



London Breed  
Mayor

Carol Isen  
Human Resources Director

Date: February 17, 2023

To: The Honorable Civil Service Commission

Through: Carol Isen  
Human Resources Director

From: Joan Lubamersky / Lynn Khaw, GSA  
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Subject: **Personal Services Contracts Approval Request**

This report contains twenty-nine (29) personal services contracts (PSCs) in accordance with the revised Civil Service Commission (CSC) procedures for processing PSCs that became effective on November 5, 2014.

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

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

DHR has prepared the following cost summary for personal services contracts that have been processed through the Department of Human Resources Fiscal Year 22/23 to date:

Total of this Report	YTD Expedited Approvals FY2022-2023	Total for FY2022-2023
\$976,090,000	\$189,147,425	\$2,345,926,781

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# POSTING FOR

March 06, 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
<a href="#">42844 - 22/23</a>	GENERAL SERVICES AGENCY - CITY ADMIN	\$250,000.00	The Real Estate Division seeks as-needed qualified brokerage firms to assist in reviewing complex property matters involving the purchase, sale or leasing of public or private real estate. It is the intention of the Division to create a list of pre-qualified firms who will be engaged on an as-needed basis. Pool members will be required to enter into a personal services contract at the time of engagement.	April 4, 2023	March 31, 2028	REGULAR
<a href="#">45413 - 22/23</a>	GENERAL SERVICES AGENCY - CITY ADMIN	\$6,500,000.00	Contractors to perform various repairs and maintenance services on City-owned vehicles in cases when services cannot be done at Central Shops in a timely manner or in cases when the services can only be done by the contractor(s): required by the manufacturer to preserve warranties or due to repair complexity and necessity of proprietary tools. The proposed services also include inspection, maintenance, and repair services on the City-owned fuel stations at the Public Works Yard, Hall of Justice, and Golden Gate Park.	December 5, 2022	December 4, 2027	REGULAR

<u>PSC No</u>	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
<a href="#">45619 - 22/23</a>	GENERAL SERVICES AGENCY - CITY ADMIN	\$2,300,000.00	Contractor(s) to provide crane services to hoist materials, equipment, tools, and supplies from one location to another or to and from a roof. Services shall cover various scopes and complexity of the projects. The weight and type of the materials to be craned and the height and reach of the crane will need to be evaluated for each project. Contractors will provide cranes with certified operators that possess the required certifications based on the types of cranes and levels of expertise. The lifting capacities of cranes can range from 30 tons to 500 tons and heights from 25 feet to over 197 feet. Contract(s) will be available for all City departments where (1) departments do not have cranes and/or operators or (2) departments have a crane but do not have the right crane or certified operator or at times when the crane is out of service.	March 1, 2023	February 28, 2028	REGULAR
<a href="#">45625 - 22/23</a>	GENERAL SERVICES AGENCY - CITY ADMIN	\$500,000.00	Contractor(s) to provide laboratory drug testing analysis and services for a variety of standard drugs and specialty/esoteric drugs. Services include urine and oral fluids laboratory-based confirmation testing for standard and esoteric/specialty drugs, rapid diagnostics drug testing devices, postmortem/human performance laboratory-based testing across a variety of substances (urine, blood, vitreous, tissue), criminal court support, and	February 15, 2023	February 14, 2027	REGULAR

<u>PSC No</u>	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			employment drug testing services. Categories include: 1) criminal justice & treatment lab services, 2) forensic toxicology lab services, 3) NIDA 5 DOT/Employment lab services, specimen collections and TPA support, and 4) rapid diagnostics drug testing devices and related expert witness, court support services.			
<a href="#">46472 - 22/23</a>	GENERAL SERVICES AGENCY - CITY ADMIN	\$3,000,000.00	Contractor to provide personnel dosimetry badge services to measure, monitor and record occupational exposure to ionized radiation through Ionized Radiation Detection Badge Services & Leak Test Wipe Kits by delivering, analyzing and exchanging thermo-luminescent (TLD) or similar technology whole-body badges, extremity rings, area monitor badges, control badges, fetal monitors and leak test wipe kits to detect and monitor ionized radiation exposure for personnel who work near or around ionized radiation sources. Services include thermo-luminescent (or similar technology) dosimeter badges shipped to City, analysis and monitoring services on a monthly, bi-monthly, quarterly or on an as-exposed basis. Leak Test wipe kits are delivered to test radiation releasing probes or other lab equipment with ionizing radiation and sent back to vendor for analysis. The contractor provides dosimetry badge service maintenance, reading and interpretation services. The	February 15, 2023	February 14, 2028	REGULAR

<u>PSC No</u>	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			<p>dosimetry badge service shall also provide a robust reporting system that shall comply with all mandated reporting requirements. Personnel dosimetry badge service is an essential part of the radiation safety program to protect health and keep occupational radiation exposures as low as reasonably achievable (ALARA). Departments that use this service would include the Department of Public Health, with 16 sub-groups within Zuckerberg San Francisco General Hospital, 4 groups within Laguna Honda Hospital, Jail Health Services, Environmental Health &amp; Safety, Department of Public Works' Materials Testing Laboratories, Animal Care &amp; Control, Office of the Chief Medical Examiner, emergency response or first responder departments, and any other City departments where a need for monitoring occupational radiation exposure arises.</p>			
<a href="#">48582 - 22/23</a>	GENERAL SERVICES AGENCY - CITY ADMIN	\$6,000,000.00	<p>The Office of Contract Administration (OCA) would like to establish contracts for departments to obtain short-term and intermittent security guard services for special events and locations without existing service. Uniformed security guard services will provide a visible presence to the public and City staff while monitoring the grounds/facilities; protecting the safety of persons on sites; protecting the property against fire, theft, damage, and trespass; and investigating</p>	September 1, 2023	August 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
			and reporting unusual or suspicious activities. These services will be available to all City departments requiring a short turnaround and for short-term duration services. Services will not cover long-term or consistent/regular security guard services.			
<u>49798 - 22/23</u>	GENERAL SERVICES AGENCY - CITY ADMIN	\$250,000.00	The Real Estate Division is in need of qualified title insurance companies to assist in completing purchase and sale transactions and to research title issues. It is the intention of the Division to create a list of pre-qualified firm who will be engaged on an as-needed basis. Pool members will be required to enter into a personal services contract at the time of engagement. Title insurance can only be issued by a company licensed to provide such insurance.	April 4, 2023	March 31, 2028	REGULAR
<u>43203 - 22/23</u>	CONTROLLER	\$27,000,000.00	Perform annual financial audit services and reports on the financial statements for 12 Groups of Services such as the City's Comprehensive Annual Financial Report, the City's Single Audit, and departments/funds; perform other required compliance audits of grants, projects, and funds of other City departments; perform actuarial studies of the City's General Liability and Workers Compensation reserves; and perform additional audit procedures.	April 1, 2023	June 30, 2031	REGULAR

<u>PSC No</u>	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
<a href="#">40405 - 22/23</a>	HUMAN RESOURCES	\$925,000.00	Provide expert test development consultation for the Q050 Police Sergeant, Q060 Police Lieutenant, Q080 Police Captain, H20 Fire Lieutenant, H30 Fire Captain, H40 Battalion Chief, and H50 Assistant Chief, selection process and defend that selection process, and if necessary, be available to provide testimony, preparation, and consultation against legal challenges.	January 1, 2023	December 31, 2026	REGULAR
<a href="#">41474 - 22/23</a>	JUVENILE PROBATION	\$2,500,000.00	As-needed temporary security guard services for the San Francisco Juvenile Probation Department's (JUV) Log Cabin Ranch (LCR) in La Honda, San Mateo County. Unarmed security guards are needed 24/7 to patrol the premises and watch for unusual activity and to monitor all entrances and exits of the remote property.	March 1, 2023	February 29, 2028	REGULAR
<a href="#">47382 - 22/23</a>	MUNICIPAL TRANSPORTATION AGENCY	\$500,000.00	Design and software development to support changes to sign software to support transit service in both subways including new shuttle lines and enhanced passenger information.  Troubleshooting existing issues with the sign hardware and software.	February 1, 2023	January 31, 2025	REGULAR
<a href="#">41225 - 22/23</a>	MUNICIPAL TRANSPORTATION AGENCY	\$3,500,000.00	The San Francisco Municipal Transportation Agency (SFMTA) will be procuring a Parking Permit Management System (PPMS) that will allow for more	May 1, 2023	May 1, 2030	REGULAR

<u>PSC No</u>	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			flexible, creative, and customer-friendly approaches to permit policy, issuance, and management for the Residential Parking and Contractor Permit programs, in addition to approximately eight other specialty parking permits administered by the SFMTA. The system will allow for online, by-mail, and in-person application and payment for all parking permits and will integrate with existing parking management systems such as the handheld citation issuance equipment, license plate recognition readers, California Department of Motor Vehicles registration database, and the electronic ticket information system.			
<a href="#">42856 - 22/23</a>	MUNICIPAL TRANSPORTATION AGENCY	\$3,998,000.00	The proposal will provide a full-service, worksite-based, Employee Assistance Program (EAP) to provide clinical supervision and administrative support of the staff of three (3) full-time paid Peers and up to eight (8) volunteer Peers in the Peer Assistance Program (PAP). The contractor will also manage the San Francisco Municipal Transportation Agency's (SFMTA) Critical Incident Services for employees involved in on-the-job incidents such as accidents that result in serious injuries and /or fatalities, or crisis support and/or counseling involving assaults and/or threats. The EAP will provide conflict resolution one to one or in a team as needed. The program is designed to assist in the	December 1, 2023	November 30, 2030	REGULAR



<u>PSC No</u>	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			identification and resolution of productivity problems associated with employees' personal concerns, including but not limited to health, family, financial, drug and alcohol substance abuse, legal, emotional, stress, or other personal concerns which may adversely affect job performance.			
<a href="#">49565 - 22/23</a>	PUBLIC HEALTH	\$10,000,000.00	Contractor will provide services to expand access to fully integrated outpatient and mental health services, such as treatment for Eating Disorders, Dialectical Behavioral Therapy (DBT), Comprehensive Psychological Assessments, plus access to new specialty clinics that provide evidence-based treatments for Developmental Disorders (Autism Spectrum Disorders), Family Therapy Treatment models, Neurodevelopmental Disorders and Co-occurring Substance Use Disorder Specialists, for San Francisco's Medi-Cal clients in the Children, Youth and Families System of Care (CYF SOC.) CYF SOC will partner with contractor to deliver training and consultation to CYF SOC behavioral health services partners on evidence-based practices.	March 1, 2023	June 30, 2028	REGULAR
<a href="#">40282 - 22/23</a>	PUBLIC UTILITIES COMMISSION	\$90,000,000.00	The SFPUC Infrastructure Division and Wastewater Enterprise (WWE) seeks consultant services to provide specialized program management support for the	September 1, 2022	August 31, 2032	REGULAR

<u>PSC No</u>	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			Wastewater Capital Improvement Plan. These services are required to continue a number of programmatic functions such as strategic capital planning, risk management, pre-construction technical advice, pre-construction planning and management, labor and contract relations, development and refinement of standards, preparation of programmatic schedules and budgets, analysis of alternative project delivery mechanisms and asset management.			
<a href="#">41213 - 22/23</a>	PUBLIC UTILITIES COMMISSION	\$30,000,000.00	This PSC will be made up of four (4) contracts, each at a value of \$7.5 million. Work will consist of specialized and technical as-needed services in the areas of water supply, storage, delivery, and monitoring; water treatment and waste water treatment services; power services (all systems, generation to transmission /substation /switchyard /distribution); management improvement services; workforce development and outreach; asset management services; inspections and condition assessments of all HHWP assets; land management services; security, asset control, and emergency response services; environmental and regulatory compliance; training; job inspection services; health and safety services, and customer services for the San Francisco Public Utilities	April 15, 2023	October 15, 2028	REGULAR

<u>PSC No</u>	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			Commission (SFPUC). Each team should be able to respond to the full scope.			
<a href="#">44009 - 22/23</a>	PUBLIC UTILITIES COMMISSION	\$10,000,000.00	O'Shaughnessy Dam is a 344 feet high concrete dam, located 140 miles east of San Francisco and 60 miles east of Sonora in Yosemite National Park, Tuolumne County. The purpose of this project is to provide a bulkhead system to be installed in the upstream inlets to twelve existing gate and valve outlets. The proposed bulkheads will be located in Hetch Hetchy Reservoir between 160 feet and 300 feet deep. The contract work will be performed using the Progressive-Design-Build (PDB) method. The scope of work includes design of bulkheads for each of the twelve outlets; development and preparation of the installation procedure; pre-construction planning; preparation of project cost; fabrication and delivery of the bulkhead; and installation of the bulkheads. Installation of the bulkhead will include underwater construction by divers to remove and clean rust and tubercles, and repair of upstream sealing surface at each inlet and initial test installation and removal of the bulkhead systems.	August 1, 2023	July 31, 2027	REGULAR
<a href="#">41619 - 22/23</a>	PUBLIC UTILITIES COMMISSION	\$12,000,000.00	The San Francisco Public Utilities Commission (SFPUC) intends to award up to three (3) agreements at \$4 million each to provide construction management	September 30, 2023	September 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
			<p>(CM) services on an as-needed basis to augment existing SFPUC and City CM teams working on construction projects.</p> <p>This contract will be for the sole use of the Hetchy Capital Improvement Project (HCIP) for CM services.</p> <p>These CM services include, but are not limited to, the following: construction contract management, construction inspection, project controls, environmental inspection, environmental monitoring, specialty inspection (coating, welding, etc.), supplier quality surveillance, special laboratory testing, start-up &amp; testing assistance, commissioning, surveying, construction safety inspection and document control.</p>			
<u>43545 - 22/23</u>	GENERAL SERVICES AGENCY - PUBLIC WORKS	\$2,000,000.00	<p>Provide specialized services in audio-visual, telecom, IT, security, and acoustical design and consultation to support Department of Public Works design staff on an as-needed basis. Audio-visual, Telecom, IT, Security, and Acoustical professionals are specialized consultants who are experts in the area of audio-visual, telecom, IT, security analysis and acoustical engineering. Work may involve measuring noise and vibration levels, calculating and designing engineering noise controls, engineering architectural acoustics to achieve good speech intelligibility and or precise and</p>	March 6, 2023	December 31, 2029	REGULAR

<u>PSC No</u>	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			accurate sound, preparing environmental noise report, and other related services.			
<u>44632 - 22/23</u>	GENERAL SERVICES AGENCY - TECHNOLOGY	\$8,500,000.00	<p>The Palo Alto software is proprietary so only Palo Alto engineers will provide Platinum Support, Palo Alto's high-end service offering, that will enhance the City's in-house resources with technical experts who are available to support the City's Palo Alto Networks security deployment. Platinum Support offers the optimal level of service for organizations 24/7, year round availability featuring best-in-class response times and advanced assistance.</p> <p>Platinum Support provides access to:</p> <ul style="list-style-type: none"> <li>• Feature releases and software updates: The City's accounts will stay current with the latest features and software updates.</li> <li>• Subscription services updates: The City has the ability to configure devices to automatically download App-ID™ technology, URL Filtering, DNS Security, Threat Prevention, and WildFire ® service updates. A</li> <li>• Direct access to a dedicated team of senior engineers: The City has the ability to interact with a senior engineer trained to quickly understand and resolve the City's unique challenges.</li> <li>• Platinum Support availability: Enjoy 24/7 support for issues of all severities, with Platinum senior engineers available around the clock to assist.</li> <li>• Platinum Support response time: Get 15-</li> </ul>	January 25, 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
			<p>minute response times for critical issues. Platinum Support delivers an enhanced support service-level agreement as specified in table 1. "Response time" is the time between case creation and when the senior engineer begins investigating the case. The City can open cases online or by phone.</p> <ul style="list-style-type: none"> <li>• Online Customer Support Portal: A feature-rich platform provides access to product documentation, problem resolution databases, peer-to-peer interaction, and support case management.</li> <li>• Case management: Submit, update, check status, and manage support cases for all your supported Palo Alto Networks products via the online Customer Support Portal.</li> <li>• Documentation and FAQs: Access product manuals, technical guides, software release notes, and frequently asked questions (FAQs) to streamline deployments and incident resolution.</li> <li>• Security Assurance: When you detect suspicious activity in your network, Security Assurance gives you access to our security experts who will help orient initial investigations, facilitate collection of logs and IOCs, and expedite handoff to the City's preferred incident response vendor.</li> <li>• Planned event assistance: If scheduled at</li> </ul>			

<u>PSC No</u>	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			<p>least seven days in advance, Platinum senior engineers can assist with proactive maintenance, such as software upgrades or feature activation. Platinum engineers can also be on call to assist during business events.</p> <ul style="list-style-type: none"> <li>• On-site assistance for critical issues: For Severity 1 issues outside the capabilities of remote troubleshooting, a field engineer may be dispatched to the City's location at the discretion of the Palo Alto Networks Platinum Support management team.</li> <li>• Failure analysis: In the event of hardware failure, upon request, Palo Alto Networks will analyze the replaced unit and send the City the results of the investigation.</li> <li>• Next-business-day delivery for parts and hardware replacement: The City can get fast turnaround for hardware replacement. Next-Business-Day Delivery Service is subject to certain limitations. For an additional fee, hardware replacement services can be upgraded to four-hour shipment for rapid RMA turnaround.</li> </ul>			
<u>44966 - 22/23</u>	GENERAL SERVICES AGENCY - TECHNOLOGY	\$7,000,000.00	The Department of Technology intends to enter into a multi-year citywide enterprise agreement for Commvault software, software maintenance, SaaS, hardware, hardware maintenance, cloud services and professional services. Commvault software provides enterprise-grade	June 1, 2023	May 31, 2032	REGULAR

<u>PSC No</u>	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			<p>backup, protection and recovery of virtual machines, containers, databases, applications (including cloud), endpoints and files. The software allows customers to manage back-up data and workloads efficiently and securely, both on-premises and in the cloud. Commvault's portfolio also includes software as a service, where City departments access software licenses through an online application instead of downloading it onto its own servers.</p> <p>In addition to the above, Commvault offers professional services to help departments train on, implement and configure the software to specific department needs. This service will be provided on an as-needed basis, and by Commvault engineers. These services require technical expertise and knowledge of proprietary Commvault software products that City employees do not have. City employees do not have Commvault deployment rights, access from an architectural level, or access to source code which are required to perform these functions.</p> <p>The total amount of possible professional services is estimated to be 6.8% of the contract amount requested herein. The remaining 93.2% of the estimated cost will be used to purchase proprietary software licenses, software maintenance, hardware, hardware maintenance, and software-as-a-service licenses. There are</p>			



<u>PSC No</u>	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			no professional services associated with these later categories.			
<a href="#">45582 - 22/23</a>	TREASURER/TAX COLLECTOR	\$250,000.00	The Office of the Treasurer and Tax Collector (TTX) runs a unique college savings program for all San Francisco students in SFUSD, the Kindergarten to College Savings Program (K2C). In the current school year (2022-23), the inaugural cohort of K2C participants will graduate from high school and the program will disburse funds at scale for the first time. The TTX-K2C team now requires an experienced consultant to conduct a multi-phase evaluation of the K2C program to examine the impact and efficacy of the program, as well as offer a blueprint for future analysis.	March 21, 2022	March 20, 2027	REGULAR
			<b>TOTAL AMOUNT \$226,973,000</b>			

# POSTING FOR

March 06, 2023

## PROPOSED PERSONAL SERVICES CONTRACTS -- Modifications

PSC Number	<u>Commission Hearing Date</u>	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
43567 - 21/22 - MODIFICATIONS	March 6, 2023	PORT -- PRT	\$487,000	\$987,000	This contract will be used for the services needed related to the habitat around the Heron's Head Park. The needed services include seed collection, cultivation of plants in a greenhouse, planning, and habitat stewardship in phases over a four-year period.	06/30/2026	06/29/2028	REGULAR
41819 - 20/21 - MODIFICATIONS	March 6, 2023	PUBLIC HEALTH -- DPH	\$0	\$65,000,000	Contractors will perform scheduled and as-needed maintenance and support services for a variety of equipment and systems in use at the Department of Public Health. As technology advances, equipment that is used in the day-to-day operation of an integrated health network are becoming increasingly more	01/01/2023	12/31/2030	REGULAR

PSC Number	<u>Commission Hearing Date</u>	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
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complicated and integrated with other devices and systems. Often, in addition to proprietary characteristics of the equipment Original Equipment Manufacturers (OEMs) are turning to software solutions used in conjunction with the equipment to achieve full and greater functionality. Services performed by the contractor(s) may include, but are not limited to: standard maintenance services, preventive maintenance services, applying software/firmware upgrades, system integrations, maintenance and equipment surveys, and/or wiping of protected health information from devices. Systems which need maintenance will include radiology

PSC Number	<u>Commission Hearing Date</u>	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
42659 - 14/15 - MODIFICATIONS	March 6, 2023	PUBLIC HEALTH -- DPH	\$2,500,000	\$5,000,000	<p>equipment, laboratory equipment, scientific equipment, medical equipment used in direct patient care, sterilizers, general office equipment, copiers, security systems (including CCTV), perimeter security, fire alarms, electrical infrastructure, computer hardware, and/or audio/video equipment. Services may be onsite, remote or at central depot repair service facilities.</p> <p>Professional compliance, evaluation, assessment, and technical assistance services that support the evaluation needs of the Department's primary care and prevention programs. Services include independent contractor/professional consulting services to address local, State</p>	07/01/2025	06/30/2030	REGULAR

PSC Number	<u>Commission Hearing Date</u>	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
42060 - 17/18 - MODIFICATIONS	March 6, 2023	PUBLIC UTILITIES COMMISSION -- PUC	\$6,000,000	\$18,000,000	<p>and federal compliance requirements on an as-needed project basis. Contractor(s) will evaluate findings, assess and evaluate identified findings, provide technical reports and technical assistance as required to the Department. These services will provide the Department the ability to meet required compliance directives.</p> <p>The proposed work is to provide As-Needed Construction Management Services to augment City construction management staff as necessary. These services may include, but are not limited to, construction contract management, construction inspection, project controls, environmental inspection, environmental</p>	09/13/2022	01/02/2024	REGULAR

PSC Number	<u>Commission Hearing Date</u>	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					monitoring, supplier quality surveillance, special laboratory testing, start-up & testing assistance, commissioning, surveying, construction safety inspection and document control.			
43867 - 19/20 - MODIFICATIONS	March 6, 2023	PUBLIC UTILITIES COMMISSION -- PUC	\$130,000	\$1,300,000	Maintenance and testing of existing switchgear and switchboard at various East Bay and West Bay Water Supply and Treatment Facilities. This contract is for maintenance and testing of seventeen (17) switchgear and twenty-two (22) switchboards with estimated cost of \$30,000 per switchgear / switchboard or \$1,170,000 for the entire contract.	01/26/2023	09/14/2024	REGULAR
11945 - 20/21 - MODIFICATIONS	March 6, 2023	GENERAL SERVICES AGENCY - CITY ADMIN -- ADM	\$40,000,000	\$50,000,000	The Office of Contract Administration (OCA), on behalf of all City departments, hereby requests that the Civil Service	01/30/2023	continuing	CONTINUED

PSC Number	<u>Commission Hearing Date</u>	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
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Commission (CSC) grant Continuing Approval for three narrowly defined categories pertaining to proprietary software and equipment. These three categories are: (1) Proprietary Cloud Based Software, (2) Proprietary Software Support and (3) Proprietary Equipment Installation and maintenance. Each of these three categories is narrowly defined in the attached memorandum titled "Definitions for Continuing Approval of Prop Software and Equipment". If a contract qualifies for one of these three categories, the department may elect to use this Continuing Approval in lieu of obtaining its own approval. In so doing, the department shall be required to report its election when submitting its contract

PSC Number	<u>Commission Hearing Date</u>	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
<a href="#"><u>40697 - 14/15 - MODIFICATIONS</u></a>	March 6, 2023	AIRPORT COMMISSION -- AIR	\$700,000,000	\$1,600,000,000	<p>for OCA review. Upon reporting its election when submitting its contract, all applicable unions shall be immediately notified of said election by email. Additionally, OCA shall produce a report such elections on a quarterly basis to CSC or, upon request, on a more frequent basis. Specifically, OCA will report the Department Name, Contract ID, Supplier ID, Contract Amount, Service Type and Contract End Date. PLEASE SEE CONTINUATION OF THIS RESPONSE ON MEMORANDM ATTACHED</p> <p>Project Management Support Services (PMSS) and Design-Build (DB) service teams with airport terminal design and management expertise are required to manage the design and</p>	01/31/2023	12/31/2029	REGULAR



PSC Number	<u>Commission Hearing Date</u>	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					<p>construction of the Terminal 3 West Improvements project. Services to be provided include project controls, scheduling, document control, design management, contracts management, architectural and engineering design services, and construction of the project. The scope of work of this project includes renovation of the existing western half of Terminal 3, design and construction of an expansion of Terminal 3, a secure connector from Terminal 3 to the International Terminal, a new consolidated baggage handling system, and various utility and support infrastructure upgrades.</p>			
<b>TOTAL AMOUNT TOTAL AMOUNT \$749,117,000</b>								

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

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - CITY ADMIN -- ADM

Dept. Code: ADM

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

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

Type of Service: Real Estate Broker Services

Funding Source: General Fund

PSC Duration: 4 years 51 weeks

PSC Amount: \$250,000

**1. Description of Work**

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

The Real Estate Division seeks as-needed qualified brokerage firms to assist in reviewing complex property matters involving the purchase, sale or leasing of public or private real estate. It is the intention of the Division to create a list of pre-qualified firms who will be engaged on an as-needed basis. Pool members will be required to enter into a personal services contract at the time of engagement.

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

On Occasion, special Real Estate projects (analysis, transactions and other matters) require the expertise of brokerage firms with access to market data and background unavailable to City staff, or beyond the skills and abilities of City staff. Examples of such projects in the past five years have been several sales of City property, space utilization analyst, and development strategy for Central Shops relocation. Denial will result in the inability of the Real Estate Division to perform assignments requested of them of our client 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.

This service has been provided under contract by a panel of approved brokerage firms whose last creation was 5 years ago.

D. Will the contract(s) be renewed?

No. A new solicitation for qualified companies will be issued at the end of the five year term.

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

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

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

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

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

B. Explain the qualifying circumstances:

The service requires specialized knowledge of broker functions. Work will only occur when there is a need for the services.

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

A. Specify required skills and/or expertise: Licensed to conduct business in the State of California; Experience in residential and commercial property development in the State of California with Brokerage License; Working offices in San Francisco; Experience with the State Lands Commission and BCDC on Public Trust or waterfront issues; Experience analyzing complex economic and real estate market dynamics and delivering forecasts.

B. Which, if any, civil service class(es) normally perform(s) this work? 1823, Senior Administrative Analyst; 4143, Principal Real Property Ofc;

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 nature of this work involves in-depth market knowledge and trend analysis, and requires access to data sets usually not available to City staff.

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

A. Explain why civil service classes are not applicable.

No civil service classes have the necessary knowledge and expertise.

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 infrequent nature of the work, combined with the level of expertise and in-depth market knowledge required, make it impractical to employ full time staff to provide such 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. 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 12/21/2022, the Department notified the following employee organizations of this PSC/RFP request:  
Architect & Engineers, Local 21

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

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

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

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 42844 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/06/2023

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

## Lubamersky, Joan (ADM)

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**From:** dhr-psccordinator@sfgov.org on behalf of joan.lubamersky@sfgov.org  
**Sent:** Wednesday, December 21, 2022 10:52 AM  
**To:** Lubamersky, Joan (ADM); ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; l21pscreview@ifpte21.org; Lubamersky, Joan (ADM); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 42844 - 22/23

RECEIPT for Union Notification for PSC 42844 - 22/23 more than \$100k

The GENERAL SERVICES AGENCY - CITY ADMIN -- ADM has submitted a request for a Personal Services Contract (PSC) 42844 - 22/23 for \$250,000 for Initial Request services for the period 04/04/2023 – 03/31/2028. 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/19580> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

# **Additional Attachment(s)**



PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

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

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

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

Type of Service: Real estate brokerage property analysis

Funding Source: General fund PSC Duration: 4 years 51 weeks
PSC Amount: \$500,000 PSC Est. Start Date: 04/05/2018 PSC Est. End Date: 04/01/2023

1. Description of Work

A. Scope of Work:

The Real Estate Division is in need of qualified brokerage firms to assist in reviewing complex property matters involving the purchase, sale or leasing of public or private real estate. It is the intention of the Division to create a list of pre-qualified firms who will be engaged on an as-needed basis. Pool members will be required to enter into a personal services contract at the time of engagement.

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

On an as-needed basis, special Real Estate projects (analysis, transactions and other matters) require the expertise of brokerage firms with access to market data and background unavailable to City staff, or beyond the skills and abilities of City staff. Examples of such projects in the past five years have been several sales of City property, space utilization analysis, and development strategy for Central Shops relocation. Denial will result in the inability of the Real Estate Division to perform assignments requested of them of our client departments.

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

This service has been provided under Personal Services Contracts by a panel of approved brokerage firms created five years ago.

D. Will the contract(s) be renewed? Likely yes.

2. Union Notification: On 12/11/2017, the Department notified the following employee organizations of this PSC/RFP request: Architect & Engineers, Local 21

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FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 43268 - 17/18

DHR Analysis/Recommendation:

03/05/2018

Commission Approval Required

DHR Approved for 03/05/2018

Approved by Civil Service Commission
Page 7

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

A. Specify required skills and/or expertise:

Licensed to conduct business in the State of California; Experience in residential and commercial property development in the State of California with Brokerage License; Working offices in San Francisco; Experience with the State Lands Commission and Bay Conservation and Development Commission on Public Trust lands or waterfront issues; Experience analyzing complex economic and real estate market dynamics and delivering forecasts.

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

4143,1823,

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

No.

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

A. Explain why civil service classes are not applicable:

Civil service classifications do not have the depth of breath of knowledge required.

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

No, the infrequent nature of the work, combined with the level of expertise and in-depth market knowledge required, make it impractical to employ full time staff to provide such services.

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

**YES NO**

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

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD ON 01/17/2018 BY:

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

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

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 Repairs & Maintenance Services on City-Owned Vehicles/Fuel Stations

Funding Source: General Fund

PSC Duration: 5 years

PSC Amount: \$6,500,000

**1. Description of Work**

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

Contractors to perform various repairs and maintenance services on City-owned vehicles in cases when services cannot be done at Central Shops in a timely manner or in cases when the services can only be done by the contractor(s): required by the manufacturer to preserve warranties or due to repair complexity and necessity of proprietary tools. The proposed services also include inspection, maintenance, and repair services on the City-owned fuel stations at the Public Works Yard, Hall of Justice, and Golden Gate Park.

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

Central Shops maintains and repairs the vast majority of vehicles owned by various departments, including public safety departments, public works, public utilities, etc. Timely repairs and continual maintenance of these City-owned vehicles are critical for City departments to provide often essential public services without lapses and delays. Furthermore, Central Shops operates the three (3) fuel stations at the Public Works Yard, the Hall of Justice, and Golden Gate Park. Timely repairs and continual maintenance of these fuel stations are critical so that gasoline, renewable diesel, and compressed natural gas fuel are made available to vehicles used by departments to carry out City business.

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

These services have been provided in the past through agreements with vendors via Open Market Purchase and PropQ purchasing authority.

D. Will the contract(s) be renewed?

The contracts will not be renewed, they will be for a duration of five (5) years with no extension.

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

B. Explain the qualifying circumstances:

Services are required when the Central Shops cannot perform services in a timely manner or in cases when the services can only be done by the contractor(s) either due to the complexity, necessity of proprietary tools, and/or the availability of parts.

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

- A. Specify required skills and/or expertise: Contractors shall provide relevant industry certificates such as Automobile Service Excellence (ASE) certification or Emergency Vehicle Technician (EVT) certification. Contractors shall also have experience and knowledge of the automotive repair trade, knowledge of Bureau of Automotive Repair rules and Automotive Repair Industry rules and guidelines, and the ability to work on a variety of vehicle classifications. Contractors working on fuel sites should have relevant industry certificates for fuel site maintenance.
- B. Which, if any, civil service class(es) normally perform(s) this work? 7306, Automotive Body & Fender Wrk; 7313, Automotive Machinist; 7315, Auto Machinist Asst Sprv; 7332, Maintenance Machinist; 7381, Automotive Mechanic; 7410, Automotive Service Worker;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, for some of the contracts the vendor will have to provide replacement parts.

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

With regards to the vehicle services, Central Shops is the entity in the City to provide such services. Central Shops has tried to hire and retain more qualified staff, but faces many challenges and does not always have qualified staff to service all vehicle types. With regards to fuel site service work, Central Shops has checked with the San Francisco Public Utilities Commission (SFPUC), but they do not have staff that have the expertise to service Central shop stations.

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

- A. Explain why civil service classes are not applicable.  
Services are required on an as-needed basis when City employees cannot 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. Services are required when the Central Shops cannot perform services in a timely manner or in cases when the services can only be done by the contractor(s) either due to the complexity, necessity of proprietary tools, and/or the availability of parts.

**6. Additional Information**

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

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

**7. Union Notification:** On 11/18/2022, the Department notified the following employee organizations of this PSC/RFP request:  
Automotive Machinists, Local 1414; TWU - Automotive Service Worker; TWU Local 250A; TWU - Miscellaneous

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

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

Address: 1 Dr Carlton B Goodlett Pl Ste 430 San Francisco, CA 94102

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 45413 - 22/23

DHR Analysis/Recommendation:  
Commission Approval Required  
DHR Approved for 03/06/2023

Civil Service Commission Action:

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

**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [lynn.khaw@sfgov.org](mailto:lynn.khaw@sfgov.org)  
**To:** [Khaw, Lynn \(ADM\); rmittchell@twusf.org; mdennis@twusf.org; roger.marenco; pwilson@twusf.org; mjayne@iam1414.org; agonzalez@iam1414.org; speedy4864@aol.com; Khaw, Lynn \(ADM\); DHR-PSCCoordinator, DHR \(HRD\)](mailto:Khaw, Lynn (ADM); rmittchell@twusf.org; mdennis@twusf.org; roger.marenco; pwilson@twusf.org; mjayne@iam1414.org; agonzalez@iam1414.org; speedy4864@aol.com; Khaw, Lynn (ADM); DHR-PSCCoordinator, DHR (HRD))  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 45413 - 22/23  
**Date:** Friday, November 18, 2022 4:44:55 PM

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RECEIPT for Union Notification for PSC 45413 - 22/23 more than \$100k

The GENERAL SERVICES AGENCY - CITY ADMIN -- ADM has submitted a request for a Personal Services Contract (PSC) 45413 - 22/23 for \$6,500,000 for Initial Request services for the period 12/05/2022 – 12/04/2027. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/19255> 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 - 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 Crane Operator and Crane Services

Funding Source: General Fund

PSC Duration: 5 years

PSC Amount: \$2,300,000

**1. Description of Work**

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

Contractor(s) to provide crane services to hoist materials, equipment, tools, and supplies from one location to another or to and from a roof. Services shall cover various scopes and complexity of the projects. The weight and type of the materials to be craned and the height and reach of the crane will need to be evaluated for each project. Contractors will provide cranes with certified operators that possess the required certifications based on the types of cranes and levels of expertise. The lifting capacities of cranes can range from 30 tons to 500 tons and heights from 25 feet to over 197 feet. Contract(s) will be available for all City departments where (1) departments do not have cranes and/or operators or (2) departments have a crane but do not have the right crane or certified operator or at times when the crane is out of service.

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

Important projects, such as maintenance and repairs of heating, ventilation, and air conditioning (HVAC) on rooftops of City buildings and facilities, required crane services. Examples are the HVAC equipment located at the San Francisco Public Library and the San Francisco Fire Department stations. The City does not have cranes to hoist equipment to and from rooftops. If these services are denied, projects in which a crane and crane operator are essential, and for which the specific crane and operator needs exceed the City's available equipment and staffing capacity, completion of these projects will not be possible. The essential projects will be stalled and cause disruption to City's 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.

Crane operator and crane services were previously approved under PSC 35314 – 18/19 for San Francisco Public Works (SFPW). The Office of Contract Administration (OCA) will be creating a term contract for all City departments to use.

D. Will the contract(s) be renewed?

Yes, if services are continued to be required.

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:

There are two Civil Service Classifications for crane services: 9354, Elevator and Crane Technician and 9358, Crane Mechanic Supervisor. However, these classifications do not have the required certifications needed to operate various types of cranes for the services requested. Also, services are required on an intermittent basis. All rentals of cranes come with certified operators. Contractors will not rent cranes without operators due to liability issues.

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

A. Specify required skills and/or expertise: Crane operators must be certified by the National Commission for the Certification of Crane Operators (NCCCO). Certification requirements are based on categories of craning equipment and level of expertise in operating different types, weights, and sizes of cranes.

B. Which, if any, civil service class(es) normally perform(s) this work? 7108, Heavy Equip Ops Asst Sprv; 7110, Mobile Equipment Asst Sprv; 7208, Heavy Equipment Ops Sprv; 7328, Operating Engineer, Universal; 9331, Piledriver Engine Operator; 9354, Elevator and Crane Technician; 9358, Crane Mechanic Supervisor;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. Contractor(s) will provide cranes and certified operators.

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

SFPW is contacted by City departments for repair and maintenance work throughout the year. It does not own cranes or have staff with the required certification to operate cranes. OCA is aware that San Francisco Public Utilities Commission (SFPUC) and San Francisco Port (Port) have cranes with operators. The SFPUC has a mobile crane, but such a crane cannot be used on rooftops. Cranes owned by these departments are for their specific use and are not available to other departments.

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

A. Explain why civil service classes are not applicable.

There are two Civil Service Classifications for crane services: 9354, Elevator and Crane Technician and 9358, Crane Mechanic Supervisors. However, these classifications do not have the required certifications needed to operate various types of cranes for the services requested. The amount of work and types of cranes needed are unpredictable and based on specific project requirements. All crane rentals come with certified operators. Contractors will not rent cranes without operators due to liability issues.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. There are already two Civil Service Classifications for crane services. These classifications do not have the required certifications needed to operate various types of cranes for the services requested. Services are unpredictable and required on an intermittent basis. It is impractical or infeasible to keep up with various types of certification 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. No training will be provided. Certifications are required to operate cranes.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

**7. Union Notification:** On 11/28/2022, the Department notified the following employee organizations of this PSC/RFP request:  
Electrical Workers, Local 6; Operating Engineers, Local 3

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

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

Address: City Hall, Room 430, 1 Dr. Carlton B. Goodlett Pl. San Francisco, CA 94102

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 45619 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/06/2023

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

**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [lynn.khaw@sfgov.org](mailto:lynn.khaw@sfgov.org)  
**To:** [Khaw, Lynn \(ADM\); oashworth@ibew6.org; khughes@ibew6.org; Khaw, Lynn \(ADM\); DHR-PSCCoordinator, DHR \(HRD\)](mailto:Khaw, Lynn (ADM); oashworth@ibew6.org; khughes@ibew6.org; Khaw, Lynn (ADM); DHR-PSCCoordinator, DHR (HRD))  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 45619 - 22/23  
**Date:** Monday, November 28, 2022 2:42:59 PM

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RECEIPT for Union Notification for PSC 45619 - 22/23 more than \$100k

The GENERAL SERVICES AGENCY - CITY ADMIN -- ADM has submitted a request for a Personal Services Contract (PSC) 45619 - 22/23 for \$2,300,000 for Initial Request services for the period 03/01/2023 – 02/28/2028. 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/19473> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT

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

**From:** [Khaw, Lynn \(ADM\)](#)  
**To:** [dtuttle@oe3.org](mailto:dtuttle@oe3.org)  
**Cc:** [DHR-PSCCoordinator, DHR \(HRD\)](#)  
**Subject:** Proposed Personal Services Contract (PSC) No. 45619 22/23 for As Needed Crane Operator and Crane Services  
**Date:** Monday, November 28, 2022 3:56:00 PM  
**Attachments:** [PSC #45619 22-23, As-Needed Crane Operator & Crane Services, Submitted \(CSC\), 11-28-22.pdf](#)  
[Receipt of Union Notification, PSC # 45619 - 22 23.pdf](#)

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November 28, 2023

To: David Tuttle  
Operating Engineers Local 3  
[dtuttle@oe3.org](mailto:dtuttle@oe3.org)

From: Lynn Khaw, Departmental Personal Services Coordinator  
Office of Contract Administration

SUBJ: Proposed Personal Services Contract (PSC)  
No. 45619 22/23 – As-Needed Crane Operator and Crane Services  
Duration: 5 years; Amount: \$2.3M

The Office of Contract Administration proposes to submit an as-needed crane operator and crane services for Citywide use. The contract amount is \$2,300,000 and the duration is for 5 years. Attached, please see a copy of the PSC and a copy of an email sent through an online system.

City departments are required by the Department of Human Resources and the Civil Service Commission to notify employee organizations when requesting to contract for services that City employees could possibly perform. In this case, the following classes might perform some of the services:

- 7108 - Heavy Equip Ops Asst Sprv
- 7110 – Mobile Equipment Asst Sprv
- 7208 – Heavy Equipment Ops Sprv
- 7328 – Operating Engineer, Universal
- 9331 – Piledriver Engine Operator

Your union (Operating Engineers Local 3) is not listed to be notified through the City's online system. Therefore, we are advising you via this email. Typically, unions have 30 days to raise questions about a PSC.

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

Sincerely,  
Lynn

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Lynn Khaw, CPPO, CPPB, C.P.M.  
Department's Personal Services Contract Coordinator

# **Additional Attachment(s)**

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 # 35314 - 18/19)

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

Type of Service: As Needed Crane Operator and Crane Services

Funding Source: DPWS000795

PSC Original Approved Amount: \$100,000

PSC Original Approved Duration: 03/11/19 - 03/10/22  
(3 years 1 hour)

PSC Mod#1 Amount: \$250,000

PSC Mod#1 Duration: 03/11/22-03/16/25 (3 years 6 days)

PSC Cumulative Amount Proposed: \$350,000

PSC Cumulative Duration Proposed: 6 years 1 week

**1. Description of Work**

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

Crane services to hoist materials from one location to another or to and from a roof. Services will differ based on project scope and complexity of the project. The weight and type of the materials to be craned, and the height and reach of the crane will need to be evaluated for each project. As a result, different types of cranes and operator requirements will be utilized throughout the course of this PSC. For example, some project may require vendor to have crane specifications and lifting capacities of 90 tons, 140 feet of height and 58 feet of reach.

**Scope Change**

Add the following language to the original Description of Work: 'This contract shall be used exclusively for Crane Rental Services; no other services shall be utilized.'

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

The City and County of San Francisco, including SF Public Works, does not have a crane or a crane operator who can perform the work described above. If this PSC is denied, projects in which a crane and crane operator are essential for the completion of projects cannot be performed. Such project include the replacement of the Public Library's computer room cooling 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.

Yes, see original PSC 35314-1819 approval

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:

Extend duration in anticipation of greater future usage two Contractors who were awarded the contract are Sheedy and Professional Tree Care. Bureau of Building Repair (BBR) is anticipating an increased need for craning/lifting/rigging services. We have a project with Human Services Agency (HAS) to replace the heating/cooling system on the roof of 1235 Mission that will need seven or eight lifts. We also have Roofers in BBR now and they often need crane services, sometimes on short notice if there is a roof leak. We also have been doing more solar roof projects also. The rising costs of construction also justify having a higher ceiling for this work. Other bureaus in Public Works may also need crane services from time to 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).
- Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator).

Explain the qualifying circumstances:

Services will be on an as-needed basis. Public Works is contacted by other City departments for repair and maintenance work throughout the year, and so cannot anticipate when equipment needs to be fixed, the cost, nor if crane services will be needed. If the services cannot be completed without crane services, Public Works will contact a vendor who can perform this type of work. The City lacks cranes to hoist things to and from roof tops.

B. Reason for the request for modification:

Increase the amount of the contract from \$100k to \$350K and extend duration, in anticipation of greater future usage. Bureau of Building Repair (BBR) is anticipating an increased need for craning/lifting/rigging services. We have a project with Human Services Agency (HAS) to replace the heating/cooling system on the roof of 1235 Mission that will need seven or eight lifts. We also have Roofers in BBR now and they often need crane services, sometimes on short notice if there is a roof leak. We also have been doing more solar roof projects also. The rising costs of construction also justify having a higher ceiling for this work. Other bureaus in Public Works (PW) may also need crane services from time to time.

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

- A. Specify required skills and/or expertise: Cranes are operated by operators certified by NCCCO (National Commission for the Certification of Crane Operators). The Department of Public Works does not have any employees who are certified to operate a crane, nor does it have cranes for employees to perform this task.
- B. Which, if any, civil service class(es) normally perform(s) this work? 7108, Heavy Equip Ops Asst Sprv; 7110, Mobile Equipment Asst Sprv; 7208, Heavy Equipment Ops Sprv; 7210, Mobile Equipment Supervisor; 7328, Operating Engineer, Universal; 9331, Piledriver Engine Operator;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. The outside operator will provide a crane specific for the needs of the work to be done.



**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 classifications exist. 7108, 7110, 7208, 7210, 7221, 7328,730, 7424, 9331 under Operating Engineers Local Union No. 3. There is no one in these roles and the amount of work and type of crane needed is unpredictable.

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. Current classifications already exist and could be used, but have not because there is not enough work on a regular 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.

Training will not be offered as this is a very specialized task that requires a crane operator certification.

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.

Sheedy and Professional Tree Care awarded through RFP 70310

**7. Union Notification:** On 07/09/20, the Department notified the following employee organizations of this PSC/RFP request:

Operating Engineers, Local 3;

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 94102

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 35314 - 18/19

DHR Analysis/Recommendation:

09/21/2020

Commission Approval Required

Approved by Civil Service Commission

09/21/2020 DHR Approved for 09/21/2020

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: Laboratory Services for Drug Testing of Standard and Specialty/Esoteric Drugs

Funding Source: General Fund

PSC Duration: 4 years

PSC Amount: \$.500,000

**1. Description of Work**

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

Contractor(s) to provide laboratory drug testing analysis and services for a variety of standard drugs and specialty/esoteric drugs. Services include urine and oral fluids laboratory-based confirmation testing for standard and esoteric/specialty drugs, rapid diagnostics drug testing devices, postmortem/human performance laboratory-based testing across a variety of substances (urine, blood, vitreous, tissue), criminal court support, and employment drug testing services. Categories include: 1) criminal justice & treatment lab services, 2) forensic toxicology lab services, 3) NIDA 5 DOT/Employment lab services, specimen collections and TPA support, and 4) rapid diagnostics drug testing devices and related expert witness, court support services.

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

The Drug Court and Community Justice Center managed by the Department of Public Health (DPH) utilizes laboratory drug testing analysis and services and associated rapid diagnostics devices to serve clients in the Drug Court Treatment Center (DCTC). The Adult Probation Department and Juvenile Probation Department offer drug testing services to clients for court-ordered conditions of probation which require all probationers to not use any illegal drugs or substances. Drug testing enables the Adult Probation Department to better protect public safety by monitoring and enforcing probationer compliance with court orders. Denial of the request will negatively impact the department's ability to monitor drug use among clients and will place the department out of compliance with court requirements. Similarly, other City departments may use drug testing laboratory confirmation services or other associated support services for forensics & criminal justice or other needs.

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 for the DPH drug test court program under the PO process and in the past through PSC requests from other agencies. See, attached PSC #37494-16/17 for the Adult Probation Department. The upcoming contract is a Citywide Term Contract by the Office of Contract Administration (OCA) for future services.

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).
- Regulatory or legal requirements, or requirements or mandates of funding source(s) which limit or preclude the use of Civil Service Employees. Include a copy of the applicable requirement or mandate.
- Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator).

- B. Explain the qualifying circumstances:

The services are performed on an irregular schedule and require a quick turnaround of results. The number of clients served by the Drug Court Treatment Center (DCTC) managed by DPH depends on the number of cases received and is unpredictable. The number of clients in the Adult Probation Department depends on the number of court-ordered cases, which varies over time and is unpredictable. The work would be performed by a testing laboratory with drug testing solutions and screening devices that are accredited and the City does not own such facilities. Such services are also regulated at the state and federal levels. Services must be provided by contractors who maintain and keep current licensing and accreditation for laboratories per state and federal regulations including but not limited to the following agencies or organizations: the U.S. Department of Health and Human Services (CMS/CLIA) Certificate of Compliance, the American Association of Bioanalysts (AAB) and College of American Pathologists (CAP) Urine Drug Screening & Confirmation CAP-FUDT On-Site Certificate of proficiency testing, and the State of California Department of Health Services Clinical Laboratory License.

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

- A. Specify required skills and/or expertise: Contractor(s) will provide specialized technicians and the required specialized drug testing solutions to perform the work within a short turnaround time. Work shall be performed by technicians at a testing laboratory with drug testing solutions and expertise with management of bodily fluids and samples, along with expertise and experience with chain-of-custody procedures and related forensics and criminal justice workflows. Services must be provided by a contractor who maintains and keeps current licensing and accreditation for laboratories per state and federal regulations including but not limited to the following agencies or organizations: the U.S. Department of Health and Human Services (CMS/CLIA) Certificate of Compliance, the American Association of Bioanalysts (AAB) and College of American Pathologists (CAP) Urine Drug Screening & Confirmation CAP-FUDT On-Site Certificate of proficiency testing, and the State of California Department of Health Services Clinical Laboratory License.
- B. Which, if any, civil service class(es) normally perform(s) this work? 2403, Forensic Laboratory Technician; 2456, Asst Forensic Toxicologist 1; 2457, Forensic Toxicologist Supervisor; 2458, Chief Forensic Toxicologist;

- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, contractor(s) must have access to state-of-the-art drug testing products and equipment in a forensic lab environment that the City does not have. The labs must be appropriately accredited and licensed per state and federal regulations including but not limited to the following agencies or organizations: the U.S. Department of Health and Human Services (CMS/CLIA) Certificate of Compliance, the American Association of Bioanalysts (AAB) and College of American Pathologists (CAP) Urine Drug Screening & Confirmation CAP-FUDD On-Site Certificate of proficiency testing, and the State of California Department of Health Services Clinical Laboratory License.

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

These laboratory services and analysis procedures must be performed in a state-of-the-art accredited and licensed facility with technical expertise, which the City lacks. Drugs and illicit substances are constantly changing, and laboratory services must keep up with the changes in order to detect illicit drugs.

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

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

Civil Service classes are not applicable because the services are highly specialized and require the use of specialized technicians in the area of diagnostic and confirmation laboratory testing for standard and specialty drugs in a specialized, certified and accredited state-of-the-art laboratory environment. The services required are on an as-needed, intermittent, or periodic basis with quick turnaround of results, and the City does not have state-of-the-art research facilities to develop new tests to keep up with newer illicit drugs on the market.

- 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 would be performed by a testing laboratory with drug testing solutions and screening devices that are accredited. Services are performed on an irregular schedule and require a quick turnaround of results. Procedures and laboratory tests are constantly evolving to match the newer types of illicit drugs in the market and the City does not have the technical expertise, research & development capability, or time to develop such laboratory tests and achieve approval from the appropriate regulatory bodies including the FDA for 510(k) devices, CLIA (Clinical Laboratory Improvement Amendments), and the Centers for Medicare & Medicaid Services (CMS). Such laboratory techniques and knowledge require multiple years of extensive research to identify the substances, set thresholds for positive results, and quantify the accuracy of the laboratory tests. In addition to the lab tests, specific knowledge is required for chain-of-custody and workflows to ensure that the samples are delivered safely and securely and that the test results match the correct sample. Samples are human fluids and other mediums, and therefore must be handled and disposed of properly with the appropriate protective gear.

**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?  
Yes. When courts issue requirements to clients placed on probation supervision or in the drug court treatment program managed by DPH or for court-ordered clients at the Adult and Juvenile Probation Departments, City departments must comply with these requirements. In this case, to ensure that clients do not use drugs or illicit substances.
- 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 12/22/2022, the Department notified the following employee organizations of this PSC/RFP request:  
Professional & Tech Engrs, Local 21

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

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

Address: City Hall, Room 430, 1 Dr. Carlton B. Goodlett Pl. San Francisco, CA 94102

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 45625 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/06/2023

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

**Choi, Suzanne (HRD)**

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**From:** dhr-psccordinator@sfgov.org on behalf of lynn.khaw@sfgov.org  
**Sent:** Thursday, December 22, 2022 3:12 PM  
**To:** Khaw, Lynn (ADM); Laxamana, Junko (DBI); WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; l21pscreview@ifpte21.org; Khaw, Lynn (ADM); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 45625 - 22/23

RECEIPT for Union Notification for PSC 45625 - 22/23 more than \$100k

The GENERAL SERVICES AGENCY - CITY ADMIN -- ADM has submitted a request for a Personal Services Contract (PSC) 45625 - 22/23 for \$500,000 for Initial Request services for the period 02/15/2023 – 02/14/2027. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrDrupal/node/19554> 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: ADULT PROBATION -- ADP

Dept. Code: ADP

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

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

Type of Service: Drug Test Confirmation Services

Funding Source: General Fund

PSC Duration: 2 years 52 weeks

PSC Amount: \$20,000

**1. Description of Work**

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

Court ordered conditions of probation require all probationers to not use any illegal drugs or substances. The Adult Probation Department monitors this requirement by regularly testing its clients for use of drugs and other illegal substances. Some legal proceedings require positive drug tests to be confirmed/verified by a laboratory. Contractor will perform drug test confirmation services of positive tests.

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

Court ordered conditions of probation require all probationers to not use any illegal drugs. Drug Testing will enable the Adult Probation Department to better protect public safety by monitoring and enforcing probationer compliance with Court orders. Denial of request will negatively impact the Department's ability to monitor drug use among clients, and it will place the Adult Probation Department out of compliance with Court 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 the service was provided by Redwood Toxicology Laboratories, Inc. via a PSC number that has expired.

D. Will the contract(s) be renewed?

A new contract will be executed.

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

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

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

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

B. Explain the qualifying circumstances:

This work would be performed by a forensic testing lab with drug testing solutions and screening devices for adult probationers. The contractor must have access to state of the art drug testing products and equipment in a forensic lab environment that the City does not have.

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

- A. Specify required skills and/or expertise: The contractor must have the ability to provide effective drug testing using high quality devices from a forensic testing lab within a short turnaround time.
- 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 has access to state of the art drug testing products and equipment in a forensic lab environment.

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

The City does not offer these services.

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

- A. Explain why civil service classes are not applicable.  
There is no civil service class that requires the knowledge, skills, and ability to provide drug testing in a forensic lab.
- 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 would be performed by a forensic testing lab with drug testing solutions and screening devices for adult probationers.

**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. See attachment for more information. Staff does not need to master any particular skill or knowledge related to drug test confirmation services. Therefore, Contractor will not provide training to staff.
- C. Are there legal mandates requiring the use of contractual services?  
Yes. See attachment for more information. When Courts issue requirements to people placed on probation supervision, the Adult Probation Department must comply with these requirements. In this case, ensure that clients do not use drugs or illicit substances.
- 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 09/01/2016, 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: Elisa Baeza Phone: 4157537526 Email: elisa.baeza@sfgov.org

Address: 880 Bryant Street Room 200 San Francisco, CA 94103

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 37494 - 16/17

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 09/19/2016

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: Ionized Radiation Personnel Dosimetry Badge Services

Funding Source: General Fund

PSC Duration: 5 years

PSC Amount: \$3,000,000

**1. Description of Work**

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

Contractor to provide personnel dosimetry badge services to measure, monitor and record occupational exposure to ionized radiation through Ionized Radiation Detection Badge Services & Leak Test Wipe Kits by delivering, analyzing and exchanging thermo-luminescent (TLD) or similar technology whole-body badges, extremity rings, area monitor badges, control badges, fetal monitors and leak test wipe kits to detect and monitor ionized radiation exposure for personnel who work near or around ionized radiation sources. Services include thermo-luminescent (or similar technology) dosimeter badges shipped to City, analysis and monitoring services on a monthly, bi-monthly, quarterly or on an as-exposed basis. Leak Test wipe kits are delivered to test radiation releasing probes or other lab equipment with ionizing radiation and sent back to vendor for analysis. The contractor provides dosimetry badge service maintenance, reading and interpretation services. The dosimetry badge service shall also provide a robust reporting system that shall comply with all mandated reporting requirements. Personnel dosimetry badge service is an essential part of the radiation safety program to protect health and keep occupational radiation exposures as low as reasonably achievable (ALARA). Departments that use this service would include the Department of Public Health, with 16 sub-groups within Zuckerberg San Francisco General Hospital, 4 groups within Laguna Honda Hospital, Jail Health Services, Environmental Health & Safety, Department of Public Works' Materials Testing Laboratories, Animal Care & Control, Office of the Chief Medical Examiner, emergency response or first responder departments, and any other City departments where a need for monitoring occupational radiation exposure arises.

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

Personnel dosimetry services are an essential component of any radiation safety program which has a goal of protecting health and minimizing harmful exposures to ionizing radiation in the workplace. Radiation safety standards and policies are set by a consensus among national and international scientific organizations, such as the Health Physics Society, the National Council on Radiation Protection (NCRP), and the International Commission on Radiological Protection (ICRP). In the United States, the Nuclear Regulatory Commission (NRC) sets regulatory dose limits for the public and occupationally exposed workers. Federal regulations, 10 CFR 20 from the NRC standards, require that monitoring of individual employees is necessary if the employee is likely to receive more than 10% of the allowable radiation limit (5 rem), which is 0.5rem. A pregnant employee must be monitored if likely to receive greater than 0.1rem during the pregnancy. Additional requirements are codified in the California Health and Safety Code, sections 114960 through 115273, 115230 and 115235 and other portions of the Code, including but not limited to the Radiation Control Law, Radiologic Technology Act and other radiation related laws in accordance to Title 17, California Code

of Regulations (17 CCR), and in particular, CCR, Title 17, Div. 1, Chapter 5, Subchapters 4 and 4.5. 17 CRR 30253 incorporates by reference the federal regulations specified in Title 10, Code of Federal Regulations (CFR), Part 20. In order to maintain all licenses, the departments must provide dosimetry badge service. If the services are denied the departments will be unable to operate any radiological services or other services where City employees are near or around ionizing radiation sources. City departments needing to use x-ray machines must have valid registrations and licenses with the State of California Public Health 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.  
The contracts have been provided under the purchase order/general services contract. Future contracts will be through the standard general services contract process.
- D. Will the contract(s) be renewed?  
Yes.
- E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.  
not applicable

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

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

- 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:

Personnel who work with ionized radiation emitting sources, or the analysis of personnel dosimetry badges have specific technical expertise, including specific radiation safety training and knowledge of handling exposed badges and of operating specific equipment for the analysis and safe disposal of exposed badges. The quantity of badges required fluctuates over time and is unpredictable. The contractor must be able to handle large quantities or small quantities of badge requests at any given time. It must also be able to provide measured dose, shallow dose equivalent, and deep dose equivalent data calculated from equipment that is frequently calibrated and maintained. Such calculations require technical expertise to ensure readings from the badges and rings are providing accurate information to City. Many of these calculations, algorithms, and equipment calibration and set-up methods are proprietary to specific providers.

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

A. Specify required skills and/or expertise: The contractor shall be licensed and accredited with the appropriate governing and regulating bodies related to radiation safety programs and testing laboratories and in particular the operation and technical requirements of the Laboratory Accreditation Program for Personnel Radiation Dosimetry of the National Voluntary Laboratory Accreditation Program (NVLAP.) Such dosimetry laboratories undergo proficiency testing and on-site assessments of technical capabilities by technical experts before achieving accreditation as a dosimetry processing laboratory. In addition to the technical expertise and accredited laboratory environment, the contractor shall have work procedures and staff proficient in distributing,

exchanging, reading, interpreting, and managing badge data for every badge exchange to ensure that workers have access to their historical and most recent radiation doses and exposures. It must also understand how to handle badges so that the dose readings are not altered inadvertently from other radiation sources or through transit. It must have the technical capability to analyze and account for naturally occurring radiation and other noise factors such as radiation exposure in transit between facilities by conducting a technical analysis against an area monitor badge and a control badge that travels with exposed badges. It must also be responsive, with quick turn-around to replace any lost or damaged badges, and to respond quickly to any requests for additional badges or fetal monitor badges. It must also be able to provide measured dose, shallow dose equivalent, and deep dose equivalent data calculated from equipment that is frequently calibrated and maintained. Such calculations require technical expertise to ensure readings from the badges and rings are providing accurate information to City. Many of these calculations, algorithms, and equipment calibration and set-up methods are proprietary to specific providers.

- B. Which, if any, civil service class(es) normally perform(s) this work? 5177, Safety Officer; 0943, Manager VIII;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: The contractor shall use an NVLAP-accredited personnel dosimetry laboratory and associated laboratory procedures, and badge distribution and exchange workflows. The contractor possesses equipment for the analysis and safe handling of dosimetry badges and must follow radiation safety protocols. The City does not possess such state-of-the-art laboratory facilities. It must also be able to provide measured dose, shallow dose equivalent, and deep dose equivalent data calculated from equipment that is frequently calibrated and maintained. Such calculations require technical expertise to ensure readings from the badges and rings are providing accurate information to City. Many of these calculations, algorithms, and equipment calibration and set-up methods are proprietary to specific providers.

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

The City does not currently have the resources to develop an NVLAP-accredited personnel dosimetry laboratory service for a radiation safety program broad enough to cover all of the City's current needs for personnel dosimetry which includes more than 600 badges across 20 or more sub-groups in the City. The City does not have the technical expertise to be able to provide measured dose, shallow dose equivalent, and deep dose equivalent data calculated from equipment that is frequently calibrated and maintained. Such calculations require technical expertise to ensure readings from the badges and rings are providing accurate information to City. Many of these calculations, algorithms, and equipment calibration and set-up methods are proprietary to specific providers.

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

A. Explain why civil service classes are not applicable.

Personnel who work with ionized radiation emitting sources, or the analysis of personnel dosimetry badges have specific technical expertise, including specific radiation safety training and knowledge of handling exposed badges and of operating specific equipment for the analysis and safe disposal of exposed badges. The quantity of badges required fluctuates over time and is unpredictable. The contractor must be able to handle large quantities or small quantities of badge requests at any given time. It must also be able to provide measured dose, shallow dose equivalent, and deep dose equivalent data calculated from equipment that is frequently calibrated and maintained. Such calculations require technical expertise to ensure readings from the badges and rings are providing accurate information to City. Many of these calculations, algorithms, and equipment calibration and set-up methods are proprietary to specific providers.

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

**6. Additional Information**

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

No.

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

No. Department radiation safety committees provide guidance on how to properly wear the badges or rings, and on where to place badges for storage.

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 12/22/2022, the Department notified the following employee organizations of this PSC/RFP request:

Municipal Executive Association; Professional & Tech Engrs, Local 21

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



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

Address: City Hall, Room 430, 1 Dr. Carlton B. Goodlett Pl. San Francisco, CA 94102

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 46472 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/06/2023

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

## Choi, Suzanne (HRD)

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**From:** dhr-psccordinator@sfgov.org on behalf of lynn.khaw@sfgov.org  
**Sent:** Thursday, December 22, 2022 3:18 PM  
**To:** Khaw, Lynn (ADM); WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; l21pscreview@ifpte21.org; Laxamana, Junko (DBI); Criss@sfmea.com; camaguey@sfmea.com (contact); christina@sfmea.com; staff@sfmea.com; Khaw, Lynn (ADM); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 46472 - 22/23

RECEIPT for Union Notification for PSC 46472 - 22/23 more than \$100k

The GENERAL SERVICES AGENCY - CITY ADMIN -- ADM has submitted a request for a Personal Services Contract (PSC) 46472 - 22/23 for \$3,000,000 for Initial Request services for the period 02/15/2023 – 02/14/2028. 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/19577> 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 HEALTH -- DPH

Dept. Code: DPH

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

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

Type of Service: Radiation Safety Officer Services and Dosimetry Badges and Services

Funding Source: General Funds

PSC Duration: 5 years

PSC Amount: \$5,000,000

**1. Description of Work**

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

Contractor (s) shall provide the services of a Radiation Safety Officer (RSO) and shall also provide a full service dosimetry badge service for the Department of Public Health. For the services of the RSO the contractor shall prevent unnecessary exposure to ionizing radiation and when exposure is required the contractor shall ensure that necessary exposures are As Low As Reasonably Achievable (ALARA) for the given application. In addition, the RSO will be responsible for training, implementation and enforcement of all radiological rules and regulations at a given facility and will be responsible for all compliance related issues. For the dosimetry badge service, the contractor (s) shall provide the Department either through a rental / lease program or through direct purchase dosimetry badges to be used by the Department. In addition, the contractor (s) shall provide dosimetry badge service maintenance, reading, and interpretation services. The dosimetry badge service shall also provide a robust reporting system which shall comply with all mandated reporting requirements.

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

In order to maintain all licenses, the Department must provide both the RSO services as well as a dosimetry badge service. if the services are denied the Department will be unable to operate any radiological services.

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

The contracts have been provided under the purchase order / general services contract process administered by the Office of Contract Administration. Future contracts will be through the standard Professional Services contract process.

D. Will the contract(s) be renewed?

Yes.

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

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

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

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

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

B. Explain the qualifying circumstances:

Short-term or capital projects requiring diverse skills, expertise and/or knowledge: The provision of radiation safety services are highly regulated and require highly experienced individuals that possess all required licenses. Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator): For the dosimetry services the contractor will provide dosimetry badges, and all of the equipment and services needed to maintain and monitor the badges.

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

- A. Specify required skills and/or expertise: For the Radiation Safety Officer individuals must meet the specifications of 10 Code of Federal Regulations (CFR) 35.50, "Training for Radiation Safety Officer and Associate Radiation Safety Officer. and must be certified by one of the approved certification board listed under 10 CFR 35.50(c)(1) (Attachment 1 to this PSC) and must meet the California requirements listed under Title 17 California Code Regulations (CCR) § 30333.07 (Attachment 2)
- B. Which, if any, civil service class(es) normally perform(s) this work? 5177, Safety Officer; 0943, Manager VIII;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes for the dosimetry services the contractor will provide dosimetry badges, and all of the equipment and services needed to maintain and monitor the badges.

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

The requested services are highly specialized and only found within organizations that have a need for radiation safety specialists. While there may be some similarities between departments with such needs there is no other department that staffs and operates Acute Care, Long-term care, and clinic based medical services with a robust radiological portfolio of medical services.

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

- A. Explain why civil service classes are not applicable.  
Civil service classes are not applicable. For the dosimetry services, it would be impractical for the City to acquire, maintain and monitor its own fleet of dosimetry badges as the Department would need to acquire its own specialized equipment and licensure to do so. For the RSO services the current director of radiology services (vacant) would perform certain parts of this role if the person possesses all of the highly specialized license requirements. There is a recruitment that is ongoing, however even when the position is filled, it would be beneficial to have additional as-needed consultative support for the new director in order to respond to any emerging issues and to assist the the new RSO in data to tasks.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. the work is as-needed and intermittent, and highly specialized especially for the dosimetry services which contemplates the contractor provided the required equipment.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
No. There is expectation of formal training from the contractors to City staff beyond general training in the basic use of dosimeters and how to distribute and return to the vendor. City staff will have the opportunity to learn current best practices on how to operate aspects of a radiation safety program.

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

7. **Union Notification:** On 02/14/2022, the Department notified the following employee organizations of this PSC/RFP request:  
Municipal Executive Association; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21

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

Name: Kelly Hiramoto Phone: 415-255-3492 Email: kelly.hiramoto@sfdph.org

Address: 1380 Howard Street, Room 421b San Francisco, CA 94103

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 45998 - 21/22

DHR Analysis/Recommendation:

action date: 04/18/2022

Commission Approval Required

Approved by Civil Service Commission

04/18/2022 DHR Approved for 04/18/2022

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 Armed and Unarmed Security Guard Services

Funding Source: General Fund

PSC Duration: 3 years

PSC Amount: \$6,000,000

**1. Description of Work**

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

The Office of Contract Administration (OCA) would like to establish contracts for departments to obtain short-term and intermittent security guard services for special events and locations without existing service. Uniformed security guard services will provide a visible presence to the public and City staff while monitoring the grounds/facilities; protecting the safety of persons on sites; protecting the property against fire, theft, damage, and trespass; and investigating and reporting unusual or suspicious activities. These services will be available to all City departments requiring a short turnaround and for short-term duration services. Services will not cover long-term or consistent/regular security guard services.

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

The request for armed and unarmed security guard services is necessary for short-notice special events, locations without existing services, and intermittent needs to ensure the safety of those on site, conduct possible crowd control, and report suspicious activities. Special events may last for a short duration, take place sporadically and not be ongoing. Locations may need services immediately and for short-term durations or intermittently. Some services may include travel to City owned facilities outside of San Francisco, such as San Mateo and Alameda Counties to monitor the security needs of the facility and enforce safety regulations and policies. The consequences of denial will pose safety and security risks at sites requiring services and will be detrimental to the City's 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 has most recently been provided under OCA's Term Contract 86002 in which departments have obtained their own PSC or Prop J approval.

D. Will the contract(s) be renewed?

No.

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

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

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



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

B. Explain the qualifying circumstances:

No, it would not be feasible to transition this work back to the City due to the intermittent and sporadic work. This request will not cover long-term or consistent/regular security guard services.

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

- A. Specify required skills and/or expertise: All armed and unarmed security guards assigned must possess a security guard state-certified valid Consumer Affairs guard card, have at least one year's experience as a security guard, be a minimum of twenty-one (21) years of age, possess a high school diploma or a General Equivalency Diploma ("GED") equivalent; and armed guards must be appropriately licensed to carry and sufficiently trained to use the firearms they are equipped with.
- B. Which, if any, civil service class(es) normally perform(s) this work? 8202, Security Guard; 8207, Bldg & Grounds Patrol Officer; 8211, Supv Bldg Grounds Patrol Ofcr; 8211, Supv Bldg Grounds Patrol Ofcr; 8302, Deputy Sheriff 1; 8304, Deputy Sheriff; 8306, Senior Deputy Sheriff; 8308, Sheriff's Sergeant; Q002, Police Officer; Q003, Police Officer 2; Q004, Police Officer 3; Q050, Sergeant, (Police Department);
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: The contractor will provide staff with uniforms and equipment, i.e., duty belt, radio, cell phone, flashlight, and time management device.

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

These contracts will only be used on an as-needed basis for short-term or intermittent needs with a quick turnaround.

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

- A. Explain why civil service classes are not applicable.  
Civil services classes are not applicable due to the as-needed basis, sporadic/intermittent and short-term need of these services.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, it would not be practical due to inconsistency in the frequency of work assignments across many different departments. This request will not cover long-term or consistent/regular security guard services.

**6. Additional Information**

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

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

**7. Union Notification:** On 11/14/2022, the Department notified the following employee organizations of this PSC/RFP request:  
Deputy Sheriff's Association; SEIU 1021 Miscellaneous; SF Sheriff's Managers and Supv; 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: Lynn Khaw Phone: 4155546296 Email: lynn.khaw@sfgov.org

Address: City Hall, Room 430, 1 Dr. Carlton B. Goodlett Pl. San Francisco, CA 94102

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 48582 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/06/2023

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

**From:** [dhrr-psccordinator@sfgov.org](mailto:dhrr-psccordinator@sfgov.org) on behalf of [lynn.khaw@sfgov.org](mailto:lynn.khaw@sfgov.org)  
**To:** [RECEIPT for Union Notification for PSC 48582 - 22/23 more than \\$100k](mailto:Khaw.Lynn(ADM); mlobre@sfpoa.org; @sfpoa.org; tracym@sfpoa.org; sfsmsa@gmail.com; NajuwandaDaniels; Jason Klumb; Frigault, Noah (HRC); Julie.Meyers@sfgov.org; Thomas Vitale; Ricardo.lopez@sfgov.org; Kbasconcillo@sflower.org; pcamarillo_seiu@sbcglobal.net; Wendy.Frigillana; 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; president@sanfranciscodsa.com; kennethlomba@gmail.com; ecdemvoter@aol.com; Khaw.Lynn(ADM); DHR-PSCCoordinator, DHR (HRD)</a><br/><b>Subject:</b> Receipt of Notice for new PCS over $100K PSC # 48582 - 22/23<br/><b>Date:</b> Monday, November 14, 2022 7:22:09 PM</p><hr/></div><div data-bbox=)

The GENERAL SERVICES AGENCY - CITY ADMIN -- ADM has submitted a request for a Personal Services Contract (PSC) 48582 - 22/23 for \$6,000,000 for Initial Request services for the period 09/01/2023 – 08/31/2026. 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/19412> 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 - 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: Real Estate Title Reports and related services

Funding Source: General Fund

PSC Duration: 4 years 51 weeks

PSC Amount: \$250,000

**1. Description of Work**

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

The Real Estate Division is in need of qualified title insurance companies to assist in completing purchase and sale transactions and to research title issues. It is the intention of the Division to create a list of pre-qualified firm who will be engaged on an as-needed basis. Pool members will be required to enter into a personal services contract at the time of engagement. Title insurance can only be issued by a company licensed to provide such insurance.

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

Accurate and professionally produced title services are required for the successful completion of real estate transactions. Denial would result in the inability of the Real Estate Division to perform its statutory duties.

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 by a panel of approved title companies. A personal services contract (PSC) was approved by the Civil Service Commission (CSC).

D. Will the contract(s) be renewed?

Yes. A new solicitation for qualified title companies will be issued at the end of the term of this contract.

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

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

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

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

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

B. Explain the qualifying circumstances:

Title insurance services are only needed when real estate transactions require them. Title insurance companies must be licensed.

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

A. Specify required skills and/or expertise: Licensed to conduct business in the State of California. Experience in residential and commercial title and escrow services for governmental entities in the State. Working offices in San Francisco. Expertise with the State Lands Commission on Public Trust. Experience with actions under the Destroyed Lands Records Act.

B. Which, if any, civil service class(es) normally perform(s) this work? 4140, Real Property Manager; 4143, Principal Real Property Ofc;

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

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

These services are not available within the City.

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

A. Explain why civil service classes are not applicable.

There are no civil service classification for title insurance providers.

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. Title insurance companies provide specialized, licensed services that are not provided by an individual, nor possible to be provided by a public sector.

**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?

Yes. Title insurance work is required to be performed by licensed individuals

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 12/21/2022, the Department notified the following employee organizations of this PSC/RFP request:  
Architect & Engineers, Local 21

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

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

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

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 49798 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/06/2023

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



## Lubamersky, Joan (ADM)

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**From:** dhr-psccordinator@sfgov.org on behalf of joan.lubamersky@sfgov.org  
**Sent:** Wednesday, December 21, 2022 9:51 PM  
**To:** Lubamersky, Joan (ADM); ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; l21pscreview@ifpte21.org; Lubamersky, Joan (ADM); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 49798 - 22/23

RECEIPT for Union Notification for PSC 49798 - 22/23 more than \$100k

The GENERAL SERVICES AGENCY - CITY ADMIN -- ADM has submitted a request for a Personal Services Contract (PSC) 49798 - 22/23 for \$250,000 for Initial Request services for the period 04/04/2023 – 03/31/2028. 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/19575> 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

GAVIN NEWSOM  
MAYOR

March 5, 2008

NOTICE OF CIVIL SERVICE COMMISSION ACTION

SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACT NUMBERS 4103-07/08 THROUGH 4108-07/08; 4003-07/08 AND 4067-05/06.

At its meeting of March 3, 2008 the Civil Service Commission had for its consideration the above matter.

**PLEASE NOTE:** It is important that a copy of this action be kept in the department files as you will need it in the future as proof of Civil Service Commission approval.

It was the decision of the Commission to adopt the Human Resources Director's report. Notify the offices of the Controller and the Purchaser.

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

CIVIL SERVICE COMMISSION

ANITA SANCHEZ  
Executive Officer

Attachment

- c: Micki Callahan, Human Resources Director
- Connie Chang, Public Utilities Commission
- Joan Lubamersky, Administrative Services
- Sheila Maxwell, Department of Telecommunications and Information Services
- Jennifer Johnston, Department of Human Resources
- Jonathan Nelly, Department of Human Resources
- Shawn Wallace, San Francisco Police Department
- Commission File
- Chron

ALICIA D. BECERRIL  
PRESIDENT

DONALD A. CASPER  
VICE PRESIDENT

MORGAN R. GORRONO  
COMMISSIONER

MARY Y. JUNG  
COMMISSIONER

YU-YEE WU  
COMMISSIONER

ANITA SANCHEZ  
EXECUTIVE OFFICER

POSTING FOR  
March 03, 2008

RECOMMENDED APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACTS

PSC No.	DeptNo	DeptName	Approval Type	Contract Amount	Description of work	Duration
4103-07/08	38	Police	Regular	\$225,555.23	Will provide SFPD requested software enhancements to vendor's proprietary software product.	30-Sep-09
4104-07/08	40	San Francisco Public Utilities Commission	Regular	\$2,799,191.00	Will provide detailed analysis and design for the tunnel including required supplemental geotechnical characterizations; assisting in the preparation of construction contract documents including plans, specifications, and cost estimates.	31-Mar-12
4105-07/08	70	General Services Agency, Real Estate Division	Regular	\$500,000.00	Will provide commercial property appraisal services including: draft and final appraisal reports, studies, reports, surveys, etc.; expert witness testimony in condemnation trials or other proceedings, and review appraisals.	28-Feb-13
4106-07/08	70	General Services Agency, Real Estate Division	Regular	\$500,000.00	Will assist in completing purchase and sale transactions and to research title issues from time to time. It is the intention of the division to create a list of pre-qualified firms who will be engaged on an as-needed basis.	28-Feb-13
4107-07/08	70	General Services Agency, Real Estate Division	Regular	\$2,000,000.00	Will establish a pool of real estate advisors to be used in connection with various types of transactions to include strategic planning for the City's space needs; portfolio analysis and strategy recommendations.	06-Mar-13
4108-07/08	75	Telecom & Information Services	Regular	\$2,252,991.00	Will provide consulting services for the modification and customization of Customer Relationship Management (CRM) software to the City's 311 system, and the management of the City's service requests.	01-Nov-08

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: CONTROLLER -- CON

Dept. Code: CON

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

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

Type of Service: Audit and Actuarial Services

Funding Source: General

PSC Amount: \$27,000,000

PSC Est. Start Date: 04/01/2023

PSC Est. End Date  
06/30/2031

**1. Description of Work**

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

Perform annual financial audit services and reports on the financial statements for 12 Groups of Services such as the City's Comprehensive Annual Financial Report, the City's Single Audit, and departments/funds; perform other required compliance audits of grants, projects, and funds of other City departments; perform actuarial studies of the City's General Liability and Workers Compensation reserves; and perform additional audit procedures.

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

The City is required to have annual financial and compliance audits and auditing services performed by independent public accounting firms in compliance with City Charter Sections 2.115 and 9.117, and federal Single Audit contract and grant provisions. Denial would prevent the City from complying with local and federal mandates.

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 through contracts with independent public contracting firms. Yes, the services were previously approved by the Civil Service Commission via PSC 45651-13.14 and Modifications.

D. Will the contract(s) be renewed?

Yes, the contracts may be renewed through the options to extend if the Controller's Office is satisfied with 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 Controller's Office requests that the PSC cover over 5 years since the resulting contracts will have options to renew depending on the departments' service needs. The Controller's Office plans to implement the services across all various City and County of San Francisco (City) departments using a multi-year approach. This multi-year approach will provide the consultants with the Citywide overview and provide cost and service efficiencies.

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

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

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

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

B. Explain the qualifying circumstances:

The City is required to have annual financial and compliance audits and auditing services performed by independent public accounting firms in compliance with City Charter Sections 2.115 and 9.117.

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

A. Specify required skills and/or expertise: Selected firms must be Certified Public Accountants that have successfully provided Independent Audit Services or Actuarial Services within the last 5 years of the date of this RFP. The lead staff proposed to be assigned to the City's projects must individually have had a similar lead role on 1 of the engagements. Firms must have experience in evaluating internal controls and accounting policies and procedures, including controls and procedures relating to the administration of federal, state and local grant programs. They must have experience designing audit plans and coordinating the performance of audit procedures, and perform compliance and financial statement audits, and actuarial analyses and reports.

B. Which, if any, civil service class(es) normally perform(s) this work? 1684, Auditor II; 1686, Auditor 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?**

Per City Charter Sections 2.115 and 9.117, the work must be performed by independent Certified Public Accountants.

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

A. Explain why civil service classes are not applicable.

Per City Charter Sections 2.115 and 9.117, the work must be performed by independent Certified Public Accountants.

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, per City Charter Sections 2.115 and 9.117, the work must be performed by independent Certified Public Accountants.

**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. Per City Charter Sections 2.115 and 9.117, the work must be performed by independent Certified Public Accountants.
- C. Are there legal mandates requiring the use of contractual services?  
Yes. City Charter Sections 2.115 and 9.117.
- 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. Macias Gini & O'Connell LLP was the highest ranked Proposer for 2015 RFP and for this 2022 RFP for audit & actuarial services.

**7. Union Notification:** On 01/06/2023, the Department notified the following employee organizations of this PSC/RFP request:  
Architect & Engineers, Local 21; Management & Superv Local 21; Prof & Tech Eng, Local 21;  
Professional & Tech Engrs, Local 21

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

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

Address: 1 Dr. Carlton B. Goodlett Place, Rm 306 San Francisco, CA 94102

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 43203 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/06/2023

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



**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [joyce.kimotsuki@sfgov.org](mailto:joyce.kimotsuki@sfgov.org)  
**To:** [Kimotsuki, Joyce \(CON\); Laxamana, Junko \(DBI\); amakayan@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; Kimotsuki, Joyce \(CON\); DHR-PSCCoordinator, DHR \(HRD\)](mailto:Kimotsuki, Joyce (CON); Laxamana, Junko (DBI); amakayan@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; Kimotsuki, Joyce (CON); DHR-PSCCoordinator, DHR (HRD)@ifpte21.org)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 43203 - 22/23  
**Date:** Friday, January 6, 2023 12:45:04 PM

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RECEIPT for Union Notification for PSC 43203 - 22/23 more than \$100k

The CONTROLLER -- CON has submitted a request for a Personal Services Contract (PSC) 43203 - 22/23 for \$27,000,000 for Initial Request services for the period 04/01/2023 – 06/30/2031. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/19720> 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)**

**Over 5-year PSC Justification for PSC 43203-22.23**

The Controller's Office requests that the PSC cover over 5 years since the resulting contracts will have options to renew depending on the departments' service needs. The Controller's Office plans to implement the services across all various City and County of San Francisco (City) departments using a multi-year approach. This multi-year approach will provide the consultants with the Citywide overview and provide cost and service efficiencies. The City departments and programs to be audited include but are not limited to Zuckerberg San Francisco General Hospital and Trauma Center, Laguna Honda Hospital, San Francisco Employees' Retirement System, Successor Agency to the Redevelopment Agency of the City and County of San Francisco, San Francisco Health Service System, City and County of San Francisco International Airport, Port of San Francisco, San Francisco Finance Corporation, San Francisco Public Utilities Commission, San Francisco Municipal Transportation Agency, Various State of California Project Grants, City and County of San Francisco Retiree Health Benefit Trust Fund, City's Workers' Compensation and General Liability Programs.

## **SEC. 2.115. FINANCIAL AUDIT.**

The Board of Supervisors shall select a firm or firms of independent accountants to audit and report upon the annual financial statements of the City and County.

## **SEC. 9.117. ESTABLISHMENT OF AUDIT COMMITTEE OF THE BOARD OF SUPERVISORS.**

On or before the operative date of this Charter and until this requirement is changed by the Board of Supervisors, the Board of Supervisors shall establish through its rules an Audit Committee.

The Audit Committee shall:

1. Maintain a direct and separate line of communication between the Board of Supervisors and the City and County's independent auditor;
2. Meet with the independent auditor to review the audited annual financial statement and the auditor's report on such matters as the quality and depth of management and compliance;
3. Recommend appropriate action to be taken by the Board of Supervisors to implement recommendations contained in the audit report;
4. Follow up, as necessary, to ensure that approved recommendations are promptly implemented; and
5. Perform other duties as assigned by the Board of Supervisors.

**City and County of San Francisco**  
**Sourcing Event ID 000006715**  
**CON | RFP 2022-01**  
**Request for Proposals for**  
**Citywide Audit and Actuarial Services**



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

**Solicitation Schedule\***

Request for Proposals (RFP) Issuance	3/15/2022
Contract Monitoring Division (CMD) Technical Assistance Period: Email: <a href="mailto:Regina.Chan@sfgov.org">Regina.Chan@sfgov.org</a>	3/15/2022-4/24/2022
Deadline for RFP Questions via email to <a href="mailto:CentralContracts@sfgov.org">CentralContracts@sfgov.org</a>	3/21/2022 at 5:00 pm PT
CMD Pre-Proposal Remote Conference <b>Strongly Recommended</b> - Questions and Answers (QA) limited to CMD requirements, vendor compliance, RFP process. - QA is not for Scope of Work or project questions (which must be emailed by Deadline for RFP Questions).  Microsoft Teams meeting <b>Join on your computer or mobile app</b> <a href="#">Click here to join the meeting</a> <b>Or call in (audio only)</b> +1 415-906-4659,,232625564# United States, San Francisco Phone Conference ID: 232 625 564#	3/22/2022 at 1:00 pm PT
Answers to RFP Questions Available at SF City Partner Portal	3/28/2022
Deadline for Courtesy Email for Intent to Respond via email to <a href="mailto:CentralContracts@sfgov.org">CentralContracts@sfgov.org</a>	4/15/2022
<b>Deadline for RFP Proposals</b>	<b>4/25/2022 at 11:00 am PT</b>
Short-Listing Notification for Oral Interviews for up to Top 3 Highest Ranked Proposers for each Group	6/8/2022-6/27/2022
Period for Protesting Short-Listing Notification of Oral Interviews for up to Top 3 Highest Ranked Proposers for each Group	Within three (3) business days of the City's issuance of Short-Listing Notification of Oral Interview.
Oral Interviews for up to top 3 Highest Ranked Proposers for each Group	6/13/2022-6/30/2022
Notice of Intent to Award	9/1/2022
Period for Protesting Notice of Intent to Award	Within three (3) business days of the City's issuance of a Notice of Intent to Award.
Contract Administrator	Joyce Kimotsuki Contracts Manager Office of the Controller Email: <a href="mailto:CentralContracts@sfgov.org">CentralContracts@sfgov.org</a>

For questions on CMD Forms and requirements, please immediately contact the CMD Officer:	Regina Chan Email: <a href="mailto:Regina.Chan@sfgov.org">Regina.Chan@sfgov.org</a> Website: <a href="http://www.sfgov.org/cmd">www.sfgov.org/cmd</a>
For questions on How to become a Bidder and submit Proposal using SF City Partner Portal	Job Aid: <a href="https://sfcitypartnersupport.sfgov.org/support/solutions/11000049605">https://sfcitypartnersupport.sfgov.org/support/solutions/11000049605</a>  User Support: <a href="https://sfcitypartner.sfgov.org/pages/contact.aspx">https://sfcitypartner.sfgov.org/pages/contact.aspx</a> User Support tel. (415) 944-2442 Mon-Fri 8:30am-5:00pm PT

\* These dates are tentative and subject to change. It is the responsibility of the Proposer to check for any Addenda to this Solicitation or other pertinent information posted in the City’s Supplier Portal. All times are Pacific Time (PT).

For Groups 1-11, the LBE Subcontracting Requirement for any Contract awarded pursuant to this Solicitation shall be 10% (ten percent) of the total value of the services procured. In order to be responsive, Proposers must meet the LBE requirement for Groups 1-11. See RFP Attachment 3 and 4 for more information. Please review the City’s LBE Good Faith Outreach requirements referenced in RFP Attachment 3. There are strict time-sensitive deadlines.

If you have questions regarding CMD LBE requirements, please immediately contact Regina Chan at [Regina.Chan@sfgov.org](mailto:Regina.Chan@sfgov.org).

For Group 12, there shall be no LBE Subcontracting Requirement for any Contract awarded pursuant to this Solicitation.

**Attachments**

- Attachment 1: City’s Proposed Agreement Terms
- Attachment 2: Proposer Questionnaire and References
- Attachment 3: CMD Form 3
- Attachment 4: CMD LBE Participation and Good Faith Outreach Forms
- Attachment 5: Written Proposal Template
- Attachment 6: (Reserved) Price Proposal Template
- Attachment 7: First Source Hiring Form
- Attachment 8: HCAO and MCO Declaration Forms
- Attachment 9: (Reserved) Sweatfree Ordinance Forms
- Attachment 10: Notification of Submission of Proposal (SF Ethics Commission) –Notification Purposes Only

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# I. INTRODUCTION AND SOLICITATION SCHEDULE

## A. Introduction

### 1. General

This Request for Proposals (hereinafter “RFP” or “Solicitation”) is being issued by the Office of the Controller (hereinafter, “Controller’s Office” or “City”) on behalf of all City Departments for audit and actuarial services.

The City has approximately 65 departments, ranging from small to very large. Some departments maintain facilities located outside of the geographic limits of the City. City Departments shall order goods and/or services covered by the awarded contract(s) through the issuance of individual Purchase Orders and/or Task Orders which shall be released against the awarded contract(s) during the contract term.

#### General terms used in this RFP:

“Proposer” refers to any entity submitting a proposal to this Request for Proposals (“RFP”).

“Contractor” refers to any Proposer awarded a contract for services under this RFP.

“Contract Monitoring Division” (“CMD”) of the City and County of San Francisco implements and enforces the Chapter 12B Equal Benefits Ordinance and the Chapter 14B Local Business Enterprise Ordinance adopted by the Mayor and the Board of Supervisors to protect the public interest in equality throughout the City & County of San Francisco’s governmental contracting process

“Local Business Enterprise” (“LBE”) program of the CMD promotes the participation of certified local businesses in City Contracts by offering certain benefits that make their bids/proposals/qualifications more competitive than those submitted by non-local businesses.

The City issues an Annual Comprehensive Financial Report (“ACFR”). The ACFR is prepared according to the financial reporting requirements of the Governmental Accounting Standards Board (“GASB”), Basic Financial Statements – and Management’s Discussion and Analysis (“MD&A”) – for State and Local Governments (“GASB”).

### 2. RFP Overview

San Francisco is the fourth largest city in California and serves as a center for business, commerce and culture for the West Coast. The City and County of San Francisco (“City”) established by Charter in 1850, is a legal subdivision of the State of California with the governmental powers of both a city and a county under California law. The City’s powers are exercised through a Board of Supervisors serving as the legislative authority, and a Mayor and other independently elected officials serving as the executive authority.

The purpose of this RFP is to invite Proposals from qualified\* firms to perform annual audits of the financial statements for Groups 1 through 11 and an actuarial valuation for Group 12, as described below in RFP A., Section 2. RFP Overview. Multiple contracts may be awarded at the City’s sole and absolute discretion in accordance with San Francisco Administrative Code, Section 21.8.

**Group 1:** Annual Comprehensive Financial Report (ACFR), General City, Zuckerberg San Francisco General Hospital and Trauma Center, Laguna Honda Hospital, Single Audit, and Other Funds

- Group 2:** San Francisco Employees' Retirement System
- Group 3:** Successor Agency to the Redevelopment Agency of the City and County of San Francisco
- Group 4:** San Francisco Health Service System Other Employment Benefit Trust Fund
- Group 5:** City and County of San Francisco International Airport
- Group 6:** Port of San Francisco
- Group 7:** San Francisco Finance Corporation
- Group 8:** San Francisco Public Utilities Commission (4 funds)
- Group 9:** San Francisco Municipal Transportation Agency
- Group 10:** Various State of California Project Grants
- Group 11:** City and County of San Francisco Retiree Health Benefit Trust Fund
- Group 12:** Actuarial Valuations of City's Workers' Compensation and General Liability Programs

\*Proposers must meet the Minimum Qualifications described in RFP Section VIII to be considered for evaluation. For Minimum Qualifications details, refer to RFP Attachment 5. The selected Contractor(s) shall ensure it provides services compliant with all standards and requirements in accordance with generally accepted auditing standards and requirements as promulgated by American Institute of Certified Public Accountants ("AICPA"), the Governmental Accounting Standards Board ("GASB"), and the Office of Management and Budget ("OMB").

### 3. General Background and Structure of City & County of San Francisco

San Francisco is a city and county chartered by the State of California pursuant to Article II, Sections 6 and 8 of the California Constitution. It is the only one of its kind in California, and as such can exercise the powers of both a city and county under State law. Education functions are carried out by the San Francisco Unified School District and the San Francisco Community College District, each with a separate governing board.

The City is one of the largest and most complex municipalities in the State of California. The City is governed primarily by its Charter ("City Charter" or "Charter"). The original Charter was adopted in 1931 and was in effect until June 30, 1996. On November 7, 1995, voters approved Proposition E for the adoption of a new Charter. The new Charter took effect July 1, 1996. Both the old and new Charter provide for an elected Board of Supervisors consisting of eleven members and an elected mayor who serves as chief executive officer. Under the Charter, the Controller serves as the chief fiscal officer of the City. For a current organization chart of the City, see Page xiii of the 2021 Annual Comprehensive Financial Report ("ACFR") at the following web address: <https://sfcontroller.org/sites/default/files/Documents/CCSF%20ACFR%20FY2021.pdf>.

City Charter Section 9.117 calls for the establishment of an Audit Committee of the Board of Supervisors. The Audit Committee shall:

- a) Maintain a direct and separate line of communication between the Board of Supervisors and the City and County's independent auditor;
- b) Meet with the independent auditor to review the audited annual financial statement and the auditor's report on such matters as the quality and depth of management and compliance;
- c) Recommend appropriate action to be taken by the Board of Supervisors to implement recommendations contained in the audit report;
- d) Follow up, as necessary, to ensure that approved recommendations are promptly implemented; and
- e) Perform other duties as assigned by the Board of Supervisors.

The Board of Supervisors Government Audit and Oversight Committee will review the recommendation of the Controller’s Office Evaluation Team for the selection of the Contractors.

Upon completion of the annual audits, the ACFR is provided to the Board of Supervisors Government Audit and Oversight Committee (“Committee”). In addition, the management letters are presented to the Committee for review.

#### 4. Annual Financial Audits

In compliance with City Charter Section 2.115 and California Government Code Sections 25250 and 25253, the City is required to have annual audits performed by independent public accounting firms for the following entities and areas:

Annual Comprehensive Financial Report (“ACFR”)  
Office of the Controller (General City)  
Zuckerberg San Francisco General Hospital and Trauma Center  
Laguna Honda Hospital  
Single Audit  
Other Funds  
San Francisco Employees’ Retirement System  
Office of Community Investment and Infrastructure (Successor Agency to the Redevelopment Agency of the City & County of San Francisco)  
San Francisco Health Service System Other Employment Benefit Trust Fund  
City and County of San Francisco International Airport  
Port of San Francisco  
San Francisco Public Utilities Commission – San Francisco Water Enterprise  
San Francisco Public Utilities Commission – San Francisco Wastewater Enterprise  
San Francisco Public Utilities Commission – Hetch Hetchy Water and Power and CleanPowerSF  
San Francisco Municipal Transportation Agency  
As-needed accounting and auditing services

Audits shall be conducted in accordance with generally accepted auditing standards and requirements as promulgated by AICPA, GASB, and OMB.

#### B. Anticipated Contract Term

A contract awarded pursuant to this Solicitation is estimated to have an original term of up to four years. The City at its sole, absolute discretion, is estimated to have the option to extend the term for up to three additional years for a total of seven years. Based on negotiations, actual contract term and budget may vary depending upon service needs and Contractor performance at the City’s sole discretion.

#### C. Anticipated Contract Not to Exceed Amount

The not to exceed (“NTE”) amount for a contract awarded pursuant to this Solicitation cannot be anticipated at the time of this Solicitation but shall be based on the selected Proposal. Should the contract be extended, the NTE may proportionally increase as well.

Proposers must submit a full seven (7)-year budget in RFP Attachment 5. All proposal budgets will be evaluated (in accordance with RFP Section IX. Written Proposal, C. Approach and Cost, 5. Reasonableness and Clarity of Cost Estimate). Although the City requests for year one (1) through year four (4) that the annual budget for services shall not exceed the current fiscal year

end budget, proposals that exceed the current budget (see RFP Section IV. J. Annual Budget for Services) will be considered. If a proposal exceeds the current budget (see RFP Section IV. J. Annual Budget for Services), then the Proposer must submit written justification in RFP Attachment 5.

The City requests a four-year rate lock with a maximum 3% annual increase for the remaining three years. Based on negotiations, actual contract term and budget may vary, depending upon service needs and Contractor performance at the City's sole discretion. Proposer(s) selected must be available to commence work on or before June 1, 2023. The above information in Anticipated Contract Not to Exceed Amount shall supersede any conflicting language in the RFP.

**D. Reserved (Indefinite Quantity, As-Needed Contract).**

**E. Cooperative Agreement**

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

**F. Public Disclosure**

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

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

**G. Limitation on Communications During Solicitation**

From the date this Solicitation is issued until the date the competitive process of this Solicitation is completed (either by cancelation or final Award), Proposers and their subcontractors, vendors, representatives and/or other parties under Proposer's control, shall communicate solely with the Contract Administrator whose name appears in this Solicitation. Any attempt to communicate with any party other than the Contract Administrator whose name appears in this Solicitation – including any City official, representative or employee – is strictly prohibited. Failure to comply with this communications protocol may, at the sole discretion of City, result in the disqualification

of the Proposer or potential Proposer from the competitive process. This protocol does not apply to communications with the City regarding business not related to this Solicitation.

## H. Solicitation Schedule

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

### Solicitation Schedule\*

Request for Proposals (RFP) Issuance	3/15/2022
Contract Monitoring Division (CMD) Technical Assistance Period: Email: <a href="mailto:Regina.Chan@sfgov.org">Regina.Chan@sfgov.org</a>	3/15/2022-4/24/2022
Deadline for RFP Questions via email to <a href="mailto:CentralContracts@sfgov.org">CentralContracts@sfgov.org</a>	3/21/2022 at 11:00 am PT
CMD Pre-Proposal Remote Conference <b>Strongly Recommended</b> - Questions and Answers (QA) limited to CMD requirements, vendor compliance, RFP process. - QA is not for Scope of Work or project questions (which must be emailed by Deadline for RFP Questions).  Microsoft Teams meeting <b>Join on your computer or mobile app</b> <a href="#">Click here to join the meeting</a> <b>Or call in (audio only)</b> <a href="tel:+14159064659">+1 415-906-4659</a> , 232625564# United States, San Francisco Phone Conference ID: 232 625 564#	3/22/2022 at 1:00 pm PT
Answers to RFP Questions Available at SF City Partner Portal	3/28/2022
Deadline for Courtesy Email for Intent to Respond via email to <a href="mailto:CentralContracts@sfgov.org">CentralContracts@sfgov.org</a>	4/15/2022
<b>Deadline for RFP Proposals</b>	<b>4/25/2022 at 11:00 am PT</b>
Short-Listing Notification for Oral Interviews for up to Top 3 Highest Ranked Proposers for each Group	6/8/2022-6/27/2022
Period for Protesting Short-Listing Notification of Oral Interviews for up to Top 3 Highest Ranked Proposers for each Group	Within three (3) business days of the City’s issuance of Short-Listing Notification of Oral Interview.
Oral Interviews for up to top 3 Highest Ranked Proposers for each Group	6/13/2022-6/30/2022
Notice of Intent to Award	9/1/2022
Period for Protesting Notice of Intent to Award	Within three (3) business days of the City's issuance of a Notice of Intent to Award.
Contract Administrator	Joyce Kimotsuki Contracts Manager Office of the Controller Email: <a href="mailto:CentralContracts@sfgov.org">CentralContracts@sfgov.org</a>



For questions on CMD Forms and requirements, please immediately contact the CMD Officer:	Regina Chan Email: <a href="mailto:Regina.Chan@sfgov.org">Regina.Chan@sfgov.org</a> Website: <a href="http://www.sfgov.org/cmd">www.sfgov.org/cmd</a>
For questions on How to become a Bidder and submit Proposal using SF City Partner Portal	Job Aid: <a href="https://sfcitypartnersupport.sfgov.org/support/solutions/11000049605">https://sfcitypartnersupport.sfgov.org/support/solutions/11000049605</a>  User Support: <a href="https://sfcitypartner.sfgov.org/pages/contact.aspx">https://sfcitypartner.sfgov.org/pages/contact.aspx</a> User Support tel. (415) 944-2442 Mon-Fri 8:30am-5:00pm PT

\*Dates are subject to change. It is the responsibility of the Proposer to check the website for updates on a regular basis. All times are Pacific Time.

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

### I. How to Register as a City Supplier

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

**Step 1:** Register as a BIDDER at City’s Supplier Portal:  
<https://sfcitypartner.sfgov.org/pages/index.aspx>

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

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

## **J. Proposal Questions and Submissions**

### **1. Proposer Questions and Requests for Clarification**

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

### **2. Proposal Format**

Proposals must be created using a word processing software (e.g., Microsoft Word or Excel). The document must have page margins of at least .5" on all sides. Information must be provided at a level of detail that enables effective evaluation and comparison between Proposals. Failure to follow formatting, submission, or content requirements, as well as page limit restrictions (if any), may negatively impact the evaluation of your Proposal. Complete, but concise proposals, are recommended for ease of review by the Evaluation Team. Marketing and sales type information should be excluded. All parts, pages, figures, and tables should be numbered and clearly labeled.

### **3. Time and Place for Submission of Proposals**

Prior to the Deadline for RFP Proposals, Proposers must upload their complete Proposals into the City's Supplier Portal: <https://sfcitypartner.sfgov.org/pages/index.aspx>. Late submissions will not be considered. Please note that the SF City Partner Portal has a hard-stop at the Deadline for RFP Proposals and will become inaccessible within the next second. Each original Proposal received will be screened to ensure that all content required by this Solicitation is included. Partial or complete omission of any required content may disqualify Proposals from further consideration. Late Proposal submissions will not be considered and failure to adhere to the above requirements may result in the complete rejection of your Proposal.

**Proposers are encouraged to upload their Proposals to the SF Supplier Portal as early as possible to address any technical issues that may arise during the submission process.** Please reference Event ID **xx** when contacting User Support for any troubleshooting: <https://sfcitypartner.sfgov.org/pages/contact.aspx> or tel. (415) 944-2442, 8:30 am – 5:00 pm PST, Monday through Friday. In the event a Proposer is unable to upload its complete Proposal into the SF Supplier Portal, Proposer must email its Proposal to the Contract Administrator whose name and contact information appears on the cover page of this Solicitation prior to the Deadline for RFP Proposals and request confirmation of receipt. Proposer must include in its email: (a) documentation (e.g., screenshots) verifying its inability to upload its Proposal into the SF Supplier Portal and (b) a detailed justification explaining why it was not able to have the issue addressed prior to the Deadline for RFP Proposals.

## **K. Proposal Selection**

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

## **L. Contract Terms and Negotiations**

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

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

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

## **M. Protest Procedures**

### **1. Protest of Non-Responsiveness Determination**

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

### **2. Protest of Non-Responsible Determination**

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

### **3. Protest of Short-Listing Notification of Oral Interviews**

Within three (3) business days of the City's issuance of the Short-Listing Notification of Oral Interviews, if Proposer has not advanced to Oral Interviews and wishes to protest, they are advised to do so at this time rather than at the time of Notice of Intent to Award as outlined in the following section.

### **4. Protest of Contract Award**

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



## 5. Delivery of Protests

A Notice of Protest must be written. Protests made orally (e.g., by telephone) will not be considered. A Notice of Protest must be delivered by email to the Contract Administrator whose name and contact information appears on the cover page to this Solicitation and received by the due dates stated above. A Notice of Protest shall be transmitted by a means that will objectively establish the date the City received the Notice of Protest.

## 6. Protest Review

The Controller's Office will confirm receipt of notice of protest by Proposer which must be submitted in accordance to above Sections M.1, M.2, M.3, and M.4. If a Proposer submits a complete and timely protest, the Controller's Office will review notice of protest soon after receipt of the protest to determine validity of notice, including but not limited to: i) receipt by due date; ii) inclusion of a written statement specifying in detail each and every one of the grounds asserted for the protest; iii) signed by an individual authorized to represent the Proposer; iv) citation of the law, rule, local ordinance, procedure, or RFP provision on which the protest is based; and v) specification of facts and evidence sufficient for the City to determine the validity of the protest. A Proposer may not rely on a Protest submitted by another Proposer but must timely pursue its own Protest.

The City, at its discretion, may make a determination regarding a protest without requesting further documents or information from the Proposer who submitted the protest. Accordingly, the initial protest must include all grounds of protest and all supporting documentation or evidence reasonably available to the prospective Proposer at the time the protest is submitted. If the Proposer later raises new grounds or evidence that were not included in the initial protest, but which could have been raised at that time, then the City may not consider such new grounds or new evidence.

If the notice of protest is determined to be valid, the Controller's Office shall review facts and evidence to determine the outcome of the protest, citing any applicable laws, rules, ordinances, procedures, and/or provisions. The review shall be an informal process, conducted by the Controller's Office or its designee, and will be based upon the information submitted by the Proposer in its protest letter. The Controller's Office may seek input from the City Attorney's Office, Office of Contract Administration, Contract Monitoring Division, and/or other City departments as needed or appropriate. The Controller's Office will notify the Proposer in writing of its decision at the conclusion of the review. The Controller's Office or its designee shall make the final determination regarding the outcome of the protest. The decision of the Controller's Office or its designee is final.

## II. CITY'S SOCIAL POLICY REQUIREMENTS

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

**A. Proposers Unable to do Business with the City**

**1. Generally**

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

**2. Administrative Code Chapter 12X**

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

**3. Administrative Code Chapter 12B**

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

**B. Reserved. (Prevailing Wage Ordinance)**

**C. Health Care Accountability Ordinance**

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

**D. Minimum Compensation Ordinance**

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

**E. First Source Hiring Program**

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

**F. Reserved. (Sweatfree Procurement)**

**G. Other Social Policy Provisions**

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

**III. Local Business Enterprise (LBE) Program Requirements**

**A. Application of LBE Bid Discounts and Rating Bonuses**

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

**1. General and Professional Services**

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

**2. Professional Services by Joint Ventures**

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

If applying for an LBE rating discount as a Joint Venture (JV), the Micro and /or Small-LBE must be an active partner in the JV and perform work, manage the job and take financial risks in proportion to the required level of participation stated in the Proposal, and must be responsible for a clearly defined portion of the work to be performed and share in the ownership, control, management responsibilities, risks, and profits of the JV. The portion of the Micro and/or Small-LBE JV's work shall be set forth in detail separately from the work to be performed by the non-LBE JV. The Micro and/or Small-LBE JV's portion of the contract must be assigned a commercially useful function.

## **B. LBE Subcontracting Requirements**

### **1. LBE Subcontracting Participation Requirements**

For Groups 1-11, the LBE Subcontracting Requirement for any Contract awarded pursuant to this Solicitation shall be 10% (ten percent) of the total value of the services procured. In order to be responsive, Proposers must meet the LBE goal for Groups 1-11. See RFP Attachment 3 and 4 for more information. Please review the City's LBE Good Faith Outreach requirements referenced in RFP Attachment 3. There are strict time-sensitive deadlines. If you have questions regarding CMD LBE requirements, please immediately contact Regina Chan at [Regina.Chan@sfgov.org](mailto:Regina.Chan@sfgov.org).

For Group 12, there shall be no LBE Subcontracting Requirement for any Contract awarded pursuant to this Solicitation.

### **2. LBE Subcontracting and Good Faith Outreach Forms**

**For Groups 1-11**, because LBE Subcontracting Participation Requirements apply to Contracts awarded pursuant to this Solicitation, Proposers must submit response packages that include the following LBE Subcontracting Requirements and Good Faith Outreach Forms, which can be found in Attachment 4 of this Solicitation. The applicable forms are:

- (a) **CMD Form 2A:** LBE Subcontracting Form
- (b) **CMD Form 2B:** Good Faith Outreach Form. Proposer must obtain at least 80 points in order to achieve adequate good faith outreach. If a contractor's proposed LBE subcontracting participation exceeds the LBE Subcontracting Participation Requirement for a Resulting Contract by at least 35%, the contractor is excused from conducting or documenting its good faith efforts.
- (c) **CMD Form 3:** CMD Compliance Affidavit
- (d) **CMD Form 4:** Joint Venture Form (if applicable)
- (e) **CMD Form 5:** Employment Form

Failure to complete, sign and submit each of the required LBE Subcontracting Requirements and Good Faith Outreach Forms with Proposers' Proposals may result in the response package being deemed non-responsive and rejected.

**For Group 12**, although LBE Subcontracting Participation Requirements do not apply to Contracts awarded pursuant to this Solicitation, Proposers responding to this Solicitation must submit response packages that include the LBE Subcontracting Forms included in Attachment 4, *with the exception of CMD Form 2B entitled "Good Faith Outreach Form"*. The applicable forms are:

- (a) **CMD Form 2A:** LBE Subcontracting Form
- (b) **CMD Form 3:** CMD Compliance Affidavit
- (c) **CMD Form 4:** Joint Venture Form (if applicable)
- (d) **CMD Form 5:** Employment Form

Failure to complete, sign and submit each of the required LBE Subcontracting Requirements and Good Faith Outreach Forms with Proposers' Proposals may result in the response package being deemed non-responsive and rejected.

### 3. **CMD Compliance Officer**

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

Regina Chan  
Contract Monitoring Division  
City and County of San Francisco  
Email: Regina.Chan@sfgov.org  
Website: [www.sfgov.org/cmd](http://www.sfgov.org/cmd).

### 4. **LBE Payment and Utilization Tracking**

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

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

Failure to submit all required payment information to the City's Supplier Portal Payment Module with each payment request may result in the withholding of 20% of subsequent payments due.

Self-Service Training is located at this link:

<https://sfcitypartnersupport.sfgov.org/support/solutions/11000049605>

## **IV. GOODS AND SERVICES REQUESTED**

### **A. Goods and/or Services Requested**

This Solicitation is being issued by the Controller's Office. The Controller's Office is seeking Proposals from qualified firms to perform annual audits of financial statements for Groups 1 through 11 and an actuarial valuation for Group 12. Multiple contracts may be awarded at the City's sole and absolute discretion in accordance with San Francisco Administrative Code, Section 21.8.

### **B. General Information**

1. This scope of work is a general guide to the work the City expects to be performed, and is not a complete listing of all services that may be required or desired
2. To minimize duplication of effort and to allow the City to coordinate data requests and data available for the services requested within this RFP, as well as for previous and future engagements, the selected Contractor's findings and data may be shared by the City with other City contractors, as deemed appropriate by the City.
3. The City has decided it will not structure the services requested in this RFP to be provided under a single lead audit firm. This means that the Contractor selected for



Group 1 will, in their audit opinion on the City’s general purpose financial statements, make reference to the work performed by other contracted audit firms.

4. Qualified Proposers may bid on each Group, as defined in RFP Section IV. C. Groups. Proposals should include a separate fee and hour estimate for each entity within a selected Group. The City may award multiple contracts for the services requested under this RFP. See RFP Attachment 5.
5. Each Proposer should demonstrate its capabilities by providing accurate, descriptive summaries of representative engagements (“Prior Engagement Descriptions”) as part of RFP Attachment 5.
6. For each Group, the City will negotiate the specific scope of services, budget, deliverables, and timeline with the highest-scoring Proposers selected for contract negotiations. There is no guarantee of a minimum amount of work or compensation for any Proposers selected for contract negotiations.
7. Enterprise Funds account for operations and activities, which render services on a user-charge basis to the general public.
8. Firms must be available to present plans and results of audits to Boards or Commissions at a minimum of one (1) to three (3) times per year. Some meetings may require in-person communication and in-person presentations to Boards and Commissions upon short notice as permitted by the City’s COVID-19 policies. Any in-person work conducted by the Contractor must be in compliance with the City’s Contractor Vaccination Policy.

### **C. Groups**

The purpose of the RFP is to invite proposals from interested firms to perform annual audits of the financial statements of the reporting entities listed below (Groups 1 through 11) and to perform an actuarial valuation of the City’s workers’ compensation and general liability programs (Group 12). Note that these Groups may be reorganized or changed to comply with GASB reporting requirements or the City’s needs.

- |         |  |
|---------|--|
| Group 1 | Annual Comprehensive Financial Report (“ACFR”)<br>General City<br>Zuckerberg San Francisco General Hospital and Trauma Center<br>Laguna Honda Hospital<br>Single Audit<br>Other Funds – Treasure Island Development Authority (“TIDA”) |
| Group 2 | San Francisco Employees’ Retirement System   |
| Group 3 | Office of Community Investment and Infrastructure (Successor Agency to the San Francisco Redevelopment Agency)   |
| Group 4 | San Francisco Health Service System Other Employment Benefit Trust Fund  |

- Group 5 City and County of San Francisco International Airport – including Schedule of Passenger Facility Charge Revenues and Expenditures, Single Audit
- Group 6 Port of San Francisco
- Group 7 San Francisco Finance Corporation
- Group 8 San Francisco Public Utilities Commission – Annual Comprehensive Financial Report (“ACFR”)  
San Francisco Public Utilities Commission – San Francisco Water Enterprise  
San Francisco Public Utilities Commission – San Francisco Wastewater Enterprise  
San Francisco Public Utilities Commission – Hetch Hetchy Water and Power and CleanPowerSF
- Group 9 San Francisco Municipal Transportation Agency (“SFMTA”) – that includes sub-groups 9A and 9B.  
  
9A: SFMTA Financial Audit, Single Audit, Transportation Development Act (“TDA”) Compliance Report, Agreed-Upon Procedures Report for SFMTA’s National Transit Database Report, and other Agreed-Upon Procedures as needed.  
  
9B: Agreed-Upon Procedures Report for Revenue Bonds and for additional as-needed services requested by the City.
- Group 10 Various State of California Project Grants including Transportation Development Act Local Transportation Fund (“LTF”) Transportation Development Act Projects for Department of Public Works and MTA, and Department of Insurance (“DOI”).
- Group 11 City and County of San Francisco Retiree Health Care Trust Fund (Post-Employment Health Benefits)
- Group 12 Actuarial Valuations of City’s Workers’ Compensation and General Liability Programs

The audit contracts awarded to the selected Contractors for Groups 1-11 shall cover annual examinations of the financial statements of the entities noted above for the four fiscal years ending June 30, 2023, 2024, 2025, and 2026 , after which time the City may exercise options for renewal for the three fiscal years ending June 30, 2027, 2028, 2029.

Proposers that are awarded a contract for Groups 1-11 will automatically be added to a list of firms pre-qualified for as-needed accounting and auditing services through June 30, 2027.

## D. Group 1

Group 1: Annual Comprehensive Financial Report (“ACFR”): General City, Zuckerberg San Francisco General Hospital and Trauma Center, Laguna Honda Hospital, Single Audit, Other Funds – Treasure Island Development Authority (“TIDA”)

Group 1 shall include the audit of the General City, ACFR, Single Audit, and other funds for the four fiscal years ending June 30, 2023, 2024, 2025, and 2026, after which time the City may exercise options for renewal for the three fiscal years ending June 30, 2027, 2028, and 2029.

The selected Contractor shall perform examinations of the individual financial statements of the various reporting entities of the City in accordance with generally accepted auditing standards as promulgated by the AICPA and the GASB with the objectives of expressing an opinion on the financial statements.

The selected Contractor shall perform the procedures necessary to ensure that the reporting entities may use the Contractor’s opinion on the general purpose financial statements in connection with any official statements for public debt issuance. The City and/or its independent financial reporting entities will negotiate separately any fees for services beyond the usage of the Contractor’s audit opinion.

Examinations shall comply with the requirements of the Office of Management and Budget (“OMB”) Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards, also known as the “Super Circular”, and related pronouncements relating to the Federal assistance programs listed in the City’s Schedule of Expenditures of Federal Awards. Each selected Contractor shall coordinate the planning and development of testing methods, review these methods with the Controller’s Office and, if deemed necessary by the City, review these methods with the Federal cognizant agency.

Examination of non-governmental secondary recipients is specifically excluded from this RFP. The selected Contractor shall assist the City in responding to inquiries from the Federal agencies on issues related to the audits for which they are responsible.

The selected Contractor shall perform certain agreed-upon procedures relating to the City’s calculation of its appropriation limit in accordance with Article XIII B of the California Constitution. The selected Contractor(s) shall provide a letter documenting the results of the agreed-upon procedures.

### 1. General City

General City refers to the City’s Governmental Funds and all Internal Service Funds except the San Francisco Finance Corporation.

### 2. Annual Comprehensive Financial Report

The City issues an Annual Comprehensive Financial Report (“ACFR”). The ACFR is prepared according to the financial reporting requirements of the Governmental Accounting Standards Board (“GASB”), Basic Financial Statements – and Management’s Discussion and Analysis (“MD&A”) – for State and Local Governments (“GASB”). This report is divided into three sections:

2.1 The *Introductory Section* includes information about the organizational



structure of the City, the City's economy, major initiatives, status of City services, etc.

2.2 The *Financial Section* is prepared in accordance with the GASB requirements, including MD&A, the Basic Financial Statements including notes and the Required Supplementary Information. The Basic Financial Statements include the government-wide financial statements that present an overview of the City's entire financial operations and the fund financial statements that present the financial information of each of the City's major funds, as well as non-major governmental, fiduciary and other funds. Also included in this section is the Independent Auditors' Report on the basic financial statements.

2.3 The *Statistical Section* includes tables containing historical financial data, debt statistics, and miscellaneous social and economic data of the City that are of interest to potential investors in our bonds and to other readers. The data includes ten-year revenue and expenditure information on an inflation-adjusted basis.

The selected Contractor shall perform an examination of the combined financial statements of the City in accordance with generally accepted auditing standards as promulgated by the AICPA with the objectives of expressing an opinion on the general purpose financial statements. The selected Contractor shall also assist the City in meeting the requirements of the Government Finance Officers Association's ("GFOA's") Certificate of Achievement for Excellence in Financial reporting program for the ACFR.

Examinations shall include those entities as set forth in the 2021 ACFR, which are required to be included in the City's financial statements in accordance with the Governmental Accounting Standards Board Section 2100 "defining the reporting entity".

The financial entities included in Groups 2-10 are included in the City's ACFR. This RFP assumes that entities in Groups 2-10 may be audited by firms other than the Contractor selected for Group 1.

Other general and background information may be obtained by reviewing the 2021 ACFR available online at

<https://sfcontroller.org/sites/default/files/Documents/CCSF%20ACFR%20FY2021.pdf>

In past years, auditors audited or reviewed all of the financial statements included in the City's ACFR and have expressed an unqualified opinion upon their respective statements. A Certificate of Achievement for Excellence in Financial Reporting has been presented to the City by the Government Finance Officers Association ("GFOA") for the ACFR. The City will submit the ACFR annually to the GFOA for purposes of evaluation.

### 3. Single Audit

The number of programs and thresholds are subject to change, and should be audited according to OMB updates. The [2020 Single Audit report is available online](#). The 2021 Single Audit report is not yet available.

### 4. Other Funds - Treasure Island Development Authority ("TIDA") Fund

TIDA is a nonprofit public benefit corporation. TIDA was authorized in accordance with the Treasure Island Conversion Act of 1997 and designated as a redevelopment agency pursuant to

Community Redevelopment Law of the State of California. TIDA is governed by seven commissioners who are appointed by the Mayor, subject to confirmation by the City's Board of Supervisors. The specific purpose of TIDA is to promote the planning, redevelopment, reconstruction, rehabilitation, reuse and conversion of the property known as Naval Station Treasure Island. This non-enterprise entity is included in the City's ACFR as a discretely presented component unit.

5. Zuckerberg San Francisco General Hospital and Trauma Center and Laguna Honda Hospital

5.1 The General Hospital Medical Center Fund is an Enterprise Fund established on July 1, 1980, pursuant to the Board of Supervisors Resolution No. 865-81. The accounting and reporting system for San Francisco General Hospital Medical Center is in accordance with Government Code Section 25261 and the Hospital Disclosure Act, Health and Safety Code Sections 440-442.10. San Francisco General Hospital Medical Center is an acute care hospital.

5.2 The Laguna Honda Hospital Fund is an Enterprise Fund established on July 1, 1983. Accounting and reporting systems are in compliance with the Hospital Disclosure Act, Health and Safety Code Sections 440-442.10. Laguna Honda Hospital is an acute care hospital and skilled nursing facility.

**E. Groups 2-10 (Various), Group 11, Group 12**

Groups 2-10 include the audits of the respective entities for the four fiscal years ending June 30, 2023, 2024, 2025, and 2026, after which time the City may exercise options for renewal for the three fiscal years ending June 30, 2027, 2028, and 2029.

The selected Contractors shall perform examinations of the individual financial statements of the various reporting entities of the City in accordance with generally accepted auditing standards as promulgated by the AICPA and the GASB with the objectives of expressing an opinion on the financial statements.

Examinations shall comply with the requirements of the Office of Management and Budget (OMB) Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards, also known as the "Super Circular", and related pronouncements relating to the Federal assistance programs listed in the City's Schedule of Expenditures of Federal Awards. Each selected Contractor shall coordinate the planning and development of testing methods, review these methods with the City's other Contractors and/or the Controller's Office, and, if deemed necessary by the City, review these methods with the Federal cognizant agency. Examination of non-governmental secondary recipients is specifically excluded from this RFP.

The selected Contractors shall assist the City in responding to inquiries from the Federal agencies on issues related to the audits for which they are responsible.

The selected Contractors shall perform the procedures necessary to ensure that the reporting entities may use the Contractor's opinion on the individual financial statements in connection with any official statements for public debt issuance. The City and/or its independent financial

reporting entities will negotiate separately any fees for services beyond the usage of the Contractor's audit opinion.

The selected Contractors shall issue a Departmental Financial Statement ("DFS") on the examination of the individual financial statements. The DFS shall include the financial statements customarily associated with the related Enterprise activities. The financial statements covered by the DFS shall include such explanatory footnotes as considered necessary to disclose all material items. All reports shall be issued in accordance with the timelines developed in the City's closing schedule. Approximate key dates are listed below in Section 2.6, Timing of the Work.

1. Group 1

Note that Group 1 has been described in RFP Section D. above and is not part of this RFP Section E.

2. Group 2

San Francisco Employees' Retirement System

The City Charter provides for this defined benefit pension plan, which covers substantially all employees of the City and County of San Francisco and certain classified employees of the San Francisco Community College and Unified School Districts. This non-enterprise entity is reported in the City's ACFR as a Pension and Other Employee Benefit Trust Fund.

3. Group 3

Office of Community Investment and Infrastructure (Successor Agency to the San Francisco Redevelopment Agency)

The San Francisco Redevelopment Agency, along with all 400 redevelopment agencies in California, was dissolved on February 1, 2012, by order of the California Supreme Court in a decision issued on December 29, 2011 (*California Redevelopment Association et al. v. Ana Matosantos*). On June 27, 2012, the California Legislature passed and the Governor signed AB 1484, a bill making technical and substantive changes to AB 26, the dissolution bill that was found largely constitutional by the Supreme Court on December 29, 2011. In response to the requirements of AB 26 and AB 1484, the City and County of San Francisco has created the Office of Community Investment and Infrastructure as the Successor Agency to the San Francisco Redevelopment Agency ("Successor Agency"). Pursuant to state and local legislation, the Successor Agency is governed by two bodies, the Oversight Board of the Successor Agency and the Commission on Community Investment and Infrastructure. See <http://www.sfocii.org/> for more information.

The report issued for the OCII must include the Single Audit Report, if required by the City.

4. Group 4

San Francisco Health Service System Other Employment Benefit Trust Fund

The Health Service System was established in 1937 by City Charter and provides health care benefits to substantially all active and retired City employees and is partially funded by the City. This non-enterprise entity is reported in the City's ACFR as a Pension and Other Employee Benefit Trust Fund.

5. Group 5

City and County of San Francisco International Airport (“Airport”)

The San Francisco International Airport Fund is an Enterprise Fund authorized and established by City Charter. A five-member Airport Commission is responsible for the operation, development, and maintenance activities of the Airport. The Airport is the principal commercial service airport for the San Francisco Bay Area. The selected Contractor must include the Schedule of Passenger Facility Charge Revenues and Expenditures as part of its fiscal year-end financial statements audit and complete the financial statements audit within 120 calendar days from June 30th. The selected Contractor is also required to perform the Airport’s Single Audit for the same year-end according to the City Controller’s Single Audit schedule.

6. Group 6  
Port of San Francisco (“Port”)

In 1968, the City voters approved a proposition to accept the transfer of the Harbor of San Francisco from the State of California under the terms and conditions set forth in California Statutes of 1968, Chapter 1333. An Enterprise Fund was established in 1969, under the direction of the Port Commission. A five-member Port Commission is responsible for the operation, development and maintenance of the Port.

7. Group 7  
San Francisco Finance Corporation

The San Francisco Finance Corporation (“Finance Corporation”) was created in 1990 by a vote of the electorate to allow the City to lease-purchase \$20 million (plus 5% per year growth) of equipment using tax-exempt obligations. The funds of the Finance Corporation are held with a third party trustee. Although legally separate from the City, the Finance Corporation is reported as if it were part of the primary government because its sole purpose is to provide lease financing to the City. This non-enterprise entity is accounted for as an Internal Service Fund.

8. Group 8  
San Francisco Public Utilities Commission (“SFPUC”)

This includes San Francisco Water Enterprise, San Francisco Wastewater Enterprise, and Hetch Hetchy Water and Power.

- 8.1 ACFR – The SFPUC issues its own separate ACFR, following the same guidelines for the City’s ACFR and submits it to GFOA annually for evaluation. See Section 2.3.2 for information regarding the City’s ACFR.
- 8.2 San Francisco Water Enterprise – This Enterprise Fund accounts for the activities of the San Francisco Water Department and is engaged in the distribution of water to the City and certain suburban areas.
- 8.3 Wastewater Enterprise – This Enterprise Fund was created after voters approved a proposition in 1976 authorizing the City to issue \$240 million in bonds for the purpose of acquiring, constructing, improving and financing improvements to the City’s municipal sewage treatment and disposal system. Effective July 1, 1996, the Clean Water Program was transferred from the Department of Public Works to the San Francisco Public Utilities Commission.

- 8.4 Hetch Hetchy Water and Power and CleanPowerSF– These Enterprise Funds account for the activities of Hetch Hetchy Water and Power and CleanPowerSF, which is engaged in the collection and conveyance of approximately 85% of the City’s water supply and in the generation and transmission of electricity.

In addition to the financial statement audits, the selected Contractor must complete a Suburban Revenue Requirement Audit, an audit of the Statement of Changes in the Balancing Account and Suburban Revenue Requirement Calculation of the San Francisco Water Department and Hetch Hetchy Project in accordance with the 2011 Settlement Agreement and Master Water Sales Contract.

9. Group 9  
Municipal Transportation Agency (“MTA”)

The Municipal Transportation Agency Fund is an Enterprise Fund accounting for the activities of the San Francisco Municipal Transportation Agency (“SFMTA”). The SFMTA was established by Proposition E and passed by the City’s voters in November 1999. The SFMTA oversees the operations of and guidelines for San Francisco Municipal Railway (“MUNI”), parking and traffic, bicycling, walking and taxis.

- 9.1 MUNI was established in 1912 and is responsible for the operations of the City’s public transportation system.
- 9.2 SFMTA’s Sustainable Streets (formerly known as the Department of Parking and Traffic or “DPT”) is responsible for proposing, coordinating and implementing improvements to the City’s streets, transit, bicycles, pedestrians, and parking infrastructure. It manages 19 City-owned garages and 19 metered parking lots. Two non-profit corporations provide operational oversight to three garages, namely Japan Center, Sutter-Stockton, and Union Square. The activities of these nonprofit garages are accounted for in the parking garage fund and are required to have separate financial statements audits.
- 9.3 In March 2009, the former Taxi Commission was merged with the SFMTA, which then has assumed responsibility for taxi regulation to advance industry reforms.
- 9.4 For contextual information only: San Francisco County Transportation Authority (“Transportation Authority”) – The Transportation Authority was created in November 1989 by a vote of the electorate when they approved Proposition B under state law (California Utilities Code Section 13100 et. seq.). The Transportation Authority is responsible for administering the proceeds of the additional one-half cent sales tax in accordance with a transportation expenditure plan also approved by the voters in November 1989. The Transportation Authority is a blended component unit of the City and its activities are accounted for as a special revenue fund. The audit contract of this entity is administered separately through the Transportation Authority and is not part of the services requested in this RFP.

Proposers may include a separate fee and hour estimate for the following:



9.5 9A: MUNI Financial Audit, Single Audit, Transportation Development Act (“TDA”) Compliance Report, Agreed-Upon Procedures Report for MUNI’s National Transit Database Report, and Agreed-Upon Procedures for MUNI’s CalTrans Grants.

As part of Group 9A, in addition to the financial statement audit and Single Audit of the MTA, selected Contractor(s) will be required to complete:

9.5.1 National Transit Database (“NTD”) Report - The San Francisco Municipal Railway (“MUNI”) receives substantial operating and capital Section 9 funding from the United States Department of Transportation’s Federal Transit Administration (“FTA”). As a recipient of grant funds under the Urbanized Area Formula Program (“UAFP”), MUNI is required to submit annually an audited NTD Report. This report provides both financial and operating data, which FTA uses to allocate future UAFP funds. The NTD Report is due 120 days after fiscal year end, or October 31<sup>st</sup>.

9.5.2 Transportation Development Act (TDA) of 1971 Report – MUNI is required to submit an annual audit opinion, which states whether MUNI is in compliance with TDA regulations. This report is due to the City 120 days after fiscal year end, or October 31<sup>st</sup>.

9.5.3 Agreed-Upon Procedures Report for MUNI’s CalTrans Grants.

9.6 9B: Agreed-Upon Procedures Report for SFMTA Revenue Bond and an As-Needed Agreed-Upon Procedures Audit.

As part of Group 9B, selected Contractor(s) will be required to complete:

The Board of Directors of the SFMTA created a Bond Oversight Committee (“BOC”) on December 6, 2011). The BOC has been established to provide public oversight regarding the expenditure of bond proceeds for projects funded by the SFMTA’s revenue bonds and other forms of indebtedness to ensure that bond proceeds are being spent for authorized purposes in accordance with law. The BOC commission oversees the independent review of the disbursement and expenditure of debt proceeds of the Agency and retains outside auditors, inspectors and necessary experts to conduct such independent reviews. The audit must be completed by September 30<sup>th</sup> of each year.

## 10. Group 10

### State of California Project Grants for DOI, LTF and TDA

Currently includes State of California Department of Insurance (“DOI”) grants and also includes Transportation Development Act Local Transportation Fund (“LTF”) and Transportation Development Act (“TDA”) Projects for Department of Public Works. However, Project Grants will not be limited to the above list if more reports become required by the State of California.

10.1 For the DOI grants, the selected Contractor shall perform an examination of the Statements of Source and Status of Cash and the related Statements of Budget and

Cumulative Expenditures of selected grants. The selected Contractor shall issue the required reports.

- 10.2 For the LTF, the selected Contractor shall perform an examination of the financial statements of the respective fund in accordance with the guidelines of the TDA – Statutes and California Code of Regulations. The selected Contractor shall issue the required reports including the Report on Compliance with Regulations Applicable to the Transportation Development Act Local Transportation Fund.
- 10.3 For the TDA Article III Projects of the Department of Public Works and SFMTA, the selected Contractor shall perform an examination of the financial statements of the respective projects in accordance with the guidelines of the TDA – Statutes and California Code of Regulations. The selected Contractor shall issue the required reports including the Report on Compliance with Regulations Applicable to the Transportation Development Act Article III Projects.

#### 11. Group 11

##### City and County of San Francisco Retiree Health Care Trust Fund

Group 11 involves performing an audit to account for the City’s Post Employment Health Benefits for covered employees. This fund is currently referred as the Retiree Health Benefit Trust Fund.

#### 12. Group 12

##### Actuarial Valuations of Workers’ Compensation and General Liability Programs

Group 12 involves performing an actuarial valuation of the City’s workers’ compensation and general liability programs.

The City is self-insured for workers’ compensation losses. The Department of Human Resources, Workers’ Compensation Division administers the City’s workers’ compensation program, which provides benefits on behalf of active and retired City and San Francisco Community College District (“District”) employees who are injured or become ill during the course of or as a result of their employment with the City or District. The Municipal Transportation Authority (“MTA”) is self-insured under a separate self-insurance certificate. A separate actuarial study is required for the MTA.

- 12.1 The purpose of the actuarial study is to estimate the City’s loss liabilities as of June 30th of the respective year and to estimate the expected losses and loss payments for the subsequent fiscal year. The actuarial valuation shall address the following:
1. Review the loss and allocated loss adjustment expense (“ALAE”) liabilities for the workers’ compensation program as of June 30th;
  2. Estimate the Incurred But Not Reported (“IBNR”) reserves as of June 30th; and
  3. Estimate the short-term and long-term portions of the liabilities as of June 30th.
- 12.2 The actuarial report shall include an executive summary, a glossary of actuarial terms, a discussion of the methodologies applied, and the manner in which the reserves were calculated. The reserve calculations must be in accordance with GASB Statement No. 10. The reserves shall be presented in sufficient detail to record the necessary liabilities in the City’s financial statements, including:

1. Provide reserve estimates for workers' compensation losses as of June 30th.
2. Provide reserve estimates for general liability losses as of June 30th.
3. Provide budget projections for all workers' compensation losses for payment year July 1, 2023 to June 30, 2024 (and for successive fiscal years 2025 through 2027, after which time the City may exercise options for renewal for the fiscal years ending June 30, 2027, 2028, and 2029).

12.3 The report shall include separate actuarial reports for MTA's workers compensation and for litigation liability providing:

1. An estimate of the loss and ALAE for the respective program;
2. An estimate of the IBNR reserves; and,
3. An estimate of MTA's short-term and long-term portions of the liability.

#### **F. Management Letters (for Groups 1-11 if applicable)**

In conjunction with the annual financial audits, a management letter for each reporting entity shall be prepared by the selected Contractors, as follows:

1. A management letter shall be prepared upon completion of the audit and issuance of the audit report but not later than January 15 (or other date as set by the City) of each year and shall set forth the following:
  - the findings and recommendations for improvements resulting from a survey of systems of internal control conducted as part of the examination;
  - the findings and recommendations for improvements in the accounting system that were noted during the conduct of the examination;
  - the findings for non-compliance with laws, rules, regulations and charter requirements coming to the attention of the auditor during the course of the examination;
  - any other material items coming to the attention of the auditor in the course of the examination which the auditor feels should be brought to the attention of management and the Board of Supervisors Government Audit and Oversight Committee;
  - a summary listing of all non-material items which were communicated to management;
  - a listing of the status of all management letter comments from prior letters both resolved and unresolved; and
  - management's response to the findings and recommendations noted in the letter.
2. Upon completion and issuance of the letter, the Contractor(s) shall present their findings to the Board of Supervisors Government Audit and Oversight Committee.

#### **G. Timing of the Work**

The following are approximate key dates in connection with the annual audits to be performed under this RFP. These dates apply to the work performed for Groups 1-11 where applicable. Actual dates will be set each year by the City in the master audit plan.



**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**

**Macias Gini & O'Connell LLP**

This Agreement is made this First day of July, 2016, in the City and County of San Francisco, State of California, by and between Macias Gini & O'Connell LLP, 2121 N. California Blvd., Suite 750, Walnut Creek, CA 94596 ("Contractor") and City.

**Recitals**

WHEREAS, the Controller's Office ("Department") wishes to obtain independent auditing and accounting services to comply with City Charter 2.115 and California Government Code Sections 25250 and 25253, which require the City to have annual audits performed by independent public accounting firms for the following entities and areas:

- Group 1: The City's Comprehensive Annual Financial Report (CAFR), General City, Single Audit, and other funds
- Group 2: Employees' Retirement System (ERS)
- Group 3: Redevelopment Agency (RDA) and Financing Authority/ Successor Agency to RDA (beg. FYE 12)
- Group 7: Port of San Francisco
- Group 8: San Francisco Finance Corporation
- Group 11: Various State of California Project Grants
- Group 12: Retiree Health Benefit Trust

**Appendix A**  
**Services to be Provided by Contractor**

This scope of work is a general guide to the work the City expects to be performed, and is not a complete listing of all required or desired services.

**1. OVERVIEW OF SERVICES**

Under the City and County of San Francisco Charter (City Charter), the Controller serves as the chief fiscal officer of the City and County of San Francisco (City).

In compliance with City Charter Section 2.115 and California Government Code Sections 25250 and 25253, the City is required to have its annual financial statement audits performed by independent public accounting firms.

City Charter Section 9.117 calls for the establishment of an Audit Committee of the Board of Supervisors (Committee). The Board of Supervisors Government Audit and Oversight Committee serves as that Committee. The role of the Committee is to:

- a) Maintain a direct and separate line of communication between the Board of Supervisors and the independent auditor;
- b) Meet with the independent auditor to review the audited annual financial statement and the auditor's report on such matters as the quality and depth of management and compliance;
- c) Recommend appropriate action to be taken by the Board of Supervisors to implement recommendations contained in the audit report;
- d) Follow up, as necessary, to ensure that approved recommendations are promptly implemented; and
- e) Perform other duties as assigned by the Board of Supervisors.

Upon completion of the annual audits, the Comprehensive Annual Financial Report (CAFR) and corresponding management letters are provided to the Committee by the Controller's Office.

**2. ROLES AND RESPONSIBILITIES**

2.1 In performing the services provided for in this Agreement, Contractor's Liaison will be Katherine Lai or Cynthia Pon. The Controller's Office Liaison will be Carmen LeFranc or Jocelyn Quintos.

2.2 Through the services and deliverables required under this Agreement, the Contractor shall be expected to successfully meet all audit staffing, timeline, budget, and work product goals and objectives on an annual basis for the term of the Agreement. The Contractor's Liaison (Katherine Lai or Cynthia Pon) shall manage the Contractor's Team to ensure that it completes all work and obligations described in this Agreement.

2.3 The Controller's Office Liaison, in coordination with reporting entity (City department) representatives, will oversee the work of the Contractor, handle all contract administration matters and approve contract payments.

2.4 The Controller's Office Liaison, in his/her sole discretion, has the right to approve or disapprove Contractor's personnel assigned to perform the services under this Agreement at any time throughout the term of this Agreement. The City shall have the right to interview and review the qualifications of any new personnel proposed by the Contractor. Any change to Contractor's managerial (from partner through senior level) personnel must be approved in writing by the City at least fourteen (14) days in advance of assignment of such personnel by the Contractor. Such approval by the City shall not be unreasonably withheld.

2.5 The City will arrange for office space, equipment, internet access and access to the City's online financial system, as determined and approved by the City.

2.6 The City assumes that financial statements and notes will be developed by the City. The Contractor may then be asked to produce the final published financial statements.

2.7 In its sole and absolute discretion, the City will make appropriate staff available to provide assistance to the Contractor. Such assistance may include coordinating the audit field work, identifying locations of required records and documentation, preparing and/or obtaining listings of account balances/transactions, providing reasonable detailed analysis and reconciliation of various accounts being audited and other such tasks which will serve to speed the conduct of the services.

2.8 The City expects that the Contractor will use the City's online financial system to the fullest extent possible to research transactions and analyze account balances in conjunction with their audits.

2.9 The Controller's Office Audits Division may make its internal audit reports available to Contractor and will, to the extent possible, provide staff resources if, in the City's sole and absolute discretion, critical problems are identified by the Contractor, which require staff resources beyond the scope of this Agreement.

2.10 The Contractor shall serve as the City's principal auditor and make reference to the work performed by the other audit firms in their audit opinion on the City's basic financial statements.

### **3. SUMMARY OF SERVICE GROUPS**

The Contractor shall perform annual audits of the financial statements for the following service Groups (also known as reporting entities or components) for fiscal year ending June 30, 2016, June 30, 2017, June 30, 2018, June 30, 2019, June 30, 2020, June 30, 2021, and June 30, 2022.

- Group 1 The City's Comprehensive Annual Financial Report (CAFR), General City, Single Audit, and other funds
- Group 2 Employees' Retirement System
- Group 3 Successor Agency to the Redevelopment Agency and Financing Authority (Successor Agency)

- Group 7 Port of San Francisco
- Group 8 San Francisco Finance Corporation
- Group 11 Various California Project Grants
- Group 12 Retiree Health Benefit Trust

More details regarding the services specific to each Group are in subsequent sections of this Appendix.

**4. ANNUAL GRANT AUDIT SERVICES**

The Contractor shall provide annual grant audit services, as determined by the City, as follows:

Coordinate the planning and development of audit procedures and testing methods, review these methods with the City's other Contractors and/or the Controller's Office, and, if deemed necessary by the City, review these methods with the granting agencies. Examination of non-governmental secondary recipients is specifically excluded from this Agreement. The Contractor shall assist the City in responding to inquiries from the governmental agencies on issues related to the audits for which they are responsible.

**5. ANNUAL FINANCIAL STATEMENT AUDIT SERVICES**

The Contractor shall provide annual financial statement audit services, as determined by the City, for each Group covered by this Agreement as follows:

5.1 Conduct annual financial statement audit services in accordance with generally accepted auditing standards and requirements as promulgated by American Institute of Certified Public Accountants (AICPA), the Governmental Accounting Standards Board (GASB), the Single Audit Act Amendments of 1996, and the federal Office of Management and Budget (OMB) *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* set forth in Title 2 CFR, Subtitle A, Chapter II, Part 200 (Uniform Guidance) (if applicable), and related pronouncements with the objective of having the Contractor express an independent opinion regarding the financial position, changes in financial position and cash flows, where applicable, of the Groups (financial statements) covered by this Agreement.

5.2 Report on internal control related to the financial statements and compliance with applicable major federal programs, laws, regulations, and requirements (including Statement on Auditing Standards 115), as well as the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with the Single Audit Act Amendments of 1996, OMB Uniform Guidance (if applicable) and related governmental audit standards and pronouncements.

5.3 Ensure its examinations comply with the requirements of the Single Audit Act Amendments of 1996 and OMB Uniform Guidance (if applicable) and related pronouncements, relating to the Federal award programs listed in the City's and the Successor Agency's Schedules of Expenditures of Federal Awards.

5.4 Coordinate the planning and development of audit procedures and testing methods, review these methods with the City's other Contractors and/or the Controller's Office,

and, if deemed necessary by the City, review these methods with the Federal cognizant agency. Examination of non-governmental secondary recipients is specifically excluded from this Agreement. The Contractor shall assist the City in responding to inquiries from the Federal agencies on issues related to the audits for which they are responsible.

5.5 Review the Annual Reporting Package (ARP), if provided by the reporting entity for submission to the Controller's Office to assist in the preparation of the City's Comprehensive Annual Financial Report (CAFR).

5.6 Analyze the differences between the Generally Accepted Accounting Procedures (GAAP) basis and the budget basis of accounting and of the components of the budget basis fund equity.

5.7 Issue reports on the Employees' Retirement System, the Port of San Francisco, and the San Francisco Finance Corporation's basic financial statements based on the examination of the individual opinion units. These financial statements shall include such explanatory footnotes as considered necessary to disclose all material items. All reports shall be issued in accordance with the timelines developed in the City's closing schedule. Approximate key dates are listed below in Section 8, Timing of the Work.

5.8 Issue a report on the Successor Agency to the Redevelopment Agency's financial statements, which include the City and County of San Francisco Redevelopment Financing Authority as a blended component unit, on the examination of the Successor Agency's opinion units. The financial statements, and all related reports, shall:

- i. Include the basic financial statements;
- ii. Include explanatory footnotes as considered necessary to disclose all material items; and
- iii. Be issued in accordance with the timelines developed in the City's closing schedule, as detailed below in Section 8, Timing of the Work.

5.9 Perform certain agreed-upon procedures relating to the City's calculation of its appropriations limit in accordance with Article XIII B of the California Constitution. The Contractor shall provide a report documenting the results of the agreed-upon procedures.

5.10 Work with the Controller's Office and reporting entities covered by this Agreement to address any critical reporting issues and to review the format of the financial statements to ensure compliance with or implementation of new Governmental Accounting Standards Board Statements.

5.11 The Controller's Office and/or reporting entities may use the Contractor's opinion on the basic or on individual financial statements, as applicable, when the Contractor is not associated with the official statements for public debt issuance provided that the Controller's Office reproduces the entire document associated with the Contractor's opinion.

## 6. MANAGEMENT LETTERS

In conjunction with the annual financial audits, the Contractor shall prepare a management letter for Groups 1, 2, 3, 7, 8, 11, and 12 (combined), covered by this Agreement per Appendix C to this Agreement.

## 7. GENERAL APPROACHES TO WORK

The key element of effective audit planning is a thorough understanding of the City's operations. This includes operating environment, accounting and internal accounting control structure, and financial operations. The Contractor shall develop a detailed understanding of these elements to effectively identify the nature of significant account balances/transaction classes, assess risk, and design audit tests.

The Contractor's specific approaches to the services under this Agreement are described in Appendices C to this Agreement.

## 8. GROUPS

In addition to the services and approaches described in Sections 4, 5, 6 and 7, the Contractor shall provide services specified for the groups under this Agreement, as detailed below.

### 8.1 Group 1: The City's Comprehensive Annual Financial Report (CAFR), General City, Single Audit, and other funds

The Contractor shall perform a financial audit of the General City and other funds (SFMC and TIDA) in accordance with GAAS as promulgated by the AICPA and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States for the purpose of expressing opinions on the fair presentation of the City's opinion units, in conformity with GAAP. In addition, the Contractor shall perform certain limited procedures involving required supplementary information mandated by the Governmental Accounting Standards Board as required by GAAS.

8.1.1 General City - General City refers to the City's Governmental Funds and all Internal Service Funds except the San Francisco Finance Corporation.

8.1.2 Comprehensive Annual Financial Report (CAFR) - The CAFR shall be prepared by the City according to the financial reporting requirements of the Governmental Accounting Standards Board (GASB) Statement No. 34, Basic Financial Statements – and Management's Discussion and Analysis (MD&A) – for State and Local Governments (GASB 34), as amended.

This report is divided into three sections:

- *The Introductory Section* includes information about the organizational structure of the City, the City's economy, major initiatives, status of City services, and cash management.

- *The Financial Section* is prepared in accordance with the GASB 34 requirements, including MD&A, the Basic Financial Statements including notes and the other Required Supplementary Information. The Basic Financial Statements include the government-wide financial statements that present an overview of the City's entire financial operations and the fund financial statements that present the financial information of each of the City's major funds, as well as non-major governmental, proprietary and fiduciary funds. Also included in this section is the Independent Auditors' Report on the Basic Financial Statements.
- *The Statistical Section* includes tables containing historical financial data, debt statistics, and miscellaneous social and economic data of the City that are of interest to potential investors in our bonds and to other readers.

8.1.2.1 The Contractor shall assist the City in meeting the requirements of the Government Finance Officers Association's (GFOA's) Certificate of Achievement for Excellence in Financial reporting program for the CAFR.

8.1.2.2 The Basic Financial Statements shall include those entities as set forth in Note 1, in the 2015 CAFR, which are required to be included in the City's financial statements in accordance with the Governmental Accounting Standards Board Section 2100 "defining the reporting entity".

8.1.3 Single Audit - Examinations shall comply with the requirements of the Single Audit Act Amendments of 1996 and OMB Uniform Guidance and related pronouncements, relating to the Federal award programs listed in the City's Schedule of Expenditures of Federal Awards. The Contractor shall coordinate the planning and development of testing methods, review these methods with the Controller's Office and, if deemed necessary by the City, review these methods with the Federal cognizant agency.

8.1.4 Treasure Island Development Authority (TIDA) Fund - TIDA is a nonprofit public benefit corporation. TIDA was authorized in accordance with the Treasure Island Conversion Act of 1997 and designated as a redevelopment agency pursuant to Community Redevelopment Law of the State of California. TIDA is governed by seven commissioners who are appointed by the Mayor, subject to confirmation by the City's Board of Supervisors. The specific purpose of TIDA is to promote the planning, redevelopment, reconstruction, rehabilitation, reuse and conversion of the property known as Naval Station Treasure Island. This non-enterprise entity is included in the City's Basic Financial Statements as a discretely presented component unit.

8.1.5 CAFR Report Preparation – The Contractor shall be responsible for CAFR report preparation and version control management prior to City's reproduction.

## **8.2 Group 2: Employees Retirement System**

The City Charter provides for this single-employer defined benefit pension plan, which covers substantially all employees of the City and County of San Francisco and certain classified employees of the San Francisco Community College and Unified School Districts.

This non-enterprise entity is reported in the City's Basic Financial Statements as a Pension and Other Employee Benefit Trust Fund.

### **8.3 Group 3: Successor Agency to the Redevelopment Agency and Financing Authority**

Successor Agency to the Redevelopment Agency of the City and County of San Francisco (The Successor Agency) – On June 28, 2011, Assembly Bill X1 26 (AB X1 26) was enacted. This legislation is referred to herein as the Redevelopment Dissolution Law. On December 29, 2011, the California Supreme Court upheld the constitutionality of AB X1 26 and all redevelopment agencies in California were dissolved by operation of law effective February 1, 2012. Based upon the nature of the Successor Agency's custodial role, the Successor Agency is reported in a fiduciary fund (private-purpose trust fund).

In addition to the audit of the basic financial statements of the Successor Agency, the report issued for the Successor Agency must include any Supplementary Information, and the Single Audit Report (if applicable).

### **8.4 Group 7: Port of San Francisco (Port)**

In 1968, the City voters approved a proposition to accept the transfer of the Harbor of San Francisco from the State of California under the terms and conditions set forth in California Statutes of 1968, Chapter 1333. An Enterprise Fund was established in 1969, under the direction of the Port Commission. A five-member Port Commission is responsible for the operation, development and maintenance of the Port.

### **8.5 Group 8: San Francisco Finance Corporation**

The San Francisco Finance Corporation (Finance Corporation) was created in 1990 by a vote of the electorate to allow the City to lease-purchase \$20 million (plus 5% per year growth) of equipment using tax-exempt obligations. The funds of the Finance Corporation are held with a third party trustee. Although legally separate from the City, the Finance Corporation is reported as if it were part of the primary government because its sole purpose is to provide lease financing to the City. This non-enterprise entity is accounted for as an Internal Service Fund.

### **8.6 Group 11: State of California Project Grants for DOI, LTF and TDA**

The City and County of San Francisco receives grants from the Department of Insurance (DOI), Transportation Development Act Local Transportation Fund (LTF) and Transportation Development Act (TDA) Projects for Department of Public Works and the Municipal Transportation Agency. These grants are aimed at assisting the City and County to promote various socio-civic and government programs under the sponsorship of these government agencies.

Services shall be performed annually for each fiscal year covered by this Agreement for the City's miscellaneous grants/funds the City receives or manages, including Department of Insurance grants, Local Transportation Fund and Transportation Development Act Projects (entities covered by this Agreement). The Contractor's services shall be performed with the



objective of having the Contractor express an independent opinion regarding the financial condition and internal controls of the entities examined.

8.6.1 For the DOI grants, the Contractor shall perform an examination of the Statements of Source and Status of Cash and the related Statements of Budget and Cumulative Expenditures of the Automobile Insurance Fraud program and the Workers' Compensation Insurance Fraud Program. The Contractor shall issue the required audit reports as described in Appendices C, D, E, F, H, and I.

8.6.2 For the LTF, the Contractor shall perform an examination of the financial statements of the respective fund in accordance with the guidelines of the TDA – Statutes and California Code of Regulations. The Contractor shall issue the required reports including the Report on Compliance with Regulations Applicable to the Transportation Development Act Local Transportation Fund.

8.6.3 For the TDA Article III Projects of the Department of Public Works and the Municipal Transportation Agency, the Contractor shall perform an examination of the financial statements of the respective projects in accordance with the guidelines of the TDA – Statutes and California Code of Regulations. The Contractor shall issue the required reports including the Report on Compliance with Regulations Applicable to the Transportation Development Act Article III Projects.

#### 8.6.4 Key Audit Procedures for Group 11

##### 8.6.4.1 Audit Procedures for Grant Funds:

- Testing internal controls and compliance with grant requirements.
- Substantively testing grant cash receipts, and expenditures incurred.
- Reviewing whether there were expenditures incurred that should have been disallowed, in accordance with the definitions provided by the DOI.

##### 8.6.4.2 Audit Procedures for Transportation Funds:

- Testing of compliance with the provisions of the TDA, and other applicable laws and regulations, and grant agreements.
- Substantive testing of grant receipts and disbursements for expenditures.
- Reviewing of propriety of reserved fund balances.

#### **8.7 Group 12: Retiree Health Benefit Trust**

Group 12 involves performing an audit to account for the City's Post Employment Health Benefits for covered employees. This fund is currently referred as the Retiree Health Benefit Trust Fund.

## **9. TIMING OF THE WORK**

9.1 The Contractor shall factor in review streamlining (concurrent review) processes for the reports of the Groups under this Agreement to minimize delays and meet the key dates specified in Appendix C.

9.2 The Contractor shall ensure sufficient communications with the City to appropriately plan and schedule completion of processes and milestones to ensure key dates in Appendix C-3 are met, including document version control and word processing.

9.3 Specific key dates shall be included in engagement letters executed by Contractor and the City. Any changes to the key dates shall require advance written approval by the City.

## **10. AS-NEEDED AUDITING AND ACCOUNTING SERVICES**

The Contractor may be requested to perform as-needed auditing and accounting services in accordance to RFP#CON2015-25, Section 2.7 As-needed Accounting and Audit-Related Services . The City will identify such projects and work with the Contractor to define the scope of tasks to be performed. The Contractor may be asked to prepare an engagement letter stating its approach to the project; the methodology that will be employed; the lead personnel and staff that will be assigned; the time it will take to perform the work by staff level; the delivery date of the project deliverables; and the estimated cost to perform the project by staff level.

The hourly staff rates specified in Appendix B will automatically be the rates used for as-needed accounting and auditing services, unless special expertise is required for which a separate fee will be negotiated.

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: CONTROLLER -- CON Dept. Code: CON

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

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

Type of Service: Independent Audit and Actuarial Services

Funding Source: Annual Appropriation Budget PSC Duration: 8 years 8 weeks
PSC Amount: \$17,000,000 PSC Est. Start Date: 04/01/2015 PSC Est. End Date: 05/31/2023

1. Description of Work

A. Scope of Work:

Perform annual financial audit services and report on the financial statements for the City's Comprehensive Annual Financial Report (CAFR), the City's Single Audit, and departments/funds; perform other required compliance audits of grants, projects, and funds of other City departments; perform actuarial studies of the City's General Liability and Workers Compensation reserves; and perform additional audit procedures. See additional attachment for a list of departments/funds.

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

The City is required to have annual financial and compliance audits and auditing services performed by independent public accounting firms in compliance with City Charter Sections 2.115 and 9.117, and federal Single Audit contract and grant provisions. Denial would prevent the City from complying with local and federal mandates.

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.

Services have been provided through contracts with independent public accounting firms. PSC#4054-98/99 We don't have electronic files. PSC#4160-98/99 We don't have electronic files. PSC#4054-03/04 CSC approval on 12/15/2003 for 9,000,000. Attached PSC#4075-08/09 CSC approval on 01/05/2009 for 9,000,000, and admin mod 1 on 3/27/13 for total of 13,499,999. Attached

D. Will the contract(s) be renewed? Yes. If the Controller's Office is satisfied up to 7 years

2. Union Notification: On 02/24/2014, the Department notified the following employee organizations of this PSC/RFP request: Professional & Tech Engrs, Local 21, Prof & Tech Eng, Local 21, Management & Superv Local 21,

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FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 45651 - 13/14

DHR Analysis/Recommendation:

04/21/2014

Commission Approval Required

DHR Approved for 04/21/2014

Approved by Civil Service Commission with
Page 005 Conditions

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

A. Specify required skills and/or expertise:

Certified Public Accountants that has successfully provided Independent Audit Services to at least three (3) cities and/or counties, at least two (2) of which are located in California within the last five (5) years of the date of this Request for Proposals (RFP). Lead staff proposed to be assigned to the City's project(s) must individually have had a similar lead role on the two (2) California engagements in California. See Attachment for more details.

B. Which, if any, civil service class(es) normally perform(s) this work?  
1686,1684,

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:

Per federal and local regulations, the work must be performed by independent Certified Public Accountants.

B. Would it be practical to adopt a new civil service class to perform this work? Explain.  
No. The work requires the services of independent Certified Public Accountants.

**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?  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| C. Are there legal mandates requiring the use of contractual services?<br>City Charter Sections 2.115 and 9.117                                 | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| D. Are there federal or state grant requirements regarding the use of<br>contractual services? City Charter Sections 2.115 and 9.117            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| E. Has a board or commission determined that contracting is the most effective<br>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<br>contract with your department? Current contractor can reapply. | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD  
ON 03/31/2014 BY:

Name: Mary Hom Phone: 415-554-7536 Email: mary.hom@sfgov.org

Address: City Hall Room 306 San Francisco, CA

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: CONTROLLER Dept. Code: CON

Type of Request: [ ] Initial [x] Modification of an existing PSC (PSC # 45651 - 13/14)

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

Type of Service: Independent Audit and Actuarial Services

Funding Source: Annual Appropriation Budget

PSC Original Approved Amount: \$17,000,000 PSC Original Approved Duration: 04/01/15 - 05/31/23 (8 years 8 we
PSC Mod#1 Amount: no amount added PSC Mod#1 Duration: 04/01/20-03/31/25 (1 year 43 weeks)
PSC Mod#2 Amount: PSC Mod#2 Duration:
PSC Cumulative Amount Proposed: \$17,000,000 PSC Cumulative Duration Proposed: 10 years 2 days

1. Description of Work

A. Scope of Work:

Perform annual financial audit services and report on the financial statements for the City's Comprehensive Annual Financial Report (CAFR), the City's Single Audit, and departments/funds; perform other required compliance audits of grants, projects, and funds of other City departments; perform actuarial studies of the City's General Liability and Workers Compensation reserves; and perform additional audit procedures. See additional attachment for a list of departments/funds.

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

The City is required to have annual financial and compliance audits and auditing services performed by independent public accounting firms in compliance with City Charter Sections 2.115 and 9.117, and federal Single Audit contract and grant provisions. Denial would prevent the City from complying with local and federal mandates.

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

Yes, PSC45651-13-14 & PSC4075-08-09

D. Will the contract(s) be renewed? Yes. If the Controller's Office is satisfied up to 7 years

2. Union Notification: On 06/11/15, the Department notified the following employee organizations of this PSC/RFP request: Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21; Management & Superv Local 21;

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FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 45651 - 13/14

DHR Analysis/Recommendation:

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

A. Specify required skills and/or expertise:

Certified Public Accountants that has successfully provided Independent Audit Services to at least three (3) cities and/or counties, at least two (2) of which are located in California within the last five (5) years of the date of this Request for Proposals (RFP). Lead staff proposed to be assigned to the City's project(s) must individually have had a similar lead role on the two (2) California engagements in California. See Attachment for more details.

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

1686, 1684,

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:

Per federal and local regulations, the work must be performed by independent Certified Public Accountants.

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

No. The work requires the services of independent Certified Public Accountants.

**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?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| C. Are there legal mandates requiring the use of contractual services?<br>City Charter Sections 2.115 and 9.117  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| D. Are there federal or state grant requirements regarding the use of<br>contractual services? City Charter Sections 2.115 and 9.117                               | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| E. Has a board or commission determined that contracting is the most effective<br>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<br>contract with your department? Existing contractors may apply to new solicitation | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD  
ON 06/11/15 BY:

Name: Mary Hom Phone: 415-554-7536 Email: mary.hom@sfgov.org

Address: City Hall Room 306 San Francisco, CA

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

Department: CONTROLLERDept. Code: CON

Type of Request:  Initial  Modification of an existing PSC (PSC # 45651 - 13/14)

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

Type of Service: Independent Audit and Actuarial ServicesFunding Source: Annual Appropriation BudgetPSC Original Approved Amount: \$17,000,000PSC Original Approved Duration: 04/01/15 - 05/31/23 (8 years 8 weeks)PSC Mod#1 Amount: no amount addedPSC Mod#1 Duration: 04/01/20-03/31/25 (1 year 43 weeks)PSC Mod#2 Amount: \$8,000,000PSC Mod#2 Duration: no duration addedPSC Cumulative Amount Proposed: \$25,000,000PSC Cumulative Duration Proposed: 10 years 2 days**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

Perform annual financial audit services and report on the financial statements for the City's Comprehensive Annual Financial Report (CAFR), the City's Single Audit, and departments/funds; perform other required compliance audits of grants, projects, and funds of other City departments; perform actuarial studies of the City's General Liability and Workers Compensation reserves; and perform additional audit procedures. See additional attachment for a list of departments/funds.

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

The City is required to have annual financial and compliance audits and auditing services performed by independent public accounting firms in compliance with City Charter Sections 2.115 and 9.117, and federal Single Audit contract and grant provisions. Denial would prevent the City from complying with local and federal mandates.

**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, through 4 contractors.

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

Yes. If the Controller's Office is satisfied up to 7 years

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

The anticipated contract term is 4 years, plus option to extend for total of 7 years.

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

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

Explain the qualifying circumstances:

Independent auditors are required that cannot be done by City staff.

B. Reason for the request for modification:

Modification is needed to increase the PSC amount by \$8 million due to unanticipated fee increases by contractors. No modification to contract term.

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

A. Specify required skills and/or expertise: Certified Public Accountants that has successfully provided Independent Audit Services to at least three (3) cities and/or counties, at least two (2) of which are located in California within the last five (5) years of the date of this Request for Proposals (RFP). Lead staff proposed to be assigned to the City's project(s) must individually have had a similar lead role on the two (2) California engagements in California. See Attachment for more details.

B. Which, if any, civil service class(es) normally perform(s) this work? 1684, Auditor II; 1686, Auditor 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?**

1680, 1684, and 1686 perform similar duties; however, per federal and local regulations, the work must be performed by independent Certified Public Accountants.

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

A. Explain why civil service classes are not applicable.

Per federal and local regulations, the work must be performed by independent Certified Public Accountants.

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 requires the services of independent Certified Public Accountants.

### **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 because need independent auditors for this type of audit work.



C. Are there legal mandates requiring the use of contractual services?  
City Charter Sections 2.115 and 9.117

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.  
City Charter Sections 2.115 and 9.117

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.  
Existing contractors may apply to new solicitation

7. **Union Notification:** On 01/10/16, the Department notified the following employee organizations of this PSC/RFP request:  
Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21; Management & Superv Local 21;  
Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21; Management & Superv Local 21;

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

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

Address: City Hall Room 306, San Francisco, CA 94102

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 45651 - 13/14

DHR Analysis/Recommendation:

Commission Approval Not Required

**Approved by DHR on 02/04/2016**

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

Department: CONTROLLERDept. Code: CON

Type of Request:  Initial  Modification of an existing PSC (PSC # 45651 - 13/14)

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

Type of Service: Independent Audit and Actuarial ServicesFunding Source: Annual Appropriation BudgetPSC Original Approved Amount: \$17,000,000PSC Original Approved Duration: 04/01/15 - 05/31/23 (8 years 8 weeks)PSC Mod#1 Amount: no amount addedPSC Mod#1 Duration: 04/01/20-03/31/25 (1 year 43 weeks)PSC Mod#2 Amount: \$8,000,000PSC Mod#2 Duration: no duration addedPSC Mod#3 Amount: \$498,000PSC Mod#3 Duration: 02/17/21-03/31/27 (2 years)PSC Cumulative Amount Proposed: \$25,498,000PSC Cumulative Duration Proposed: 12 years 2 days**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

Perform annual financial audit services and report on the financial statements for the City's Comprehensive Annual Financial Report (CAFR), the City's Single Audit, and departments/funds; perform other required compliance audits of grants, projects, and funds of other City departments; perform actuarial studies of the City's General Liability and Workers Compensation reserves; and perform additional audit procedures. See additional attachment for a list of departments/funds.

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

The City is required to have annual financial and compliance audits and auditing services performed by independent public accounting firms in compliance with City Charter Sections 2.115 and 9.117, and federal Single Audit contract and grant provisions. Denial would prevent the City from complying with local and federal mandates.

**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, PSC45651-13-14 & PSC4075-08-09

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

Yes. If the Controller's Office is satisfied up to 7 years

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

The anticipated contract term is 4 years, plus option to extend for total of 7 years.

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

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

Explain the qualifying circumstances:

Independent auditors are required that cannot be done by City staff.

B. Reason for the request for modification:

Modification is needed to extend the PSC by 2 years to 3/31/2027 and to increase the PSC amount by \$498,000 to address work needed to comply with unanticipated new government accounting legislation. Cumulative time and amount increase is less than 50% of original PSC.

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

- A. Specify required skills and/or expertise: Certified Public Accountants that has successfully provided Independent Audit Services to at least three (3) cities and/or counties, at least two (2) of which are located in California within the last five (5) years of the date of this Request for Proposals (RFP). Lead staff proposed to be assigned to the City's project(s) must individually have had a similar lead role on the two (2) California engagements in California. See Attachment for more details.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1684, Auditor II; 1686, Auditor 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.  
Per federal and local regulations, the work must be performed by independent Certified Public Accountants.
- 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 requires the services of independent Certified Public Accountants.

### **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 because need independent auditors for this type of audit work.

- C. Are there legal mandates requiring the use of contractual services?  
City Charter Sections 2.115 and 9.117
- 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.  
City Charter Sections 2.115 and 9.117
- 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.  
Existing contractors may apply to new solicitation

**7. Union Notification:** On 02/17/21, the Department notified the following employee organizations of this PSC/RFP request:  
Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21; Management & Superv Local 21;

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

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

Address: City Hall Room 306, San Francisco, CA 94102

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 45651 - 13/14

DHR Analysis/Recommendation:  
Commission Approval Not Required  
Approved by DHR on 03/01/2021

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: HUMAN RESOURCES -- HRD

Dept. Code: HRD

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

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

Type of Service: Development and Administration for Q050, Q060, Q080, H020, H030, H040 and H050 Exam

Funding Source: General Fund and Work Order

PSC Amount: \$925,000

PSC Est. Start Date: 01/01/2023

PSC Est. End Date 12/31/2026

**1. Description of Work**

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

Provide expert test development consultation for the Q050 Police Sergeant, Q060 Police Lieutenant, Q080 Police Captain, H020 Fire Lieutenant, H030 Fire Captain, H040 Battalion Chief, and H050 Assistant Chief, selection process and defend that selection process, and if necessary, be available to provide testimony, preparation, and consultation against legal challenges.

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

This service is necessary because Police and Fire Department selection processes have historically been litigious. The value of the contractor is its ability to provide specialized statistical analysis and mitigate the risk of protests and litigation. The consultant will provide expert guidance and defend the City in the event of litigation. Denial of this PSC would impair the City's ability to defend the selection process in the event of litigation.

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 were approved in 2019.

D. Will the contract(s) be renewed?

At the moment, there is no plans to renew the contracts.

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

not applicable

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

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

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

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

B. Explain the qualifying circumstances:

The City lacks staff with the credentials required to provide expert testimony in court.

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

A. Specify required skills and/or expertise: Contractor must have extensive and current knowledge of psychometrics and statistical analysis, and experience providing depositions and testifying as an expert witness in State and Federal courts.

B. Which, if any, civil service class(es) normally perform(s) this work? 1241, Personnel Analyst; 1244, Senior Personnel Analyst; 1246, Principal Personnel Analyst; 0931, Manager III; 1241, Human Resources Analyst; 1244, Senior Human Resources Analyst; 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?**

DHR is unable to provide the services because staff do not have the level of expertise required.

**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 staff do not have the credentials to provide expert testimony in court.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. It would not be practical to adopt a new civil service class because human resource analysts perform the majority of tasks related to development and administration of the selection process.

**6. Additional Information**

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
No. There will be no formalized training. However, there will be a transfer of knowledge by working with 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 01/10/2023, the Department notified the following employee organizations of this PSC/RFP request:  
Architect & Engineers, Local 21; Management & Superv Local 21; Municipal Executive Association; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21; Professional & Tech Engrs, SFAPP

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

Name: Mike Cotter Phone: Email: Mike.Cotter@sfgov.org

Address: 1 South Van Ness Ave., 4th Floor San Francisco, CA 94103

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 40405 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/06/2023

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



## Choi, Suzanne (HRD)

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**From:** dhr-psccordinator@sfgov.org on behalf of Mike.Cotter@sfgov.org  
**Sent:** Tuesday, January 10, 2023 10:48 AM  
**To:** Cotter, Mike (HRD); amakayan@ifpte21.org; Laxamana, Junko (DBI); Criss@sfmea.com; camaguey@sfmea.com (contact); christina@sfmea.com; staff@sfmea.com; ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; l21pscreview@ifpte21.org; Choi, Suzanne (HRD); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 40405 - 22/23

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

RECEIPT for Union Notification for PSC 40405 - 22/23 more than \$100k

The HUMAN RESOURCES -- HRD has submitted a request for a Personal Services Contract (PSC) 40405 - 22/23 for \$925,000 for Initial Request services for the period 01/01/2023 – 12/31/2026. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/19594> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

# **Additional Attachment(s)**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: HUMAN RESOURCES -- HRD

Dept. Code: HRD

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

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

Type of Service: Development and Administration for Q050 Police Sergeant Exam

Funding Source: General Fund and Work Order

PSC Amount: \$190,000

PSC Est. Start Date: 10/01/2019

PSC Est. End Date 12/31/2022

**1. Description of Work**

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

Provide expert test development consultation for the Q050 Police Sergeant selection process and defend that selection process against legal challenge as necessary.

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

This service is necessary because Police Department selection processes have historically been litigious. The consultant will provide expert guidance and defend the City in the event of litigation.

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

A similar service was approved in 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.

not applicable

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

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

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

B. Explain the qualifying circumstances:

The City lacks staff with the credentials required to provide expert testimony in court.

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

A. Specify required skills and/or expertise: Contractor must have extensive and current knowledge of psychometrics and statistical analysis, and experience providing depositions and testifying as an expert witness in State and Federal courts.

B. Which, if any, civil service class(es) normally perform(s) this work? 1241, Personnel Analyst; 1244, Senior Personnel Analyst; 1246, Principal Personnel Analyst; 0931, Manager III; 1241, Human Resources Analyst; 1244, Senior Human Resources Analyst; 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?**

DHR is unable to provide the services because staff do not have the level of expertise required.

**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 staff do not have the credentials to provide expert testimony in court.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. It would not be practical to adopt a new civil service class because human resource analysts perform the majority of tasks related to development and administration of the selection process.

**6. Additional Information**

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
No. There will be no formalized training. However, there will be a transfer of knowledge by working with 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.  
Yes. Ergometrics currently has a contract that expires June 30,2019.

**7. Union Notification:** On 12/27/2018, the Department notified the following employee organizations of this PSC/RFP request:  
Architect & Engineers, 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: Kate Howard Phone: 415-557-4944 Email: kate.howard@sfgov.org

Address: 1 South Van Ness Avenue, 4th Floor San Francisco, CA 94103

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 46105 - 18/19

DHR Analysis/Recommendation:

action date: 03/04/2019

Commission Approval Required

Approved by Civil Service Commission

03/04/2019 DHR Approved for 03/04/2019

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: JUVENILE PROBATION -- JUV

Dept. Code: JUV

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

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

Type of Service: Temporary As-Needed Unarmed Security Guard Services

Funding Source: General Fund

PSC Amount: \$2,500,000

PSC Est. Start Date: 03/01/2023

PSC Est. End Date  
02/29/2028

**1. Description of Work**

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

As-needed temporary security guard services for the San Francisco Juvenile Probation Department's (JUV) Log Cabin Ranch (LCR) in La Honda, San Mateo County. Unarmed security guards are needed 24/7 to patrol the premises and watch for unusual activity and to monitor all entrances and exits of the remote property.

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

Security services are critical for the protection of City property to ensure no unidentified persons have access to the unoccupied ranch; City assets are protected from theft and pilfering; no squatters unlawfully occupy any uninhabited buildings on the property; and that the ranch remains safe for employees who continue to perform necessary maintenance services while a Master Plan is being developed to determine the fate of the Ranch.

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, please refer to PSC 38161-22/23.

D. Will the contract(s) be renewed?

Yes, as long as services are needed. All procurement will be managed by the Office of Contract Administration (OCA).

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:

In July 2018, immediately needed security services were requested at Log Cabin Ranch within a week of closing the property. The Department could not procure its own contract that quickly, especially for guard services for an unknown duration of time. The Ranch is in a transitional situation while the Mayor and Board of Supervisors decide on the direction it will take. Services are temporary and as-needed, which could end unexpectedly.

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

- A. Specify required skills and/or expertise: Contractor must be in compliance with all requirements under State of California Business and Professions Code Private Security Services, and currently be licensed with the State of California, Department of Consumer Affairs, Bureau of Security and Investigative Services (BSIS) (Private Patrol Operator's license). Contractor must be trained in patrol techniques, report writing, communication, access control, loss prevention, and conflict resolution.
- B. Which, if any, civil service class(es) normally perform(s) this work? 8202, Security Guard; 8304, Deputy Sheriff;
- 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?**

JUV is currently using a short-term requisition for security services set up by the City (OCA), which expires on 2/28/23. The City (OCA) is currently working on establishing a fresh contract for security services at lower negotiated rates with an approved City contractor. Once that contract is executed, we will be to switching to it to continue with security services at the LCR site (projected start date of 3/1/23).

**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 applicable, but when Juvenile Probation Department requested security services at Log Cabin Ranch on July 1, 2018, the services were deemed emergent, temporary and as-needed. Since that time, services are still needed, albeit for an unknown period of time, until a decision on the future of the Ranch is made by the City officials.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, there are already existing classifications which perform this type of work.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
No. Training is not applicable to scope needs.

- 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 12/02/2022, the Department notified the following employee organizations of this PSC/RFP request:  
Deputy Sheriff's Association; 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: Elisa Baeza Phone: 4157537526 Email: elisa.baeza@sfgov.org

Address: 375 Woodside Ave San Francisco, CA 94103

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 41474 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/06/2023

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



**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [elisa.baeza@sfgov.org](mailto:elisa.baeza@sfgov.org)  
**To:** [Baeza, Elisa \(JUV\)](mailto:Baeza,Elisa@juv.org); [Najuawanda Daniels](mailto:NajuawandaDaniels@juv.org); [Jason Klumb](mailto:JasonKlumb@juv.org); [Frigault, Noah \(HRC\)](mailto:Frigault,Noah@hrc.org); [Julie.Meyers@sfgov.org](mailto:Julie.Meyers@sfgov.org); [Thomas Vitale](mailto:ThomasVitale@sfgov.org); [Ricardo.lopez@sfgov.org](mailto:RicardoLopez@sfgov.org); [Kbasconciello@sfgov.org](mailto:Kbasconciello@sfgov.org); [pcamarillo\\_seiu@sbcglobal.net](mailto:pcamarillo_seiu@sbcglobal.net); [Wendy Frigillana](mailto:WendyFrigillana@sfgov.org); [pscreview@seiu1021.org](mailto:pscreview@seiu1021.org); [ted.zarzecki@seiu1021.net](mailto:ted.zarzecki@seiu1021.net); [davidmkersten@gmail.com](mailto:davidmkersten@gmail.com); [xiumin.li@seiu1021.org](mailto:xiumin.li@seiu1021.org); [Sin.Yee.Poon@sfgov.org](mailto:Sin.Yee.Poon@sfgov.org); [david.canham@seiu1021.org](mailto:david.canham@seiu1021.org); [jtanner940@aol.com](mailto:jtanner940@aol.com); [president@sanfranciscodsa.com](mailto:president@sanfranciscodsa.com); [kennethlomba@gmail.com](mailto:kennethlomba@gmail.com); [ecdemvoter@aol.com](mailto:ecdemvoter@aol.com); [Baeza, Elisa \(JUV\)](mailto:Baeza,Elisa@juv.org); [DHR-PSCCoordinator, DHR \(HRD\)](mailto:DHR-PSCCoordinator@hrc.org)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 41474 - 22/23  
**Date:** Friday, December 2, 2022 2:29:51 PM

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RECEIPT for Union Notification for PSC 41474 - 22/23 more than \$100k

The JUVENILE PROBATION -- JUV has submitted a request for a Personal Services Contract (PSC) 41474 - 22/23 for \$2,500,000 for Initial Request services for the period 03/01/2023 – 02/29/2028. 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/19514> 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: JUVENILE PROBATION -- JUV

Dept. Code: JUV

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

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

Type of Service: Temporary As-needed Unarmed Security Guard Services

Funding Source: General Fund

PSC Amount: \$99,999

PSC Est. Start Date: 12/01/2022

PSC Est. End Date  
11/30/2027

**1. Description of Work**

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

To provide as-needed temporary security guard services for the San Francisco Juvenile Probation Department's (JUV) Log Cabin Ranch (LCR) in La Honda, San Mateo County. Unarmed security guards are needed 24/7 to patrol the premises and watch for unusual activity and to monitor all entrances and exits of the remote property.

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

Security services are critical for the protection of City property to ensure no unidentified persons have access to the unoccupied ranch; City assets are protected from theft and pilfering; no squatters unlawfully occupy any uninhabited buildings on the property; and that the ranch remains safe for employees who continue to perform necessary maintenance services while a Master Plan is being developed to determine the fate of the Ranch.

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, please refer to PSC# 44989-18/19 for reference.

D. Will the contract(s) be renewed?

Yes, as long as services are needed. All procurement will be managed by the Office of Contract Administration (OCA).

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

N/A

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

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

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

B. Explain the qualifying circumstances:

In July 2018, immediately needed security services were requested at Log Cabin Ranch within a week of closing the property. The Department could not procure its own contract that quickly, especially for guard services for an unknown duration of time. The Ranch is in a transitional situation while the Mayor and Board of Supervisors decide on the direction it will take. Services are temporary and as-needed, which could end unexpectedly.

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

- A. Specify required skills and/or expertise: Contractor must be in compliance with all requirements under State of California Business and Professions Code Private Security Services, and currently be licensed with the State of California, Department of Consumer Affairs, Bureau of Security and Investigative Services (BSIS) (Private Patrol Operator's license). Contractor must be trained in patrol techniques, report writing, communication, access control, loss prevention, and conflict resolution.
- B. Which, if any, civil service class(es) normally perform(s) this work? 8202, Security Guard; 8304, Deputy Sheriff;
- 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?**

JUV is currently using a City Term contract 1000001634 to obtain services, at lower negotiated rates with an approved City contractor. This term contract has since run out of funds and cannot continue to cover our needs, and we are now required to reprocur this service. The City (OCA) is currently working on establishing a fresh contract for security services, to which we will move once the contract is executed.

**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 applicable, but when Juvenile Probation Department requested security services at Log Cabin Ranch on July 1, 2018, the services were deemed emergent, temporary and as-needed. Since that time, services are still needed, albeit for an unknown period of time, until a decision on the future of the Ranch is made by the City officials.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, there are already existing classifications which perform this type of work.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
No. There is no training of employees involved in security services at Log Cabin Ranch.

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

**7. Union Notification:** On 11/01/2022, the Department notified the following employee organizations of this PSC/RFP request:  
Deputy Sheriff's Association; 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: Elisa Baeza Phone: 4157537526 Email: elisa.baeza@sfgov.org

Address: 375 Woodside Ave San Francisco, CA

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 38161 - 22/23

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 11/16/2022

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: MUNICIPAL TRANSPORTATION AGENCY -- MTA

Dept. Code: MTA

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

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

Type of Service: Software development services for Daktronics subway signs

Funding Source: Federal Funds

PSC Duration: 2 years

PSC Amount: \$500,000

**1. Description of Work**

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

Design and software development to support changes to sign software to support transit service in both subways including new shuttle lines and enhanced passenger information.

Troubleshooting existing issues with the sign hardware and software.

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

Denial of this service will cause incorrect passenger information to be displayed either because technical issues cannot be resolved or because transit service changes will not be supported by the signs.

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

These services were provided in the past by a subcontractor to a general construction contractor. The general contractor was responsible for the delivery of an integrated subway sign, including hardware and software, in 2017. Since the software development work was subcontracted to a construction contractor, approval by the Civil Service Commission was not relevant. The agency does not have a contractual relationship with the vendor at this time.

D. Will the contract(s) be renewed?

No

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

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

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

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

B. Explain the qualifying circumstances:

Changes will be needed intermittently to address technical issues or service changes that impact the sign hardware and software.

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

- A. Specify required skills and/or expertise: Specialty programming of a vendor's sole source technology and intellectual property.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1043, IS Engineer-Senior; 1044, IS Engineer-Principal;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No

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

None. No city resources can modify the vendor's intellectual property.

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

- A. Explain why civil service classes are not applicable.  
No city resources can modify the vendor's intellectual property.
- 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 city resources can modify the vendor's intellectual property.

**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. City engineers managing the integration of several systems (including this one) will be providing training to SFMTA's transit operations impacted by this technology.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

**7. Union Notification: On 01/10/2023, 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, 6th Floor San Francisco, CA 94103

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 47382 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/06/2023



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

## **Nuque, Amy**

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**From:** dhr-psccoordinator@sfgov.org on behalf of amy.nuque@sfmta.com  
**Sent:** Tuesday, January 10, 2023 2:56 PM  
**To:** Nuque, Amy; WendyWong26@yahoo.com; wendywong26@yaho.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; amakayan@ifpte21.org; L21PSCReview@ifpte21.org; Nuque, Amy; dhr-psccoordinator@sfgov.org  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 47382 - 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 47382 - 22/23 more than \$100k

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a request for a Personal Services Contract (PSC) 47382 - 22/23 for \$500,000 for Initial Request services for the period 02/01/2023 – 01/31/2025. Notification of 30 days  
Page (60  
136  
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/19742> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: MUNICIPAL TRANSPORTATION AGENCY -- MTA

Dept. Code: MTA

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

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

Type of Service: Parking Permit Processing and Payment System

Funding Source: Operating Funds

PSC Duration: 7 years 2 days

PSC Amount: \$3,500,000

**1. Description of Work**

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

The San Francisco Municipal Transportation Agency (SFMTA) will be procuring a Parking Permit Management System (PPMS) that will allow for more flexible, creative, and customer-friendly approaches to permit policy, issuance, and management for the Residential Parking and Contractor Permit programs, in addition to approximately eight other specialty parking permits administered by the SFMTA. The system will allow for online, by-mail, and in-person application and payment for all parking permits and will integrate with existing parking management systems such as the handheld citation issuance equipment, license plate recognition readers, California Department of Motor Vehicles registration database, and the electronic ticket information system.

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

This software service is necessary to effectively manage the automated and to a limited extend, manual, processing of more than 90,000 parking permits issued in San Francisco each year. A denial of this request would eliminate the ability of the SFMTA to manage on-street parking permits, critical to the functioning of City streets.

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 system managing parking permits have been provided by a third-party vendor for more than 20 years and is under an existing contract between the SFMTA and Conduent (PSC# 40072 - 17/18). The SFMTA plans on issuing a separate RFP for these services with additional requirements to allow flexibility and customization for permit issuance, pricing, and effective program management.

D. Will the contract(s) be renewed?

Yes, the contract terms will be for an initial five years with the option to extend up to four years.

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

We are seeking to obtain a contract for five years + up to four years extensions for a system to administer the San Francisco Municipal Transportation Agency (SFMTA's) parking permit program managing the issuance and accounts for more than 90,000 permits per year. The system requires the one-time development of integrations with multiple vendors, account transition, and customized programming for evolving SFMTA parking policies. The agency wishes to minimize customer disruption and development costs by providing an option to continue with the selected vendor past the first five years of the contract term if the vendor and system are meeting agency needs.

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

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

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

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

- B. Explain the qualifying circumstances:

The proprietary nature of these systems is necessary to ensure the ongoing management of the parking permit programs within San Francisco that support the policies and priorities of the SFMTA Board of Directors. These systems only operate with vendor-provided software and their as-needed and periodic maintenance, support, and upgrades.

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

- A. Specify required skills and/or expertise: Knowledge of specific trade-secret technology and software code that are proprietary to the selected vendor in order to customize and maintain the selected software.
- B. Which, if any, civil service class(es) normally perform(s) this work? none
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No

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

These services are not available utilizing City resources.

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

- A. Explain why civil service classes are not applicable.  
The contract will require customization, maintenance and support of proprietary software.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. Due to the proprietary nature of this type of system, it would not be possible for the work to be performed by a new 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. The selected vendor will be required to provide manuals and hands-on training for the 9500 Citation and Permits Clerks series who will be utilizing the system in the performance of their duties.
- 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. Signed 04/19/2022
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

**7. Union Notification:** On 11/19/2022, the Department notified the following employee organizations of this PSC/RFP request:  
all unions were notified

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

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

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

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 41225 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/06/2023

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

## Nuque, Amy

---

**From:** dhr-psccordinator@sfgov.org on behalf of amy.nuque@sfmta.com  
**Sent:** Saturday, November 19, 2022 10:39 AM  
**To:** Nuque, Amy; pkim@ifpte21.org; najuwanda.daniels@seiu1021.org; pking@uapd.com; president@sanfranciscodsa.com; max.porter@seiu1021.org; kennethlomba@gmail.com; snaranjo@cirseiu.org; Michael Dennis; roger marengo; Pete Wilson - Union 250A VP; cmoyer@nccrc.org; noah.frigault@sfgov.org; sfdpoa@icloud.com; Mjayne@iam1414.org; Emanuel, Rachel (DEM); laborers261@gmail.com; junko.laxamana@sfgov.org; jennifer.esteen@seiu1021.org; emathurin@cirseiu.org; abush@cirseiu.org; sbabaria@cirseiu.org; anthony@dc16.us; mlobre@sfpoa.org; @sfpoa.org; tracy@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; kschurmacher@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@stwater.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.berlianga@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; ritchell@twusf.org; grojo@local39.org; jduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org; L21PSCReview@ifpte21.org; sfsmsa@gmail.com; bart@dc16.us; david.canham@seiu1021.org; jtanner940@aol.com; Osha Ashworth; L21PSCReview@ifpte21.org; laborers261@gmail.com; local200twu; speedy4864@aol.com; Christina@sfmea.com; ecdemvoter@aol.com; thomas.vitale@seiu1021.org; Nuque, Amy; dhr-psccordinator@sfgov.org  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 41225 - 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 41225 - 22/23 more than \$100k

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a request for a Personal Services Contract (PSC) 41225 - 22/23 for \$3,500,000 for Initial Request services for the period 05/01/2023 – 05/01/2030. 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:

# **Additional Attachment(s)**



PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: MUNICIPAL TRANSPORTATION AGENCY

Dept. Code: MTA

Type of Request:  Initial  Modification of an existing PSC (PSC # 40072 - 17/18)

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

Type of Service: As-needed technical assistance with Software/Hardware/Maintenance and support of Conduent prod

Funding Source: Local and Federal Funds

PSC Original Approved Amount: \$7,000,000 PSC Original Approved Duration: 07/01/18 - 06/30/23 (5 years)

PSC Mod#1 Amount: no amount added PSC Mod#1 Duration: 07/01/23-11/28/25 (2 years 21 weeks)

PSC Mod#2 Amount: \$2,000,000 PSC Mod#2 Duration: 07/13/22-04/09/26 (18 weeks 5 days)

PSC Cumulative Amount Proposed: \$9,000,000 PSC Cumulative Duration Proposed: 7 years 40 weeks

**1. Description of Work**

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

The San Francisco Municipal Transportation Agency (SFMTA) is seeking a contractor who will provide as-needed consulting services to provide technical assistance concerning the transit operation Conduent software system's function, maintenance, testing and system performance, reliability and safety certification.

When the SFMTA launched the transit operation dispatch system in November 2016, Conduent, Inc.'s computer aid dispatch system software, services, and hardware were introduced as a compatible solution for transit operation dispatch and automatic vehicle location solution. Conduent hardware was deployed throughout on SFMTA revenue vehicles, as well as at the fixed end servers, while Conduent software was installed and implemented to ensure systems' compatibility. This deployment to the entire revenue fleet is to be completed by the end of June 30, 2018.

The transit operation dispatch system encompasses Conduent software and hardware products already used by SFMTA systems. Conduent products already deployed need updates and especially the development of new features and functionalities to ensure compatibility with migrations and integrations with upcoming new systems currently being implemented for Intellex and Central Subway Projects.

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

The Conduent software system is essentially a critical communication tool that has improved safety and is vital to the efficiency of transit services. Any modifications to the original software or hardware already deployed will have to be developed with the SFMTA's customization and tested for performance, reliability, and compatibility in order to ensure continuous operations service and maintenance of warranties. These modifications include software upgrades, updates and maintenance, as well as hardware spare parts. If this service is denied, system disruptions may occur, severely impeding Agency core 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.**

no

D. Will the contract(s) be renewed?

It is likely that the contract will be renewed or extended.

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 19 weeks from PSC Mod#1 End Date of 11/28/2025.

**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:

The Conduent products deployed and commissioned for the SFMTA are a collection of customized, specialized, proprietary system components that are critical to the functioning of the Agency's transit operations software system. This system can only operate with vendor-provided software, hardware and their as-needed and periodic maintenance, support and upgrades.

B. Reason for the request for modification:

SFMTA will be exercising the contract option to increase the contract amount by \$2M to support the upcoming required work including but not limited to: • Extend Dwell Override Feature Subway-wide, average (Est. \$750K) • OrbCAD Server Virtualization, complex (Est. \$1.5M) • Over-The-Air Realtime Paddle Updates (Est \$750K) • TMC Controllers Workstation Refresh, small (Est. \$100K) • Fleet Management System Platform Implementation, complex (Est. \$1.5M) We are requesting PSC to approve the contract from \$7,000,000 to \$9,000,000. Additionally, we are modifying the PSC End Date to match the contract's end date, 7 years from the NTP date of 4/10/2019.

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

A. Specify required skills and/or expertise: Knowledge of specific trade-secret technology and software code which are proprietary to Conduent, the supplier. General expertise of supplier's technical specialists in electrical engineering, systems engineering, computer programming, safety validation and verification in a transit environment, relevant regulatory requirements, and complex performance simulation, testing, and commissioning experience.

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

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, the contractor will provide some hardware inventory, in addition to the professional/consulting 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.

Due to the proprietary nature of the products, City personnel do not have access to the software source code or design of specialized functionalities and modules. Replacement software applications and hardware parts plus specialized training and support must be contracted through Conduent. The labor maintenance of the spare parts will be performed by City personnel.

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

this work would not be practical because of the proprietary nature of Conduent products.

**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.  
N/A
- 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.  
Conduent Transport Solution, 443-259-7357, Aubrey Baber

**7. Union Notification:** On 07/13/22, the Department notified the following employee organizations of this PSC/RFP request:  
Professional & Tech Engrs, Local 21;

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

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

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

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 40072 - 17/18

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 07/21/2022

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: MUNICIPAL TRANSPORTATION AGENCY -- MTA

Dept. Code: MTA

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

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

Type of Service: As-needed technical assistance with Software/Hardware/Maintenance and support of Conduent prod

Funding Source: Local and Federal Funds

PSC Amount: \$7,000,000

PSC Est. Start Date: 07/01/2018

PSC Est. End Date  
06/30/2023

**1. Description of Work**

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

The San Francisco Municipal Transportation Agency (SFMTA) is seeking a contractor who will provide as-needed consulting services to provide technical assistance concerning the transit operation Conduent software system's function, maintenance, testing and system performance, reliability and safety certification.

When the SFMTA launched the transit operation dispatch system in November 2016, Conduent, Inc.'s computer aid dispatch system software, services, and hardware were introduced as a compatible solution for transit operation dispatch and automatic vehicle location solution. Conduent hardware was deployed throughout on SFMTA revenue vehicles, as well as at the fixed end servers, while Conduent software was installed and implemented to ensure systems' compatibility. This deployment to the entire revenue fleet is to be completed by the end of June 30, 2018.

The transit operation dispatch system encompasses Conduent software and hardware products already used by SFMTA systems. Conduent products already deployed need updates and especially the development of new features and functionalities to ensure compatibility with migrations and integrations with upcoming new systems currently being implemented for Intellex and Central Subway Projects.

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

The Conduent software system is essentially a critical communication tool that has improved safety and is vital to the efficiency of transit services. Any modifications to the original software or hardware already deployed will have to be developed with the SFMTA's customization and tested for performance, reliability, and compatibility in order to ensure continuous operations service and maintenance of warranties. These modifications include software upgrades, updates and maintenance, as well as hardware spare parts. If this service is denied, system disruptions may occur, severely impeding Agency core 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.  
Under PSC 41337-15/16, the Department of Emergency Management contracted to provide implementation of the City's 800MHz Emergency Radio System used by City agencies, including the SFMTA. However, the as-needed consulting service to provide technical assistance concerning new features and functionalities to ensure compatibility between other systems has not been provided in the past. This is because this system is new and the project contractors-- which include Conduent--have developed, implemented and currently maintain this system.

D. Will the contract(s) be renewed?  
It is likely that the contract will be renewed or extended.

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 combined duration of all expected projects that will impact and affect the current Conduent systems is expected to last about 9 years.

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

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

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

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

B. Explain the qualifying circumstances:

The Conduent products deployed and commissioned for the SFMTA are a collection of customized, specialized, proprietary system components that are critical to the functioning of the Agency's transit operations software system. This system can only operate with vendor-provided software, hardware and their as-needed and periodic maintenance, support and upgrades.

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

A. Specify required skills and/or expertise: Knowledge of specific trade-secret technology and software code which are proprietary to Conduent, the supplier. General expertise of supplier's technical specialists in electrical engineering, systems engineering, computer programming, safety validation and verification in a transit environment, relevant regulatory requirements, and complex performance simulation, testing, and commissioning experience.

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

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, the contractor will provide some hardware inventory, in addition to the professional/consulting 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.

Due to the proprietary nature of the products, City personnel do not have access to the software source code or design of specialized functionalities and modules. Replacement software applications and hardware parts plus specialized training and support must be contracted through Conduent. The labor maintenance of the spare parts will be performed by City personnel.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, adopting new civil service classes to perform this work would not be practical because of the proprietary nature of Conduent products.

**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. SFMTA employees will not be trained because of the proprietary nature of 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.

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 03/12/2018, 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: Rod Goree Phone: 415-646-2553 Email: rod.goree@sfmta.com

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 40072 - 17/18

DHR Analysis/Recommendation:

action date: 05/07/2018

Commission Approval Required  
conditions

Approved by Civil Service Commission with

05/07/2018 DHR Approved for 05/07/2018

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: MUNICIPAL TRANSPORTATION AGENCY -- MTA

Dept. Code: MTA

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

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

Type of Service: Employee Assistance Program

Funding Source: General Funds

PSC Duration: 7 years 1 day

PSC Amount: \$3,998,000

**1. Description of Work**

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

The proposal will provide a full-service, worksite-based, Employee Assistance Program (EAP) to provide clinical supervision and administrative support of the staff of three (3) full-time paid Peers and up to eight (8) volunteer Peers in the Peer Assistance Program (PAP). The contractor will also manage the San Francisco Municipal Transportation Agency's (SFMTA) Critical Incident Services for employees involved in on-the-job incidents such as accidents that result in serious injuries and /or fatalities, or crisis support and/or counseling involving assaults and/or threats. The EAP will provide conflict resolution one to one or in a team as needed. The program is designed to assist in the identification and resolution of productivity problems associated with employees' personal concerns, including but not limited to health, family, financial, drug and alcohol substance abuse, legal, emotional, stress, or other personal concerns which may adversely affect job performance.

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

As per the following Collective Bargaining Agreements, the San Francisco Municipal Transportation Agency ("SFMTA") has mutually agreed to create an Employee Assistance Program between Transport Workers Union Locals 250A and 200, Automotive Mechanics Local 1414, Teamsters Local 853, International Brotherhood of Electrical Workers Local 6, Laborers Union Local 261, Service Employees International Union Local 1021. Stationary Engineers Local 39, and Glazier and Glass Workers, Local 718. The SFMTA and the Unions have concluded that it is in the best interests of all concerned to establish a uniform EAP Program for all employees. On this basis, the parties agree that the SFMTA shall engage an outside contractor to provide these services. If services are denied, the Agency would be in violation of mutually agreed upon collective bargaining agreements between Transport Workers Union Locals 250A and 200, Automotive Mechanics Local 1414, Teamsters Local 853, International Brotherhood of Electrical Workers Local 6, Laborers Union Local 261, Service Employees International Union Local 1021. Stationary Engineers Local 39, and Glazier and Glass Workers, Local 718

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

The service has been provided previously through PCS# 41284 15/16, and PCS#4053-12/13

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 will be a 3-year contract with two (2) 2-year options = 7 years maximum. For the longevity and stability of the program, we request flexibility in the 7 years term with the 2x2 year option allows.

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

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

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

- B. Explain the qualifying circumstances:

The San Francisco Municipal Transportation Agency (“SFMTA”) has mutually agreed to create an Employee Assistance Program in the following Collective Bargaining Agreements between Transport Workers Union Locals 250A and 200, Automotive Mechanics Local 1414, Teamsters Local 853, International Brotherhood of Electrical Workers Local 6, Laborers Union Local 261, Service Employees International Union Local 1021, Stationary Engineers Local 39, and Glazier and Glass Workers, Local 718.

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

- A. Specify required skills and/or expertise: Must be Licensed clinicians with specialization in EAP services such as substance abuse, and critical response management. The consultant is required to respond on an as-needed basis and immediately as it relates specifically to a 24-hour/7-day-a-week transit agency environment. Must possess supervisory experience and a minimum of 2-year demonstrated expertise in specialized occupational services.
- B. Which, if any, civil service class(es) normally perform(s) this work? 2220, Physician; 2574, Clinical Psychologist; 2594, Employee Assistance Counselor;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No

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

N/A. The SFMTA and the Unions have concluded that it is in the best interests of all concerned to establish a uniform EAP Program for all employees. On this basis, the parties agree that the SFMTA shall engage an outside contractor to provide these services.

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

A. Explain why civil service classes are not applicable.

The San Francisco Municipal Transportation Agency (“SFMTA”) has mutually agreed to create an Employee Assistance Program in the following Collective Bargaining Agreements between Transport Workers Union Locals 250A and 200, Automotive Mechanics Local 1414, Teamsters Local 853, International Brotherhood of Electrical Workers Local 6, Laborers Union Local 261, Service Employees International Union Local 1021 Stationary Engineers Local 39, and Glazier and Glass Workers, Local 718. Therefore, SFMTA and the Unions have concluded that it is in the best interests of all concerned to establish a uniform EAP Program for all employees. On this basis, the parties agree that the SFMTA shall engage an outside contractor to provide these services.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. The SFMTA and the Unions have concluded that it is in the best interests of all concerned to establish a uniform EAP Program for all employees. On this basis, the parties agree that the SFMTA shall engage an outside contractor to provide these services

**6. Additional Information**

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

Yes. Contractor will provide clinical supervision of the Peer Assistance staff. This includes the presence of a qualified Program director on-site for no-less than 20 hours each week and supplemented by twenty-four-hour telephone access to other clinical resources when the Program director is not on site, or when additional clinical input is required.

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

Yes. Yes: There shall be a clinician employed by the outside contractor for EAP Services who will be on-site a minimum of 20 hours a week for employees assigned PEER responsibilities. Training may include • Assist employees in accessing the Voluntary Substance Abuse Program and EAP. • Provide ongoing support and case management for clients in the Voluntary Substance Abuse Program. • Abide by state and federal confidentiality laws. • Publicize the EAP verbally and through the distribution of literature. • Provide employees with information regarding the EAP and Voluntary Substance Abuse programs and create a forum for employees to discuss their concerns. • Seek out opportunities to participate in training programs to further develop knowledge and skills. • Develop and implement new ideas to increase utilization and maximize the effectiveness of the EAP and Voluntary Substance Abuse Programs. • Develop and maintain a professional environment in which to interact • Assist in education and training sessions for new and existing employees. • Keep accurate records of client contacts and promotional activities. • Other training as needed

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

Yes. Yes. The San Francisco Municipal Transportation Agency (“SFMTA”) has mutually agreed to create an Employee Assistance Program in the following Collective Bargaining Agreements between: Transport Workers Union Locals 250A and 200, Automotive Mechanics Local 1414, Teamsters Local 853 International Brotherhood of Electrical Workers Local 6, Laborers Union Local 261, Service Employees International Union Local 1021 Stationary Engineers Local 39, and Glazier and Glass Workers, Local 718.

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

**7. Union Notification:** On 11/19/2022, the Department notified the following employee organizations of this PSC/RFP request:  
Physicians and Dentists - 11AA; Physicians and Dentists - 8CC; Professional & Tech Engrs, Local 21; SEIU 1021 Miscellaneous; SEIU Local 1021; SEIU, Local 1021 (Staff Nurse & Per Diem Nurse)

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, 6th Floor San Francisco, CA 94103

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 42856 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/06/2023

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

## Choi, Suzanne (HRD)

---

**From:** dhr-psccordinator@sfgov.org on behalf of amy.nuque@sfmta.com  
**Sent:** Saturday, November 19, 2022 11:48 AM  
**To:** Nuque, Amy (MTA); snaranjo@cirseiu.org; jennifer.esteen@seiu1021.org; emathurin@cirseiu.org; abush@cirseiu.org; sbabaria@cirseiu.org; kcartermartinez@cirseiu.org; ablood@cirseiu.org; max.porter@seiu1021.org; sarah.wilson@seiu1021.org; Sandeep.lal@seiu1021.me; leah.berlanga@seiu1021.org; Najuwanda Daniels; Jason Klumb; Frigault, Noah (HRC); Julie.Meyers@sfgov.org; Thomas Vitale; Ricardo.lopez@sfgov.org; Kbasconillo@sflower.org; pcamarillo\_seiu@sbcglobal.net; Wendy Frigillana; 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; Laxamana, Junko (DBI); WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; l21pscreview@ifpte21.org; Pierre King - UAPD; tjenkins@uapd.com; jduritz@uapd.com; Nuque, Amy (MTA); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 42856 - 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 42856 - 22/23 more than \$100k

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a request for a Personal Services Contract (PSC) 42856 - 22/23 for \$3,998,000 for Initial Request services for the period 12/01/2023 – 11/30/2030. 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:

[https://url.avanan.click/v2/\\_\\_\\_http://apps.sfgov.org/dhrdrupal/node/19378\\_\\_\\_YXAzOnNmZHQyOmE6bzowN2E4MmViMTM4YmNIZjcyMTI4MTM0OThiZjE4MzFjMjo2OjZlZmY6Y2U0NmExYmNhZTM0OGQwOGI3NzFjNDg4ZmZiY2Q2OGMxMjhmNGI3MTJlMTM5NGYzMmYzOGMyYjI3MjVlMmQ5ZjpwOIQ](https://url.avanan.click/v2/___http://apps.sfgov.org/dhrdrupal/node/19378___YXAzOnNmZHQyOmE6bzowN2E4MmViMTM4YmNIZjcyMTI4MTM0OThiZjE4MzFjMjo2OjZlZmY6Y2U0NmExYmNhZTM0OGQwOGI3NzFjNDg4ZmZiY2Q2OGMxMjhmNGI3MTJlMTM5NGYzMmYzOGMyYjI3MjVlMmQ5ZjpwOIQ) 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)**

Consolidated-Crafts-2022-2024 Local 261 11.14.22 page 7 and 88

**MEMORANDUM OF UNDERSTANDING**

**Between and For**

**THE CITY AND COUNTY OF SAN FRANCISCO**

**And**

**BRICKLAYERS AND ALLIED CRAFTS, LOCAL 3**

**And**

**HOD CARRIERS OF LIUNA, LOCAL 261**

**And**

**THE NORTHERN CALIFORNIA CARPENTERS REGIONAL COUNCIL,  
THE CARPENTERS 46 NORTHERN CALIFORNIA COUNTIES CONFERENCE BOARD,  
AND CARPENTERS LOCAL NO. 22**

**And**

**CARPET, LINOLEUM AND SOFT TILE WORKERS, LOCAL 12**

**And**

**PLASTERERS AND CEMENT MASONS, LOCAL 300**

**And**

**GLAZIERS, ARCHITECTURAL METAL AND GLASS WORKERS,  
LOCAL UNION NO. 718**

**And**

**INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES,  
MOVING PICTURE TECHNICIANS, ARTIST AND ALLIED CRAFTS OF THE  
UNITED STATES, ITS TERRITORIES AND CANADA,  
LOCAL 16**

**And**

**INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL ORNAMENTAL,  
REINFORCING IRON WORKERS, RIGGERS AND MACHINERY MOVERS,  
LOCAL 377**

**And**



**PILE DRIVERS, DIVERS, CARPENTERS, BRIDGE, WHARF AND DOCK BUILDERS,  
LOCAL UNION NO. 34**

**And**

**PLASTERERS AND SHOPHANDS,  
LOCAL 66**

**And**

**UNITED UNION OF ROOFERS, WATERPROOFERS AND ALLIED WORKERS,  
LOCAL 40**

**And**

**INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL, AND  
TRANSPORTATION WORKERS, SHEET METAL WORKERS  
LOCAL UNION NO. 104**

**And**

**TEAMSTERS, LOCAL 853**

**JULY 1, 2022 - JUNE 30, 2024**

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**APPENDIX E: GLAZIERS, LOCAL 718**

The following terms in this Appendix apply only to employees represented by the Glaziers, Architectural Metal and Glass Workers, Local Union No. 718

**1. PARKING**

Effective July 1, 2006, permanent covered employees at the Department of Public Works shall have priority consideration for available parking.

**2. PAST PRACTICES**

**Vacation Sign-ups**

Vacation sign-ups as currently practices shall continue.

**Specialty Tools**

Specialty tools shall continue to be provided by the City and County of San Francisco.

**City Vehicles**

The practice whereby employees take city vehicles home when assigned shall continue.

**3. DEPARTMENT OF TRANSPORTATION EMPLOYEE ASSISTANCE PROGRAM (EAP) AND PEER COUNSELING PROGRAM**

1. Overview of EAP Program - This Employee Assistance Program (“EAP”) is designed to provide coverage for employees only, and to assist employees in consultation with their families where clinically appropriate, with problems that may affect their ability to perform their jobs. The EAP shall offer counseling services, including assessment and referral, brief treatment, and follow-up services.

EAP’s offer assistance by helping employees assess and identify problems arising from a variety of personal areas.

EAP’s assist employees by referring them to services which lead to solutions.

EAP’s provide training and consultation services to management and union leadership regarding assisting troubled employees.

The primary goal of the EAP will be to maintain employee’s ability to be fully productive on the job. EAP’s help employees, management, and supervisors maintain a high level of service by:

[Stationary-Engineers-Local-39-2022-2024 11.14.22 page 4 and 73](#)

**MEMORANDUM OF UNDERSTANDING**

**By and Between**

**THE CITY AND COUNTY OF SAN FRANCISCO**

**And**

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS  
STATIONARY ENGINEERS, LOCAL 39**

**For Fiscal Years**

**JULY 1, 2022 - JUNE 30, 2024**

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## ***APPENDIX B***

Acting as an education and training resource.

Employees shall be able to access the EAP through calling directly (self-referral), through the Peer Assistants, or through a supervisory referral based on job performance. Participation in the EAP is voluntary.

Establishing a voluntary EAP to compliment the mandatory testing program is intended to encourage employees to seek treatment early and on their own. The EAP will assist employees in obtaining information, guidance, and counseling to help them handle their problems before they become a drug testing or disciplinary issue.

An outside vendor has been selected and will perform the following duties:

- Maintain a toll-free telephone access for referrals and respond to calls in no more than sixty (60) seconds.
- Provide union/management consultation relative to the development and integration of organizational policies and procedures necessary for effective Employee Assistance Program implementation
- Orient employees regarding the purpose, scope, nature and use of the Employee Assistance Program.
- Train Union (including Division Chairpersons and any other Union officials), supervisory and management staff to develop the knowledge and skills necessary to effectively utilize the program in the performance of their responsibilities.
- Provide direct one-to-one counseling utilizing licensed professional staff for crisis management and to identify and evaluate personal concerns among Employer's employees and/or their immediate dependents. Such direct counseling shall provide for three (3) sessions per family per year. Fees for any counseling sessions exceeding three (3) will become the financial responsibility of the employee and/or dependent, unless otherwise arranged for by the employer. For non-urgent situations, an appointment will be offered within seventy-two (72) hours of request. For urgent situations, an appointment will be offered on the same day as the request for service.
- Provide legal consultation, medical advice, financial consultation; one (1) consultation per incident is provided for each service, up to three (3) incidents per service, per year.
- Provide referral services to professional community resources for treatment and/or assistance, as may be appropriate.
- Provide continuing liaison and contact, when appropriate, between the employee, treatment agent or agency, and Employer to determine case status.

## ***APPENDIX B***

- Provide monthly statistical evaluation of program activity, and other reports, as needed.
- Send its principal or the designated representative to monthly meetings of the Municipal Railway Improvement Fund Board of Trustees, and any other meetings as reasonably required.
- Assess all employees involved in Critical Incidents (e.g., on the job assaults, threats and/or accidents) that occur while on duty.
- Provide up to three (3) counseling visits per employee involved in a Critical Incident.
- Develop Critical Incident Program Policies and Procedures.
- Provide Critical Incident Case management, including:
  - (a) Determination regarding an employee's ability to perform duties, including coordination with management and union personnel for employees who require time off work as a result of a Critical Incident;
  - (b) Assisting employees in securing additional counseling visits beyond the three (3) Critical Incident/trauma response visits described above, when necessary.

### **B. Organization**

#### (1) The Joint Labor-Management Committee:

- (a) Membership and Meetings: Five (5) Committee members and two (2) alternate members to be appointed by the Unions. Five (5) Committee members to be appointed by the City.

If the City chooses to appoint less than five persons, it shall still have voting strength equal to that of the Unions. On the matters that come before the Committee, the City shall have one vote and the Unions shall have one vote. The vote of each side shall be controlled by the votes of the Committee members present for each respective side.

The Committee shall elect from its ranks a Chairperson and a Co-Chair, one of whom shall be a City appointee and the other the Unions' appointee. The Chair shall be held by one side for a year, then relinquished to the other side for the next year. Either the City or the Unions may replace their named Chair or Co-Chair at any time. The Chair shall preside over meetings of the Committee. In the absence of the Chair, the Co-Chair shall so preside. The



**APPENDIX B**

MTA Director of Transportation shall provide staff support to the Committee as appropriate.

A quorum for the transaction of business by the Committee shall consist of three (3) Union Committee members and a majority of the City-appointed Committee members.

- (b) Functions: To receive and review information regarding the Substance Abuse and Peer Assistance Programs.
- (c) Consolidation of Committees: The parties to this Agreement and to the Agreement concerning drug and alcohol testing and EAP between TWU Local 250A and the MTA may elect to combine the joint labor-management committee established here and in the Local 250A Agreement.

(2) Substance Abuse Program:

The MTA Director of Transportation or designee will manage all aspects of the FTA-mandated Substance Abuse Program. The director or designee shall have appointing and removal authority over all personnel working for the Substance Abuse Program personnel, and shall be responsible for the supervision of the SAP.

(3) EAP Services:

The City and the Unions have concluded that it is in the best interests of all concerned to establish a uniform EAP Program for all employees. On this basis, the parties agree that the City shall engage an outside contractor to provide these services.

(4) The Peer Assistance System:

(a) Structure:

The outside contractor selected to provide EAP services shall also be directly responsible for the clinical and administrative management of the Peer Assistance Program. This Program shall be established on a 24-hour, seven-day a week basis. The peer assistants shall provide coverage during regular business hours (Monday - Friday, 8:30 a.m. - 5:00 p.m.) for all Muni worksites or sections. A system-wide EAP crisis hotline shall be established. Night, weekend and holiday crisis coverage shall be provided by one of the peer assistants and shall be rotated among the peer assistants, who shall be available on a pager. The full compensation of the Peer Assistant providing such night, weekend and holiday coverage shall be pager pay. Pager pay will not be provided for regular daily coverage.

(b) Peer Assistance Oversight Committee:

**APPENDIX B**

This Committee, composed of one representative from Locals 250A, 200, 6, 790 and 1414, shall be responsible for trouble-shooting and making decisions on program operations.

(c) MTA Liaison:

The MTA Liaison shall be an individual designated by the MTA Director of Transportation to serve as the City's emissary in matters such as labor relations and administrative issues.

(d) Qualifications:

- A MUNI employee who has previous counseling experience or is interested in peer counseling and is willing to make a two year commitment to pursue training and education toward certification as a drug and alcohol counselor  
OR
- A MUNI employee who was a former substance abuser who has been clean and sober for a least two years and who continues to participate in a twelve step program  
OR
- A MUNI employee who has had experience with family members' substance abuse and who had participated in a self-help group for co-dependency  
AND
- A MUNI employee who is respected by their peers, the union, and the management  
AND
- A MUNI employee who is committed to the goals of the Peer Assistance Program

(e) Duties:

- Assist employees in accessing the Voluntary Substance Abuse Program and EAP.
- Provide on-going support and case management for clients in the Voluntary Substance Abuse Program.
- Abide by state and federal confidentiality laws.
- Publicize the EAP verbally and through distribution of literature.

## ***APPENDIX B***

- Provide employees with information regarding the EAP and Voluntary Substance Abuse programs and create a forum for employees to discuss their concerns.
- Assist in publication of Voluntary Substance Abuse Program newsletter.
- Seek out opportunities to participate in training programs to further develop knowledge and skills.
- Develop and implement new ideas to increase utilization and maximize the effectiveness of the EAP and Voluntary Substance Abuse Programs.
- Develop and maintain a professional environment in which to interact with clients.
- Develop a group of volunteers in the divisions to support the goals of the EAP and Voluntary Substance Abuse Programs.
- Assist in education and training sessions for new and existing employees.
- Keep accurate records of client contacts and promotional activities.

(f) Staffing:

There shall be a clinician employed by the outside contractor for EAP Services who will be on-site a minimum of 20 hours a week. The clinician shall report directly to the outside contractor, Peer Assistance Oversight Committee and the MIF liaison. There shall be three full-time Peer Assistants reporting to the outside contractor.

(g) Volunteer Peer Assistants:

1. Up to eight (8) Volunteer Peer Assistants.
2. Assist peer assistants upon request during their off-duty time.
3. They shall participate in designated training.
4. Their activities shall be within the limits of their training.
5. Volunteer peer assistants will receive no compensation for their services.

(h) Functions:

## **APPENDIX B**

The outside contractor, in consultation with the Peer Assistance Oversight Committee, shall develop procedures for the Peer Assistance Program.

(i) **Civil Service Commission Approval:**

The use of peer assistants shall be subject to the approval of the Civil Service Commission.

**C. Pay Status During Voluntary Self-Referral Treatment (Voluntary Substance Abuse Program)**

(1) An employee who has a drug and/or alcohol abuse problem and has not been selected for drug and/or alcohol testing can voluntarily submit to the EAP for treatment. The EAP will evaluate the employee and make a specific determination of appropriate treatment. An employee who has completed two rehabilitation programs may not elect further rehabilitation under this program.

(2) In the case of the up to two voluntary, employee-initiated referrals, the MTA will pay the employee the difference between the employee's SDI benefits, use of accrued paid leaves, and any catastrophic illness benefits, and the employee's regular hourly base pay, for up to the eight hours per day for full-time employees and up to three hours per day for part-time employees, up to a maximum of 21 work days during a five-year period. This provision shall not apply in the event the employee does not receive SDI benefit payments or during the follow-up period established by the SAP after a positive test.

**D. Non-Paid Status During Treatment After Positive Test**

The employee will be in a non-pay status during any absence for evaluation or treatment, while participating in a rehabilitation program.

**E. Education and Training**

The foundation of this Program is education and voluntary compliance. It is recognized that alcohol and chemical dependency may make voluntary cessation of use difficult, and one of the Program's principal aims is to make voluntary steps toward ending substance abuse easily available.

The outside contractor shall review and develop on-going educational and training information on the adverse consequences of substance abuse and the responsibility to avoid being under the influence of alcohol or chemicals at work. Certain training required by the DOT Regulations shall be the responsibility of the Substance Abuse Program.

**F. Confidentiality**

## ***APPENDIX B***

Participation in the EAP shall be confidential and shall be conducted in accordance with DOT and DHHS standards.

### **G. Funding**

The Employee Assistance Program and the Peer Assistance Oversight Committee shall be funded by the City.

### **H. Special Provisions**

Any proposed discipline resulting from the FTA Drug and alcohol testing program shall be in accordance with the MOU's, as amended June 12, 1995. The MTA and the City recognize the rights of employees and/or the Unions, who may consider themselves aggrieved by any discipline proposed, to raise such grievance through the authorized grievance procedure. The MTA Director of Transportation will act in a fair and equitable manner, and shall prescribe that no personnel hired, contracted, selected or directly involved in the drug and alcohol testing program shall propose or render discipline.

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**MEMORANDUM OF UNDERSTANDING BETWEEN**

**THE San Francisco MUNICIPAL TRANSPORTATION AGENCY**

**AND**

**THE TRANSPORT WORKERS' UNION, AFL-CIO  
LOCAL 250-A  
TRANSIT FARE INSPECTORS (9132)**

**FOR SERVICE CRITICAL CLASSIFICATIONS**

**AT THE San Francisco MUNICIPAL TRANSPORTATION AGENCY**

**July 1, 2022 – June 30, 2024**

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## **Appendix A – EMPLOYEE ASSISTANCE PROGRAM AND PEERCOUNSELING PROGRAM**

Transport Workers Union Locals 250A and 200, Automotive Mechanics Local 1414, Teamsters Local 853, International Brotherhood of Electrical Workers Local 6, Laborers Union Local 261, Service Employees International Union Local 790, Stationary Engineers Local 39, and Glazier and Glass Workers, Local 718, and the San Francisco Municipal Transportation Agency SFMTA”) hereby agree to create an Employee Assistance Program as follows:

### **A. OVERVIEW OF EAP PROGRAM**

This Employee Assistance Program (“EAP”) shall cover employees only, and is designed to assist employees, in consultation with their families where clinically appropriate, with problems that may affect their ability to perform their jobs. The EAP shall offer counseling services, including assessment, referral, and follow-up services.

EAP’s offer assistance by helping employees assess and identify problems arising from a variety of personal areas.

EAP’s assist employees by referring them to services which lead to solutions.

EAP’s provide training and consultation services to management and union leadership regarding assisting troubled employees.

The primary goal of the EAP will be to maintain employee’s ability to be fully productive on the job. EAP’s help employees, management, and supervisors maintain a high level of service by:

Motivating employees to help;

Helping supervisors identify troubled employees with job performance problems that may be related to personal problems;

Assessing employees with alcohol abuse, drug abuse, family problems, depression, stress and other problems that can result in performance problems;

Providing easily accessible quality helping services which include short-term problem-solving and referrals to more intensive care;

Providing crisis intervention services;

Providing follow-up assistance to support and guide employees through the resolution of their problems; and by Acting as an education and training resource.

Employees shall be able to access the EAP through calling directly (self-referral), through the Peer Assistants, or through a supervisory referral based on job performance. Participation in the EAP is voluntary.

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TRANSPORT WORKERS’ UNION LOCAL 250-A (CLASS 9132)

Establishing a voluntary EAP to compliment the mandatory testing program is intended to encourage employees to seek treatment early and on their own. The EAP will assist employees in obtaining information, guidance, and counseling to help them handle their problems before they become a drug testing or disciplinary issue.

An outside vendor has been selected and will perform the following duties:

- Maintain a toll-free telephone access for referrals and respond to calls in no more than sixty (60) seconds.
- Provide union/management consultation relative to the development and integration of organizational policies and procedures necessary for effective Employee Assistance Program implementation.
- Orient employees regarding the purpose, scope, nature and use of the Employee Assistance Program.
- Train Union (including Division Chairpersons and any other Union officials), supervisory and management staff to develop the knowledge and skills necessary to effectively utilize the program in the performance of their responsibilities.
- Provide direct one-to-one counseling utilizing licensed professional staff for crisis management and to identify and evaluate personal concerns among Employer's employees and/or their immediate dependents. Such direct counseling shall provide for three (3) sessions per family per year. Fees for any counseling sessions exceeding three (3) will become the financial responsibility of the employee and/or dependent, unless otherwise arranged for by the employer. For non-urgent situations, an appointment will be offered within seventy-two (72) hours of request. For urgent situations, an appointment will be offered on the same day as the request for service.
- Provide legal consultation, medical advice, financial consultation; one (1) consultation per incident is provided for each service, up to three (3) incidents per service, per year.
- Provide referral services to professional community resources for treatment and/or assistance, as may be appropriate.
- Provide continuing liaison and contact, when appropriate, between the employee, treatment agent or agency, and Employer to determine case status.
- Provide monthly statistical evaluation of program activity, and other reports, as needed.
- Send its principal or his designated representative to monthly meetings of the Municipal Railway Improvement Fund Board of Trustees, and any other meetings

as reasonably required.

- Assess all employees involved in Critical Incidents (e.g., on the job assaults, threats and/or accidents) that occur while on duty.
- Provide up to three (3) counseling visits per employee involved in a Critical Incident.
- Develop Critical Incident Program Policies and Procedures.
- Provide Critical Incident Case management, including:
  - (a) Determination regarding an employee's ability to perform duties, including coordination with management and union personnel for employees who require time off work as a result of a Critical Incident;
  - (b) Assisting employees in securing additional counseling visits beyond the three (3) Critical Incident/trauma response visits described above, when necessary.

## **B. ORGANIZATION**

### **1. The Joint Labor-Management Committee:**

- (a) Membership and Meetings: Five (5) Committee members and two (2) alternate members to be appointed by the Unions. Five (5) Committee members to be appointed by the SFMTA.

If the SFMTA chooses to appoint less than five persons, it shall still have voting strength equal to that of the Unions. On the matters that come before the Committee, the SFMTA shall have one vote and the Unions shall have one vote. The vote of each side shall be controlled by the votes of the Committee members present for each respective side.

The Committee shall elect from its ranks a Chairperson and a Co-Chair, one of whom shall be a SFMTA appointee and the other the Unions' appointee. The Chair shall be held by one side for a year, then relinquished to the other side for the next year. Either the SFMTA or the Unions may replace their named Chair or Co-Chair at any time. The Chair shall preside over meetings of the Committee. In the absence of the Chair, the Co-Chair shall so preside. The SFMTA General Manager shall provide staff support to the Committee as appropriate.

A quorum for the transaction of business by the Committee shall consist of three (3) Union Committee members and a majority of the SFMTA appointed Committee members.

- (b) Functions: To receive and review information regarding the Substance Abuse and Peer Assistance Programs.

(c) Consolidation of Committees: The parties to this Agreement and to the Agreement concerning drug and alcohol testing and EAP between TWU Local 250A and the SFMTA may elect to combine the joint labor- management committee established here and in the Local 250A Agreement.

2. Substance Abuse Program:

The SFMTA General Manager or designee will manage all aspects of the FTA-mandated Substance Abuse Program. He/she shall have appointing and removal authority over all personnel working for the Substance Abuse Program personnel and shall be responsible for the supervision of the SAP.

3. EAP Services:

The SFMTA and the Unions have concluded that it is in the best interests of all concerned to establish a uniform EAP Program for all employees. On this basis, the parties agree that the SFMTA shall engage an outside contractor to provide these services.

4. The Peer Assistance System:

(a) Structure:

The outside contractor selected to provide EAP services shall also be directly responsible for the clinical and administrative management of the Peer Assistance Program. This Program shall be established on a 24-hour, seven-day a week basis. The peer assistants shall provide coverage during regular business hours (Monday - Friday, 8:30 a.m. - 5:00 p.m.) for all Muni worksites or Sections. A system-wide EAP crisis hotline shall be established. Night, weekend and holiday crisis coverage shall be provided by one of the peer assistants and shall be rotated among the peer assistants, who shall be available on an electronic communication device. The full compensation of the Peer Assistant providing such night, weekend and holiday coverage shall be by Standby Pay at the rate of ten percent (10%) of their regular straight time rate of pay. Standby Pay will not be provided for regular daily coverage.

(b) Peer Assistance Oversight Committee:

This Committee, composed of one representative from Locals 250A, 200, 6, 790 and 1414, shall be responsible for trouble-shooting and making decisions on program operations.

(c) SFMTA Liaison:

The SFMTA Liaison shall be an individual designated by the SFMTA General Manager to serve as the SFMTA's emissary in matters such as labor relations and administrative issues.

(d) Qualifications:

- A MUNI employee who has previous counseling experience or is interested in peer counseling and is willing to make a two year commitment to pursue training and education toward certification as a drug and alcohol counselor

OR

- A MUNI employee who was a former substance abuser who has been clean and sober for a least two years and who continues to participate in a twelve step program

OR

- A MUNI employee who has had experience with family members' substance abuse and who had participated in a self-help group for co-dependency

AND

- A MUNI employee who is respected by their peers, the union, and the management

AND

- A MUNI employee who is committed to the goals of the Peer Assistance Program

(e) Duties:

- Assist employees in accessing the Voluntary Substance Abuse Program and EAP.
- Provide on-going support and case management for clients in the Voluntary Substance Abuse Program.
- Abide by state and federal confidentiality laws.
- Publicize the EAP verbally and through distribution of literature.
- Provide employees with information regarding the EAP and Voluntary Substance Abuse programs and create a forum for employees to discuss their concerns.
- Assist in publication of Voluntary Substance Abuse Program newsletter.
- Seek out opportunities to participate in training programs to further develop knowledge and skills.
- Develop and implement new ideas to increase utilization and maximize the effectiveness of the EAP and Voluntary Substance Abuse Programs.
- Develop and maintain a professional environment in which to interact with clients.

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CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND  
TRANSPORT WORKERS' UNION LOCAL 250-A (CLASS 9132)

- Develop a group of volunteers in the divisions to support the goals of the EAP and Voluntary Substance Abuse Programs.
- Assist in education and training sessions for new and existing employees.
- Keep accurate records of client contacts and promotional activities.

(f) Staffing:

There shall be a clinician employed by the outside contractor for EAP Services who will be on-site a minimum of 20 hours a week. The clinician shall report directly to the outside contractor, Peer Assistance Oversight Committee and the MIF liaison. There shall be three full-time Peer Assistants reporting to the outside contractor.

(g) Volunteer Peer Assistants:

1. Up to eight (8) Volunteer Peer Assistants.
2. Assist peer assistants upon request during their off-duty time.
3. They shall participate in designated training.
4. Their activities shall be within the limits of their training.
5. Volunteer peer assistants will receive no compensation for their services.

(h) Functions:

The outside contractor, in consultation with the Peer Assistance Oversight Committee, shall develop procedures for the Peer Assistance Program.

(i) Civil Service Commission Approval:

The use of peer assistants shall be subject to the approval of the Civil Service Commission.

**C. PAY STATUS DURING VOLUNTARY SELF-REFERRAL TREATMENT**

Voluntary Substance Abuse Program

An employee who has a drug and/or alcohol abuse problem and has not been selected for drug and/or alcohol testing can voluntarily refer the employee to the EAP for treatment. The EAP will evaluate the employee and make a specific determination of appropriate treatment. An employee who has completed two rehabilitation programs may not elect further rehabilitation under this program.

- (1) In the case of the up to two voluntary, employee-initiated referrals, the SFMTA will pay the employee the difference between the employee's SDI benefits, use of accrued paid leaves, and any catastrophic illness benefits, and the employee's regular hourly base pay, for up to

the eight hours per day for full-time employees and up to three hours per day for part-time employees, up to a maximum of 21 work days during a five- year period. This provision shall not apply in the event the employee does not receive SDI benefit payments or during the follow-up period established by the SAP after a positive test.

**D. NON-PAID STATUS DURING TREATMENT AFTER POSITIVE TEST**

The employee will be in a non-pay status during any absence for evaluation or treatment, while participating in a rehabilitation program.

**E. EDUCATION AND TRAINING**

The foundation of this Program is education and voluntary compliance. It is recognized that alcohol and chemical dependency may make voluntary cessation of use difficult, and one of the Program's principal aims is to make voluntary steps toward ending substance abuse easily available.

The outside contractor shall review and develop on-going educational and training information on the adverse consequences of substance abuse and the responsibility to avoid being under the influence of alcohol or chemicals at work. Certain training required by the DOT Regulations shall be the responsibility of the Substance Abuse Program.

**F. CONFIDENTIALITY**

Participation in the EAP shall be confidential and shall be conducted in accordance with DOT and DHHS standards.

**G. FUNDING**

The Employee Assistance Program and the Peer Assistance Oversight Committee shall be funded by the SFMTA.

**H. SPECIAL PROVISIONS**

Any proposed discipline resulting from the FTA Drug and alcohol testing program shall be in accordance with the CBAs, as amended June 12, 1995. The SFMTA recognizes the rights of employees and/or the Unions, who may consider themselves aggrieved by any discipline proposed, to raise such grievance through the authorized grievance procedure. The SFMTA General Manager will act in a fair and equitable manner, and shall prescribe that no personnel hired, contracted, selected or directly involved in the drug and alcohol testing program shall propose or render discipline.

## **Appendix B – RETIREMENT HEALTH BENEFITS – FUNDING**

The SFMTA and TWU Local 250-A agree that it is in the interests of the public and all SFMTA employees that sufficient funds be made available for the payment of the retiree medical benefits provided by the City Charter. As of January 2007, the City has an obligation to report its unfunded liability for retiree medical benefits, as required by the Governmental Accounting Standards Board. In recognition of these facts, TWU Local 250-A and the SFMTA agree to participate in a City-wide Retiree Health Benefits Committee, which will include other unions and employee organizations representing City and SFMTA employees, to study and make recommendations regarding funding of retiree health benefits.



[Clean MOU 9163 250 A page 5 and 66](#)



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY**

**AND**

**TRANSPORT WORKERS' UNION, LOCAL 250-A (9163)**

**JULY 1, 2022– JUNE 30, 2024**

Memorandum of Understanding Between  
Transport Workers Union, Local 250-A (9163) and Municipal Transportation Agency  
July 1, 2022 – June 30, 2024

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### **Section 26.2 Confidentiality**

329. Participation in the EAP shall be confidential and shall be conducted in accordance with DOT and DHHS standards.

### **Section 26.3 Continuation of Peer Assistance System**

330. No later than September 1, 2011, the parties agree to meet and confer with all affected Unions about whether or not to reduce the staffing level for the Peer Assistance System described in this Article.
331. SFMTA offers the Operators the following Employee Assistance program for the term of the Agreement:

### **Section 26.4 Overview of EAP Program**

332. This Employee Assistance Program (“EAP”) shall cover employees only, and is designed to assist employees, in consultation with their families where clinically appropriate, with problems that may affect their ability to perform their jobs. The EAP shall offer counseling services, including assessment, referral, and follow-up services.
333. EAP’s offer assistance by helping employees assess and identify problems arising from a variety of personal areas.
334. EAP’s assist employees by referring them to services which lead to solutions.
335. EAP’s provide training and consultation services to management and Transport Workers Union Local 250-A leadership regarding assisting troubled employees.
336. The primary goal of the EAP will be to maintain employee’s ability to be fully productive on the job. EAP’s help employees, management, and supervisors maintain a high level of service by:
337. Motivating employees to help;
338. Helping supervisors identify troubled employees with job performance problems that may be related to personal problems;
339. Assessing employees with alcohol abuse, drug abuse, family problems, depression, stress and other problems that can result in performance problems;
340. Providing easily accessible quality helping services which include short- term problem-solving and referrals to more intensive care;
341. Providing crisis intervention services;

342. Providing follow-up assistance to support and guide employees through the resolution of their problems; and by
343. Acting as an education and training resource.
344. Employees shall be able to access the EAP through calling directly (self-referral), through the Peer Assistants, or through a supervisory referral based on job performance. Participation in the EAP is voluntary.
345. Establishing a voluntary EAP to compliment the mandatory testing program is intended to encourage employees to seek treatment early and on their own. The EAP will assist employees in obtaining information, guidance, and counseling to help them handle their problems before they become a drug testing or disciplinary issue.
346. An outside vendor has been selected and will perform the following duties:
347. Maintain toll-free telephone access for referrals and respond to calls in no more than sixty (60) seconds.
348. Provide Transport Workers Union Local 250-A/management consultation relative to the development and integration of organizational policies and procedures necessary for effective Employee Assistance Program implementation.
349. Orient employees regarding the purpose, scope, nature and use of the Employee Assistance Program.
350. Train Transport Workers Union Local 250-A (including Division Chairpersons and any other Transport Workers Union Local 250-A officials), supervisory and management staff to develop the knowledge and skills necessary to effectively utilize the program in the performance of their responsibilities.
351. Provide direct one-to-one counseling utilizing licensed professional staff for crisis management and to identify and evaluate personal concerns among Employer's employees and/or their immediate dependents. Such direct counseling shall provide for three (3) sessions per family per year.  
  
Fees for any counseling sessions exceeding three (3) will become the financial responsibility of the employee and/or dependent, unless otherwise arranged for by the employer. For non-urgent situations, an appointment will be offered within seventy-two (72) hours of request. For urgent situations, an appointment will be offered on the same day as the request for service.
352. Provide legal consultation, medical advice, financial consultation; one (1) consultation per incident is provided for each service, up to three (3) incidents per service, per year.
353. Provide referral services to professional community resources for treatment and/or assistance, as may be appropriate.

354. Provide continuing liaison and contact, when appropriate, between the employee, treatment agent or agency, and Employer to determine case status.
355. Provide monthly statistical evaluation of program activity, and other reports, as needed.
356. Send its principal or designated representative to monthly meetings of the Municipal Railway Improvement Fund Board of Trustees, and any other meetings as reasonably required.
357. Assess all employees involved in Critical Incidents (e.g., on the job assaults, threats and/or accidents) that occur while on duty.
358. Provide up to three (3) counseling visits per employee involved in a Critical Incident.
359. Develop Critical Incident Program Policies and Procedures.
360. Provide Critical Incident Case management, including:
  - (a) Determination regarding an employee's ability to perform duties, including coordination with management and Transport Workers Union Local 250-A personnel for employees who require time off work as a result of a Critical Incident.
  - (b) Assisting employees in securing additional counseling visits beyond the three (3) Critical Incident/trauma response visits described above, when necessary.

### **Section 26.5 Organization**

1. The Joint Labor-Management Committee:
  361. a. Membership and Meetings: Five (5) Committee members and two (2) alternate members to be appointed by the Unions. Five (5) Committee members to be appointed by SFMTA.
  362. If MUNI chooses to appoint less than five persons, it shall still have voting strength equal to that of the Unions. On the matters that come before the Committee, MUNI shall have one vote and the Unions shall have one vote. The vote of each side shall be controlled by the votes of the Committee members present for each respective side.
  363. The Committee shall elect from its ranks a Chairperson and a Co-Chair, one of whom shall be a MUNI appointee and the other the Unions' appointee. The Chair shall be held by one side for a year, then relinquished to the other side for the next year. Either MUNI or the

Unions may replace their named Chair or Co-Chair at any time. The Chair shall preside over meetings of the Committee. In the absence of the Chair, the Co-Chair shall so preside. The Executive Director/CEO or designee shall provide staff support to the Committee as appropriate.

- 364. A quorum for the transaction of business by the Committee shall consist of three (3) Transport Workers Union Local 250-A Committee members and a majority of MUNI appointed Committee members.
- 365. b. Functions: To receive and review information regarding the Substance Abuse and Peer Assistance Programs.
- 366. c. Consolidation of Committees: The parties to this Agreement and to the Agreement concerning drug and alcohol testing and EAP between TWU Local 250A and MUNI may elect to combine the joint labor-management committee established here and in the Local 250A Agreement.

2. Substance Abuse Program:

- 367. The Executive Director/CEO or designee will manage all aspects of the FTA-mandated Substance Abuse Program. The Executive Director/CEO or designee shall have appointing and removal authority over all personnel working for the Substance Abuse Program personnel and shall be responsible for the supervision of the SAP.

3. EAP Services:

- 368. The SFMTA and the Unions have concluded that it is in the best interests of all concerned to establish a uniform EAP Program for all employees. On this basis, the parties agree that the SFMTA Improvement Fund shall engage an outside contractor to provide these services.

4. The Peer Assistance System:

a. Structure:

- 369. The outside contractor selected to provide EAP services shall also be directly responsible for the clinical and administrative management of the Peer Assistance Program. This Program shall be established on a 24-hour, seven-day a week basis. The peer assistants shall provide coverage during regular business hours (Monday - Friday, 8:30 a.m. - 5:00 p.m.) for all SFMTA worksites or sections. A system-wide EAP crisis hotline shall be established. Night, weekend and holiday crisis coverage shall be provided by one of the peer assistants and shall be rotated among the peer assistants, who shall be available on a pager. The full compensation of the Peer Assistant providing such night, weekend and holiday coverage shall be pager pay. Pager pay will not be provided for regular daily coverage.

b. Peer Assistance Oversight Committee:

370. This Committee, composed of one representative from Locals 250A, 200, 6, 790 and 1414, shall be responsible for trouble- shooting and making decisions on program operations

c. MIF Liaison:

371. The MIF Liaison shall be an individual designated by the Executive Director/CEO or designee to serve as SFMTA's emissary in matters such as labor relations and administrative issues.

d. Qualifications:

372. A SFMTA employee who has previous counseling experience or is interested in peer counseling and is willing to make a two-year commitment to pursue training and education toward certification as a drug and alcohol counselor

OR

373. A SFMTA employee who was a former substance abuser who has been clean and sober for a least two years and who continues to participate in a twelve-step program

OR

374. A SFMTA employee who has had experience with family members' substance abuse and who has participated in a self-help group for co-dependency

AND

375. A SFMTA employee who is respected by their peers, the Transport Workers Union Local 250-A, and the management

AND

376. A SFMTA employee who is committed to the goals of the Peer Assistance Program

e. Duties:

377. Assist employees in accessing the Voluntary Substance Abuse Program and EAP.

378. Provide on-going support and case management for clients in the Voluntary Substance Abuse Program.

379. Abide by state and federal confidentiality laws.

380. Publicize the EAP verbally and through distribution of literature.

381. Provide employees with information regarding the EAP and Voluntary Substance Abuse programs and create a forum for employees to discuss their concerns.



- 382. Assist in publication of Voluntary Substance Abuse Program newsletter.
- 383. Seek out opportunities to participate in training programs to further develop knowledge and skills.
- 384. Develop and implement new ideas to increase utilization and maximize the effectiveness of the EAP and Voluntary Substance Abuse Programs.
- 385. Develop and maintain a professional environment in which to interact with clients.
- 386. Develop a group of volunteers in the divisions to support the goals of the EAP and Voluntary Substance Abuse Programs.
- 387. Assist in education and training sessions for new and existing employees. Keep accurate records of client contacts and promotional activities.

f. Staffing:

- 388. There shall be a clinician employed by the outside contractor for EAP Services who will be on-site a minimum of 20 hours a week. The clinician shall report directly to the outside contractor, Peer Assistance Oversight Committee and the MIF liaison. There shall be three (3) full-time Peer Assistants reporting to the outside contractor.

g. Volunteer Peer Assistants:

- 389. 1. Up to eight (8) Volunteer Peer Assistants.
- 390. 2. Assist peer assistants upon request during their off- duty time.
- 391. 3. They shall participate in designated training.
- 392. 4. Their activities shall be within the limits of their training.
- 393. 5. Volunteer peer assistants will receive no compensation for their services.

h. Functions

- 394. The outside contractor, in consultation with the Peer Assistance Oversight Committee, shall develop procedures for the Peer Assistance Program.

i. Civil Service Commission Approval:

- 395. The use of peer assistants shall be subject to the approval of the Civil Service Commission.

## **Section 26.6 Pay Status During Voluntary Self-Referral Treatment**

(Voluntary Substance Abuse Program)

396. An employee who has a drug and/or alcohol abuse problem and has not been selected for drug and/or alcohol testing can voluntarily refer the employee to the EAP for treatment. The EAP will evaluate the employee and make a specific determination of appropriate treatment. An employee who has completed two rehabilitation programs may not elect further rehabilitation under this program.
397. In the case of the up to two voluntary, employee-initiated referrals, SFMTA will pay the employee the difference between the employee's SDI benefits, use of accrued paid leaves, and any catastrophic illness benefits, and the employee's regular hourly base pay, for up to the eight hours per day for full-time employees and up to three hours per day for Part-Time employees, up to a maximum of 21 work days during a five-year period. This provision shall not apply in the event the employee does not receive SDI benefit payments or during the follow-up period established by the SAP after a positive test.

## **Section 26.7 Non-Paid Status During Treatment After Positive Test**

398. After receiving a positive drug or alcohol test result, an employee who is not terminated, and who participation in the EAP will be in a non-pay status during any absence for evaluation or treatment, while participating in a rehabilitation program.

## **Section 26.8 Education and Training**

399. The foundation of this Program is education and voluntary compliance. It is recognized that alcohol and chemical dependency may make voluntary cessation of use difficult, and one of the Program's principal aims is to make voluntary steps toward ending substance abuse easily available.
400. The outside contractor shall review and develop on-going educational and training information on the adverse consequences of substance abuse and the responsibility to avoid being under the influence of alcohol or chemicals at work. Certain training required by the DOT Regulations shall be the responsibility of the Substance Abuse Program.

## **Section 26.9 Special Provisions**

401. Any proposed discipline resulting from the FTA Drug and alcohol testing program shall be in accordance with the SFMTA Substance Abuse Policy And Procedures Handbook (June 2010). The SFMTA recognizes the rights of employees and/or the Transport Workers Union Local 250-A, to challenge such discipline pursuant to Article 19 and 22. The Executive Director/CEO or designee will act in a fair and equitable

manner, and shall prescribe that no personnel hired, contracted, selected or directly involved in the drug and alcohol testing program shall propose or render discipline.

402. If there is any conflict between this Article and the SFMTA Substance Abuse Policy And Procedures Handbook, the SFMTA Policy and Procedures shall prevail. SFMTA shall not make any changes to the Handbook on matters that are mandatory subjects of bargaining without first providing the Transport Workers Union Local 250-A with notice and an opportunity to bargain and completing any required bargaining process.

**Section 26.10 Drug and Alcohol Testing for Safety Sensitive Employees**

403. No later than October 1, 2019, the parties will initiate discussions on drug and alcohol testing for safety sensitive employees covered by this Agreement.

[CLEAN MOU TWU Local 200 page 1 and 64](#)



**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY**

**AND**

**THE TRANSPORT WORKERS' UNION, AFL-CIO, LOCAL 200**

**FOR SERVICE CRITICAL CLASSIFICATIONS**

**AT THE SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY**

**July 1, 2022 - June 30, 2024**

removal authority over all personnel working for the Substance Abuse Program personnel, and shall be responsible for the supervision of the SAP.

(3) EAP Services:

The SFMTA and the Unions have concluded that it is in the best interests of all concerned to establish a uniform EAP Program for all employees. On this basis, the parties agree that the SFMTA shall engage an outside contractor to provide these services.

(4) The Peer Assistance System:

(a) Structure:

The outside contractor selected to provide EAP services shall also be directly responsible for the clinical and administrative management of the Peer Assistance Program. This Program shall be established on a 24-hour, seven-day a week basis. The peer assistants shall provide coverage during regular business hours (Monday - Friday, 8:30 a.m. - 5:00 p.m.) for all Muni worksites or sections. A system-wide EAP crisis hotline shall be established. Night, weekend and holiday crisis coverage shall be provided by one of the peer assistants and shall be rotated among the peer assistants, who shall be available on an electronic communication device. The full compensation of the Peer Assistant providing such night, weekend and holiday coverage shall be by Standby Pay at the rate of ten percent (10%) of their regular straight time rate of pay. Standby Pay will not be provided for regular daily coverage.

(b) Peer Assistance Oversight Committee:

This Committee, composed of one representative from Locals 250A, 200, 6, 790 and 1414, shall be responsible for trouble-shooting and making decisions on program operations.

(c) SFMTA Liaison:

The SFMTA Liaison shall be an individual designated by the SFMTA General Manager to serve as the SFMTA's emissary in matters such as labor relations and administrative issues.

(d) Qualifications:

- A MUNI employee who has previous counseling experience or is interested in peer counseling and is willing to make a two year commitment to pursue training and education toward certification as a drug and alcohol counselor

OR

- A MUNI employee who was a former substance abuser who has been clean and sober for a least two years and who continues to participate in a twelve step program

OR

- A MUNI employee who has had experience with family members' substance

abuse and who had participated in a self-help group for co-dependency

AND

- A MUNI employee who is respected by their peers, the union, and the management

AND

- A MUNI employee who is committed to the goals of the Peer Assistance Program

(e) Duties:

- Assist employees in accessing the Voluntary Substance Abuse Program and EAP.
- Provide on-going support and case management for clients in the Voluntary Substance Abuse Program.
- Abide by state and federal confidentiality laws.
- Publicize the EAP verbally and through distribution of literature.
- Provide employees with information regarding the EAP and Voluntary Substance Abuse programs and create a forum for employees to discuss their concerns.
- Assist in publication of Voluntary Substance Abuse Program newsletter.
- Seek out opportunities to participate in training programs to further develop knowledge and skills.
- Develop and implement new ideas to increase utilization and maximize the effectiveness of the EAP and Voluntary Substance Abuse Programs.
- Develop and maintain a professional environment in which to interact with clients.
- Develop a group of volunteers in the divisions to support the goals of the EAP and Voluntary Substance Abuse Programs.
- Assist in education and training sessions for new and existing employees.
- Keep accurate records of client contacts and promotional activities.

(f) Staffing:

There shall be a clinician employed by the outside contractor for EAP Services who will be on-site a minimum of 20 hours a week. The clinician shall report directly to the outside contractor, Peer Assistance Oversight Committee and the MIF liaison. There shall be three full-time Peer Assistants reporting to the outside contractor.

(g) Volunteer Peer Assistants:

1. Up to eight (8) Volunteer Peer Assistants.
2. Assist peer assistants upon request during their off-duty time.
3. They shall participate in designated training.
4. Their activities shall be within the limits of their training.
5. Volunteer peer assistants will receive no compensation for their services.

(h) Functions:

The outside contractor, in consultation with the Peer Assistance Oversight Committee, shall develop procedures for the Peer Assistance Program.

(i) Civil Service Commission Approval:

The use of peer assistants shall be subject to the approval of the Civil Service Commission.

**C. PAY STATUS DURING VOLUNTARY SELF-REFERRAL TREATMENT (VOLUNTARY SUBSTANCE ABUSE PROGRAM)**

- (1) An employee who has a drug and/or alcohol abuse problem and has not been selected for drug and/or alcohol testing can voluntarily refer themselves to the EAP for treatment. The EAP will evaluate the employee and make a specific determination of appropriate treatment. An employee who has completed two rehabilitation programs may not elect further rehabilitation under this program.
- (2) In the case of the up to two voluntary, employee-initiated referrals, the SFMTA will pay the employee the difference between the employee's SDI benefits, use of accrued paid leaves, and any catastrophic illness benefits, and the employee's regular hourly base pay, for up to the eight hours per day for full-time employees and up to three hours per day for part-time employees, up to a maximum of 21 work days during a five-year period. This provision shall not apply in the event the employee does not receive SDI benefit payments or during the follow-up period established by the SAP after a positive test.

**D. NON-PAID STATUS DURING TREATMENT AFTER POSITIVE TEST**

The employee will be in a non-pay status during any absence for evaluation or treatment, while participating in a rehabilitation program.

**E. EDUCATION AND TRAINING**

The foundation of this Program is education and voluntary compliance. It is recognized that alcohol and chemical dependency may make voluntary cessation of use difficult, and one of the Program's principal aims is to make voluntary steps toward ending substance abuse easily available.



The outside contractor shall review and develop on-going educational and training information on the adverse consequences of substance abuse and the responsibility to avoid being under the influence of alcohol or chemicals at work. Certain training required by the DOT Regulations shall be the responsibility of the Substance Abuse Program.

**F. CONFIDENTIALITY**

Participation in the EAP shall be confidential and shall be conducted in accordance with DOT and DHHS standards.

**G. FUNDING**

The Employee Assistance Program and the Peer Assistance Oversight Committee shall be funded by the SFMTA.

**H. SPECIAL PROVISIONS**

Any proposed discipline resulting from the FTA Drug and alcohol testing program shall be in accordance with the CBAs, as amended June 12, 1995. The SFMTA recognizes the rights of employees and/or the Unions, who may consider themselves aggrieved by any discipline proposed, to raise such grievance through the authorized grievance procedure. The SFMTA General Manager will act in a fair and equitable manner, and shall prescribe that no personnel hired, contracted, selected or directly involved in the drug and alcohol testing program shall propose or render discipline.

[MTA L6 Clean with Wage Schedule 6-18-19 page 4 and 67](#)



**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**THE SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY**  
**AND**  
**THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**  
**LOCAL 6**

**FOR SERVICE CRITICAL CLASSIFICATIONS**  
**AT THE MUNICIPAL RAILWAY AND SUSTAINABLE STREETS**  
**DIVISION**

**July 1, 2022 - June 30, 2024**

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***V.E. SAFETY EQUIPMENT***

465. The SFMTA agrees to provide all required safety equipment (i.e., protective eyewear, protective footwear, hearing protection) in compliance with Cal-OSHA regulations.
466. The SFMTA agrees to provide goggles, hard hats, ear plugs, dust masks, respirators, leather gloves and all safety equipment, as needed, for all employees working in classifications covered by the terms of this agreement. Employees who wear prescription glasses shall be provided with prescription safety glasses at least every two years, consistent with the SFMTA eye protection program.

***V.F. SAFETY SHOES***

467. The SFMTA agrees to provide safety shoes to represented employees, every 12 months.

***V.G. MISCELLANEOUS CONDITIONS OF EMPLOYMENT***

Attendance:

468. The attached (MUNI Bulletin 4.4, Attendance Policy issued July 14, 1986, re-issued December 8, 1986) is applicable to all MUNI jobsite locations.
469. SFMTA and Local 6 agree to meet and discuss a proposed SFMTA attendance policy to replace current rules.

Lunch Room Facilities:

Lunchroom facilities are provided unit employees at the following jobsite locations:

470. Signal and Communications Systems (equipped with refrigerator, microwave, tables and chairs), Radio Shop, Fare Box, Metro Heavy Overhaul, Electric Motor Shop, Metro Field Maintenance, Cameron Beach Car House (P.M. Inspections), P.C.C. Historical Fleet, Metro Running Repair, Potrero Trolley Maintenance, Presidio Trolley Maintenance, Cable Car Shop and Electronic Shop.
471. No-cost Parking/MUNI: Pursuant to the Award of Arbitrator Buddy Cohn dated October 1, 1999, the SFMTA has committed itself to a practice of using its best, good faith effort to furnish no-cost employee parking on SFMTA-controlled property or, when such space is unavailable, to obtain free parking elsewhere; but, when business needs, costs or other legitimate considerations outweigh the ability to secure suitable free parking, the SFMTA is not obligated to acquire it or reimburse its costs.

***V.H. EMPLOYEE ASSISTANCE PROGRAM (EAP) AND PEER COUNSELING PROGRAM***

472. Services provided to covered SFMTA employees.

## ARTICLE VI – SUSTAINABLE STREETS DIVISION

### *VIA WORKING CONDITIONS AT THE SUSTAINABLE STREETS DIVISION*

#### **Safety Practices:**

473. All work practices at the Sustainable Streets Division must meet the standards of the International Municipal Signal Association and the Caltrans Work Zone Safety Regulations.

#### **Safety Meetings:**

474. Safety meetings at the Sustainable Streets Division are held every payday on each shift with unit employees.

#### **Security of Employees Effects and Tools:**

475. Bargaining Unit employees at the Sustainable Streets Division shall be provided safe and secure storage facilities for personal effects and work clothes (lockers or the equivalent); and for personally provided tools (lockers, storage area, lock boxes, etc.) where such tools are used in the performance of the employee's duties.

#### **Overtime, Shift, Vacation, Holiday Assignments:**

##### **Overtime**

476. (a) The SFMTA shall generate a list of eligible employees by seniority each fiscal year for overtime purposes. At the beginning of each fiscal year, overtime shall be initially offered by going down the seniority list. After SFMTA has gone through the seniority list once, SFMTA will thereafter offer overtime to the employee with the least number of accrued overtime hours. If that employee refuses the overtime offer, SFMTA will offer overtime to the employee with the next lowest number of accrued overtime hours until all overtime assignments are filled. Refusals of overtime are not counted as accrued overtime hours for the purpose of overtime distribution. If SFMTA reaches the end of the list of employees based on accrued overtime hours before all overtime assignments are filled, then the SFMTA will assign overtime by reverse seniority. SFMTA shall update the list of employees based on number of accrued overtime hours at least once every pay period, indicating the cumulative number of overtime hours worked by each employee for the fiscal year. This list shall be posted on the bulletin board by the following pay day and, upon request, the traffic signal shop shall provide the list to the Union within five (5) working days. Any hours documented as refusals shall be listed for informational purposes only.
477. (b) Scheduled overtime assignments shall be posted bi-weekly on the bulletin board, including all assignments in future weeks. When new work orders come in, or as additional shifts become available, they shall be updated to the posted availability within 24 hours, or as soon as practicable.

478. (c) When unexpected but immediate coverage is required, the SFMTA will first call the employee(s) assigned to pager assignment. If additional coverage is needed, management shall make reasonable efforts to contact employees utilizing the list. Management shall document the date and time of the attempt to contact employees and shall provide the documentation to the Union upon request within five (5) working days.
479. (d) The parties agree that management has an obligation to make reasonable efforts to provide opportunities for overtime for all employees based on the lowest number of accrued overtime hours. However, the parties recognize that strict adherence to offering overtime to the employee with the lowest number of accrued overtime hours may not be practicable in all circumstances. Therefore, under the following circumstances, the SFMTA may assign overtime based on operational need:
480. (e) When overtime is necessary in order to complete a job, the SFMTA may continue persons assigned to the work until its completion. If the assignment continues past the end of the work day, unless otherwise provided in this Section, the SFMTA shall offer that overtime based on subsection (a) of this Section. If the SFMTA believes an exception is warranted based on extenuating circumstances, it may assign the overtime based on operational need and must notify the Union when this occurs. Provided, however, that if this exception denies any employee an opportunity for overtime based on the provisions of sub-paragraph (a), the parties agree to meet to review the SFMTA's decision to assign work past the end of an employee's work day, upon request of either party.
481. (f) The Sustainable Streets pilot project language set forth in subsection (g) below shall expire on the last day of this Agreement:
482. (g) Sustainable Streets pilot project for exceptions warranting overtime assignments out of sequence: The parties recognize that strict adherence to offering overtime to the employee with the lowest number of accrued overtime hours may not be practicable in all circumstances. Therefore, under the following circumstances, the SFMTA may assign overtime based on operational need:
483. (i) When overtime is worked in connection with a special project, overtime for that project may be restricted to the complement of employees assigned to that project; provided however, that SFMTA shall notify the Union when this situation occurs. If the terms of this paragraph result in complaints regarding the distribution of overtime opportunities, the parties agree to meet to review such complaints, on a case by case basis, upon request of either party.
484. (ii) When an employee must attend to a work task the next day that cannot be substituted by another employee. In such cases, SFMTA may skip the employee in offering overtime provided, however, that if this exception denies any employee an opportunity for overtime, the parties agree to meet to review the work task assignment, upon request of either party.

ARTICLE VI – SUSTAINABLE STREETS DIVISION

485. (iii) When unexpected but immediate coverage is required, and the employee assigned to pager assignment is unable to respond within one hour, or within a shorter response time when required due to an emergency situation, the SFMTA may assign the overtime work based on operational need and then notify the Union when this situation occurs.
486. (iv) The parties agree that this pilot program will not be used to deny overtime opportunities to any employee at Sustainable Streets, and the SFMTA agrees to make reasonable efforts to offer overtime assignments based on provisions of sub-paragraph (a) whenever practicable. At least 24 hours in advance of each meeting of the Union/SFMTA Relations Committee, SFMTA shall provide the Union with data showing the overtime hours worked over the preceding three (3) months by each employee in the shop to confirm compliance with this section.

**Vacation:**

487. Vacation for covered employees in the Sustainable Streets Division shall be granted according to the following procedures:
488. Vacation is bid, annually, based upon seniority (date of certification in classification). Bid period to be completed by April 1. After close of bid period, vacation requests granted on first come, first serve basis, based upon needs of department.

**Miscellaneous Conditions of Employment:**

**Sick Leave Use Rules:**

489. Employees at the Sustainable Streets Division are required to “call in” prior to the start of employee’s shift in order for sick leave to be granted. Employees are required to call in by 7:30 am.



## ARTICLE VII - SCOPE

490. The parties recognize that re-codifications may change the references to specific Civil Service Rules and Charter sections contained herein. Therefore, the parties agree that in this event, such terms will be read as if they accurately reference the same sections in their newly codified form.
491. Nothing contained in this Agreement shall have application to changes of Civil Service Rules excluded from bargaining pursuant to Charter Section A8.409-3.

### ***VII.A. SAVINGS CLAUSE***

492. Should any part of this Agreement be determined to be contrary to law, such invalidation of that part or portion of this Agreement shall not invalidate the remaining portions hereof. In the event of such determination, the parties agree to immediately meet and confer in an attempt to agree upon a provision for the invalidated portion which meets with the precepts of the law.

### ***VII.B. REOPENER***

493. Consistent with the provisions of Charter Section A8.409, this agreement shall be reopened if the Charter is amended to enable the City and that union to arbitrate retirement benefits.

### ***VII.C. ZIPPER CLAUSE***

494. This Agreement sets forth the full and entire understanding of the parties regarding the matters herein. This Agreement may be modified, but only in writing, upon the mutual consent of the parties except as otherwise provided herein.
495. Pursuant to the zipper clause provision in the 1997-2001 MOU, the parties agree that any and all past practices and understandings not memorialized and incorporated into this Agreement, or the appendices hereto, shall no longer be enforceable.

### ***VII.D. DURATION OF AGREEMENT***

496. This Agreement shall be effective July 1, 2022, and shall remain in full force and effect through June 30, 2024

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**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY**

**AND**

**SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 1021**

**FOR SERVICE CRITICAL CLASSIFICATIONS  
AT THE MUNICIPAL TRANSPORTATION AGENCY**

**July 1, 2022 - June 30, 2024**

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## **DEPARTMENTALS / SUPPLEMENTAL AGREEMENTS**

### **ADDENDUM BETWEEN DEPARTMENT OF TRANSPORTATION AND SEIU LOCAL 1021 – EAP PROGRAM**

Transport Workers Union Locals 250A and 200, Automotive Mechanics Local 1414, Building Material and Construction Teamsters Local 216, International Brotherhood of Electrical Workers Local 6, Laborers Union Local 261, Service Employees International Union Local 1021, Stationary Engineers Local 39, and Glazier and Glass Workers, Local 718, and the Public Transportation Department (“PTD”) hereby agree to create an Employee Assistance Program for fiscal years 1997-2000 as follows:

#### **A. Overview of EAP Program**

This Employee Assistance Program (“EAP”) shall cover employees only, and is designed to assist employees, in consultation with their families where clinically appropriate, with problems that may affect their ability to perform their jobs. The EAP shall offer counseling services, including assessment, referral, and follow-up services.

EAP’s offer assistance by helping employees assess and identify problems arising from a variety of personal areas.

EAP’s assist employees by referring them to services which lead to solutions.

EAP’s provide training and consultation services to management and union leadership regarding assisting troubled employees.

The primary goal of the EAP will be to maintain employee’s ability to be fully productive on the job. EAP’s help employees, management, and supervisors maintain a high level of service by:

Motivating employees to help;

Helping supervisors identify troubled employees with job performance problems that may be related to personal problems;

Assessing employees with alcohol abuse, drug abuse, family problems, depression, stress and other problems that can result in performance problems;

Providing easily accessible quality helping services which include short-term problem-solving and referrals to more intensive care;

Providing crisis intervention services;

Providing follow-up assistance to support and guide employees through the resolution of their problems; and by

Acting as an education and training resource.

Employees shall be able to access the EAP through calling directly (self-referral), through the Peer Assistants, or through a supervisory referral based on job performance. Participation in the EAP is voluntary.

Establishing a voluntary EAP to compliment the mandatory testing program is intended to encourage employees to seek treatment early and on their own. The EAP will assist employees in obtaining information, guidance, and counseling to help them handle their problems before they become a drug testing or disciplinary issue.

An outside vendor has been selected and will perform the following duties:

- Maintain a toll-free telephone access for referrals and respond to calls in no more than sixty (60) seconds.
- Provide union/management consultation relative to the development and integration of organizational policies and procedures necessary for effective Employee Assistance Program implementation.
- Orient employees regarding the purpose, scope, nature and use of the Employee Assistance Program.
- Train Union (including Division Chairpersons and any other Union officials), supervisory and management staff to develop the knowledge and skills necessary to effectively utilize the program in the performance of their responsibilities.
- Provide direct one-to-one counseling utilizing licensed professional staff for crisis management and to identify and evaluate personal concerns among Employer’s employees and/or their immediate dependents. Such direct counseling shall provide for three (3) sessions per family per year. Fees for any counseling sessions exceeding three (3) will become the financial responsibility of the employee and/or dependent, unless otherwise arranged for by the employer. For non-urgent situations, an appointment will be offered within seventy-two (72) hours of request. For urgent situations, an appointment will be offered on the same day as the request for service.
- Provide legal consultation, medical advice, financial consultation; one (1) consultation per incident is provided for each service, up to three (3) incidents per service, per year.
- Provide referral services to professional community resources for treatment and/or assistance, as may be appropriate.
- Provide continuing liaison and contact, when appropriate, between the employee, treatment agent or agency, and Employer to determine case status.
- Provide monthly statistical evaluation of program activity, and other reports, as needed.
- Send its principal or designated representative to monthly meetings of the Municipal Railway Improvement Fund Board of Trustees, and any other meetings as reasonably required.
- Assess all employees involved in Critical Incidents (e.g., on the job assaults, threats and/or accidents) that occur while on duty.
- Provide up to three (3) counseling visits per employee involved in a Critical Incident.
- Develop Critical Incident Program Policies and Procedures.
- Provide Critical Incident Case management, including:
  - (a) Determination regarding an employee’s ability to perform duties, including coordination with management and union personnel for employees who require time off work as a result of a Critical Incident;
  - (b) Assisting employees in securing additional counseling visits beyond the three (3) Critical Incident/trauma response visits described above, when necessary.

**B. Organization**

(1) The Joint Labor-Management Committee:

- (a) Membership and Meetings: Five (5) Committee members and two (2) alternate members to be appointed by the Unions. Five (5) Committee members to be appointed by the SFMTA.

If the SFMTA chooses to appoint less than five persons, it shall still have voting strength equal to that of the Unions. On the matters that come before the

Committee, the SFMTA shall have one vote and the Unions shall have one vote. The vote of each side shall be controlled by the votes of the Committee members present for each respective side.

The Committee shall elect from its ranks a Chairperson and a Co-Chair, one of whom shall be a City appointee and the other the Unions' appointee. The Chair shall be held by one side for a year, then relinquished to the other side for the next year. Either the City or the Unions may replace their named Chair or Co-Chair at any time. The Chair shall preside over meetings of the Committee. In the absence of the Chair, the Co-Chair shall so preside. The SFMTA Director shall provide staff support to the Committee as appropriate.

A quorum for the transaction of business by the Committee shall consist of three (3) Union Committee members and a majority of the City-appointed Committee members.

- (b) Functions: To receive and review information regarding the Substance Abuse and Peer Assistance Programs.
- (c) Consolidation of Committees: The parties to this Agreement and to the Agreement concerning drug and alcohol testing and EAP between TWU Local 250A and the SFMTA may elect to combine the joint labor-management committee established here and in the Local 250A Agreement.

(2) Substance Abuse Program:

The SFMTA Director or designee will manage all aspects of the FTA-mandated Substance Abuse Program. The Director or designee shall have appointing and removal authority over all personnel working for the Substance Abuse Program personnel, and shall be responsible for the supervision of the SAP.

(3) EAP Services:

The City and the Unions have concluded that it is in the best interests of all concerned to establish a uniform EAP Program for all employees. On this basis, the parties agree that the City shall engage an outside contractor to provide these services.

(4) The Peer Assistance System:

(a) Structure:

The outside contractor selected to provide EAP services shall also be directly responsible for the clinical and administrative management of the Peer Assistance Program. This Program shall be established on a 24-hour, seven-day a week basis. The peer assistants shall provide coverage during regular business hours (Monday - Friday, 8:30 a.m. - 5:00 p.m.) for all Muni worksites or sections. A system-wide EAP crisis hotline shall be established. Night, weekend and holiday crisis coverage shall be provided by one of the peer assistants and shall be rotated among the peer assistants, who shall be available on a pager. The full compensation of the Peer Assistant providing such night, weekend and holiday coverage shall be pager pay. Pager pay will not be provided for regular daily coverage.

(b) Peer Assistance Oversight Committee:

This Committee, composed of one representative from Locals 250A, 200, 6, 1021 and 1414, shall be responsible for trouble-shooting and making decisions on program operations.

(c) SFMTA Liaison:

The PTD Liaison shall be an individual designated by the Director of SFMTA to serve as the City’s emissary in matters such as labor relations and administrative issues.

(d) Qualifications:

- A SFMTA employee who has previous counseling experience or is interested in peer counseling and is willing to make a two year commitment to pursue training and education toward certification as a drug and alcohol counselor

OR

- A SFMTA employee who was a former substance abuser who has been clean and sober for a least two years and who continues to participate in a twelve step program

OR

- A SFMTA employee who has had experience with family members’ substance abuse and who had participated in a self-help group for co-dependency

AND

- A SFMTA employee who is respected by their peers, the union, and the management

AND

- A SFMTA employee who is committed to the goals of the Peer Assistance Program

(e) Duties:

- Assist employees in accessing the Voluntary Substance Abuse Program and EAP.
- Provide on-going support and case management for clients in the Voluntary Substance Abuse Program.
- Abide by state and federal confidentiality laws.
- Publicize the EAP verbally and through distribution of literature.
- Provide employees with information regarding the EAP and Voluntary Substance Abuse programs and create a forum for employees to discuss their concerns.
- Assist in publication of Voluntary Substance Abuse Program newsletter.
- Seek out opportunities to participate in training programs to further develop knowledge and skills.
- Develop and implement new ideas to increase utilization and maximize the effectiveness of the EAP and Voluntary Substance Abuse Programs.
- Develop and maintain a professional environment in which to interact with clients.



- Develop a group of volunteers in the divisions to support the goals of the EAP and Voluntary Substance Abuse Programs.
- Assist in education and training sessions for new and existing employees.
- Keep accurate records of client contacts and promotional activities.

(f) Staffing:

There shall be a clinician employed by the outside contractor for EAP Services who will be on-site a minimum of 20 hours a week. The clinician shall report directly to the outside contractor, Peer Assistance Oversight Committee and the MIF liaison. There shall be three full-time Peer Assistants reporting to the outside contractor.

(g) Volunteer Peer Assistants:

1. Up to eight (8) Volunteer Peer Assistants.
2. Assist peer assistants upon request during their off-duty time.
3. They shall participate in designated training.
4. Their activities shall be within the limits of their training.
5. Volunteer peer assistants will receive no compensation for their services.

(h) Functions:

The outside contractor, in consultation with the Peer Assistance Oversight Committee, shall develop procedures for the Peer Assistance Program.

(i) Civil Service Commission Approval:

The use of peer assistants shall be subject to the approval of the Civil Service Commission.

**C. Pay Status During Voluntary Self-Referral Treatment (Voluntary Substance Abuse Program)**

- (1) An employee who has a drug and/or alcohol abuse problem and has not been selected for drug and/or alcohol testing can voluntarily refer themselves to the EAP for treatment. The EAP will evaluate the employee and make a specific determination of appropriate treatment. An employee who has completed two rehabilitation programs may not elect further rehabilitation under this program.
- (2) In the case of the up to two voluntary, employee-initiated referrals, the PTD will pay the employee the difference between the employee's SDI benefits, use of accrued paid leaves, and any catastrophic illness benefits, and the employee's regular hourly base pay, for up to the eight hours per day for full-time employees and up to three hours per day for part-time employees, up to a maximum of 21 work days during a five-year period. This provision shall not apply in the event the employee does not receive SDI benefit payments or during the follow-up period established by the SAP after a positive test.

**D. Non-Paid Status During Treatment After Positive Test**

The employee will be in a non-pay status during any absence for evaluation or treatment, while participating in a rehabilitation program.

**E. Education and Training**

The foundation of this Program is education and voluntary compliance. It is recognized that alcohol and chemical dependency may make voluntary cessation of use difficult, and one of the Program’s principal aims is to make voluntary steps toward ending substance abuse easily available.

The outside contractor shall review and develop on-going educational and training information on the adverse consequences of substance abuse and the responsibility to avoid being under the influence of alcohol or chemicals at work. Certain training required by the DOT Regulations shall be the responsibility of the Substance Abuse Program.

**F. Confidentiality**

Participation in the EAP shall be confidential and shall be conducted in accordance with DOT and DHHS standards.

**G. Funding**

During fiscal years 1997-2000 the Employee Assistance Program and the Peer Assistance Oversight Committee shall be funded by the City.

**H. Special Provisions**

Any proposed discipline resulting from the FTA Drug and alcohol testing program shall be in accordance with the MOUs, as amended June 12, 1995. The SFMTA and the City recognize the rights of employees and/or the Unions, who may consider themselves aggrieved by any discipline proposed, to raise such grievance through the authorized grievance procedure. The SFMTA Director will act in a fair and equitable manner, and shall prescribe that no personnel hired, contracted, selected or directly involved in the drug and alcohol testing program shall propose or render discipline.

**APPENDIX A – SFMTA BUDGET COMMON GOOD PROPOSAL**

SFMTA shall meet with SEIU Local 1021 quarterly for the duration of this Agreement in an effort to develop comprehensive plans of action for increasing stimulus or other funding sources for SFMTA operations.

## ATTACHMENT A

### SIDELETTER BETWEEN SEIU, LOCAL 1021 AND THE SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY

#### Regarding Joint Labor Management Committee to Address Transit Ambassador Series Issues

The parties recognize there are variety of issues related to the employment of 9910 Public Service Aide, 9166 Transit Ambassador and 9167 Transit Ambassador Supervisor employees that are of mutual interest to both the Union and SFMTA.

In order to address these issues, the parties agree to convene a joint committee with no more than five (5) members each from the Union and SFMTA. For the life of the 2022-2024 Memorandum of Understanding, the parties shall convene meetings every other month beginning on or about August 1, 2022, but not later than October 1, 2022. Any violation of the dates to convene the committee shall be subjects to the grievance procedure. Paid release time shall be provided to the SFMTA employees who participate in the joint committee on behalf of the Union.

The duties of the joint committee include, but are not limited to, the following:

- Exploring revisions to the 9166 Transit Ambassador job description, and if a revised job description is mutually agreed upon, jointly recommending it to the Civil Service Commission;
- Establishing time limits for employment in the 9910 Public Service Aide and 9166 Transit Ambassador Classifications;
- Defining the next steps for 9910 Public Service Aides and 9166 Transit Ambassadors after their term of employment ends, including the identification of a career path for 9910 Public Service Aides and 9166 Transit Ambassadors;
- Identifying classes for which 9910 Public Service Aides and 9166 Transit Ambassadors experience is a sufficient minimum qualification;
- Reviewing the hiring processes for 9910 Public Service Aides and 9166 Transit Ambassadors with the aim of minimizing or eliminating patronage, nepotism, or any other forms of unfair influence;
- Ensuring that information and advice regarding career advancement requirements and opportunities are available to all members of the 9910 Public Service Aides and 9166 Transit Ambassadors classifications; and
- Ensuring that “wraparound” services needed, if any, by 9910 Public Service Aides and 9166 Transit Ambassadors employees are available during their term of employment, so that they are provided all necessary support.

If SFMTA creates a new classification during the life of this agreement that it believes should be allocated to the SEIU local 1021 Service Critical bargaining unit, the parties shall utilize this same committee to address the new classification.

Nothing in this agreement is intended to waive or substitute for the rights of the parties under the Meyers-Milias-Brown Act. The joint committee does not replace the meet and confer process.

## ATTACHMENT B

### SIDELETTER BETWEEN SEIU, LOCAL 1021 AND THE SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY

#### Regarding Workforce Development and Career Ladders

1. Career Ladders and Upward Mobility:
  - a. The SFMTA will make best efforts to highlight promotional pathways, career ladders, and career lattices to promote upward mobility in the SFMTA workforce.
  - b. By July 1, 2023, the SFMTA will post on the SFMTA portal a document that lists all of the classification groupings within the SFMTA's classification plan. New classes will be added to the posted documents as they are established within the classification plan where applicable. The SFMTA will allocate resources and tools to illustrate career progression opportunities for SFMTA employees and will make these resources available through the SFMTA Human Resources Intranet.

2. Career Ladders Labor Management Committee

The Union and the SFMTA shall form a labor management committee on Career Ladders and Job Classification to:

- a. Review classification to promote career ladders and realign job descriptions to highlight promotional pathways;
- b. Identify barriers and develop recommendations for career ladder and career lattice progressions; and career lattice progressions; and
- c. Make recommendations to the Civil Service Commission and Board of Directors regarding career ladders.

The Committee will meet quarterly during the term of this agreement and be comprised of five (5) members of the Union and five (5) SFMTA representatives. Release time shall be provided for attending the Committee meetings.

3. Workforce Development: The SFMTA recognizes the value and importance of its workforce. Subject to SFMTA HR securing sufficient funding and staff to provide these services, the SFMTA will support the efforts of employees who choose to seek promotional opportunities by promoting educational opportunities.
4. Career Counseling: Subject to SFMTA HR securing sufficient funding and staff to provide these services, the SFMTA shall provide career counseling services to employees, including Smart Recruiters job application support, identification of education opportunities and best practices for application submission. As resources allow, the SFMTA will provide career counseling in the form of one-on-one group sessions and will prioritize providing such services to those employees in lower level classifications and temporary positions who face limited opportunities for career growth and advancement.
5. Permanent Civil Service and Charter Section 10.104.18 employees are entitled to four (4) hours of release time annually to attend SFMTA workforce development and in-service trainings. The SFMTA shall provide workforce development and in-service trainings in multiple formats, including virtual and in-person trainings.

6. Labor Management Educational Coordination Working Group: No later than December 31<sup>st</sup>, 2022, the Union and the SFMTA agree to investigate the feasibility of creating a labor-management working group to discuss the coordination and promotion of SFMTA programs and resources that support employee career education and development, including continuing education, career counseling, and labor-management apprenticeships.

## ATTACHMENT C

### SIDELETTER BETWEEN SEIU, LOCAL 1021 AND THE SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY

#### Regarding Hiring

The parties are entering into this side letter to identify and set in motion, to the extent permissible under the San Francisco City Charter and Civil Service Rules, expedited selection process to address the SFMTA's current vacancy rate in permanent civil service positions and reliance on project-based (Charter Section 10.104.18) positions. Given the significant number of vacancies, expected retirements, and reliance on overtime and temporary employees, the parties recognize the urgency to make change to the SFMTA's hiring processes in order to best deliver critical services to the public.

First, the SFMTA Human Resources is committed to using existing tools and resources to streamline SFMTA hiring processes, including:

- Eliminating unnecessary administrative approvals for a position request to fill (RTF);
- Expanding the use of online on-demand exams and continuous class-based testing;
- Modifying or adopting new screening and assessment tools to evaluate applicants for entry-level and promotional exams; and
- Streamline hiring selection and approval processes to deliver qualified candidates to departments more quickly.

Second, the parties recognize that under Charter Section 10.101, the Civil Service Commission has the legal authority to establish examination and appointment rules, and many of those rules must either be amended, updated or rescinded to provide a merit-based system that better serves applicants, SFMTA employees and departments.

The SFMTA and Union agree to meet as soon as practicable to discuss making joint proposals to the Civil Service Commission, consistent with proposals that may be made by the City's Human Resources Director, to the hiring improvement process changes described above and amendments that will make it easier for Charter Section 10.104.18 (Category 18) employees to seek Permanent Civil service (PCS) appointments.

Nothing in this side letter shall prevent either party from proposing rule changes, making recommendations, or taking other actions at the Civil Service Commission outside of the process set forth in this side letter to streamline SFMTA hiring processes.

## ATTACHMENT D

### SIDELETTER BETWEEN SEIU, LOCAL 1021 AND THE SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY

#### Regarding Classification Studies and Equity Adjustments

In order to address recruitment and retention problems, compaction in the compensation of related classifications, and disparities in compensation between employees performing similar work, the parties agree to conduct classification studies on the classifications listed below during the term of this Agreement (MOU effective July 1, 2022). The studies shall also consider the compensation of other classifications in the SFMTA and City performing similar work, the compensation of related classifications in the series, the compensation of supervisory classifications in relationship to compensation of their subordinate classifications, and changed/increased duties since the last study of a classification.

Once SFMTA/City has completed each study, the parties shall meet and discuss the results, including compensation adjustments and amendments to classification specifications. The Union intends to conduct its own classification study and present the study and additional evidence to SFMTA/City. The studies shall be initiated not later than August 1, 2023. No classification or employee shall have compensation reduced a result of this Side Letter Agreement.

The parties shall make their best efforts to reach agreement on compensation adjustments and amendments to classification specifications. If any changes agreed by the parties in this process must go before the Civil Service Commission, the parties agree to jointly recommend the changes to the Civil Service Commission.

The meet and discuss process shall be completed not later than January 1, 2024. By mutual agreement, the parties may add classifications not listed below to be studied under this Side Letter Agreement.

The classifications to be studied are:

- 8214 Parking Control Officer
- 8216 Senior Parking Control Officer
- 9110 Fare Collections Receiver
- 9116 Senior Fare Collections Receiver
- 9104 Transit Car Cleaner Assistant Supervisor



PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

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

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

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

Type of Service: Professional Services - Employee Assistance Programs

Funding Source: Operating Budget PSC Duration: 7 years
PSC Amount: \$3,000,000 PSC Est. Start Date: 02/01/2017 PSC Est. End Date: 01/31/2024

1. Description of Work

A. Scope of Work:

The consultant will provide a full service, work-site based, Employee Assistance Program (EAP) to provide clinical supervision of the staff of three (3) full-time paid Peer Assistants, and up to eight (8) volunteer Peer Assistants of the Peer Assistance Program (PAP). The contractor will also manage the San Francisco Municipal Transportation Agency's (SFMTA) Critical Incident Services for the SFMTA employees involved in on-the-job critical incidents, such as an accident in a SFMTA vehicle that results in serious injuries and/or fatalities, or crisis support and counseling for assaults and threats. This EAP program will provide conflict resolution one-to-one or in a team when required. The program is designed to assist in the identification and resolution of productivity problems associated with employees impaired by personal concerns, including but not limited to health, family, financial, alcohol, drug, legal, emotional, stress or other personal concerns which adversely affect job performance.

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

This service is necessary due to the collective bargaining agreements between: TWU, Local 250A (9163, 7410 & 9132); IBEW, Local 6; SEIU, Local 1021; IAM, Local 1414; Laborers, Local 261; Stationary Engineers, Local 39; TWU, Local 200; Glaziers, Local 718; and Teamsters, Local 853, and the San Francisco Municipal Transportation Agency that established the need for Employee Assistance Programs (EAP), Peer Assistant Programs (PAP), Critical Incident Services and As-needed Conflict Resolution Training. The consequences of denial is that the SFMTA will be in non-compliance with eleven (11) collective bargaining agreements.

C. Has this service been provided in the past. If so, how? If the service was provided via a PSC, provide the most recently approved PSC # and upload a copy of the PSC.
This service was provided in the past through PSC #4118-11/12 and PSC #4053-12/13.

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

2. Union Notification: On 05/18/2016, the Department notified the following employee organizations of this PSC/RFP request: Automotive Machinists, Local 1414; Bldg Mtl & Constr Teamsters, L 853; Electrical Workers, Local 6; Glazier, Local 718;

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FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 41284 - 15/16

DHR Analysis/Recommendation:

08/15/2016

Commission Approval Required

Approved by Civil Service Commission

DHR Approved for 08/15/2016

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

- A. Specify required skills and/or expertise:  
Must be Licensed Clinicians with specialization in Employee Assistance Programs such as substance abuse, critical response management as it relates specifically to transportation industry. Must possess supervisory experience. The consultant is required to respond on an as-needed basis, and immediately, within a 24-hour, 7-day per week work environment. The consultant must have at least 2-years of demonstrated expertise in this specialized occupational area.
- B. Which, if any, civil service class(es) normally perform(s) this work?  
2574,2920,2220,
- 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:  
The SFMTA has eleven (11) collective bargaining agreements that require the use of an outside vendor. Civil service classifications can do a portion of this work, but the SFMTA requires experienced resource clinical counselors specializing in the transportation industry area of critical response management, i.e., post accidents, work place concerns, assessment to staff distress, and substance abuse issues.
- B. Would it be practical to adopt a new civil service class to perform this work? Explain.  
No. Classifications exist, but these services are to be performed by an outside vendor as documented in eleven (11) collective bargaining agreements representing the SFMTA employees. Up to eleven (11) SFMTA employees who are either assigned full-time or volunteer as Peer Assistants will be able to perform a portion of

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

	<u>YES</u>	<u>NO</u>
A. Will the contractor directly supervise City and County employee? Please see attachment.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B. Will the contractor train City and County employee? Contractor will provide training for three (3) full-time Peer Assistants: curren	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C. Are there legal mandates requiring the use of contractual services? Labor contracts for: TWU, Local 250A (9163, 7410 & 9132); IBEW, Local 6	<input checked="" type="checkbox"/>	<input 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 05/18/2016 BY:

Name: Cynthia Hamada Phone: 415.701.5381 Email: cynthia.hamada@sfmta.com  
Address: 1 South Van Ness Avenue, 6th Floor San Francisco, CA 94013

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: Behavioral Health Services and Training/Consultation for Children, Youth and Families

Funding Source: Federal, State and General Fund

PSC Duration: 5 years 17 weeks

PSC Amount: \$10,000,000

**1. Description of Work**

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

Contractor will provide services to expand access to fully integrated outpatient and mental health services, such as treatment for Eating Disorders, Dialectical Behavioral Therapy (DBT), Comprehensive Psychological Assessments, plus access to new specialty clinics that provide evidence-based treatments for Developmental Disorders (Autism Spectrum Disorders), Family Therapy Treatment models, Neurodevelopmental Disorders and Co-occurring Substance Use Disorder Specialists, for San Francisco's Medi-Cal clients in the Children, Youth and Families System of Care (CYF SOC.) CYF SOC will partner with contractor to deliver training and consultation to CYF SOC behavioral health services partners on evidence-based practices.

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

The pandemic has exacerbated acuity of youth and families across the system of care, and the State and Nation. There have been increasing rates of Eating Disorders and Suicide risk and psychiatric hospitalizations. Providing comprehensive, evidence-based mental health services in one setting with access to leaders and innovators of interventions will increase access and provide opportunities to reach more at-risk youth, children and families. Denial of services will increase the risk of individuals not being able to access services and support in a timely, streamlined, comprehensive manner. Disorganized service delivery will increase the possibility of individuals not seeking service. This can result in higher use of acute care services, increased trauma to individuals, families and communities, including death.

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.

Current services are provided in different locations with various providers. Some of the highly specialized services, such as Eating Disorders, are provided by specialty providers in a fee for service arrangement. Workforce development is done as funding is available through contracted providers.

D. Will the contract(s) be renewed?

Yes, if the 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 services are expected to be ongoing.

**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 County does not have the capacity, infrastructure or facilities to meet the volume of the need for these specialized, evidence-based treatment modalities in one setting.

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

A. Specify required skills and/or expertise: Many of the treatment modalities require advanced training and certification. Contractor will need to provide certified and licensed staff to provide these highly specialized services.

B. Which, if any, civil service class(es) normally perform(s) this work? 2232, Senior Physician Specialist; 2574, Clinical Psychologist; 2930, Psychiatric Social Worker; 2932, Sr Psychiatric Social Worker;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, the Contractor will provide comprehensive, evidence-based mental health services in one setting with access to leaders and innovators of interventions. It will also provide access and expertise to deliver training and consultation to the broader CYF SOC service provider network.

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

The Department has attempted to build capacity within the City by providing workforce development trainings and consultation services. There is currently a limit to clinic and provider capacity due to the limited number of certified, licensed and trained staff.

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

A. Explain why civil service classes are not applicable.

There are civil service classes that provide these services but the County does not have the capacity, infrastructure or facilities to meet the volume of the need for these specialized, evidence-based treatment modalities in one setting.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. There are civil service classes that provide these services but the County does not have the capacity, infrastructure or facilities to meet the volume of the need for these specialized, evidence-based treatment modalities in one setting.

**6. Additional Information**

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

No.

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

**7. Union Notification:** On 11/25/2022, the Department notified the following employee organizations of this PSC/RFP request:  
Physicians and Dentists - 8CC; 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 St, Room 419B San Francisco, CA 94103

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 49565 - 22/23

DHR Analysis/Recommendation:  
Commission Approval Required  
DHR Approved for 03/06/2023

Civil Service Commission Action:

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

Receipt of Notice for new PCS over \$100K PSC # 49565 - 22/23

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

on behalf of

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

Fri 11/25/2022 11:53 AM

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@sfwater.org <Kbasconcillo@sfwater.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@seiu1021.org <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>;Pierre King - UAPD <pking@UAPD.com>;tjenkins@uapd.com <tjenkins@uapd.com>;jduritz@uapd.com <jduritz@uapd.com>

RECEIPT for Union Notification for PSC 49565 - 22/23 more than \$100k

The PUBLIC HEALTH -- DPH has submitted a request for a Personal Services Contract (PSC) 49565 - 22/23 for \$10,000,000 for Initial Request services for the period 03/01/2023 – 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/19466> 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

**RE: Receipt of Notice for new PSC over \$100K PSC # 49565 - 22/23**

Thomas Vitale <Thomas.Vitale@seiu1021.org>

Fri 2/10/2023 11:49 AM

To: Hiramoto, Kelly (DPH) <kelly.hiramoto@sfdph.org>; Farahmand, Farahnaz (DPH) <farahnaz.farahmand@sfdph.org>; Ruggels, Michelle (DPH) <michelle.ruggels@sfdph.org>; Salazar, Diana (DPH) <diana.salazar@sfdph.org>

Cc: Williams, blue (DPH) <kenneth.c.williams@sfdph.org>; Thomas Vitale <thomas.vitale@seiu1021.org>

Hi Kelly, Thank you for meeting with us today to discuss and clarify PSC #49565 – 22/23. Our issues and questions concerning this PSC have been thoroughly addressed and SEIU 1021 is now in a position to offer our approval for PSC #49565 – 22/33.

Thomas Vitale  
SEIU 1021 Representative  
Contact# 510-703-4081

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**<https://www.seiu1021.org/post/seiu-1021-covid-19-response-updates>**

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**From:** Thomas Vitale <Thomas.Vitale@seiu1021.org>

**Sent:** Thursday, February 2, 2023 3:53 PM

**To:** Hiramoto, Kelly (DPH) <kelly.hiramoto@sfdph.org>; Farahmand, Farahnaz (DPH) <farahnaz.farahmand@sfdph.org>; Ruggels, Michelle (DPH) <michelle.ruggels@sfdph.org>; Salazar, Diana (DPH) <diana.salazar@sfdph.org>

**Cc:** Williams, blue (DPH) <kenneth.c.williams@sfdph.org>; Thomas Vitale <Thomas.Vitale@seiu1021.org>

**Subject:** RE: Receipt of Notice for new PSC over \$100K PSC # 49565 - 22/23

Kelly, We have additional questions and since time is of the essence I think it best that we meet via teleconference as soon as possible. Please send us dates of your availability, thank you.

Thomas Vitale  
SEIU 1021 Representative  
Contact# 510-703-4081

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**<https://www.seiu1021.org/post/seiu-1021-covid-19-response-updates>**

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**From:** Hiramoto, Kelly (DPH) <kelly.hiramoto@sfdph.org>

**Sent:** Thursday, February 2, 2023 3:30 PM

**To:** Thomas Vitale <Thomas.Vitale@seiu1021.org>

**Cc:** Williams, blue (DPH) <kenneth.c.williams@sfdph.org>; Ruggels, Michelle (DPH) <michelle.ruggels@sfdph.org>; Farahmand, Farahnaz (DPH) <farahnaz.farahmand@sfdph.org>; Salazar, Diana (DPH) <diana.salazar@sfdph.org>

**Subject:** Re: Receipt of Notice for new PSC over \$100K PSC # 49565 - 22/23

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Hi Thomas,

This PSC is for behavioral health outpatient services we don't currently provide or expansion of where we currently lack capacity.

Kelly

Kelly Hiramoto, LCSW  
Acting PSC Coordinator  
SF Department of Public Health Business Office  
Special Projects Manager  
SF Department of Public Health

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**From:** Thomas Vitale <[Thomas.Vitale@seiu1021.org](mailto:Thomas.Vitale@seiu1021.org)>  
**Sent:** Thursday, February 2, 2023 1:37 PM  
**To:** Hiramoto, Kelly (DPH) <[kelly.hiramoto@sfdph.org](mailto:kelly.hiramoto@sfdph.org)>  
**Cc:** Thomas Vitale <[thomas.vitale@seiu1021.org](mailto:thomas.vitale@seiu1021.org)>; Williams, blue (DPH) <[kenneth.c.williams@sfdph.org](mailto:kenneth.c.williams@sfdph.org)>  
**Subject:** RE: Receipt of Notice for new PSC over \$100K PSC # 49565 - 22/23

Hi Kelly, Thank you for your response. I do have a follow up question. Is this PSC for long term or primary care?

Thomas Vitale  
SEIU 1021 Representative  
Contact# 510-703-4081

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**From:** Hiramoto, Kelly (DPH) <[kelly.hiramoto@sfdph.org](mailto:kelly.hiramoto@sfdph.org)>  
**Sent:** Thursday, February 2, 2023 1:11 PM  
**To:** Thomas Vitale <[Thomas.Vitale@seiu1021.org](mailto:Thomas.Vitale@seiu1021.org)>; Najuwanda Daniels <[Najuawanda.Daniels@seiu1021.org](mailto:Najuawanda.Daniels@seiu1021.org)>; Jason Klumb <[Jason.Klumb@seiu1021.org](mailto:Jason.Klumb@seiu1021.org)>; Frigault, Noah (HRC) <[noah.frigault@sfgov.org](mailto:noah.frigault@sfgov.org)>; Julie Meyers <[julie.meyers@sfgov.org](mailto:julie.meyers@sfgov.org)>; Ricardo Lopez <[Ricardo.lopez@sfgov.org](mailto:Ricardo.lopez@sfgov.org)>; [kbasconcillo@sfgwater.org](mailto:kbasconcillo@sfgwater.org); [pcamarillo\\_seiu@sbcglobal.net](mailto:pcamarillo_seiu@sbcglobal.net); Wendy Frigillana <[wendy.frigillana@seiu1021.org](mailto:wendy.frigillana@seiu1021.org)>; PSCreview <[PSCreview@seiu1021.org](mailto:PSCreview@seiu1021.org)>; [ted.zarzecki@seiu1021.net](mailto:ted.zarzecki@seiu1021.net); [davidmkersten@gmail.com](mailto:davidmkersten@gmail.com); XiuMin Li <[XiuMin.Li@seiu1021.org](mailto:XiuMin.Li@seiu1021.org)>; [Sin.Yee.Poon@sfgov.org](mailto:Sin.Yee.Poon@sfgov.org); David Canham <[david.canham@seiu1021.org](mailto:david.canham@seiu1021.org)>; [jtanner940@aol.com](mailto:jtanner940@aol.com); Pierre King - UAPD <[pking@UAPD.com](mailto:pking@UAPD.com)>; [tjenkins@uapd.com](mailto:tjenkins@uapd.com); [jduritz@uapd.com](mailto:jduritz@uapd.com); DHR-PSCCoordinator, DHR (HRD) <[dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org)>  
**Cc:** Ruggels, Michelle (DPH) <[michelle.ruggels@sfdph.org](mailto:michelle.ruggels@sfdph.org)>; Longhitano, Robert (DPH) <[robert.longhitano@sfdph.org](mailto:robert.longhitano@sfdph.org)>; Farahmand, Farahnaz (DPH) <[farahnaz.farahmand@sfdph.org](mailto:farahnaz.farahmand@sfdph.org)>; Salazar, Diana (DPH) <[diana.salazar@sfdph.org](mailto:diana.salazar@sfdph.org)>  
**Subject:** Re: Receipt of Notice for new PSC over \$100K PSC # 49565 - 22/23

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Dear Mr. Vitale,

Thank you for reviewing the Department of Public Health's (DPH) Personal Service Contract (PSC) # 49565-22/23 submission (submitted 11/25/22).

Because the objection arrived on the last day of the notification period, we are hoping we can provide further clarification of the contract via email and keep the PSC on calendar for the 3/06/23 CSC meeting. However, we can meet with you in person if you prefer.

I believe that with further detail, it may be clearer how the services available at UCSF Child and Adolescent (CAS) Nancy Friend Pritzker Psychiatry Building (NFPPB) differ from what DPH is able to provide, while other services enhance capacity in critical areas where DPH simply lacks capacity. This contract would provide a double benefit, including our families would have access to these specialty resources for the first time, and DPH would have access to training in multiple evidence-based specialty areas, thereby improving the care that we currently provide. The BHS Children Youth and Families (CYF) civil service workforce have indicated they are very eager to have access to the UCSF CAS NFPPB because they have current clients already identified and in need of these specialty services.

The UCSF CAS NFPPB is a state-of-the-art facility that integrates physical and behavioral health services allowing for a comprehensive one-stop-shop that will ensure obtaining treatment is easier thereby facilitating improved outcomes. Additionally, the UCSF staff are certified, licensed and trained in evidence-based treatments (and in many cases, also actually developed the protocols) for these specialty services. Here are some of the treatments that will become available as a result of this contract:

- Dialectal Behavior Therapy which includes a 24/7 model of treatment for some of the most high acuity youth who are suicidal/self-harm and cycle through inpatient psychiatric hospitalizations; (DPH has some DBT capacity, but it isn't 24/7)
- Family-Based Treatment (FBT) for Eating Disorders (which is a primary care/behavioral health integrated model both of which can be accessed under one roof at the UCSF CAS NFPPB);
- Evidence Based Treatments for Developmental Disorders (e.g., Autism Spectrum Disorder) which is highly specialized and a gap in our system;
- Evidence Based Treatments for Neurodevelopmental Disorders (e.g., Attention-Deficit/Hyperactivity Disorder);

Additionally, through this contract, BHS CYF intends to make training available in different specialty areas. The trainers are experts in multiple evidence-based treatment models and will support CYF in gaining knowledge and capacity in these areas, all towards improving the care that BHS CYF clinicians are able to provide.

Thank you.

Kelly

Kelly Hiramoto, LCSW  
Acting PSC Coordinator  
SF Department of Public Health Business Office  
Special Projects Manager  
SF Department of Public Health

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**From:** Thomas Vitale <[Thomas.Vitale@seiu1021.org](mailto:Thomas.Vitale@seiu1021.org)>  
**Sent:** Wednesday, January 25, 2023 12:35 PM  
**To:** Hiramoto, Kelly (DPH) <[kelly.hiramoto@sfdph.org](mailto:kelly.hiramoto@sfdph.org)>; Najuwanda Daniels <[najuawanda.daniels@seiu1021.org](mailto:najuawanda.daniels@seiu1021.org)>; Jason Klumb <[Jason.Klumb@seiu1021.org](mailto:Jason.Klumb@seiu1021.org)>; Frigault, Noah (HRC) <[noah.frigault@sfgov.org](mailto:noah.frigault@sfgov.org)>; Julie Meyers <[julie.meyers@sfgov.org](mailto:julie.meyers@sfgov.org)>; [Ricardo.lopez@sfgov.org](mailto:Ricardo.lopez@sfgov.org) <[Ricardo.lopez@sfgov.org](mailto:Ricardo.lopez@sfgov.org)>; [kbasconcillo@sfgov.org](mailto:kbasconcillo@sfgov.org) <[kbasconcillo@sfgov.org](mailto:kbasconcillo@sfgov.org)>; [pcamarillo\\_seiu@sbcglobal.net](mailto:pcamarillo_seiu@sbcglobal.net) <[pcamarillo\\_seiu@sbcglobal.net](mailto:pcamarillo_seiu@sbcglobal.net)>; Wendy Frigillana <[wendy.frigillana@seiu1021.org](mailto:wendy.frigillana@seiu1021.org)>; PSCreview <[PSCreview@seiu1021.org](mailto:PSCreview@seiu1021.org)>; [ted.zarzecki@seiu1021.net](mailto:ted.zarzecki@seiu1021.net) <[ted.zarzecki@seiu1021.net](mailto:ted.zarzecki@seiu1021.net)>; [davidmkersten@gmail.com](mailto:davidmkersten@gmail.com) <[davidmkersten@gmail.com](mailto:davidmkersten@gmail.com)>; [xiumin.li@seiu1021.org](mailto:xiumin.li@seiu1021.org) <[xiumin.li@seiu1021.org](mailto:xiumin.li@seiu1021.org)>; [Sin.Yee.Poon@sfgov.org](mailto:Sin.Yee.Poon@sfgov.org) <[Sin.Yee.Poon@sfgov.org](mailto:Sin.Yee.Poon@sfgov.org)>; [david.canham@seiu1021.org](mailto:david.canham@seiu1021.org) <[david.canham@seiu1021.org](mailto:david.canham@seiu1021.org)>; [jtanner940@aol.com](mailto:jtanner940@aol.com) <[jtanner940@aol.com](mailto:jtanner940@aol.com)>; Pierre King - UAPD <[pking@uapd.com](mailto:pking@uapd.com)>; [tjenkins@uapd.com](mailto:tjenkins@uapd.com) <[tjenkins@uapd.com](mailto:tjenkins@uapd.com)>; [jduritz@uapd.com](mailto:jduritz@uapd.com) <[jduritz@uapd.com](mailto:jduritz@uapd.com)>; DHR-PSCCoordinator, DHR (HRD) <[dhr-psccoordinator@sfgov.org](mailto:dhr-psccoordinator@sfgov.org)>  
**Cc:** Thomas Vitale <[thomas.vitale@seiu1021.org](mailto:thomas.vitale@seiu1021.org)>  
**Subject:** RE: Receipt of Notice for new PCS over \$100K PSC # 49565 - 22/23

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Ms. Hiramoto, SEIU 1021 is demanding to meet and confer over PCS #49565- 22/23. The scope of the duties proposed to be contracted are precisely those being performed by our members. Please contact me with dates of your availability to meet about this PCS.

Thomas Vitale  
SEIU 1021 Representative  
Contact# 510-703-4081  
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-----Original Message-----

From: [dhr-psccoordinator@sfgov.org](mailto:dhr-psccoordinator@sfgov.org) <[dhr-psccoordinator@sfgov.org](mailto:dhr-psccoordinator@sfgov.org)> On Behalf Of [kelly.hiramoto@sfdph.org](mailto:kelly.hiramoto@sfdph.org)  
Sent: Friday, November 25, 2022 11:50 AM  
To: [kelly.hiramoto@sfdph.org](mailto:kelly.hiramoto@sfdph.org); Najuwanda Daniels <[Najuawanda.Daniels@seiu1021.org](mailto:Najuawanda.Daniels@seiu1021.org)>; Jason Klumb <[Jason.Klumb@seiu1021.org](mailto:Jason.Klumb@seiu1021.org)>; [noah.frigault@sfgov.org](mailto:noah.frigault@sfgov.org); Julie Meyers <[julie.meyers@sfgov.org](mailto:julie.meyers@sfgov.org)>; Thomas Vitale <[Thomas.Vitale@seiu1021.org](mailto:Thomas.Vitale@seiu1021.org)>; [Ricardo.lopez@sfgov.org](mailto:Ricardo.lopez@sfgov.org); [kbasconcillo@sfgov.org](mailto:kbasconcillo@sfgov.org); [pcamarillo\\_seiu@sbcglobal.net](mailto:pcamarillo_seiu@sbcglobal.net); Wendy Frigillana <[wendy.frigillana@seiu1021.org](mailto:wendy.frigillana@seiu1021.org)>; PSCreview <[PSCreview@seiu1021.org](mailto:PSCreview@seiu1021.org)>; [ted.zarzecki@seiu1021.net](mailto:ted.zarzecki@seiu1021.net); [davidmkersten@gmail.com](mailto:davidmkersten@gmail.com); XiuMin Li <[XiuMin.Li@seiu1021.org](mailto:XiuMin.Li@seiu1021.org)>; [Sin.Yee.Poon@sfgov.org](mailto:Sin.Yee.Poon@sfgov.org); David Canham <[david.canham@seiu1021.org](mailto:david.canham@seiu1021.org)>; [jtanner940@aol.com](mailto:jtanner940@aol.com); [pking@uapd.com](mailto:pking@uapd.com); [tjenkins@uapd.com](mailto:tjenkins@uapd.com); [jduritz@uapd.com](mailto:jduritz@uapd.com); [kelly.hiramoto@sfdph.org](mailto:kelly.hiramoto@sfdph.org); [dhr-psccoordinator@sfgov.org](mailto:dhr-psccoordinator@sfgov.org)  
Subject: Receipt of Notice for new PCS over \$100K PSC # 49565 - 22/23

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RECEIPT for Union Notification for PSC 49565 - 22/23 more than \$100k

The PUBLIC HEALTH -- DPH has submitted a request for a Personal Services Contract (PSC) 49565 - 22/23 for \$10,000,000 for Initial Request services for the period 03/01/2023 - 06/30/2028. Notification of 30 days (60 days for SEIU) is required.

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<https://nam10.safelinks.protection.outlook.com/?>

[url=http%3A%2F%2Fapps.sfgov.org%2Fdhrdrupal%2Fnode%2F19466&data=05%7C01%7C%7Cbb1171f388bc48d4489608dacf1ebecb%7Ce35c5b2684f74b9ba7c591278c732568%7C0%7C0%7C638050028205651205%7CUnknown%7CTWFpbGZsb3d8eyJWl%2F%2F3L%2Bq7uwBHonsHl6Gsf%2Bb9ToXs%3D&mp;reserved=0](http://3A%2F%2Fapps.sfgov.org%2Fdhrdrupal%2Fnode%2F19466&data=05%7C01%7C%7Cbb1171f388bc48d4489608dacf1ebecb%7Ce35c5b2684f74b9ba7c591278c732568%7C0%7C0%7C638050028205651205%7CUnknown%7CTWFpbGZsb3d8eyJWl%2F%2F3L%2Bq7uwBHonsHl6Gsf%2Bb9ToXs%3D&mp;reserved=0) For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: 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: Wastewater Capital Improvement Plan Program Management Support Services

Funding Source: Wastewater Enterprise Revenue and Revenue PSC Duration: 10 years 2 days

PSC Amount: \$90,000,000

**1. Description of Work**

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

The SFPUC Infrastructure Division and Wastewater Enterprise (WWE) seeks consultant services to provide specialized program management support for the Wastewater Capital Improvement Plan. These services are required to continue a number of programmatic functions such as strategic capital planning, risk management, pre-construction technical advice, pre-construction planning and management, labor and contract relations, development and refinement of standards, preparation of programmatic schedules and budgets, analysis of alternative project delivery mechanisms and asset management.

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

SFPUC is seeking the services of an experienced firm to assist with the delivery of the remaining Sewer System Improvement Program (which started in 2012 and will continue through at least 2032), and to provide further support to the additional capital work in the larger, more comprehensive rolling WWE CIP. The WWE Capital Plan is an investment to upgrade San Francisco's seismically vulnerable combined wastewater system. The 100-year-old system, which treats sanitary sewage and stormwater, is past its useful life and facing a number of current and future challenges resulting from extreme weather and seismic vulnerabilities. The improvements include upgrading and replacing critical grey infrastructure (treatment facilities, pump stations, and the collection system) and integrating green infrastructure, which uses natural processes to slow down and filter stormwater to prevent it from overwhelming the system and minimize flooding during rainstorms. The work under this contract will continue upgrades to the wastewater system to ensure it is compliant, reliable, resilient, and flexible in responding to catastrophic events while protecting the environment and public health. If this contract is denied, these critical improvements will be delayed causing the system to be out of regulatory compliance and at risk for 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.**

Yes, similar services were provided under CS-165, which is nearing the end of the contract, and served to initiate the majority of the SSIP Phase 1 work. However, this contract intends to cover the remaining SSIP work and the larger WWE CIP, of which the SSIP is one of three CIP programs to be supported under this contract.

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

No

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

The Wastewater Capital Improvement Plan is a continued system-wide investment that includes replacing major treatment facilities and improving critical assets throughout San Francisco. The original agreement, CS-165 Program Management Support Services - Sewer System Improvement Program, a multi-billion-dollar agreement spanning over a decade, was awarded for up to fifteen years (June 2011-September 2026). However, the work has accelerated, and the contract is anticipated to reach capacity in 2022. The new agreement, PRO.0179 (Wastewater Capital Improvement Plan Delivery), will continue the work implemented under the SSIP and initiate new capital improvement projects as part of a rolling Ten-Year capital plan. This work will include prioritized SSIP projects (initially identified in later phases) and other WWE Capital Programs (Facilities & Infrastructure and Renewal & Replacement) projects. The new agreement will match the ten-year duration of the current Ten-Year capital plan. If approved, midway through the contract, the lead of this proposed work will present an update to the Civil Service Commission on the Program's progress.

## 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 WWE Capital Improvement Plan requires the support of Consultants with extensive knowledge, experience, and expertise in providing Program Management, Planning, Design, and Pre-Construction support services for large water or wastewater infrastructure capital programs. Service may be required on an as-needed, intermittent, or periodic basis over the Ten-Year capital plan due to peaks in workload to deliver multiple projects simultaneously.

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

- A. Specify required skills and/or expertise: The support necessary to deliver a multi-billion-dollar capital improvement program requires extensive experience in capital planning, delivery, and asset management. Expertise in trenchless linear pipeline construction, stormwater management, green infrastructure, watershed assessments, and alternative delivery methods (e.g., Design-Build and CM at Risk) is required. An understanding of wastewater regulatory and combined sewer system requirements is imperative. In-depth knowledge of the wastewater treatment process and existing/emerging technologies is essential. Expertise in combined sewer systems analyses, evaluations, permitting, operating strategies, planning, design, and construction is preferred. Experience in wastewater facility plant start-up and commissioning is also necessary. Knowledge in cost estimating, engineering, and controls for treatment plants, collection system facilities, including gravity sewers (circular and irregular cross-sections up to 109" diameter), interceptors, tunnels, outfall structures, and pump station projects, is necessary. Moreover, specialists in the following areas are required. Value engineering and alternative analysis; A recognized expert in climate change with Bay Area familiarity to support climate change analysis' and adaptation plans; Technology transfer and training specialist for wastewater and stormwater pump stations, treatment plants, and conveyance systems; Asset management integration specialist with experience in integrating wastewater infrastructure; Building Information Modeling (BIM) specialist with engineering/construction experience on wastewater

projects, including expertise in BIM for wastewater and stormwater pump stations, treatment plants, and conveyance systems.

- B. Which, if any, civil service class(es) normally perform(s) this work? 5211, Eng/Arch/Landscape Arch Sr; 5212, Engineer/Architect Principal; 5241, Engineer; 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?**

SFPUC Engineering Management Bureau (EMB) and San Francisco Public Works (SFPW) were approached about this work. It was determined that San Francisco City staff with relevant experience, including Public Works, will be given the first offer to provide technical services for this contract. If SFPUC cannot perform the services in-house, SFPW will be given the first right of refusal for project technical support tasks before acquiring consultant support. We intend to prioritize work for City staff where possible. Thus, we have designated several technical subtasks as “optional,” which allows flexibility to assign the work as needed.

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

- A. Explain why civil service classes are not applicable.  
In some cases, Civil Service classifications are applicable, but in those that are not, it is due to the required technical expertise necessary to deliver a program of this complexity and magnitude. The City does not routinely implement multi-billion-dollar capital improvement programs for the combined sewer system. This work happens approximately every 40 years and currently has an approved capital budget of \$5.4B over ten years.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. In some cases, Civil Service classifications are applicable, but in those that are not, it is due to the required technical expertise necessary to deliver a program of this complexity and magnitude. The City does not routinely implement multi-billion-dollar capital improvement programs for the combined sewer system. This work happens approximately every 40 years and currently has an approved capital budget of \$5.4B over ten years.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
No. Under this contract, the consultant will work with SFPUC to identify knowledge gaps associated with the implementation of CIP projects and develop/deliver competency-based training programs and curriculums for projects accordingly. Training areas may include low-impact design, asset management, specialized hydraulic modeling, pump station upgrades, program controls, program management, or other project areas that could be designed by the SFPUC.

- 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 12/21/2022, the Department notified the following employee organizations of this PSC/RFP request:  
Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21

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

Name: 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# 40282 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/06/2023

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



**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [shale@sfgov.org](mailto:shale@sfgov.org)  
**To:** [Hale, Shawndrea M.](mailto:Hale,Shawndrea.M.); [junko.laxamana@sfgov.org](mailto:junko.laxamana@sfgov.org); [WendyWong26@yahoo.com](mailto:WendyWong26@yahoo.com); [wendywong26@yahoo.com](mailto:wendywong26@yahoo.com); [tmathews@ifpte21.org](mailto:tmathews@ifpte21.org); [kschumacher@ifpte21.org](mailto:kschumacher@ifpte21.org); [amakayan@ifpte21.org](mailto:amakayan@ifpte21.org); [L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org); [Hale, Shawndrea M.](mailto:Hale,Shawndrea.M.); [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 40282 - 22/23  
**Date:** Wednesday, December 21, 2022 9:46:52 AM

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

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

RECEIPT for Union Notification for PSC 40282 - 22/23 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 40282 - 22/23 for \$90,000,000 for Initial Request services for the period 09/01/2022 – 08/31/2032. 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/19585> 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

E. DENNIS NORMANDY  
PRESIDENT

DONALD A. CASPER  
VICE PRESIDENT

MORGAN R. GORRONO  
COMMISSIONER

MARY Y. JUNG  
COMMISSIONER

LISA SEITZ GRUWELL  
COMMISSIONER

ANITA SANCHEZ  
EXECUTIVE OFFICER

MINUTES  
Regular Meeting  
April 18, 2011

2:00 p.m.  
ROOM 400, CITY HALL  
1 Dr. Carlton B. Goodlett Place

## CALL TO ORDER

2:06 p.m.

## ROLL CALL

President E. Dennis Normandy	Present
Vice President Donald A. Casper	Present
Commissioner Morgan R. Gorrondo	Present
Commissioner Mary Y. Jung	Present
Commissioner Lisa Seitz Gruwell	Not Present (Notified absence)

President E. Dennis Normandy presided.

## REQUEST TO SPEAK ON ANY MATTER WITHIN THE JURISDICTION OF THE CIVIL SERVICE COMMISSION AND WHICH IS NOT APPEARING ON TODAY'S AGENDA

None.

## APPROVAL OF MINUTES

Regular Meeting of April 4, 2011

**Action:** Postpone to the meeting of May 2, 2011; the draft minutes are incomplete due to tape recording malfunction. (Vote of 4 to 0)

## HUMAN RESOURCES DIRECTOR'S REPORT (Item No. 5)

Micki Callahan, Human Resources Director reported that today, April 18, 2011, the Department of Human Resources began a classification project to review the allocation of classes. A short-term Employee Specialist has been hired to assist with this project. A full report will be presented at an upcoming meeting.

## EXECUTIVE OFFICER'S REPORT (Item No. 6)

No report.

**0075-11-8 Review of request for approval of proposed personal services contract.  
(Item No. 7)**

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
4092-10/11	Public Utilities Commission	\$1,500,000	Licensing fees, software upgrade and technical support service for Distributed Control System (DCS) system for Wastewater Enterprise (WWE).	Regular	06/30/13

March 21, 2011: Postpone PSC #4092-10/11 to the meeting of April 18, 2011 at the request of the Public Utilities Commission.

**Speakers:** Jignesh DeSai and Tamerat Awetu, Public Utilities Commission and Ging Louie, IFPTE Local 21

**Action:** Adopt the report; Approve request for PSC #4092-10/11 on the condition that the duration is two (2) years, ending in 2013; the Public Utilities Commission will continue to monitor to identify work within the scope of the contract that can be performed by civil service employees; and the Public Utilities Commission and IFPTE Local 21 to report back to the Commission on the progress in six (6) months. Notify the Office of the Controller and the Office of Contract Administration. (Vote of 4 to 0)

**0100-11-8 Review of request for approval of proposed personal services contracts.  
(Item No. 8)**

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
4097-10/11	Airport Commission	\$1,800,000	This project will develop a geodetic control, imagery control, project survey and quality control plan; conduct an aeronautical survey, which will also supplement the aerial survey requirement for the Runway Safety Area project; complete an airspace analysis, obstruction survey, and boundary survey; capture, convert and upload plain metric into the FAA AGIS to obtain approval by the National Geodetic Survey (NGS), and the FAA, and to coordinate and present an electronic Airport Layout Plan. Proposed work must be completed according to the FAA Advisory Circulars 150/5300-16, -17, and -18.	Regular	06/30/15
4098-10/11	Airport Commission	\$2,800,000	The proposed work includes specialty design and inspection pertaining to the Federal Aviation Administration's (FAA) navigational-aids systems, runway design and construction specific to the Runway Safety Area (RSA), project financial analyses, and development of a master project schedule as support for the RSA program.	Regular	12/31/15
4099-10/11	Airport Commission	\$8,500,000	Design, develop, install and implement an integrated solution for managing ground transportation information from Radio Frequency Identification (RFID) transponders and smart-card taxi revenue collection system at the Airport. Work includes software development, integration of current RFID readers and taxi smart-card system into new system, testing and integration of hand-held RFID readers, training for staff and on-going maintenance.	Regular	04/19/14

Civil Service Commission Meeting Minutes

Regular Meeting of April 18, 2011

<p>4100-10/11</p> <p><i>Appealed by IFPTE Local 21 on Regular Agenda</i></p> <p><i>See Item 12</i></p>	<p>Public Utilities Commission</p>	<p>\$150,000,000</p>	<p>Provide specialized expertise for the Sewer System Improvement Program as a Program Advisor in the areas of: technology, program validation, climate change, facilities integration, cost and schedule, risk management, emerging technologies, preliminary design, pre-construction, and triple bottom line analysis.</p>	<p>Regular</p>	<p>12/01/26</p>
<p>4068-08/09</p>	<p>Airport Commission</p>	<p>Increase Amount \$450,000 New Amount \$950,000</p>	<p>SFO needs support of consultant on the Noise Insulation Program, particularly on tasks such as: review of County records &amp; updated noise impact boundaries to identify properties that may qualify for noise insulation improvements; coordination of aircraft noise easement acquisition &amp; recording; coordination of noise insulation design &amp; construction work; handling of inquires from property owners regarding eligibility for noise insulation improvements funded by the FAA and the Airport; and, preparation of outlay reports for grant reimbursements. The budget for the 3-yr period was increased to \$950,000 since FAA awarded additional grants, allowing Airport to increase the scope of work and provide acoustic treatment to a larger number of properties than originally planned.</p>	<p>Modification</p>	<p>12/21/11</p>
<p>4119-07/08</p>	<p>Port Commission</p>	<p>Increase Amount \$380,000 New Amount \$1,730,000</p>	<p>The contracted scope of work with Treadwell &amp; Rollo is approximately 90% complete. Regional Water Quality Control Board (Water Board) has accepted/approved the environmental investigation. However, as a result of the findings presented in the investigation report, Water Board now requires the Port to undertake two (2) new tasks; prepare a Remedial Action Plan for the Pier 70 area; and conduct a Feasibility Study for contaminated sediment at a portion of Pier 70 area designated for future park</p>	<p>Modification</p>	<p>06/30/12</p>
<p>4028-06/07</p>	<p>Public Library</p>	<p>Increase Amount \$0 New Amount \$1,050,000</p>	<p>The San Francisco Public Library (Library) seeks a Contractor to develop a program to interpret and coordinate data, design form format, and issue notices and forms for the Library in multiple languages. The services include transforming electronic data, via File Transfer Protocol (FTP) to generate around 1,000 library notices per day, printing text of notices onto designated forms, and mailing them to library patrons first class presorted on the same day. Initially, the Contractor and Library staff will meet to define the specifications for and design each of the required forms: reserves, overdue, billed items, holds expired, and holds cancelled. Subsequent changes and/or additions to the forms would be made as needed and, on occasion, the Library would provide additional inserts, or camera-ready copy of same, to be included in the mailings.</p>	<p>Modification</p>	<p>06/30/15</p>

4087-07/08	Public Works	Increase Amount \$8,400,000 New Amount \$16,400,000	The Executive Construction Management (ECM) for the new hospital at SFGH Medical Center will be responsible for pre-construction and construction services, and for establishing and maintaining overall project controls during the design and construction phases of the SFGH Rebuild Project. ECM services include project scheduling, cost estimating, and establishing an automated project master database for tracking and monitoring daily workflow processing and reporting. The ECM will also be responsible for the development and maintenance of a Project Controls System that is independent of the Construction Manager/General Contractor's (CM/GC) Project Controls System. The ECM will be responsible for the monitoring of the CM/GC's quality assurance, safety programs, and hazardous material and construction mitigation controls. The selected ECM will provide specialized expertise to supplement Civil Service classifications and will be managed by City staff. The PSC modification request of \$8.4M is a reconciliation of the ECM's work scope and responsibilities between the 2007 forecasted utilization versus 2010 actual utilization trends due to restructured responsibilities. The revised PSC modification reflects an increased involvement by the ECM during the Pre-Construction and Construction Phases of the SFGH Rebuild Project, as well as extended durations. Some of the tasks include a full-time presence of the ECM cost engineer in validating work release work scopes and CM/GC cost reports, full-time schedule analysis and updates, full-time development and participation of the constructability review process, and development and maintenance of the Project Controls System. See attached document titled "Presentation to Board of Supervisors, Request for Contract Modification Approval Exceeding \$10M" for a more detailed discussion of the ECM's revised contract scope and a comparison of the 2007 forecasted utilization versus the 2010 actual utilization trend.	Modi- fication	12/31/16
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**Speakers:**

Cynthia Avakian and Josephine Pofsky, Airport Commission spoke on PSC #4097-10/11.  
 Cynthia Avakian and Jim Chiu, Airport Commission spoke on PSC #4098-10/11.  
 Cynthia Avakian and Gerardo Fries, Airport Commission spoke on PSC #4099-10/11.  
 Brian Bannon, San Francisco Public Library spoke on PSC #4028-06/07.

**Action:**

- (1) Adopt the report as verbally amended from Yes to No in "D" of PSC #4028-06/07. Previous increase amount request of \$940,000 is reduced to \$300,000 with new amount of \$1,050,000. Duration of February 28, 2012 (3/7/11 CSC action) extended to 6/30/15. Approve request. Notify the Office of the Controller and the Office of Contract Administration. (Vote of 4 to 0)
- (2) Adopt the report; Approve request on all remaining contracts. Notify the Office of the Controller and the Office of Contract Administration. (Vote of 4 to 0)

**0099-11-3 Salary Survey for Registered Nurse Classifications (Charter Section A8.403), 2011-2012. (Item No. 9)**

**Speakers:** David Rich, Department of Human Resources

**Action:** Adopt the report; Certify to the Board of Supervisors for the Acute Care Nursing Classifications the highest prevailing salary schedules in the six Bay Area Counties (Public & Private) in effect on April 15, 2011. (Vote of 4 to 0)

**0054-11-3 Appeal by Patrick Tobin of the Executive Officer’s denial to process his request for a hearing of the denial of his “Like Work-Like Pay” compensation as an acting Lieutenant at the San Francisco Police Department Traffic Company. (Item No. 10)**

March 21, 2011: Postpone to the meeting of April 18, 2011 at the request of Sergeant Patrick Tobin.

**Speakers:** None.

**Action:** Postpone to the meeting of May 2, 2011 at the request of Russell Robinson, Attorney. (Vote of 4 to 0)

**0101-11-8 Review of request for approval of proposed personal services contract. (Item No. 11)**

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
4041-07/08	Public Utilities Commission	\$0	Work plan preparation; environmental document scoping; environmental field studies; alternatives analysis; preparation of draft environmental documents and permit applications; preparation of final environmental documents required for the acquisition of regulatory permits and agency approvals. The existing Geary Road Bridge provides passage across Alameda Creek to pedestrians, emergency service vehicles, and San Francisco Public Utilities Commission (SFPUC) and other agency staff. The existing wooden bridge is 80 years old and requires replacement to mitigate ongoing safety concerns, such as insufficient load capacity to allow passage of heavy vehicles like fire trucks. Implementation of the Geary Road Bridge Replacement Project (formerly called the New Diversion Dam Road Bridge Upgrade Project) would replace the existing bridge with one that meets current bridge design and safety standards, including passage of heavy vehicles. This required extension of the period of contract performance is necessary due to delays in the finalization of bridge design which has slowed the initiation of environmental review. If the extension of the period of contract services is denied, completion of the required environmental analysis will be delayed, along with the completion of this important safety improvement project.	Regular	12/01/12

0101-11-8 (continued)

**Speakers:** None.

**Action:** Adopt the report; Approve request for proposed personal services contracts. Notify the Office of the Controller and the Office of Contract Administration. (Vote of 4 to 0)

**0107-11-8 Appeal by IFPTE Local 21 of PSC #4100-10/11 from the Public Utilities Commission. (Item No. 12)**

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
4100-10/11	Public Utilities Commission	\$150,000,000	Provide specialized expertise for the Sewer System Improvement Program as a Program Advisor in the areas of: technology, program validation, climate change, facilities integration, cost and schedule, risk management, emerging technologies, preliminary design, pre-construction and triple bottom line analysis.	Regular	12/01/26

**Speakers:** Harlan L. Kelly Jr., Public Utilities Commission  
Larry Wong, IFPTE Local 21 and Joe Brenner, IFPTE Local 21

**Action:** Adopt the report; Approve request for proposed personal services contracts. Notify the Office of the Controller and the Office of Contract Administration. (Vote of 4 to 0)

**0013-11-6 Appeal by Robert Gage of the Executive Officer's decision to close his appeal due to untimeliness. (Item No. 13)**

**Speakers:** Anita Sanchez, Executive Officer  
Robert Gage, Appellant  
Silvia Castellanos, Department of Human Resources  
Linda Simon, Department of Human Resources

**Action:** Grant the appeal by Robert Gage of the Executive Officer's decision to close his appeal. Schedule the hearing of the appeal of Mr. Gage to the meeting of May 16, 2011, with the proviso that should Mr. Gage not appear, his appeal is denied. (Vote of 4 to 0)



**0102-11-3**      **Annual Adjustment (3<sup>rd</sup> Year of 5-Year Cycle) of Salary of Member, Board of Supervisors in accordance with Civil Service Commission action of May 4, 2009; and, Salaries (5<sup>th</sup> Year of 5-Year Cycle) of Elected Officials (Mayor, City Attorney, District Attorney, Public Defender, Assessor-Recorder, Treasurer, and Sheriff) in accordance with Charter Section A8.409-1 for Fiscal Year 2011-12. (Item No. 14)**

**Speakers:**                      Luz Morganti, Civil Service Commission

**Action:**                              Accept the report; Due to a 1.5% CPI-U change, salaries of the elected officials (Mayor, City Attorney, District Attorney, Public Defender, Assessor-Recorder, Treasurer, and Sheriff) are increased 1.5%, in accordance with Charter Section A8.409-1 and the salary of members of the Board of Supervisors is increased 1.5%, in accordance with Commission Action of May 4, 2009 for Fiscal Year 2011-12. (Vote of 4 to 0)

**0103-11-3**      **Consideration of Reduction of Salary of Member, Board of Supervisors pursuant to Charter Section 2.100 and Salaries of Elected Officials (Mayor, City Attorney, District Attorney, Public Defender, Assessor-Recorder, Treasurer, and Sheriff) pursuant to Charter Section A8.409-1 for Fiscal Year 2011-12. (Item No. 15)**

**Speakers:**                      Luz Morganti, Civil Service Commission

**Action:**                              Accept the report; Adopt the Department of Human Resources Employee Relations Director report, Overview of FY 2011-12 Labor Concessions; Use the weighted average of 4.16% made by employee organizations; Reduce 4.16% the salaries for Member, Board of Supervisors and Elected Officials (Mayor, City Attorney, District Attorney, Public Defender, Assessor-Recorder, Treasurer, and Sheriff) for Fiscal Year 2011-12 covering the period July 1, 2011 to June 30, 2012; and, Transmit to the Controller. (Vote of 4 to 0)

**COMMISSIONERS' ANNOUNCEMENTS/REQUESTS (Item No. 16)**

Commissioner Morgan R. Gorrone requested that the meeting be adjourned in memory of Captain Sidney H. Keil, U.S. Navy Retired.

Vice President Donald A. Casper referenced Civil Service Commission Rule 314.7.2 in requesting a report on how Limited Tenure appointments are made in the San Francisco Fire Department.

President E. Dennis Normandy updated Commissioner Gorrone who was absent at the previous meeting of the Commission's direction to the Executive Officer to explore the possibility of obtaining a certain percentage of the budget of departments with matters before the Civil Service Commission.

**ADJOURNMENT (Item No. 17)**

3:56 p.m.

At the request of Commissioner Morgan R. Gorrone, the meeting adjourned in memory of Captain Sidney H. Keil, U.S. Navy Retired who passed away on March 31, 2011. The Commission directed the Executive Officer to forward expressions of condolence to the family on behalf of the Commission.

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION -- PUC

Dept. Code: PUC

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

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

Type of Service: As-Needed Support Services, Hetch Hetchy Water and Power

Funding Source: SFPUC Water Enterprise

PSC Duration: 5 years 26 weeks

PSC Amount: \$30,000,000

**1. Description of Work**

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

This PSC will be made up of four (4) contracts, each at a value of \$7.5 million. Work will consist of specialized and technical as-needed services in the areas of water supply, storage, delivery, and monitoring; water treatment and waste water treatment services; power services (all systems, generation to transmission /substation /switchyard /distribution); management improvement services; workforce development and outreach; asset management services; inspections and condition assessments of all HHWP assets; land management services; security, asset control, and emergency response services; environmental and regulatory compliance; training; job inspection services; health and safety services, and customer services for the San Francisco Public Utilities Commission (SFPUC). Each team should be able to respond to the full scope.

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

Federal and State environmental and regulatory agencies require reporting and compliance in numerous areas including water quality, water treatment, water supply and storage, power operations, hazardous materials, and health and safety. The as-needed services provided by these contracts include, but are not limited to: inspections and condition assessments, Occupational Safety & Health Administration (OSHA) policies and procedures interpretation and compliance, hazardous materials and waste management and planning; and cultural resources management and species monitoring. Denial of these contracted services could lead to fines from the regulatory agencies and other civil penalties.

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 provided in the past via PSC No. #4187314/15 (CS391) and PSC #416208/09 (CS229). This service is currently being provided by PSC No. #48095-1718 (PRO.0114).

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.

Reporting requirements

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

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

- Immediately needed services to address unanticipated or transitional situations, or services needed to address emergency situations.
- Short-term or capital projects requiring diverse skills, expertise and/or knowledge.
- Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).
- Circumstances where there is a demonstrable potential conflict of interest (e.g., independent appraisals, audits, inspections, third party reviews and evaluations).

B. Explain the qualifying circumstances:

The work is as-needed, short-term, and occasionally highly specialized, which means that it will be needed to fulfill short-term needs in operations, maintenance, or compliance on an as-needed basis to avoid operational failures and/or associated fines or assessments. The contract will also be used to address unanticipated or emergency staffing changes such as staffing to address fires, flooding, or the pandemic. Staffing is needed to address and mitigate health and safety risks, and assist with recovery efforts and claims. Services may also be needed on a periodic basis due to peak work volumes (such as updates to the Wildfire Mitigation and Transmission Vegetation Management plans). There are also regulatory requirements or audits (eg. bulk electric system) that require a third-party to assess or provide comment on, and that will be provided by these services.

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

A. Specify required skills and/or expertise: Specialized and technical skills related to water utility operations and management, electrical engineering, mechanical engineering, surveying, hydroelectric systems expertise, regulatory compliance, laboratory services, water quality studies, species monitoring, process optimization, risk assessment, business planning, asset management, performance assessment and health and safety services. Hetch Hetchy Water and Power staff will be working collaboratively with the consultant to broaden our in-house skill sets for these tasks. This contract may be used to provide "stop-gap" services when positions are vacant. The remote location of the work can lengthen the hiring process. Contractors may mentor and train the incoming staff when the vacant positions are filled.

B. Which, if any, civil service class(es) normally perform(s) this work? 1023, IS Administrator 3; 1024, IS Administrator-Supervisor; 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; 1062, IS Programmer Analyst; 1092, IT Operations Support Admin II; 1093, IT Operations Support Admin III; 1094, IT Operations Support Admin IV; 1232, Training Officer; 1823, Senior Administrative Analyst; 1824, Pr Administrative Analyst; 3426, Forester; 5177, Safety Officer; 5201, Junior Engineer; 5203, Asst Engr; 5207, Assoc Engineer; 5211, Eng/Arch/Landscape Arch Sr; 5216, Chief Surveyor; 5241, Engineer; 5305, Materials Testing Technician; 5310, Survey Assistant I; 5312, Survey Assistant II; 5314, Survey Associate; 5362, Engineering Assistant; 5364, Engineering Associate 1; 5366, Engineering Associate 2; 5601, Utility Analyst; 5602, Utility Specialist; 5620, Regulatory Specialist; 6130, Safety Analyst; 6138, Industrial Hygienist; 6318, Construction Inspector; 7287, Sprv Electronic Main Tech; 7318, Electronic Maintenance Tech; 1092, IT Operations Support Administrator II; 1093, IT Operations Support Administrator III ; 1094, IT Operations Support Administrator IV

; 1094, IT Operations Support Administrator IV ;

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

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

Not applicable

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

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

The contract is needed because the work is short-term, technical, and specialized. If the lead for the HHWP department that would normally perform the work establishes that the department has insufficient resources to perform the work or does not have the skillsets internally to perform the work, the requested contract will be used to augment HHWP staff in meeting its operational obligation.

- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, it would not be practical to adopt a new civil service class to perform this work because it is as-needed for short-term, technical and/or highly specialized work. It is taking up to two years to fill vacancies and there is insufficient staff to provide the needed "stop-gap" 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.

Yes. Yes. We are having difficulty filling vacant positions. This contract will be used to fill hiring stop gaps due to retirements. These same contractors will be used to mentor incoming staff once the vacant positions are filled. Our largest gaps are with information technology staff and electrical engineers.

- 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 12/29/2022, the Department notified the following employee organizations of this PSC/RFP request:  
Electrical Workers, Local 6; Municipal Executive Association; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21

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

Name: 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# 41213 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/06/2023

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

**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [shale@sfwater.org](mailto:shale@sfwater.org)  
**To:** [Hale, Shawndrea M.](mailto:Hale,Shawndrea.M.); [WendyWong26@yahoo.com](mailto:WendyWong26@yahoo.com); [wendywong26@yahoo.com](mailto:wendywong26@yahoo.com); [tmathews@ifpte21.org](mailto:tmathews@ifpte21.org); [kschumacher@ifpte21.org](mailto:kschumacher@ifpte21.org); [amakayan@ifpte21.org](mailto:amakayan@ifpte21.org); [L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org); [junko.laxamana@sfgov.org](mailto:junko.laxamana@sfgov.org); [Criss@sfmea.com](mailto:Criss@sfmea.com); [Camaguey@sfmea.com](mailto:Camaguey@sfmea.com); [Christina@sfmea.com](mailto:Christina@sfmea.com); [staff@sfmea.com](mailto:staff@sfmea.com); [oashworth@ibew6.org](mailto:oashworth@ibew6.org); [khughes@ibew6.org](mailto:khughes@ibew6.org); [Hale, Shawndrea M.](mailto:Hale,Shawndrea.M.); [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 41213 - 22/23  
**Date:** Thursday, December 29, 2022 11:36:30 AM

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

RECEIPT for Union Notification for PSC 41213 - 22/23 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 41213 - 22/23 for \$30,000,000 for Initial Request services for the period 04/15/2023 – 10/15/2028. 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/19520> 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

Dept. Code: PUC

Type of Request:  Initial  Modification of an existing PSC (PSC # 48095 - 17/18)

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

Type of Service: Operations & maint water supply,storage,transport,power,wastewater treatment srvc (PRO.0114)

Funding Source: Hetch Hetchy Operating and Capital Budget

PSC Original Approved Amount: \$20,000,000 PSC Original Approved Duration: 11/01/18 - 10/31/23 (5 years)

PSC Mod#1 Amount: \$10,000,000 PSC Mod#1 Duration: no duration added

PSC Cumulative Amount Proposed: \$30,000,000 PSC Cumulative Duration Proposed: 5 years

**1. Description of Work**

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

This as-needed PSC will be made up of four (4) contracts, each at a value of \$5 million. Work will consist of specialized and technical as-needed services in the areas of water supply, storage, and transport services; water quality services; water treatment services, wastewater treatment services; power; and division operations and management services for the Hetch Hetchy Water and Power Division of the SFPUC Water Enterprise (HHWP).

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

Federal and State environmental and regulatory agencies require reporting and compliance in numerous areas including water quality, water treatment, water supply and storage, natural resources, hazardous materials, and health and safety. The as-needed services provided by these contracts include, but are not limited to: water supply development to meet contractual obligations, Occupational Safety & Health Administration (OSHA) policies and procedures interpretation and compliance, hazardous materials and waste management and planning; soils and groundwater sampling and testing, and natural resources management and species monitoring. Denial of these contracted services could lead to fines from the regulatory agencies and other civil penalties.

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 48095 - 17/18

D. Will the contract(s) be renewed?

No.

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

The agreement term as written in Request for Proposal(RFP) PRO-0114 is five (5) years. Hetch Hetchy Water & Power will always have various small projects that need to be performed as regulatory requirements change or new requirements come into play. Services procured through this contract will be used to meet this operational need when it exceeds existing staff resources or skillset. A modification will be requested for this PSC if the SFPUC wishes to extend the contract beyond the initial five years.

**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).

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:

PRO.0114 will support short-term, technical and highly specialized work. If the lead for the HHWP department that would normally perform the work establishes that the department has insufficient resources to perform the work or does not have the skillsets internally to perform the work, contract PRO.0114 will be used to augment HHWP staff in meeting its operational obligation.

B. Reason for the request for modification:

To provide sufficient contract capacity through the end of the original contract term. The contract is being used to address additional needs not foreseen when the original contract was awarded, including addressing the COVID pandemic (e.g. safety plans, facilities assessments, procedures and training), and Racial Equity Goals - planning and implementation.

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

- A. Specify required skills and/or expertise: Specialized and technical skills related to water utility operations and management including hydrological modeling, electrical engineering, mechanical engineering, surveying, waste water plant operations, hydroelectric systems expertise, regulatory compliance, laboratory services, water quality studies, species monitoring, process optimization, risk assessment, business planning, asset management, performance assessment and health and safety services. Our staff will be working collaboratively with the consultant to broaden our in-house skill sets for these specialized tasks. This contract may be used to provide "stop-gap" services when positions are vacant. The remote location of the work can lengthen the hiring process. Contractors will mentor and train the incoming staff when the vacant positions are filled.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1041, IS Engineer-Assistant; 1042, IS Engineer-Journey; 1093, IT Operations Support Admn III; 5207, Assoc Engineer; 5241, Engineer; 5310, Survey Assistant I; 5312, Survey Assistant II; 5362, Engineering Assistant; 5602, Utility Specialist; 1093, IT Operations Support Administrator III ;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Possibly. There may be new and improved technology available within the next five years to, for example, monitor vegetation around power transmission/distribution lines or monitoring of dams which will improve our ability to meet our 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.  
Civil services classes are not applicable because this work is short-term, technical and highly specialized.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: For specialized, short-term, technical and highly specialized work, there is currently no staff to perform the work. Regarding current vacancies, it is taking up to two years to fill vacancies and there is insufficient staff to provide the needed "stop-gap" 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.

We are having difficulty filling vacant positions. This contract will be used to fill hiring stop gaps due to retirements. These same contractors will be used to mentor incoming staff once the vacant positions are filled. Our largest gaps are with information technology staff and electrical engineers.

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

**7. Union Notification:** On 02/10/21, 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: Bill Irwin Phone: 415-934-3975 Email: wirwin@sfgwater.org

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

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 48095 - 17/18

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 02/22/2021

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: Operations & maint water supply,storage,transport,power,wastewater treatment srvc.(PRO.0114)

Funding Source: Hetch Hetchy Operating and Capital Budget PSC Duration: 5 years

PSC Amount: \$20,000,000

**1. Description of Work**

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

This as-needed PSC will be made up of four (4) contracts, each at a value of \$5 million. Work will consist of specialized and technical as-needed services in the areas of water supply, storage, and transport services; water quality services; water treatment services, wastewater treatment services; power; and division operations and management services for the Hetch Hetchy Water and Power Division of the SFPUC Water Enterprise (HHWP).

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

Federal and State environmental and regulatory agencies require reporting and compliance in numerous areas including water quality, water treatment, water supply and storage, natural resources, hazardous materials, and health and safety. The as-needed services provided by these contracts include, but are not limited to: water supply development to meet contractual obligations, Occupational Safety & Health Administration (OSHA) policies and procedures interpretation and compliance, hazardous materials and waste management and planning; soils and groundwater sampling and testing, and natural resources management and species monitoring. Denial of these contracted services could lead to fines from the regulatory agencies and other civil penalties.

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 provided in the past via PSC No. 41873-14/15 (CS-391) and PSC #4162-08/09 (CS-229).

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 agreement term as written in Request for Proposal(RFP) PRO-0114 is five (5) years. Hetch Hetchy Water & Power will always have various small projects that need to be performed as regulatory requirements change or new requirements come into play. Services procured through this contract will be used to meet this operational need when it exceeds existing staff resources or skillset. A modification will be requested for this PSC if the SFPUC wishes to extend the contract beyond the initial five years.

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

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

- Short-term or capital projects requiring diverse skills, expertise and/or knowledge.
- Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).
- Circumstances where there is a demonstrable potential conflict of interest (e.g., independent appraisals, audits, inspections, third party reviews and evaluations).

B. Explain the qualifying circumstances:

PRO.0114 will support short-term, technical and highly specialized work. If the lead for the HHWP department that would normally perform the work establishes that the department has insufficient resources to perform the work or does not have the skillsets internally to perform the work, contract PRO.0114 will be used to augment HHWP staff in meeting its operational obligation.

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

- A. Specify required skills and/or expertise: Specialized and technical skills related to water utility operations and management including hydrological modeling, electrical engineering, mechanical engineering, surveying, waste water plant operations, hydroelectric systems expertise, regulatory compliance, laboratory services, water quality studies, species monitoring, process optimization, risk assessment, business planning, asset management, performance assessment and health and safety services. Our staff will be working collaboratively with the consultant to broaden our in-house skill sets for these specialized tasks. This contract may be used to provide "stop-gap" services when positions are vacant. The remote location of the work can lengthen the hiring process. Contractors will mentor and train the incoming staff when the vacant positions are filled.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1041, IS Engineer-Assistant; 1042, IS Engineer-Journey; 1093, IT Operations Support Admn III; 5207, Assoc Engineer; 5241, Engineer; 5310, Survey Assistant I; 5312, Survey Assistant II; 5362, Engineering Assistant; 5602, Utility Specialist; 1093, IT Operations Support Administrator III ;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Possibly. There may be new and improved technology available within the next five years to, for example, monitor vegetation around power transmission/distribution lines or monitoring of dams which will improve our ability to meet our regulatory requirements.

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

The contract is necessary because the work is short term, technical, highly specialized, and may require a third party to maintain transparency with the public. For example, it would not be practical for the City to permanently hire a technically-specialized expert in naturally occurring asbestos to do one time studies that are necessary to meet regulatory requirements and protect worker health.

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

- A. Explain why civil service classes are not applicable.  
Civil services classes are not applicable because this work is short-term, technical and highly specialized.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. For specialized, short-term, technical and highly specialized work, there is currently no staff to perform the work. Regarding current vacancies, it is taking up to two years to fill vacancies and there is insufficient staff to provide the needed "stop-gap" 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.

Yes. We are having difficulty filling vacant positions. This contract will be used to fill hiring stop gaps due to retirements. These same contractors will be used to mentor incoming staff once the vacant positions are filled. Our largest gaps are with information technology staff and electrical engineers.

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

No.

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

No.

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

No.

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

No.

**7. Union Notification:** On 07/12/2018, 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: Shamica Jackson Phone: 415-554-0727 Email: SJackson@sfwater.org

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

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 48095 - 17/18

DHR Analysis/Recommendation:

action date: 09/17/2018

Commission Approval Required  
conditions  
09/17/2018 DHR Approved for 09/17/2018

Approved by Civil Service Commission with



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: Progressive Design-Build

Funding Source: Hetchy Capital Improvement

PSC Duration: 4 years

PSC Amount: \$10,000,000

**1. Description of Work**

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

O'Shaughnessy Dam is a 344 feet high concrete dam, located 140 miles east of San Francisco and 60 miles east of Sonora in Yosemite National Park, Tuolumne County. The purpose of this project is to provide a bulkhead system to be installed in the upstream inlets to twelve existing gate and valve outlets. The proposed bulkheads will be located in Hetch Hetchy Reservoir between 160 feet and 300 feet deep. The contract work will be performed using the Progressive-Design-Build (PDB) method. The scope of work includes design of bulkheads for each of the twelve outlets; development and preparation of the installation procedure; pre-construction planning; preparation of project cost; fabrication and delivery of the bulkhead; and installation of the bulkheads. Installation of the bulkhead will include underwater construction by divers to remove and clean rust and tubercles, and repair of upstream sealing surface at each inlet and initial test installation and removal of the bulkhead systems.

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

O'Shaughnessy Dam and its outlet system are almost 100-year-old. The outlet system controls water release from the reservoir. The bulkhead system is required to provide isolation between the reservoir water and the outlet system to achieve a safe, dewatered conditions for performance of inspection, repair, and planned construction of rehabilitation work of the outlet system. Currently, there is no operable bulkhead and the old bulkhead design does not meet current safety requirements. Therefore, a new bulkhead system is required. The consequences of denial will result in no safe isolation which makes it impossible to maintain the outlet system. Without proper upkeep, the outlet system will fail. The failure of the outlet system will jeopardize water supply, dam operations, and personnel safety.

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

N/A

D. Will the contract(s) be renewed?

No

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

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

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

- Short-term or capital projects requiring diverse skills, expertise and/or knowledge.
- Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator).

B. Explain the qualifying circumstances:

O’Shaughnessy Dam Bulkhead System is unique. It is part of a capital improvement project. The proposed work requires specialized skills, expertise, and knowledge. The contract duration is approximately 2-3 years, which is short term. Currently, the City does not have in-house expertise, facilities and equipment to design, fabricate, and install the new bulkhead system.

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

- A. Specify required skills and/or expertise: The bulkhead system is integral to personnel and dam safety during maintenance of the outlet system. Failure of the bulkhead system presents imminent danger to the people performing maintenance activities and jeopardizes water delivery to the City and the Bay Area. To ensure that the potential risk of failure is minimized to the fullest extent possible, the design, fabrication, and installation of the new bulkhead system is best performed by specialty contractors/engineers that have extensive experience in similar hydraulic structures and underwater operations. This contract calls for specialty in bulkhead design and underwater operations. The design manager/lead designer is required to have a minimum 15 years of experience as designer or Engineer- of-Record for projects on dams, gates, hydraulic structures, and underwater construction; and with a minimum of two projects as the Lead Designer for the design of bulkheads, gates, and hydraulic structures for dams or water resource projects. The required experience, skills, expertise or knowledge in bulkhead design and underwater operations are beyond that the civil service classifications normally have.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5207, Assoc Engineer; 5211, Eng/Arch/Landscape Arch Sr; 5212, Engineer/Architect Principal; 5241, Engineer;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. A contractor will need to provide special underwater equipment to inspect, clean, and seal the bulkhead slots and contact surfaces. Depending on the design, the contractor may also need to provide specialized lifting mechanism to assist installation and removal of the new bulkheads.

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

SFPUC reviewed available resources. There are no available resources who are specialized in bulkhead design and underwater operations. As the solution is being developed under this contract DB-135, City staff will gain greater understanding of the design, costs, and risks in a progressive manner and make informed decision to achieve high quality outcomes including a highly functional and reliable bulkhead system that fits the needs.

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

A. Explain why civil service classes are not applicable.

It is because proposed service and work will require specialized skills, expertise and knowledge. The civil service classes are for general engineering, not specialized in bulkhead design and underwater operations. This is a progressive design-build contract. It is set up to foster a high level of collaboration and teamwork among the City staff, designer, and the construction contractor. Even though City staff do not possess the skills, expertise, and knowledge to design the bulkhead system, City staff will gain greater understanding of the design, costs, and risks in a progressive manner and make informed decision to achieve high quality outcomes including a highly functional and reliable bulkhead system that fits the needs.

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

**6. Additional Information**

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

No.

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

Yes. o The contractor will train HHWP staff how to install, operate, and remove the new bulkheads. o Estimated training hours – a full day or 8 hours

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

No.

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

No.

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

No.

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

No.

**7. Union Notification:** On 01/09/2023, 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 8th Floor San Francisco, CA 94102

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 44009 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/06/2023

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

**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [shale@sfgov.org](mailto:shale@sfgov.org)  
**To:** [Hale, Shawndrea M.](mailto:Hale,Shawndrea.M.); [junko.laxamana@sfgov.org](mailto:junko.laxamana@sfgov.org); [WendyWong26@yahoo.com](mailto:WendyWong26@yahoo.com); [wendywong26@yahoo.com](mailto:wendywong26@yahoo.com); [tmathews@ifpte21.org](mailto:tmathews@ifpte21.org); [kschumacher@ifpte21.org](mailto:kschumacher@ifpte21.org); [amakayan@ifpte21.org](mailto:amakayan@ifpte21.org); [L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org); [Hale, Shawndrea M.](mailto:Hale,Shawndrea.M.); [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 44009 - 22/23  
**Date:** Monday, January 9, 2023 2:17:06 PM

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

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

RECEIPT for Union Notification for PSC 44009 - 22/23 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 44009 - 22/23 for \$10,000,000 for Initial Request services for the period 08/01/2023 – 07/31/2027. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/19734> 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: Construction Management As-Needed Services

Funding Source: City Funded

PSC Duration: 5 years 2 days

PSC Amount: \$12,000,000

**1. Description of Work**

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

The San Francisco Public Utilities Commission (SFPUC) intends to award up to three (3) agreements at \$4 million each to provide construction management (CM) services on an as-needed basis to augment existing SFPUC and City CM teams working on construction projects.

This contract will be for the sole use of the Hetchy Capital Improvement Project (HCIP) for CM services.

These CM services include, but are not limited to, the following: construction contract management, construction inspection, project controls, environmental inspection, environmental monitoring, specialty inspection (coating, welding, etc.), supplier quality surveillance, special laboratory testing, start-up & testing assistance, commissioning, surveying, construction safety inspection and document control.

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

If these services are denied, there will be an impact to project CM staffing levels for all HCIP construction projects, thus resulting in construction delays, unmanaged and uninspected construction work, and increased construction costs. The SFPUC currently does not have sufficient City staffing resources to handle peak workloads and specialized technical knowledge (e.g., coating, welding, geotechnical, tunnel, electrical, etc.) to perform the work that will be required.

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 approved under PSC #42060 - 17/18 (PRO.0097).

D. Will the contract(s) be renewed?

No

- E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.  
Contract No. PRO.0275 is a Public Works As-Needed Professional Services Contract subject to a maximum contract term of not more than five (5) years per the San Francisco Administrative Code Section 6.43.

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

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

- Immediately needed services to address unanticipated or transitional situations, or services needed to address emergency situations.
- Short-term or capital projects requiring diverse skills, expertise and/or knowledge.
- Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).

- B. Explain the qualifying circumstances:

The SFPUC's Construction Management Bureau (CMB) has reviewed HCIP CM staffing plans and CMB has confirmed that its current City resources are still insufficient to fulfill all the necessary CM positions in order to meet the large volume of upcoming construction work, specifically the planned, upcoming HCIP construction projects. Additionally, the SFPUC has limited resources to provide construction inspection services, which are critical to maintaining work quality and to controlling cost and schedule.

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

- A. Specify required skills and/or expertise: The skills and expertise required for this scope are directly related to construction management (CM) work in the following CM areas: construction contract management, construction inspection, project controls, environmental inspection, environmental monitoring, specialty inspection (coating, welding, etc.), supplier quality surveillance, special laboratory testing, start-up & testing assistance, commissioning, surveying, construction safety inspection and document control.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1823, Senior Administrative Analyst; 5203, Asst Engr; 5207, Assoc Engineer; 5211, Eng/Arch/Landscape Arch Sr; 5216, Chief Surveyor; 5241, Engineer; 5298, Planner 3-Environmental Review; 5304, Materials Testing Aide; 5305, Materials Testing Technician; 5310, Survey Assistant I; 5314, Survey Associate; 5601, Utility Analyst; 5602, Utility Specialist; 6130, Safety Analyst; 6317, Assistant Const Inspector; 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?**

The SFPUC's Construction Management Bureau (CMB) has reviewed HCIP CM staffing plans and CMB has confirmed that its current City resources are still insufficient to fulfill all the necessary CM positions in order to meet the large volume of upcoming construction work, specifically the planned, upcoming HCIP construction projects. Additionally, the SFPUC has limited resources to provide construction inspection services, which are critical to maintaining work quality and to controlling cost and schedule.



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

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

There is very limited HCIP SFPUC resources currently unavailable due to attrition. Also, current civil service staff are not always able to perform the scope of services required for projects covered by this contract because they don't always have the specialized experience and/or knowledge required. Additionally, these resources with specific skills and expertise will be needed only on a project-by-project basis and will span only the duration of a project activity, the project life, or the duration of the as-needed CM services contracts.

- 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 various types of skills and expertise to be included in the as- needed CM services contracts are found in the existing civil service classes specified in this PSC. As indicated above, the City will not always have sufficient staff to perform work nor have the capacity to hire new City staff that could meet the requirements of timing, limited duration, and specialized expertise for the anticipated work effort.

**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. City will not always have sufficient staff to perform work nor have the capacity to hire new City staff that could meet the requirements of timing, limited duration, and specialized expertise for the anticipated work effort.

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

No.

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

No.

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

No.

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

No.

**7. Union Notification: On 01/10/2023, 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# 41619 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/06/2023

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

**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [shale@sfgwater.org](mailto:shale@sfgwater.org)  
**To:** [Hale, Shawndrea M.](mailto:Hale,Shawndrea.M.); [junko.laxamana@sfgov.org](mailto:junko.laxamana@sfgov.org); [WendyWong26@yahoo.com](mailto:WendyWong26@yahoo.com); [wendywong26@yahoo.com](mailto:wendywong26@yahoo.com); [tmathews@ifpte21.org](mailto:tmathews@ifpte21.org); [kschumacher@ifpte21.org](mailto:kschumacher@ifpte21.org); [amakayan@ifpte21.org](mailto:amakayan@ifpte21.org); [L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org); [Hale, Shawndrea M.](mailto:Hale,Shawndrea.M.); [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 41619 - 22/23  
**Date:** Tuesday, January 10, 2023 10:45:58 AM

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

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

RECEIPT for Union Notification for PSC 41619 - 22/23 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 41619 - 22/23 for \$12,000,000 for Initial Request services for the period 09/30/2023 – 09/30/2028. 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/19739> 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

Dept. Code: PUC

Type of Request:  Initial  Modification of an existing PSC (PSC # 42060 - 17/18)

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

Type of Service: Hetchy Capital Improvement Projects As-Needed Construction Management Services(PRO.0097)

Funding Source: HH 10-Year CapPlan – Water/Power Rev Bond

PSC Original Approved Amount: \$11,000,000 PSC Original Approved Duration: 02/01/18 - 01/30/23 (4 years 52 weeks)

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

PSC Mod#2 Amount: \$6,000,000 PSC Mod#2 Duration: 09/13/22-01/02/24 (48 weeks 1 day)

PSC Cumulative Amount Proposed: \$18,000,000 PSC Cumulative Duration Proposed: 5 years 48 weeks

**1. Description of Work**

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

The proposed work is to provide As-Needed Construction Management Services to augment City construction management staff as necessary. These services may include, but are not limited to, construction contract management, construction inspection, project controls, environmental inspection, environmental monitoring, supplier quality surveillance, special laboratory testing, start-up & testing assistance, commissioning, surveying, construction safety inspection and document control.

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

These services are necessary to upgrade and improve critical upcountry aging infrastructure. If this contract is not approved, necessary improvements to the City's water and power systems may be delayed or cancelled, causing the systems to be at increased risk of safety, regulatory noncompliance, as well as operations 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.

Services have been provided in the past through earlier PSC request. See 42060 - 17/18

D. Will the contract(s) be renewed?

No.

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

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

A. Display all that apply

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

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

Explain the qualifying circumstances:

This is a City-led program, and as such we will be using civil services classes whenever possible, including construction managers, resident engineers, construction inspectors, and other construction management staff to oversee the contractors' work. The City currently lacks available resources to manage the amount of work needed. To some degree, the current civil service classes have limited experience and knowledge in construction management support services for hydropower and high voltage facilities, such as powerhouses, dams, penstocks, reservoirs, high voltage transmission lines, substation/switchyard, and tunnels. This contract is necessary to augment staff in order to accommodate for the peak workloads during these relatively short term capital projects requiring diverse skills, experience and expertise. It would not be practical to adopt new civil services classes since these projects require resources to provide support during short limited duration capital projects, and to augment staff during peaks in workload in the short term. The additional staff will not be necessary afterwards. Nevertheless, and to the every

extent possible, City staff, such as construction manager, resident engineers, construction inspectors, and construction management staff, will be utilized.

**B. Reason for the request for modification:**

The reason for the modification is that the Construction Management Bureau group in Moccasin the provided quality assurance on all the capital improvement construction projects for Hetchy Hetchy Water & Power is made up of only a handful of City personnel and therefore there is a high need to supplement with consultant personnel to fill various construction management services positions (Resident Engineers, Officer Engineers, Construction Inspectors, Administrative Document Control Specialists) over many capital projects. The HCIP construction projects have long time durations, are very technical, and evolve around system operations shutdowns. These three items lead to high cost contract task orders to have consultant personnel provide construction services that have depleted the original contract budgets at a faster rate than expected.

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

- A. Specify required skills and/or expertise: This contract requires specialized expertise to assist SFPUC Construction Management Bureau to provide construction management services for approximately \$300 Million capital improvement projects in 10 years. The work includes highly specialized work in power houses, dams, penstocks, reservoirs, high voltage transmission lines, substations/switchyards, large diameter pipelines and tunnels.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1446, Secretary 2; 5203, Asst Engr; 5207, Assoc Engineer; 5211, Eng/Arch/Landscape Arch Sr; 5212, Engineer/Architect Principal; 5241, Engineer; 5602, Utility Specialist; 6318, Construction Inspector; 6319, Senior Const Inspector;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. The contractor's construction management staff will require personal protective equipment (PPE), specialized inspection equipment and vehicles.

**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 City-led program, and as such we will be using civil services classes whenever possible, including construction managers, resident engineers, construction inspectors, and other construction management staff to oversee the contractors' work. The City currently lacks available resources to manage the amount of work needed. To some degree, the current civil service classes have limited experience and knowledge in construction management support services for hydropower and high voltage facilities, such as powerhouses, dams, penstocks, reservoirs, high voltage transmission lines, substation/switchyard, and tunnels. This contract is necessary to augment staff in order to accommodate for the peak workloads during these relatively short term capital projects requiring diverse skills, experience and expertise.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: It would not be practical to adopt new civil services classes since these projects require resources to provide support during short limited duration capital projects, and to augment staff during peaks in workload in the short term. The additional staff will not be necessary afterwards. Nevertheless, and to the every extent possible, City staff, such as construction manager, resident engineers, construction inspectors, and construction management staff, will be utilized.

**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. An estimate of 100 man-hours in safety, environmental and specialized training will be provided to 5-10 Engineers & Construction Inspectors.
- 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 09/21/22, the Department notified the following employee organizations of this PSC/RFP request: SEIU Local 1021; SEIU 1021 Miscellaneous; Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21; 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: Shawndrea Hale Phone: (415) 551-4540 Email: shale@sfgwater.org

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 42060 - 17/18

DHR Analysis/Recommendation:

12/19/2022

Commission Approval Required

Approved by Civil Service Commission

12/19/2022 DHR Approved for 12/19/2022



PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW

Dept. Code: DPW

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

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

Type of Service: As Needed Audio-Visual, Telecom, IT, Security, and Acoustical Design and Consultation Services

Funding Source: Inter-Departmental Work Orders

PSC Amount: \$2,000,000

PSC Est. Start Date: 03/06/2023

PSC Est. End Date  
12/31/2029

**1. Description of Work**

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

Provide specialized services in audio-visual, telecom, IT, security, and acoustical design and consultation to support Department of Public Works design staff on an as-needed basis. Audio-visual, Telecom, IT, Security, and Acoustical professionals are specialized consultants who are experts in the area of audio-visual, telecom, IT, security analysis and acoustical engineering. Work may involve measuring noise and vibration levels, calculating and designing engineering noise controls, engineering architectural acoustics to achieve good speech intelligibility and or precise and accurate sound, preparing environmental noise report, and other related services.

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

Audio-visual, telecom, IT, Security, and acoustical engineering consultation is a specialized professional service that is out of the Building Design and Construction's area of expertise. This consultant would have a strong working knowledge of audio, video, telecom, IT, and security systems design, operation and installation. This consultant may also develop system design drawings including, but not limited to audio-visual, telecom, IT, security, and acoustical engineering system diagrams and schematic drawings. Having the ability to work with our own audio-visual, telecom, IT, security, and acoustical engineering consultants directly without going through as-needed pass-through consultants will save the City money and allow us to execute these contracts more efficiently.

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

Yes, this service has been provided in the past. Most recent PSC's are PSC#45115-19/20 approved on 05/18/2020, PSC#42298-16/17 approved on 06/05/2017, and PSC#43857-14/15 approved on February 2, 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.

The additional time in the PSC Duration is to allow for any delays in processing and awarding the contracts. The contracts will have duration of no more than 5 years.

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

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

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

B. Explain the qualifying circumstances:

These are as-needed contract services only. They will only be utilized when the following conditions exist: • The Division is working at full capacity and postponement of pending projects would be contrary to the public interest, or • Specialized services are required that are not available internally and a third party consultant is necessary to ensure that a high quality project is achieved.

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

A. Specify required skills and/or expertise: Consultant must have a strong working knowledge of Audio/Video, Telecom, IT, Security, and Acoustical Engineering systems design, operation and installation. This consultant must have experience in developing system design drawings including, but not limited, to audiovisual system diagrams and schematic drawings. Experience and expertise in architectural acoustical engineering, noise measurement and control, using sound and vibration test equipment and monitoring systems. Experience and expertise in developing engineering controls to achieve good speech intelligibility, precise and accurate sound, and to reduce undesirable noises, writing environmental noise reports, and other related tasks.

B. Which, if any, civil service class(es) normally perform(s) this work? 5120, Architectural Administrator; 5211, Eng/Arch/Landscape Arch Sr; 5212, Engineer/Architect Principal; 5260, Architectural Assistant 1; 5261, Architectural Assistant 2; 5265, Architectural Associate 1; 5266, Architectural Associate 2;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. They will provide specialized equipment, trained personnel, and monitoring or testing equipment which is not cost effective for the City to purchase and maintain.

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

The City does not have resources available to perform all required work. The Department has recruited and hired more people for above civil service classes. As-needed contract services will only be utilized when and if the work cannot be prudently performed by internal staff.

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

A. Explain why civil service classes are not applicable.

These are as-needed contract services only. They will only be utilized when the following conditions exist: • The Division is working at full capacity and postponement of pending projects would be contrary to the public interest, or • Specialized services are required that are not available internally and a third party consultant is necessary to ensure that a high quality project is achieved.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. The services are only going to be utilized on an as-needed basis and there is no ongoing demand that justifies the hiring of permanent City staff with the necessary expertise.

**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. Since these highly specialized services are only going to be utilized on an as-needed basis, there is no need to provide training to existing 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 12/20/2022, the Department notified the following employee organizations of this PSC/RFP request:

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

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

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

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

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 43545 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/06/2023

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

**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [alexander.burns@sfdpw.org](mailto:alexander.burns@sfdpw.org)  
**To:** [Burns, Alexander \(DPW\)](mailto:Burns,Alexander@DPW); [Laxamana, Junko \(DBI\)](mailto:Laxamana,Junko@DBI); [ecassidy@ifpte21.com](mailto:ecassidy@ifpte21.com); [WendyWong26@yahoo.com](mailto:WendyWong26@yahoo.com); [wendywong26@yahoo.com](mailto:wendywong26@yahoo.com); [tmathews@ifpte21.org](mailto:tmathews@ifpte21.org); [kschumacher@ifpte21.org](mailto:kschumacher@ifpte21.org); [kpage@ifpte21.org](mailto:kpage@ifpte21.org); [eerbach@ifpte21.org](mailto:eerbach@ifpte21.org); [l21pscreview@ifpte21.org](mailto:l21pscreview@ifpte21.org); [Sy, Don \(DPW\)](mailto:Sy,Don@DPW); [DHR-PSCCoordinator, DHR \(HRD\)](mailto:DHR-PSCCoordinator,DHR@HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 43545 - 22/23  
**Date:** Tuesday, December 20, 2022 11:48:36 AM

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RECEIPT for Union Notification for PSC 43545 - 22/23 more than \$100k

The GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW has submitted a request for a Personal Services Contract (PSC) 43545 - 22/23 for \$2,000,000 for Initial Request services for the period 03/06/2023 – 12/31/2029. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/19578> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

# **Additional Attachment(s)**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW

Dept. Code: DPW

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

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

Type of Service: As-Needed Acoustical Engineering Consulting Services

Funding Source: Inter-Departmental work orders

PSC Amount: \$600,000

PSC Est. Start Date: 04/06/2020

PSC Est. End Date 12/31/2026

**1. Description of Work**

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

Consultants will perform highly specialized acoustical engineering services, such as measuring noise and vibration levels, calculating and designing engineering noise controls, engineering architectural acoustics to achieve good speech intelligibility and or precise and accurate sound, preparing environmental noise report, and other related services to support Public Works Building Design and Construction design staff on an as-needed basis.

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

The as-needed specialized services contracts will only be utilized to provide support to our design team in areas of expertise that Public Works Building Design and Construction staff do not provide or staff are not available due to full capacity. Public Works will only use these highly specialized consultants to meet the needs of client departments and or to meet project schedules.

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

Previous contracts for As-Needed Acoustical Engineering Consulting Services were awarded to: Shen Milsom & Wilke, LLC, and Wilson, Ihrig & Associates, Inc. under PSC#43857-14/15 approved on February 2, 2015.

D. Will the contract(s) be renewed?

No. New RFQ will be advertised.

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

The additional time in the PSC Duration is to allow for any delays in processing and awarding the contracts. All contracts will have 5 year term.

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

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

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

B. Explain the qualifying circumstances:

This service will only be utilized on an as-needed basis.

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

A. Specify required skills and/or expertise: Education/Degree in Acoustics, Physics, Mathematics, Mechanical Engineering, Architecture, or related field. Experience and expertise in architectural acoustical engineering, noise measurement and control, using sound and vibration test equipment and monitoring systems.

Experience and expertise in developing engineering controls to achieve good speech intelligibility, precise and accurate sound, and to reduce undesirable noises, writing environmental noise reports, and other related tasks.

- B. Which, if any, civil service class(es) normally perform(s) this work? 5120, Architectural Administrator; 5211, Eng/Arch/Landscape Arch Sr; 5212, Engineer/Architect Principal; 5260, Architectural Assistant 1; 5261, Architectural Assistant 2; 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. They will provide specialized equipment, trained personnel, and monitoring or testing equipment, which is not cost effective for the City to purchase and maintain.

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

The City does not have resources available to perform all required work. The Department has recruited and hired more people for above civil service classes. As-needed contract services will only be utilized when and if the work cannot be prudently performed by internal staff.

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

- A. Explain why civil service classes are not applicable.  
These are as-needed contract services only. They will only be utilized when the following conditions exist:  
•The Division is working at full capacity and postponement of pending projects would be contrary to the public interest, or •Specialized services are required that are not available internally and a third party consultant is necessary to ensure that a high quality project is achieved.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. The services are only going to be utilized on an as-needed basis and there is no ongoing demand that justifies the hiring of permanent City staff with the necessary expertise.

**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. Since these highly specialized services are only going to be utilized on an as-needed basis, there is no need to provide training to existing staff.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.



**7. Union Notification:** On 02/19/2020, the Department notified the following employee organizations of this PSC/RFP request:  
Architect & Engineers, Local 21; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21

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

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 45115 - 19/20

DHR Analysis/Recommendation:

action date: 05/18/2020

Commission Approval Required

Approved by Civil Service Commission

05/18/2020 DHR Approved for 05/18/2020

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW

Dept. Code: DPW

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

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

Type of Service: As Needed Audio/Visual, Telecom, and IT Specialty Services

Funding Source: Departmental Work Orders

PSC Amount: \$1,000,000

PSC Est. Start Date: 06/01/2017

PSC Est. End Date 11/30/2023

**1. Description of Work**

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

Provide specialized services in audio/visual, telecom, and Information Technology (IT) to support San Francisco Public Works' (Public Works) design staff on an as-needed basis. Audio-visual, Telecom, and IT engineers are specialized consultants who are experts in the area of audio-visual, telecom, and IT analysis and engineering.

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

Audio-visual, telecom, & IT engineering consultation is a specialized professional service that is out of Public Works' Building Design & Construction's (BDC) area of expertise. This consultant would have a strong working knowledge of audio/visual, telecom, and IT systems design, operation and installation, and develop system design drawings including, but not limited to, audio/visual, telecom, IT system diagrams and schematic drawings. Having the ability to work with our own consultants directly will save the City money and allow us to execute these contracts more efficiently. If these services are denied, Public Works will need to rely more on subcontractors from our "As-Needed" prime contracts, which will result in additional administrative fees (i.e. subcontracting markup) and delays to reach project timelines.

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.

Audio/visual, telecom, and IT consulting services for building projects have been provided through subconsultants under the as-needed Architectural contracts on PSC 4095-09/10 approved March 15, 2010. This proposed contract will allow BDC to have a dedicated prime consultant to provide audio/visual, telecom, and IT engineering services.

D. Will the contract(s) be renewed?

No.

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

PSC duration exceeds 5 years to account for time needed to advertise and award contracts. The contracts 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):

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

B. Explain the qualifying circumstances:

This specialty service will only be necessary, on an as-needed basis, for projects that require audio-visual, telecom, & IT engineering consultation.

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

- A. Specify required skills and/or expertise: Consultants must have a strong working knowledge of Audio/Visual, Telecom, and IT systems design, operation and installation. This consultant must have experience in developing system design drawings including, but not limited, to audiovisual system diagrams and schematic drawings.
- B. Which, if any, civil service class(es) normally perform(s) this work? none
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

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

There are no available resources with 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.  
These are as-needed contract services only. They will only be utilized when audio/visual, telecom, and IT expertise is needed on a project.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. The services are only going to be utilized on an as-needed basis and there is no ongoing demand that justifies the hiring of permanent City staff with the necessary expertise.

**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. Audio-visual, telecom, & IT engineering consultation is a specialized professional service that is out of Public Works' Building Design & Construction's (BDC) area of expertise. This kind of expertise requires up-to-date knowledge of current technologies and cannot be taught in a training class.
- 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 05/01/2017, the Department notified the following employee organizations of this PSC/RFP request:**

all unions were notified

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

Name: David Bui Phone: 415-554-6417 Email: david.bui@sfdpw.org

Address: 1155 Market Street, 4th Floor San Francisco, CA 94103

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 42298 - 16/17

DHR Analysis/Recommendation:

action date: 06/05/2017

Commission Approval Required

Approved by Civil Service Commission

06/05/2017 DHR Approved for 06/05/2017

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW

Dept. Code: DPW

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

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

Type of Service: As-Needed Acoustical Services

Funding Source: Inter-Departmental Work Orders

PSC Amount: \$500,000

PSC Est. Start Date: 12/08/2014

PSC Est. End Date 06/30/2018

**1. Description of Work**

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

Provide specialized services in Acoustical engineering to support DPW design staff on an as-needed basis. The City intends to award two (2) contracts for \$250,000 each, and contract duration of two (2) years each.

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

Acoustical engineering is a specialized professional service that is out of the Building, Design & Construction's (BDC) area of expertise. Acoustical engineers are specialized consultants who are experts in the area of acoustical analysis and engineering. This is a specialty which cannot be done in-house and must be outsourced. Having the ability to work with our own acoustical engineering consultants directly will save the city money and allow us to execute these contracts more efficiently... (please see attachment for full response)

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.

Acoustical engineering services for building projects have been provided through subconsultants under the as-needed Architectural contracts. This proposed contract will allow BDC to have a dedicated prime consultant to provide acoustical engineering services. The most recent approved PSC for as-needed architectural... (please see attachment for full response)

D. Will the contract(s) be renewed?

No, there are currently no plans to renew the contract 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.

N/A - PSC duration does not exceed 5 years.

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

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

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

B. Explain the qualifying circumstances:

These services are only required when needed by the projects and when staff are not available due to high workload.

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

A. Specify required skills and/or expertise: Acoustical engineers are specialized consultants who are experts in the area of acoustical analysis and engineering. Consultant must have been in business for a minimum of 5 years performing acoustical engineering, and must provide a minimum of 5 sample projects involving acoustical engineering in the last 5 years.

- 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, the contractor will not be providing facilities and/or equipment.

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

We currently don't have professional Acoustical Engineers available in our departments. When a project requires this specialized field, we have had to seek qualified professionals through our As-Needed Architectural Services contracts.

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

- A. Explain why civil service classes are not applicable.  
These are as-needed contract services only. They will only be utilized when the following conditions exist: • Project requires specialized acoustical engineering services.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. The services are only going to be utilized on an as-needed basis and there is no ongoing demand that justifies the hiring of permanent City staff with the necessary expertise.

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

**7. Union Notification: On 12/08/2014, 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: Sung Kim Phone: 650-821-2026 Email: sung.kim@flysfo.com

Address: 1155 Market Street, 4th Floor San Francisco, CA 94103

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 43857 - 14/15

DHR Analysis/Recommendation:

action date: 02/02/2015

Commission Approval Required

Approved by Civil Service Commission

02/02/2015 DHR Approved for 02/02/2015

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - TECHNOLOGY -- TIS

Dept. Code: TIS

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

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

Type of Service: Palo Alto Subscription Renewal, Maintenance and Services

Funding Source: General Funds

PSC Amount: \$8,500,000

PSC Est. Start Date: 01/25/2023

PSC Est. End Date  
12/31/2028

**1. Description of Work**

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

The Palo Alto software is proprietary so only Palo Alto engineers will provide Platinum Support, Palo Alto's high-end service offering, that will enhance the City's in-house resources with technical experts who are available to support the City's Palo Alto Networks security deployment. Platinum Support offers the optimal level of service for organizations 24/7, year round availability featuring best-in-class response times and advanced assistance.

Platinum Support provides access to:

- Feature releases and software updates: The City's accounts will stay current with the latest features and software updates.
- Subscription services updates: The City has the ability to configure devices to automatically download App-ID™ technology, URL Filtering, DNS Security, Threat Prevention, and WildFire® service updates. A
- Direct access to a dedicated team of senior engineers: The City has the ability to interact with a senior engineer trained to quickly understand and resolve the City's unique challenges.
- Platinum Support availability: Enjoy 24/7 support for issues of all severities, with Platinum senior engineers

available around the clock to assist.

- Platinum Support response time: Get 15-minute response times for critical issues. Platinum Support delivers an enhanced support service-level agreement as specified in table 1. "Response time" is the time between case creation

and when the senior engineer begins investigating the case. The City can open cases online or by phone.

- Online Customer Support Portal: A feature-rich platform provides access to product documentation, problem resolution databases, peer-to-peer interaction, and support case management.



- Case management: Submit, update, check status, and manage support cases for all your supported Palo Alto Networks

products via the online Customer Support Portal.

- Documentation and FAQs: Access product manuals, technical guides, software release notes, and frequently asked

questions (FAQs) to streamline deployments and incident resolution.

- Security Assurance: When you detect suspicious activity in your network, Security Assurance gives you access to our

security experts who will help orient initial investigations, facilitate collection of logs and IOCs, and expedite handoff to the City's preferred incident response vendor.

- Planned event assistance: If scheduled at least seven days in advance, Platinum senior engineers can assist with proactive maintenance, such as software upgrades or feature activation. Platinum engineers can also be on call to assist during business events.

- On-site assistance for critical issues: For Severity 1 issues outside the capabilities of remote troubleshooting, a field engineer may be dispatched to the City's location at the discretion of the Palo Alto Networks Platinum Support management team.

- Failure analysis: In the event of hardware failure, upon request, Palo Alto Networks will analyze the replaced unit and send the City the results of the investigation.

- Next-business-day delivery for parts and hardware replacement: The City can get fast turnaround for hardware replacement. Next-Business-Day Delivery Service is subject to certain limitations.

For an additional fee, hardware replacement services can be upgraded to four-hour shipment for rapid RMA turnaround.

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

The Palo Alto equipment make up the City's firewall. If this request is denied, the City's network security will be greatly compromised and vulnerable to hacking.

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

The service has been procured annually through the City's Technology Marketplace.

D. Will the contract(s) be renewed?

Yes, if the City continues to use the Palo Alto firewall, however, if the City finds another firewall solution, the City will still need this agreement to transition from it to the new platform.

- E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.  
The City wishes to leverage the best pricing for an Enterprise Agreement that is available to all City Departments for more than five years and to also leverage the National Association of State Procurement Officials (NASPO).

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

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

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

- B. Explain the qualifying circumstances:

The software is proprietary and accessible only to Palo Alto the manufacturer and its qualified engineers.

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

A. Specify required skills and/or expertise: The Palo Alto Engineer is expected to have the skill level to access the proprietary software codes and the following: Experience with Intrusion detection systems (IDS) and intrusion prevention systems (IPS) solutions and technologies Experience leading security solutions in large environments Deep understanding of different security threats, internet protocols, and applications Detailed technical experience in the installation, configuration, and operation of high-end firewall appliances, ideally of Palo Alto products Strong Transmission Control Protocol/Internet Protocol networking skills Extensive background in internetworking, LAN, and WAN technologies required

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

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

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

While the equipment is critical for daily operations, the City does not have sufficient infrastructure to justify a full time FTE for this work.

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

A. Explain why civil service classes are not applicable.

There are no City employees who have the source codes to the proprietary software.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, the software is proprietary and accessible only to Palo Alto the manufacturer and its qualified engineers.

**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. Manufacturer's Resident Engineer will provide up to 200 hours of training to the City's Network Engineer 104X classification series to provide transfer of knowledge so that City Engineers can complete low level maintenance of the equipment.
- 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 12/15/2022, the Department notified the following employee organizations of this PSC/RFP request:  
Professional & Tech Engrs, Local 21

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

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

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

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 44632 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/06/2023

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

**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [jolie.gines@sfgov.org](mailto:jolie.gines@sfgov.org)  
**To:** [Gines, Jolie \(TIS\)](mailto:Gines, Jolie (TIS)); [Laxamana, Junko \(DBI\)](mailto:Laxamana, Junko (DBI)); [WendyWong26@yahoo.com](mailto:WendyWong26@yahoo.com); [wendywong26@yahoo.com](mailto:wendywong26@yahoo.com); [tmathews@ifpte21.org](mailto:tmathews@ifpte21.org); [kschumacher@ifpte21.org](mailto:kschumacher@ifpte21.org); [l21pscreview@ifpte21.org](mailto:l21pscreview@ifpte21.org); [Gines, Jolie \(TIS\)](mailto:Gines, Jolie (TIS)); [DHR-PSCCoordinator, DHR \(HRD\)](mailto:DHR-PSCCoordinator, DHR (HRD))  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 44632 - 22/23  
**Date:** Thursday, December 15, 2022 4:01:43 PM

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RECEIPT for Union Notification for PSC 44632 - 22/23 more than \$100k

The GENERAL SERVICES AGENCY - TECHNOLOGY -- TIS has submitted a request for a Personal Services Contract (PSC) 44632 - 22/23 for \$8,500,000 for Initial Request services for the period 01/25/2023 – 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/19484> 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 - TECHNOLOGY -- TIS

Dept. Code: TIS

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

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

Type of Service: Citywide EA - Commvault Software, Maintenance, SaaS, Cloud and Professional Services

Funding Source: Department Funds

PSC Amount: \$7,000,000

PSC Est. Start Date: 06/01/2023

PSC Est. End Date  
05/31/2032

**1. Description of Work**

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

The Department of Technology intends to enter into a multi-year citywide enterprise agreement for Commvault software, software maintenance, SaaS, hardware, hardware maintenance, cloud services and professional services. Commvault software provides enterprise-grade backup, protection and recovery of virtual machines, containers, databases, applications (including cloud), endpoints and files. The software allows customers to manage back-up data and workloads efficiently and securely, both on-premises and in the cloud. Commvault's portfolio also includes software as a service, where City departments access software licenses through an online application instead of downloading it onto its own servers.

In addition to the above, Commvault offers professional services to help departments train on, implement and configure the software to specific department needs. This service will be provided on an as-needed basis, and by Commvault engineers. These services require technical expertise and knowledge of proprietary Commvault software products that City employees do not have. City employees do not have Commvault deployment rights, access from an architectural level, or access to source code which are required to perform these functions.

The total amount of possible professional services is estimated to be 6.8% of the contract amount requested herein. The remaining 93.2% of the estimated cost will be used to purchase proprietary software licenses, software maintenance, hardware, hardware maintenance, and software-as-a-service licenses. There are no professional services associated with these later categories.

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

The professional services will be utilized by City departments on an as-needed basis only. If departments require assistance implementing and configuring the software, or training City workers on the software's functionality, such services can only be provided by Commvault employees familiar

with the product and have access to source code. The consequences of denying such services may result in improper use of the software tools leading to data loss for departments.

- 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 professional services component was previously approved by the CSC through PSC#33637-14/15. The professional services available under this new EA is anticipated to be 6.8% of the total contract value, as a maximum. Said professional services will be on an as-needed basis, and only if departments need assistance implementing the software. The software maintenance, hardware maintenance and SaaS portions are new, and are now being included at the direction of the CSC. There is no labor associated with these later categories.

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

Yes, this contract will be renewed provided City departments continue to use this software as their backup and recovery tool. Currently, there are 7 City departments utilizing the Commvault software.

- 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 of Technology intends to enter into a multi-year citywide enterprise agreement for Commvault software, software maintenance, SaaS, hardware, hardware maintenance, cloud services and professional services. A multi-year approach will afford City departments the lowest pricing options for their procurements. The CSC previously approved PSC#33637-14/15 for the professional services portion of the current citywide EA. In addition to the professional services component of a new agreement, this PSC request is being submitted to include software maintenance, hardware maintenance and SaaS components, as now required by the CSC.

## **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:

City employees do not have the proprietary technical knowledge, expertise or access to the Commvault source code in order to provide the services described herein.

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

- A. Specify required skills and/or expertise: Knowledge of proprietary Commvault products and implementation. Ownership access, source code access, and deployment rights to troubleshoot high level system malfunctions and failures.

- B. Which, if any, civil service class(es) normally perform(s) this work? 1043, IS Engineer-Senior;

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

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

DT has determined City resources do not have the required proprietary knowledge and/or access to the Commvault products necessary to perform these services.

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

- A. Explain why civil service classes are not applicable.  
Incident resolution, training, deployment and implementation services require extensive technical knowledge, expertise and access to proprietary Commvault software, including source code. City employees do not have any of these skills.
  
- 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 services require technical knowledge and expertise with proprietary Commvault software.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
  
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
Yes. On an as-needed basis, Commvault employees will train department engineers on the software's functionality. Training will entail functionality of the software, and include solutions and techniques for protecting, backing up and recovering physical server and virtual server files, applications, system images and remote offices and endpoint devices.
  
- 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 12/22/2022, the Department notified the following employee organizations of this PSC/RFP request:  
Architect & Engineers, Local 21

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

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



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

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 44966 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/06/2023

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

## Choi, Suzanne (HRD)

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**From:** dhr-psccordinator@sfgov.org on behalf of jolie.gines@sfgov.org  
**Sent:** Thursday, December 22, 2022 1:29 PM  
**To:** Gines, Jolie (TIS); ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; l21pscreview@ifpte21.org; Dere, Wilfred (TIS); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 44966 - 22/23

RECEIPT for Union Notification for PSC 44966 - 22/23 more than \$100k

The GENERAL SERVICES AGENCY - TECHNOLOGY -- TIS has submitted a request for a Personal Services Contract (PSC) 44966 - 22/23 for \$7,000,000 for Initial Request services for the period 06/01/2023 – 05/31/2032. 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/19428> 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 - TECHNOLOGY

Dept. Code: TIS

Type of Request:  Initial  Modification of an existing PSC (PSC # 33637 - 14/15)

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

Type of Service: End user Training for Commvault Software and Equipment

Funding Source: General Fund

PSC Original Approved Amount: \$100,000 PSC Original Approved Duration: 06/20/14 - 06/19/15 (52 weeks)

PSC Mod#1 Amount: \$750,000 PSC Mod#1 Duration: 06/20/14-05/31/18 (2 years 49 weeks)

PSC Mod#2 Amount: no amount added PSC Mod#2 Duration: 06/01/18-05/31/19 (1 year)

PSC Mod#3 Amount: no amount added PSC Mod#3 Duration: 06/01/19-05/31/23 (4 years 1 day)

PSC Cumulative Amount Proposed: \$850,000 PSC Cumulative Duration Proposed: 8 years 49 weeks

**1. Description of Work**

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

Training for solutions and techniques for protecting, backing up and recovering physical server and virtual server files, applications, system images and remote offices and endpoint devices. These backup products provide features such as traditional backup to tape, backup to conventional disk or virtual tape library (VTL), data reduction, snapshot, heterogeneous replication, and continuous data protection (CDP). These solutions may be provided as software only, or as an integrated appliance that contains all or substantial components of the backup application, such as backup management server or a media server.

**Scope Change**

There is no change to the initial entry.

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

This request is technical support services and training for City end users to back up the DT servers that support the mainframe and all data that is currently virtualized. If this training and service is not provided, the data on the mainframe is jeopardized and would not fully support the City's daily function that would impact the following departments to include, but not limited to the Controller's Office, Department of Emergency, 311, the Board of Supervisors, and DHR.

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

Yes by PSC 33637-14/15

D. Will the contract(s) be renewed?

Yes.

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

This request is for technical support services and training for City end users to back up their servers that support the mainframe and all data that is currently virtualized. If this training and service is not provided, the data on the mainframe is jeopardized and would not fully support the City's daily function that would impact the following departments to include, but not limited to the Controller's Office, Department of Emergency, 311, the Board of Supervisors, and DHR.

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

A. Display all that apply

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

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

Explain the qualifying circumstances:  
no response from department

B. Reason for the request for modification:  
This modification is to extend the term to 2023.

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

A. Specify required skills and/or expertise: Subject matter expert on the Commvault Equipment and Software and certified to provide training to end users.

B. Which, if any, civil service class(es) normally perform(s) this work? 1042, IS Engineer-Journey; 1043, IS Engineer-Senior; 1044, IS Engineer-Principal;

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

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

The City has no employees who are subject matter expert and certified to provide technical support and provide training on this product. The training required is for end user training for back up and restore of data on the servers. No employee has the required certification to be able to train other City employees on how to complete this task.

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 Civil Service employee classification exist, but the work would not justify 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.  
Training for solutions and techniques for protecting, backing up and recovering physical server and virtual server files, applications, system images and remote offices and endpoint devices. These backup products provide features such as traditional backup to tape, backup to conventional disk or virtual tape library (VTL), data reduction, snapshot, heterogeneous replication, and continuous data protection (CDP). These solutions may be provided as software only, or as an integrated appliance that contains all or substantial components of the backup application, such as backup management server or a media server.

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 Commvault has existing PSC see below

**7. Union Notification:** On 02/19/19, 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: Jolie Gines Phone: 628 652 5074 Email: jolie.gines@sfgov.org

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 33637 - 14/15

DHR Analysis/Recommendation:

04/01/2019

Commission Approval Required

Approved by Civil Service Commission

04/01/2019 DHR Approved for 04/01/2019

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: TREASURER/TAX COLLECTOR -- TTX

Dept. Code: TTX

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

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

Type of Service: K2C Program Evaluator

Funding Source: Grant Funded

PSC Duration: 5 years

PSC Amount: \$250,000

**1. Description of Work**

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

The Office of the Treasurer and Tax Collector (TTX) runs a unique college savings program for all San Francisco students in SFUSD, the Kindergarten to College Savings Program (K2C). In the current school year (2022-23), the inaugural cohort of K2C participants will graduate from high school and the program will disburse funds at scale for the first time. The TTX-K2C team now requires an experienced consultant to conduct a multi-phase evaluation of the K2C program to examine the impact and efficacy of the program, as well as offer a blueprint for future analysis.

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

This service is short-term and one-time in nature. Our Kindergarten to College Program has reached a one-time program milestone, during which we are engaging the support of a third party evaluator to review the efficacy of the program's impact and operations, to provide insights for future enhancements for the program. To provide meaningful work, we have engaged an evaluator with a strong quantitative and qualitative research skillset that does not exist on our staff team.

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

N/A

D. Will the contract(s) be renewed?

No, the program evaluation is one-time in nature. The contract may be extended, but only if the initial timeline for the program evaluation is not met.

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.

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



B. Explain the qualifying circumstances:

We are performing a grant-funded program evaluation that is one-time in nature and requires highly specialized skillsets to successfully complete qualitative and quantitative research techniques. The program evaluation is a short-term project without sustained funding, so hiring for this particular skillset within our team will not be a feasible strategy to complete the work.

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

- A. Specify required skills and/or expertise: The skillset required for successful completion of this scope of work is rigorous quantitative research and analysis to prove statistically significant findings on program impact, while securely managing sensitive student data. In addition, skillsets for conducting qualitative research via interviews and focus groups are also essential for completion of the work. A combination of both of these skillsets is vital for success, along with a proven track record for successful work in this research field in the past.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1825, Prnpl Admin Analyst II;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

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

We have conferred with the Research, Planning, and Assessment Department of our partner agency at SFUSD to understand if they are able to complete this evaluation in-house. They do not have the capacity to perform the complete evaluation in-house.

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

- A. Explain why civil service classes are not applicable.  
Services are short-term, non-repetitive, and the specialized skillset is not available on our in-house staff team.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. It would not be practical to adopt a new civil service class to perform this work because it is highly specialized for the nature of our Kindergarten to College program and we do not have enough program evaluation work to sustain a full time position over the long term.

**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. N/A. There will be no training as evaluation work will be completed by the consultant and is short term in nature.
- 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 12/19/2022, the Department notified the following employee organizations of this PSC/RFP request:  
Prof & Tech Eng, Local 21

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

Name: Amanda Wentworth Phone: 14155544871 Email: amanda.wentworth@sfgov.org

Address: 1 Dr. Carlton B. Goodlett Place, Room 140 San Francisco, CA 94102

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 45582 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/06/2023

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

**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [amanda.wentworth@sfgov.org](mailto:amanda.wentworth@sfgov.org)  
**To:** [Wentworth, Amanda \(TTX\)](mailto:Wentworth, Amanda (TTX)); [WendyWong26@yahoo.com](mailto:WendyWong26@yahoo.com); [wendywong26@yahoo.com](mailto:wendywong26@yahoo.com); [tmathews@ifpte21.org](mailto:tmathews@ifpte21.org); [kschumacher@ifpte21.org](mailto:kschumacher@ifpte21.org); [amakayan@ifpte21.org](mailto:amakayan@ifpte21.org); [l21pscreview@ifpte21.org](mailto:l21pscreview@ifpte21.org); [Wentworth, Amanda \(TTX\)](mailto:Wentworth, Amanda (TTX)); [DHR-PSCCoordinator, DHR \(HRD\)](mailto:DHR-PSCCoordinator, DHR (HRD))  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 45582 - 22/23  
**Date:** Monday, December 19, 2022 3:36:24 PM

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RECEIPT for Union Notification for PSC 45582 - 22/23 more than \$100k

The TREASURER/TAX COLLECTOR -- TTX has submitted a request for a Personal Services Contract (PSC) 45582 - 22/23 for \$250,000 for Initial Request services for the period 03/21/2022 – 03/20/2027. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/19567> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT

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

# **Modification**

## **Personal Services Contracts**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PORT

Dept. Code: PRT

Type of Request:  Initial  Modification of an existing PSC (PSC # 43567 - 21/22)

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

Type of Service: Professional Services - Native Shore Restoration

Funding Source: State and Federal Grants

PSC Original Approved Amount: \$500,000 PSC Original Approved Duration: 07/01/22 - 06/30/26 (4 years)

PSC Mod#1 Amount: \$487,000 PSC Mod#1 Duration: 06/30/26-06/29/28 (2 years)

PSC Cumulative Amount Proposed: \$987,000 PSC Cumulative Duration Proposed: 6 years

**1. Description of Work**

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

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

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

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

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

Services have been provided in the past through earlier PSC request. See 43567 - 21/22

D. Will the contract(s) be renewed?

This is not anticipated.

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

The funding source is for 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.

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:

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

B. Reason for the request for modification:

To extend the dates and dollar amount to match grant funding source.

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

- A. Specify required skills and/or expertise: The required plants must be grown from locally adapted seed/propagule source and produced in a nursery that meets strict standards for preventing introduction of infectious fungus into the nursery or planted environment.
- B. Which, if any, civil service class(es) normally perform(s) this work? 3417, Gardener;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain:  
No.

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

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 in the Gardner class maintain parks, including plants that are mostly non-native, ornamental, and not intended to serve primarily as native coastal plant community for ecological function. The City does not own or operate a native plant nursery designed to serve habitat restoration purpose, nor do existing City staff have the unique expertise required to provide the subject services
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. The City does not do enough habitat restoration itself to need or sustain permanent employees with the required expertise or nursery facilities meeting applicable technical standards.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
Proposed work will be done entirely independent of City staff so no training of City staff is warranted.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.

E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
Port Commission 12/13/2022

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

**7. Union Notification:** On 01/25/23, the Department notified the following employee organizations of this PSC/RFP request:  
Laborers, Local 261; Carpet, Linoleum & Soft Tile;

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

Name: Alysabeth Alexander-Tut Phone: 415-274-0558 Email: alysabeth.alexander-tut@sfport.com

Address: Pier 1, San Francisco, CA

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 43567 - 21/22

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/06/2023



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

## Receipt of Modification Request to PSC # 43567 - 21/22 - MODIFICATIONS

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

on behalf of

alysabeth.alexander-tut@sfport.com <alysabeth.alexander-tut@sfport.com>

Wed 1/25/2023 9:51 AM

To: Alexander Tut, Alysabeth (PRT) <alysabeth.alexander-tut@sfport.com>; laborers261@gmail.com <laborers261@gmail.com>; anthony@dc16.us <anthony@dc16.us>; tony@dc16.us <tony@dc16.us>; DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>

PSC RECEIPT of Modification notification sent to Unions and DHR

The PORT -- PRT has submitted a modification request for a Personal Services Contract (PSC) for \$487,000 for services for the period June 30, 2026 – June 29, 2028. For all Modification requests, there is a 7-Day notice to the union(s) prior to DHR Review.

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

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/19571>

Email sent to the following addresses: tony@dc16.us anthony@dc16.us laborers261@gmail.com

# **Additional Attachment(s)**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PORT -- PRT

Dept. Code: PRT

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

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

Type of Service: Professional Services - Native Shore Restoration

Funding Source: State and Federal Grants

PSC Amount: \$500,000

PSC Est. Start Date: 07/01/2022

PSC Est. End Date  
06/30/2026

**1. Description of Work**

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

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

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

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

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

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

D. Will the contract(s) be renewed?

This is not anticipated.

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

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

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

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

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

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

B. Explain the qualifying circumstances:

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

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

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

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

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

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

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

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

A. Explain why civil service classes are not applicable.

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

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. The City does not do enough habitat restoration itself to need or sustain permanent employees with the required expertise or nursery facilities meeting applicable technical standards.

**6. Additional Information**

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

No.

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

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

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

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

Address: Pier 1 San Francisco, CA

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 43567 - 21/22

DHR Analysis/Recommendation:

action date: 07/18/2022

Commission Approval Required

Approved by Civil Service Commission

07/18/2022 DHR Approved for 07/18/2022

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH

Dept. Code: DPH

Type of Request:  Initial  Modification of an existing PSC (PSC # 41819 - 20/21)

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

Type of Service: Equipment Maintenance and Support Services

Funding Source: General Fund, Federal, State, funds

PSC Original Approved Amount: \$65,000,000 PSC Original Approved Duration: 04/01/21 - 12/31/26 (5 years 39 weeks)

PSC Mod#1 Amount: no amount added PSC Mod#1 Duration: 01/01/23-12/31/30 (4 years 1 day)

PSC Cumulative Amount Proposed: \$65,000,000 PSC Cumulative Duration Proposed: 9 years 39 weeks

**1. Description of Work**

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

Contractors will perform scheduled and as-needed maintenance and support services for a variety of equipment and systems in use at the Department of Public Health. As technology advances, equipment that is used in the day-to-day operation of an integrated health network are becoming increasingly more complicated and integrated with other devices and systems. Often, in addition to proprietary characteristics of the equipment Original Equipment Manufacturers (OEMs) are turning to software solutions used in conjunction with the equipment to achieve full and greater functionality. Services performed by the contractor(s) may include, but are not limited to: standard maintenance services, preventive maintenance services, applying software/firmware upgrades, system integrations, maintenance and equipment surveys, and/or wiping of protected health information from devices. Systems which need maintenance will include radiology equipment, laboratory equipment, scientific equipment, medical equipment used in direct patient care, sterilizers, general office equipment, copiers, security systems (including CCTV), perimeter security, fire alarms, electrical infrastructure, computer hardware, and/or audio/video equipment. Services may be onsite, remote or at central depot repair service facilities.

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

This service is necessary in order to maintain owned and leased equipment in use at the Department of Public Health. This will prolong the life of the equipment, and ensure that it functions properly and at published manufacturer standards in order to maintain all warranties, performance specifications and tolerances. Denial will result in equipment that does not work and would put the lives of patients at risk. In addition, the Department would not be able to operate and provide for the daily function of 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.**

Services have been provided in the past through earlier PSC request. See 41819 - 20/21

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

Yes.

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

The PSC is in excess of five years, because there will be an ongoing need to maintain various types of equipment in use at the Department of Public Health and to procure customized support services. The equipment is needed to effectively run a modern health network and the City does not have the resources to maintain this equipment.

**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:

Equipment must be maintained on a scheduled basis. Preventive maintenance or as-needed repairs for each equipment occur on an infrequent schedule, and given the wide variety of equipment in use it would be impractical to staff multiple positions with expertise on multiple types of equipment on a full time basis. Contractors will supply the personnel, and repair facilities, which may include depot repair facilities, all tools, software, parts and other proprietary equipment used to service, upgrade and repair equipment in order to maintain and keep equipment in good working order.

B. Reason for the request for modification:

This request is to add additional years to the original approval in order to execute new contracts for continued maintenance and support services. There is no additional funding being added.

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

- A. Specify required skills and/or expertise: The Contractors must be trained or authorized to repair the equipment in question. In addition, the contractors in many cases are or must be the Original Equipment Manufacturer (OEM).
- 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; 1091, IT Operations Support Admin I; 1092, IT Operations Support Admin II; 1093, IT Operations Support Admn III; 1094, IT Operations Support Admin IV; 1095, IT Operations Support Admin V; 2390, Central Processing & Dist Tech; 2392, Sr Cent Proc & Dist Tech; 2402, Laboratory Technician I; 2416, Laboratory Technician II; 5215, Fire Protection Engineer; 7213, Plumber Supervisor 1; 7239, Plumber Supervisor 2; 7287, Sprv Electronic Main Tech; 7318, Electronic Maintenance Tech; 7329, Electr Maint Tech Asst Sprv; 7368, Senior Comm Systems Technican; 7430, Asst Electronic Main Tech; 1091, IT Operations Support Administrator I; 1092, IT Operations Support Administrator II; 1093, IT Operations Support Administrator III ; 1094, IT Operations Support Administrator IV ; 1094, IT Operations Support Administrator IV ; 1095, IT Operations Support Administrator V;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. Contractors will supply personnel and repair facilities, which may include depot repair facilities, all tools, software, parts and other proprietary equipment used to service, upgrade and repair equipment in order to maintain and keep equipment in good working order.

**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 of the wide range of equipment and systems that need repair, support or integration services. The City would need specialized staff to repair individual pieces of equipment that may only be needed for a specific task or purpose.
- 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 broad scope of equipment in use by the Department it would be impractical to hire additional staff to service each piece of equipment based on manufacturer standards. City resources do work with manufacturers and may have opportunities to receive training and educational opportunities from manufacturer.

**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.  
City workers may receive as-needed trainings and certifications by the Original Equipment Manufacturers. Due to the wide range of equipment and multiple Original Equipment Manufacturers involved it is not possible at this time to provide a training plan with much specificity.
- C. Are there legal mandates requiring the use of contractual services?  
No.



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

7. **Union Notification:** On 11/17/22, the Department notified the following employee organizations of this PSC/RFP request: SEIU 1021 Miscellaneous; Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21; Plumbers, Local 38; 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: 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# 41819 - 20/21

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/06/2023

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

**Receipt of Modification Request to PSC # 41819 - 20/21 - MODIFICATIONS**

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

on behalf of

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

Tue 11/8/2022 4:01 PM

To: Hiramoto, Kelly (DPH) <kelly.hiramoto@sfdph.org>;Laxamana, Junko (DBI) <Junko.Laxamana@sfgov.org>;amakayan@ifpte21.org <amakayan@ifpte21.org>;ecassidy@ifpte21.com <ecassidy@ifpte21.com>;WendyWong26@yahoo.com <WendyWong26@yahoo.com>;WendyWong26@yahoo.com <WendyWong26@yahoo.com>;tmathews@ifpte21.org <tmathews@ifpte21.org>;kschumacher@ifpte21.org <kschumacher@ifpte21.org>;kpage@ifpte21.org <kpage@ifpte21.org>;eerbach@ifpte21.org <eerbach@ifpte21.org>;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 \$0 for services for the period January 1, 2023

–  
December 31, 2030. 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/19407>

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 amakayan@ifpte21.org junko.laxamana@sfgov.org

**RE: Receipt of Modification Request to PSC # 41819 - 20/21 - MODIFICATIONS**

Larry Mazzola Jr. <larryjr@ualocal38.org>

Mon 11/21/2022 2:48 PM

To: Hiramoto, Kelly (DPH) <kelly.hiramoto@sfdph.org>

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

Thank you, couldn't access the other

---

**From:** Hiramoto, Kelly (DPH) <kelly.hiramoto@sfdph.org>

**Sent:** Monday, November 21, 2022 2:29 PM

**To:** Larry Mazzola Jr. <larryjr@ualocal38.org>

**Subject:** Re: Receipt of Modification Request to PSC # 41819 - 20/21 - MODIFICATIONS

Hi Mr. Mazzola,

Please find attached a copy of the proposed Modification in case you cannot access the PSC database.

Thank you.

*Kelly*

Kelly Hiramoto, LCSW  
Acting PSC Coordinator  
SF Department of Public Health Business Office  
Special Projects Manager  
SF Department of Public Health

*This message and any attachments are solely for the intended recipient and may contain confidential or privileged information. If you are not the intended recipient, any disclosure, copying, use or distribution of the information included in this message and any attachments is prohibited. If you have received this communication in error, please notify me by reply e-mail and immediately and permanently delete this message and any attachments. Thank you.*

---

**From:** Hiramoto, Kelly (DPH) <kelly.hiramoto@sfdph.org>

**Sent:** Monday, November 21, 2022 8:25 AM

**To:** larryjr@ualocal38.org <larryjr@ualocal38.org>

**Subject:** Fw: Receipt of Modification Request to PSC # 41819 - 20/21 - MODIFICATIONS

Dear Mr. Mazzola,

Please see Union Notification for PSC #41819 - 20/21 MODIFICATIONS below.

After logging into the system please select link below:

<http://apps.sfgov.org/dhrcrupal/node/1940Z>

thank you.

Kelly

Kelly Hiramoto, LCSW  
Acting PSC Coordinator  
SF Department of Public Health Business Office  
Special Projects Manager  
SF Department of Public Health

*This message and any attachments are solely for the intended recipient and may contain confidential or privileged information. If you are not the intended recipient, any disclosure, copying, use or distribution of the information included in this message and any attachments is prohibited. If you have received this communication in error, please notify me by reply e-mail and immediately and permanently delete this message and any attachments. Thank you.*

**From:** dhr-psccoordinator@sfgov.org <dhr-psccoordinator@sfgov.org> on behalf of kelly.hiramoto@sfdph.org <kelly.hiramoto@sfdph.org>

**Sent:** Thursday, November 17, 2022 3:38 PM

**To:** Hiramoto, Kelly (DPH) <kelly.hiramoto@sfdph.org>; Najuwanda 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@sfwater.org <Kbasconcillo@sfwater.org>; pcamarillo\_seiu@sbcglobal.net <pcamarillo\_seiu@sbcglobal.net>; Wendy.Frigillana@seiu1021.org <Wendy.Frigillana@seiu1021.org>; pscreview@seiu1021.org <pscreview@seiu1021.org>; ted.zarzecki@seiu1021.net <ted.zarzecki@seiu1021.net>; davidmkersten@gmail.com <davidmkersten@gmail.com>; xiumin.li@seiu1021.org <xiumin.li@seiu1021.org>; Sin.Yee.Poon@sfgov.org <Sin.Yee.Poon@sfgov.org>; david.canham@seiu1021.org <david.canham@seiu1021.org>; jtanner940@aol.com <jtanner940@aol.com>; Laxamana, Junko (DBI) <Junko.Laxamana@sfgov.org>; WendyWong26@yahoo.com <WendyWong26@yahoo.com>; wendywong26@yahoo.com <wendywong26@yahoo.com>; tmathews@ifpte21.org <tmathews@ifpte21.org>; kschumacher@ifpte21.org <kschumacher@ifpte21.org>; amakayan@ifpte21.org <amakayan@ifpte21.org>; l21pscreview@ifpte21.org <l21pscreview@ifpte21.org>; oashworth@ibew6.org <oashworth@ibew6.org>; khughes@ibew6.org <khughes@ibew6.org>; Longhitano, Robert (DPH) <robert.longhitano@sfdph.org>; DHR-PSCCoordinator, DHR (HRD) <dhr-psccoordinator@sfgov.org>

**Subject:** Receipt of Modification Request to PSC # 41819 - 20/21 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The PUBLIC HEALTH -- DPH has submitted a modification request for a Personal Services Contract (PSC) for \$0 for services for the period January 1, 2023

December 31, 2030. 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/19407>

Email sent to the following addresses: khughes@ibew6.org oashworth@ibew6.org L21PSCReview@ifpte21.org amakayan@ifpte21.org kschumacher@ifpte21.org tmathews@ifpte21.org wendywong26@yahoo.com WendyWong26@yahoo.com junko.laxamana@sfgov.org jtanner940@aol.com david.canham@seiu1021.org Sin.Yee.Poon@sfgov.org xiumin.li@seiu1021.org davidmkersten@gmail.com ted.zarzecki@seiu1021.net pscreview@seiu1021.org Wendy.Frigillana@seiu1021.org pcamarillo\_seiu@sbcglobal.net Kbasconcillo@sfwater.org Ricardo.lopez@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: Equipment Maintenance and Support Services

Funding Source: General Fund, Federal, State, funds

PSC Duration: 5 years 39 weeks

PSC Amount: \$65,000,000

**1. Description of Work**

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

Contractors will perform scheduled and as-needed maintenance and support services for a variety of equipment and systems in use at the Department of Public Health. As technology advances, equipment that is used in the day-to-day operation of an integrated health network are becoming increasingly more complicated and integrated with other devices and systems. Often, in addition to proprietary characteristics of the equipment Original Equipment Manufacturers (OEMs) are turning to software solutions used in conjunction with the equipment to achieve full and greater functionality. Services performed by the contractor(s) may include, but are not limited to: standard maintenance services, preventive maintenance services, applying software/firmware upgrades, system integrations, maintenance and equipment surveys, and/or wiping of protected health information from devices. Systems which need maintenance will include radiology equipment, laboratory equipment, scientific equipment, medical equipment used in direct patient care, sterilizers, general office equipment, copiers, security systems (including CCTV), perimeter security, fire alarms, electrical infrastructure, computer hardware, and/or audio/video equipment. Services may be onsite, remote or at central depot repair service facilities.

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

This service is necessary in order to maintain owned and leased equipment in use at the Department of Public Health. This will prolong the life of the equipment, and ensure that it functions properly and at published manufacturer standards in order to maintain all warranties, performance specifications and tolerances. Denial will result in equipment that does not work and would put the lives of patients at risk. In addition, the Department would not be able to operate and provide for the daily function of 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.

The services have been provided under standard maintenance contracts, and through the purchase order process. In addition, historically the standard City maintenance contract did not require Commission approval for such services.

D. Will the contract(s) be renewed?

Yes.

- E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.  
The PSC is in excess of five years, because there will be an ongoing need to maintain various types of equipment in use at the Department of Public Health and to procure customized support services. The equipment is needed to effectively run a modern health network and the City does not have the resources to main this equipment.

**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:

Equipment must be maintained on a scheduled basis. Preventive maintenance or as-needed repairs for each equipment occur on an infrequent schedule, and given the wide variety of equipment in use it would be impractical to staff multiple positions with expertise on multiple types of equipment on a full time basis. Contractors will supply the personnel, and repair facilities, which may include depot repair facilities, all tools, software, parts and other proprietary equipment used to service, upgrade and repair equipment in order to maintain and keep equipment in good working order.

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

- A. Specify required skills and/or expertise: The Contractors must be trained or authorized to repair the equipment in question. In addition, the contractors in many cases are or must be the Original Equipment Manufacturer (OEM).
- 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; 1091, IT Operations Support Admin I; 1092, IT Operations Support Admin II; 1093, IT Operations Support Admn III; 1094, IT Operations Support Admin IV; 1095, IT Operations Support Admin V; 2390, Central Processing & Dist Tech; 2392, Sr Cent Proc & Dist Tech; 2402, Laboratory Technician I; 2416, Laboratory Technician II; 5215, Fire Protection Engineer; 7213, Plumber Supervisor 1; 7239, Plumber Supervisor 2; 7287, Sprv Electronic Main Tech; 7318, Electronic Maintenance Tech; 7329, Electr Maint Tech Asst Sprv; 7368, Senior Comm Systems Technican; 7430, Asst Electronic Main Tech; 1091, IT Operations Support Administrator I; 1092, IT Operations Support Administrator II; 1093, IT Operations Support Administrator III ; 1094, IT Operations Support Administrator IV ; 1094, IT Operations Support Administrator IV ; 1095, IT Operations Support Administrator V;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. Contractors will supply personnel and repair facilities, which may include depot repair facilities, all tools, software, parts and other proprietary equipment used to service, upgrade and repair equipment in order to maintain and keep equipment in good working order.

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



When applicable, there are City resources which can repair equipment, however, for the great majority of medical, scientific and priority systems in use by the Department, it would be impractical to have City resources maintain all equipment.

**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 of the wide range of equipment and systems that need repair, support or integration services. The City would need specialized staff to repair individual pieces of equipment that may only be needed for a specific task or purpose.

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 broad scope of equipment in use by the Department it would be impractical to hire additional staff to service each piece of equipment based on manufacturer standards. City resources do work with manufacturers and may have opportunities to receive training and educational opportunities from manufacturer.

**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. City workers may receive as-needed trainings and certifications by the Original Equipment Manufacturers. Due to the wide range of equipment and multiple Original Equipment Manufacturers involved it is not possible at this time to provide a training plan with much specificity.

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 04/24/2021, the Department notified the following employee organizations of this PSC/RFP request:

Electrical Workers, Local 6; Plumbers, Local 38; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21; SEIU 1021 Miscellaneous

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

Name: Arlene Lee Phone: 415-554-2938 Email: arlene.lee@sfdph.org

Address: 1380 Howard Street, Room 421B San Francisco, CA 94103

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 41819 - 20/21

DHR Analysis/Recommendation:

action date: 10/18/2021

Commission Approval Required  
conditions

Approved by Civil Service Commission with

10/18/2021 DHR Approved for 10/18/2021

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH

Dept. Code: DPH

Type of Request:  Initial  Modification of an existing PSC (PSC # 42659 - 14/15)

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

Type of Service: Professional Compliance, Evaluation, Assessment, and Technical Assistance Services

Funding Source: General Fund, Grants

PSC Original Approved Amount: \$750,000 PSC Original Approved Duration: 07/01/15 - 06/30/20 (5 years 1 day)

PSC Mod#1 Amount: \$1,750,000 PSC Mod#1 Duration: 07/01/20-06/30/25 (5 years 1 day)

PSC Mod#2 Amount: \$2,500,000 PSC Mod#2 Duration: 07/01/25-06/30/30 (5 years 1 day)

PSC Cumulative Amount Proposed: \$5,000,000 PSC Cumulative Duration Proposed: 15 years 3 days

**1. Description of Work**

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

Professional compliance, evaluation, assessment, and technical assistance services that support the evaluation needs of the Department's primary care and prevention programs. Services include independent contractor/professional consulting services to address local, State and federal compliance requirements on an as-needed project basis. Contractor(s) will evaluate findings, assess and evaluate identified findings, provide technical reports and technical assistance as required to the Department. These services will provide the Department the ability to meet required compliance directives.

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

In the event that the Department is audited by local, State and/or federal agencies, the use of an independent contractor and/or professional consultation firm to provide evaluation services are highly beneficial and for some audits, may be a requirement in some cases. If this request is denied, critical public health services and programs could be ordered by regulators to stop services and significant financial penalties might be imposed.

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 42659 - 14/15

D. Will the contract(s) be renewed?

Yes, if 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:

This is a request to continue professional compliance, assessment and technical assistance services that support the evaluation needs of the Department's Primary Care and Prevention Programs.

**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.

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

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

Explain the qualifying circumstances:

In the ever-increasingly regulated field of public health care, maximum compliance with the myriad of local, State and federal regulations and funding requirements (e.g. for Medi-Cal, MediCare, mental health/substance abuse/HIV funding, etc.) is critical. The consulting firm(s) planned to be hired under this PSC will provide project-based, as-needed, intermittent services to DPH executive and senior level staff, including assessment and targeted recommendations on how to maximize compliance for various needs and funders, and must possess the specific expertise to do so effectively and in a timely manner, with objectivity and an independent point of view.

B. Reason for the request for modification:

Modification to extend the term and increase the amount.

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

A. Specify required skills and/or expertise: Contractor must be an independent, professional consulting firm with specialty in public health planning, Affordable Care Act evaluation, behavioral health and substance abuse services, HIV services, primary care, MediCal planning, and other critical public health programs and issues.

B. Which, if any, civil service class(es) normally perform(s) this work? 0943, Manager VIII;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Physical facilities and equipment are expected to be provided only to the extent they are required for the consultant's normal business operations. Specific expertise, objectivity and independent perspective not available from civil service staff are expected to be provided.

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

Services are intermittent and intended to provide short-term, expert consultation in order to assist the Department in assessing, achieving, and maintaining ongoing compliance with regulatory requirements and as a support to upper level senior and executive staff in creating and implementing long term civil service programs. The consultant(s) will have both individual and team expertise not available through existing civil service staff, who generally have a similar level of expertise in only specific Department of Public Health (DPH) programs.

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 Department already has senior staff serving as ongoing compliance officers. The consulting firm will enhance the work of existing Department staff and improve specific programs at the Department, reporting directly to the Director of Health and Deputy Directors on an intermittent, and project-focused 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.  
Please refer to 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 01/10/23, 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# 42659 - 14/15

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/06/2023

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

## Receipt of Modification Request to PSC # 42659 - 14/15 - MODIFICATIONS

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

on behalf of

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

Tue 1/10/2023 2:25 PM

To: Hiramoto, Kelly (DPH) <kelly.hiramoto@sfdph.org>; Laxamana, Junko (DBI) <Junko.Laxamana@sfgov.org>; Criss@sfmea.com <Criss@sfmea.com>; camaguey@sfmea.com (contact) <camaguey@sfmea.com>; christina@sfmea.com <christina@sfmea.com>; staff@sfmea.com <staff@sfmea.com>; 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 \$2,500,000 for services for the period July 1, 2025

– June 30, 2030. 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/10144>

Email sent to the following addresses: staff@sfmea.com Christina@sfmea.com Camaguey@sfmea.com Criss@SFMEA.com junko.laxamana@sfgov.org

# **Additional Attachment(s)**



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

A. Explain why civil service classes are not applicable:

(cont.)

The consultant also is able to provide independent analysis and recommendations to executive staff with a degree of objectivity and avoidance of potential conflict of interest not available from civil service staff.

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

B. Will the contractor train City and County employee?

Describe Training including number of hours. Indicate occupational type of employees. If no training, please explain:

(cont.)

Knowledge transfer will be accomplished during the course of the consultant's work as appropriate, as part of the consultant's services will be to provide information to executive and senior staff. The consultant will also provide training as needed to civil service staff to prepare for implementation of new ICD-10 billing codes. (ICD-10 refers to the tenth revision of the International Statistical Classification of Diseases and Related Health Problems, a medical classification list established by the World Health Organization of diseases, symptoms, findings, etc. for medical billing purposes.)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH

Dept. Code: DPH

Type of Request:  Initial  Modification of an existing PSC (PSC # 42659 - 14/15)

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

Type of Service: Professional Compliance, Evaluation, Assessment, and Technical Assistance Services

Funding Source: General Fund, Grants

PSC Original Approved Amount: \$750,000 PSC Original Approved Duration: 07/01/15 - 06/30/20 (5 years 1 day)

PSC Mod#1 Amount: \$1,750,000 PSC Mod#1 Duration: 07/01/20-06/30/25 (5 years 1 day)

PSC Cumulative Amount Proposed: \$2,500,000 PSC Cumulative Duration Proposed: 10 years 2 days

**1. Description of Work**

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

Professional compliance, evaluation, assessment, and technical assistance services that support the evaluation needs of the Department's primary care and prevention programs. Services include independent contractor/professional consulting services to address local, State and federal compliance requirements on an as-needed project basis. Contractor(s) will evaluate findings, assess and evaluate identified findings, provide technical reports and technical assistance as required to the Department. These services will provide the Department the ability to meet required compliance directives.

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

In the event that the Department is audited by local, State and/or federal agencies, the use of an independent contractor and/or professional consultation firm to provide evaluation services are highly beneficial and for some audits, may be a requirement in some cases. If this request is denied, critical public health services and programs could be ordered by regulators to stop services and significant financial penalties might be imposed.

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 42659 14/15

D. Will the contract(s) be renewed?

Yes, if 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:

This is a request to continue professional compliance, assessment and technical assistance services that support the evaluation needs of the Department's Primary Care and Prevention Programs.

**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.

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

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

Explain the qualifying circumstances:

In the ever-increasingly regulated field of public health care, maximum compliance with the myriad of local, State and federal regulations and funding requirements (e.g. for Medi-Cal, Medicare, mental health/substance abuse/HIV funding, etc.) is critical. The consulting firm(s) planned to be hired under this PSC will provide project-based, as-needed, intermittent services to DPH executive and senior level staff, including assessment and targeted recommendations on how to maximize compliance for various needs and funders, and must possess the specific expertise to do so effectively and in a timely manner, with objectivity and an independent point of view.

B. Reason for the request for modification:

Modification to extend the term and increase the amount.

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

A. Specify required skills and/or expertise: Contractor must be an independent, professional consulting firm with specialty in public health planning, Affordable Care Act evaluation, behavioral health and substance abuse services, HIV services, primary care, MediCal planning, and other critical public health programs and issues.

B. Which, if any, civil service class(es) normally perform(s) this work? 0943, Manager VIII;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Physical facilities and equipment are expected to be provided only to the extent they are required for the consultant's normal business operations. Specific expertise, objectivity and independent perspective not available from civil service staff are expected to be provided.

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

Services are intermittent and intended to provide short-term, expert consultation in order to assist the Department in assessing, achieving, and maintaining ongoing compliance with regulatory requirements and as a support to upper level senior and executive staff in creating and implementing long term civil service programs. The consultant(s) will have both individual and team expertise not available through existing civil service staff, who generally have a similar level of expertise in only specific Department of Public Health (DPH) programs.

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 Department already has senior staff serving as ongoing compliance officers. The consulting firm will enhance the work of existing Department staff and improve specific programs at the Department, reporting directly to the Director of Health and Deputy Directors on an intermittent, and project-focused 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.  
Please refer to 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 09/26/17, 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: Jacquie Hale Phone: (415) 554-2609 Email: jacquie.hale@sfdph.org

Address: 101 Grove Street, Room 307, San Francisco, CA 94102

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 42659 - 14/15

DHR Analysis/Recommendation:

11/06/2017

Commission Approval Required

Approved by Civil Service Commission

11/06/2017 DHR Approved for 11/06/2017

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION

Dept. Code: PUC

Type of Request:  Initial  Modification of an existing PSC (PSC # 42060 - 17/18)

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

Type of Service: Hetchy Capital Improvement Projects As-Needed Construction Management Services(PRO.0097)

Funding Source: HH 10-Year CapPlan – Water/Power Rev Bond

PSC Original Approved Amount: \$11,000,000 PSC Original Approved Duration: 02/01/18 - 01/30/23 (4 years 52 weeks)

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

PSC Mod#2 Amount: \$6,000,000 PSC Mod#2 Duration: 09/13/22-01/02/24 (48 weeks 1 day)

PSC Cumulative Amount Proposed: \$18,000,000 PSC Cumulative Duration Proposed: 5 years 48 weeks

**1. Description of Work**

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

The proposed work is to provide As-Needed Construction Management Services to augment City construction management staff as necessary. These services may include, but are not limited to, construction contract management, construction inspection, project controls, environmental inspection, environmental monitoring, supplier quality surveillance, special laboratory testing, start-up & testing assistance, commissioning, surveying, construction safety inspection and document control.

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

These services are necessary to upgrade and improve critical upcountry aging infrastructure. If this contract is not approved, necessary improvements to the City's water and power systems may be delayed or cancelled, causing the systems to be at increased risk of safety, regulatory noncompliance, as well as operations 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.

Services have been provided in the past through earlier PSC request. See 42060 - 17/18

D. Will the contract(s) be renewed?

No.

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

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

A. Display all that apply

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

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

Explain the qualifying circumstances:

This is a City-led program, and as such we will be using civil services classes whenever possible, including construction managers, resident engineers, construction inspectors, and other construction management staff to oversee the contractors' work. The City currently lacks available resources to manage the amount of work needed. To some degree, the current civil service classes have limited experience and knowledge in construction management support services for hydropower and high voltage facilities, such as powerhouses, dams, penstocks, reservoirs, high voltage transmission lines, substation/switchyard, and tunnels. This contract is necessary to augment staff in order to accommodate for the peak workloads during these relatively short term capital projects requiring diverse skills, experience and expertise. It would not be practical to adopt new civil services classes since these projects require resources to provide support during short limited duration capital projects, and to augment staff during peaks in workload in the short term. The additional staff will not be necessary afterwards. Nevertheless, and to the every

extent possible, City staff, such as construction manager, resident engineers, construction inspectors, and construction management staff, will be utilized.

**B. Reason for the request for modification:**

The reason for the modification is that the Construction Management Bureau group in Moccasin the provided quality assurance on all the capital improvement construction projects for Hetchy Hetchy Water & Power is made up of only a handful of City personnel and therefore there is a high need to supplement with consultant personnel to fill various construction management services positions (Resident Engineers, Officer Engineers, Construction Inspectors, Administrative Document Control Specialists) over many capital projects. The HCIP construction projects have long time durations, are very technical, and evolve around system operations shutdowns. These three items lead to high cost contract task orders to have consultant personnel provide construction services that have depleted the original contract budgets at a faster rate than expected.

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

- A. Specify required skills and/or expertise: This contract requires specialized expertise to assist SFPUC Construction Management Bureau to provide construction management services for approximately \$300 Million capital improvement projects in 10 years. The work includes highly specialized work in power houses, dams, penstocks, reservoirs, high voltage transmission lines, substations/switchyards, large diameter pipelines and tunnels.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1446, Secretary 2; 5203, Asst Engr; 5207, Assoc Engineer; 5211, Eng/Arch/Landscape Arch Sr; 5212, Engineer/Architect Principal; 5241, Engineer; 5602, Utility Specialist; 6318, Construction Inspector; 6319, Senior Const Inspector;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. The contractor's construction management staff will require personal protective equipment (PPE), specialized inspection equipment and vehicles.

**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 City-led program, and as such we will be using civil services classes whenever possible, including construction managers, resident engineers, construction inspectors, and other construction management staff to oversee the contractors' work. The City currently lacks available resources to manage the amount of work needed. To some degree, the current civil service classes have limited experience and knowledge in construction management support services for hydropower and high voltage facilities, such as powerhouses, dams, penstocks, reservoirs, high voltage transmission lines, substation/switchyard, and tunnels. This contract is necessary to augment staff in order to accommodate for the peak workloads during these relatively short term capital projects requiring diverse skills, experience and expertise.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: It would not be practical to adopt new civil services classes since these projects require resources to provide support during short limited duration capital projects, and to augment staff during peaks in workload in the short term. The additional staff will not be necessary afterwards. Nevertheless, and to the every extent possible, City staff, such as construction manager, resident engineers, construction inspectors, and construction management staff, will be utilized.

**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. An estimate of 100 man-hours in safety, environmental and specialized training will be provided to 5-10 Engineers & Construction Inspectors.
- 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 09/21/22, the Department notified the following employee organizations of this PSC/RFP request: SEIU Local 1021; SEIU 1021 Miscellaneous; Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21; 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: Shawndrea Hale Phone: (415) 551-4540 Email: shale@sfwater.org

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 42060 - 17/18

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/06/2023

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



**From:** [dhrr-psccordinator@sfgov.org](mailto:dhrr-psccordinator@sfgov.org) on behalf of [shale@sfwater.org](mailto:shale@sfwater.org)  
**To:** [Hale, Shawndrea M.](mailto:Hale,Shawndrea.M.); [max.porter@seiu1021.org](mailto:max.porter@seiu1021.org); [sarah.wilson@seiu1021.org](mailto:sarah.wilson@seiu1021.org); [Sandeep.lal@seiu1021.me](mailto:Sandeep.lal@seiu1021.me); [leah.berlanga@seiu1021.org](mailto:leah.berlanga@seiu1021.org); [jason.klumb@seiu1021.org](mailto:jason.klumb@seiu1021.org); [noah.frigault@sfgov.org](mailto:noah.frigault@sfgov.org); [Julie.Meyers@sfgov.org](mailto:Julie.Meyers@sfgov.org); [thomas.vitale@seiu1021.org](mailto:thomas.vitale@seiu1021.org); [Ricardo.lopez@sfgov.org](mailto:Ricardo.lopez@sfgov.org); [Basconcillo, Kathy](mailto:Basconcillo,Kathy); [pcamarillo\\_seiu@sbcglobal.net](mailto:pcamarillo_seiu@sbcglobal.net); [Wendy.Frigillana@seiu1021.org](mailto:Wendy.Frigillana@seiu1021.org); [pscreview@seiu1021.org](mailto:pscreview@seiu1021.org); [ted.zarzecki@seiu1021.net](mailto:ted.zarzecki@seiu1021.net); [davidmkersten@gmail.com](mailto:davidmkersten@gmail.com); [xiumin.li@seiu1021.org](mailto:xiumin.li@seiu1021.org); [Sin.Yee.Poon@sfgov.org](mailto:Sin.Yee.Poon@sfgov.org); [david.canham@seiu1021.org](mailto:david.canham@seiu1021.org); [jtanner940@aol.com](mailto:jtanner940@aol.com); [junko.laxamana@sfgov.org](mailto:junko.laxamana@sfgov.org); [amakayan@ifpte21.org](mailto:amakayan@ifpte21.org); [ecassidy@ifpte21.com](mailto:ecassidy@ifpte21.com); [WendyWong26@yahoo.com](mailto:WendyWong26@yahoo.com); [wendywong26@yahoo.com](mailto:wendywong26@yahoo.com); [tmathews@ifpte21.org](mailto:tmathews@ifpte21.org); [kschumacher@ifpte21.org](mailto:kschumacher@ifpte21.org); [kpage@ifpte21.org](mailto:kpage@ifpte21.org); [eerbach@ifpte21.org](mailto:eerbach@ifpte21.org); [pkim@ifpte21.org](mailto:pkim@ifpte21.org); [L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org); [Jackson, Shamica](mailto:Jackson,Shamica); [dhrr-psccordinator@sfgov.org](mailto:dhrr-psccordinator@sfgov.org)  
**Subject:** Receipt of Modification Request to PSC # 42060 - 17/18 - MODIFICATIONS  
**Date:** Wednesday, September 21, 2022 2:57:17 PM

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PSC RECEIPT of Modification notification sent to Unions and DHR

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a modification request for a Personal Services Contract (PSC) for \$6,000,000 for services for the period September 13, 2022 – January 2, 2024. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

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

After logging into the system please select link below:

<http://apps.sfgov.org/dhrrupal/node/10650>

Email sent to the following addresses: [L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org)  
[pkim@ifpte21.org](mailto:pkim@ifpte21.org)  
[eerbach@ifpte21.org](mailto:eerbach@ifpte21.org) [kpage@ifpte21.org](mailto:kpage@ifpte21.org) [kschumacher@ifpte21.org](mailto:kschumacher@ifpte21.org)  
[tmathews@ifpte21.org](mailto:tmathews@ifpte21.org) [wendywong26@yahoo.com](mailto:wendywong26@yahoo.com) [WendyWong26@yahoo.com](mailto:WendyWong26@yahoo.com)  
[ecassidy@ifpte21.com](mailto:ecassidy@ifpte21.com) [amakayan@ifpte21.org](mailto:amakayan@ifpte21.org) [junko.laxamana@sfgov.org](mailto:junko.laxamana@sfgov.org)  
[jtanner940@aol.com](mailto:jtanner940@aol.com) [david.canham@seiu1021.org](mailto:david.canham@seiu1021.org) [Sin.Yee.Poon@sfgov.org](mailto:Sin.Yee.Poon@sfgov.org)  
[xiumin.li@seiu1021.org](mailto:xiumin.li@seiu1021.org) [davidmkersten@gmail.com](mailto:davidmkersten@gmail.com) [ted.zarzecki@seiu1021.net](mailto:ted.zarzecki@seiu1021.net)  
[pscreview@seiu1021.org](mailto:pscreview@seiu1021.org) [Wendy.Frigillana@seiu1021.org](mailto:Wendy.Frigillana@seiu1021.org)  
[pcamarillo\\_seiu@sbcglobal.net](mailto:pcamarillo_seiu@sbcglobal.net) [Kbasconcillo@sfwater.org](mailto:Kbasconcillo@sfwater.org)  
[Ricardo.lopez@sfgov.org](mailto:Ricardo.lopez@sfgov.org)  
[thomas.vitale@seiu1021.org](mailto:thomas.vitale@seiu1021.org) [Julie.Meyers@sfgov.org](mailto:Julie.Meyers@sfgov.org) [noah.frigault@sfgov.org](mailto:noah.frigault@sfgov.org)  
[jason.klumb@seiu1021.org](mailto:jason.klumb@seiu1021.org) [leah.berlanga@seiu1021.org](mailto:leah.berlanga@seiu1021.org) [Sandeep.lal@seiu1021.me](mailto:Sandeep.lal@seiu1021.me)  
[sarah.wilson@seiu1021.org](mailto:sarah.wilson@seiu1021.org) [max.porter@seiu1021.org](mailto:max.porter@seiu1021.org)

# **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 # 42060 - 17/18)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: Hetchy Capital Improvement Projects As-Needed Construction Management Services (PRO.0097)Funding Source: HH 10-Year CapPlan – Water/Power Rev BondPSC Original Approved Amount: \$11,000,000PSC Original Approved Duration: 02/01/18 - 01/30/23 (4 years 52 weeks)PSC Mod#1 Amount: \$1,000,000PSC Mod#1 Duration: no duration addedPSC Cumulative Amount Proposed: \$12,000,000PSC Cumulative Duration Proposed: 4 years 52 weeks**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

The proposed work is to provide As-Needed Construction Management Services to augment City construction management staff as necessary. These services may include, but are not limited to, construction contract management, construction inspection, project controls, environmental inspection, environmental monitoring, supplier quality surveillance, special laboratory testing, start-up & testing assistance, commissioning, surveying, construction safety inspection and document control.

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

These services are necessary to upgrade and improve critical upcountry aging infrastructure. If this contract is not approved, necessary improvements to the City's water and power systems may be delayed or cancelled, causing the systems to be at increased risk of safety, regulatory noncompliance, as well as operations 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 ser will be provided via PSC No. 42060-17/18

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

No.

**E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:****2. Reason(s) for the Request****A. Display all that apply**

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

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

Explain the qualifying circumstances:

This is a City-led program, and as such we will be using civil services classes whenever possible, including construction managers, resident engineers, construction inspectors, and other construction management staff to oversee the contractors' work. The City currently lacks available resources to manage the amount of work needed. To some degree, the current civil service classes have limited experience and knowledge in construction management support services for hydropower and high voltage facilities, such as powerhouses, dams, penstocks, reservoirs, high voltage transmission lines, substation/switchyard, and tunnels. This contract is necessary to augment staff in order to accommodate for the peak workloads during these relatively short term capital projects requiring diverse skills, experience and expertise. It would not be practical to adopt new civil services classes since these projects require resources to provide support during short limited duration capital projects, and to augment staff during peaks in workload in the short term. The additional staff will not be necessary afterwards. Nevertheless, and to the every extent possible, City staff, such as construction manager, resident engineers, construction inspectors, and construction management staff, will be utilized.

B. Reason for the request for modification:

To align the PSC amount with the contract amount.

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

- A. Specify required skills and/or expertise: This contract requires specialized expertise to assist SFPUC Construction Management Bureau to provide construction management services for approximately \$300 Million capital improvement projects in 10 years. The work includes highly specialized work in power houses, dams, penstocks, reservoirs, high voltage transmission lines, substations/switchyards, large diameter pipelines and tunnels.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1446, Secretary 2; 5203, Asst Engr; 5207, Assoc Engineer; 5211, Eng/Arch/Landscape Arch Sr; 5212, Engineer/Architect Principal; 5241, Engineer; 5602, Utility Specialist; 6318, Construction Inspector; 6319, Senior Const Inspector;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. The contractor's construction management staff will required personal protective equipment (PPE), specialized inspection equipment and vehicles.

### **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 City-led program, and as such we will be using civil services classes whenever possible, including construction managers, resident engineers, construction inspectors, and other construction management staff to oversee the contractors' work. The City currently lacks available resources to manage the amount of work needed. To some degree, the current civil service classes have limited experience and knowledge in construction management support services for hydropower and high voltage facilities, such as powerhouses, dams, penstocks, reservoirs, high voltage transmission lines, substation/switchyard, and tunnels. This contract is necessary to

augment staff in order to accommodate for the peak workloads during these relatively short term capital projects requiring diverse skills, experience and expertise.

- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: It would not be practical to adopt new civil services classes since these projects require resources to provide support during short limited duration capital projects, and to augment staff during peaks in workload in the short term. The additional staff will not be necessary afterwards. Nevertheless, and to the every extent possible, City staff, such as construction manager, resident engineers, construction inspectors, and construction management staff, will be utilized.

**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. An estimate of 100 man-hours in safety, environmental and specialized training will be provided to 5-10 Engineers & Construction Inspectors.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

**7. Union Notification:** On 01/31/18, the Department notified the following employee organizations of this PSC/RFP request:  
SEIU Local 1021; SEIU 1021 Miscellaneous; Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21; 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: Shamica Jackson Phone: 415-554-0727 Email: SJackson@sfgwater.org

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

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 42060 - 17/18

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 04/12/2018

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: Hetchy Capital Improvement Projects As-Needed Construction Management Services(PRO.0097)

Funding Source: HH 10-Year CapPlan – Water/Power Rev Bond PSC Duration: 4 years 52 weeks

PSC Amount: \$11,000,000

**1. Description of Work**

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

The proposed work is to provide As-Needed Construction Management Services to augment City construction management staff as necessary. These services may include, but are not limited to, construction contract management, construction inspection, project controls, environmental inspection, environmental monitoring, supplier quality surveillance, special laboratory testing, start-up & testing assistance, commissioning, surveying, construction safety inspection and document control.

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

These services are necessary to upgrade and improve critical upcountry aging infrastructure. If this contract is not approved, necessary improvements to the City's water and power systems may be delayed or cancelled, causing the systems to be at increased risk of safety, regulatory noncompliance, as well as operations 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.

These services have been provided previously through CS-141 (PSC 4072-10/11) Construction Inspection of HHWP and CS-296 (PSC 4099-12/13) HSIP Professional and Engineering Support Services. CS-141 had expired and was closed. CS-296 is on-going but will expire on June 30, 2018.

D. Will the contract(s) be renewed?

No.

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

not applicable

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

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

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

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

B. Explain the qualifying circumstances:

This is a City-led program, and as such we will be using civil services classes whenever possible, including construction managers, resident engineers, construction inspectors, and other construction management staff to oversee the contractors' work. The City currently lacks available resources to manage the amount of work needed. To some degree, the current civil service classes have limited experience and knowledge in construction management support services for hydropower and high voltage facilities, such as powerhouses, dams, penstocks, reservoirs, high voltage transmission lines, substation/switchyard, and tunnels. This contract is necessary to augment staff in order to accommodate for the peak workloads during these relatively short term capital projects requiring diverse skills, experience and expertise. It would not be practical to adopt new civil services classes since these projects require resources to provide support during short limited duration capital projects, and to augment staff during peaks in workload in the short term. The additional staff will not be necessary afterwards. Nevertheless, and to the every extent possible, City staff, such as construction manager, resident engineers, construction inspectors, and construction management staff, will be utilized.

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

- A. Specify required skills and/or expertise: This contract requires specialized expertise to assist SFPUC Construction Management Bureau to provide construction management services for approximately \$300 Million capital improvement projects in 10 years. The work includes highly specialized work in power houses, dams, penstocks, reservoirs, high voltage transmission lines, substations/switchyards, large diameter pipelines and tunnels.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1446, Secretary 2; 5203, Asst Engr; 5207, Assoc Engineer; 5211, Eng/Arch/Landscape Arch Sr; 5212, Engineer/Architect Principal; 5241, Engineer; 5602, Utility Specialist; 6318, Construction Inspector; 6319, Senior Const Inspector;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. The contractor's construction management staff will required personal protective equipment (PPE), specialized inspection equipment and vehicles.

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

SFPUC Construction Management Bureau has reviewed staffing plan and confirmed that the current resources are insufficient to fulfill all the necessary construction management positions to meet the anticipated workload. In addition, there is lack of resources to provide specialized construction inspection for work in powerhouses, dams, penstocks, reservoirs, high voltage transmission lines, substations/switchyards, large diameter pipelines and tunnels.

**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 City-led program, and as such we will be using civil services classes whenever possible, including construction managers, resident engineers, construction inspectors, and other construction management staff



to oversee the contractors' work. The City currently lacks available resources to manage the amount of work needed. To some degree, the current civil service classes have limited experience and knowledge in construction management support services for hydropower and high voltage facilities, such as powerhouses, dams, penstocks, reservoirs, high voltage transmission lines, substation/switchyard, and tunnels. This contract is necessary to augment staff in order to accommodate for the peak workloads during these relatively short term capital projects requiring diverse skills, experience and expertise.

- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. It would not be practical to adopt new civil services classes since these projects require resources to provide support during short limited duration capital projects, and to augment staff during peaks in workload in the short term. The additional staff will not be necessary afterwards. Nevertheless, and to the every extent possible, City staff, such as construction manager, resident engineers, construction inspectors, and construction management staff, will be utilized.

## **6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
Yes. Yes. An estimate of 100 man-hours in safety, environmental and specialized training will be provided to 5-10 Engineers & Construction Inspectors.
- 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. Potentially yes. The PSC will be solicited through an open competitive bid process which allows the contractors who have current personal service contracts with the SFPUC to bid on the RFP. The evaluation will be based on the proposers' technical qualifications, experience, and cost. The lowest responsive and responsible bids will be selected for award of the contracts.

- 7. Union Notification:** On 09/21/2017, the Department notified the following employee organizations of this PSC/RFP request:  
Architect & Engineers, Local 21; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21; SEIU 1021

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

Name: Shamica Jackson Phone: 415-554-0727 Email: SJackson@sfgwater.org

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

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 42060 - 17/18

DHR Analysis/Recommendation:

action date: 12/18/2017

Commission Approval Required

Approved by Civil Service Commission

12/18/2017 DHR Approved for 12/18/2017

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION

Dept. Code: PUC

Type of Request:  Initial  Modification of an existing PSC (PSC # 43867 - 19/20)

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

Type of Service: Switchgear and Switchboard Maintenance and Testing(10027759)

Funding Source: Water Supply and Treatment Operating Budget

PSC Original Approved Amount: \$1,170,000 PSC Original Approved Duration: 03/02/20 - 03/02/22 (2 years)

PSC Mod#1 Amount: no amount added PSC Mod#1 Duration: 03/02/20-03/02/23 (1 year)

PSC Mod#2 Amount: \$130,000 PSC Mod#2 Duration: 01/26/23-09/14/24 (1 year 28 weeks)

PSC Cumulative Amount Proposed: \$1,300,000 PSC Cumulative Duration Proposed: 4 years 28 weeks

**1. Description of Work**

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

Maintenance and testing of existing switchgear and switchboard at various East Bay and West Bay Water Supply and Treatment Facilities. This contract is for maintenance and testing of seventeen (17) switchgear and twenty-two (22) switchboards with estimated cost of \$30,000 per switchgear / switchboard or \$1,170,000 for the entire contract.

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

This service is necessary to ensure the existing switchgear and switchboard are properly maintained and operational through the equipment's life cycle. Denial of this service will cause the existing switchgear and switchboard to fail faster and purchase replacement equipment earlier than what the electrical equipment was designed for.

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 43867 - 19/20

D. Will the contract(s) be renewed?

No.

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

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

A. Display all that apply

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

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

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

Explain the qualifying circumstances:

The need for this work is sporadic and can occur years apart. Most of the time, there would be no work to do for this specific service. This work is highly specialized based on maintenance testing requirements of

switchgear and switchboard.

B. Reason for the request for modification:

WST would like to add \$130,000 (change order to provide maintenance and testing for the Crystal Springs Substation) and extension for 6 months. The modification to add maintenance and testing for the Crystal Springs Substation – one additional site - is the same work as other East Bay and West Bay Water Supply and Treatment (WST) Facilities.

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

A. Specify required skills and/or expertise: Bidder shall be an InterNational Electrical Testing Association (NETA) or National Institute for Certification in Engineering Technologies (NICET), accredited electrical maintenance company following Maintenance Testing Specifications (MTS) standards and have sufficient technical knowledge and a minimum of five (5) years of experience performing maintenance, inspection, service, troubleshooting, cleaning, and testing of switchgears / switchboards.

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

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. Switchgear testing equipment is highly specialized. The rarity of need for such testing makes owning the equipment by the City to be uneconomic.

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

Switchgear and switchboard maintenance and testing typically requires expertise from an InterNational Electrical Testing Association (NETA) or National Institute for Certification in Engineering Technologies (NICET), accredited electrical maintenance company following Maintenance Testing Specifications (MTS) standards, which civil service staff cannot provide.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. The need for this work is sporadic and can occur years apart. Most of the time, on average 99 percent or greater, there would be no work to do for City employees to perform this specific service.

**6. Additional Information**

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
Switchgear and switchboard testing is highly specialized, and requires either an InterNational Electrical Testing Association (NETA) or National Institute for Certification in Engineering Technologies (NICET) accredited electrical maintenance company following Maintenance Testing Specifications (MTS) standards, which the City does not have.

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

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

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

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

7. **Union Notification:** On 01/26/23, 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: Shawndrea Hale Phone: (415) 551-4540 Email: shale@sfgwater.org

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

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 43867 - 19/20

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/06/2023

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

**From:** [dhr-psccoordinator@sfgov.org](mailto:dhr-psccoordinator@sfgov.org) on behalf of [shale@sfwater.org](mailto:shale@sfwater.org)  
**To:** [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.](mailto:Hale,Shawndrea.M.;plangrooferlocal40@gmail.com;rooferslocal40@gmail.com;seichenberger@local39.org;dtuttle@oe3.org;dtubble@oe3.org;pkim@ifpte21.org;najuawanda.daniels@seiu1021.org;pkim@uapd.com;president@sanfranciscodsa.com;max.porter@seiu1021.org;kennethlomba@gmail.com;snaranjo@cirseiu.org;mdennis@twusf.org;rmarenco@twusf.org;pwilson@twusf.org;cmover@nccrc.org;noah.frigault@sfgov.org;sfdpoa@icloud.com;Mjayne@iam1414.org;Emanuel,Rachel(DEM);laborers261@gmail.com;junko.laxamana@sfgov.org;jennifer.esteen@seiu1021.org;emathurin@cirseiu.org;abush@cirseiu.org;sbabaria@cirseiu.org;anthony@dc16.us;mlobre@sfpoa.org;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;Camaquey@sfmea.com;ablood@cirseiu.org;kcartermartinez@cirseiu.org;ecassidy@ifpte21.com;WendyWong26@yahoo.com;wendywong26@yahoo.com;sarah.wilson@seiu1021.org;kschumacher@ifpte21.org;kpage@ifpte21.org;tjenkins@uapd.com;eerbach@ifpte21.org;tmathews@ifpte21.org;amakayan@ifpte21.org;jb@local16.org;Ricardo.Lopez@sfgov.org;Basconillo,Kathy;Sandeep.lal@seiu1021.me;pcamarillo_seiu@sbcglobal.net;MRainsford@local39.org;Wendy.Frigillana@seiu1021.org;pscreview@seiu1021.org;pkim@ifpte21.org;agonzalez@iam1414.org;ted.zarzecki@seiu1021.net;leah.berlanga@seiu1021.org;gail@sfflocal798.org;cityworker@sfcwu.org;davidmkersten@gmail.com;djohnson@opcmialocal300.org;ramonliuna261@gmail.com;ablood@cirseiu.org;pkarinen@nccrc.org;tony@dc16.us;stevek@bac3-ca.org;xiumin.li@seiu1021.org;Sin.Yee.Poon@sfgov.org;smcgarry@nccrc.org;rmitchell@twusf.org;grojo@local39.org;jduritz@uapd.com;staff@sfmea.com;mike@dc16.us;khughes@ibew6.org;L21PSCReview@ifpte21.org;sfsmsa@gmail.com;bart@dc16.us;david.canham@seiu1021.org;jtanner940@aol.com;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;Irwin,William;dhr-psccoordinator@sfgov.org</a><br/><b>Subject:</b> Receipt of Modification Request to PSC # 43867 - 19/20 - MODIFICATIONS<br/><b>Date:</b> Thursday, January 26, 2023 11:14:33 AM</p><hr/></div><div data-bbox=)

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

PSC RECEIPT of Modification notification sent to Unions and DHR

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a modification request for a Personal Services Contract (PSC) for \$130,000 for services for the period January 26, 2023 – September 14, 2024. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

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

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/14539>

Email sent to the following addresses: Please check the record to see if you selected a union where a corresponding email in the TO: field isn't present. Either you selected none or there is no email entered in the system by that particular union

# **Additional Attachment(s)**



PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION -- 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: Switchgear and Switchboard Maintenance and Testing(10027759)

Funding Source: Water Supply and Treatment Operating Budge PSC Duration: 2 years

PSC Amount: \$1,170,000

**1. Description of Work**

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

Maintenance and testing of existing switchgear and switchboard at various East Bay and West Bay Water Supply and Treatment Facilities. This contract is for maintenance and testing of seventeen (17) switchgear and twenty-two (22) switchboards with estimated cost of \$30,000 per switchgear / switchboard or \$1,170,000 for the entire contract.

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

This service is necessary to ensure the existing switchgear and switchboard are properly maintained and operational through the equipment's life cycle. Denial of this service will cause the existing switchgear and switchboard to fail faster and purchase replacement equipment earlier than what the electrical equipment was designed for.

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, this service has not been provided in the past.

D. Will the contract(s) be renewed?

No.

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

not applicable

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

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

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

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

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

B. Explain the qualifying circumstances:

The need for this work is sporadic and can occur years apart. Most of the time, there would be no work to do for this specific service. This work is highly specialized based on maintenance testing requirements of switchgear and switchboard.

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

A. Specify required skills and/or expertise: Bidder shall be an InterNational Electrical Testing Association (NETA) or National Institute for Certification in Engineering Technologies (NICET), accredited electrical maintenance company following Maintenance Testing Specifications (MTS) standards and have sufficient technical knowledge and a minimum of five (5) years of experience performing maintenance, inspection, service, troubleshooting, cleaning, and testing of switchgears / switchboards.

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

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. Switchgear testing equipment is highly specialized. The rarity of need for such testing makes owning the equipment by the City to be uneconomic.

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

None. The need for this is so limited, that City-owned resources would be impractical and uneconomic.

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

A. Explain why civil service classes are not applicable.

Switchgear and switchboard maintenance and testing typically requires expertise from an InterNational Electrical Testing Association (NETA) or National Institute for Certification in Engineering Technologies (NICET), accredited electrical maintenance company following Maintenance Testing Specifications (MTS) standards, which civil service staff cannot provide.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. The need for this work is sporadic and can occur years apart. Most of the time, on average 99 percent or greater, there would be no work to do for City employees to perform this specific service.

**6. Additional Information**

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

No.

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

No. Switchgear and switchboard testing is highly specialized, and requires either an InterNational Electrical Testing Association (NETA) or National Institute for Certification in Engineering Technologies (NICET) accredited electrical maintenance company following Maintenance Testing Specifications (MTS) standards, which the City does not have.

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 12/30/2019, 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@sflower.org

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

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 43867 - 19/20

DHR Analysis/Recommendation:

action date: 02/03/2020

Commission Approval Required

Approved by Civil Service Commission

02/03/2020 DHR Approved for 02/03/2020

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION

Dept. Code: PUC

Type of Request:  Initial  Modification of an existing PSC (PSC # 43867 - 19/20)

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

Type of Service: Switchgear and Switchboard Maintenance and Testing(10027759)

Funding Source: Water Supply and Treatment Operating Budget

PSC Original Approved Amount: \$1,170,000

PSC Original Approved Duration: 03/02/20 - 03/02/22 (2 years)

PSC Mod#1 Amount: no amount added

PSC Mod#1 Duration: 03/02/20-03/02/23 (1 year)

PSC Cumulative Amount Proposed: \$1,170,000

PSC Cumulative Duration Proposed: 3 years

**1. Description of Work**

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

Maintenance and testing of existing switchgear and switchboard at various East Bay and West Bay Water Supply and Treatment Facilities. This contract is for maintenance and testing of seventeen (17) switchgear and twenty-two (22) switchboards with estimated cost of \$30,000 per switchgear / switchboard or \$1,170,000 for the entire contract.

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

This service is necessary to ensure the existing switchgear and switchboard are properly maintained and operational through the equipment's life cycle. Denial of this service will cause the existing switchgear and switchboard to fail faster and purchase replacement equipment earlier than what the electrical equipment was designed for.

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 43867 - 19/20

D. Will the contract(s) be renewed?

No.

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

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

A. Display all that apply

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

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

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

Explain the qualifying circumstances:

The need for this work is sporadic and can occur years apart. Most of the time, there would be no work to do for this specific service. This work is highly specialized based on maintenance testing requirements of switchgear and switchboard.

B. Reason for the request for modification:

The work requires 3 years to be completed due to the large number of sites and shutdown constraints. The original PSC inadvertently stated the contract duration as 2 years. The scope of work and contract amount are unchanged.

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

A. Specify required skills and/or expertise: Bidder shall be an InterNational Electrical Testing Association (NETA) or National Institute for Certification in Engineering Technologies (NICET), accredited electrical maintenance company following Maintenance Testing Specifications (MTS) standards and have sufficient technical knowledge and a minimum of five (5) years of experience performing maintenance, inspection, service, troubleshooting, cleaning, and testing of switchgears / switchboards.

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

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. Switchgear testing equipment is highly specialized. The rarity of need for such testing makes owning the equipment by the City to be uneconomic.

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

Switchgear and switchboard maintenance and testing typically requires expertise from an InterNational Electrical Testing Association (NETA) or National Institute for Certification in Engineering Technologies (NICET), accredited electrical maintenance company following Maintenance Testing Specifications (MTS) standards, which civil service staff cannot provide.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. The need for this work is sporadic and can occur years apart. Most of the time, on average 99 percent or greater, there would be no work to do for City employees to perform this specific service.

**6. Additional Information**

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not. Switchgear and switchboard testing is highly specialized, and requires either an InterNational Electrical Testing Association (NETA) or National Institute for Certification in Engineering Technologies (NICET) accredited electrical maintenance company following Maintenance Testing Specifications (MTS) standards, which the City does not have.

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 02/07/20, 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: Bill Irwin Phone: 415-934-3975 Email: wirwin@sfwater.org

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 43867 - 19/20

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 03/12/2020

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - CITY ADMIN

Dept. Code: ADM

Type of Request:  Initial  Modification of an existing PSC (PSC # 11945 - 20/21)

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

Type of Service: "Proprietary Cloud Software, Software Support and Equipment Installation and Maintenance"

Funding Source: Various

PSC Original Approved Amount: \$10,000,000 PSC Original Approved Duration: 07/01/2021 - continuous

PSC Mod#1 Amount: \$40,000,000 PSC Mod#1 Duration: 01/30/23 - continuous

PSC Cumulative Amount Proposed: \$50,000,000 PSC Cumulative Duration Proposed: 07/01/2021 - continuous

**1. Description of Work**

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

The Office of Contract Administration (OCA), on behalf of all City departments, hereby requests that the Civil Service Commission (CSC) grant Continuing Approval for three narrowly defined categories pertaining to proprietary software and equipment. These three categories are: (1) Proprietary Cloud Based Software, (2) Proprietary Software Support and (3) Proprietary Equipment Installation and maintenance. Each of these three categories is narrowly defined in the attached memorandum titled "Definitions for Continuing Approval of Prop Software and Equipment".

If a contract qualifies for one of these three categories, the department may elect to use this Continuing Approval in lieu of obtaining its own approval. In so doing, the department shall be required to report its election when submitting its contract for OCA review. Upon reporting its election when submitting its contract, all applicable unions shall be immediately notified of said election by email. Additionally, OCA shall produce a report such elections on a quarterly basis to CSC or, upon request, on a more frequent basis. Specifically, OCA will report the Department Name, Contract ID, Supplier ID, Contract Amount, Service Type and Contract End Date.

PLEASE SEE CONTINUATION OF THIS RESPONSE ON MEMORANDM ATTACHED

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

Historically, CSC did not require departments to seek CSC review for Proprietary Cloud Based Software, Proprietary Software Maintenance and Proprietary Equipment Installation and Maintenance. In recent years, CSC has revised its position. This shift has meant that every City contract for proprietary software and equipment must now be reviewed by CSC. The purpose of this request, therefore, is to carve out these three very limited category of services, recognizing that even if presented to CSC on an individual contract by contract basis, CSC would find that Civil Service employees may not legally perform them without either (A) violating the software manufacturer's copyrights, trademarks, trade secrets, and patents or (B) voiding the equipment manufacturer's warranties. Should this request be denied, therefore, City staff will expend unnecessary time and resources on achieving what can be done on a Continuing Approval basis, coupled with regular reporting.

**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 11945 - 20/21

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

N/A

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

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

- A. Display all that apply

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

**REASON FOR CHECKING OTHER:**

Civil Service employees may not legally perform these narrowly defined services without either (A) violating the software manufacturer's copyrights, trademarks, trade secrets, and patents or (B) voiding the equipment manufacturer's warranties. Should this request be denied, therefore, City staff will expend unnecessary time and resources on achieving what can be done on a Continuing Approval basis, coupled with regular reporting

Explain the qualifying circumstances:  
no response from department

- B. Reason for the request for modification:

In anticipation of the Citywide rollout, the Office of Contract Administration (OCA) is now requesting that OCA's \$10,000,000 continuing CSC approval be increased to \$50,000,000. The Chapter 21 ServiceNow application is expected to go live Citywide around May 2023, at which time all City departments will be able to use this continuing approval where applicable.

Since the pilot launch of OCA's new Chapter 21 ServiceNow application through which this process is managed, \$3,899,401 of OCA's \$10,000,000 continuing CSC approval has been utilized by a total of nine City departments. A report of the usage is attached.

The use of the OCA continuing CSC approval for these three specific categories was made available in July 2022 with the pilot launch of OCA's new Chapter 21 ServiceNow application through which departments will now submit their contracts to OCA for review. This is the application through which unions are notified when this continuing approval is used. When departments use OCA's continuing CSC approval, all unions are immediately notified by email. The emails include copies of the agreement, any amendments, and a letter from the supplier attesting to the proprietary nature of its licenses, support and/or equipment. Sample emails are attached.

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

- A. Specify required skills and/or expertise: In order for Civil Service employees to be permitted to perform these narrowly defined services, software manufacturers would have to grant City employees access to the manufacturer's copyrights, trademarks, trade secrets, and/or patents and equipment manufacturers would have to agree to not void the equipment manufacturer's warranties should the maintenance and installation be performed by City employees.
- B. Which, if any, civil service class(es) normally perform(s) this work? none
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

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

Not Applicable

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

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



Civil Service employees may not legally perform these narrowly defined services without either (A) violating the software manufacturer's copyrights, trademarks, trade secrets, and patents or (B) voiding the equipment manufacturer's warranties.

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 employees may not legally perform these narrowly defined services without either (A) violating the software manufacturer's copyrights, trademarks, trade secrets, and patents or (B) voiding the equipment manufacturer's warranties.

**6. Additional Information**

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
No. Civil Service employees may not legally perform these narrowly defined services without either (A) violating the software manufacturer's copyrights, trademarks, trade secrets, and patents or (B) voiding the equipment manufacturer's warranties.

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

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

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

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

**7. Union Notification:** On 01/30/23, 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: Lynn Khaw Phone: 4155546296 Email: lynn.khaw@sfgov.org

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

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 11945 - 20/21

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/06/2023

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

**From:** [Khaw, Lynn \(ADM\)](#)  
**To:** [Khaw, Lynn \(ADM\)](#); [plangrooferlocal40@gmail.com](#); [rooferslocal40@gmail.com](#); [Stan Eichenberger](#); [dtuttle@oe3.org](#); [dtubble@oe3org](#); [pkim@ifpte21.org](#); [Najuawanda 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](#); [tracym@sfpoa.org](#); [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](#); [Kbasconillo@swater.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@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](#); [DHR-PSCCoordinator, DHR \(HRD\)](#)  
**Subject:** RE: Receipt of Modification Request to PSC # 11945 - 20/21 - MODIFICATIONS - Continuing Approval  
**Date:** Monday, January 30, 2023 3:54:02 PM

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Please note that this PSC Modification 1 is for continuing approval with the end date of "continuous" per the original PSC. Therefore, the end date below is manually corrected to "continuous."

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

From: [dhr-psccordinator@sfgov.org](#) <[dhr-psccordinator@sfgov.org](#)> On Behalf Of [lynn.khaw@sfgov.org](#)  
Sent: Monday, January 30, 2023 2:56 PM  
To: [Khaw, Lynn \(ADM\)](#) <[lynn.khaw@sfgov.org](#)>; [plangrooferlocal40@gmail.com](#); [rooferslocal40@gmail.com](#); [Stan Eichenberger](#) <[seichenberger@local39.org](#)>; [dtuttle@oe3.org](#); [dtubble@oe3org](#); [pkim@ifpte21.org](#); [Najuawanda Daniels](#) <[najuawanda.daniels@seiu1021.org](#)>; [Pierre King - UAPD](#) <[pking@UAPD.com](#)>; [president@sanfranciscodsa.com](#); [max.porter@seiu1021.org](#); [kennethlomba@gmail.com](#); [snaranjo@cirseiu.org](#); [mdennis@twusf.org](#); [roger marengo](#) <[rmarengo@twusf.org](#)>; [pwilson@twusf.org](#); [cmoyer@nccrc.org](#); [Frigault, Noah \(HRC\)](#) <[noah.frigault@sfgov.org](#)>; [sfdpoa@icloud.com](#); [mjayne@iam1414.org](#); [Emanuel, Rachel \(DEM\)](#) <[rachel.emanuel@sfgov.org](#)>; [laborers261@gmail.com](#); [Laxamana, Junko \(DBI\)](#) <[Junko.Laxamana@sfgov.org](#)>; [jennifer.esteen@seiu1021.org](#); [emathurin@cirseiu.org](#); [abush@cirseiu.org](#); [sbabaria@cirseiu.org](#); [anthony@dc16.us](#); [mlobre@sfpoa.org](#); [@sfpoa.org](#); [tracym@sfpoa.org](#); [mleach](#) <[mleach@ibt856.org](#)>; [rooferslocal40@gmail.com](#); [sal@local16.org](#); [Criss@sfmea.com](#); [Julie.Meyers@sfgov.org](#); [Stan Eichenberger](#) <[seichenberger@local39.org](#)>; [Jason Klumb](#) <[Jason.Klumb@seiu1021.org](#)>; [camaguey@sfmea.com \(contact\)](#) <[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](#); [Kbasconillo@swater.org](#); [Sandeep.lal@seiu1021.me](#); [pcamarillo\\_seiu@sbcglobal.net](#); [MRainsford@local39.org](#); [Wendy Frigillana](#) <[wendy.frigillana@seiu1021.org](#)>; [pscreview@seiu1021.org](#); [pkim@ifpte21.org](#); [agonzalez@iam1414.org](#); [ted.zarzecki@seiu1021.net](#); [leah.berlanga@seiu1021.org](#); [gail@sffdlocal798.org](#); [cityworker@sfcwu.org](#); [davidmkersten@gmail.com](#); [djohnson@opcmialocal300.org](#); [Ramon Hernandez](#) <[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](#) <[thomas.vitale@seiu1021.org](#)>; [DHR-PSCCoordinator, DHR \(HRD\)](#) <[dhr-psccordinator@sfgov.org](#)>  
Subject: Receipt of Modification Request to PSC # 11945 - 20/21 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The GENERAL SERVICES AGENCY - CITY ADMIN -- ADM has submitted a modification request for a Personal Services Contract (PSC) for \$40,000,000 for services for the period January 30, 2023 – continuous.

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

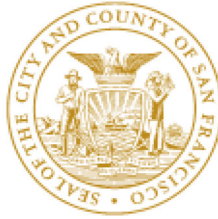
After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/19823>

Email sent to the following addresses: Please check the record to see if you selected a union where a corresponding email in the TO: field isn't present.

Either you selected none or there is no email entered in the system by that particular union

# **Additional Attachment(s)**



MEMORANDUM

DATE: June 23, 2021  
TO: Honorable Civil Service Commission  
FROM: Sailaja Kurella, Purchaser and Acting Director  
Office of Contract Administration  
SUBJ: Definitions for Continuing Approval of Proprietary Software and Equipment

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**Definition 1: Proprietary Cloud Based Software**

**What is included:** For the purpose of this CSC continuing approval only, Proprietary Cloud Based Software is defined as cloud-based software to which City has no intellectual property rights, as well as related services offered by the software's manufacturer to ensure the standard operability of its cloud-based software (such as standard support and data storage).

**What is not included:** For the purpose of this CSC approval, Proprietary Software as a Service does NOT include technical services that go beyond supporting the software's standard operability, including implementation, integration, and customization services, all of which may be proprietary in nature but shall, nevertheless, be subject to CSC review.

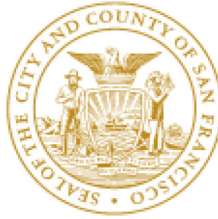
**Justification:** Based on this narrow definition, Continuing CSC approval is justified because Civil Service employees may not legally engage in the services related to the Proprietary Cloud-Based Software's operability, delivery and data storage without violating the software manufacturer's copyrights, trademarks, trade secrets, and/or patents. However, where the contract requires services that go beyond those related to the software's standard operability, delivery and data storage, Civil Service approval shall be required to ensure that the outsourcing of such services to non-City employees is necessary and/or appropriate.

**Definition 2: Proprietary Software Maintenance**

**What is included:** For the purpose of this CSC continuing approval only, Proprietary Software Maintenance is defined as standard software maintenance offered by a software manufacturer to ensure the standard operability of its software to which City has no intellectual property rights.

**What is not included:** For the purpose of this CSC approval, Proprietary Software Maintenance does NOT include technical services that go beyond supporting the software's standard operability, including implementation, integration, and customization services, all of which may be proprietary in nature but shall, nevertheless, be subject to CSC review.

**Justification:** Based on this narrow definition, Continuing CSC approval is justified because Civil Service



employees may not legally engage in rendering Proprietary Software Maintenance without violating the software manufacturer's copyrights, trademarks, trade secrets, and/or patents. However, where the contract requires services that go beyond maintaining the software's operability, Civil Service approval shall be required to ensure that the outsourcing of such services to non-City employees is necessary and/or appropriate.

**Definition 3: Proprietary Equipment Installation and Maintenance**

**What is included:** For the purpose of this CSC continuing approval only, Proprietary Equipment Installation and Maintenance refers to those installation and maintenance services which must be performed exclusively by the equipment's manufacturer (or an entity authorized by the manufacturer) to ensure the warranties associated with the proprietary equipment are not voided.

**What is not included:** For the purpose of this CSC approval, Proprietary Equipment Installation and Maintenance does NOT include those situations where a warranty shall not be voided due to installation and maintenance by City employees.

**Justification:** Based on this narrow definition, Continuing CSC approval is justified because Proprietary Equipment Installation and Maintenance Services can never be performed by Civil Service employees without voiding the manufacturer's warranties. However, where the rendering of services by someone other than the equipment manufacturer (or entities authorized by the manufacturer) does not void the manufacturer's warranty, Civil Service approval shall be required to ensure that the outsourcing of such services to non-City employees is necessary and/or appropriate.

Requesting Department	SN Record ID	Submitted to OCA on	Version	Dept. Contract Admin	Dept. Contract Admin Supervisor	PS Contract ID	Department Contract ID (Optional)	Contract Overview	Executed Contract Start Date	Executed Contract End Date	Executed Contract NTE	CSC Continuing Amount
ASR	OCACON0001731	2022-07-07 16:22:44	1.0	William Wu	Molly Peterson	1000024751		BMI Imaging Systems- Recording image storage and retrieval.	2022-07-01	2027-06-30	\$117,000.00	\$117,000.00
LIB	OCACON0001754	2022-07-14 14:47:52	1.0	Marcus Lange	Mike Fernandez	1000003116		Siemens Industry (contractor) to provide equipment/maintenance service for fire alarm and life safety system located at 100 Larkin St., SF 94102; 3rd amendment extending term and adding funds. Siemens Industry Inc. is the original manufacturer and installer of all the components of the Fire Life Safety system. Library has over 2000 separate devices that can only be replaced with Siemens equipment to maintain an operating Fire Life Safety System that meets Building Code, Fire Code and is UL approved. Siemens must either perform the testing of all the system components or subcontract the vendor that is testing all or a portion of the components	2016-07-01	2025-06-30	\$1,209,570.00	\$1,209,570.00
DPW	OCACON0001871	2022-08-17 17:11:35	1.0	Belle Macaranas	Alexander Burns	1000000849	179916	SaaS hosting services for utility excavation coordination software to coordinate all construction and other permitted activities in the public right of way.  Please note: Use of OCA's CSC continuing approval is for the current Contract Amendment #6 amount of \$27,395 for SaaS software hosting.	2012-08-27	2022-08-24	\$926,211.00	\$27,395.00
ADM	OCACON0001275	2022-08-31 13:51:02	1.0	Norman Liang	Jonathan Jew	1000015124	TC94100	As-Needed Catalogue of On-Prem Autodesk NonCloud Software and Support – Contract NTE is \$4,500,000. As per industry standard, Software Licenses are estimated to be 80% of the total contract value. Software Support is estimated to be 20% of the Contract Value.	2019-07-01	2025-06-30	\$4,500,000.00	\$900,000.00
LIB	OCACON0001868	2022-09-12 08:05:43	1.0	Marcus Lange	Michael Lambert	1000003117		Equipment Maintenance agreement (Chapter 21.30) between Johnson Controls, Inc. and SFPL for the Main Library's security system (Proprietary, Johnson Controls, Inc.'s (JC) P2000 security management system). SFPL is requesting an amendment on the agreement to update contract term and add \$214,415 to the NTE, for a total NTE of \$1,011,620.23.	2015-09-01	2023-08-31	\$1,011,620.23	\$1,011,620.23
ADM	OCACON0001805	2022-10-20 18:59:34	1.0	Ian Fernando	Wilton Alderman	1000018347	TC10101	Software Equipment Maintenance & Support for Chameleon Program	2020-01-01	2027-12-31	\$200,000.00	\$200,000.00
LIB	OCACON0002077	2022-11-22 11:21:23	1.0	Marcus Lange	Mike Fernandez	1000003138		Tractel Inc services the swingstage system (TravSafe Fall Prevention System) which is the equipment used to lower window washers down the side of the Main Library from the roof. It is impartive that this equipment gets regularly maintained and certified to ensure the safety of the workers using it. The TravSafe Fall Prevention System installed is proprietary to Tractel Inc, and they are the only ones authorized to maintain it. . As per the supplier: 1. Tractel is the original designer and manufacturer of this equipment, and we have access to all of the Engineering and Fabrication documentation should it be necessary to duplicate special components. This equipment is proprietary to Tractel. 2. Tractel is the sole source for genuine Tractel replacement parts and factory-authorized service for the Tirak dual reeler hoists that are installed on our scaffolds. 3. Warranty will be voided if another company/individual will work on the equipment other than a Tractel trained technician.	2016-12-01	2026-11-30	\$182,795.00	\$182,795.00



TIS	OACON0002026	2022-12-14 08:22:39 1.0	Kenneth Edhammer	Hao Xie	1000018359	<p>Cloud subscription to Pictometry International , the sole provider of a unique set of high resolution (4 inch per pixel) digital ortho and oblique aerial photography, which combined with its Pictometry Online viewing application, allows City users to view imagery at all angles from 2002 to 2019. The City has used and continues to use this dataset in the maintenance and updates of the City's Enterprise Geographic Information System (GIS). Typical uses of the data are emergency response reconnaissance, building permit violations, court exhibits, right-of-way management and situational awareness for public event planning and police action. Over 20 City departments, including Public Works, City Planning, Fire, Police, currently utilize the over 2 terabytes of imagery collected.</p> <p>This is amendment #1 locks in reduced pricing, increases the Not to Exceed, and exercises City's option to extend the contract through 2025.</p> <p>DT is using OCA's continuing CSC approval for cloud subscriptions for the full contract amount. Prior CSC approval was not obtained because it was not required for cloud licenses at the time of contract execution.</p>	2020-07-01	2025-06-30	\$251,021.00	\$251,021.00
									<u>\$8,398,217.23</u>	<u>\$3,899,401.23</u>

Continuing PSC #11945, 10-21 - Sample Request from LIB to OCA

**From:** [CCSF IT Service Desk](#)  
**To:** [Cunha, John \(LIB\)](#); [Moayed, Taraneh \(ADM\)](#); [Lange, Marcus \(LIB\)](#); [ADM-CSC Unions List](#); [Castro, Angel \(LIB\)](#); [Yoshida, Shirley \(LIB\)](#)  
**Subject:** Use of OCA's Continuing CSC Approval (OCACON0002077, PS Contract ID: 1000003138) - LIB  
**Date:** Monday, November 28, 2022 12:53:24 PM  
**Attachments:** [information\\_severity\\_ws\\_icon.png](#)  
[ccsfLogoPic.png](#)  
[Vendor Letter Confirming Sole Source.pdf](#)  
[Appendix B-2 Calculation of Charges.docx](#)  
[Document Checklist.pdf](#)  
[P-550 \(1-22\) Amendment Tractel draft.doc](#)  
[Tractel Amendment 1 and original executed Contract.pdf](#)

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## Chapter 21 Contract Management

### Office of Contract Administration

You are receiving this notification because a City department has elected to use OCA's Continuing CSC Approval for Proprietary Software as a Service, Proprietary Software Support, or Proprietary Equipment Maintenance/Installation in lieu of a full CSC Commission Hearing.

The contract has been assigned to an OCA buyer and is currently pending review and approval. Attached to this request is a copy of the proposed contract and letter from supplier confirming the proprietary nature of the Software as a Service, Proprietary Software Support, or Proprietary Equipment Maintenance/installation. Should you object to the use of CSC Continuing Approval for this contract, please reply to OCA buyer **Taraneh Moayed** within 3 business days from this request.

Upon receiving your objection, OCA will hold the contract until such time a resolution has been reached between the requesting City department and the objecting union(s).

#### Request details:

**Number:** OCACON0002077

**Requesting Department:** LIB

**Dept. Contract Admin:** Marcus Lange

**Dept. Contract Admin email:** [marcus.lange@sfpl.org](mailto:marcus.lange@sfpl.org)

**Dept. Contract Admin Phone:** +16282553573

**Supplier Name:** TRACTEL INC - SWINGSTAGE DIVISION WEST

**Supplier ID:** 0000009297

**PS Contract ID:** 1000003138

**Executed Contract Start Date:** 2016-12-01

**Executed Contract End Date:** 2026-11-30

**Executed Contract NTE:** \$182,795.00

**CSC Continuing Amount:** \$182,795.00

**OCA's CSC Continuing Approval for:**

✔ Proprietary Equipment Maintenance to Preserve Manufacturer Warranties

**Contract Overview:** Tractel Inc services the swingstage system (TravSafe Fall Prevention System) which is the equipment used to lower window washers down the side of the Main Library from the roof. It is imperative that this equipment gets regularly maintained and certified to ensure the safety of the workers using it. The TravSafe Fall Prevention System installed is proprietary to Tractel Inc, and they are the only ones authorized to maintain it. . As per the supplier: 1. Tractel is the original designer and manufacturer of this equipment, and we have access to all of the Engineering and Fabrication documentation should it be necessary to duplicate special components. This equipment is proprietary to Tractel. 2. Tractel is the sole source for genuine Tractel replacement parts and factory-authorized service for the Tirak dual reeler hoists that are installed on our scaffolds. 3. Warranty will be voided if another company/individual will work on the equipment other than a Tractel trained technician.

Ref:TIS3872156\_6TzehEcPPIuZ4N14t8XO



## Contract Management

Office of Contract Administration

### PEOPLESOFT DOCUMENT CHECKLIST

Based on your responses, below is a list of required supporting documents that you are **REQUIRED** to upload in PeopleSoft for this contract.

**Dept. Contract Admin : Marcus Lange**

**ServiceNow Contract # : OCACON0002077 v0.01**

**PeopleSoft Contract ID : 1000003138**

**Contract Amendment Number: Second**

**Contract NTE : 182795**

**Contract Start Date : 2016-12-01**

**Contract End Date : 2026-11-30**

#	Document List
1	Original Agreement and all Executed Amendments (unless previously uploaded)
2	CMD 14B LBE Participation Waiver [Approved Amount: \$182,795.00 End Date: 2026-11-30]
3	Redlined Copy of Original Agreement (Unless previously uploaded)
4	All approved OCA waiver(s) to date
5	Evidence that FSHP Form sent to OEWD (Required for each Amendment)

<b>6</b>	<b>General Liability [Contract Amount: \$1,000,000.00 Policy Amount: \$0.00]</b>
<b>7</b>	<b>Auto Liability [Contract Amount: \$1,000,000.00 Policy Amount: \$0.00]</b>
<b>8</b>	<b>Workers Compensation [Contract Amount: \$1,000,000.00 Policy Amount: \$0.00]</b>

Jesse Chang  
Engineering Department  
San Francisco Public Library  
100 Larkin Street  
San Francisco, CA 94102

Subject: Proprietary Letter, Job 9776

Jesse,

I would like to submit for your consideration our qualifications as a “Proprietary Contractor” for the Scheduled Maintenance and Repair of the Exterior Building Maintenance Equipment located at San Francisco Main Public Library.

1. Tractel is the original designer and manufacturer of this equipment, and we have access to all of the Engineering and Fabrication documentation should it be necessary to duplicate special components. This equipment is proprietary to Tractel.
2. We are the sole source for genuine Tractel replacement parts and factory-authorized service for the Tirak dual reeler hoists that are installed on our scaffolds.
3. Warranty will be voided if another company/individual will work on the equipment other than a Tractel trained technician.
4. Our technicians are factory-trained and certified to work on your equipment. Our competitors are not.
5. We have access to all of the special tools required for the proper tensioning of the “TravSafe” fall prevention systems that are installed on your roof areas. Because of the specialized and critical nature of this equipment, these tools are not available to our competitor.

Sincerely,

Kirit Parmar

A handwritten signature in black ink, appearing to read "Kirit Parmar".

Area Supervisor- San Francisco, CA  
[kirit.parmar@tractel.com](mailto:kirit.parmar@tractel.com)



Appendix B-2  
Calculation of Charges

1. Maintenance Fees

**December 1, 2023, to November 30, 2023**

**Platform Annual**

Annual Inspection \$3,750.00

Preuse Inspection as needed \$2,450.00

**Annual Inspection**

Davits/ Safety Tie Backs/ Rolling Atrium \$2,368.00

Ladder/Outriggers

**Total \$8,568.00**

**December 1, 2024, to November 30, 2025**

**Platform Annual**

Annual Inspection \$3,950.00

Preuse Inspection as needed \$2,550.00

**Annual Inspection**

Davits/ Safety Tie Backs/ Rolling Atrium \$2,486.00

Ladder/Outriggers

**Total \$8,986.00**

**December 1, 2025, to November 30, 2026**

**Platform Annual**

Annual Inspection \$4,150.00

Preuse Inspection as needed \$2,675.00

**Annual Inspection**

Davits/ Safety Tie Backs/ Rolling Atrium \$2,486.00

Ladder/Outriggers

**Total \$9,311.00**

2. Emergency Service Not Covered by Maintenance: \$34,500.87

2<sup>nd</sup> Amendment Not-To-Exceed Total: \$61,365.87

1<sup>st</sup> Amendment Not-To-Exceed Total: \$44,914.13

Original Agreement Not-To-Exceed: \$76,515.00

**Total Agreement Not-To-Exceed: \$182,795.00**



**City and County of San Francisco  
Office of Contract Administration  
Purchasing Division**

**Second Amendment**

THIS AMENDMENT (this “Amendment”) is made as of **November 11, 2022**, in San Francisco, California, by and between **Tractel Inc. – Swingstage Division West** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

RECITALS

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to **extend the performance period, increase the contract amount, and update standard contractual clauses**]; and

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through **[specify the procurement vehicle such as RFP or RFQ and date issued, or state the exception to competitive procurement and date granted]** and this modification is consistent therewith; and

NOW, THEREFORE, Contractor and the City agree as follows;

NOW, THEREFORE, Contractor and the City agree as follows:

**1. Definitions.** The following definitions shall apply to this Amendment:

**1a. Agreement.** The term “Agreement” shall mean the Agreement dated **October 17, 2016** between Contractor and City, as amended by the:

**First amendment,** dated **February 10, 2022**, and  
**this Second amendment,** dated **November 11, 2022**

**1b. Contract Monitoring Division.** Effective July 28, 2012, with the exception of Sections 14B.9(D) and 14B.17(F), all of the duties and functions of the Human Rights Commission under Chapter 14B of the Administrative Code (LBE Ordinance) were transferred to the City Administrator, Contract Monitoring Division (“CMD”). Wherever “Human Rights Commission” or “HRC” appears in the Agreement in reference to Chapter 14B of the Administrative Code or its implementing Rules and Regulations, it shall be construed to mean “Contract Monitoring Division” or “CMD” respectively.

**1c. Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

**2. Modifications to the Agreement.** The Agreement is hereby modified as follows:

**2a. Section 2.** Section 2 **Term of the Agreement of the Agreement** currently reads as follows:

**2. Term of the Agreement.** Subject to Section 1, the term of this Agreement shall be from **December 1, 2016 to November 30, 2022.**

*Such section is hereby amended in its entirety to read as follows:*

**2. Term of the Agreement.** Subject to Section 1, the term of this Agreement shall be from **December 1, 2016 to November 30, 2026.**

**2b. Section 4.** Section 4 **City's Payment Obligation of the Agreement** currently reads as follows:

**4. City's Payment Obligation.** The City will make a good faith effort to pay all invoices within 30 days of billing. In no event will the City pay any late fees or charges for payments made after the 30 day period. Contractor and the City understand and intend that the obligations of the City to pay maintenance charges hereunder shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of the City. The City shall pay maintenance charges, exclusively from legally available funds, to Contractor or, in the event of an authorized assignment by Contractor to its assignee, according to the terms of this Agreement, upon presentation of invoices furnished by Contractor in a form acceptable to the Controller. Payments will be made by warrant drawn on the Treasurer of the City. Maintenance Payments shall be in consideration for the maintenance services provided by Contractor during the applicable fiscal year in which such payments are due. In no event shall the amount of this Agreement **exceed One Hundred Twenty One Thousand Four Hundred Twenty Nine Dollars and Thirteen Cents (\$121,429.13)**. The breakdown of costs associated with this Agreement is provided for in Appendix B, Appendix B-1 "Calculation of Charges."

*Such section is hereby amended in its entirety to read as follows:*

**4. City's Payment Obligation.** The City will make a good faith effort to pay all invoices within 30 days of billing. In no event will the City pay any late fees or charges for payments made after the 30 day period. Contractor and the City understand and intend that the obligations of the City to pay maintenance charges hereunder shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of the City. The City shall pay maintenance charges, exclusively from legally available funds, to Contractor or, in the event of an authorized assignment by Contractor to its assignee, according to the terms of this Agreement, upon presentation of invoices furnished by Contractor in a form acceptable to the Controller. Payments will be made by warrant drawn on the Treasurer of the City. Maintenance Payments shall be in consideration for

the maintenance services provided by Contractor during the applicable fiscal year in which such payments are due. In no event shall the amount of this Agreement **exceed One Hundred Eighty-Two Thousand Seven-Hundred and Ninety-Five Dollars (\$182,795)**. The breakdown of costs associated with this Agreement is provided for in Appendix B-2 “Calculation of Charges.”

**2c. Section 17. Section 17 Assignment of the Agreement currently reads as follows:**

**17. Assignment.** Notwithstanding any other provision in this Agreement, in no event shall all or any portion of this Agreement be assigned without the prior written approval of Purchasing and the City Attorney.

**Such section is hereby amended in its entirety to read as follows:**

**17. Assignment.** The Services to be performed by Contractor are personal in character. Neither this Agreement, nor any duties or obligations hereunder, may be directly or indirectly assigned, novated, hypothecated, transferred, or delegated by Contractor, or, where the Contractor is a joint venture, a joint venture partner, (collectively referred to as an “Assignment”) unless first approved by City by written instrument executed and approved in the same manner as this Agreement in accordance with the Administrative Code. The City’s approval of any such Assignment is subject to the Contractor demonstrating to City’s reasonable satisfaction that the proposed transferee is: (i) reputable and capable, financially and otherwise, of performing each of Contractor’s obligations under this Agreement and any other documents to be assigned, (ii) not forbidden by applicable law from transacting business or entering into contracts with City; and (iii) subject to the jurisdiction of the courts of the State of California. A change of ownership or control of Contractor or a sale or transfer of substantially all of the assets of Contractor shall be deemed an Assignment for purposes of this Agreement. Contractor shall immediately notify City about any Assignment. Any purported Assignment made in violation of this provision shall be null and void.

**2d. Prevailing Wage. The following is hereby added to the Agreement as Section 43:**

**43. Payment of Prevailing Wages**

**43.1. Covered Services.** Services to be performed by Contractor under this Agreement may involve the performance of trade work covered by the provisions of Section 6.22(e) [Prevailing Wages] of the Administrative Code or Section 21C [Miscellaneous Prevailing Wage Requirements] (collectively, “Covered Services”). The provisions of Section 6.22(e) and 21C of the Administrative Code are incorporated as provisions of this Agreement as if fully set forth herein and will apply to any Covered Services performed by Contractor and its subcontractors.

**43.2. Wage Rates.** The latest prevailing wage rates for private employment on public contracts as determined by the San Francisco Board of Supervisors and the Director of the California Department of Industrial Relations, as such prevailing wage rates may be changed during the term of this Agreement, are hereby incorporated as provisions of this Agreement. Copies of the prevailing wage rates as fixed and determined by the Board of Supervisors are available from the Office of Labor Standards and Enforcement (“OLSE”) and on the Internet at <http://www.dir.ca.gov/DLSR/PWD> and <http://sfgov.org/olse/prevailing-wage>. Contractor agrees

that it shall pay not less than the prevailing wage rates, as fixed and determined by the Board, to all workers employed by Contractor who perform Covered Services under this Agreement.

**43.3. Subcontract Requirements.** As required by Section 6.22(e)(5) of the Administrative Code, Contractor shall insert in every subcontract or other arrangement, which it may make for the performance of Covered Services under this Agreement, a provision that said subcontractor shall pay to all persons performing labor in connection with Covered Services under said subcontract or other arrangement not less than the highest general prevailing rate of wages as fixed and determined by the Board of Supervisors for such labor or services.

**43.4. Posted Notices.** As required by Section 1771.4 of the California Labor Code, Contractor shall post job site notices prescribed by the California Department of Industrial Relations (“DIR”) at all job sites where services covered by Chapter 6.22 are to be performed.

**43.5. Payroll Records.** As required by Section 6.22(e)(6) of the Administrative Code and Section 1776 of the California Labor Code, Contractor shall keep or cause to be kept complete and accurate payroll records for all trade workers performing Covered Services. Such records shall include the name, address and social security number of each worker who provided Covered Services on the project, including apprentices, his or her classification, a general description of the services each worker performed each day, the rate of pay (including rates of contributions for, or costs assumed to provide fringe benefits), daily and weekly number of hours worked, deductions made and actual wages paid. Every subcontractor who shall undertake the performance of any part of Covered Services shall keep a like record of each person engaged in the execution of Covered Services under the subcontract. All such records shall at all times be available for inspection of and examination by the City and its authorized representatives and the DIR.

**43.6. Certified Payrolls.** Certified payrolls shall be prepared pursuant to Administrative Code Section 6.22(e)(6) and California Labor Code Section 1776 for the period involved for all employees, including those of subcontractors, who performed labor in connection with Covered Services. Contractor and each subcontractor performing Covered Services shall submit certified payrolls to the City and to the DIR electronically. Contractor shall submit payrolls to the City via the reporting system selected by the City. The DIR will specify how to submit certified payrolls to it. The City will provide basic training in the use of the reporting system at a scheduled training session. Contractor and all subcontractors that will perform Covered Services must attend the training session. Contractor and applicable subcontractors shall comply with electronic certified payroll requirements (including training) at no additional cost to the City.

**43.7. Compliance Monitoring.** Covered Services to be performed under this Agreement are subject to compliance monitoring and enforcement of prevailing wage requirements by the DIR and /or the OLSE. Contractor and any subcontractors performing Covered Services will cooperate fully with the DIR and/or the OLSE and other City employees and agents authorized to assist in the administration and enforcement of the prevailing wage requirements, and agrees to take the specific steps and actions as required by Section 6.22(e)(7) of the Administrative Code. Steps and actions include but are not limited to requirements that: (i) the Contractor will cooperate fully with the Labor Standards Enforcement Officer and other City employees and agents authorized to assist in the administration and enforcement of the Prevailing Wage requirements and other labor standards imposed on Public Works Contractor by

the Charter and Chapter 6 of the San Francisco Administrative Code; (ii) the Contractor agrees that the Labor Standards Enforcement Officer and his or her designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the Contractor, employee time sheets, inspection logs, payroll records and employee paychecks; (iii) the contractor shall maintain a sign-in and sign-out sheet showing which employees are present on the job site; (iv) the Contractor shall prominently post at each job-site a sign informing employees that the project is subject to the City's Prevailing Wage requirements and that these requirements are enforced by the Labor Standards Enforcement Officer; and (v) that the Labor Standards Enforcement Officer may audit such records of the Contractor as he or she reasonably deems necessary to determine compliance with the Prevailing Wage and other labor standards imposed by the Charter and this Chapter on Public Works Contractors. Failure to comply with these requirements may result in penalties and forfeitures consistent with analogous provisions of the California Labor Code, including Section 1776(g), as amended from time to time.

**43.8. Remedies.** Should Contractor, or any subcontractor who shall undertake the performance of any Covered Services, fail or neglect to pay to the persons who perform Covered Services under this Contract, subcontract or other arrangement for the Covered Services, the general prevailing rate of wages as herein specified, Contractor shall forfeit, and in the case of any subcontractor so failing or neglecting to pay said wage, Contractor and the subcontractor shall jointly and severally forfeit, back wages due plus the penalties set forth in Administrative Code Section 6.22 (e) and/or California Labor Code Section 1775. The City, when certifying any payment which may become due under the terms of this Agreement, shall deduct from the amount that would otherwise be due on such payment the amount of said forfeiture.

**2e. Appendix B-2 Calculation of Charges.** Appendix B-1 Calculation of Charges is hereby replaced in its entirety by Appendix B-2 Calculation of Charges, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix B or Appendix B-1 in any place, the true meaning shall be Appendix B-2, which is a correct and updated version.

**3. Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after **the date of this Amendment.**

**4. Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

**CITY**

**CONTRACTOR**

Recommended by:

Tractel Inc. – Swingstage Division West

---

Michael Lambert  
City Librarian  
Public Library

---

Kirit Parmar  
Service Supervisor

City vendor number: 0000009 [REDACTED]

Approved as to Form:

David Chiu  
City Attorney

By: \_\_\_\_\_  
Christina Fletes-Romo  
Deputy City Attorney

Approved:

---

Sailaja Kurella  
Director of the Office of Contract  
Administration, and Purchaser

Attached:



**City and County of San Francisco  
Office of Contract Administration  
Purchasing Division**

**First Amendment  
PeopleSoft Contract ID 1000003138**

THIS AMENDMENT (this "Amendment") is made as of **February 10, 2020**, in San Francisco, California, by and between **Tractel Inc. – Swingstage Division West** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

**RECITALS**

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the performance period, increase the contract amount, and update standard contractual clauses;

NOW, THEREFORE, Contractor and the City agree as follows:

**1. Definitions.** The following definitions shall apply to this Amendment:

**1a. Agreement.** The term "Agreement" shall mean the Agreement dated October 17, 2016, between Contractor and City, as amended by this First Amendment dated February 10, 2020.

**1b. Contract Monitoring Division.** Effective July 28, 2012, with the exception of Sections 14B.9(D) and 14B.17(F), all of the duties and functions of the Human Rights Commission under Chapter 14B of the Administrative Code (LBE Ordinance) were transferred to the City Administrator, Contract Monitoring Division ("CMD"). Wherever "Human Rights Commission" or "HRC" appears in the Agreement in reference to Chapter 14B of the Administrative Code or its implementing Rules and Regulations, it shall be construed to mean "Contract Monitoring Division" or "CMD" respectively.

**1c. Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

**2. Modifications to the Agreement.** The Agreement is hereby modified as follows:

**2a. Section 2 Term of the Agreement.** Section 2 Term of the Agreement of the Agreement currently reads as follows:

**2. Term of the Agreement.** Subject to Section 1, the term of this Agreement shall be from **December 1, 2016 to November 30, 2019**. In addition, the City shall have one option to extend the term for a period of three years to provide the services set forth in Appendix A, "Description of Services," provided that the "Maintenance Fees" for subsequent years as listed in Appendix B, "Calculation of Charges" shall be no more than 3% greater than the fee for the immediately prior year. The City may exercise this option at its sole absolute discretion.

**Such section is hereby amended in its entirety to read as follows:**

**2. Term of the Agreement.** Subject to Section 1, the term of this Agreement shall be from **December 1, 2016 to November 30, 2022**.

**2b. Section 4 City's Payment Obligation.** Section 4 City's Payment Obligation of the Agreement currently reads as follows:

**4. City's Payment Obligation.** The City will make a good faith effort to pay all invoices within 30 days of billing. In no event will the City pay any late fees or charges for payments made after the 30 day period. Contractor and the City understand and intend that the obligations of the City to pay maintenance charges hereunder shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of the City. The City shall pay maintenance charges, exclusively from legally available funds, to Contractor or, in the event of an authorized assignment by Contractor to its assignee, according to the terms of this Agreement, upon presentation of invoices furnished by Contractor in a form acceptable to the Controller. Payments will be made by warrant drawn on the Treasurer of the City. Maintenance Payments shall be in consideration for the maintenance services provided by Contractor during the applicable fiscal year in which such payments are due. In no event shall the amount of this Agreement **exceed Seventy Six Thousand, Five Hundred and Fifteen Dollars (\$76,515)**. The breakdown of costs associated with this Agreement is provided for in Appendix B "Calculation of Charges."

**Such section is hereby amended in its entirety to read as follows:**

**4. City's Payment Obligation.** The City will make a good faith effort to pay all invoices within 30 days of billing. In no event will the City pay any late fees or charges for payments made after the 30 day period. Contractor and the City understand and intend that the obligations of the City to pay maintenance charges hereunder shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of the City. The City shall pay maintenance charges, exclusively from legally available funds, to Contractor or, in the event of an authorized assignment by Contractor to its assignee, according to the terms of this Agreement, upon presentation of invoices furnished by Contractor in a form acceptable to the Controller. Payments will be made by warrant drawn on



the Treasurer of the City. Maintenance Payments shall be in consideration for the maintenance services provided by Contractor during the applicable fiscal year in which such payments are due. In no event shall the amount of this Agreement **exceed One Hundred Twenty One Thousand Four Hundred Twenty Nine Dollars and Thirteen Cents (\$121,429.13)**. The breakdown of costs associated with this Agreement is provided for in Appendix B, Appendix B-1 "Calculation of Charges."

**2c. Limitations on Contributions.** Section 18 Limitations on Contributions is hereby replaced in its entirety as follows:

**18. Limitations on Contributions.** By executing this Agreement, Contractor acknowledges its obligations under section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of 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, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. 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 10% in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

**2d. Withholding.** Section **16.a Withholding** is hereby added to Section 16 "Taxes" to read as follows:

**16.a Withholding.** Contractor agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

**2e. Appendix B-1. Calculation of Charges.** Appendix B of the Agreement is hereby amended to add Appendix B-1 and is attached to this Amendment.

**3. Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

**4. Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

**CITY**

**CONTRACTOR**

Recommended by:

**Tractel Inc. – Swingstage Division West**

DocuSigned by:  
*Michael Lambert*  
C0DF0B3992E246F...

DocuSigned by:  
*[Signature]*  
09C526012BD24B6...

**Michael Lambert**  
**City Librarian**  
**San Francisco Public Library**

**Kirit Parmar**  
**Service Supervisor**  
**7 Mt.Lassen Drive, Suite D-132**  
**San Rafael, CA. 94903**

City vendor number: 0000009

Approved as to Form:

Dennis J. Herrera  
City Attorney

By: DocuSigned by:  
*Bradley A. Russi*  
59C988440A414B4...  
**Bradley A. Russi**  
Deputy City Attorney

Approved:

DocuSigned by:  
*Shawn Peters*  
C13CDA276251449...  
**Alaric Degrafinried**  
Director of the Office of Contract  
Administration, and Purchaser

**Appendix B-1  
Calculation of Charges**

1. Maintenance Fees:

December 1, 2019 – November 30, 2020

Annual Inspection	\$2,592.68	
Secondary Brake Rebuild Fee	\$720.36	
Pre-Use Inspection	\$1,488.32	
Total for Year 1		\$4,801.36

December 1, 2020 – November 30, 2021

Annual Inspection	\$2,683.42	
Secondary Brake Rebuild Fee	\$745.57	
Pre-Use Inspection	\$1,540.42	
Total for Year 2		\$4,969.41

December 1, 2020 – November 30, 2022

Annual Inspection	\$2,777.34	
Secondary Brake Rebuild Fee	\$771.68	
Pre-Use Inspection	\$1,594.34	
Total for Year 3		\$5,143.36

Maintenance Total		\$14,914.13
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2. Emergency Service Not Covered by Maintenance: \$30,000

**Amendment Total: \$44,914.13**

**Agreement Amount: \$121,429.13**

**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**

**Equipment Maintenance Agreement**

This Agreement is made this 17<sup>th</sup> day of October 2016, in the City and County of San Francisco, State of California, by and between: **Tractel Inc. – Swingstage Division West**, hereinafter referred to as “Contractor,” and the City and County of San Francisco, a municipal corporation, hereinafter referred to as “City,” acting by and through its Director of the Office of Contract Administration or the Director’s designated agent, hereinafter referred to as “Purchasing.”

**Recitals**

WHEREAS, the Public Library (“Department”) wishes to enter into a contract with Contractor to maintain the Department’s exterior window washing system that is proprietary to Contractor; and,

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

NOW, THEREFORE, City and Contractor agree as follows:

**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 City's Controller, and any amount of the 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 in the event 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.

This Section shall control against any and all other provisions of this Agreement.

**2. Term of the Agreement.** Subject to Section 1, the term of this Agreement shall be from **December 1, 2016 to November 30, 2019**. In addition, the City shall have one option to extend the term for a period of three years to provide the services set forth in Appendix A, "Services to be Provided by Contractor," provided that the “Maintenance Fees” for subsequent years as listed in Appendix B, “Calculation of Charges” shall be no more than 3% greater than the fee for the immediately prior year. The City may exercise this option at its sole absolute discretion.

**3. No Automatic Renewal.** Notwithstanding anything to the contrary contained in this Agreement (including, without limitation, any terms and conditions of Contractor attached hereto): (a) in no event shall the term of this Agreement be longer than the initial term expressly stated in this Agreement; (b) any automatic renewal or extension (whether or not conditioned upon any notice or absence thereof from either party) or any similar “evergreen” provision shall be deemed null and void ab initio; and (c) the term of this Agreement shall not be extended or renewed except by written agreement duly authorized, executed and delivered by City. In the event of any inconsistency within this Agreement relating to the



duration of the initial term hereof, the shorter initial term shall govern. If no initial term is stated in this Agreement, then the term shall be one year from the date on which the term commences.

**4. City's Payment Obligation.** The City will make a good faith effort to pay all invoices within 30 days of billing. In no event will the City pay any late fees or charges for payments made after the 30 day period. Contractor and the City understand and intend that the obligations of the City to pay maintenance charges hereunder shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of the City. The City shall pay maintenance charges, exclusively from legally available funds, to Contractor or, in the event of an authorized assignment by Contractor to its assignee, according to the terms of this Agreement, upon presentation of invoices furnished by Contractor in a form acceptable to the Controller. Payments will be made by warrant drawn on the Treasurer of the City. Maintenance Payments shall be in consideration for the maintenance services provided by Contractor during the applicable fiscal year in which such payments are due. In no event shall the amount of this Agreement exceed **Seventy Six Thousand, Five Hundred and Fifteen Dollars (\$76,515)**. The breakdown of costs associated with this Agreement is provided for in Appendix B "Calculation of Charges."

**5. Guaranteed Maximum Costs.** The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by laws governing emergency procedures, officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law. Officers and employees of the City are not authorized to offer or promise, nor is the City required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

**6. Submitting False Claims; Monetary Penalties.** Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (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.

**7. Force Majeure.** Contractor shall not be liable for failure to maintain Equipment when such failure is due to causes beyond its reasonable control, such as acts of God, acts of civil or military authority, fires, strikes, floods, epidemics, quarantine, war, riot, delays in transportation, care shortages, and inability due to causes beyond its reasonable control to obtain necessary labor, materials or manufacturing facilities, and in such event the Contractor shall perform as soon as such cause is removed.

**8. Indemnification.** Contractor shall indemnify and save harmless the City from and against any and all loss, cost, damage, injury, liability, and claims, including those arising out of injury to or death of a person, or loss of or damage to property, arising directly or indirectly from Contractor's 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 in effect on or validly retroactive to the date of this Agreement and except where such loss, damage, injury, liability or claim is the result of 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 contract on, Contractor, its subcontractor 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. 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; this 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 attorney's 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 of any person or persons in consequence of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

**9. Liability for Damage to Equipment.** It is understood and agreed that the City is responsible for loss of or damage to any Contractor owned equipment involved, only as caused by the negligent or wrongful actions of City's officers, agents and employees.

**10. 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. Nothing in this agreement shall constitute a waiver or limitation of any rights which City may have under applicable law.

**11. Insurance**

a. 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:

1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

3) 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.

b. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

2) 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.

c. Regarding Workers' Compensation, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.



The Workers' Compensation policy 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.

d. All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in the "Notices to the Parties" section.

e. 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.

f. 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.

g. 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.

h. Before commencing any operations under this Agreement, 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. Failure to maintain insurance shall constitute a material breach of this Agreement.

i. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

**12. Provisions Controlling.** Contractor further agrees that in the event of conflicting language between this "Equipment Maintenance Agreement" and Contractor's printed form should any be attached, the provisions of this "Equipment Maintenance Agreement" shall take precedence.

**13. Contractor's Default.** Failure or refusal of Contractor to perform or do any act herein required shall constitute a default. In the event of any default, in addition to any other remedy available to City, this Contract may be terminated by City upon ten days written notice. Such termination does not waive any other legal remedies available to City.

#### **14. Termination**

a. **Termination for Cause.** In the event Contractor fails to perform any of its obligations under this Agreement, this Agreement may be terminated and all of Contractor's rights hereunder ended. Termination will be effective after ten days written notice to Contractor. No new work will be undertaken after the date of receipt of any notice of termination, or five days after the date of the notice, whichever is earlier. In the event of such termination, Contractor will be paid for those services performed under this Agreement to the satisfaction of the City, up to the date of termination. However, City may offset from any such amounts due Contractor any liquidated damages or other costs City has or will incur due to Contractor's non-performance. Any such offset by City will not constitute a waiver of any other remedies City may have against Contractor for financial injury or otherwise.

b. **Termination for Convenience.** City may terminate this Agreement for City's convenience and without cause at any time by giving Contractor thirty days written notice of such termination. In the event of such termination, Contractor will be paid for those services performed,



pursuant to this Agreement, to the satisfaction of the City up to the date of termination. In no event will City be liable for costs incurred by Contractor after receipt of a notice of termination. Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, or any other cost which is not reasonable or authorized under this section. This section shall not prevent Contractor from recovering costs necessarily incurred in discontinuing further work under the contract after receipt of the termination notice.

c. **Obligations upon Termination.** Upon termination of this Agreement, Contractor will submit an invoice to City for an amount which represents the value of its work or services actually performed prior to the effective date of termination for which Contractor has not previously been compensated, except that with respect to reimbursement for Contractor's services, in no event will the compensation paid for the month in which termination occurs be greater than the scheduled monthly fee multiplied by a fraction, the numerator of which will be the days in the month elapsed prior to the termination and the denominator of which shall be 31. Upon approval and payment of this invoice by City, City shall be under no further obligation to Contractor monetarily or otherwise.

d. **Survival.** This section and the following sections of this Agreement shall survive termination or expiration of this Agreement

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|---|--|
| 6. Submitting False Claims; Monetary Penalties. | 15. Audit and Inspection of Records.   |
| 8. Indemnification.                             | 16. Taxes.                             |
| 9. Liability for Damage to Equipment.           | 21. Waiver.                            |
| 10. Incidental and Consequential Damages.       | 22. Governing Law.                     |
| 11. Insurance                                   | 23. Entire Agreement; Modifications.   |
| 12. Provisions Controlling.                     | 38. Protection of Private Information. |

**15. 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 work under this Agreement. 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 less 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 of this Agreement shall have the same rights conferred upon City by this Section.

**16. Taxes.** The City will only pay California sales and use taxes. The Contractor is to add California sales and use taxes, if appropriate and lawful, to the monthly payment and the tax must be properly identified on each monthly invoice. Any other taxes now in effect which may be levied upon this Agreement, the transaction, or the Equipment or services delivered pursuant hereto shall be borne by the Contractor. In the event any taxes or charges are enacted after the date of execution of this Agreement, those taxes or charges shall be borne as mutually agreed. The Contractor will indemnify and hold City harmless from any fines, penalties or interest thereon imposed during the Agreement term or in connection with termination of the Agreement by any federal, State or local government or taxing authority. The taxes covered by this Section shall only include those attributable to the equipment. Under no circumstances will the City pay any taxes imposed on, based on, or measured by the net income of the Contractor.

**17. Assignment.** Notwithstanding any other provision in this Agreement, in no event shall all or any portion of this Agreement be assigned without the prior written approval of Purchasing and the City Attorney.

**18. Limitations on Contributions.** Through execution of 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. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that 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. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide to City the names of each person, entity or committee described above.

**19. Notices to the Parties.** Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, e-mail or by fax, and addressed as follows:

To City: Roberto Lombardi  
Facilities Director  
San Francisco Public Library  
100 Larkin Street  
San Francisco, CA 94102  
Tel: (415) 557-4485  
E-mail: [Roberto.Lombardi@sfpl.org](mailto:Roberto.Lombardi@sfpl.org)

To Contractor: Gene Gutierrez  
Division West Area Manager  
Tractel Inc  
168 Mason Way, Unit B2  
City of Industry, CA 91746  
Tel: (800) 675-6727  
E-mail: [gene.gu@tractel.com](mailto:gene.gu@tractel.com)

Any notice of default must be sent by registered mail.

**20. Section Headings.** All section headings contained herein are for convenience and reference only and are not intended to define or limit the scope of any provision of this Agreement.

**21. Waiver.** The waiver by either party of any breach by either party of any term, covenant or conditions hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant or condition hereof.



**22. Governing Law.** This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of California.

**23. Entire Agreement; Modifications.** This Agreement, together with the Appendices hereto, constitutes the entire Agreement between the parties and may not be modified, nor may compliance with any of its terms be waived, 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). All agreements between the parties are included herein and no promises or statements have been made by either party unless endorsed hereon in writing. No change or waiver of any provisions hereof shall be valid unless made in writing with the consent of both parties and executed in the same manner as this Agreement. Any provision of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement. Subject to the specific provisions of this Agreement, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

**24. Local Business Enterprise Utilization; Liquidated Damages**

a. **The LBE Ordinance.** Contractor, shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance"), provided such amendments do not materially increase Contractor's obligations or liabilities, or materially diminish Contractor's rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Contractor's willful failure to comply with any applicable provisions of the LBE Ordinance is a material breach of Contractor's obligations under this Agreement and shall entitle City, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Contractor shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

b. **Compliance and Enforcement**

1) **Enforcement.** If Contractor willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this Agreement, or 10% of the total amount of this Agreement, or \$1,000, whichever is greatest. The Director of the City's Contracts Monitoring Division or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of CMD") may also impose other sanctions against Contractor authorized in the LBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor's LBE certification. The Director of CMD will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17. By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the CMD shall be payable to City upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City. Contractor agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of CMD or the Controller upon request.



## 26. Nondiscrimination; Penalties

a. **Contractor Shall Not Discriminate.** In the performance of this Agreement, Contractor agrees not to discriminate against any employee, City and County employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

b. **Subcontracts.** 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 (copies of which are available from Purchasing) and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

c. **Nondiscrimination in Benefits.** 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, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

d. **Condition to Contract.** As a condition to this Agreement, Contractor shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission.

e. **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters of the Administrative Code, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §§12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

## 27. Consideration of Criminal History in Hiring and Employment Decisions.

a. 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 [www.sfgov.org/olse/fco](http://www.sfgov.org/olse/fco). A partial listing of some of Contractor's obligations under Chapter 12T is set forth in this Section. 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.

b. 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, shall apply only when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco, and 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.

c. Contractor shall incorporate by reference in all subcontracts the provisions of Chapter 12T, and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

d. Contractor or Subcontractor shall not inquire about, require disclosure of, or if such information is received base an Adverse Action on an applicant's or potential applicant for employment, or employee's: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

e. Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection 26(d), above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

f. Contractor or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Contractor or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

g. Contractor and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under the Contractor or Subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

h. Contractor understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

## **28. Requiring Minimum Compensation for Covered Employees**

a. Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Sections 12P.5 and 12P.5.1 of Chapter 12P are incorporated herein by reference and made a



part of this Agreement as though fully set forth. The text of the MCO is available on the web at [www.sfgov.org/olse/mco](http://www.sfgov.org/olse/mco). A partial listing of some of Contractor's obligations under the MCO is set forth in this Section. Contractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

b. The MCO requires Contractor to pay Contractor's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Contractor's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Contractor.

c. Contractor shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

d. Contractor shall maintain employee and payroll records as required by the MCO. If Contractor fails to do so, it shall be presumed that the Contractor paid no more than the minimum wage required under State law.

e. The City is authorized to inspect Contractor's job sites and conduct interviews with employees and conduct audits of Contractor

f. Contractor's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

g. Contractor understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

h. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

i. If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than \$25,000, but Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and this department to exceed \$25,000 in the fiscal year.



**29. MacBride Principles—Northern Ireland.** Pursuant to San Francisco Administrative Code §12F.5, the City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Contractor acknowledges and agrees that he or she has read and understood this section.

**30. Requiring Health Benefits for Covered Employees.** Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of section 12Q.5.1 of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at [www.sfgov.org/olse](http://www.sfgov.org/olse). Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

a. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

b. Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3(e) of the HCAO, it shall have no obligation to comply with part (a) above.

c. Contractor's failure to comply with the HCAO shall constitute a material breach of this agreement. City shall notify Contractor if such a breach has occurred. If, within 30 days after receiving City's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

d. Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that City has first provided Contractor with notice and an opportunity to obtain a cure of the violation.

e. Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Contractor's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

f. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

g. Contractor shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.

h. Contractor shall keep itself informed of the current requirements of the HCAO.

i. Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

j. Contractor shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least ten business days to respond.

k. Contractor shall allow City to inspect Contractor's job sites and have access to Contractor's employees in order to monitor and determine compliance with HCAO.

l. City may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City when it conducts such audits.

m. If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with City to reach \$75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the City to be equal to or greater than \$75,000 in the fiscal year.

**31. Tropical Hardwood and Virgin Redwood Ban.** Pursuant to §804(b) of the San Francisco Environment Code, the City and County of San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

**32. Drug Free Workplace.** Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Contractor agrees that any violation of this prohibition by the Contractor, its employees, agents or assigns shall be deemed a material breach of contract.

**33. Sunshine Ordinance.** In accordance with Section 67.24(e) of the San Francisco Administrative Code, contracts, contractors' bids, responses to RFPs and all other records of communications between City and persons or firms seeking contracts shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

**34. Public Access to Meetings and Records.** If the Contractor receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, the Contractor shall comply with and be bound by all the applicable provisions of Chapter 12L. By executing this Agreement, the Contractor agrees to open its meetings and records to the public in the manner set forth in Sections 12L.4 and 12L.5 of the Administrative Code. The Contractor further agrees to make-good faith efforts to promote community membership on its Board of Directors in the manner set forth in Section 12L.6 of the Administrative Code. The Contractor acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Contractor further acknowledges that



such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

### **35. First Source Hiring Program**

#### **a. Incorporation of Administrative Code Provisions by Reference.**

The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

#### **b. First Source Hiring Agreement.**

As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs maybe certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.

5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

6) Set the term of the requirements.

7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.

8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.

9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

**c. Hiring Decisions**

Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

**d. Exceptions**

Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

**e. Liquidated Damages.**

Contractor agrees:

1) To be liable to the City for liquidated damages as provided in this section;

2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;

3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.



4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;

5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

(a) The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and

(b) In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;

Therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

f. **Subcontracts.**

Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

**36. Prohibition on Political Activity with City Funds.** In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this section.

**37. Preservative-treated Wood Containing Arsenic.** Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department



of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

**38. Conflict of Interest.** Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

**39. Protection of Private Information.** Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contractor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

**40. Graffiti Removal. Reserved.**

**41. Food Service Waste Reduction Requirements.** Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of \$100 liquidated damages for the first breach, \$200 liquidated damages for the second breach in the same year, and \$500 liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with this provision.

**42. Cooperative Drafting.** This Agreement has been drafted through a cooperative effort of both parties, 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.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

CITY

CONTRACTOR

Recommended by:

Tractel Inc. - Swingstage Division West  
City vendor number: 49


  
Luis Herrera  
City Librarian  
San Francisco Public Library

By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

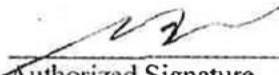
Approved as to Form:

I have read and understood paragraph 28, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

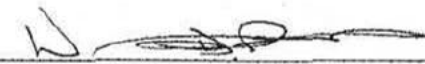
Dennis J. Herrera  
City Attorney

By:   
Bradley A. Russi  
Deputy City Attorney

Approved:

  
Authorized Signature

Geni Guerrero  
Printed Name

*for*   
Jaci Fong  
Director of the Office of Contract Administration,  
and Purchaser

Division West Manager  
Title

168 MASON WAY, UNIT B 2  
Address

CITY OF INDUSTRY, CA 91746  
City, State, ZIP

626 893-9868  
Phone Number

Attachments:

- Appendix A, Services to be Provided by Contractor
- Appendix B, Calculation of Charges

RECEIVED  
16 DEC - 2 PM 1:05  
PURCHASING DEPARTMENT



## Appendix A Services to be Provided by Contractor

### 1. Maintenance Services

Contractor shall maintain the TravSafe Fall Prevention System, proprietary to Contractor, and other window washing equipment owned and operated by the Main Library currently located at 100 Larkin Street, San Francisco. Maintenance services shall include the following:

- clean and lubricate all mechanisms as required.
- check gearbox lubricant as required.
- inspect braking mechanisms for wear, check for proper functioning and adjust as required.
- inspect suspension cables for wear, damage and corrosion.
- check suspension fittings and suspension members.
- check and adjust as required all safety limit switch settings.
- inspect all wiring for damage or deterioration and tighten any loose connections.
- replace defective or absent cotter pins, spring pins and keepers.
- inspect and lubricate stage building face bumper rollers and engagement devices.
- check function of electrical controls.
- inspect roof anchorages, rail system or tie-downs as applicable.
- verify proper functioning of all mechanisms.
- maintain and rebuild secondary brakes

In the performance of the above duties, Contractor shall furnish all lubricants, solvents, cleaning materials, consumable supplies and incidentals. Should the service inspection reveal the need for replacement parts and/or repairs not provided under this agreement, the additional service work required shall be indicated on the service maintenance report which will be presented to the City. After reviewing the report, City shall decide whether or not to pursue such services according to the terms and conditions written in Section 3 of this Appendix.

The Contractor's responsibilities for maintaining the secondary brake system shall include complete disassembling and thoroughly cleaning them internally and externally, measuring the internal rollers (by calliper) for wear and tear or any damage to the parts. Once internal parts are cleaned and no damaged parts are found, Contractor shall reassemble the secondary break system and bench test it for proper operation, and then reinstall the BlocStops (secondary brakes) on the platform and test the system again for proper function.

Contractor shall perform one annual inspection and one "Pre-Use" inspection per year, which shall be performed to coincide with the scheduled exterior maintenance of the building. Contractor shall issue a certification upon the completion of each service inspection; this certification shall remain valid for thirty days in accordance with governing CAL/OSHA requirements. City shall schedule a mutually agreeable Maintenance Cycle timetable with the Contractor.

### 2. Replacement of the TravSafe Fall Prevention System

In the event that the TravSafe Fall Prevention System reaches an inoperable level, Contractor shall inform the City and obtain written approval from the City for replacing it. After receiving City's written approval to replace the system, Contractor shall work with the City to coordinate the technical removal and replacement specifications, their tasks and schedules. The cost of the replacement services shall not

exceed \$33,000.00, as written in Appendix B; Contractor shall bill the City an hourly rate not exceeding \$113.00 for all replacement services work. City shall pay for the Replacement System Equipment separate from this Agreement.

3. Emergency Service Not Covered by Maintenance

Contractor shall provide repair services to equipment failure or damage not caused by manufacture defect or reasonable wear and tear. Such instances include City's mishandling, water damages and vandalism.

City shall allocate a not-to-exceed amount, as written in Appendix B, for remediating such instances. Contractor shall be available 24 hours per day, 7 days per week, and bill the City an hourly rate of \$113.00 for the first year of the contract, plus the cost of replacement parts if needed. For subsequent years, Contractor may choose to increase the hourly rate no more than 3% per year. The replacement parts shall be billed at a maximum of 2% above Contractor's cost.

Prior to performing emergency service, Contractor must provide City a thorough quote indicating services to be performed, necessary parts, and price to City, and shall commence work only after receiving written acceptance from City.

## Appendix B Calculation of Charges

### 1. Maintenance Fees

December 1, 2016 - November 30, 2017

Annual Inspection	\$2,361.00	
Secondary Brake Rebuild Fee	\$656.00	
Pre-Use Inspection	\$1,355.00	
Total for Year 1		\$4,372.00

December 1, 2017 - November 30, 2018

Annual Inspection	\$2,432.00	
Secondary Brake Rebuild Fee	\$676.00	
Pre-Use Inspection	\$1,396.00	
Total for Year 2		\$4,504.00

December 1, 2018 - November 30, 2019

Annual Inspection	\$2,505.00	
Secondary Brake Rebuild Fee	\$696.00	
Pre-Use Inspection	\$1,438.00	
Total for Year 3		\$4,639.00

Total		\$13,515.00
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### 2. Replacement of the TravSafe Fall Prevention System

Engineering and Field Coordination	\$4,620.00
Field Labor (removal and disposal of old system)	\$5,940.00
Field Labor (installation and adjustment of new system)	\$22,440.00

Total	\$33,000.00
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3. Emergency Service Not Covered by Maintenance	\$30,000.00
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Agreement Amount:	\$76,515.00
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Continuing PSC #11945, 10-21 - Sample Request from ACC to OCA

**From:** [CCSF IT Service Desk](#)  
**To:** [Fernando, Ian \(ADM\)](#); [Moayed, Taraneh \(ADM\)](#); [ADM-CSC Unions List](#)  
**Subject:** Use of OCA's Continuing CSC Approval (OCACON0001805, PS Contract ID: 1000018347)  
**Date:** Wednesday, October 26, 2022 5:41:43 PM  
**Attachments:** [information\\_severity\\_ws\\_icon.png](#)  
[ccsfLogoPic.png](#)  
[TC10101\\_Mod\\_1.docx](#)  
[Proprietary Letter.pdf](#)  
[Document Checklist.pdf](#)  
[Original Contract.pdf](#)

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## Contract Management

Office of Contract Administration

You are receiving this notification because a City department has elected to use OCA's Continuing CSC Approval for Proprietary Software as a Service, Proprietary Software Support, or Proprietary Equipment Maintenance/Installation in lieu of a full CSC Commission Hearing.

The contract has been assigned to an OCA buyer and is currently pending review and approval. Attached to this request is a copy of the proposed contract and letter from supplier confirming the proprietary nature of the Software as a Service, Proprietary Software Support, or Proprietary Equipment Maintenance/installation. Should you object to the use of CSC Continuing Approval for this contract, please reply to OCA buyer **Taraneh Moayed** within 3 business days from this request.

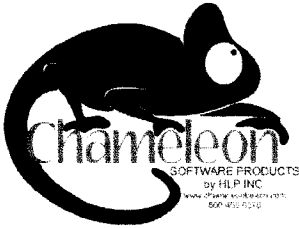
Upon receiving your objection, OCA will hold the contract until such time a resolution has been reached between the requesting City department and the objecting union(s).

### Request details:

**Number:** OCACON0001805  
**Requesting Department:** ADM  
**Dept. Contract Admin:** Ian Fernando  
**Dept. Contract Admin email:** [ian.fernando@sfgov.org](mailto:ian.fernando@sfgov.org)  
**Dept. Contract Admin Phone:** (628) 652-1609  
**Supplier Name:** H L P INC  
**Supplier ID:** 0000019139  
**PS Contract ID:** 1000018347  
**Executed Contract Start Date:** 2020-01-01  
**Executed Contract End Date:** 2027-12-31  
**Executed Contract NTE:** \$200,000.00  
**CSC Continuing Amount:** \$200,000.00  
**OCA's CSC Continuing Approval for:**  
 Off-the-Shelf Standard Proprietary Software Maintenance without Technical Services

**Contract Overview:** Software Equipment Maintenance & Support for Chameleon Program

Ref:TIS3808450\_R5Go7cUC04Rfyz4gi5pH



HLP, INC.  
9888 W Belleview Ave #110  
Littleton, CO 80123

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phone: 800.459.8376  
fax: 866.844.3924  
www.ChameleonBeach.com

## Combined Sole Source Document 2019/2020

HLP, INC. is the sole developer, owner and marketing source for the "Chameleon/CMS" and "Chameleon Public Access" licensed, copyrighted software programs. Chameleon/CMS includes the wireless field service program and wireless FSU mapping program. Chameleon Public Access includes "ChamCam" imaging program, "ChamGPS" vehicle tracking program, and "PAWWW" kiosk program. It also includes "Knowledge Rocket", "WebChameleon", and "Scrubber" programs for internet functions. These products are not available through distributors or dealerships.

HLP also offers a "Certified Data Connect, (CDC), License" that allows other, outside HLP, software products to connect to the Chameleon proprietary database in a way that will ensure the integrity of the database. As part of this process, the "LockBox" software program is offered to allow this outside program to automatically enter data back into the proprietary Chameleon database. The LockBox program can only be maintained and supported by HLP.

There are no comparable products on the market that can provide this interaction and integration. They are all proprietary products that are licensed and copyrighted by HLP, INC. All services contracted pertaining to the installation, customization, conversion, maintenance, support, and training can only be obtained through HLP, INC.

Keith Brakey  
Chief Operating Officer



## Contract Management Office of Contract Administration

### PEOPLESOFT DOCUMENT CHECKLIST

Based on your responses, below is a list of required supporting documents that you are **REQUIRED** to upload in PeopleSoft for this contract.

**Dept. Contract Admin : Ian Fernando**

**ServiceNow Contract # : OCACON0001805 v0.01**

**PeopleSoft Contract ID : 1000018347**

**Contract Amendment Number: First**

**Contract NTE : 40000**

**Contract Start Date : 2020-01-01**

**Contract End Date : 2022-12-31**

#	Document List
1	Original Agreement and all Executed Amendments (unless previously uploaded)
2	Redlined Copy of Original Agreement (Unless previously uploaded)
3	All approved OCA waiver(s) to date
4	Evidence that FSHP Form sent to OEWD (Required for each Amendment)
5	Chapter 19B Compliance

<b>6</b>	<b>Completed Cybersecurity Risk Analysis Documentation:[Out of Scope Email]</b>
<b>7</b>	<b>General Liability [Contract Amount: \$1,000,000.00 Policy Amount: \$2,000,000.00]</b>
<b>8</b>	<b>GL Additional Insured Endorsement</b>
<b>9</b>	<b>Auto Liability [Contract Amount: \$1,000,000,000.00 Policy Amount: \$2,000,000.00]</b>
<b>10</b>	<b>Auto Additional Insured Endorsement RM Waiver</b>
<b>11</b>	<b>Workers Compensation [Contract Amount: \$10,000,000.00 Policy Amount: \$1,000,000.00]</b>
<b>12</b>	<b>Workers Compensation Waiver of Subrogation RM Waiver</b>
<b>13</b>	<b>Tech Errors and Omission [Contract Amount: \$2,000,000.00 Policy Amount: \$2,000,000.00]</b>
<b>14</b>	<b>Cybersecurity [Contract Amount: \$2,000,000.00 Policy Amount: \$2,000,000.00]</b>

**City and County of San Francisco  
Office of Contract Administration  
Purchasing Division**

**First Amendment**

THIS AMENDMENT (this “Amendment”) is made as of October 1, 2022, in San Francisco, California, by and between **HLP, Inc.**, (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

RECITALS

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the performance period and increase the contract amount; and

WHEREAS, the Agreement was procured through a waiver of solicitation approved on August 12, 2022 for Regulation 21.30 Proprietary Software Licenses and Support and Proprietary Equipment Maintenance and this modification is consistent therewith; and

WHEREAS, approval for this Amendment was obtained under the Office of Contract Administration’s CSC continuing approval PSC number [insert PSC number] in the amount of \$200,000; and

NOW, THEREFORE, Contractor and the City agree as follows;

NOW, THEREFORE, Contractor and the City agree as follows:

**1. Definitions.** The following definitions shall apply to this Amendment:

**1a. Agreement.** The term “Agreement” shall mean the Agreement dated **January 1, 2020** between Contractor and City, as amended by the:

**First amendment,**                    dated **October 1, 2022.**

**1b. Contract Monitoring Division.** Effective July 28, 2012, with the exception of Sections 14B.9(D) and 14B.17(F), all of the duties and functions of the Human Rights Commission under Chapter 14B of the Administrative Code (LBE Ordinance) were transferred to the City Administrator, Contract Monitoring Division (“CMD”). Wherever “Human Rights Commission” or “HRC” appears in the Agreement in reference to Chapter 14B of the Administrative Code or its implementing Rules and Regulations, it shall be construed to mean “Contract Monitoring Division” or “CMD” respectively.

**1c. Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

**2. Modifications to the Agreement.** The Agreement is hereby modified as follows:

**2a. Section 3** of the Agreement currently reads as follows:

**3. Term of the Maintenance Agreement.** Subject to Section 2, the term of this Maintenance Agreement shall be from 01/01/2020 to 12/31/2022.

**Such section is hereby amended in its entirety to read as follows:**

**3. Term of the Maintenance Agreement.** Subject to Section 2, the term of this Maintenance Agreement shall be from 01/01/2020 to 12/31/2027.

**2b. Section 4** of the Agreement currently reads as follows:

**4. City's Payment Obligation.** The City will make a good faith attempt to pay all invoices within 30 days of billing. However, in no event shall City be liable for interest or late charges for any late payments made after such 30 day period. Contractor and the City understand and intend that the obligations of the City to pay maintenance charges hereunder shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of the City. The City shall pay maintenance charges, exclusively from legally available funds, to Contractor or, in the event of an authorized assignment by Contractor to its assignee, according to the terms of this Maintenance Agreement, upon presentation of invoices furnished by Contractor in a form acceptable to the Controller. Payments will be made by warrant drawn on the Treasurer of the City. In no event shall the amount of this Agreement exceed **\$40,000 [Forty thousand dollars and no cents]**. The breakdown of costs associated with this Agreement appears in the Appendix B.

**Such section is hereby amended in its entirety to read as follows:**

**4. City's Payment Obligation.** The City will make a good faith attempt to pay all invoices within 30 days of billing. However, in no event shall City be liable for interest or late charges for any late payments made after such 30 day period. Contractor and the City understand and intend that the obligations of the City to pay maintenance charges hereunder shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of the City. The City shall pay maintenance charges, exclusively from legally available funds, to Contractor or, in the event of an authorized assignment by Contractor to its assignee, according to the terms of this Maintenance Agreement, upon presentation of invoices furnished by Contractor in a form acceptable to the Controller. Payments will be made by warrant drawn on the Treasurer of the City. In no event shall the amount of this Agreement exceed **\$200,000 [Two Hundred Thousand Dollars and no cents]**. The breakdown of costs associated with this Agreement appears in the Appendix B-1.



**2c. Appendix A.** Appendix A is hereby replaced in its entirety by Appendix A-1, attached to this First Amendment and fully incorporated within the Agreement. All references to Appendix A in the Agreement shall refer to Appendix A-1.

**2d. Appendix B.** Appendix B is hereby replaced in its entirety by Appendix B-1, attached to this First Amendment and fully incorporated within the Agreement. All references to Appendix B in the Agreement shall refer to Appendix B-1.

**2e. Limitations on Contributions.** Section 28 is hereby replaced in its entirety as follows:

**28. Limitations on Contributions.** By executing this Agreement, Contractor acknowledges its obligations under section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of 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, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. 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 10% in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

**2f. Withholding.** Section 8.d is hereby added to "Taxes" to read as follows:

**8.d. Withholding.** Contractor agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

**2g. Insurance.** Section 16 is hereby replaced in its entirety to read as follows:

**16. Insurance.**

a. 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:

1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

3) Technology Errors and Omissions Liability coverage, with limits of \$1,000,000 each occurrence and each loss, and \$2,000,000 general aggregate. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of services defined in the contract and shall also provide coverage for the following risks:

(a) Liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form;

(b) Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and

(c) Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to the City's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

b. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

2) 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.

c. 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 the Section entitled "Notices to the Parties."

d. 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.

e. 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.

f. 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.

g. 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.

**3. Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after **October 1, 2022**.

**4. Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

**CITY**

**CONTRACTOR**

Recommended by:

HLP, Inc.

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Virginia Donohue  
Executive Director  
San Francisco Animal Care and Control

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Keith Brakey  
Chief Operating Officer  
9888 W Belleview Avenue, Suite 110  
address  
Littleton, CO 80123

Approved as to Form:

City vendor number: 000001 [REDACTED]

David Chiu  
City Attorney

By: \_\_\_\_\_  
Alicia Cabrera  
Deputy City Attorney

Approved:

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Sailaja Kurella  
Director of the Office of Contract  
Administration, and Purchaser

## **Appendix A-1 SCOPE OF SERVICES**

### **I. CMS SOFTWARE LICENSE AGREEMENT**

This is a legal and binding agreement between the City and County of San Francisco (“Purchaser”) and HLP, INC. (“HLP”). The request of the Purchaser for the Chameleon / CMS Software Package (“CMS”) and License, and the acceptance of payment for such by HLP, is an acceptance of these terms and conditions.

#### **A. Grant of License and Use**

HLP shall grant Purchaser this License for use of CMS at the time of payment. HLP grants no software licenses whatsoever, either explicitly or implicitly, except by full payment for the CMS Software. This license entitles the Purchaser the right to install CMS on a single Server unit to be used by any number of Client Workstations. Additional Servers require additional Licenses, except as stated under Terms and Restrictions. This License Agreement is with the designated Purchaser only. This Purchaser may not rent, lease, give, sell or in any way transmit any part of the CMS Software Package to an unauthorized, unlicensed entity. This is a non-exclusive, non-transferable license to the use of CMS.

#### **B. Ownership**

1. Title to CMS shall remain with HLP. The CMS product name, software, documentation, and other material parts of the CMS package are owned by HLP and may not be reproduced in any form, except as stated under Terms and Restrictions. CMS Software contains the proprietary technology of HLP, INC.
2. All modifications, additions, upgrades, and new versions provided for under Support and Maintenance are considered part of this title and subject to the conditions of this License.
3. Purchaser hereby acknowledges HLP's copyright of CMS regardless of whether the copyright notice appears on CMS or whether it has been filed with the United States Copyright Office.

#### **C. Terms and Restrictions**

1. The Purchaser shall receive an executable copy of CMS Software. The Purchaser may load, copy, or transmit CMS, in whole or in part, only as is necessary for execution, backup, and hot standby.
2. Purchaser may modify or merge CMS solely for execution by itself. Any part of this Software included in such adaptations will continue to be subject to this License.
3. HLP shall bill the Purchaser a Support & Maintenance FEE periodically using the formula under “Payment”. This bill is due and payable within thirty days of receipt.

4. HLP reserves the right to revoke this License if the Support & Maintenance FEE becomes delinquent and is not remedied 30 days after notification in writing. The Purchaser shall then cease use of CMS.
5. Purchaser agrees not to reverse engineer, decompile, or disassemble CMS.

**D. Maintenance.** HLP agrees to provide the following maintenance services:

1. **NEW VERSIONS:** New Versions are major changes to the look or feel of CMS. All new versions are included and guaranteed to all Purchasers.
2. **UPGRADES:** As requests for improvements are accumulated from more than one Purchaser, they will be incorporated into periodic upgrades. These upgrades are included and guaranteed to all Purchasers.
3. **DIAGNOSIS:** Technical personnel will diagnose the cause of system problems and refer the Purchaser to the appropriate avenue of correction. HLP shall correct the problem only if the cause is a bug in CMS.
4. **CORRECTIONS:** Corrections in CMS code will be available to all Purchasers through the technical support office. Corrections will be made as soon as possible after reported and prioritized as to urgency to CMS operations.

**E. Support.** HLP agrees to provide the following support services:

1. **TECHNICAL SUPPORT LINE:** This shall entitle the Purchaser faster access to a technical support person for questions of high priority. Calls are answered during business days and hours and referred to the appropriate staff person. Requests may be faxed or left on the message service when lines are busy or after hours. Evenings, weekends, and holidays are available by pre-arrangement.
2. **SYSTEM to SYSTEM:** When requested, HLP can provide the Purchaser direct support via modem and communication software in real time.
3. **SYSTEM ON-LINE HELP:** CMS contains comprehensive, context-sensitive, and hyper-texted HELP files that are installed with the software and upgraded as needed.
4. **INTERNET WEB SITE:** An internet site is available 24 hours and 7 days to registered Users. Questions, suggestions, and comments may be posted to other Users or the HLP staff. Data can be uploaded and down loaded, all through a local access call.
5. **PERSONNEL ON-SITE:** If, for any reason, HLP cannot resolve the Purchaser's request by the means of support listed above, and HLP deems the request critical, then HLP staff may visit the Purchaser's site to resolve the problem.

**F. Source Code Escrow**

1. This License does not include or cover access in any way to the CMS Source Code.
2. HLP has placed in escrow all current Source Code for CMS with an authorized escrow Agent.
3. The Purchaser shall be entitled to claim a copy of the CMS Source Code under the terms and conditions set forth in the Chameleon/CMS Source Code Escrow Agreement.

**G. Limited Warranty**

1. HLP is the owner of CMS and has the right to grant the Purchaser this license to use the same without violating any rights of any third party, and there is currently no actual or threatened suit by any such third party based on the alleged violation of such right by HLP.
2. HLP warrants that CMS will perform substantially in accordance with its intended use.
3. If CMS does not perform as represented and cannot be remedied within a reasonable time, HLP will refund the initial cost of this License only.
4. HLP does not warrant performance of CMS if it is modified by persons other than the staff of HLP.
5. HLP does not warrant that the execution of CMS will be uninterrupted or error free.
6. HLP does not warrant that other software programs or computer hardware will not interfere with its execution.
7. HLP disclaims all other warranties, either expressed or implied.

**H. Liability**

Under this agreement, HLP's liability for damages to the Purchaser resulting from the use of CMS shall not exceed the amount of the Purchaser's initial License. Under this agreement, HLP shall not be liable for any damages resulting from loss of data or use, lost profits or revenue, or any incidental or consequential damages.

**I. Termination**

HLP may terminate any License granted if Purchaser fails to observe this agreement, and such condition is not remedied within thirty days after written notice has been given Purchaser. Purchaser will then destroy all copies and adaptations of all versions of CMS and certify in writing that such has been done.

**II. PUBLIC ACCESS SOFTWARE LICENSE AGREEMENT**

This is a legal and binding agreement between the City and County of San Francisco (“Purchaser”) and HLP, INC.(“HLP”). The request of the Purchaser for the Chameleon / PUBLIC ACCESS Software Package (“PUBLIC ACCESS”) and License, and the acceptance of payment for such by HLP, is an acceptance of these terms and conditions. The PUBLIC ACCESS package is composed of ChamCam, Knowledge Rocket, Image Engine, WebChameleon, PaWWW, PetLink, the integrated hardware, and their media products.

#### **A. Grant of License and Use**

HLP shall grant Purchaser this License for use of PUBLIC ACCESS at the time of payment. HLP grants no software licenses whatsoever, either explicitly or implicitly, except by full payment for the PUBLIC ACCESS Software. This license entitles the Purchaser the right to install PUBLIC ACCESS on a single Server unit to be used by any number of Client Workstations. Additional Clients require additional Licenses, except as stated under Terms and Restrictions. This License Agreement is with the designated Purchaser only. This Purchaser may not rent, lease, give, sell or in any way transmit any part of the PUBLIC ACCESS Software Package, or media products of this software, to an unauthorized, unlicensed entity. This is a limited, non-exclusive, non-transferable license to the use of PUBLIC ACCESS.

#### **B. Ownership**

1. Title to PUBLIC ACCESS, and the media products from it, shall remain with HLP. The PUBLIC ACCESS product name, software, documentation, media products, and other material parts of the PUBLIC ACCESS package are owned by HLP and may not be reproduced in any form, except as stated under Terms and Restrictions. PUBLIC ACCESS Software, and its media products, contains the proprietary technology of HLP, INC.
2. All modifications, additions, upgrades, and new versions provided for under Support and Maintenance are considered part of this title and subject to the conditions of this License.
3. Purchaser hereby acknowledges HLP's copyright of PUBLIC ACCESS regardless of whether the copyright notice appears on PUBLIC ACCESS or whether it has been filed with the United States Copyright Office.

#### **C. Terms and Restrictions**

1. The Purchaser shall receive a executable copy of PUBLIC ACCESS Software and integrated hardware. The Purchaser may load, copy, or transmit PUBLIC ACCESS, or its media products, in whole or in part, only as is necessary for execution, backup, and hot standby.
2. Purchaser may modify or merge PUBLIC ACCESS solely for execution by itself. Any part of this Software included in such adaptations will continue to be subject to this License.
3. Purchaser agrees to maintain necessary internet links to allow for a consolidated search of shelter data.



4. HLP agrees to maintain a neutral, commercial free internet site for the sole purpose of achieving a consolidated search. All 'hits' are immediately linked to the local Shelter home page.
5. Images and data extracts created by PUBLIC ACCESS are intended for use by the Purchaser only. Transfer or sale of PUBLIC ACCESS images by the PURCHASER to other non-licenses entities for commercial purposes is forbidden.
6. HLP shall bill the Purchaser a Support & Maintenance FEE periodically using the formula under "Payment". This bill is due and payable within thirty days of receipt.
7. HLP reserves the right to revoke this License if the Support & Maintenance FEE becomes delinquent and is not remedied 30 days after notification in writing. The Purchaser shall then cease use of PUBLIC ACCESS.
8. Purchaser agrees not to reverse engineer, decompile, or disassemble PUBLIC ACCESS.
9. Purchaser agrees to protect HLP proprietary information. Information, including, but not limited to, all database schema, procedures, techniques, sounds, and images, may only be used by authorized, licensed entity.

**D. Maintenance.** HLP agrees to provide the following maintenance services:

1. **NEW VERSIONS:** New Versions are major changes to the look or feel of PUBLIC ACCESS. All new versions are included and guaranteed to all Purchasers.
2. **UPGRADES:** As requests for improvements are accumulated from more than one Purchaser, they will be incorporated into periodic upgrades. These upgrades are included and guaranteed to all Purchasers.
3. **DIAGNOSIS:** Technical personnel will diagnose the cause of system problems and refer the Purchaser to the appropriate avenue of correction. HLP shall correct the problem only if the cause is a bug in PUBLIC ACCESS.
4. **CORRECTIONS:** Corrections in PUBLIC ACCESS code will be available to all Purchasers through the technical support office. Corrections will be made as soon as possible after reported and prioritized as to urgency to PUBLIC ACCESS operations.

**E. Support.** HLP agrees to provide the following support services:

1. **TECHNICAL SUPPORT LINE:** This shall entitle the Purchaser faster access to a technical support person for questions of high priority. Calls are answered during business days and hours and referred to the appropriate staff person. Requests may be faxed or left on the message service when lines are busy or

after hours. Evenings, weekends, and holidays are available by pre-arrangement.

2. SYSTEM to SYSTEM: When requested, HLP can provide the Purchaser direct support via modem and communication software in real time.
3. INTERNET WEB SITE: An internet site is available 24 hours and 7 days per week to registered Users. Questions, suggestions, and comments may be posted to other Users or the HLP staff. Data can be uploaded and down loaded, all through a local access call.
4. PERSONNEL ON-SITE: If, for any reason, HLP cannot resolve the Purchaser's request by the means of support listed above, and HLP deems the request critical, then HLP staff may visit the Purchaser's site to resolve the problem.

#### **F. Limited Warranty**

1. HLP is the owner of PUBLIC ACCESS and has the right to grant the Purchaser this license to use the same without violating any rights of any third party, and there is currently no actual or threatened suit by any such third party based on the alleged violation of such right by HLP.
2. HLP warrants that PUBLIC ACCESS will perform substantially in accordance with it's intended use.
3. If PUBLIC ACCESS does not perform as represented and cannot be remedied within a reasonable time, HLP will refund the initial cost of this License only.
4. HLP does not warrant performance of PUBLIC ACCESS if it is modified by persons other than the staff of HLP.
5. HLP does not warrant that the execution of PUBLIC ACCESS will be uninterrupted or error free.
6. HLP does not warrant that other software programs or computer hardware will not interfere with it's execution.
7. HLP disclaims all other warranties, either expressed or implied.

#### **G. Liability**

Under this agreement, HLP's liability for damages to the Purchaser resulting from the use of PUBLIC ACCESS shall not exceed the amount of the Purchaser's initial License. Under this agreement, HLP shall not be liable for any damages resulting from loss of data or use, lost profits or revenue, or any incidental or consequential damages.

#### **H. Termination**

HLP may terminate any License granted if Purchaser fails to observe this agreement, and such condition is not remedied within thirty days after written notice has been given Purchaser.

Purchaser will then destroy all copies and adaptations of all versions of PUBLIC ACCESS and certify in writing that such has been done.

### **III. WEB LICENSING PROCESSING SERVICES**

HLP will accommodate online license purchases and renewals through HLP's LicensePet.com, offering increased convenience to the public by allowing them to pay for their animal licenses online with a credit card. Setup services to analyze/code rules for a variety of criteria are included at no additional cost.

- A. Animal license renewal information is transmitted (encrypted) via HLP's KnowledgeRocket application from the Client's Chameleon server.
- B. HLP will transmit (encrypted) licensing data back to the Client's Chameleon database on a daily basis, ensuring staff always has access to current licensing information.
- C. Licensing data will be updated via HLP's LockBox Plus program. Old licenses will be renewed; new licenses and receipts will be created. New licenses will be processed via HLP's LockBox Plus program using Scrubber Technology.
- D. HLP will provide daily transaction summaries to the Client detailing the work completed.
- E. HLP will provide a report listing all transactions that require a new license tag for the use of the Client to send the license tags to their customers.

### **IV. WEB DONATION SERVICES (included with WebLicensing upon client request)**

HLP will accommodate online donations allowing the public to include a donation with the WebLicensing transaction or submit a new or additional donation at any time.

- A. Person records will be processed via HLP's LockBox Plus program using Scrubber Technology, which matches the Donation records with existing person records in the database.
- B. Receipt (if requested), Donation, and Donor Profile records will be created.

### **V. INITIAL SET UP SERVICES**

- A. Determine descriptive information to be displayed for person, animal identification.
- B. Determine rules if new licenses are to be sold (or just renewals).
- C. Analyze/code license types by jurisdiction (altered, unaltered, dogs/cats, seniors, etc).
- D. Analyze/code rules for documentation, exception handling (vaccination certificates, sterilization certificates, etc).
- E. Modifications of HLP's LockBox Plus program to incorporate above rules.

- F. NOTE: the LockBox Plus program will be delivered approximately one week after the "go live" date.

## **VI. VET IMPORT – AUTOMATED LICENSE AND VACCINATION DATA INTEGRATION SERVICES**

- A. HLP will receive data files submitted from eligible local veterinarians and/or 3<sup>rd</sup> parties on a monthly basis. HLP will provide documentation detailing method of transfer, format, and contents of data files for Client to deliver to participating veterinarians and/or 3<sup>rd</sup> parties. HLP staff is available to assist with technical questions from veterinarian and/or 3<sup>rd</sup> party staff.
- B. HLP will provide secure logins for an HLP maintained website for uploading data files.
- C. HLP will create Chameleon compatible records from data files submitted.
- D. HLP will transmit processed license and vaccination records and insert them into the Client's Chameleon database as they become available.
- E. HLP will provide daily transaction summaries to the Client detailing the day's work.

## **VII. IMAGE ENTRY - LICENSE AND VACCINATION FORMS DATA ENTRY SERVICES**

- A. HLP will receive and process vaccination and/or license documentation submitted by the Client from local veterinarians and/or 3<sup>rd</sup> parties.
- B. Client will electronically image the documents and use HLP provided software to transmit and receive record images and data.
- C. HLP will provide data entry on scanned images of license and vaccination documentation and create Chameleon compatible records.
- D. HLP will transmit processed license and vaccination records and insert them into the Clients Chameleon database as they become available. If requested, all imaged vaccination certificates will also be uploaded and attached to the animal record as a Memo.
- E. HLP will provide daily transaction summaries to the Client detailing the day's work.

## **VIII. NOTES AND EXCLUSIONS**

- A. To qualify to utilize Vet Import a veterinarian and/or 3<sup>rd</sup> party must average 200 records submitted each month. If a veterinarian and/or 3<sup>rd</sup> party does not initially or no longer meets this requirement paper forms must be submitted to Client, which are then able to be processed via Image Entry.
- B. If HLP will be receiving imaged license and vaccination documentation electronically from the Client for data entry services, standards for criteria including file format, resolution, file size, and electronic delivery method must be agreed upon prior to beginning regular submissions.

- C. HLP will not be responsible for reconciling payments attached to bulk license submissions by local veterinarians or 3<sup>rd</sup> parties. All payments for licenses sold by veterinarians and/or 3<sup>rd</sup> parties must be submitted to Client directly.
- D. All HLP products listed are copyrighted under the Chameleon Public Access Software License and/or the Chameleon Software License and the Client use of all HLP products is subject to all terms and conditions of those licenses.
- E. Set-up is limited to the items specified above. Any other customization will be bid separately.
- F. Client will ensure that the LicenseNo, PersonId, and AnimalId are on the license renewal notice.
- G. Client is responsible for handling inquiries from the public.
- H. Client agrees to provide a link on their website to the WebLicensing service.
- I. For the purposes of licensing online, Client will provide a bank account that uses the Authorize.net, CyberSource Secure Acceptance, Elavon Converge, FIS PayDirect, or Official Payments Co-Brand payment processor. Other payment processors may be acceptable, but will be evaluated on a case by case basis and subject to additional charges. Client remains responsible for any transaction fees that may be assessed by bank account provided.
- J. Monies obtained online will be directly deposited into the Client designated bank account by the owner's bank at settlement from the payment processor. Once HLP has obtained an authorization code from the payment processor, the transaction will be assumed to be complete.
- K. Client will be responsible for reconciling their bank statement with WebLicensing transactions. HLP will not keep credit card information. HLP will update Chameleon with the transaction\_id and authorization code from the payment processor. The Crystal Close of Business report and other provided Crystal reports can be used to facilitate this task.
- L. Services will terminate if annual fee or transaction fees are not paid and client will be required to cease use of all HLP products associated with WebLicensing services.
- M. All HLP products listed are copyrighted under the Chameleon Public Access Software License and/or the Chameleon/CMS Software License and the Client use of all HLP products is subject to all terms and conditions of those licenses.
- N. All purchase orders or contracts must reference this quote or the above description must be included.

## **IX. CONTACT INFORMATION**

Telephone Number: 800-459-8376  
Facsimile Number: 866-844-3924  
E-Mail Address: [sales@chameleonbeach.com](mailto:sales@chameleonbeach.com)  
Website URL: [www.chameleonbeach.com](http://www.chameleonbeach.com)

**Appendix B-1**

**CALCULATION OF CHARGES**

**I. PAYMENT**

- A. Payment for CMS and PUBLIC ACCESS is defined as two parts:
  - 1. Cost of initial License
  - 2. Support and Maintenance
- B. The “Cost of initial License” is currently fixed at a published price and is a one-time fee.
- C. The “Support and Maintenance” cost is figured by the size of the Purchaser’s network, and this fee is billed monthly, quarterly, or annually. The formula is a fixed amount for the Server plus a fixed amount for each client workstation that uses CMS for daily operations. The amount changes as the numbers of workstations change unless the Purchaser is paying for “unlimited” users. Annual increases in this fixed, published amount are limited to the “cost of living index”.
- D. All of the above payment conditions must be met within 30 days of Invoice date in order for the Purchaser to hold a current, valid CMS and PUBLIC ACCESS License.

**II. FEES & ASSOCIATED COSTS**

**A. SF Animal Care & Control, 5 Year Support & Maintenance**

Description	Qty	Rate	Total
Chameleon/CMS Software Annual Support & Maintenance *limited to 1 server and 8 workstations; 3 years@\$960 a year	9	\$ 2,880.00	\$ 25,920.00
Chameleon/CMS Software Annual Support & Maintenance *limited to 1 server and 8 workstations; additional 2 years@ \$1920	9	\$ 1,920.00	\$ 17,280.00
		Subtotal	\$ 43,200.00
		Sales Tax (8.625%)	\$ 3,726.00
		Total	\$ 46,926.00

**B. SF Treasure & Tax Collector, 5 Year Support & Maintenance**

Description	Qty	Rate	Total
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Chameleon/CMS Software Annual Support & Maintenance *Limited to 1 server and 1 workstation, 1 year	10	\$ 960.00	\$ 9,600.00
		Subtotal	\$ 9,600.00
		Sales Tax (8.625%)	\$ 828.00
		Total	\$ 10,428.00

**C. SF Animal Care & Control, 5 Year Web Licensing**

Description	Qty	Rate	Total
Required annual WebLicensing/WebDonation service fee. 3 years @\$3840	1	\$ 11,520.00	\$ 11,520.00
Required annual WebLicensing/WebDonation service fee. Additional 2 years @\$3840	1	\$ 7,680.00	\$ 7,680.00
Estimated WebLicensing Transaction, per transaction	50,000	\$ 0.35	\$ 17,500.00
<i>Reference: Estimate#5884 dated 4/01/22</i>		Subtotal	\$ 36,700.00
		Total	\$ 36,700.00

**D. SF Animal Care & Control, 5 Year Vet Import and Image Entry Licenses**

Description	Qty	Rate	Total
Initial Setup Fee for VetImport/ImageEntry Year 1	1	\$ 5,000.00	\$ 5,000.00
Annual Service Fee for VetImport/ImageEntry Year 1	1	\$ 1,920.00	\$ 1,920.00
Annual Service Fee for VetImport/ImageEntry Year 2	1	\$ 1,920.00	\$ 1,920.00
Estimated Transaction fees per transaction	4200	\$ 0.79	\$ 3,318.00
Annual Service Fee for VetImport/ImageEntry Year 3	1	\$ 1,920.00	\$ 1,920.00
Estimated Transaction fees per transaction	4200	\$ 0.79	\$ 3,318.00
Annual Service Fee for VetImport/ImageEntry Year 4	1	\$ 1,920.00	\$ 1,920.00
Estimated Transaction fees per transaction	4200	\$ 0.79	\$ 3,318.00
Annual Service Fee for VetImport/ImageEntry Year 5	1	\$ 1,920.00	\$ 1,920.00
Estimated Transaction fees per transaction	4200	\$ 0.79	\$ 3,318.00
		Subtotal	\$ 27,872.00

Total	\$ 27,872.00
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**E. SF Treasure & Tax Collector and Animal Care & Control, 6 Months of Services**

Description	Qty	Rate	Total
SF Animal Care & Control Chameleon/CMS Software Annual Support & Maintenance *limited to 1 server and 8 workstations; 6 months	9	\$ 480.00	\$ 4,320.00
SF Treasure Tax & Collector Chameleon/CMS Software Annual Support & Maintenance *Limited to 1 server and 1 workstation, 6 months	2	\$ 480.00	\$ 960.00
Required annual WebLicensing/WebDonation service fee. 6 months @\$3840	1	\$ 1,920.00	\$ 1,920.00
Annual Service Fee for VetImport/ImageEntry 6 Months	1	\$ 960.00	\$ 960.00
Estimated WebLicensing transaction fees per transaction	5000	\$ 0.35	\$ 1,750.00
Estimated VetImport/ImageEntry Transaction fees per transaction	2100	\$ 0.79	\$ 1,659.00
		Subtotal	\$ 11,569.00
		Sales Tax (8.625%)	\$ 455.40
		Total	\$ 12,024.40



**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**

**Software Licensing and Maintenance and Support  
Agreement between the City and County of San Francisco and**

**HLP, Inc.**

This This agreement (the "Agreement") is made this Twentieth day of April, 2020, in the City and County of San Francisco, State of California, by and between: **HLP, Inc.**, 9888 W Belleview Avenue, Suite 110, Littleton, CO 80123, hereinafter referred to as "Contractor," and the City and County of San Francisco, a municipal corporation, hereinafter referred to as "City," acting by and through its Director of the Office of Contract Administration, hereinafter referred to as "Purchasing."

**Recitals**

WHEREAS, the Department of Animal Care & Control wishes to license certain software, the Chameleon / CMS Software Package ("CMS") and Public Access Software from Contractor; and,

WHEREAS, Contractor represents and warrants that it is qualified to provide such software and services required by City as set forth under this Agreement; and

WHEREAS, Contractor will provide support and maintenance services for software licensed under this agreement; and

Now, THEREFORE, the parties agree as follows:

**1. Definitions.** Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this Attachment, it shall have the meaning herein set forth.

**Acceptance** Notice from the City to Contractor that the Licensed Software meets the specifications contained in the Documentation. City's Acceptance of the Licensed Software shall be governed by the procedures set forth in this agreement.

<b>Agreement</b>	This document and any attached appendices and exhibits, including any future written and executed amendments.
<b>Documentation</b>	The technical publications relating to the use of the Licensed Software, such as reference, installation, administrative and programmer manuals, provided by Contractor to City.
<b>Licensed software</b>	The Chameleon / CMS Software Package ("CMS") and the Public Access License, all related materials, Documentation, all corrections, patches or updates thereto, and other written information received by City from Contractor, whether in machine-readable or printed form.
<b>Effective Date</b>	Date upon which the Controller has certified to the availability of funds and the Contractor has been notified in writing or the Software is received and installed at the customer site, whichever is later.
<b>Errors, Defects and Malfunctions</b>	Either a deviation between the function of the Software and the documentation furnished by Contractor for the Software, or a failure of the Software which degrades the use of the Software.
<b>Fix</b>	Repair or replacement of source, object or executable code in the Software to remedy an Error, Defect or Malfunction.
<b>Maintenance Agreement</b>	This Agreement and the incorporated Appendices which together specify the terms and conditions for the correction of software Errors, Defects and Malfunctions in the Software, for the provision of Upgrades to the Software, and for the provision of Support Services to end users of the Software.
<b>Patch</b>	Temporary repair or replacement of code in the Software to remedy an Error, Defect or Malfunction. Patches may be made permanent and released in Subsequent Releases of the Software.
<b>Priority Category</b>	A priority assigned to an Error, Defect or Malfunction, designating the urgency of correcting an Error, Defect or Malfunction. Assignment of a Priority Category to an Error, Defect or Malfunction is based on City's determination of the severity of the Error, Defect or Malfunction and Contractor's reasonable analysis of the priority of the Error, Defect or Malfunction.
<b>Priority Protocol</b>	Based on the Priority Category, rules specifying the turnaround time for correcting Errors, Malfunctions and Defects; escalation procedures, and personnel assignment.

<b>Software</b>	Licensed programs and associated documentation licensed to City by <b>HLP, Inc.</b> , as listed in Exhibit A and any modification or Upgrades or modifications to the program(s) provided under this Maintenance Agreement.
<b>Source code</b>	The human readable compliant form of the Licensed Software to be provided by Contractor.
<b>Specifications</b>	The functional and operational characteristics of the Licensed Software as described in Contractor's current published product descriptions and technical manuals
<b>Subsequent Release</b>	A release of the Software for use in a particular operating environment which supersedes the Software. A Subsequent Release is offered and expressly designated by Contractor as a replacement to a specified Software product. A Subsequent Release will be supported by Contractor in accordance with the terms of this Software Maintenance Attachment. Multiple Subsequent Releases may be supported by Contractor at any given time.
<b>Support Services</b>	The Software support service required under this Maintenance Agreement. Support Services include correcting an Error, Defect or Malfunction; providing telephone and/or online support concerning the installation and use of the Software; training in the installation and use of the Software; on-site consulting and application development services; detection, warning and correction of viruses; and disabled/disabling code.
<b>Upgrade</b>	Either an enhancement to the Software code to add new features or functions to the system or software programming revisions containing corrections to Errors, Defects and Malfunctions that have been reported by users or discovered by the Contractor.
<b>Warranty Period</b>	A period commencing with the installation of the Software product during which reported Errors, Defects and Malfunctions for Software products are corrected without charge in accordance with the provisions below.
<b>Workaround</b>	A change in the procedures followed or end user operation of the software to avoid an Error, Defect or Malfunction without significantly impairing functionality or degrading the use of the Software.

Whenever the words "as directed," "as required," "as permitted," or words of like effect are used, it shall be understood as the direction, requirement, or permission of the San Francisco Animal Care and Control. The words "sufficient," "necessary," or "proper," and the like, mean sufficient, necessary or proper in the judgment of the San Francisco Animal Care and Control unless otherwise indicated by the context.

**2. Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation.** This Maintenance 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 City's Controller, and any amount of the City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Maintenance Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year in the event funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Maintenance Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated.

THIS SECTION SHALL CONTROL AGAINST ANY AND ALL OTHER PROVISIONS OF THIS MAINTENANCE AGREEMENT.

**3. Term of the Maintenance Agreement.** Subject to Section 2, the term of this Maintenance Agreement shall be from 01/01/2020 to 12/31/2022.

**4. City's Payment Obligation.** The City will make a good faith attempt to pay all invoices within 30 days of billing. However, in no event shall City be liable for interest or late charges for any late payments made after such 30 day period. Contractor and the City understand and intend that the obligations of the City to pay maintenance charges hereunder shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of the City. The City shall pay maintenance charges, exclusively from legally available funds, to Contractor or, in the event of an authorized assignment by Contractor to its assignee, according to the terms of this Maintenance Agreement, upon presentation of invoices furnished by Contractor in a form acceptable to the Controller. Payments will be made by warrant drawn on the Treasurer of the City. In no event shall the amount of this Agreement exceed **\$40,000 [Forty thousand dollars and no cents]**. The breakdown of costs associated with this Agreement appears in the Appendix B.

**5. Guaranteed Maximum Costs.** The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by City ordinances governing emergency conditions, the City and its employees and officers are not authorized to request Contractor to perform services or to provide materials, equipment and supplies that would result in Contractor performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract unless the Maintenance Agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. The City is not required to reimburse Contractor for services, materials, equipment or supplies that are provided by Contractor which are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract and which were not approved by a written amendment to the Maintenance Agreement having been lawfully executed by the City. The City and its employees and officers are not authorized to offer or promise to Contractor additional funding for the contract which would exceed the maximum amount of funding provided for in the contract for Contractor's performance under the contract. Additional funding for the contract in excess of the maximum provided in the contract shall require lawful approval and certification by the Controller. The City is not required to honor any offered or promised additional funding for a contract which

exceeds the maximum provided in the contract which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

**6. Payment; Invoice Format.** Invoices furnished by Contractor under this Maintenance Agreement must be in a form acceptable to the Controller. Each invoice must contain a unique identifying number. All amounts paid by City to Contractor shall be subject to audit by City. Payment shall be made by City to Contractor at the address specified in the section entitled "Notices to the Parties." City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Maintenance Agreement.

- a. Getting paid by the City for goods and/or services. 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](http://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.

**7. Submitting False Claims; Monetary Penalties.** Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (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.

**8. Taxes.** Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon this Maintenance Agreement, the transaction, or the services delivered pursuant hereto, shall be the obligation of Contractor. If this Maintenance Agreement entitles Contractor to the possession, occupancy or use of City real property for private gain, then the following provisions apply:

- a. Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that this Maintenance Agreement may create a possessory interest subject to property taxation and Contractor, and any permitted successor or assign, may be subject to the payment of such taxes.

b. Contractor, on behalf or itself and any permitted successors and assigns, further recognizes and understands that any assignment permitted hereunder and any exercise of any option to renew or other extension of this Maintenance Agreement may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created hereunder. Contractor shall report any assignment or other transfer of any interest in this Maintenance Agreement or any renewal or extension thereof to the County Assessor within sixty days after such assignment, transfer, renewal or extension.

c. 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 under applicable law with respect to possessory interests.

#### 5. License

a. Grant of License. Subject to the terms and conditions of this Agreement, Contractor grants City a non-exclusive and non-transferable limited term license to use the Licensed Software. City acknowledges and agrees that the Licensed Software is the proprietary information of Contractor and that this Agreement grants City no title or right of ownership in the Licensed Software.

For the purpose of any bona fide City disaster recovery plan or with respect to the use of computer software in its municipal operations, City may make one copy of the Licensed Software for archival purposes and use such archival copy on a CPU other than the Designated CPU, or at a site other than the Designated Site, so long as such alternative CPU or site is owned or controlled by City. The use of such archival copy shall be limited to (1) the purpose of conducting limited testing of the disaster recovery plan's procedures and effectiveness and (2) during any period subsequent to the occurrence of an actual disaster during which the City cannot operate the Licensed Software on the Designated CPU or at the Designated Site. City agrees to furnish evidence of its disaster recovery plan and procedures upon Contractor's request.

d. Transfer of Products. City may move the Licensed Software and supporting materials to another City site which physically replaces the original installation site upon prior written notice to Contractor in accordance with the specifications set forth in Appendix A.

e. Documentation. Contractor shall provide City with the Licensed Software specified in the Authorization Document, and a minimum of two copies of the Documentation per installation. Contractor grants to City permission to duplicate all printed Documentation for City's internal use.

f. Proprietary Markings. City agrees not to remove or destroy any proprietary markings or proprietary legends placed upon or contained within the Licensed Software or any related materials or Documentation.

7. Acceptance Testing. After Contractor has installed the Licensed Software, the City shall have a period of 30 days ("Acceptance Testing Period") from the date of installation to verify that the Licensed software substantially performs to the specifications contained in the Documentation. In the event that the City determines that the Licensed Software does not meet such specifications, the City shall notify the Contractor in writing, and Contractor shall modify or correct the Licensed Software so that it satisfies the Acceptance criteria. The date of Acceptance will be that date upon which City provides Contractor with written notice of satisfactory completion of Acceptance testing. If City notifies Contractor after the Acceptance

Testing Period that the Licensed Software does not meet the Acceptance criteria of this section, then City shall be entitled to terminate this License in accordance with the procedures specified in Section 30(b) herein, and shall be entitled to a full refund of the license fee.

11. Warranties: Right to Grant License. Contractor hereby warrants that it has title to and/or the authority to grant a license of the Licensed Software to the City.

12. Warranties: Conformity to Specifications. Contractor warrants that when the Licensed Software specified in the Authorization Document and all updates and improvements to the Licensed Software are delivered to City, they will be free from defects as to design, material, and workmanship and will perform on the Designated CPU in accordance with the Contractor's published specifications for the Licensed Software.

13. Infringement Indemnification. If notified promptly in writing of any judicial action brought against City based on an allegation that City's use of the Licensed Software infringes a patent, copyright, or any right of a third party or constitutes misuse or misappropriation of a trade secret or any other right in intellectual property (Infringement), Contractor will hold City harmless and defend such action at its own expense. Contractor will pay the costs and damages awarded in any such action or the cost of settling such action, provided that Contractor shall have sole control of the defense of any such action and all negotiations or its settlement or compromise. If notified promptly in writing of any informal claim (other than a judicial action) brought against City based on an allegation that City's use of the Licensed Software constitutes Infringement, Contractor will pay the costs associated with resolving such claim and will pay the settlement amount (if any), provided that Contractor shall have sole control of the resolution of any such claim and all negotiations for its settlement.

In the event a final injunction is obtained against City's use of the Licensed Software by reason of Infringement, or in Contractor's opinion City's use of the Licensed Software is likely to become the subject of Infringement, Contractor may at its option and expense: (a) procure for City the right to continue to use the Licensed Software as contemplated hereunder, (b) replace the Licensed Software with a non-infringing, functionally equivalent substitute Licensed Software, or (c) suitably modify the Licensed Software to make its use hereunder non-infringing while retaining functional equivalency to the unmodified version of the Licensed Software. If none of these options is reasonably available to Contractor, then the applicable Authorization Document or relevant part of such Authorization Document may be terminated at the option of either party hereto and Contractor shall refund to City all amounts paid under this Agreement for the license of such infringing Licensed Software. Any unauthorized modification or attempted modification of the Licensed Software by City or any failure by City to implement any improvements or updates to the Licensed Software, as supplied by Contractor, shall void this indemnity unless City has obtained prior written authorization from Contractor permitting such modification, attempted modification or failure to implement. Contractor shall have no liability for any claim of Infringement based on City's use or combination of the Licensed Software with products or data of the type for which the Licensed Software was neither designed nor intended to be used.

## **9. Scope of Service Coverage**

a. Contractor shall provide Support Services and provide Upgrades during the term of this Maintenance Agreement for the Software.

b. During the term of this Maintenance Agreement, Contractor will furnish Error, Defect or Malfunction correction in accordance with the Priority Categories listed below, based on the City's determination of the severity of the Error, Defect or Malfunction and Contractor's reasonable analysis of the priority of the Error, Defect or Malfunction.

- 1) Priority 1: An Error, Defect or Malfunction which renders the Software inoperative; or causes the Software to fail catastrophically.
- 2) Priority 2: An Error, Defect or Malfunction which substantially degrades the performance of the Software, but does not prohibit the City's use of the Software.
- 3) Priority 3: An Error, Defect or Malfunction which causes only a minor impact on the use of the Software.

c. Contractor will furnish Error, Defect or Malfunction correction in accordance with the following protocols:

- 1) Priority 1 Protocol: Within two business hours, Contractor assigns a product technical specialist(s) to diagnose and correct the Error, Defect or Malfunction; thereafter, Contractor shall provide ongoing communication about the status of the correction; shall proceed to immediately provide a Fix, a Patch or a Workaround; and exercise all commercially reasonable efforts to include a Fix or Patch for the Error, Defect or Malfunction in the next Subsequent Release. Contractor will escalate resolution of the problem to personnel with successively higher levels of technical expertise until the Error, Defect or Malfunction is corrected.
- 2) Priority 2 Protocol: Within four business hours, Contractor assigns a product technical specialist(s) to diagnose the Error, Defect or Malfunction and to commence correction of the Error, Defect or Malfunction; to immediately provide a Workaround; to provide escalation procedures as reasonably determined by Contractor's staff; and to exercise all commercially reasonable efforts to include a Fix or Patch for the Error, Defect or Malfunction in the next Software maintenance release.
- 3) Priority 3 Protocol: Contractor may include a Fix or Patch in the next Software major release.

**10. Hotline Support.** Contractor shall provide remote access hotline support to City to help City answer routine questions with respect to the use of the Software. Contractor also shall provide remote access hotline support to City to initiate resolution of Priority 1 and Priority 2 Errors, Defects and Malfunctions. Hotline support shall be made available by phone between the hours of 8 a.m. and 5 p.m. Pacific time Monday through Friday, except legal holidays. Hotline support shall be available by electronic bulletin board, electronic mail or other service 24-hours a day, seven-days a week.

**11. City Responsibilities Related to Support.** City shall use reasonable efforts to make available to Contractor reasonable access to the equipment on which City experienced the Error, Defect or Malfunction, the Software Product and all relevant documentation and records. City shall also provide reasonable assistance to Contractor, including sample output and diagnostic information, in order to assist Contractor in providing Support Services. City shall be responsible for the interface between the Software and other software products installed on City equipment. Unless otherwise agreed in writing between City and Contractor, City is responsible for installing, managing and operating any Software delivered under this Maintenance Agreement.



**12. Payment Does Not Imply Acceptance of Work.** The granting of any payment by City, or the receipt thereof by Contractor, shall in no way lessen the liability of the Contractor to replace unsatisfactory work, equipment, or materials although the unsatisfactory character of such work, equipment or materials may not have been apparent or detected at the time such payment was made. Materials, equipment, components, or workmanship that did not conform to the requirements of this Maintenance Agreement may be rejected by City and in such case must be replaced by Contractor without delay.

**13. Qualified Personnel.** Work under this Maintenance Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall assign adequate personnel resources to provide the level of service within the response times specified in this Maintenance Agreement.

**14. Responsibility for Equipment.** City shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by City.

**15. Independent Contractor; Payment of Taxes and Other Expenses**

a. **Independent Contractor.** 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 Maintenance Agreement. 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 Maintenance 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 Maintenance 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 Maintenance Agreement.

b. **Payment of 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 Maintenance 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 Maintenance 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 Maintenance Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Contractor is an employee for any other purpose, then Contractor agrees to a reduction in City's financial liability so that City's total expenses under this Maintenance Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Contractor was not an employee.

## **16. Insurance**

a. 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:

1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

3) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

4) 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.

b. Regarding Workers' Compensation, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy 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.

c. All policies shall provide ten days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in the "Notices to the Parties" section.

d. 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.

e. 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.

f. 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.

g. Before commencing any operations under this Agreement, 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. Failure to maintain insurance shall constitute a material breach of this Agreement.

h. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

i. (Reserved)

j. Technology Errors and Omissions Liability coverage, with limits of \$2,000,000 for each claim and each loss. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of services defined in the contract and shall also provide coverage for the following risks:

- 1) Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and
- 2) Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to the City's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

k. Contractor shall maintain in force during the full life of the agreement Cyber and Privacy Insurance with limits of not less than \$2,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form.

l. Coverage for Technology Errors and Omissions Liability and Cyber Privacy may be in a single policy with a shared limit.

**17. Indemnification.** Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's performance of this Maintenance 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 in effect on or validly retroactive to the date of this Maintenance

Agreement 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 sublicensors 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. 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 attorney's 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 in consequence of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Maintenance Agreement.

**18. Liability of City.** CITY'S PAYMENT OBLIGATIONS UNDER THIS MAINTENANCE AGREEMENT SHALL BE LIMITED TO THE PAYMENT OBLIGATION PROVIDED FOR IN SECTION 4 OF THIS MAINTENANCE AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS MAINTENANCE 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 MAINTENANCE AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS MAINTENANCE AGREEMENT.

**19. Default.** Failure or refusal of Contractor to perform or do any act herein required shall constitute a default. In the event of any default, in addition to any other remedy available to the City, this Maintenance Agreement may be terminated by the City upon ten days' written notice. Such termination does not waive any other legal remedies available to the City.

**20. Support Service Term and Termination for Convenience**

a. **Commencement.** Support Services for the Software begin on the Effective Date for the Software.

b. **Termination for Cause.** In the event Contractor fails to perform any of its obligations under this Maintenance Agreement, this Maintenance Agreement may be terminated and all of Contractor's rights hereunder ended. Termination will be effective after ten days written notice to Contractor. In the event of such termination, Contractor will be paid for those services performed under this Maintenance Agreement to the satisfaction of the City, up to the date of termination. However, City may offset from any such amounts due Contractor any costs City has or will incur due to Contractor's non-performance. Any such offset by City will not constitute waiver of any other remedies City may have against Contractor for financial injury or otherwise.

c. **Termination for Convenience.** City shall have the option, in its sole discretion, to terminate this Maintenance Agreement, at any time during the term thereof, for City's convenience and without cause by giving Contractor thirty days written notice of such

termination. In the event of such termination, Contractor will be paid for those services performed, pursuant to this Maintenance Agreement, to the satisfaction of the City up to the date of termination. In no event will City be liable for costs incurred by Contractor after receipt of notice of termination. Such non-recoverable costs include, but are not limited to, anticipated profits on this Maintenance Agreement, post-termination employee salaries, post-termination administrative expenses, or any other cost which is not authorized or reasonable under this section.

**21. Rights and Duties Upon Termination or Expiration.** This Section and the following Sections of the Maintenance Agreement shall survive termination or expiration of this Maintenance Agreement:

- |   |  |
|---|--|
| 7. Submitting False Claims; Monetary Penalties                  | 25. Audit and Inspection of Records.   |
| 8. Taxes.   | 26. Subcontracting.                    |
| 12. Payment Does Not Imply Acceptance of Work.                  | 27. Assignment.                        |
| 14. Responsibility for Equipment.                               | 34. Provisions Controlling.            |
| 15. Independent Contractor; Payment of Taxes and Other Expenses | 35. Entire Agreement; Modifications    |
| 16. Insurance   | 37. Non-Waiver of Rights.              |
| 17. Indemnification.  | 38. Governing Law.                     |
|   | 41. Protection of Private Information. |

Subject to the immediately preceding sentence, upon termination of this Maintenance Agreement prior to expiration of the term specified in Section 3, this Maintenance Agreement shall terminate and 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 Maintenance Agreement, and any completed or partially completed work which, if the Maintenance Agreement had been completed, would have been required to be furnished to the City. This subsection shall survive termination of this Maintenance Agreement.

**22. Conflict of Interest.** Through its execution of this Maintenance Agreement, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Maintenance Agreement.

**23. Proprietary or Confidential Information of City.** Contractor understands and agrees that, in the performance of the work or services under this Maintenance Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Contractor agrees that all information disclosed by City to Contractor shall be held in confidence and used

only in performance of this Maintenance Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent software developer would use to protect its own proprietary data.

**24. Notices to Parties.** Unless otherwise indicated elsewhere in this Maintenance Agreement, all written communications sent by the parties may be by U.S. mail, e-mail or fax, and shall be addressed as follows:

To City: Virginia Donohue  
San Francisco Animal Care and Control  
1200 15<sup>th</sup> Street, San Francisco CA 94103  
Virginia.Donohue@sfgov.org

To Contractor: Keith Brakey  
9888 W Belleview Avenue, Suite 110  
Littleton, CO 80123  
Keith@chameleonbeach.com

Either party may change the address to which notice is to be sent by giving written notice thereof to the other party. If e-mail notification is used, the sender must specify a Receipt notice. Any notice of default must be sent by registered mail.

**25. 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 work under this Maintenance Agreement. 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 Maintenance Agreement, whether funded in whole or in part under this Maintenance Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Maintenance 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 of this Maintenance Agreement shall have the same rights conferred upon City by this Section.

**26. Subcontracting.** Contractor is prohibited from subcontracting this Maintenance Agreement or any part of it unless such subcontracting is first approved by City in writing. Neither party shall, on the basis of this Maintenance Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

**27. Assignment.** The services to be performed by Contractor are personal in character and neither this Maintenance Agreement nor any duties or obligations hereunder may be assigned or delegated by the Contractor unless first approved by City by written instrument executed and approved in the same manner as this Maintenance Agreement.

**28. Limitations on Contributions.** Through execution of 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. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that 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. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. . Contractor further agrees to provide to City the names of each person, entity or committee described above.

**29. Drug-Free Workplace.** Contractor acknowledges that pursuant to the Federal Drug Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Contractor agrees that any violation of this prohibition by the Contractor, its employees, agents or assigns shall be deemed a material breach of contract.

**30. Compliance with Americans with Disabilities Act.** Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Maintenance Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Maintenance Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Maintenance Agreement.

**31. Sunshine Ordinance.** In accordance with Section 67.24(e) of the San Francisco Administrative Code, contracts, Contractors' bids, responses to RFPs and all other records of communications between City and persons or firms seeking contracts shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

**32. Prohibition on Political Activity with City Funds.** In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Maintenance Agreement.

Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Maintenance Agreement, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two years. The Controller will not consider Contractor's use of profit as a violation of this section.

**33. Compliance with Laws.** Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulation of the City and of all state, and federal laws in any manner affecting the performance of this Maintenance 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.

**34. Provisions Controlling.** Contractor agrees that in the event of conflicting language between this "Software Maintenance Attachment" and Contractor's printed form, the provisions of this "Software Maintenance Attachment" shall take precedence.

**35. Entire Agreement; Modifications.** The Maintenance Agreement, together with the Appendices and/or Exhibits hereto, constitutes the entire Maintenance Agreement between the parties and this Maintenance Agreement may not be modified, nor may any of its terms be waived, except by written instrument executed and approved in the same manner as this Maintenance Attachment. All agreements between the parties are included herein and no promises or statements have been made by either party unless endorsed hereon in writing. No change or waiver of any provisions hereof shall be valid unless made in writing with the consent of both parties and executed in the same manner as this Maintenance Agreement. Should the application of any provision of this Maintenance 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 Maintenance 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. Subject to the specific provisions of this Maintenance Agreement, this Maintenance Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

**36. Force Majeure.** Contractor shall not be liable for failure to maintain Software when such failures are due to causes beyond its reasonable control, such as acts of God, acts of civil or military authority, fires, strikes, floods, epidemics, quarantine, war, riot, delays in transportation, care shortages, and inability due to causes beyond its reasonable control to obtain necessary labor, materials or manufacturing facilities, and in such event Contractor shall perform as soon as such cause is removed.

**37. Non-Waiver of Rights.** The waiver by either party of any breach by either party of any term, covenant or conditions hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant or condition hereof.

**38. Governing Law.** This formation, interpretation and performance of this Maintenance 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 Maintenance Agreement shall be in San Francisco.



**39. Construction.** All section headings contained herein are for convenience and reference only and are not intended to define or limit the scope of any provision of this Maintenance Agreement.

**40. Administrative Remedy for Agreement Interpretation.** Should any question arise as to the meaning and intent of this Maintenance Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Purchasing who shall decide the true meaning and intent of this Maintenance Agreement.

**41. Protection of Private Information.** Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contractor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

**42. Graffiti Removal.** Reserved.

**43. Food Service Waste Reduction Requirements.** Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Maintenance Agreement as though fully set forth. This provision is a material term of this Maintenance Agreement. By entering into this Maintenance Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of \$100 liquidated damages for the first breach, \$200 liquidated damages for the second breach in the same year, and \$500 liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Maintenance Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with this provision.

**44. Cooperative Drafting.** This Agreement has been drafted through a cooperative effort of both parties, 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.

**45. Order of Precedence.** Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement. . If the Appendices to this Agreement include any standard printed terms from the Contractor, Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the City's terms and Contractor's printed terms attached, the City's terms shall take precedence, followed by the procurement issued by the department, Contractor's proposal, and Contractor's printed terms, respectively.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

CITY

CONTRACTOR

Recommended by:

**HLP, Inc.**

DocuSigned by:  
*Virginia Donohue*  
4FF9D1A1B9F8499...

Virginia Donohue  
Executive Director  
San Francisco Animal Care and Control

By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

Approved as to Form:

Dennis J. Herrera  
City Attorney

I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

By: DocuSigned by:  
*Margarita Gutierrez*  
3AA5640935284BE...

Margarita Gutierrez  
Deputy City Attorney

Approved:

DocuSigned by:  
*Shawn Peeters*  
C13CDA276251449...

Sailaja Kurella  
Acting Director of the Office of Contract Administration, and Purchaser

DocuSigned by:  
*Keith Brakey*  
A58B856F4782413...

Keith Brakey  
Chief Operating Officer

City vendor number: 0000019

**Appendices**

- A: Services to be provided by Contractor
- B: Calculation of Charges

## **Appendix A Services to be Provided by Contractor**

### **CHAMELEON / CMS SOFTWARE**

#### **LICENSE AGREEMENT**

This is a legal and binding agreement between the Purchaser and HLP, INC. ("HLP"). The request of the Purchaser for the Chameleon / CMS Software Package ("CMS") and License, and the acceptance of payment for such by HLP, is an acceptance of these terms and conditions.

#### **I. GRANT OF LICENSE and USE :**

HLP shall grant Purchaser this License for use of CMS at the time of payment. HLP grants no software licenses whatsoever, either explicitly or implicitly, except by full payment for the CMS Software. This license entitles the Purchaser the right to install CMS on a single Server unit to be used by any number of Client Workstations. Additional Servers require additional Licenses, except as stated under Terms and Restrictions. This License Agreement is with the designated Purchaser only. This Purchaser may not rent, lease, give, sell or in any way transmit any part of the CMS Software Package to an unauthorized, unlicensed entity. This is a non-exclusive, non-transferable license to the use of CMS.

#### **II. PAYMENT :**

- \* Payment for CMS is defined as two parts: 1) Cost of initial License and 2) Support and Maintenance.
- \* The "Cost of initial License" is currently fixed at a published price and is a one time fee.
- \* The "Support and Maintenance" cost is figured by the size of the Purchaser's network, and this fee is billed monthly, quarterly, or annually. The formula is a fixed amount for the Server plus a fixed amount for **each** client workstation that uses CMS for daily operations. The amount changes as the numbers of workstations change unless the Purchaser is paying for "unlimited" users. Annual increases in this fixed, published amount are limited to the "cost of living index".
- \* All of the above payment conditions must be met within 30 days of Invoice date in order for the Purchaser to hold a current, valid CMS License.

#### **III. OWNERSHIP :**

- \* Title to CMS shall remain with HLP. The CMS product name, software, documentation, and other material parts of the CMS package are owned by HLP and may not be reproduced in any form, except as stated under Terms and Restrictions. CMS Software contains the proprietary technology of HLP, INC.
- \* All modifications, additions, upgrades, and new versions provided for under Support and Maintenance are considered part of this title and subject to the conditions of this License.
- \* Purchaser hereby acknowledges HLP's copyright of CMS regardless of whether the copyright notice appears on CMS or whether it has been filed with the United States Copyright Office.

#### **IV. TERMS and RESTRICTIONS :**

- \* The Purchaser shall receive an executable copy of CMS Software. The Purchaser may load, copy, or transmit CMS, in whole or in part, only as is necessary for execution, backup, and hot standby.
- \* Purchaser may modify or merge CMS solely for execution by itself. Any part of this Software included in such adaptations will continue to be subject to this License.
- \* HLP shall bill the Purchaser a Support & Maintenance FEE periodically using the formula under "Payment". This bill is due and payable within thirty days of receipt.
- \* HLP reserves the right to revoke this License if the Support & Maintenance FEE becomes delinquent and is not remedied 30 days after notification in writing. The Purchaser shall then cease use of CMS.
- \* Purchaser agrees not to reverse engineer, decompile, or disassemble CMS.

**V. MAINTENANCE :**

HLP agrees to provide the following maintenance services:

- \* NEW VERSIONS: New Versions are major changes to the look or feel of CMS. All new versions are included and guaranteed to all Purchasers.
- \* UPGRADES: As requests for improvements are accumulated from more than one Purchaser, they will be incorporated into periodic upgrades. These upgrades are included and guaranteed to all Purchasers.
- \* DIAGNOSIS: Technical personnel will diagnose the cause of system problems and refer the Purchaser to the appropriate avenue of correction. HLP shall correct the problem only if the cause is a bug in CMS.
- \* CORRECTIONS: Corrections in CMS code will be available to all Purchasers through the technical support office. Corrections will be made as soon as possible after reported and prioritized as to urgency to CMS operations.

**VI. SUPPORT :**

HLP agrees to provide the following support services:

- \* TECHNICAL SUPPORT LINE: This shall entitle the Purchaser faster access to a technical support person for questions of high priority. Calls are answered during business days and hours and referred to the appropriate staff person. Requests may be faxed or left on the message service when lines are busy or after hours. Evenings, weekends, and holidays are available by pre-arrangement.
- \* SYSTEM to SYSTEM: When requested, HLP can provide the Purchaser direct support via modem and communication software in real time.
- \* SYSTEM ON-LINE HELP: CMS contains comprehensive, context-sensitive, and hyper-texted HELP files that are installed with the software and upgraded as needed.
- \* INTERNET WEB SITE: An internet site is available 24 hours and 7 days to registered Users. Questions, suggestions, and comments may be posted to other Users or the HLP staff. Data can be uploaded and down loaded, all through a local access call.
- \* PERSONNEL ON-SITE: If, for any reason, HLP cannot resolve the Purchaser's request by the means of support listed above, and HLP deems the request critical, then HLP staff may visit the Purchaser's site to resolve the problem.

**VII. SOURCE CODE ESCROW:**

- \* This License does not include or cover access in any way to the CMS Source Code.
- \* HLP has placed in escrow all current Source Code for CMS with an authorized escrow Agent.
- \* The Purchaser shall be entitled to claim a copy of the CMS Source Code under the terms and conditions set forth in the Chameleon/CMS Source Code Escrow Agreement.

**VIII. LIMITED WARRANTY:**

- \* HLP is the owner of CMS and has the right to grant the Purchaser this license to use the same without violating any rights of any third party, and there is currently no actual or threatened suit by any such third party based on the alleged violation of such right by HLP.
- \* HLP warrants that CMS will perform substantially in accordance with it's intended use.
- \* If CMS does not perform as represented and can not be remedied within a reasonable time, HLP will refund the initial cost of this License only.
- \* HLP does not warrant performance of CMS if it is modified by persons other than the staff of HLP.
- \* HLP does not warrant that the execution of CMS will be uninterrupted or error free.
- \* HLP does not warrant that other software programs or computer hardware will not interfere with it's execution.
- \* HLP disclaims all other warranties, either expressed or implied.

**IX. LIABILITY:**

Under this agreement, HLP's liability for damages to the Purchaser resulting from the use of CMS shall not exceed the amount of the Purchaser's initial License. Under this agreement, HLP shall not be liable for any damages resulting from loss of data or use, lost profits or revenue, or any incidental or consequential damages.

**X. TERMINATION:**

HLP may terminate any License granted if Purchaser fails to observe this agreement, and such condition is not remedied within thirty days after written notice has been given Purchaser. Purchaser will then destroy all copies and adaptations of all versions of CMS and certify in writing that such has been done.

**COPYRIGHTED AND NON NEGOTIABLE**

## Chameleon / Public Access Software License Agreement

This is a legal and binding agreement between the Purchaser and HLP, INC. ("HLP"). The request of the Purchaser for the Chameleon / PUBLIC ACCESS Software Package ("PUBLIC ACCESS") and License, and the acceptance of payment for such by HLP, is an acceptance of these terms and conditions. The PUBLIC ACCESS package is composed of ChamCam, Knowledge Rocket, Image Engine, WebChameleon, PaWWW, PetLink, the integrated hardware, and their media products.

### I. GRANT OF LICENSE and USE :

HLP shall grant Purchaser this License for use of PUBLIC ACCESS at the time of payment. HLP grants no software licenses whatsoever, either explicitly or implicitly, except by full payment for the PUBLIC ACCESS Software. This license entitles the Purchaser the right to install PUBLIC ACCESS on a single Server unit to be used by any number of Client Workstations. Additional Clients require additional Licenses, except as stated under Terms and Restrictions. This License Agreement is with the designated Purchaser only. This Purchaser may not rent, lease, give, sell or in any way transmit any part of the PUBLIC ACCESS Software Package, or media products of this software, to an unauthorized, unlicensed entity. This is a limited, non-exclusive, non-transferable license to the use of PUBLIC ACCESS.

### II. PAYMENT :

\* Payment for PUBLIC ACCESS is defined as two parts:

1) Cost of initial License and 2) Support and Maintenance.

\* The "Cost of initial License" is currently fixed at a published price and is a one time fee.

\* The "Support and Maintenance" cost is figured by the size of the Purchaser's network, and this fee is billed monthly, quarterly, or annually. Each client workstation that uses PUBLIC ACCESS for daily operations pays the fixed fee. The total amount changes as the numbers of workstations change unless the Purchaser is paying for "unlimited" users. Annual increases in this fixed, published amount are limited to the "cost of living index".

\* All of the above payment conditions must be met within 30 days of Invoice date in order for the Purchaser to hold a current, valid PUBLIC ACCESS License.

### III. OWNERSHIP :

\* Title to PUBLIC ACCESS, and the media products from it, shall remain with HLP. The PUBLIC ACCESS product name, software, documentation, media products, and other material parts of the PUBLIC ACCESS package are owned by HLP and may not be reproduced in any form, except as stated under Terms and Restrictions. PUBLIC ACCESS Software, and its media products, contains the proprietary technology of HLP, INC.

\* All modifications, additions, upgrades, and new versions provided for under Support and Maintenance are considered part of this title and subject to the conditions of this License.

\* Purchaser hereby acknowledges HLP's copyright of PUBLIC ACCESS regardless of whether the copyright notice appears on PUBLIC ACCESS or whether it has been filed with the United States Copyright Office.

### IV. TERMS and RESTRICTIONS :

\* The Purchaser shall receive a executable copy of PUBLIC ACCESS Software and integrated hardware. The Purchaser may load, copy, or transmit PUBLIC ACCESS, or its media products, in whole or in part, only as is necessary for execution, backup, and hot standby.

\* Purchaser may modify or merge PUBLIC ACCESS solely for execution by itself. Any part of this Software included in such adaptations will continue to be subject to this License.

\* Purchaser agrees to maintain necessary internet links to allow for a consolidated search of shelter data.

- \* HLP agrees to maintain a neutral, commercial free internet site for the sole purpose of achieving a consolidated search. All 'hits' are immediately linked to the local Shelter home page.
- \* Images and data extracts created by PUBLIC ACCESS are intended for use by the Purchaser only. Transfer or sale of PUBLIC ACCESS images by the PURCHASER to other non-licenses entities for commercial purposes is forbidden.
- \* HLP shall bill the Purchaser a Support & Maintenance FEE periodically using the formula under "Payment". This bill is due and payable within thirty days of receipt.
- \* HLP reserves the right to revoke this License if the Support & Maintenance FEE becomes delinquent and is not remedied 30 days after notification in writing. The Purchaser shall then cease use of PUBLIC ACCESS.
- \* Purchaser agrees not to reverse engineer, decompile, or disassemble PUBLIC ACCESS.
- \* Purchaser agrees to protect HLP proprietary information. Information, including, but not limited to, all database schema, procedures, techniques, sounds, and images, may only be used by authorized, licensed entity.

V. MAINTENANCE :

HLP agrees to provide the following maintenance services:

- \* NEW VERSIONS: New Versions are major changes to the look or feel of PUBLIC ACCESS. All new versions are included and guaranteed to all Purchasers.
- \* UPGRADES: As requests for improvements are accumulated from more than one Purchaser, they will be incorporated into periodic upgrades. These upgrades are included and guaranteed to all Purchasers.
- \* DIAGNOSIS: Technical personnel will diagnose the cause of system problems and refer the Purchaser to the appropriate avenue of correction. HLP shall correct the problem only if the cause is a bug in PUBLIC ACCESS.
- \* CORRECTIONS: Corrections in PUBLIC ACCESS code will be available to all Purchasers through the technical support office. Corrections will be made as soon as possible after reported and prioritized as to urgency to PUBLIC ACCESS operations.

VI. SUPPORT :

HLP agrees to provide the following support services:

- \* TECHNICAL SUPPORT LINE: This shall entitle the Purchaser faster access to a technical support person for questions of high priority. Calls are answered during business days and hours and referred to the appropriate staff person. Requests may be faxed or left on the message service when lines are busy or after hours. Evenings, weekends, and holidays are available by pre-arrangement.
- \* SYSTEM to SYSTEM: When requested, HLP can provide the Purchaser direct support via modem and communication software in real time.
- \* INTERNET WEB SITE: An internet site is available 24 hours and 7 days per week to registered Users. Questions, suggestions, and comments may be posted to other Users or the HLP staff. Data can be uploaded and down loaded, all through a local access call.
- \* PERSONNEL ON-SITE: If, for any reason, HLP cannot resolve the Purchaser's request by the means of support listed above, and HLP deems the request critical, then HLP staff may visit the Purchaser's site to resolve the problem.

VII. LIMITED WARRANTY:

- \* HLP is the owner of PUBLIC ACCESS and has the right to grant the Purchaser this license to use the same without violating any rights of any third party, and there is currently no actual or threatened suit by any such third party based on the alleged violation of such right by HLP.
- \* HLP warrants that PUBLIC ACCESS will perform substantially in accordance with it's intended use.
- \* If PUBLIC ACCESS does not perform as represented and can not be remedied within a reasonable time, HLP will refund the initial cost of this License only.
- \* HLP does not warrant performance of PUBLIC ACCESS if it is modified by persons other than the staff of HLP.
- \* HLP does not warrant that the execution of PUBLIC ACCESS will be uninterrupted or error free.
- \* HLP does not warrant that other software programs or computer hardware will not interfere with it's execution.

\* HLP disclaims all other warranties, either expressed or implied.

VIII. LIABILITY:

Under this agreement, HLP's liability for damages to the Purchaser resulting from the use of PUBLIC ACCESS shall not exceed the amount of the Purchaser's initial License. Under this agreement, HLP shall not be liable for any damages resulting from loss of data or use, lost profits or revenue, or any incidental or consequential damages.

IX. TERMINATION:

HLP may terminate any License granted if Purchaser fails to observe this agreement, and such condition is not remedied within thirty days after written notice has been given Purchaser. Purchaser will then destroy all copies and adaptations of all versions of PUBLIC ACCESS and certify in writing that such has been done.

1/2015



**HLP, INC**  
**Chameleon Software Products**  
9888 West Belleview Ave #110  
Littleton, CO 80123

**Chameleon Licensing Services**

Proposal No: SNFR20200115-1  
January 15<sup>th</sup>, 2020

## **Proposal for San Francisco Animal Care & Control**

Thank you for considering us for your licensing automation project. This proposal was prepared at the request of Justine Alberto. The details of your custom tailored Chameleon License Processing solution proposal will follow this brief introduction.

HLP, Inc., makers of Chameleon Software Products, uses state-of-the-art tools and techniques that have made us the unrivaled industry leader in animal licensing technology. Let us shoulder the burden of your high-volume payment processing and repetitive data entry tasks. We'll give you what the other guys can't offer: the data is then re-integrated seamlessly and effortlessly back into your Chameleon shelter management software. What we do saves you time and money, and our time-tested procedures can actually generate more revenue for the shelter while making the licensing process more convenient than ever for your customers.

### **WEB LICENSING PROCESSING SERVICES**

HLP will accommodate online license purchases and renewals through HLP's LicensePet.com, offering increased convenience to the public by allowing them to pay for their animal licenses online with a credit card. Custom setup services to analyze/code rules for a variety of criteria are included at no additional cost.

- Animal license renewal information is transmitted (encrypted) via HLP's KnowledgeRocket application from the Client's Chameleon server.
- HLP will transmit (encrypted) licensing data back to the Client's Chameleon database on a daily basis, ensuring staff always has access to current licensing information. Licensing data will be updated via HLP's LockBox Plus program. Old licenses will be renewed; new licenses and receipts will be created. New licenses will be processed via HLP's LockBox Plus program using Scrubber Technology.
- HLP will provide daily transaction summaries to the Client detailing the work completed.



- HLP will provide a report listing all transactions that require a new license tag for the use of the Client to send the license tags to their customers.

**WEB DONATION SERVICES (included with WebLicensing upon client request)**

HLP will accommodate online donations allowing the public to include a donation with the WebLicensing transaction or submit a new or additional donation at any time.

- Person records will be processed via HLP's LockBox Plus program using Scrubber Technology, which matches the Donation records with existing person records in the database.
- Receipt (if requested), Donation, and Donor Profile records will be created.

**INITIAL CUSTOM SET UP SERVICES**

- Determine descriptive information to be displayed for person, animal identification.
- Determine rules if new licenses are to be sold (or just renewals).

**Setup Fees**

Description	Qty	Unit	Total
Initial set-up fee	1	waived	waived
Annual Service fee	1	\$3,840.00	\$3,840.00

**Transaction Fees (Applied per Unit)**

Description	Qty (Est.)	Unit	Total
Processing Fees (estimated annual volume, actual volume will be billed monthly)	5,000	\$0.35	\$1,750.00

**Setup Fees**

Description	Qty	Unit	Total
Initial set-up fee	1	waived	waived
Annual Service fee	1	\$3,840.00	\$3,840.00

**Transaction Fees (Applied per Unit)**

Description	Qty (Est.)	Unit	Total
Processing Fees (estimated annual volume, actual volume will be billed monthly)	5,000	\$0.35	\$1,750.00

**PAYMENT TERMS**

- Setup Fees are billed and payable (net 30) upon receipt of purchase order. Work will begin after payment has been received and is non refundable after work has been started.
- Annual Service Fees are billed and payable (net 30) upon receipt of invoice.
- Transaction Fees are billed and payable (net 30) upon receipt of invoice.

**NOTES & EXCLUSIONS**

- Set-up/customization is limited to the items specified above. Any other customization will be bid separately.
- Client will ensure that the LicenseNo, PersonId, and AnimalId are on the license renewal notice.
- Client is responsible for handling inquiries from the public.
- Client agrees to provide a link on their website to the WebLicensing service.

- For the purposes of licensing online, Client will provide a bank account that uses the Authorize.net, CyberSource Secure Acceptance, Elavon Converge, FIS PayDirect, or Official Payments Co-Brand payment processor. Other payment processors may be acceptable, but will be evaluated on a case by case basis and subject to additional charges. Client remains responsible for any transaction fees that may be assessed by bank account provided.
- Monies obtained online will be directly deposited into the Client designated bank account by the owner's bank at settlement from the payment processor. Once HLP has obtained an authorization code from the payment processor, the transaction will be assumed to be complete.
- Client will be responsible for reconciling their bank statement with WebLicensing transactions. HLP will not keep credit card information. HLP will update Chameleon with the transaction\_id and authorization code from the payment processor. The Crystal Close of Business report and other provided Crystal reports can be used to facilitate this task.
- Services will terminate if annual fee or transaction fees are not paid and client will be required to cease use of all HLP products associated with WebLicensing services.
- All HLP products listed are copyrighted under the Chameleon Public Access Software License and/or the Chameleon/CMS Software License and the Client use of all HLP products is subject to all terms and conditions of those licenses.
- All purchase orders or contracts must reference this quote or the above description must be included.

#### **CONTACT INFORMATION**

- Telephone Number: 800-459-8376
- Facsimile Number: 866-844-3924
- E-Mail Address: [sales@chameleonbeach.com](mailto:sales@chameleonbeach.com)
- Website URL: [www.chameleonbeach.com](http://www.chameleonbeach.com)

**Setup Fees**

Description	Qty	Unit	Total
Initial set-up fee	1	waived	waived
Annual Service fee	1	\$3,840.00	\$3,840.00

**Transaction Fees** (Applied per Unit)

Description	Qty (Est.)	Unit	Total
Processing Fees (estimated annual volume, actual volume will be billed monthly)	5,000	\$0.35	\$1,750.00

**Chameleon Software Support & Maintenance**

Description	Qty	Unit	Total
3 Year Support & Maintenance (1 server and 8 workstations)	9	\$2,880.00	\$25,920.00
			+ 8.5% Tax \$2,203.20
			<b>\$28,123.20</b>

**Chameleon Web Licensing/Web Donation Setup Fees**

Description	Qty	Unit	Total
Initial set-up fee	1	Waived	Waived
Annual Service fee	3 Years	\$3,840.00	<b>\$11,520.00</b>

**Chameleon Web Licensing/Web Donation Transaction Fees**

Description	Qty (Est.)	Unit	Total
Processing Fees (estimated 5,000 annual volume, actual volume will be billed monthly)	15,000	\$0.35	<b>\$5,250.00</b>



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: "Proprietary Cloud Software, Software Support and Equipment Installation and Maintenance"

Funding Source: Various

PSC Amount: \$10,000,000

PSC Est. Start Date: 07/01/2021

PSC Est. End Date  
continued

**1. Description of Work**

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

The Office of Contract Administration (OCA), on behalf of all City departments, hereby requests that the Civil Service Commission (CSC) grant Continuing Approval for three narrowly defined categories pertaining to proprietary software and equipment. These three categories are: (1) Proprietary Cloud Based Software, (2) Proprietary Software Support and (3) Proprietary Equipment Installation and maintenance. Each of these three categories is narrowly defined in the attached memorandum titled "Definitions for Continuing Approval of Prop Software and Equipment".

If a contract qualifies for one of these three categories, the department may elect to use this Continuing Approval in lieu of obtaining its own approval. In so doing, the department shall be required to report its election when submitting its contract for OCA review. Upon reporting its election when submitting its contract, all applicable unions shall be immediately notified of said election by email. Additionally, OCA shall produce a report such elections on a quarterly basis to CSC or, upon request, on a more frequent basis. Specifically, OCA will report the Department Name, Contract ID, Supplier ID, Contract Amount, Service Type and Contract End Date.

PLEASE SEE CONTINUATION OF THIS RESPONSE ON MEMORANDM ATTACHED

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

Historically, CSC did not require departments to seek CSC review for Proprietary Cloud Based Software, Proprietary Software Maintenance and Proprietary Equipment Installation and Maintenance. In recent years, CSC has revised its position. This shift has meant that every City contract for proprietary software and equipment must now be reviewed by CSC. The purpose of this request, therefore, is to carve out these three very limited category of services, recognizing that even if presented to CSC on an individual contract by contract basis, CSC would find that Civil Service employees may not legally perform them without either (A) violating the software manufacturer's copyrights, trademarks, trade secrets, and patents or (B) voiding the equipment manufacturer's warranties. Should this request be denied, therefore, City staff will expend unnecessary time and resources on achieving what can be done on a Continuing Approval basis, coupled with regular reporting.

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

N/A

D. Will the contract(s) be renewed?

N/A

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:**

Civil Service employees may not legally perform these narrowly defined services without either (A) violating the software manufacturer's copyrights, trademarks, trade secrets, and patents or (B) voiding the equipment manufacturer's warranties. Should this request be denied, therefore, City staff will expend unnecessary time and resources on achieving what can be done on a Continuing Approval basis, coupled with regular reporting

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

A. Specify required skills and/or expertise: In order for Civil Service employees to be permitted to perform these narrowly defined services, software manufacturers would have to grant City employees access to the manufacturer's copyrights, trademarks, trade secrets, and/or patents and equipment manufacturers would have to agree to not void the equipment manufacturer's warranties should the maintenance and installation be performed by City employees.

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 services are not available from resources within the City.

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

A. Explain why civil service classes are not applicable.

Civil Service employees may not legally perform these narrowly defined services without either (A) violating the software manufacturer's copyrights, trademarks, trade secrets, and patents or (B) voiding the equipment manufacturer's warranties.

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 employees may not legally perform these narrowly defined services without either (A) violating the software manufacturer's copyrights, trademarks, trade secrets, and patents or (B) voiding the equipment manufacturer's warranties.

**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. Civil Service employees may not legally perform these narrowly defined services without either (A) violating the software manufacturer's copyrights, trademarks, trade secrets, and patents or (B) voiding the equipment manufacturer's warranties.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
Yes. We do not know if departments electing to use this Continuing Approval have existing contracts for these services.

**7. Union Notification:** On 06/26/2021, 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: Joan Lubamersky Phone: 4155544859 Email: joan.lubamersky@sfgov.org

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

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 11945 - 20/21

DHR Analysis/Recommendation:

action date: 09/20/2021

Commission Approval Required  
conditions

Approved by Civil Service Commission with

09/20/2021 DHR Approved for 09/20/2021

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION

Dept. Code: AIR

Type of Request:  Initial  Modification of an existing PSC (PSC # 40697 - 14/15)

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

Type of Service: PMSS and DB Services for the Terminal 3 West Improvements Project

Funding Source: Airport Capital Funds

PSC Original Approved Amount: \$600,000,000 PSC Original Approved Duration: 04/20/15 - 06/30/20 (5 years 10 weeks)

PSC Mod#1 Amount: \$300,000,000 PSC Mod#1 Duration: 07/01/20-02/01/23 (2 years 30 weeks)

PSC Mod#2 Amount: \$700,000,000 PSC Mod#2 Duration: 01/31/23-12/31/29 (6 years 47 weeks)

PSC Cumulative Amount Proposed: \$1,600,000,000 PSC Cumulative Duration Proposed: 14 years 37 weeks

**1. Description of Work**

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

Project Management Support Services (PMSS) and Design-Build (DB) service teams with airport terminal design and management expertise are required to manage the design and construction of the Terminal 3 West Improvements project. Services to be provided include project controls, scheduling, document control, design management, contracts management, architectural and engineering design services, and construction of the project. The scope of work of this project includes renovation of the existing western half of Terminal 3, design and construction of an expansion of Terminal 3, a secure connector from Terminal 3 to the International Terminal, a new consolidated baggage handling system, and various utility and support infrastructure upgrades.

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

As a result of international passenger growth and continued forecasted growth over the long term, as well as a goal to improve the passenger amenities and retrofit the structural systems to meet current seismic code, the Airport will redevelop the western half of Terminal 3. If the services for this project are denied, the project will be delayed, resulting in loss of potential long-term business from United Airlines, decreased level of service to passengers, delayed seismic retrofits to the building structure, delayed improvements to utilities and support infrastructure, delayed overall consolidation of United's baggage handling system, and delays to the long term development plan for the western half of 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.

Yes, PSC 40697-14/15

D. Will the contract(s) be renewed?

Yes, if there continues to be a need for 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:

Because of the Covid delay, we need to extend the contracts and increase the amount caused by cost escalation.

**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 terminal project requires specific expertise in airport terminal development.

B. Reason for the request for modification:

These contracts were put on hold for 2+ years because of Covid and now we are restarting the work. Because of the Covid delay, we need to extend the contracts and increase the amount caused by cost escalation.

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



- A. Specify required skills and/or expertise: Specialized skills, knowledge, and expertise in airport terminal development, baggage handling systems, design management, integration of airline business requirements, and project and construction management are required.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5201, Junior Engineer; 5203, Asst Engr; 5207, Assoc Engineer; 5209, Industrial Engineer; 5211, Eng/Arch/Landscape Arch Sr; 5218, Structural Engineer; 5219, Senior Strucutral Engineer; 5260, Architectural Assistant 1; 5261, Architectural Assistant 2; 5262, Landscape Architect Assoc 1; 5265, Architectural Associate 1; 5266, Architectural Associate 2; 5268, Architect; 5272, Landscape Architect Assoc 2; 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.  
The existing Civil Service classifications do not have the required expertise and specialized skills necessary for the development, project and construction management of a large-scale airport terminal redevelopment project.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: An Airport terminal redevelopment project of this scope and scale does not occur frequently enough to adopt a permanent civil service class.

**6. Additional Information**

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

**7. Union Notification:** On 01/31/23, 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: 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# 40697 - 14/15

DHR Analysis/Recommendation:  
Commission Approval Required

Civil Service Commission Action:

DHR Approved for 03/06/2023

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



# **Additional Attachment(s)**

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

Department: AIRPORT COMMISSIONDept. Code: AIRType of Request:  Initial  Modification of an existing PSC (PSC # 40697 - 14/15)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: PMSS and DB Services for the Terminal 3 West Improvements ProjectFunding Source: Airport Capital FundsPSC Original Approved Amount: \$600,000,000PSC Original Approved Duration: 04/20/15 - 06/30/20 (5 years 10 weeks)PSC Mod#1 Amount: \$300,000,000PSC Mod#1 Duration: 07/01/20-02/01/23 (2 years 30 weeks)PSC Cumulative Amount Proposed: \$900,000,000PSC Cumulative Duration Proposed: 7 years 41 weeks**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

Project Management Support Services (PMSS) and Design-Build (DB) service teams with airport terminal design and management expertise are required to manage the design and construction of the Terminal 3 West Improvements project. Services to be provided include project controls, scheduling, document control, design management, contracts management, architectural and engineering design services, and construction of the project. The scope of work of this project includes renovation of the existing western half of Terminal 3, design and construction of an expansion of Terminal 3, a secure connector from Terminal 3 to the International Terminal, a new consolidated baggage handling system, and various utility and support infrastructure upgrades.

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

As a result of international passenger growth and continued forecasted growth over the long term, as well as a goal to improve the passenger amenities and retrofit the structural systems to meet current seismic code, the Airport will redevelop the western half of Terminal 3. If the services for this project are denied, the project will be delayed, resulting in loss of potential long-term business from United Airlines, decreased level of service to passengers, delayed seismic retrofits to the building structure, delayed improvements to utilities and support infrastructure, delayed overall consolidation of United's baggage handling system, and delays to the long term development plan for the western half of 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.**

Yes, PSC 40697-14/15

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

Yes, if there continues to be a need for 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 additional time is need to align the contracts with the expected completion dates.

## 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 terminal project requires specific expertise in airport terminal development.

- B. Reason for the request for modification:

Add money and extend term.

## 3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Specialized skills, knowledge, and expertise in airport terminal development, baggage handling systems, design management, integration of airline business requirements, and project and construction management are required.

- B. Which, if any, civil service class(es) normally perform(s) this work? 5201, Junior Engineer; 5203, Asst Engr; 5207, Assoc Engineer; 5209, Industrial Engineer; 5211, Eng/Arch/Landscape Arch Sr; 5218, Structural Engineer; 5219, Senior Strucutral Engineer; 5260, Architectural Assistant 1; 5261, Architectural Assistant 2; 5262, Landscape Architect Assoc 1; 5265, Architectural Associate 1; 5266, Architectural Associate 2; 5268, Architect; 5272, Landscape Architect Assoc 2; 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.

The existing Civil Service classifications do not have the required expertise and specialized skills necessary for the development, project and construction management of a large-scale airport terminal redevelopment project.

- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: An Airport terminal redevelopment project of this scope and scale does not occur frequently enough to adopt a permanent civil service class.

## 6. Additional Information

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

**7. Union Notification:** On 06/20/16, 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: 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# 40697 - 14/15

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 06/27/2016



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: PMSS and DB Services for the Terminal 3 West Improvements Project

Funding Source: Airport Capital Funds

PSC Amount: \$600,000,000

PSC Est. Start Date: 04/20/2015

PSC Est. End Date 06/30/2020

**1. Description of Work**

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

Project Management Support Services (PMSS) and Design-Build (DB) service teams with airport terminal design and management expertise are required to manage the design and construction of the Terminal 3 West Improvements project. Services to be provided include project controls, scheduling, document control, design management, contracts management, architectural and engineering design services, and construction of the project. The scope of work of this project includes renovation of the existing western half of Terminal 3, design and construction of an expansion of Terminal 3, a secure connector from Terminal 3 to the International Terminal, a new consolidated baggage handling system, and various utility and support infrastructure upgrades.

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

As a result of international passenger growth and continued forecasted growth over the long term, as well as a goal to improve the passenger amenities and retrofit the structural systems to meet current seismic code, the Airport will redevelop the western half of Terminal 3. If the services for this project are denied, the project will be delayed, resulting in loss of potential long-term business from United Airlines, decreased level of service to passengers, delayed seismic retrofits to the building structure, delayed improvements to utilities and support infrastructure, delayed overall consolidation of United's baggage handling system, and delays to the long term development plan for the western half of the Airport.

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

This is a new service.

D. Will the contract(s) be renewed?

Yes, if there continues to be a need for 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 is expected to be greater than five (5) years due to the complexity and scale of the project.

**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 terminal project requires specific expertise in airport terminal development.

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

A. Specify required skills and/or expertise: Specialized skills, knowledge, and expertise in airport terminal development, baggage handling systems, design management, integration of airline business requirements, and project and construction management are required.

B. Which, if any, civil service class(es) normally perform(s) this work? 5201, Junior Engineer; 5203, Asst Engr; 5207, Assoc Engineer; 5209, Industrial Engineer; 5211, Eng/Arch/Landscape Arch Sr; 5218, Structural Engineer; 5219, Senior Strucutral Engineer; 5260, Architectural Assistant 1; 5261, Architectural Assistant 2; 5262, Landscape Architect Assoc 1; 5265, Architectural Associate 1; 5266, Architectural Associate 2; 5268, Architect; 5272, Landscape Architect Assoc 2; 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 Airport sent a Notice of Intent to appropriate City departments on January 23, 2015 and received no response.

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

A. Explain why civil service classes are not applicable.

The existing Civil Service classifications do not have the required expertise and specialized skills necessary for the development, project and construction management of a large-scale airport terminal redevelopment project.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. An Airport terminal redevelopment project of this scope and scale does not occur frequently enough to adopt a permanent civil service class.

**6. Additional Information**

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

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

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

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

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

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

**7. Union Notification:** On 02/20/2015, 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: Cynthia Avakian Phone: 650-821-2014 Email: cynthia.avakian@flysfo.com

Address: PO Box 8097 San Francisco, CA 94128

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 40697 - 14/15

DHR Analysis/Recommendation:

action date: 04/20/2015

Commission Approval Required

Approved by Civil Service Commission

04/20/2015 DHR Approved for 04/20/2015