. Explain why civil service classes are not applicable.
A racial equity consultant has specific knowledge and tools around race, racism, racial equity, implicit bias and structural racism. In addition, they know how to connect being an anti-racist department with organizational change management. We do not have a current staff member with those skills and knowledge, nor is there a civil service class that has that knowledge base as a minimum qualification.
- 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 goal of hiring a specialized racial equity consultant is to train staff to be racial equity trainers themselves. In this way we will be building capacity and knowledge within our department.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
Yes. The training to be offered will be in two parts: 1. Specific training for the Operations Division racial equity leadership cohort so that after the contract is complete, the work can continue with in-house leadership. During the contract, the leadership cohort, including line staff, Supervisor I, Administrative analyst, Bureau Managers, etc. will facilitate multiple brown bags and informal conversations. 2. Implicit bias and anti-racism training for a broader group of staff led by the racial equity consultant. Our goal is to have positive impact on the Operations division with leadership building around racial equity, trainings, brown bags and other forums for learning and conversation. Trainings will be from one to six hours long.
- 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 03/01/2023, the Department notified the following employee organizations of this PSC/RFP request:
Municipal Executive Association

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

Name: Alexander Burns Phone: 415-554-6411 Email: alexander.burns@sfdpw.org

Address: 49 South Van Ness Ave #1600 San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 43603 - 22/23

DHR Analysis/Recommendation:

action date: 05/01/2023

Commission Approval Required

Approved by Civil Service Commission

05/01/2023 DHR Approved for 05/01/2023

From: dhr-psccordinator@sfgov.org
To: andrea@sfmea.com; [Laxamana, Junko \(DBI\)](#); Criss@sfmea.com; christina@sfmea.com; staff@sfmea.com; [Takayama, Robynn \(DPW\)](#); [Burns, Alexander \(DPW\)](#)
Subject: Notice of Civil Service Action – PSC # Civil Service: 43603 - 22/23 -- 03/01/2023
Date: Tuesday, May 2, 2023 12:04:10 PM

The Commission adopted the following action at its meeting of May, 1, 2023:
Approved by Civil Service Commission of PSC# 43603 - 22/23, with no conditions with notice to the Office of the Controller and the Office of Contract Administration.
<http://apps.sfgov.org/dhrrupal/node/19977>

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: POLICE

Dept. Code: POL

Type of Request: Initial Modification of an existing PSC (PSC # 40456 - 18/19)

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

Type of Service: Court Reporting and Transcription

Funding Source: General Fund

PSC Original Approved Amount: \$400,000 PSC Original Approved Duration: 07/01/19 - 06/30/23 (4 years)

PSC Mod#1 Amount: \$125,000 PSC Mod#1 Duration: 08/01/21-06/30/25 (2 years 1 day)

PSC Mod#2 Amount: \$515,000 PSC Mod#2 Duration: 07/01/23-06/30/26 (1 year)

PSC Cumulative Amount Proposed: \$1,040,000 PSC Cumulative Duration Proposed: 7 years 1 day

1. Description of Work

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

The San Francisco Police Department (SFPD) requires a contractor to provide as-needed court reporting and transcription services for Police Commission disciplinary hearings. Work will be performed at: (1) Police Headquarters during the day (2) City Hall in the evening, and (3) in Oakland at the Office of Administrative Hearings during the day. Other duties will include, but will not be limited to, providing legal transcriptions from interviews performed by SFPD 's Internal Affairs Divisions and other SFPD Investigative Units.

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

Transcripts are necessary as permanent records of discipline hearings, interviews and meetings. In addition to the SFPD's requirement to maintain personnel records, the Police Commission must also maintain records of its actions. When officers appeal disciplinary action to the Superior Court and Office of Administrative Hearings, the Department is required to produce certified records of hearings held and evidence taken by the Commission used to sustain the charges. If denied and further legal action is taken, records of proceedings would not be available.

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 40456 - 18/19

D. Will the contract(s) be renewed?

Unknown at this time.

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

2. Reason(s) for the Request

A. Display all that apply

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

Explain the qualifying circumstances:

Work is as-needed.

B. Reason for the request for modification:

Extend duration of contract and increase contract amount

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Certified Court Reporting and Legal Transcription
- B. Which, if any, civil service class(es) normally perform(s) this work? 8138, Court Reporter;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. The contractor will provide court reporting equipment the SFPD does not have.

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.
Work is as-needed and requires contractor to provide staff with minimal notice and provide staff at different locations on the same day.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. A new classification is not needed.

6. Additional Information

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

**7. Union Notification: On 05/10/23, the Department notified the following employee organizations of this PSC/RFP request:
SEIU Local 1021; SEIU 1021 Miscellaneous;**

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

Name: Vincent Lee Phone: 4158377127 Email: vincent.lee@sfgov.org

Address: 1245-3rd Street, 6th Floor, San Francisco, CA 94158

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 40456 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 07/03/2023

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of vincent.lee@sfgov.org
To: [Lee, Vincent \(POL\); max.porter@seiu1021.org; Laxamana, Junko \(DBI\); sarah.wilson@seiu1021.org; Sandeep.lal@seiu1021.me; leah.berlanga@seiu1021.org; SF-DHR-Info@seiu1021.org; Najuawanda Daniels; Jason Klumb; Frigault, Noah \(HRC\); Julie.Meyers@sfgov.org; Thomas Vitale; Ricardo.lopez@sfgov.org; Kbasconcillo@sfgwater.org; pcamarillo_seiu@sbcglobal.net; Wendy Frigillana; pscreview@seiu1021.org; ted.zarzecki@seiu1021.net; davidmkersten@gmail.com; XiuMin Li; Sin.Yee.Poon@sfgov.org; David Canham; jtanner940@aol.com; Wong, Genie \(POL\); DHR-PSCCoordinator, DHR \(HRD\)](mailto:Lee,Vincent(POL);max.porter@seiu1021.org;Laxamana,Junko(DBI);sarah.wilson@seiu1021.org;Sandeep.lal@seiu1021.me;leah.berlanga@seiu1021.org;SF-DHR-Info@seiu1021.org;NajuawandaDaniels;JasonKlumb;Frigault,Noah(HRC);Julie.Meyers@sfgov.org;ThomasVitale;Ricardo.lopez@sfgov.org;Kbasconcillo@sfgwater.org;pcamarillo_seiu@sbcglobal.net;WendyFrigillana;pscreview@seiu1021.org;ted.zarzecki@seiu1021.net;davidmkersten@gmail.com;XiuMinLi;Sin.Yee.Poon@sfgov.org;DavidCanham;jtanner940@aol.com;Wong,Genie(POL);DHR-PSCCoordinator,DHR(HRD)@seiu1021.org)
Subject: Receipt of Modification Request to PSC # 40456 - 18/19 - MODIFICATIONS
Date: Wednesday, May 10, 2023 12:29:54 PM

PSC RECEIPT of Modification notification sent to Unions and DHR

The POLICE -- POL has submitted a modification request for a Personal Services Contract (PSC) for \$515,000 for services for the period July 1, 2023 – June 30, 2026. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

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

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/16508>

Email sent to the following addresses: jtanner940@aol.com
david.canham@seiu1021.org Sin.Yee.Poon@sfgov.org xiumin.li@seiu1021.org
davidmkersten@gmail.com ted.zarzecki@seiu1021.net pscreview@seiu1021.org
Wendy.Frigillana@seiu1021.org pcamarillo_seiu@sbcglobal.net
Kbasconcillo@sfgwater.org Ricardo.lopez@sfgov.org thomas.vitale@seiu1021.org
Julie.Meyers@sfgov.org noah.frigault@sfgov.org jason.klumb@seiu1021.org
najuawanda.daniels@seiu1021.org SF-DHR-Info@seiu1021.org
leah.berlanga@seiu1021.org Sandeep.lal@seiu1021.me sarah.wilson@seiu1021.org
junko.laxamana@sfgov.org max.porter@seiu1021.org

Lee, Vincent (POL)

From: XiuMin Li <XiuMin.Li@seiu1021.org>
Sent: Thursday, June 8, 2023 4:00 PM
To: Lee, Vincent (POL)
Cc: Matthew Torres; DHR Info
Subject: RE: Request for Waiver of Review Period - PSC # 40456 - 18/19 - MODIFICATIONS

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

Hello Vincent,
The union is okay with waiving it for this modification.

Cheers,

XiuMin Li
Field Supervisor

Member Resources Center: 1-877-687-1021

Sign up to become a Union Member! Together We Rise Up!

https://url.avanan.click/v2/___http://join1021.org/?LUID=Xli___YXAzOnNmZHQyOmE6bzo3ZGI3MjllMjllwZTBIZDQ5MTgxM2U5NzVmNTc2NWE1ODo2Oml0ODY6NGNhZmlyYzY5M5YTE4NTU0OTg4YTZhZTI0NTg5ZTY3N2JhMzI2NjM4NmNlOWVmMTVmYWYxNzI3NTkwYTViZGU1MTpwOIQ

Sign up for text updates from the union. https://url.avanan.click/v2/___https://www.seiu1021.org/text-me___YXAzOnNmZHQyOmE6bzo3ZGI3MjllMjllwZTBIZDQ5MTgxM2U5NzVmNTc2NWE1ODo2OjU5ZGM6Y2M0MTQzMDYwYTA4ODM3MTJmMGnkYTI5Y2NlODc5MjE0NGRmYmI5YjhjNGIwYWE5YjEzYWFiMTU1OTA3YjY4ZDpwOIQ

Work or intern with SEIU 1021 and help build a strong union!

https://url.avanan.click/v2/___https://www.seiu1021.org/jobs___YXAzOnNmZHQyOmE6bzo3ZGI3MjllMjllwZTBIZDQ5MTgxM2U5NzVmNTc2NWE1ODo2OjkyMmI6YjE1NTAyZjJiY2FmYmM2ODUwOTRiY2UxOWZjNDc2ODQzZmZwODI4MDViNDJkOTk1NWYyNzI3NTIwZmVlYTk5NzpwOIQ

https://url.avanan.click/v2/___https://www.seiu1021.org/member-internship-program___YXAzOnNmZHQyOmE6bzo3ZGI3MjllMjllwZTBIZDQ5MTgxM2U5NzVmNTc2NWE1ODo2OjU5ZGM6Y2M0MDVjMTI3YjUxNDU3OGViMTYwYmVjYzY5NDY5MjE0NGRmYmI5YjhjNGIwYWE5YjEzYWFiMTU1OTA3YjY4ZDpwOIQ

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

From: Lee, Vincent (POL) <vincent.lee@sfgov.org>
Sent: Thursday, June 8, 2023 11:43 AM
To: XiuMin Li <XiuMin.Li@seiu1021.org>; DHR Info <SF-DHR-Info@seiu1021.org>
Cc: Max Porter <max.porter@seiu1021.org>; Laxamana, Junko (DBI) <Junko.Laxamana@sfgov.org>; Sarah Wilson <Sarah.Wilson@seiu1021.org>; Sandeep.lal@seiu1021.me; leah.berlanga@seiu1021.org; DHR Info <SF-DHR-Info@seiu1021.org>; Najuwanda Daniels <Najuwanda.Daniels@seiu1021.org>; Boyan Biandov-Global Admin

<boyan.biandov.global@seiu1021.onmicrosoft.com>; Frigault, Noah (HRC) <noah.frigault@sfgov.org>; Julie Meyers <julie.meyers@sfgov.org>; Thomas Vitale <Thomas.Vitale@seiu1021.org>; Ricardo.lopez@sfgov.org; kbasconcillo@sfgwater.org; pcamarillo_seiu@sbcglobal.net; Wendy Frigillana <wendy.frigillana@seiu1021.org>; PSCreview <PSCreview@seiu1021.org>; ted.zarzecki@seiu1021.net; davidmkersten@gmail.com; XiuMin Li <XiuMin.Li@seiu1021.org>; Sin.Yee.Poon@sfgov.org; David Canham <david.canham@seiu1021.org>; jtanner940@aol.com; DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>
Subject: Request for Waiver of Review Period - PSC # 40456 - 18/19 - MODIFICATIONS

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.

Good Afternoon Xiu Min,

SFPD submitted the PSC modification below on 5/10/23 to extend our current contract for 3 years court reporting and transcription services. The Total PSC amount requested was \$1,040,00 but the actual contracted amount will be \$937,500.

The current term of this Contract with Behmke Reporting expires on 06/30/2023 so we are on a tight timeline to get this Contract Amendment completed. SFPD is requesting to waive the remainder of the review period so this PSC modification can be reviewed by the Civil Service Commission on July 3, 2023.

If we're not able to get this completed, SFPD will not be able to provide court reporting and transcription services for Police Commission disciplinary hearings. Can you please review and respond for our request to waive the review period?

Thanks in advance for your time and understanding.

Regards,

Vincent Lee
Contracts Manager, Fiscal Unit
San Francisco Police Dept
1245 3rd St, 6th Floor
(415)837-7217

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

From: dhr-psccordinator@sfgov.org <dhr-psccordinator@sfgov.org> On Behalf Of vincent.lee@sfgov.org
Sent: Wednesday, May 10, 2023 12:17 PM
To: Lee, Vincent (POL) <vincent.lee@sfgov.org>; max.porter@seiu1021.org; Laxamana, Junko (DBI) <Junko.Laxamana@sfgov.org>; sarah.wilson@seiu1021.org; Sandeep.lal@seiu1021.me; leah.berlanga@seiu1021.org; SF-DHR-Info@seiu1021.org; Najuawanda Daniels <najuawanda.daniels@seiu1021.org>; Jason Klumb <Jason.Klumb@seiu1021.org>; Frigault, Noah (HRC) <noah.frigault@sfgov.org>; Julie.Meyers@sfgov.org; Thomas Vitale <thomas.vitale@seiu1021.org>; Ricardo.lopez@sfgov.org; Kbasconcillo@sfgwater.org; pcamarillo_seiu@sbcglobal.net; Wendy Frigillana <wendy.frigillana@seiu1021.org>; pscreview@seiu1021.org; ted.zarzecki@seiu1021.net; davidmkersten@gmail.com; XiuMin Li <xiumin.li@seiu1021.org>; Sin.Yee.Poon@sfgov.org; David Canham <david.canham@seiu1021.org>; jtanner940@aol.com; Wong, Genie (POL) <Genie.Wong@sfgov.org>; DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>
Subject: Receipt of Modification Request to PSC # 40456 - 18/19 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The POLICE -- POL has submitted a modification request for a Personal Services Contract (PSC) for \$515,000 for services for the period July 1, 2023 - June 30, 2026. For all Modification requests, there is a 7-Day noticed to the

union(s) prior to DHR Review.

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

After logging into the system please select link below:

https://url.avanan.click/v2/___http://apps.sfgov.org/dhrdrupal/node/16508___YXAzOnNmZHQyOmE6bzo3ZGI3MjllMjIwZTBIZDQ5MTgxM2U5NzVmNTc2NWE1ODo2Ojg4MzQ6OGFkNTNhYjhjNzg3NTc0MTNiMTYxZTU2MDQ0N2Y1MDMyMDE2MzYyOTVhZmU5NzI4NDAwYjg1ZjRhMWFhYzpwOIQ

Email sent to the following addresses: jtanner940@aol.com david.canham@seiu1021.org Sin.Yee.Poon@sfgov.org xiumin.li@seiu1021.org davidmkersten@gmail.com ted.zarzecki@seiu1021.net pscreview@seiu1021.org Wendy.Frigillana@seiu1021.org pcamarillo_seiu@sbcglobal.net Kbasconcillo@sfgov.org Ricardo.lopez@sfgov.org thomas.vitale@seiu1021.org Julie.Meyers@sfgov.org noah.frigault@sfgov.org jason.klumb@seiu1021.org najuawanda.daniels@seiu1021.org SF-DHR-Info@seiu1021.org leah.berlanga@seiu1021.org Sandeep.lal@seiu1021.me sarah.wilson@seiu1021.org junko.laxamana@sfgov.org max.porter@seiu1021.org

Additional Attachment(s)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: POLICEDept. Code: POL

Type of Request: Initial Modification of an existing PSC (PSC # 40456 - 18/19)

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

Type of Service: Court Reporting and TranscriptionFunding Source: General Fund

PSC Original Approved Amount: \$400,000 PSC Original Approved Duration: 07/01/19 - 06/30/23 (4 years)

PSC Mod#1 Amount: \$125,000 PSC Mod#1 Duration: 08/01/21-06/30/25 (2 years 1 day)

PSC Cumulative Amount Proposed: \$525,000 PSC Cumulative Duration Proposed: 6 years 1 day

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

The San Francisco Police Department (SFPD) requires a contractor to provide as-needed court reporting and transcription services for Police Commission disciplinary hearings. Work will be performed at: (1) Police Headquarters during the day (2) City Hall in the evening, and (3) in Oakland at the Office of Administrative Hearings during the day. Other duties will include, but will not be limited to, providing legal transcriptions from interviews performed by SFPD 's Internal Affairs Divisions and other SFPD Investigative Units.

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

Transcripts are necessary as permanent records of discipline hearings, interviews and meetings. In addition to the SFPD's requirement to maintain personnel records, the Police Commission must also maintain records of its actions. When officers appeal disciplinary action to the Superior Court and Office of Administrative Hearings, the Department is required to produce certified records of hearings held and evidence taken by the Commission used to sustain the charges. If denied and further legal action is taken, records of proceedings would not be available.

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 40456 - 18/19

D. Will the contract(s) be renewed?

Unknown at this time.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:**2. Reason(s) for the Request****A. Display all that apply**

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

Explain the qualifying circumstances:

Work is as-needed.

B. Reason for the request for modification:

Increasing PSC amount because original PSC amount was underestimated.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Certified Court Reporting and Legal Transcription

B. Which, if any, civil service class(es) normally perform(s) this work? 8138, Court Reporter;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. The contractor will provide court reporting equipment the SFPD does not have.

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.

Work is as-needed and requires contractor to provide staff with minimal notice and provide staff at different locations on the same day.

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

6. Additional Information

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

No.

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

No training needed.

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

No.

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

No

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

No

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

Yes. Contractor will continue services.

7. **Union Notification:** On 05/24/21, the Department notified the following employee organizations of this PSC/RFP request:

SEIU Local 1021; SEIU 1021 Miscellaneous;

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

Name: Genie Wong Phone: (415) 837-7208 Email: Genie.Wong@sfgov.org

Address: 1245-3rd Street, 6th Floor, San Francisco, CA 94158

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 40456 - 18/19

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 07/12/2021

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: POLICE -- POL

Dept. Code: POL

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

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

Type of Service: Court Reporting and Transcription

Funding Source: General Fund

PSC Duration: 4 years

PSC Amount: \$400,000

1. Description of Work

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

The San Francisco Police Department (SFPD) requires a contractor to provide as-needed court reporting and transcription services for Police Commission disciplinary hearings. Work will be performed at: (1) Police Headquarters during the day (2) City Hall in the evening, and (3) in Oakland at the Office of Administrative Hearings during the day. Other duties will include, but will not be limited to, providing legal transcriptions from interviews performed by SFPD 's Internal Affairs Divisions and other SFPD Investigative Units.

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

Transcripts are necessary as permanent records of discipline hearings, interviews and meetings. In addition to the SFPD's requirement to maintain personnel records, the Police Commission must also maintain records of its actions. When officers appeal disciplinary action to the Superior Court and Office of Administrative Hearings, the Department is required to produce certified records of hearings held and evidence taken by the Commission used to sustain the charges. If denied and further legal action is taken, records of proceedings would not be available.

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

PSC 39481-13/14

D. Will the contract(s) be renewed?

Unknown at this time.

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

2. Reason(s) for the Request

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

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

B. Explain the qualifying circumstances:

Work is as-needed.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Certified Court Reporting and Legal Transcription
- B. Which, if any, civil service class(es) normally perform(s) this work? 8138, Court Reporter;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. The contractor will provide court reporting equipment the SFPD does not have.

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

None. Work is as-needed and requires contractor to provide staff with minimal notice and provide staff at different locations on the same day.

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

- A. Explain why civil service classes are not applicable.
Work is as-needed and requires contractor to provide staff with minimal notice and provide staff at different locations on the same day.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. A new classification is not needed.

6. Additional Information

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

**7. Union Notification: On 09/28/2018, the Department notified the following employee organizations of this PSC/RFP request:
SEIU 1021 Miscellaneous; SEIU Local 1021**

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

Name: Genie Wong Phone: (415) 837-7208 Email: Genie.Wong@sfgov.org

Address: 1245-3rd Street, 6th Floor San Francisco, CA 94158

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 40456 - 18/19

DHR Analysis/Recommendation:

action date: 01/07/2019

Commission Approval Required

Approved by Civil Service Commission

01/07/2019 DHR Approved for 01/07/2019