



London Breed  
Mayor

Carol Isen  
Human Resources Director

Date: October 20, 2023

To: The Honorable Civil Service Commission

Through: Carol Isen  
Human Resources Director

From: Brett Conner, CHF  
Amy Nuque, MTA  
Alysabeth Alexander- Tut, PRT  
Kelly Hiramoto, DPH  
Shawndrea Hale / Daniel Kwon, PUC  
Alexander Burns, DPW  
Cynthia Avakian, AIR  
Emily Alt, ASR  
Daniella Mattias, MYR  
Mike Cotter, HRD

Subject: **Personal Services Contracts Approval Request**

This report contains seventeen (17) personal services contracts (PSCs) in accordance with the revised Civil Service Commission (CSC) procedures for processing PSCs that became effective on November 5, 2014.

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

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

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

| Total of this Report | YTD Expedited Approvals<br>FY2023-2024 | Total for FY2023-2024 |
|----------------------|--|-----------------------|
| \$111,695,250        | \$324,882,185                          | \$2,749,931,084       |

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# POSTING FOR

November 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="#">42055 - 23/24</a> | CHILDREN;<br>YOUTH & THEIR<br>FAMILIES | \$5,000,000.00 | The Contract Management System (CMS) is an online application that serves as the primary contract monitoring and invoicing mechanism between grantees and the Department of Children, Youth and Their Families. This contract will provide CMS maintenance and support services related to daily application and data backup, application hosting and connectivity, project management, user support, security, implementation and monitoring, data integration, software bug fixes, minor additions to data collection, browser compatibility testing, general code optimization, and ongoing customizations.        | January 1, 2024          | June 30, 2029          | REGULAR          |
| <a href="#">45002 - 23/24</a> | CHILDREN;<br>YOUTH & THEIR<br>FAMILIES | \$6,000,000.00 | The Our415 Coordinated Communications Initiative of the Department of Children, Youth and Their Families is a multifaceted program designed to connect families with available programs, resources, and supports. The project includes the creation of a resource website for families, development of an online service inventory database, public event production, and brand marketing services for the department and its community initiatives. The intention is to create a network of tools and community engagement activities to link youth and families with the resources they need to thrive in the City. | January 1, 2024          | June 30, 2029          | 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="#">43627 - 23/24</a> | MUNICIPAL TRANSPORTATION AGENCY | \$14,000,000.00 | <p>Professional Services that include:</p> <ol style="list-style-type: none"> <li>1. software development of a commercial off the shelf software application for planning, developing, managing transit services. The application integrates to other systems for transit real time predictions and for transmitting timekeeping transactions for up to 3,000 transit employees.</li> <li>2. Training on the use of this commercial off the shelf software application.</li> <li>3. Technical expertise on this commercial off the shelf application the best use of the software and for planning future enhancements.</li> </ol> <p>Licensing for the use of the commercial off the shelf application for:</p> <ol style="list-style-type: none"> <li>1. Developing transit schedules for SFMTA’s public transit services,</li> <li>2. Conducting online shift bids, managing employee work assignments, generating timekeeping transactions based on the schedule, bid, and shift worked, and</li> <li>3. Interfacing the data from Transit Scheduling: <ol style="list-style-type: none"> <li>a. to real time computer aided dispatching</li> <li>b. Transit passenger time predictions</li> <li>c. Peoplesoft People and Pay</li> </ol> </li> </ol> | October 1, 2023          | September 30, 2033     | REGULAR          |
| <a href="#">41202 - 23/24</a> | PORT                            | \$250,000.00    | <p>The Port is a utility operator for various utility types within this geography. California State law requires utility operators such as the Port to locate and mark their subsurface utilities prior to certain construction activities within their immediate vicinity.</p> <p>Through this solicitation, the Port seeks to contract with a consultant to:</p>   | October 1, 2023          | September 30, 2027     | REGULAR          |

| <u>PSC No</u>        | Dept Designation            | PSC Amount     | Description of Work   | PSC Estimated Start Date | PSC Estimated End Date | Type of Approval |
|----------------------|-----------------------------|----------------|---|--------------------------|------------------------|------------------|
|                      |                             |                | <ul style="list-style-type: none"> <li>• Coordinate a portion of the Port’s obligation with USA North;</li> <li>• Triage USA North ticket requests for subsurface utility location services;</li> <li>• Locate and mark Port-owned subsurface installations in the field; and</li> <li>• Coordinating with Port staff to ensure Port GIS base maps are maintained and updated</li> </ul>  |                          |                        |                  |
| <u>49173 - 23/24</u> | PUBLIC HEALTH               | \$5,000,000.00 | <p>Contractor(s) will work with Department staff to create engaging media and outreach campaigns and/or conduct community assessments and surveys for a variety of public health topics. The initial project will be a campaign to educate the public in the area of substance use in San Francisco and the availability and effectiveness of treatment for opioid addiction and educating the public about naloxone and how it can save a life. Contractor(s) will also provide: Recommendations on how to reach target audience using market analysis; Design multilingual and multimedia campaigns; Purchase ad space in a variety of forums; and provide engagement and reach metrics of the media campaigns.</p> | October 23, 2023         | December 31, 2027      | REGULAR          |
| <u>40354 - 23/24</u> | PUBLIC UTILITIES COMMISSION | \$1,540,000.00 | <p>Third Party Interrupter Testing: The San Francisco Public Utilities Commission (SFPUC) Power Enterprise seeks International Electrical Testing Association (NETA) Level 3 or Level 4 certified technician to field test interrupters per PG&amp;E’s Interconnection handbook, Appendix R “Protective Relay Requirements and Approvals” found at the following link:<br/> <a href="https://www.pge.com/includes/docs/pdfs/shared/rates/t">https://www.pge.com/includes/docs/pdfs/shared/rates/t</a></p>   | November 1, 2023         | January 31, 2031       | REGULAR          |

| <u>PSC No</u>        | Dept Designation            | PSC Amount      | Description of Work  | PSC Estimated Start Date | PSC Estimated End Date | Type of Approval |
|----------------------|-----------------------------|-----------------|--|--------------------------|------------------------|------------------|
|                      |                             |                 | <p><a href="#">ariffbook/ferc/tih/...</a></p> <p>SFPUC Power Enterprise Distribution Engineering will provide approved settings and SFPUC Power Enterprise Utility Field Services will program the interrupter to the approved settings. The approved settings will be provided to the NETA Level 3 or Level 4 certified technician by SFPUC in advance of the test date. No equipment or materials will be supplied by SFPUC. Contractor shall provide the probes/connectors to connect to interrupters. The interrupter testing equipment must follow the standards listed by SFPUC in the Scope of Work. Once testing is complete, SFPUC will install the equipment. If Contractor's performance of any tests discovers any deficiencies, Contractor shall notify and advise SFPUC of any corrective action that must occur prior to any further testing.</p>           |                          |                        |                  |
| <u>43035 - 23/24</u> | PUBLIC UTILITIES COMMISSION | \$45,000,000.00 | <p>The scope includes work in three cooperative programs:</p> <ol style="list-style-type: none"> <li>1. Source Water Protection - Watershed controls to preserve the San Francisco Regional Watersheds within Yosemite National Park (YNP) as high-quality drinking water sources and to maintain the filtration avoidance status of the Hetch Hetchy Supply. This includes watershed management for source water protection and implementation of the Raker Act water quality provisions, along with other source water protection initiatives.</li> <li>2. Environmental Stewardship (ES) Program - Collaborative efforts to improve environmental stewardship of the Upper Tuolumne River ecosystem which affects, or is affected by, SFPUC facilities and operations within YNP. These efforts incorporate policies described in the SFPUC Water Enterprise</li> </ol> | July 1, 2024             | June 30, 2028          | REGULAR          |

| <u>PSC No</u>                 | Dept Designation            | PSC Amount      | Description of Work   | PSC Estimated Start Date | PSC Estimated End Date | Type of Approval |
|-------------------------------|-----------------------------|-----------------|---|--------------------------|------------------------|------------------|
|                               |                             |                 | <p>Environmental Stewardship Policy and will also assist in carrying out stipulations entered into by the SFPUC within the Department of the Interior under provisions of the Raker Act.</p> <p>3. Security Program - Providing security for facilities essential to SFPUC operations within the YNP.</p>   |                          |                        |                  |
| <a href="#">45219 - 23/24</a> | PUBLIC UTILITIES COMMISSION | \$15,000,000.00 | <p>The scope of work includes obtain services to augment and assist SFPUC staff with specialized program/project scheduling, Critical Path Method (CPM) scheduling, forecasting, change control, cost controls, and cost estimating for capital improvement projects and programs, review construction change orders and evaluate cost and schedule impacts, database modifications, upload/download of data from other software systems to the Primavera suite of tools used in Program Controls Group (PCG), and other specialized services such as providing technical training to staff.</p>  | December 31, 2023        | December 31, 2023      | REGULAR          |
| <a href="#">48658 - 22/23</a> | PUBLIC UTILITIES COMMISSION | \$8,000,000.00  | <p>4 Contracts at \$2,000,000 each. The San Francisco Public Utilities Commission (SFPUC), Power Enterprise, seeks a professional services consultant to assist with power operations support on an as-needed basis. Tasks will include assisting in the development of an Integrated Resources Plan (IRP) and the design and implementation of ongoing IRP review. The consultant will also provide support in risk management, settlements, power scheduling, and trading. The SFPUC would also like to utilize the consultant's expertise in business and strategic planning for both the publicly-owned utility (POU) functions and community choice aggregation (CCA) processes.</p> | October 1, 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 |
|-------------------------------|--|----------------|--|--------------------------|------------------------|------------------|
| <a href="#">42458 - 23/24</a> | PUBLIC UTILITIES COMMISSION            | \$1,800,000.00 | <p>Fish screen cleaning and DSOD valve exercising at raw water supplies including: San Antonio Reservoir, Calaveras Reservoir, Crystal Springs Reservoir, and San Andreas Reservoir.</p> <p>Perform required treated water tanks and reservoir inspections and cleanings as required. Tanks and reservoirs to be inspected and cleaned are: Castlewood Reservoir, Tesla Treatment Facility domestic water tanks, Sunol Town Tanks, SVWTP Chlorine Contact Tank, SVWTP Treated Water Reservoir, The Balancing Reservoir, HTWTP Chlorine Contact Chamber, and HTWTP Treated Water Reservoir.</p> <p>**Inspection and cleaning including the removal of sediments and debris as well as necessary underwater repairs from pump sumps, tunnels and terminus's from and leading to SF Bay at and from:<br/> AWSS Pump Station # 1, 698 2nd. St, SF, CA.<br/> AWSS Pump Station # 2, 3455 Van Ness Ave. SF, CA.</p> <p>** Limited Underwater Emergency inspections and underwater repairs for CDD potable water assets</p> | October 1, 2023          | December 1, 2028       | REGULAR          |
| <a href="#">45441 - 23/24</a> | GENERAL SERVICES AGENCY - PUBLIC WORKS | \$4,000,000.00 | <p>Provide specialized services in Specifications Writing and Hardware Design to support Public Works design staff on an as-needed basis. The Consultants will provide expert advice and services to ensure that the most up to date products are utilized in our specifications.</p>  | November 6, 2023         | December 31, 2030      | REGULAR          |
| <a href="#">48750 - 23/24</a> | GENERAL SERVICES AGENCY - PUBLIC WORKS | \$3,000,000.00 | <p>Selected Consultants will provide specialized Inspector of Record (IOR) Inspection services for hospital projects on an as-needed basis. As required by the Office of Statewide Health Planning and Development (OSHPD) – a State Agency, Inspectors of Record for hospital projects must be certified by OSHPD. The role</p>   | September 25, 2023       | September 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 |
|-------------------------------|---------------------|--------------|---|--------------------------|------------------------|------------------|
|                               |                     |              | of the IOR is to provide competent and continuous inspection of all phases of hospital construction, allow OSHPD to efficiently monitor the construction process, and assure that the work is being performed in accordance with OSHPD-approved plans and applicable codes. An IOR must record all construction activities that occur on site and is responsible for verifying such items as seismic anchorage and equipment; the bracing of all mechanical, plumbing, and electrical piping; and conduit installation in accordance with the approved documents and installation procedures. The IOR also oversees all inspections and witnesses work performed by outside inspectors. As part of the inspection team and as the liaison between the Owner (City), the Architect of Record, and OSHPD, the IOR observes and reports the results of each inspection to all responsible parties. |                          |                        |                  |
| <a href="#">47587 - 22/23</a> | AIRPORT COMMISSION  | \$750,000.00 | Veterinary care services for approximately 18 working canines of the San Francisco Police Department Airport Bureau (SFPD-AB) Canine Unit at San Francisco International Airport (Airport). Work shall include providing standard care including examinations, disease prevention programs, diet and weight management services, medications, and treatments as necessary to various conditions and illnesses. Contractor shall also provide 24/7 emergency and specialty care include oncology treatment, cardiology, ophthalmology, and neurology services, on an as-needed basis.  | January 1, 2024          | December 31, 2028      | REGULAR          |
| <a href="#">47345 - 23/24</a> | ASSESSOR / RECORDER | \$564,250.00 | The Office of the Assessor-Recorder's (ASR) property assessment system is one of the most important IT resources in the City and County of San Francisco, as it   | January 1, 2024          | December 31, 2026      | REGULAR          |

| <u>PSC No</u>        | Dept Designation | PSC Amount   | Description of Work   | PSC Estimated Start Date | PSC Estimated End Date | Type of Approval |
|----------------------|------------------|--------------|---|--------------------------|------------------------|------------------|
|                      |                  |              | <p>tracks all valuations and modifications for taxable property in the City and is responsible for generating property tax revenues of over \$3.0 billion annually. ASR's current property tax system is a proprietary system that was designed and installed over 20 years ago and is highly customized for ASR.</p> <p>ASR is in the process of replacing our property tax assessment system with a new modernized system known as the System for Managing Assessments, Records, and Transactions (SMART) which will more fully support ASR's property assessment functions. Given that SMART will require an additional year to fully implement and deploy, it is essential that ASR be able to maintain and update the current system until the new system goes live and the old system can be fully decommissioned. Therefore, ASR is undertaking a new contract in the amount of \$564,250 for a software maintenance services agreement; the initial contract term is one (1) year with two (2) one-year options to extend for one year each</p> |                          |                        |                  |
| <u>48439 - 23/24</u> | HUMAN RESOURCES  | \$900,000.00 | <p>City candidates and employees need timely access to medical clearance and monitoring examinations, which are required for certain job classes under state and federal regulation. The scope of work includes all of the screening and monitoring services required for select City job classes to begin and continue work.</p> <p>Medical Examinations administered by a physician or physician extender: pre-placement physical exam, respirator clearance physical exam, physician consultation, hazardous worker exam, asbestos exposure physical exam, silica physical exam, Department of Motor Vehicles/Department of Transportation physical exam. Medical examinations</p>   | October 1, 2023          | June 30, 2027          | REGULAR          |

| <u>PSC No</u> | Dept Designation | PSC Amount | Description of Work  | PSC Estimated Start Date | PSC Estimated End Date | Type of Approval |
|---------------|------------------|------------|--|--------------------------|------------------------|------------------|
|               |                  |            | <p>administered by an ancillary provider or technician: Audiogram, screening electrocardiogram, resting, Cardiac stress test with treadmill, Chest X-Ray, 1 view, Chest X-Ray, 2 views, Chest X-Ray, 4 views, frontal and lateral with oblique projections,B Reader Chest X-Ray, respirator medical clearance/OSHA, respirator fit test, qualitative, review of OSHA Respirator Questionnaire, spirometry.</p> <p>Laboratory work administered by an ancillary provider or technician: PPD, placement and reading, QuantiFERON, CBC with automated differential, Chem Comprehensive Panel, Blood lead, Cholinesterase, RBC, Cholinesterase, Plasma/Serum, Fecal Immunochemical Test, Laboratory or non-physician review of tests/brief screen – no physical exam, venipuncture.</p> <p>Pre-Employment Titers and Vaccinations administered by an ancillary provider or technician:Titer: Mumps Antibody Screen, Titer: Rubella Antibody Screen (German Measles), Titer: Rubeola Antibody Screen (Measles), Titer: Varicella (Varicella or Chickenpox) Antibody Screen, Titer: Hepatitis B Surface Antibody (HBsAb), Titer: Hepatitis A IgG Antibody (HAAB).<br/>Pre-Employment Titers and Vaccinations administered by a Registered Nurse: Vaccine: Measles Mumps Rubella (MMR), Vaccine: Varivax (Varicella or Chickenpox), Vaccine: Tdap, Vaccine: Td, Vaccine: Influenza, Vaccine: Hepatitis B, Vaccine: Hepatitis A, Vaccine: Twinrix (Hep B and Hep A combo), Vaccine: COVID-19 Booster</p> |                          |                        |                  |
|               |                  |            | <b>TOTAL AMOUNT \$110,804,250</b>  |                          |                        |                  |

# POSTING FOR

November 06, 2023

## PROPOSED PERSONAL SERVICES CONTRACTS – Modifications

| PSC Number                    | Department           | Additional Amount | Cumulative Total | Description   | Start Date | End Date   | Approval Type |
|-------------------------------|----------------------|-------------------|------------------|---|------------|------------|---------------|
| 45665 - 18/19 - MODIFICATIONS | MAYOR -- MYR         | \$471,000         | \$4,942,000      | Contractor shall conduct and coordinate federal lobbying services for the City, including identifying and advocating for or against legislation and regulatory matters that impact the City. The scope includes identifying potential legislation or regulation, representing the City's agenda to federal legislators, as well as advocating for the City's position with proposed legislation and budget appropriations with federal legislators. This requires maintaining good relationships with the staff of federal legislators. | 10/01/2023 | 09/30/2024 | REGULAR       |
| 3070-12/13 - MODIFICATIONS    | PUBLIC HEALTH -- DPH | \$420,000         | \$682,000        | Contractor will provide specially training medical clowns to provide comfort and support to patients, their families and / or their caregivers. Medical clown services are a specialized form of patient support services that some studies have shown to be an effective part of the overall treatment plan for a patient. Medical clowns may utilize music, humor, magic tricks, and other techniques to entertain and relax patients.  | 09/21/2023 | 12/31/2027 | REGULAR       |
|                               |                      |                   |                  | <b>TOTAL AMOUNT \$891,000</b>   |            |            |               |

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

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: CHILDREN; YOUTH & THEIR FAMILIES -- CHF

Dept. Code: CHF

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

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

Type of Service: Contract Monitoring System Maintenance and Support

Funding Source: Children and Youth Fund

PSC Amount: \$5,000,000

PSC Est. Start Date: 01/01/2024

PSC Est. End Date 06/30/2029

**1. Description of Work**

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

The Contract Management System (CMS) is an online application that serves as the primary contract monitoring and invoicing mechanism between grantees and the Department of Children, Youth and Their Families. This contract will provide CMS maintenance and support services related to daily application and data backup, application hosting and connectivity, project management, user support, security, implementation and monitoring, data integration, software bug fixes, minor additions to data collection, browser compatibility testing, general code optimization, and ongoing customizations.

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

The CMS is an essential component of department operations, tracking the financial and programmatic activities of nonprofit grantees across hundreds of grants. Without the system in place there would be significant disruption to the services these organizations provide the youth of San Francisco.

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

This service has not been approved by the Civil Service Commission in the past.

D. Will the contract(s) be renewed?

The CMS was created and is maintained by Cityspan Technologies, with which the department has held a sole source contract for these services since 2003. As Cityspan Technologies is the only source for its maintenance, the department's contract with the company is likely to be renewed in future 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 Department of Children, Youth and Their Families operates in multi-year funding cycles. This PSC term aligns with the department's general operations calendar.

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

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

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

B. Explain the qualifying circumstances:

The City does not hold the necessary proprietary access to CMS software.

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

A. Specify required skills and/or expertise: The contract requires proprietary access to the CMS in order to maintain and support the software.

B. Which, if any, civil service class(es) normally perform(s) this work? 9976, 9976;

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?**

CMS requires proprietary access to the system software which is not available to the City.

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

A. Explain why civil service classes are not applicable.

Maintenance and customization of the CMS requires proprietary access to the software which City civil service classes do not possess.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. Due to the proprietary nature of the software, it is not possible for civil service employees to maintain it.

**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. This contract does not involve staff training.

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

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

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

F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
Yes. The department currently contracts for the CMS through a P-540 Software Maintenance Agreement with Cityspan Technologies. This is not a professional services contract.

**7. Union Notification: On 09/01/2023, 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; 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: Brett Conner Phone: 628-652-7109 Email: brett.conner@dcyf.org

Address: 1390 Market Street, Suite 900 San Francisco, CA

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 42055 - 23/24

DHR Analysis/Recommendation:

Civil Service Commission Action:



Commission Approval Required  
DHR Approved for 11/06/2023

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

**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [brett.conner@dcyf.org](mailto:brett.conner@dcyf.org)  
**To:** [Conner, Brett \(CHF\)](mailto:Conner_Brett@CHF); [Laxamana, Junko \(DBI\)](mailto:Laxamana_Junko@DBI); [agarza@ifpte21.org](mailto:agarza@ifpte21.org); [amakayan@ifpte21.org](mailto:amakayan@ifpte21.org); [kdavis@ifpte21.org](mailto:kdavis@ifpte21.org); [jharding@ifpte21.org](mailto:jharding@ifpte21.org); [mweirick@ifpte21.org](mailto:mweirick@ifpte21.org); [dho@ifpte21.org](mailto:dho@ifpte21.org); [ewallace@ifpte21.org](mailto:ewallace@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); [l21pscreview@ifpte21.org](mailto:l21pscreview@ifpte21.org); [Conner, Brett \(CHF\)](mailto:Conner_Brett@CHF); [DHR-PSCCoordinator, DHR \(HRD\)](mailto:DHR-PSCCoordinator@DHR)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 42055 - 23/24  
**Date:** Friday, September 1, 2023 3:21:27 PM

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RECEIPT for Union Notification for PSC 42055 - 23/24 more than \$100k

The CHILDREN; YOUTH & THEIR FAMILIES -- CHF has submitted a request for a Personal Services Contract (PSC) 42055 - 23/24 for \$5,000,000 for Initial Request services for the period 01/01/2024 – 06/30/2029. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/21335> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT

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

# **Additional Attachment(s)**

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

**Software Maintenance Attachment  
for Agreements between the City and County of San Francisco and**

**CITYSPAN TECHNOLOGIES, INC.**

This Software Maintenance Attachment (“Attachment”) is appended to the **Software License Agreement** between the City and County of San Francisco (“City”) and CitySpan Technologies, Inc. (“Contractor”), dated July 1, 2018. The terms and conditions of this Attachment are referenced in and incorporated into the **Software License Agreement** between City and Contractor. City and Contractor agree that the terms and conditions of this Attachment cover support and maintenance services to be provided by Contractor to City, for the computer programs and user manuals listed in Exhibit A to this Agreement.

**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.

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|---|---|
| <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 Software Maintenance Attachment and <b>Exhibit A</b> 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.

- Priority Protocol** Based on the Priority Category, rules specifying the turnaround time for correcting Errors, Malfunctions and Defects; escalation procedures, and personnel assignment.
- Software** Licensed programs and associated documentation licensed to City by **CitySpan Technologies, Inc.**, as listed in Exhibit A and any modification or Upgrades or modifications to the program(s) provided under this Maintenance Agreement.
- Subsequent Release** 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.
- Support Services** 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.
- Upgrade** 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.
- Warranty Period** 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.
- Workaround** 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 **Department of Children, Youth and Their Families**. The words "sufficient," "necessary," or "proper," and the like, mean sufficient, necessary or proper in the judgment of the **Department of Children, Youth and Their Families**, 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 **July 1, 2018 to June 30, 2023.**

**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 Maintenance Agreement exceed **Two Million Nine Hundred Sixty Two Thousand Four Hundred Twenty Seven Dollars (\$2,962,427).** The breakdown of costs associated with this Maintenance Agreement appears in the agreement between City and Contractor, dated **July 1, 2018**, to which this Attachment is attached.

**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.

**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 of 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.

## **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 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 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 6 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. Responses to questions posted by electronic means will be made within the time frame established under Priority Protocols for an Error, Defect or Malfunction in a Software Product.

**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) 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 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.

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.

j. (Reserved)

**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 sublicensees 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:

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| 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:                    **Shawn Ewing, IT Manager**  
                                  **Department of Children, Youth and Their Families**  
                                  **1390 Market Street, Suite 900**  
                                  **San Francisco, CA 94102**  
                                  **shawn.ewing@dcyf.org**

To Contractor:            **Mark Min, Principal**  
                                  **CitySpan Technologies, Inc.**  
                                  **2054 University Avenue**  
                                  **Berkeley, CA 94704**  
                                  **mark@cityspan.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.

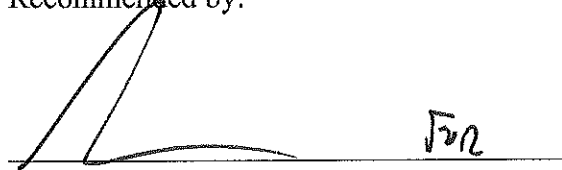
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

CITY

CONTRACTOR

Recommended by:

**CitySpan Technologies, Inc.**




**Maria Su, Psy. D.**  
**Director**  
**Department of Children, Youth and Their Families**

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.

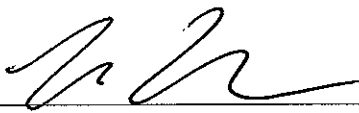
Approved as to Form:

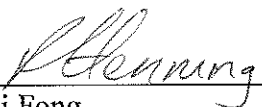
I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

Dennis J. Herrera  
City Attorney

By:   
David Ries  
Deputy City Attorney

Approved:

  
**Mark Min**  
**Principal**  
**2054 University Avenue**  
**Berkeley, CA 94704**

for   
Jaci Fong  
Director of the Office of Contract Administration, and Purchaser

City vendor number: **57144**

**Appendices**

- A: Services to be Provided by Contractor
- B: Calculation of Charges

Received By:  
Purchasing Department

JUL 3 '18 PM 1:17



**Appendix A**

**Service to be Provided by Contractor**

| <b>Contract Item</b>   | <b>Item Description</b>  |
|--|--|
| <b>License and Hosting</b>   | A fee will be charged for licensing the CMS application and hosting it at Cityspan's data center. The licensing and hosting fee covers costs related to development of Cityspan's code base, maintenance of server hardware, database back-up, security implementation, internet connectivity and browser compatibility testing.   |
| <b>Project Management</b>  | A project management fee will be charged to cover costs associated with meetings, email and phone communications between DCYF and Cityspan. Project management tasks including development of the CMS specification, maintenance of the issue tracker, monitoring of end-user feedback and periodic reports regarding CMS status and performance.  |
| <b>User Support (Help Desk)</b>                                      | A fee will be charged for help desk services provided to DCYF's CBO end users. Cityspan will provide phone and email-based support during business hours (M-F, 8:00AM-5:00PM PST). CBO end users may submit an unlimited number of requests to the help desk. Requests for support will be returned within one business day.   |
| <b>CBO Data Uploads</b>  | CitySpan will support and maintain a self-service upload and data verification tool allowing CBOs to upload client-level data to the system. Cityspan will assist CBOs in troubleshooting issues as they arise.  |
| <b>SFUSD ExCEL Program Data Integration</b>                          | Cityspan will maintain and support data integration protocols between CMS 4.0 and San Francisco Unified School District's ExCEL After School Programs system. Cityspan will support the transfer of student directory and activity attendance data to populate full participant records and activity forms and avoid duplicate data entry by program staff. Direction of data transfer TBD.                      |
| <b>SFUSD Data Integration (CMS 4.0 Master Participant Directory)</b> | Cityspan will maintain and support an automated procedure for importing student directory information from San Francisco Unified School District (SFUSD) into a Master Participant Directory for CMS 4.0. The imported records will populate portions of the student registration form and agencies will be allowed to access, update and view data imported from SFUSD's database or entered by another agency. |
| <b>Ongoing Customizations</b>  | <b>Ad Hoc Customizations</b>   |
| <b>Work Plan Preparation &amp; Release</b>                           | Cityspan will prepare the contract list for the next fiscal year each April. This service includes deleting and adding new contracts, merging contracts if necessary, up to 10 hours of edits to work plan module, populating prior year data into new fiscal year.  |
| <b>Ongoing RFP Support</b>   | Cityspan will prepare and support 1-2 additional RFP cycles (e.g., Community Grant) annually.  |
| <b>Data Extracts</b>   | Cityspan will export data to DCYF as needed for evaluation and ad hoc data requests.   |

|   |  |
|---|--|
| <p><b>BusinessObjects<br/>Web Intelligence<br/>Reporting/Data<br/>Warehouse</b></p> | <p><b>Cityspan will update DCYF's data warehouse to align with CMS 4.0 and provide continued access to BusinessObject Web Intelligence for creating ad hoc queries and data analysis. Cityspan will support report development and configuration within BusinessObjects as well as provide exports for automated data feeds to Tableau. This cost item may also include ongoing integration with the City's Financial Systems Project (FSP). Data exchanges with FSP may include invoicing and the transfer of executed contracts to the FSP system.</b></p> |
| <p><b>One-Time<br/>Projects</b></p>   | <p><b>Funding for project-based work that will allow DCYF to comply with legislative requirements and requests associated with the Children's Fund renewal that may involve developing database functions that allow for new methods to record and report on DCYF services. Funding for One-Time Projects requires mutual written agreement before the start of work.</b></p>  |

**Appendix B**

### Calculation of Charges

| <b>Contract Item</b>  | <b>2018-19</b>   | <b>2019-20</b>   | <b>2020-21</b>   | <b>2021-22</b>   | <b>2022-23</b>   | <b>TOTAL</b>       |
|---|------------------|------------------|------------------|------------------|------------------|--------------------|
| License and Hosting   | \$100,000        | \$100,000        | \$100,000        | \$100,000        | \$100,000        | \$500,000          |
| Project Management  | \$110,000        | \$110,000        | \$110,000        | \$110,000        | \$110,000        | \$550,000          |
| User Support (Help Desk)                                      | \$35,000         | \$35,000         | \$35,000         | \$35,000         | \$35,000         | \$175,000          |
| CBO Data Uploads  | \$15,000         | \$15,000         | \$15,000         | \$15,000         | \$15,000         | \$75,000           |
| SFUSD ExCEL Program Data Integration                          | \$20,000         | \$20,000         | \$20,000         | \$20,000         | \$20,000         | \$100,000          |
| SFUSD Data Integration (CMS 4.0 Master Participant Directory) | \$10,000         | \$10,000         | \$10,000         | \$10,000         | \$10,000         | \$50,000           |
| Ongoing Customizations  | \$49,231         | \$49,231         | \$49,231         | \$49,231         | \$49,231         | \$246,155          |
| Work Plan Preparation & Release                               | \$15,000         | \$15,000         | \$15,000         | \$15,000         | \$15,000         | \$75,000           |
| Ongoing RFP Support   | \$20,000         | \$20,000         | \$20,000         | \$20,000         | \$20,000         | \$100,000          |
| Data Extracts   | \$10,000         | \$10,000         | \$10,000         | \$10,000         | \$10,000         | \$50,000           |
| BusinessObjects Web Intelligence Reporting/Data Warehouse     | \$60,000         | \$60,000         | \$60,000         | \$60,000         | \$60,000         | \$300,000          |
| <b>SUBTOTAL (BASE)</b>  | <b>\$444,231</b> | <b>\$444,231</b> | <b>\$444,231</b> | <b>\$444,231</b> | <b>\$444,231</b> | <b>\$2,221,155</b> |
| One-Time Projects   | \$41,007         | \$89,531         | \$142,907        | \$201,621        | \$266,206        | \$741,272          |
| <b>SUBTOTAL (ONE-TIME PROJECTS)</b>                           | <b>\$41,007</b>  | <b>\$89,531</b>  | <b>\$142,907</b> | <b>\$201,621</b> | <b>\$266,206</b> | <b>\$741,272</b>   |
| <b>TOTAL (BY FISCAL YEAR)</b>                                 | <b>\$485,238</b> | <b>\$533,762</b> | <b>\$587,138</b> | <b>\$645,852</b> | <b>\$710,437</b> | <b>\$2,962,427</b> |

**Grand Total: \$2,962,427**

RECEIVED  
JUN 18 2018

BY: *[Signature]*

*314*



PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: CHILDREN; YOUTH & THEIR FAMILIES -- CHF

Dept. Code: CHF

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

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

Type of Service: Coordinated Communications to City Youth and Families

Funding Source: Children and Youth Fund

PSC Amount: \$6,000,000

PSC Est. Start Date: 01/01/2024

PSC Est. End Date 06/30/2029

**1. Description of Work**

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

The Our415 Coordinated Communications Initiative of the Department of Children, Youth and Their Families is a multifaceted program designed to connect families with available programs, resources, and supports. The project includes the creation of a resource website for families, development of an online service inventory database, public event production, and brand marketing services for the department and its community initiatives. The intention is to create a network of tools and community engagement activities to link youth and families with the resources they need to thrive in the City.

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

Mayor London Breed's Children & Families Recovery Plan found that children, youth, transitional age youth, and families are unaware of the programs, resources and supports offered by the City and County of San Francisco. Without the Our415 initiative in place, families that are in need of services will remain disconnected from them.

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 initiative.

D. Will the contract(s) be renewed?

It is unknown at this time whether any contracts issued under this PSC will be renewed.

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 Children, Youth and Their Families operates in multi-year funding cycles. This PSC term aligns with the department's general operations calendar.

**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 work required for the Our415 Coordinated Communication Initiative will require a high degree of special skills, technical experience, and targeted expertise. It is also limited in time as the work will be conducted intermittently.

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

A. Specify required skills and/or expertise: This project will involve multiple partners with particular knowledge of and experience in user interface design, newsfeed and social media integration, database integration, data

management, multi-language support, mapping, artificial intelligence, machine learning, event management, accounting, logistics, personnel management, branding, public relations, and digital marketing.

B. Which, if any, civil service class(es) normally perform(s) this work? 1312, Public Information Officer; 9976, 9976;

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?**

Due to the limited nature of the Our415 project, City resources are not appropriate.

**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 are not applicable to this project due to the highly technical nature of the work and its limited duration.

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 create new civil service classes as this is a limited-time project.

**6. Additional Information**

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

No.

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

No. There is no staff training anticipated in the scope of this project.

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

No.

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

No.

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

No.

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

If so, please explain.

No.

**7. Union Notification:** On 09/01/2023, the Department notified the following employee organizations of this PSC/RFP request:

Architect & Engineers, Local 21; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21; 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: Brett Conner Phone: 628-652-7109 Email: brett.conner@dcyf.org

Address: 1390 Market Street, Suite 900 San Francisco, CA 94102

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 45002 - 23/24

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 11/06/2023

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

**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [brett.conner@dcyf.org](mailto:brett.conner@dcyf.org)  
**To:** [Conner, Brett \(CHF\)](mailto:Conner_Brett@CHF); [Laxamana, Junko \(DBI\)](mailto:Laxamana_Junko@DBI); [agarza@ifpte21.org](mailto:agarza@ifpte21.org); [amakayan@ifpte21.org](mailto:amakayan@ifpte21.org); [kdavis@ifpte21.org](mailto:kdavis@ifpte21.org); [jharding@ifpte21.org](mailto:jharding@ifpte21.org); [mweirick@ifpte21.org](mailto:mweirick@ifpte21.org); [dho@ifpte21.org](mailto:dho@ifpte21.org); [ewallace@ifpte21.org](mailto:ewallace@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); [l21pscreview@ifpte21.org](mailto:l21pscreview@ifpte21.org); [Conner, Brett \(CHF\)](mailto:Conner_Brett@CHF); [DHR-PSCCoordinator, DHR \(HRD\)](mailto:DHR-PSCCoordinator@DHR)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 45002 - 23/24  
**Date:** Friday, September 1, 2023 6:08:28 PM

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RECEIPT for Union Notification for PSC 45002 - 23/24 more than \$100k

The CHILDREN; YOUTH & THEIR FAMILIES -- CHF has submitted a request for a Personal Services Contract (PSC) 45002 - 23/24 for \$6,000,000 for Initial Request services for the period 01/01/2024 – 06/30/2029. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/21369> 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: Transportation Scheduling System Software Training

Funding Source: Funds: Operating, Local, Federal

PSC Duration: 10 years 2 days

PSC Amount: \$14,000,000

**1. Description of Work**

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

Professional Services that include:

1. software development of a commercial off the shelf software application for planning, developing, managing transit services. The application integrates to other systems for transit real time predictions and for transmitting timekeeping transactions for up to 3,000 transit employees.
2. Training on the use of this commercial off the shelf software application.
3. Technical expertise on this commercial off the shelf application the best use of the software and for planning future enhancements.

Licensing for the use of the commercial off the shelf application for:

1. Developing transit schedules for SFMTA's public transit services,
2. Conducting online shift bids, managing employee work assignments, generating timekeeping transactions based on the schedule, bid, and shift worked, and
3. Interfacing the data from Transit Scheduling:
  - a. to real time computer aided dispatching
  - b. Transit passenger time predictions
  - c. Peoplesoft People and Pay

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

This service is necessary because without the use of the software license then we must manually develop the transit schedule, manually enter timekeeping transactions for up to 3,000 employees into people and pay, be unable to hold our service hours in compliance with safety rules, and we must manually track current transit services. This work has been tracked, managed, automated and integrated since 2005. The software is specific to transit and it is commercially available to other transit service agencies.

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 Civil Service Commission approved this service in 2002 at the time that original software procurement was negotiated. PSC 32397 13/14

D. Will the contract(s) be renewed?

Yes , We have been using the Trapeze Scheduling application since 2005 and we plan to continue to use to continue developing schedules. The application is part of our key service in developing transit schedules and to pay and manage the work assignment of the Transit Operators. We plan to continue providing transit services and we need the application to provide this service.

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

The Contract is for ten years, plus an option for an additional five years.

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

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

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

B. Explain the qualifying circumstances:

The city has not developed a computer software application that could be used to develop, manage, and then develop timekeeping employee records. The SFMTA needs the application to perform such tasks and it necessitates the need to procure the licensing to use the software and then corresponding professional services to maintain the software.

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

A. Specify required skills and/or expertise: The required skills require software development, project management, communications, and understanding of public transit services. The core product is an application that the SFMTA will use to develop and manage transit services. The product is an application that is developed by software developers that minimize software bugs and that understand the concepts of "clean code" software development. Other skills require understand software data integration, software security, network protocols.

B. Which, if any, civil service class(es) normally perform(s) this work? 1044, IS Engineer-Principal; 9163, Transit Operator; 9172, Manager II, MTA; 9174, Manager IV, MTA; 9976, 9976; 9136, Transit Training Specialist; 9136, Transit Training Specialist;

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

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

The software application is not produced by the City.

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

A. Explain why civil service classes are not applicable.

The current civil service classes are not developing transit management software applications.

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. I have noticed that it takes at least four and half years to define a new class and staff it. Commercial off the shelf is superior to meet the needs of developing transit 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. The contractor will train employees how to best use the software.

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

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

E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
Yes. Res 01-197/MR-1185 page 2 Trapeze Muni

F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
Yes. The Procurement of the original software license from Trapeze Software was approved by a personal services contract in 2001 for a procurement price of \$3.5 million dollars. The SFMTA began using the Trapeze Software modules in 2005 and it has been using the software since then. The SFMTA does not plan to develop transit schedule from no other contractor other than Trapeze Software because the application is proprietary, and it is the property of Trapeze Software. The SFMTA got approval in a personal services contract to license the use of the application.

**7. Union Notification:** On 08/03/2023, the Department notified the following employee organizations of this PSC/RFP request:

Architect & Engineers, Local 21; Misc. Unrepresented Employees; Municipal Executive Association; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21; SEIU 1021 Miscellaneous; SEIU Local 1021; TWU Local 250A; TWU - Miscellaneous; Transport Workers Union, L 200; Unrepresented Management; Unrepresented Miscellaneous

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

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

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 43627 - 23/24

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 11/06/2023



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

## Nuque, Amy

---

**From:** dhr-psccordinator@sfgov.org on behalf of amy.nuque@sfmta.com  
**Sent:** Thursday, August 3, 2023 3:03 PM  
**To:** Nuque, Amy; mdennis@twusf.org; rmarenco@twusf.org; local200twu; max.porter@seiu1021.org; sarah.wilson@seiu1021.org; Sandeep.lal@seiu1021.me; leah.berlanga@seiu1021.org; SF-DHR-Info@seiu1021.org; najuawanda.daniels@seiu1021.org; jason.klumb@seiu1021.org; noah.frigault@sfgov.org; Julie.Meyers@sfgov.org; thomas.vitale@seiu1021.org; Ricardo.lopez@sfgov.org; Kbasconcillo@sfgwater.org; pcamarillo\_seiu@sbcglobal.net; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; ted.zarzecki@seiu1021.net; davidmkersten@gmail.com; xiumin.li@seiu1021.org; Sin.Yee.Poon@sfgov.org; david.canham@seiu1021.org; jtanner940@aol.com; agarza@ifpte21.org; amakayan@ifpte21.org; andrea@sfmea.com; junko.laxamana@sfgov.org; Criss@sfmea.com; Christina@sfmea.com; staff@sfmea.com; kdavis@ifpte21.org; jharding@ifpte21.org; mweirick@ifpte21.org; dho@ifpte21.org; ewallace@ifpte21.org; ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; L21PSCReview@ifpte21.org; Nuque, Amy; dhr-psccordinator@sfgov.org  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 43627 - 23/24

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

RECEIPT for Union Notification for PSC 43627 - 23/24 more than \$100k

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a request for a Personal Services Contract (PSC) 43627 - 23/24 for \$14,000,000 for services for the period 10/01/2023 – 09/30/2033. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/21175> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

# **Additional Attachment(s)**

**SAN FRANCISCO  
MUNICIPAL TRANSPORTATION AGENCY**

**DIVISION:** Transit Services

**BRIEF DESCRIPTION:**

Approving Amendment #1 to Contract 2015-16 with Trapeze Software Group, Inc., to fund software maintenance and upgrades, systems integration and related proprietary software services by adding \$8.5 million to the contract amount for a total contract amount not to exceed \$9 million with no extension to the term of the contract.

**SUMMARY:**

- In 2002, the SFMTA entered into Contract 1185 with the Trapeze Software Group to procure proprietary software and related professional services for an integrated transit scheduling, run cutting, and rostering system with transit operator dispatch and timekeeping functions, which Contract expired in 2012.
- The Trapeze software is critical to SFMTA transit operations to create transit run, vehicle and operator schedules, and to transmit the timekeeping/payroll data for over 2,000 SFMTA employees.
- On September 25, 2014, the Director of Transportation approved the Agreement, Contract 2015-16, between the SFMTA and the Trapeze Software Group for a term of eight years and a contract amount of \$500,000 for software and professional services necessary to maintain and improve the scheduling system and integrate it to other SFMTA systems. The Agreement is a Master Agreement under which the SFMTA may issue purchase orders to Trapeze to maintain the scheduling software, procure maintenance, training, systems integration, and other professional services.
- In September, 2014, the SFMTA issued an initial purchase order for Trapeze software urgently required to integrate schedule data to the new radio system for \$433,181.
- The estimated value of the scheduling software upgrades and maintenance, training, systems integration, and other professional services the SFMTA will require over the term of the Agreement is approximately \$9 million.

**ENCLOSURES:**

1. SFMTAB Resolution
2. First Amendment

**APPROVALS:**

|           |   | <b>DATE</b> |
|-----------|---|-------------|
| DIRECTOR  |  | 12/18/14    |
| SECRETARY |  | 12/18/14    |

**ASSIGNED SFMTAB CALENDAR DATE:** January 6, 2015

## **PURPOSE**

Approving Amendment #1 to Contract 2015-16 with Trapeze Software Group, Inc., to fund software maintenance and upgrades, systems integration and related proprietary software services by adding \$8.5 million to the contract amount for a total contract amount not to exceed \$9 million with no extension to the term of the contract.

## **GOAL**

The SFMTA will further the first goal of the Strategic Plan through adoption of the first Amendment to Contract No. SFMTA-2015-16:

Goal 2: Make transit the preferred means of travel.

Objective 2.2 Improve transit performance.

Objective 2.3 Increase use of all non-private auto modes.

## **DESCRIPTION**

The SFMTA uses proprietary Trapeze Software to create transit and work schedules for all of transit operations, including operator shift and run scheduling and payroll calculation, dispatch for bus and rail trips and runs, and vehicle assignment.

On January 11, 2002, the City entered into Contract MR-1185 with Trapeze Software Group in the amount of \$2.9 million to license the Trapeze Software and for related professional services to configure and implement the software and train staff in its use. The 2002 contract provided for software upgrades and maintenance services, but it expired in 2012. The SFMTA requires additional software maintenance services, software upgrades, and related professional services to integrate scheduling data to other SFMTA systems.

In September 2014, the SFMTA needed additional software and related services to integrate data from the proprietary Trapeze software with the new radio system. To avoid delays to projects and obtain more favorable contract terms than could be obtained from entering into multiple contracts with Trapeze, staff negotiated Contract 2015-16 with Trapeze as a Master Agreement.

The scope of the Agreement includes all software maintenance services and upgrades the Agency may require, but it limited the initial contract amount to the Director of Transportation's authority of \$500,000. On September 25, 2014, the SFMTA Director of Transportation approved Contract No. 2015-16, and the SFMTA subsequently issued a purchase order for \$433,181 to obtain the software and services required for the radio system.

Staff prepared this First Amendment to the Master Agreement, to increase the contract amount by \$8.5 million for a total to not exceed \$9 million, which is the estimated value of the foreseeable services and software upgrades that the scheduling system will require. Those services include on-site and remote support for the software, staff training, and assistance integrating scheduling data to other SFMTA systems.

PAGE 3

The Master Agreement will allow the SFMTA to issue as-needed purchase orders to Trapeze for software maintenance, software upgrades, and related professional services. Funds will be certified for each task order issued; Trapeze is not guaranteed the entire value of the contract.

SFMTA staff requests that the SFMTA Board approve the First Amendment to the SFMTA Contract 2015-16 with Trapeze Software Group, Inc., to add \$8,500,000 to the contract amount, for a total contract amount not to exceed \$9,000,000, with no other change to the terms of the agreement.

### **ALTERNATIVES CONSIDERED**

These services must be contracted out because the software is proprietary to Trapeze. The City does not have the expertise or ability to produce scheduling and dispatch software itself.

The SFMTA requires maintenance and upgrades to the scheduling system to provide transit services and ensure accurate payroll, timekeeping, data transmission, and run scheduling.

### **FUNDING IMPACT**

This \$9 million contract is comprised of \$500,000 for the Radio Project as funded by Proposition K and the remaining \$8.5 million is for the Trapeze scheduling and payroll system to be funded by operating funds. This is an eight-year contract from Fiscal Year 2015 to Fiscal Year 2022. If and when services are needed, a purchase order will be processed only for the specified service at the time for which funding will be identified. For FY15 & FY16, funding is required for scheduled and planned Trapeze services and the division budget is the source. The operating budget has included \$700,000 in FY15 & FY16. For Fiscal Year 2017 and forward, transit operations will request funding for planned Trapeze services to be reflected in the operating budget.

### **OTHER APPROVALS RECEIVED OR STILL REQUIRED**

The City Attorney's Office has reviewed this calendar item.

### **RECOMMENDATION**

Staff recommends that the San Francisco Municipal Transportation Agency's Board of Directors approve Amendment #1 to Contract 2015-16 with Trapeze Software Group, Inc., to fund software maintenance and upgrades, systems integration and related proprietary software services by adding \$8.5 million to the contract amount for a total contract amount not to exceed \$9 million with no extension to the term of the contract.

SAN FRANCISCO  
MUNICIPAL TRANSPORTATION AGENCY  
BOARD OF DIRECTORS

RESOLUTION No. \_\_\_\_\_

WHEREAS, SFMTA Transit Operations uses software procured in 2002 from the Trapeze Software Group under Contract MR-1185 to schedule all transit operations, including operator shift and run scheduling, timekeeping/payroll calculation, dispatch for bus and rail trips and runs, and vehicle assignment to create transit operating schedules for 3.7 million annual revenue trips and 6 million annual revenue miles; and,

WHEREAS, The original Trapeze contract (No. MR-1185) had a term of ten years, which expired in 2012; and

WHEREAS, The Trapeze scheduling software is critical to the SFMTA's efficient operation and management of transit services; and

WHEREAS, The Trapeze scheduling software requires periodic updating and maintenance, and the SFMTA requires training services in the use of the software, which were formerly obtained under the Contract MR-1185; and

WHEREAS, The SFMTA continues to require professional services from Trapeze to integrate the scheduling software and data to other SFMTA systems, including the new radio system, new platform displays, and the vehicle location system, which services can only be obtained from Trapeze because the software is proprietary; and

WHEREAS, To facilitate SFMTA projects that require assistance from Trapeze, and to avoid delays from negotiating multiple contracts with Trapeze, the Director of Transportation, under his delegated authority, approved SFMTA Contract 2015-16 with Trapeze, for a term of eight years and an initial amount of \$500,000, under which the SFMTA may issue task orders to Trapeze to obtain software maintenance, upgrades, systems integration and other professional services for the proprietary scheduling software; and

WHEREAS, The estimated value of the services and software upgrades proprietary to Trapeze that the SFMTA will require over the next eight years is approximately \$9 million; now, therefore, be it

RESOLVED, That SFMTA Board of Directors approves Amendment #1 to Contract 2015-16 with Trapeze Software Group, Inc., to fund software maintenance and upgrades, systems integration and related proprietary software services by adding \$8.5 million to the contract amount for a total contract amount not to exceed \$9 million with no extension to the term of the contract.

I certify that the foregoing resolution was adopted by the Municipal Transportation Agency Board of Directors at its meeting of January 6, 2015.

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

Enclosure 2

**City and County of San Francisco  
Municipal Transportation Agency  
One South Van Ness Ave. 7<sup>th</sup> floor  
San Francisco, California 94103**

**FIRST AMENDMENT TO THE  
AGREEMENT BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND  
TRAPEZE SOFTWARE GROUP, INC. FOR SOFTWARE AND RELATED  
PROFESSIONAL SERVICES**

**Contract No. SFMTA 2015-16**

This First Amendment to the Agreement between the City and County of San Francisco and Trapeze Software Group, Inc. for Software and Related Professional Services (“First Amendment to the Master Agreement”) is dated for convenience as October 31, 2014, made in the City and County of San Francisco, State of California, by and between: Trapeze Software Group, Inc. (“Trapeze”), with a place of business at 8360 East Via de Ventura, Suite L-200, Scottsdale, Arizona 85258, U.S.A (“Trapeze” or “Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Municipal Transportation Agency (“SFMTA”).

**Modification of Agreement**

**In accordance with Section 48 of the Agreement, the parties agree to modify the Agreement as follows:**

**1. Section 5.A. (Compensation) of the Agreement is deleted in its entirety and is replaced with the following Section 5.A.**

5. Compensation.

A. Compensation shall be paid in accordance with the payment terms set out in the applicable Purchase Order. In no event shall the amount due under any Purchase Order exceed the amount stated therein, and in no event shall the total amount of services and software procured under this Agreement exceed Nine Million Dollars (\$9,000,000) unless this Agreement is modified by further written agreement properly executed and approved.

**2. Approval by Counterparts.** This First Amendment to the Master Agreement may be approved by the signatories by counterparts delivered electronically or by first class mail, which when properly executed by each respective party and read together shall comprise a fully executed contract.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

|  |  |
|--|--|
| <p><b>CITY</b><br/>San Francisco<br/>Municipal Transportation Agency</p> <p>_____</p> <p>Edward D. Reiskin<br/>Director of Transportation</p> <p>Authorized by the<br/>SAN FRANCISCO MUNICIPAL<br/>TRANSPORTATION AGENCY BOARD<br/>DIRECTORS</p> <p>Attest:<br/>Adopted by Board Res. No. _____</p> <p>_____</p> <p>Secretary, San Francisco Municipal<br/>Transportation Agency</p> <p>Approved as to Form:<br/>Dennis J. Herrera<br/>City Attorney</p> <p>By: _____<br/>Robert K. Stone<br/>Deputy City Attorney</p> | <p><b>CONTRACTOR</b><br/>Trapeze Software Group, Inc.</p> <p>_____</p> <p>Nathan Partington<br/>Vice President - Finance<br/>5265 Rockwell Drive NE<br/>Cedar Rapids, Iowa 52402<br/>City Vendor Number: 89869</p> |
|--|--|

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: MUNICIPAL TRANSPORTATION AGENCY

Dept. Code: MTA

Type of Request:  Initial  Modification of an existing PSC (PSC # 32397 - 13/14)

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

Type of Service: Transportation Scheduling System Software Training

Funding Source: Operating Budget

PSC Original Approved Amount: \$85,000 PSC Original Approved Duration: 02/01/14 - 06/30/14 (21 weeks 1 day).

PSC Mod#1 Amount: no amount added PSC Mod#1 Duration: 06/30/14-06/30/18 (4 years 1 day).

PSC Cumulative Amount Proposed: \$85,000 PSC Cumulative Duration Proposed: 4 years 21 weeks

**1. Description of Work**

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

The contractor will provide end-user training on the Transportation Scheduling System (Trapeze Blockbuster, Trapeze FX, and Trapeze Ops) for the San Francisco Municipal Transportation Agency (SFMTA) Scheduling Department. The Scheduling Department schedules all buses and trains for the SFMTA. This includes over 1,800 transit operators and 1,000 public transportation vehicles for each trip in the transit schedule. In addition, the contractor will assist and train staff in updating Trapeze scheduling forms and parameters to meet the SFMTA's operating needs.

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

Due to attrition and turnover, a large number of the Scheduling Department employees are new and require training on how to use the software. Current staff will also benefit from this formal training. The consequences of denial of this service will be that our scheduling team will not be able to perform their core job functions and provide the SFMTA scheduling of transit operators and public transportation vehicles causing the SFMTA to fail at meeting performance goals in our strategic plan.

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. Not via a PSC.

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

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

Explain the qualifying circumstances:  
no response from department

B. Reason for the request for modification:

The end date of the PSC is being extended as the services have not been implemented and to allow for ongoing training over a period of time versus a one-time training.

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

- A. Specify required skills and/or expertise: Must possess expertise in the proprietary Trapeze software development and customization, as well as conducting end-user training. Demonstrated success in solving customer service needs and providing formal end-user trainings to large transportation agencies.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1092, IT Operations Support Admin II; 1093, IT Operations Support Admn III; 1092, IT Operations Support Administrator II; 1093, IT Operations Support Administrator 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.  
Although civil service classes provide training, a trainer for Trapeze is uniquely qualified due to understanding of how the software system operates and how transportation scheduling works. Additionally the trainer would know the applications in Trapeze that can be used to best schedule a type of service.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. Civil Service classifications already exist.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
See original PSC #32397-13/14 or attached modification.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

**7. Union Notification: On 10/01/14, the Department notified the following employee organizations of this PSC/RFP request:**

Transport Workers Union, L 200; Professional & Tech Engrs, Local 21; Municipal Executive Association;

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

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

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 32397 - 13/14

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 10/15/2014

Civil Service Commission Action:

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: Underground utility location

Funding Source: Port Operating Budget

PSC Duration: 4 years

PSC Amount: \$250,000

**1. Description of Work**

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

The Port is a utility operator for various utility types within this geography. California State law requires utility operators such as the Port to locate and mark their subsurface utilities prior to certain construction activities within their immediate vicinity.

Through this solicitation, the Port seeks to contract with a consultant to:

- Coordinate a portion of the Port's obligation with USA North;
- Triage USA North ticket requests for subsurface utility location services;
- Locate and mark Port-owned subsurface installations in the field; and
- Coordinating with Port staff to ensure Port GIS base maps are maintained and updated

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

The Port is a utility operator for various utility types within this geography. California State law requires utility operators such as the Port to locate and mark their subsurface utilities prior to certain construction activities within their immediate vicinity. Denial will mean the Port is out of compliance with State law and incur associated risk.

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

The Port has

D. Will the contract(s) be renewed?

There is no plan at this time to renew the 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).

- B. Explain the qualifying circumstances:

The Port expects too low of a volume of work to warrant a full time employee.

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

A. Specify required skills and/or expertise: The Port requires the expertise of a utility operator familiar with the regulatory requirements of relevant State law that is able to set up a new triage system. Consultant must be familiar with other public sector jurisdictions and have relevant experience and expertise.

B. Which, if any, civil service class(es) normally perform(s) this work? 1825, Prnpl Admin Analyst II; 7338, Electrical Line Worker;

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 Port has contacted various city departments to see if their staff would be available to perform this function.

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

A. Explain why civil service classes are not applicable.

The contract requires specialized training and experience with locating underground utilities, understanding State laws, and building a triage system when tickets arrive.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. This PSC requires various utility expertise, but the work itself is intermittent and sporadic. We do not expect this to be sufficient work for a civil service 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.  
No. There will be no training of 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 08/09/2023, the Department notified the following employee organizations of this PSC/RFP request:  
Architect & Engineers, Local 21; Electrical Workers, Local 6; 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: Alysabeth Alexander-Tut Phone: 415-274-0558 Email: alysabeth.alexander-tut@sfport.com

Address: Pier 1 San Francisco, CA 94111

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 41202 - 23/24

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 11/06/2023

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



Receipt of Notice for new PCS over \$100K PSC # 41202 - 23/24

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

on behalf of

alysabeth.alexander-tut@sfport.com <alysabeth.alexander-tut@sfport.com>

Wed 8/9/2023 6:51 AM

To:Alexander Tut, Alysabeth (PRT) <alysabeth.alexander-tut@sfport.com>;agarza@ifpte21.org <agarza@ifpte21.org>;Laxamana, Junko (DBI) <Junko.Laxamana@sfgov.org>;Osha Ashworth <oashworth@ibew6.org>;kdavis@ifpte21.org <kdavis@ifpte21.org>;jharding@ifpte21.org <jharding@ifpte21.org>;mweirick@ifpte21.org <mweirick@ifpte21.org>;dho@ifpte21.org <dho@ifpte21.org>;ewallace@ifpte21.org <ewallace@ifpte21.org>;ecassidy@ifpte21.com <ecassidy@ifpte21.com>;WendyWong26@yahoo.com <WendyWong26@yahoo.com>;WendyWong26@yahoo.com <WendyWong26@yahoo.com>;tmathews@ifpte21.org <tmathews@ifpte21.org>;kschumacher@ifpte21.org <kschumacher@ifpte21.org>;kpage@ifpte21.org <kpage@ifpte21.org>;eerbach@ifpte21.org <eerbach@ifpte21.org>;l21pscreview@ifpte21.org <l21pscreview@ifpte21.org>;Alexander Tut, Alysabeth (PRT) <alysabeth.alexander-tut@sfport.com>;DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>

RECEIPT for Union Notification for PSC 41202 - 23/24 more than \$100k

The PORT -- PRT has submitted a request for a Personal Services Contract (PSC)

41202 - 23/24 for \$250,000 for Initial Request services for the period 10/01/2023 – 09/30/2027. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/21222> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions

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

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

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH -- DPH

Dept. Code: DPH

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

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

Type of Service: Public Awareness and Relations, Community Assessments and Surveys Consultant for Health

Funding Source: General Funds and Grant Funds

PSC Duration: 4 years 10 weeks

PSC Amount: \$5,000,000

**1. Description of Work**

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

Contractor(s) will work with Department staff to create engaging media and outreach campaigns and/or conduct community assessments and surveys for a variety of public health topics. The initial project will be a campaign to educate the public in the area of substance use in San Francisco and the availability and effectiveness of treatment for opioid addiction and educating the public about naloxone and how it can save a life. Contractor(s) will also provide: Recommendations on how to reach target audience using market analysis; Design multilingual and multimedia campaigns; Purchase ad space in a variety of forums; and provide engagement and reach metrics of the media campaigns.

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

The services are necessary in order to effectively reach the target / priority population on a variety of health-related topics. For the anticipated first campaign, the initial project will reach target audiences on the availability of DPH programs that treat opioid addiction along with educating the public about the use and availability of naloxone, a lifesaving overdose medication. If the request is denied, then the failure to effectively reach the target population or priority population will result in reduced effectiveness for prevention and treatment outcomes.

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

Similar services were performed under 40855 - 15/16.

D. Will the contract(s) be renewed?

No

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

not applicable

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

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

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

B. Explain the qualifying circumstances:

The public health topics and resulting media campaigns and community assessments and surveys are intermittent and as-needed. For the anticipated first campaign, the initial project will reach target audiences on the availability of DPH programs that treat opioid addiction along with educating the public about the use and availability of naloxone, a lifesaving overdose medication.

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

- A. Specify required skills and/or expertise: Contractor(s) must have experience in media strategy development and/or community assessments and surveying. Contractor(s) must have experience rolling-out new media programs and/or conducting surveys and tabulating survey results. As well as relevant project experience in health care, public sector, change management, brand development, marketing, and media development. Contractor(s) must have experience with diverse audiences of multiple backgrounds including diverse racial, ethnic, language, sexual orientation, gender preference, and socioeconomic backgrounds. Ability and expertise in working with diverse groups; including those with lower literacy rates, differing language capabilities, those who are multi-lingual in English, Spanish, Chinese, Vietnamese, Russian and/or Tagalog (and sometimes other languages); and cultural understanding and competency. Contractor(s) must have implementation capabilities to rollout future communication efforts including print, web, social media, public outreach campaigns, and other effective venues to reach San Francisco Health Network populations. Experience in the communication rollout of an electronic health record system is crucial for inclusive access to health care for all members of the San Francisco community.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1312, Public Information Officer; 1824, Pr Administrative Analyst; 2589, Health Program Coordinator 1; 2591, Health Program Coordinator 2; 2593, Health Program Coordinator 3; 0923, Manager II;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain:  
No

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

The Department is utilizing standard efforts through its communications section but does not have the resources or expertise to rollout and implement these services in the time needed.

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

- A. Explain why civil service classes are not applicable.  
The City does not have dedicated marketing experts and surveyors and the public health topics requiring outreach are intermittent and as-needed. The use of consultants will allow city employees to learn from marketing and surveying experts and obtain knowledge transfer.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
No. There is no formal training as part of the contracts under this PSC, but some knowledge transfer is expected to civil service communication staff who will work in concert with the contractor(s) regarding current marketplace resources.

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

7. **Union Notification:** On 09/06/2023, 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 San Francisco, CA 94103

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 49173 - 23/24

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 11/06/2023

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

Receipt of Notice for new PCS over \$100K PSC # 49173 - 23/24

dhr-psccordinator@sfgov.org

on behalf of

kelly.hiramoto@sfdph.org

Tue 9/5/2023 3:47 PM

To:Hiramoto, Kelly (DPH) <kelly.hiramoto@sfdph.org>;kdavis@ifpte21.org <kdavis@ifpte21.org>;jharding@ifpte21.org <jharding@ifpte21.org>;mweirick@ifpte21.org <mweirick@ifpte21.org>;agarza@ifpte21.org <agarza@ifpte21.org>;ewallace@ifpte21.org <ewallace@ifpte21.org>;WendyWong26@yahoo.com <WendyWong26@yahoo.com>;WendyWong26@yahoo.com <WendyWong26@yahoo.com>;tmathews@ifpte21.org <tmathews@ifpte21.org>;kschumacher@ifpte21.org <kschumacher@ifpte21.org>;amakayan@ifpte21.org <amakayan@ifpte21.org>;l21pscreview@ifpte21.org <l21pscreview@ifpte21.org>;andrea@sfmea.com <andrea@sfmea.com>;Laxamana, Junko (DBI) <Junko.Laxamana@sfgov.org>;Criss@sfmea.com <Criss@sfmea.com>;christina@sfmea.com <christina@sfmea.com>;staff@sfmea.com <staff@sfmea.com>;Qin, Kevin (DPH) <kevin.qin@sfdph.org>;DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>

RECEIPT for Union Notification for PSC 49173 - 23/24 more than \$100k

The PUBLIC HEALTH -- DPH has submitted a request for a Personal Services Contract (PSC) 49173 - 23/24 for \$5,000,000 for Initial Request services for the period 10/23/2023 – 12/31/2027. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/21364> 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

Dept. Code: DPH

Type of Request:  Initial  Modification of an existing PSC (PSC # 40855 - 15/16)

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

Type of Service: Marketing and Branding Services

Funding Source: General Fund

PSC Original Approved Amount: \$1,000,000 PSC Original Approved Duration: 09/01/16 - 08/31/20 (4 years)

PSC Mod#1 Amount: no amount added PSC Mod#1 Duration: 09/01/20-09/30/21 (1 year 4 weeks)

PSC Cumulative Amount Proposed: \$1,000,000 PSC Cumulative Duration Proposed: 5 years 4 weeks

**1. Description of Work**

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

The selected contractor(s) will develop and provide marketing, branding, internal and external communication plans, and media development services for the Department of Public Health. These services are essential for the Department to introduce, deliver services, and new initiatives to both internal and external audiences.

**Scope Change**

Modification 1 adds to the scope of work as follows: Contractor(s) will develop a mass campaign concept, creating the visual identity for campaign, providing consultative services on the City's mass communication efforts, developing social media campaign, and developing community outreach tool kits.

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

Expansions of the Affordable Care Act and Medicaid have increased the number of insured patients, creating a growing need for Department of Public (DPH) to better communicate and brand its services. In addition to several new and continuing internal initiatives such as the upcoming Electronic Health Record (EHR) project, continuing consolidation of services, patient and staff experience require a clear inclusive and effective communication plan. Communication and branding of services is crucial for access and achieving better health services to the community. Denial of this request will hamper the Department's ability to deliver effective services and compete in the new marketplace.

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 40855 - 15/16

D. Will the contract(s) be renewed?

If there is a continued need.

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

The Department needs to extend the duration for a COVID-19 response ad/outreach campaign.

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

A. Display all that apply

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

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



Explain the qualifying circumstances:

The growing number of diverse clients has created a need for the Department to provide guidance and communication to patients of programs and navigating our system. It is critical to provide clear communication of our health care services to our diverse community with its multilingual needs. Services are as-needed and short-term, as they are necessary only to establish communication and branding systems and identify best practices for reaching and providing information effectively to the large San Francisco demographic. A firm with particular experience in branding and communication to diverse communities in regards to health services, is needed to better serve our patients and provide the best patient care.

B. Reason for the request for modification:

Extending duration by one year and four weeks, to enable a contract as part of the Department's response to the COVID-19 pandemic, to develop a mass communication campaign.

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

- A. Specify required skills and/or expertise: Contractor(s) must have experience in brand strategy and definition and with development and roll-out of new branding as well as relevant project experience in health care, public sector, change management, brand development, marketing, and media development. Contractor(s) must have experience with diverse audiences of multiple backgrounds including diverse racial, ethnic, language, sexual orientation, gender preference, and socioeconomic backgrounds. Ability and expertise in working with diverse groups; including those with lower literacy rates, differing language capabilities, those who are multi-lingual in English, Spanish, Chinese and/or Tagalog (and sometimes other languages); and cultural understanding and competency. Contractor(s) must have implementation capabilities to rollout future communication efforts including print, web, social media, public outreach campaigns, and other effective venues to reach San Francisco Health Network populations. Experience in the communication rollout of an electronic health record system is crucial for inclusive access to health care for all members of the San Francisco community.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1312, Public Information Officer; 1823, Senior Administrative Analyst; 1824, Pr Administrative Analyst; 0933, Manager V;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

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

Not Applicable

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

- A. Explain why civil service classes are not applicable.  
The wide range of resources, expertise, implementation and coordination skills for branding, marketing, and media development are as-needed 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.

**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 direct training of civil service 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 04/30/21, the Department notified the following employee organizations of this PSC/RFP request:  
Professional & Tech Engrs, Local 21; Municipal Executive Association; 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: Jacquie Hale Phone: (415) 554-2609 Email: jacquie.hale@sfdph.org

Address: 101 Grove St, Room 307, San Francisco, CA 94102

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 40855 - 15/16

DHR Analysis/Recommendation:

06/07/2021

Commission Approval Required

Approved by Civil Service Commission

06/07/2021 DHR Approved for 06/07/2021

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: Electrical Equipment Testing Services

Funding Source: SFPUC PWR Operating Budget

PSC Duration: 7 years 13 weeks

PSC Amount: \$1,540,000

**1. Description of Work**

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

Third Party Interrupter Testing: The San Francisco Public Utilities Commission (SFPUC) Power Enterprise seeks International Electrical Testing Association (NETA) Level 3 or Level 4 certified technician to field test interrupters per PG&E's Interconnection handbook, Appendix R "Protective Relay Requirements and Approvals" found at the following link:

[https://www.pge.com/includes/docs/pdfs/shared/rates/tariffbook/ferc/tih/app\\_r.pdf](https://www.pge.com/includes/docs/pdfs/shared/rates/tariffbook/ferc/tih/app_r.pdf)

SFPUC Power Enterprise Distribution Engineering will provide approved settings and SFPUC Power Enterprise Utility Field Services will program the interrupter to the approved settings. The approved settings will be provided to the NETA Level 3 or Level 4 certified technician by SFPUC in advance of the test date. No equipment or materials will be supplied by SFPUC. Contractor shall provide the probes/connectors to connect to interrupters. The interrupter testing equipment must follow the standards listed by SFPUC in the Scope of Work. Once testing is complete, SFPUC will install the equipment. If Contractor's performance of any tests discovers any deficiencies, Contractor shall notify and advise SFPUC of any corrective action that must occur prior to any further testing.

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

Hetch Hetchy Power provides electricity to customers via interconnection to PG&E's grid. Per PG&E INTERCONNECTION HANDBOOKS, APPENDIX R: PROTECTIVE RELAY REQUIREMENTS AND APPROVALS, "The interconnector [i.e., SFPUC] or Relay Manufacturer will be required to arrange for the device to be tested by an independent testing company at their own expense. The testing must be done by an International Electric Testing Association (NETA) accredited testing company by a NETA level 3 or level 4 certified technician. PG&E must be provided a list of relay elements that are going to be tested for approval and PG&E must approve the test procedure before the tests are conducted. PG&E must approve the test results and is the final arbiter of the approval." The consequence of not engaging a qualified third-party contractor to perform the tests described in the foregoing document and detailed in this contract's Scope of Work would be rejection by PG&E of the interconnection with their grid, thereby preventing the SFPUC from providing electricity to its customers and end users.

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.

The testing services will be required on a rolling basis throughout the contract term as Distribution Engineering Interconnect projects are approved and constructed.

**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:

Testing of this electrical equipment must be performed by an independent third party in order to approve energization of SFPUC customers, who are interconnected to the grid through PG&E's infrastructure. This work will be performed intermittently throughout the term of the contract as interconnect projects are ready for testing.

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

- A. Specify required skills and/or expertise: The technician performing the work must hold an International Electrical Testing Association (NETA) Level 3 or Level 4 certification OR a NICET Level 3 certification. The technician must have five years of experience performing the tests described in the scope of work.
- 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: Contractor shall provide the probes/connectors to connect to interrupters.

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

n/a -- the requirement is for an independent third party to perform these tests

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

- A. Explain why civil service classes are not applicable.  
n/a -- the requirement is for an independent third party to perform these tests.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. n/a -- the requirement is for an independent third party to perform these tests.

**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 -- the requirement is for an independent third party to perform these tests.
- C. Are there legal mandates requiring the use of contractual services?  
Yes. Distribution Voltages  
(<https://www.pge.com/includes/docs/pdfs/shared/customerservice/nonpgeutility/electrictransmission/handbook/TD-2999B-030.pdf>) specifying the requirement for third party testing references the California Public Utilities Commission Sheet # 33491-E Electric Rule No. 22 Direct Access  
([https://www.pge.com/tariffs/assets/pdf/tariffbook/ELEC\\_RULES\\_22.pdf](https://www.pge.com/tariffs/assets/pdf/tariffbook/ELEC_RULES_22.pdf))
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

7. **Union Notification:** On 09/28/2023, the Department notified the following employee organizations of this PSC/RFP request:  
all unions were notified

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

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

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

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 40354 - 23/24

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 11/06/2023

# **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.); [oumar.fall@seiu1021.org](mailto:oumar.fall@seiu1021.org); [oumar.fall@seiu1021.org](mailto:oumar.fall@seiu1021.org); [sportillo@ifpte21.org](mailto:sportillo@ifpte21.org); [sportillo@ifpte21.org](mailto:sportillo@ifpte21.org); [matthew.torres@seiu1021.org](mailto:matthew.torres@seiu1021.org); [matthew.torres@seiu1021.org](mailto:matthew.torres@seiu1021.org); [cade.crowell@seiu1021.org](mailto:cade.crowell@seiu1021.org); [jduritz@uapd.com](mailto:jduritz@uapd.com); [kdavis@ifpte21.org](mailto:kdavis@ifpte21.org); [kdavis@ifpte21.org](mailto:kdavis@ifpte21.org); [jharding@ifpte21.org](mailto:jharding@ifpte21.org); [mweirick@ifpte21.org](mailto:mweirick@ifpte21.org); [mweirick@ifpte21.org](mailto:mweirick@ifpte21.org); [agarza@ifpte21.org](mailto:agarza@ifpte21.org); [dho@ifpte21.org](mailto:dho@ifpte21.org); [dho@ifpte21.org](mailto:dho@ifpte21.org); [dvickers@iam1414.org](mailto:dvickers@iam1414.org); [SF-DHR-Info@seiu1021.org](mailto:SF-DHR-Info@seiu1021.org); [SF-DHR-Info@seiu1021.org](mailto:SF-DHR-Info@seiu1021.org); [sbabaria@cirseiu.org](mailto:sbabaria@cirseiu.org); [andrea@sfmea.com](mailto:andrea@sfmea.com); [Camaguey@sfmea.com](mailto:Camaguey@sfmea.com); [Camaguey@sfmea.com](mailto:Camaguey@sfmea.com); [cpark@local39.org](mailto:cpark@local39.org); [cpark@local39.org](mailto:cpark@local39.org); [khughes@ibew6.org](mailto:khughes@ibew6.org); [ewallace@ifpte21.org](mailto:ewallace@ifpte21.org); [ewallace@ifpte21.org](mailto:ewallace@ifpte21.org); [plangrooferslocal40@gmail.com](mailto:plangrooferslocal40@gmail.com); [rooferslocal40@gmail.com](mailto:rooferslocal40@gmail.com); [seichenberger@local39.org](mailto:seichenberger@local39.org); [dtuttle@oe3.org](mailto:dtuttle@oe3.org); [dtubble@oe3.org](mailto:dtubble@oe3.org); [pkim@ifpte21.org](mailto:pkim@ifpte21.org); [najuawanda.daniels@seiu1021.org](mailto:najuawanda.daniels@seiu1021.org); [pking@uapd.com](mailto:pking@uapd.com); [president@sanfranciscodsa.com](mailto:president@sanfranciscodsa.com); 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**Subject:** Receipt of Notice for new PCS over \$100K PSC # 40354 - 23/24  
**Date:** Thursday, September 28, 2023 9:38:38 AM

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RECEIPT for Union Notification for PSC 40354 - 23/24 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 40354 - 23/24 for \$1,540,000 for Initial Request services for the period 11/01/2023 – 01/31/2031. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/21469> 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

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION -- PUC

Dept. Code: PUC

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

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

Type of Service: Comprehensive Management of Watershed within Yosemite National Park

Funding Source: Hetch Hetchy Water and Power Operating PSC Duration: 4 years

PSC Amount: \$45,000,000

**1. Description of Work**

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

The scope includes work in three cooperative programs:

1. Source Water Protection - Watershed controls to preserve the San Francisco Regional Watersheds within Yosemite National Park (YNP) as high-quality drinking water sources and to maintain the filtration avoidance status of the Hetch Hetchy Supply. This includes watershed management for source water protection and implementation of the Raker Act water quality provisions, along with other source water protection initiatives.

2. Environmental Stewardship (ES) Program - Collaborative efforts to improve environmental stewardship of the Upper Tuolumne River ecosystem which affects, or is affected by, SFPUC facilities and operations within YNP. These efforts incorporate policies described in the SFPUC Water Enterprise Environmental Stewardship Policy and will also assist in carrying out stipulations entered into by the SFPUC within the Department of the Interior under provisions of the Raker Act.

3. Security Program - Providing security for facilities essential to SFPUC operations within the YNP.

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

The services performed are necessary in order to provide controls to preserve the San Francisco Regional Watersheds within Yosemite National Park (YNP) as high-quality drinking water sources, in compliance with the Raker Act, and to maintain the filtration avoidance status of the Hetch Hetchy Supply, in compliance with federal and state regulations; to provide services for environmental stewardship of the Upper Tuolumne River ecosystem which affects, or is affected by, SFPUC facilities and operations within YNP; and for security of SFPUC facilities within YNP. A denial of this MOA would jeopardize watershed protection, environmental stewardship, security programs, and certain projects.

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

The NPS has provided these watershed management services for decades, and the current agreement is one in a series of agreements between the SFPUC and the NPS. This service is currently being provided by an existing agreement with the SFPUC and the NPS; adopted by the San Francisco Board of Supervisors on April 30, 2019; Resolution #219-19, File #190347 and adopted by the SFPUC Commission on March 26, 2019; Resolution #19-0058. It is due to expire on June 30, 2024. Previous PSC approved on 9/19/22, PSC# 48577-21/22.

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):

- 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 City and County of San Francisco is obligated to pay the Department of the Interior/Yosemite National Park for implementation of the Raker Act water quality provisions (federal law) and to reimburse its expenses incurred in making certain investigations or decisions respecting the SFPUC's rights, benefits, and obligations under the Raker Act.

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

- A. Specify required skills and/or expertise: Skills include providing law enforcement within Yosemite National Park (YNP) to prevent and respond to attacks on SFPUC facilities within YNP; Watershed protection; Monitoring, treatment and disposal of wastewater; Trails, corrals and watershed maintenance; Interpretation to provide education to watershed visitors. The main objective is to protect water quality, environmental resources, and security for essential facilities, while maintaining the filtration avoidance designation of Hetch Hetchy's water supply.

- 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?**

Civil Service classifications are not applicable. This work is occurring in Yosemite National Park, an area under federal government jurisdiction. The National Park Service has exclusive federal jurisdiction for law enforcement within Yosemite National Park, including the protection of SFPUC facilities. Additionally, the City and County of San Francisco is obligated to pay the Department of the Interior/Yosemite National Park for implementation of the Raker Act water quality provisions and reimbursement of expenses incurred in making certain investigations or decisions respecting the SFPUC's rights, benefits, and obligations under the Raker Act.

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

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

This work is occurring in Yosemite National Park, an area under federal government jurisdiction. The National Park Service has exclusive federal jurisdiction for law enforcement within Yosemite National Park, including the protection of SFPUC facilities. Additionally, the City and County of San Francisco is obligated to pay the Department of the Interior/Yosemite National Park for implementation of the Raker Act water quality provisions and reimbursement of expenses incurred in making certain investigations or decisions respecting the SFPUC's rights, benefits, and obligations under the Raker Act.

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. Park Service has exclusive federal jurisdiction for law enforcement within Yosemite National Park, including the protection of SFPUC facilities. Additionally, the City and County of San Francisco is obligated to pay the Department of the Interior/Yosemite National Park for implementation of the Raker Act water quality provisions and reimbursement of expenses incurred in making certain investigations or decisions respecting the SFPUC's rights, benefits, and obligations under the Raker Act.

**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 need for National Park Service personnel to train City and County of San Francisco employees; therefore; training is not included in the scope of the agreement.
- C. Are there legal mandates requiring the use of contractual services?  
Yes. The City and County of San Francisco is obligated to pay the Department of the Interior/Yosemite National Park for implementation of the Raker Act water quality provisions (federal law) and to reimburse its expenses incurred in making certain investigations or decisions respecting the SFPUC's rights, benefits, and obligations under the Raker Act.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

**7. Union Notification:** On 09/14/2023, the Department notified the following employee organizations of this PSC/RFP request:  
all unions were notified

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

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

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

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 43035 - 23/24

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 11/06/2023

# **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.); [matthew.torres@seiu1021.org](mailto:matthew.torres@seiu1021.org); [matthew.torres@seiu1021.org](mailto:matthew.torres@seiu1021.org); [cade.crowell@seiu1021.org](mailto:cade.crowell@seiu1021.org); [jduritz@uapd.com](mailto:jduritz@uapd.com); [kdavis@ifpte21.org](mailto:kdavis@ifpte21.org); [kdavis@ifpte21.org](mailto:kdavis@ifpte21.org); [jharding@ifpte21.org](mailto:jharding@ifpte21.org); [mweirick@ifpte21.org](mailto:mweirick@ifpte21.org); [agarza@ifpte21.org](mailto:agarza@ifpte21.org); [dho@ifpte21.org](mailto:dho@ifpte21.org); [dho@ifpte21.org](mailto:dho@ifpte21.org); [dvickers@iam1414.org](mailto:dvickers@iam1414.org); [SF-DHR-Info@seiu1021.org](mailto:SF-DHR-Info@seiu1021.org); [SF-DHR-Info@seiu1021.org](mailto:SF-DHR-Info@seiu1021.org); [SBABARIA@cirseiu.org](mailto:SBABARIA@cirseiu.org); [andrea@sfmea.com](mailto:andrea@sfmea.com); [Camaguey@sfmea.com](mailto:Camaguey@sfmea.com); [Camaguey@sfmea.com](mailto:Camaguey@sfmea.com); 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[thomas.vitale@seiu1021.org](mailto:thomas.vitale@seiu1021.org); [Hale, Shawndrea M.](mailto:Hale, Shawndrea M.); [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 43035 - 23/24  
**Date:** Thursday, September 14, 2023 10:15:35 AM

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RECEIPT for Union Notification for PSC 43035 - 23/24 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 43035 - 23/24 for \$45,000,000 for Initial Request services for the period 07/01/2024 – 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/21424> 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)**

# RAKER ACT

(H. R. 7207)



An Act granting to the City and County of San Francisco certain rights of way in, over and through certain public lands, the Yosemite National Park and Stanislaus National Forest and certain lands in the Yosemite National Park, the Stanislaus National Forest, and the public lands in the State of California, and for other purposes.



Passed by the House of Representatives  
September 3, 1913



Reprinted by  
**PUBLIC UTILITIES COMMISSION**  
City and County of San Francisco  
November 1, 1953

|                                       |                      |
|---------------------------------------|----------------------|
| Honorable Elmer E. Robinson . . . . . | Mayor                |
| Oliver M. Rousseau . . . . .          | President            |
| Victor S. Swanson . . . . .           | Vice President       |
| Sam McKee . . . . .                   | Commissioner         |
| Edw. B. Baron . . . . .               | Commissioner         |
| Donald A. Cameron . . . . .           | Commissioner         |
| James H. Turner . . . . .             | Manager of Utilities |



**RAKER ACT**

(Public—No. 41.—63rd Congress)

(H.R. 7207)

AN ACT granting to the City and County of San Francisco certain rights of way in, over and through certain public lands, the Yosemite National Park and Stanislaus National Forest, and certain lands in the Yosemite National Park, the Stanislaus National Forest and the public lands in the State of California, and for other purposes.

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That there is hereby granted to the City and County of San Francisco, a municipal corporation in the State of California, all necessary rights of way along such locations and of such width, not to exceed two hundred and fifty feet, as in the judgment of the Secretary of the Interior may be required for the purposes of this Act, in, over and through the public lands of the United States in the counties of Tuolumne, Stanislaus, San Joaquin and Alameda, in the State of California, and in, over and through the Yosemite National Park and the Stanislaus National Forest, or portions thereof, lying within the said counties, for the purpose of constructing, operating and maintaining aqueducts, canals, ditches, pipes, pipe lines, flumes, tunnels and conduits for conveying water for domestic purposes and uses to the City and County of San Francisco and such other municipalities and water districts as, with the consent of the City and County of San Francisco, or in accordance with the laws of the State of California in force at the time application is made, may hereafter participate in the beneficial use of the rights and privileges granted by this Act; for the purpose of constructing, operating and maintaining power and electric plants, poles and lines for generation and sale and distribution of electric energy; also for the purpose of constructing, operating and maintaining telephone and telegraph lines, and for the purpose of constructing, operating and maintaining roads, trails, bridges, tramways, railroads and other means of locomotion, transportation and communication, such as may be necessary or proper in the construction, maintenance and operation of the works constructed by the grantee herein; together with such lands in the Hetch Hetchy Valley and Lake Eleanor Basin within the Yosemite National Park, and the Cherry Valley within the Stanislaus National Forest, irrespective of the width or extent of said lands, as may be determined by the Secretary of the Interior to be actually necessary for surface or underground reservoirs, diverting and storage dams; together with such lands as the Secretary of the Interior may determine to be actually necessary for power houses, and all other structures or buildings necessary or properly incident to the construction,*

operation and maintenance of said water power and electric plants, telephone and telegraph lines, and such means of locomotion, transportation and communication as may be established; together with the right to take, free of cost, from the public lands, the Yosemite National Park and the Stanislaus National Forest adjacent to its right of way, within such distance as the Secretary of the Interior and the Secretary of Agriculture may determine, stone, earth, gravel, sand, tufa and other materials of like character actually necessary to be used in the construction, operation and repair of its said water power and electric plants, its said telephone and telegraph lines, and its said means of locomotion, transportation or communication, under such conditions and regulations as may be fixed by the Secretary of the Interior and the Secretary of Agriculture, within their respective jurisdictions, for the protection of the public lands, the Yosemite National Park and the Stanislaus National Forest: *Provided*, That said grantee shall file, as hereinafter provided, a map or maps showing the boundaries, location and extent of said proposed rights of way and lands for the purposes hereinabove set forth: *Provided further*, That the Secretary of the Interior shall approve no location or change of location in the national forests unless said location or change of location shall have been approved in writing by the Secretary of Agriculture.

Sec. 2. That within three years after the passage of this Act said grantee shall file with the registers of the United States land offices, in the districts where said rights of way or lands are located, a map or maps showing the boundaries, locations and extent of said proposed rights of way and lands required for the purposes stated in section one of this Act; but no permanent construction work shall be commenced on said land until such map or maps shall have been filed as herein provided and approved by the Secretary of the Interior: *Provided, however*, That any changes of location of any of said rights of way or lands may be made by said grantee before the final completion of any of said work permitted in section one hereof, by filing such additional map or maps as may be necessary to show such changes of location, said additional map or maps to be filed in the same manner as the original map or maps; but no change of location shall become valid until approved by the Secretary of the Interior, and the approval by the Secretary of the Interior of said map or maps showing changes of location of said rights of way or lands shall operate as an abandonment by the City and County of San Francisco to the extent of such change or changes of any of the rights of way or lands indicated on the original maps: *And provided further*, That any rights inuring to the grantee under this Act shall, on the approval of the map or maps referred to herein by the Secretary of the Interior, relate back to the date of the filing of said map or maps with the register of the United States Land Office as provided herein, or to the date of the filing of such maps as they may be



copies of as provided for herein: *And provided further*, That with reference to any map or maps heretofore filed by said City and County of San Francisco or its grantor with any officer of the Department of the Interior or the Department of Agriculture, and approved by said department, the provisions hereof will be considered complied with by the filing by said grantee of copies of any of such map or maps with the register of the United States Land Office as provided for herein, which said map or maps and locations shall as in all other cases be subject to the approval of the Secretary of the Interior.

Sec. 3. That the rights of way hereby granted shall not be effective over any lands upon which homestead, mining or other existing valid claim or claims shall have been filed or made and which now in law constitute prior rights to any claim of the grantee until said grantee shall have purchased such portion or portions of such homestead, mining or other existing valid claims as it may require for right-of-way purposes and other purposes herein set forth, and shall have procured proper relinquishments of such portion or portions of such claims, or acquired title by due process of law and just compensation paid to said entrymen or claimants, and caused proper evidence of such fact to be filed with the Commissioners of the General Land Office, and the right of such entrymen or claimants to sell and of said grantee to purchase such portion or portions of such claims are hereby granted: *Provided, however*, that this Act shall not apply to any lands embraced in rights of way heretofore approved under any Act of Congress for the benefit of any parties other than said grantee or its predecessors in interest.

Sec. 4. That the said grantee shall conform to all regulations adopted and prescribed by the Secretary of the Interior governing the Yosemite National Park and by the Secretary of Agriculture governing the Stanislaus National Forest, and shall not take, cut or destroy any timber within the Yosemite National Park or the Stanislaus National Forest except such as may be actually necessary in order to construct, repair and operate its said reservoirs, dams, power plants, water power and electric works, and other structures above mentioned, but no timber shall be cut or removed from lands outside of the right of way until designated by the Secretary of the Interior or the Secretary of Agriculture, respectively; and it shall pay to the United States the full value of all timber and wood cut, injured or destroyed on or adjacent to any of the rights of way and lands, as required by the Secretary of the Interior or the Secretary of Agriculture: *Provided*, That no timber shall be cut by the grantee in the Yosemite National Park except from land to be submerged or which constitutes an actual obstruction to the right or rights of way or to any road or trail provided in this Act: *Provided, further*, That for and in consideration of the rights and privileges hereby granted to it the said grantee shall construct and maintain in good

repair such bridges or other practicable crossings over its rights of way within the Stanislaus National Forest as may be prescribed in writing by the Secretary of Agriculture, and elsewhere on public lands along the line of said works, and within the Yosemite National Park as may be prescribed in writing by the Secretary of the Interior; and said grantee shall, as said water works are completed, if directed in writing by the Secretary of the Interior or the Secretary of Agriculture, construct and maintain along each side of said right of way a lawful fence of such character as may be prescribed by the proper Secretary, with such suitable lanes or crossings as the aforesaid officers shall prescribe: *And provided further*, That the said grantee shall clear its rights of way within the Yosemite National Park and the Stanislaus National Forest and over any public land of any debris or inflammable material as directed by the Secretary of the Interior and the Secretary of Agriculture, respectively; and said grantee shall permit any road or trail which it may construct over the public lands, the Yosemite National Park or the Stanislaus National Forest to be freely used by the officials of the Government and by the public, and shall permit officials of the Government, for official business only, the free use of any telephone or telegraph lines, or equipment, or railroads that it may construct and maintain within the Yosemite National Park and the Stanislaus National Forest, or on the public lands, together with the right to connect with any such telephone or telegraph lines private telephone wires for the exclusive use of said Government officials: *And provided further*, That all reservoirs, dams, conduits, power plants, water power and electric works, bridges, fences and other structures not of a temporary character shall be sightly and of suitable exterior design and finish so as to harmonize with the surrounding landscape and its use as a park; and for this purpose all plans and designs shall be submitted for approval to the Secretary of the Interior.

Sec. 5. That all lands over which the rights of way mentioned in this Act shall pass shall be disposed of only subject to such easements: *Provided, however*, That the construction of the aforesaid works shall be prosecuted diligently, and no cessation of such construction shall continue for a period of three consecutive years, and in the event that the Secretary of the Interior shall find and determine that there has not been diligent prosecution of the work or of some integral and essential part thereof, or that there has been a cessation of such construction for a period of three consecutive years, then he may declare forfeited all rights of the grantee herein as to that part of the works not constructed, and request the Attorney General, on behalf of the United States, to commence suit in the United States District Court for the Northern District of California for the purpose of procuring a judgment declaring all such rights to that part of the works not constructed to be forfeited to the United States, and upon such request it shall be the duty of the

said Attorney General to cause to be commenced and prosecuted to a final judgment such suit: *Provided, further,* That the Secretary of the Interior shall make no such finding and take no such action if he shall find that the construction or progress of the works has been delayed or prevented by the act of God or the public enemy, or by engineering or other difficulties that could not have been reasonably foreseen and overcome, or by other special or peculiar difficulties beyond the control of the said grantee: *Provided, further,* That, in the exercise of the rights granted by this Act, the grantee shall at all times comply with the regulations herein authorized, and in the event of any material departure therefrom the Secretary of the Interior or the Secretary of Agriculture, respectively, may take such action as may be necessary in the courts or otherwise to enforce such regulations.

Sec. 6. That the grantee is prohibited from ever selling or letting to any corporation or individual, except a municipality or a municipal water district or irrigation district, the right to sell or sublet the water or the electric energy sold or given to it or him by the said grantee: *Provided,* That the rights hereby granted shall not be sold, assigned, or transferred to any private person, corporation, or association, and in case of any attempt to so sell, assign, transfer, or convey, this grant shall revert to the Government of the United States.

Sec. 7. That for and in consideration of the grant by the United States as provided for in this Act the said grantee shall assign, free of cost to the United States, all roads and trails built under the provisions hereof; and further, after the expiration of five years from the passage of this Act the grantee shall pay to the United States the sum of \$15,000 annually for a period of ten years, beginning with the expiration of the five-year period before mentioned, and for the next ten years following \$20,000 annually, and for the remainder of the term of the grant shall, unless in the discretion of Congress the annual charge should be increased or diminished, pay the sum of \$30,000 annually, said sums to be paid on the first day of July of each year. Until otherwise provided by Congress, said sums shall be kept in a separate fund by the United States, to be applied to the building and maintenance of roads and trails and other improvements in the Yosemite National Park and other national parks in the State of California. The Secretary of the Interior shall designate the uses to be made of sums paid under the provisions of this section under the conditions specified herein.

Sec. 8. That the word "grantee" as used herein shall be understood as meaning the City and County of San Francisco and such other municipalities or water district or water districts as may, with the consent of the City and County of San Francisco or in accordance with the laws of the State of California, hereafter participate

in or succeed to the beneficial rights and privileges granted by this Act.

Sec. 9. That this grant is made to the said grantee subject to the observance on the part of the grantee of all the conditions hereinbefore and hereinafter enumerated:

(a) That upon the completion of the Hetch Hetchy Dam or the Lake Eleanor Dam, in the Yosemite National Park, by the grantee, as herein specified, and upon the commencement of the use of any reservoirs thereby created by said grantee as a source of water supply for said grantee, the following sanitary regulations shall be made effective within the watershed above and around said reservoir sites so used by said grantee:

First. No human excrement, garbage, or other refuse shall be placed in the waters of any reservoir or stream or within three hundred feet thereof.

Second. All sewage from permanent camps and hotels within the watershed shall be filtered by natural percolation through porous earth or otherwise adequately purified or destroyed.

Third. No person shall bathe, wash clothes or cooking utensils, or water stock in, or in any way pollute, the water within the limits of the Hetch Hetchy Reservoir or any reservoir constructed by the said grantee under the provisions of this grant, or in the streams leading thereto, within one mile of said reservoir; or, with reference to the Hetch Hetchy Reservoir, in the waters from the reservoir or waters entering the river between it and the "Early intake" of the aqueduct pending the completion of the aqueduct between "Early intake" and the Hetch Hetchy dam site.

Fourth. The cost of the inspection necessary to secure compliance with the sanitary regulations made a part of these conditions, which inspection shall be under the direction of the Secretary of the Interior, shall be defrayed by the said grantee.

Fifth. If at any time the sanitary regulations provided for herein shall be deemed by said grantee insufficient to protect the purity of the water supply, then the said grantee shall install a filtration plant or provide other means to guard the purity of the water. No other sanitary rules or restrictions shall be demanded by or granted to the said grantee as to the use of the watershed by campers, tourists, or the occupants of hotels and cottages.

(b) That the said grantee shall recognize the prior rights of the Modesto Irrigation District and the Turlock Irrigation District as now constituted under the laws of the State of California, or as said districts may be hereafter enlarged to contain in the aggregate not to exceed three hundred thousand acres of land, to receive two thou-

sand three hundred and fifty second-feet of the natural daily flow of the Tuolumne River, measured at the La Grange Dam, whenever the same can be beneficially used by said irrigation districts; and that the grantee shall never interfere with said rights.

(c) That whenever said irrigation districts receive at the La Grange Dam less than two thousand three hundred and fifty second-feet of water, and when it is necessary for their beneficial use to receive more water the said grantee shall release free of charge, out of the natural daily flow of the streams which it has intercepted, so much water as may be necessary for the beneficial use of said irrigation districts not exceeding an amount which, with the waters of the Tuolumne and its tributaries, will cause a flow at La Grange Dam of two thousand three hundred and fifty second-feet; and shall also recognize the rights of the said irrigation districts to the extent of four thousand second-feet of water out of the natural daily flow of the Tuolumne River for combined direct use and collection into storage reservoirs as may be provided by said irrigation districts, during the period of sixty days immediately following and including April fifteenth of each year, and shall during such period release free of charge such quantity of water as may be necessary to secure to the said irrigation districts such four thousand second-feet flow or portion thereof as the said irrigation districts are capable of beneficially directly using and storing below Jawbone Creek: *Provided, however,* That at such times as the aggregate daily natural flow of the watershed of the Tuolumne and its tributaries measured at the La Grange Dam shall be less than said district can beneficially use and less than two thousand three hundred and fifty second-feet, then and in that event the said grantee shall release, free of charge, the entire natural daily flow of the streams which it has under this grant intercepted.

(d) That the said grantee whenever the said irrigation districts desire water in excess of that to which they are entitled under the foregoing, shall on the written demand of the said irrigation districts sell to the said irrigation districts from the reservoir or reservoirs of the said grantee such amounts of stored water as may be needed for the beneficial use of the said irrigation districts at such a price as will return to the grantee the actual total costs of providing such stored water, such costs to be computed in accordance with the currently accepted practice of public cost accounting as may be determined by the Secretary of the Interior, including, however, a fair proportion of the cost to said grantee of the conduit, lands, dams, and water-supply system included in the Hetch Hetchy and Lake Eleanor sites; upon the express condition, however, that the said grantee may require the said irrigation districts to purchase and pay for a minimum quantity of such stored water, and that the said grantee shall be entitled to receive compensation for a minimum

quantity of stored water and shall not be required to sell and deliver to the said irrigation districts more than a maximum quantity of such stored water to be released during any calendar year: *Provided, however,* That if the said irrigation districts shall develop sufficient water to meet their own needs for beneficial use and shall so notify in writing the Secretary of the Interior, the said grantee shall not be required to sell or deliver to said irrigation districts the maximum or minimum amount of stored waters hereinbefore provided for, and shall release the said districts from the obligation to pay for such stored water: *And provided further,* That said grantee shall without cost to said irrigation district return to the Tuolumne River above the La Grange Dam for the use of the said irrigation districts all surplus or waste water resulting from the development of hydroelectric energy generated by the said grantee.

(e) That such minimum and maximum amounts of such stored water to be so released during any calendar year as hereinbefore provided and the price to be paid therefor by the said irrigation districts are to be determined and fixed by the Secretary of the Interior in accordance with the provisions of the preceding paragraph.

(f) That the Secretary of the Interior shall revise the maximum and minimum amounts of stored water to be supplied to said irrigation districts by said grantee as hereinbefore provided, whenever the said irrigation districts have properly developed the facilities of the Davis Reservoir of the Turlock Irrigation District and the Warner-Dallas Reservoir of the Modesto Irrigation District to the fullest practicable extent up to a development not exceeding in cost \$15 per acre-foot storage capacity, and whenever additional storage has been provided by the said irrigation districts which is necessary to the economical utilization of the waters of said watershed, and also after water losses and wastes have been reduced to such reasonable minimum as will assure the economical and beneficial use of such water.

(g) That the said grantee shall not be required to furnish more than the said minimum quantity of stored water hereinbefore provided for until the said irrigation districts shall have first drawn upon their own stored water to the fullest practicable extent.

(h) That the said grantee shall not divert beyond the limits of the San Joaquin Valley any more of the waters from the Tuolumne watershed than, together with the waters which it now has or may hereafter acquire, shall be necessary for its beneficial use for domestic and other municipal purposes.

(i) That the said grantee shall, at its own expense, locate and construct, under the direction of the Secretary of the Interior, such weirs or other suitable structures on sites to be granted, if neces-

sary, by the United States, for accurately measuring the flow in the said river at or above La Grange Dam, and measuring the flow into and out from the reservoirs or intakes of said districts, and into and out from any reservoirs constructed by the said grantee, and at any other point on the Tuolumne River or its tributaries, which he may designate, and fit the same with water-measuring apparatus satisfactory to said Secretary and keep such hydrographic records as he may direct, such apparatus and records to be open to inspection by any interested party at any time.

(j) That by "the flow," "natural daily flow," "aggregate daily natural flow," and "what is naturally flowing," as are used herein, is meant such flow as on any given day would flow in the Tuolumne River or its tributaries of said grantee had no storage or diversion works on the said Tuolumne watershed.

(k) That when the said grantee begins the development of the Hetch Hetchy Reservoir site, it shall undertake and vigorously prosecute to completion a dam at least two hundred feet high, with a foundation capable of supporting said dam when built to its greatest economic and safe height.

(l) That the said grantee shall, upon request, sell or supply to said irrigation districts, and also to the municipalities within either or both said irrigation districts, for the use of any landowner or owners therein for pumping subsurface water for drainage or irrigation, or for the actual municipal public purposes of said municipalities (which purposes shall not include sale to private persons or corporations) any excess of electrical energy which may be generated, and which may be so beneficially used by said irrigation districts or municipalities, when any such excess of electric energy may not be required for pumping the water supply for said grantee and for the actual municipal public purposes of the said grantee (which purposes shall not include sale to private persons or corporations) at such price as will actually reimburse the said grantee for developing and maintaining and transmitting the surplus electrical energy thus sold; and no power plant shall be interposed on the line of the conduit except by the said grantee, or the lessee, as hereinafter provided, and for the purposes and within the limitations in the conditions set forth herein: *Provided*, That said grantee shall satisfy the needs of the landowners in said irrigation districts for pumping subsurface water for drainage or irrigation, and the needs of the municipalities within such irrigation districts for actual municipal public purposes, after which it may dispose of any excess electrical energy for commercial purposes.

(m) That the right of said grantee in the Tuolumne water supply to develop electric power for either municipal or commercial use is to be made conditional for twenty years following the completion

of any portion of the works adapted to the generation of electrical energy, as follows: The said grantee shall within three years from the date of completion of said portion of the works install, operate, and maintain apparatus capable of developing and transmitting not less than ten thousand horsepower of electric power for municipal and commercial use, said ten thousand horsepower to be actually used or offered for use; and within ten years from the completion of said portion of the works not less than twenty thousand horsepower; and within fifteen years therefrom not less than thirty thousand horsepower; and within twenty years therefrom not less than sixty thousand horsepower, unless in the judgment of the Secretary of the Interior the public interest will be satisfied with a lesser development. The said grantee shall develop and use hydroelectric power for the use of its people and shall, at prices to be fixed under the laws of California or, in the absence of such laws, at prices approved by the Secretary of the Interior, sell or supply such power for irrigation, pumping, or other beneficial use, said prices not to be less than will return to said grantee the actual total costs of providing and supplying said power, which costs shall be computed in accordance with the currently accepted practice of public cost accounting, as shall be determined by the Secretary of the Interior, including, however, a fair proportion of cost of conduit, lands, dams, and water-supply system; and further, said grantee shall, before using any of said water for the purpose of developing hydroelectric power, file such maps, surveys, field notes, or other data as may be required by law, and shall conform to any law existing and applicable to said subject of development of said hydroelectric power for municipal or commercial uses.

(n) That after the period of twenty years hereinbefore provided for the development, transmission, use, and sale of electric power, the Secretary of the Interior, under authorization hereby given, may require the grantee, within a time fixed by the Secretary, to develop, transmit, and use, or offer for sale, such additional power, and also such power less than sixty thousand horsepower as the grantee may have failed to develop, transmit, use, or sell, within the twenty years aforesaid, as in the judgment of said Secretary the grantee may or ought to develop under this grant, and which in his judgment the public interest demands or convenience requires; and in case of the failure of the grantee to carry out any such requirements of the Secretary of the Interior the latter is hereby authorized so to do, and he may, in such manner and form and upon such terms and conditions as he may determine, provide for the development, transmission, use and sale of such additional power and such power not so developed, transmitted, or used by the grantee at the end of said twenty years up to sixty thousand horsepower; and for that purpose the Secretary of the Interior may take possession of and lease to such person or persons as he may designate such portion of the



rights of way, structures, dams, conduits, and other property acquired or constructed by the grantee hereunder as may be necessary for the development, transmission, use, and sale of such power.

(o) That the rates or charges to be made by the grantee or by any lessee under the last preceding paragraph for the use of power for commercial purposes shall at all times conform to the laws of the State of California or, in the absence of any such statutory law, be subject to the approval of the Secretary of the Interior, and in the absence of such law no rates or charges shall be made, fixed, or collected without such approval, and the grantee shall at any time, upon the demand of the Secretary of the Interior, allow the latter or such person or persons as he may designate full and free access, right, and opportunity to examine and inspect all of the grantee's books, records, and accounts, and all the works constructed and property occupied hereunder by the grantee.

(p) That this grant is upon the further condition that the grantee shall construct on the north side of the Hetch Hetchy Reservoir site a scenic road or trail, as the Secretary of the Interior may determine, above and along the proposed lake to such point as may be designated by the said Secretary, and also leading from said scenic road or trail a trail to the Tiltill Valley and to Lake Vernon, and a road or trail to Lake Eleanor and Cherry Valley via McGill Meadow; and likewise the said grantee shall build a wagon road from Hamilton or Smiths Station along the most feasible route adjacent to its proposed aqueduct from Groveland to Portulaca or Hog Ranch and into the Hetch Hetchy Dam site, and a road along the southerly slope of Smiths Peak from Hog Ranch past Harden Lake to a junction with the old Tioga Road in section four, township one south, range twenty-one east, Mount Diablo base and meridian, and such roads and trails made necessary by this grant, and as may be prescribed by the Secretary of the Interior. Said grantee shall have the right to build and maintain such other necessary roads or trails through the public lands, for the construction and operation of its works, subject, however, to the approval of the Secretary of Agriculture in the Stanislaus National Forest, and the Secretary of the Interior in the Yosemite National Park. The said grantee shall further lay and maintain a water pipe, or otherwise provide a good and sufficient supply of water for camp purposes at the Meadow, one-third of a mile, more or less, southeasterly from the Hetch Hetchy Dam site.

That all trail and road building and maintenance by the said grantee in the Yosemite National Park and the Stanislaus National Forest shall be done subject to the direction and approval of the Secretary of the Interior or the Secretary of Agriculture according to their respective jurisdictions.

(q) That the said grantee shall furnish water at cost to any authorized occupant within one mile of the reservoir and in addition to the sums provided for in section seven it shall reimburse the United States Government for the actual cost of maintenance of the above roads and trails in a condition of repair as good as when constructed.

(r) That in case the Department of the Interior is called upon, by reason of any of the above conditions, to make investigations and decisions respecting the rights, benefits, or obligations specified in this Act, which investigations or decisions involve expense to the said Department of the Interior, then such expense shall be borne by said grantee.

(s) That the grantee shall file with the Secretary of the Interior, within six months after the approval of this Act, its acceptance of the terms and conditions of this grant.

(t) That the grantee herein shall convey to the United States, by proper conveyance, a good and sufficient title free from all liens and encumbrances of any nature whatever, to any and all tracts of land which are now owned by said grantee within the Yosemite National Park or that part of the national forest adjacent thereto not actually required for use under the provisions of this Act, said conveyance to be approved by and filed with the Secretary of the Interior within six months after the said grantee ceases to use such lands for the purpose of construction or repair under the provisions of this Act.

(u) That the City and County of San Francisco shall sell to the United States, for the use of the War Department, such water as the War Department may elect to take, and shall deliver the same through its system in or near the City of San Francisco to the mains or systems of such military reservations in that vicinity as may be designated by the Secretary of War, under such rules and regulations as he may prescribe. In payment for such water and the delivery thereof the United States shall pay to the said City and County of San Francisco a rental, to be calculated at a fixed rate per one thousand gallons, said rate not to exceed the actual cost of said water to said City and County for all the water so furnished, as determined by meter measurements: *And provided further,* That payment of said rental shall be made by the local disbursing officer of the War Department in the usual manner: *Provided, however,* That the grantee shall at all times comply with and observe on its part all the conditions specified in this Act, and in the event that the same are not reasonably complied with and carried out by the grantee, upon written request of the Secretary of the Interior, it is made the duty of the Attorney General in the name of the United States to commence all necessary suits or proceedings in the proper

court having jurisdiction thereof, for the purpose of enforcing and carrying out the provisions of this Act.

Sec. 10. That this grant, so far as it relates to the said irrigation districts, shall be deemed and held to constitute a binding obligation upon said grantee in favor of the said irrigation districts which said districts, or either of them, may judicially enforce in any court of competent jurisdiction.

Sec. 11. That this Act is a grant upon certain express conditions specifically set forth herein, and nothing herein contained shall be construed as affecting or intending to affect or in any way to interfere with the laws of the State of California relating to the control, appropriation, use, or distribution of water used in irrigation or for municipal or other uses, or any vested right acquired thereunder, and the Secretary of the Interior, in carrying out the provisions of this Act, shall proceed in conformity with the laws of said State.

Passed the House of Representatives September 3, 1913.

Attest:

SOUTH TRIMBLE, Clerk.

Approved December 19, 1913.

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION -- PUC

Dept. Code: PUC

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

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

Type of Service: Comprehensive Management of Watersheds within Yosemite National Park

Funding Source: Hetch Hetchy Water and Power Operating Bud

PSC Amount: \$33,257,629

PSC Est. Start Date: 07/01/2020

PSC Est. End Date 06/30/2024

**1. Description of Work**

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

The scope of the existing agreement includes work in three cooperative programs:

1) Source Water Protection – Watershed controls to preserve the San Francisco Regional Watersheds within Yosemite National Park (YNP) as high-quality drinking water sources and to maintain the filtration avoidance status of the Hetch Hetchy Supply. This includes watershed management for source water protection and implementation of the Raker Act water quality provisions, along with other source water protection initiatives.

2) Environmental Stewardship (ES) Program – Collaborative efforts to improve environmental stewardship of the Upper Tuolumne River ecosystem which affects, or is affected by, SFPUC facilities and operations within YNP. These efforts incorporate policies described in the SFPUC Water Enterprise Environmental Stewardship Policy and will also assist in carrying out stipulations entered into by the SFPUC within the Department of the Interior under provisions of the Raker Act.

3) Security Program – Providing security for facilities essential to SFPUC operations within the YNP.

The Agreement will refine the description of the ES Program to clarify that the scope of work for the ES Program includes NPS environmental and technical review of SFPUC projects. This work may involve, but is not limited to, investigations by NPS staff under the Raker Act in order to inform their decision-making process on special topics raised by SFPUC projects proposed or occurring within YNP, such as archaeological resources, Threatened and Endangered Species, work to address immediate or imminent hazards on roads or trails within the watershed, sanitary concerns, natural or cultural resources analyses and environmental review and document preparation.

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

The services performed are necessary in order to provide controls to preserve the San Francisco Regional Watersheds within Yosemite National Park (YNP) as high-quality drinking water sources, in compliance with the Raker Act, and to maintain the filtration avoidance status of the Hetch Hetchy Supply, in compliance with federal and state regulations; to provide services for environmental stewardship of the Upper Tuolumne River ecosystem which affects, or is affected by, SFPUC facilities and operations within YNP; and for security of SFPUC facilities within YNP. This will establish that these services also NPS encompass reviews for SFPUC projects occurring within the Park. A denial in approval would jeopardize watershed protection, environmental stewardship and certain projects.

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

The NPS has provided these watershed management services for decades, and the current agreement is one in a series of agreements between the SFPUC and the NPS. This service is currently being provided by an existing agreement with the SFPUC and the NPS; adopted by the San Francisco Board of Supervisors on April 30, 2019; Resolution #219-19, File #190347 and adopted by the SFPUC Commission on March 26, 2019; Resolution #19-0058. It is due to expire on June 30, 2024. No PSC was attached to this agreement.

D. Will the contract(s) be renewed?

No

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

N/A

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

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

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 scope of work in the existing agreement is occurring in Yosemite National Park, an area under federal government jurisdiction. The National Park Service has exclusive federal jurisdiction for law enforcement within Yosemite National Park, including the protection of SFPUC facilities. Additionally, the City and County of San Francisco is obligated to pay the Department of the Interior/Yosemite National Park for implementation of the Raker Act water quality provisions and reimbursement of expenses incurred in making certain investigations or decisions respecting the SFPUC's rights, benefits, and obligations under the Raker Act.

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

A. Specify required skills and/or expertise: Skills include providing law enforcement within Yosemite National Park (YNP) to prevent and respond to attacks on SFPUC facilities within YNP; Watershed protection; Monitoring, treatment and disposal of wastewater; Trails, corrals and watershed maintenance; Interpretation to provide education to watershed visitors. The main objective is to protect water quality, environmental resources, and security for essential facilities, while maintaining the filtration avoidance designation of Hetch Hetchy's water supply.

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?**

This work is occurring in Yosemite National Park, an area under federal government jurisdiction. The National Park Service has exclusive federal jurisdiction for law enforcement within Yosemite National Park, including the protection of SFPUC facilities. Additionally, the City and County of San Francisco is obligated to pay the Department of the Interior/Yosemite National Park for implementation of the Raker Act water quality provisions and reimbursement of expenses incurred in making certain investigations or decisions respecting the SFPUC's rights, benefits, and obligations under the Raker Act.

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

- A. Explain why civil service classes are not applicable.  
N/A - This work is occurring in Yosemite National Park, an area under federal government jurisdiction. The National Park Service has exclusive federal jurisdiction for law enforcement within Yosemite National Park, including the protection of SFPUC facilities. Additionally, the City and County of San Francisco is obligated to pay the Department of the Interior/Yosemite National Park for implementation of the Raker Act water quality provisions and reimbursement of expenses incurred in making certain investigations or decisions respecting the SFPUC's rights, benefits, and obligations under the Raker Act.
  
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, this work is occurring in Yosemite National Park, an area under federal government jurisdiction. The National Park Service has exclusive federal jurisdiction for law enforcement within Yosemite National Park, including the protection of SFPUC facilities. Additionally, the City and County of San Francisco is obligated to pay the Department of the Interior/Yosemite National Park for implementation of the Raker Act water quality provisions and reimbursement of expenses incurred in making certain investigations or decisions respecting the SFPUC's rights, benefits, and obligations under the Raker Act.

**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 need for National Park Service personnel to train City and County of San Francisco employees; therefore, training is not included in the scope of the agreement.
  
- C. Are there legal mandates requiring the use of contractual services?  
Yes. The City and County of San Francisco is obligated to pay the Department of the Interior/Yosemite National Park for implementation of the Raker Act water quality provisions (federal law) and to reimburse its expenses incurred in making certain investigations or decisions respecting the SFPUC's rights, benefits, and obligations under the Raker Act.
  
- 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 07/06/2022, the Department notified the following employee organizations of this PSC/RFP request:  
all unions were notified

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

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

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

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 48577 - 21/22

DHR Analysis/Recommendation:

action date: 09/19/2022

Commission Approval Required

Approved by Civil Service Commission

09/19/2022 DHR Approved for 09/19/2022

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: Project Scheduling and Cost Control Staff Augmentation Services

Funding Source: SFPUC Capital Improvement Programs

PSC Duration: 10 years 3 days

PSC Amount: \$15,000,000

**1. Description of Work**

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

The scope of work includes obtain services to augment and assist SFPUC staff with specialized program/project scheduling, Critical Path Method (CPM) scheduling, forecasting, change control, cost controls, and cost estimating for capital improvement projects and programs, review construction change orders and evaluate cost and schedule impacts, database modifications, upload/download of data from other software systems to the Primavera suite of tools used in Program Controls Group (PCG), and other specialized services such as providing technical training to staff.

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

SFPUC planned delivering \$10B of Capital Improvement projects over next 10 years. These projects are mostly bond funded. In order to successfully deliver these projects, the Program Controls Group (PCG) is building and maintaining cost and resource loaded project schedules in Primavera suite of tools. Additionally, PCG is responsible for monitoring, controlling and reporting project/ program level schedules and budgets. Manpower with expertise in scheduling, budgeting, cost control, cost estimating and database integration is required to augment SFPUC staff. Failure to meet these objectives would impact the ability of SFPUC to successfully complete major capital improvements planned to deliver over next 10 years.

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, it was provided in the past. This service has been provided by SFPUC staff and Consultant under CS 369 A&B. The PSC number (for Contract CS369A&B) is 42163-13/14.

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 term is for 10 years due to planned capital planning over next 10 years.

**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).



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:

SFPUC planned to deliver a significant capital improvements over next 10 years. It has been difficult to recruit city resources with the required specialized skill sets to perform scope of work listed in the section 1.B of this form. Consultants are needed to augment and assist SFPUC staff. The consultant will help us to meet peaks in workload. They will be released after completion of the work. Project funding will cover the consultant cost and no future funding is needed.

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

A. Specify required skills and/or expertise: The required special skills includes Scheduling, Cost Control, Cost Estimating, Java scripts programming, Oracle/Primavera software configurations expertise, Earned Value Management project tracking and reporting and specialize in integrating data among various databases.

B. Which, if any, civil service class(es) normally perform(s) this work? 1041, IS Engineer-Assistant; 1042, IS Engineer-Journey; 1052, IS Business Analyst; 1054, IS Business Analyst-Principal; 5174, Administrative Engineer; 5201, Junior Engineer; 5203, Asst Engr; 5207, Assoc Engineer; 5211, Eng/Arch/Landscape Arch Sr; 5241, Engineer; 5602, Utility Specialist;

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

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

Consultant are needed to meet peak workload level as PUC will continue to hire a few additional City staff. Hiring consultants to augment City staff during peak workload will allow us to avoid layoffs after capital improvement projects/programs completion.

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

A. Explain why civil service classes are not applicable.

The civil service classes listed above (Section 2.B) is applicable. We are currently using 5602 - Utility Specialist for scheduling positions. we also hired some 5201 Junior engineers in the past and provided them trainings to perform a scheduler work assignment. This usually takes many years to bring a new hire to the required level of skill sets to perform this work. It has been difficult to recruit city resources with the required specialized skill sets to perform this work. Consultants are needed to augment and assist SFPUC staff with specialized services listed in section 1.B of this form.

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 is not practical to adopt a new civil service classification. This specialized work are related to delivery of the time sensitive improvements scheduled over next 10 years. It takes too long to adopt a new Civil Service position, but we need resources to perform this work now. Additionally, after implementation of these improvements, we do not need this expertise and we can training City resources to maintain the system. No consultant is needed after completion of capital improvement projects.

**6. Additional Information**

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

- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.  
Yes. We are planning to ask the consultant to provide training on as-needed basis. This will include training for scheduling, cost estimating, database integration and other trainings. This should be about 10 to 20 hours per year over life of contracts. We are anticipating training of (1) 5174, (1)5211, (1) 5241, (4) 5602, (1) 5207, (1) 5203, (2) 5201, and (2) 104X IS Engineer Series
- 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 09/01/2023, 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

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 45219 - 23/24

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 11/06/2023

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

**From:** [dhrrpscordinator@sfgov.org](mailto:dhrrpscordinator@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); [kdavis@ifpte21.org](mailto:kdavis@ifpte21.org); [jharding@ifpte21.org](mailto:jharding@ifpte21.org); [mweirick@ifpte21.org](mailto:mweirick@ifpte21.org); [agarza@ifpte21.org](mailto:agarza@ifpte21.org); [ewallace@ifpte21.org](mailto:ewallace@ifpte21.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.); [dhrrpscordinator@sfgov.org](mailto:dhrrpscordinator@sfgov.org)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 45219 - 23/24  
**Date:** Friday, September 1, 2023 11:16:36 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 45219 - 23/24 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 45219 - 23/24 for \$15,000,000 for Initial Request services for the period 12/31/2023 – 12/31/2033. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrrupal/node/21342> 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 # 42163 - 13/14)

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

Type of Service: Program Scheduling and Cost Control Staff Augmentation Services (CS-369)

Funding Source: SSIP and HSIP Programs

PSC Original Approved Amount: \$9,500,000 PSC Original Approved Duration: 10/01/14 - 09/30/18 (4 years)

PSC Mod#1 Amount: no amount added PSC Mod#1 Duration: 10/01/18-08/31/20 (1 year 48 weeks)

PSC Mod#2 Amount: \$4,500,000 PSC Mod#2 Duration: 09/01/20-09/30/22 (2 years 4 weeks)

PSC Mod#3 Amount: no amount added PSC Mod#3 Duration: 09/30/22-03/30/24 (1 year 26 weeks)

PSC Mod#4 Amount: no amount added PSC Mod#4 Duration: 03/30/24-06/30/24 (13 weeks 1 day)

PSC Cumulative Amount Proposed: \$14,000,000 PSC Cumulative Duration Proposed: 9 years 39 weeks

**1. Description of Work**

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

The scope of work is to augment, assist and support Program Controls Support Bureau (PCSB) staff as-needed in developing and updating detailed, resource loaded project and program schedules with work breakdown structure and major milestones; providing construction Critical Path Method (CPM) scheduling support services, including review and recommendation for time extension entitlements; forecasting and monitoring status of project schedules and budgets at completion; implementing change control management measures; establishing and maintaining the Primavera-based Program Control System for all capital improvement projects such that San Francisco Public Utilities Commission (SFPUC)/City and County of San Francisco software systems can be utilized in conjunction with PCSB Program Control System for scheduling and cost, and change control/management.

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

The development, maintenance, monitoring, controlling and reporting of project /program level schedules and budgets are the responsibility of Program Controls Group (PCG) of the Project Management Bureau (PMB). Manpower with expertise in scheduling and cost estimating is required to augment SFPUC staff. Failure to meet these objectives would impact the ability of SFPUC to successfully complete Hetchy System Improvement Program (HSIP) and the Sewer System Improvement Program (SSIP) and other critical capital improvement projects on time and within budget.

**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 42163 - 13/14

**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 42163-13/14 authorizes SFPUC contract CS-369.A which requires a one-year amendment from its original four-year term to a five-year term from September 1, 2015 through August 31, 2020. The duration of PSC 42163-13/14 exceeds five years after Modification No. 1 because the contract start date is later than the PSC start date.

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

A. Display all that apply

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

Explain the qualifying circumstances:

no response from department

B. Reason for the request for modification:

The San Francisco Public Utilities Commission (SFPUC) seeks to continue the project/program controls cost and scheduling services from consultant to augment SFPUC staff in order to continue to provide on-going specialized program/project scheduling, Critical Path Method scheduling, forecasting, change control, cost control, and cost estimating for capital improvement projects in Sewer System Improvement Program, Water Enterprise Capital Improvement Program, and Hetch Hetchy Capital Improvement Program programs, and may also be called upon to provide other related services during the term of the agreement.

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

A. Specify required skills and/or expertise: 1) skill and expertise in CPM Scheduling, 2) experience in implementing Earned Value Method for progress reporting, 3) proficient in utilizing P6, 4) expertise in cost engineering and estimating, and 5) experience with change management/control.

B. Which, if any, civil service class(es) normally perform(s) this work? 5207, Assoc Engineer; 5241, Engineer; 5602, Utility Specialist;

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

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

The civil service classes listed above are applicable; however, consultants are needed to meet peak workload level. Hiring a consultant to augment City staff in the Program Controls Group (PCG) during peak will allow us to avoid layoffs after completion of the SSIP & HSIP.

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 since this expertise is only needed thru the completion of these programs.

**6. Additional Information**

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

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

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

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

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

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

**7. Union Notification:** On 06/08/22, the Department notified the following employee organizations of this PSC/RFP request:  
Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21;

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

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

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 42163 - 13/14

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 06/17/2022



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

Department: PUBLIC UTILITIES COMMISSIONDept. Code: PUCType of Request:  Initial  Modification of an existing PSC (PSC # 42163 - 13/14)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: Program Scheduling and Cost Control Staff Augmentation Services (CS-369)Funding Source: SSIP and HSIP ProgramsPSC Original Approved Amount: \$9,500,000PSC Original Approved Duration: 10/01/14 - 09/30/18 (4 years)PSC Mod#1 Amount: no amount addedPSC Mod#1 Duration: 10/01/18-08/31/20 (1 year 48 weeks)PSC Mod#2 Amount: \$4,500,000PSC Mod#2 Duration: 09/01/20-09/30/22 (2 years 4 weeks)PSC Mod#3 Amount: no amount addedPSC Mod#3 Duration: 09/30/22-03/30/24 (1 year 26 weeks)PSC Cumulative Amount Proposed: \$14,000,000PSC Cumulative Duration Proposed: 9 years 26 weeks**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

The scope of work is to augment, assist and support Program Controls Support Bureau (PCSB) staff as-needed in developing and updating detailed, resource loaded project and program schedules with work breakdown structure and major milestones; providing construction Critical Path Method (CPM) scheduling support services, including review and recommendation for time extension entitlements; forecasting and monitoring status of project schedules and budgets at completion; implementing change control management measures; establishing and maintaining the Primavera-based Program Control System for all capital improvement projects such that San Francisco Public Utilities Commission (SFPUC)/City and County of San Francisco software systems can be utilized in conjunction with PCSB Program Control System for scheduling and cost, and change control/management.

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

The development, maintenance, monitoring, controlling and reporting of project /program level schedules and budgets are the responsibility of Program Controls Group (PCG) of the Project Management Bureau (PMB). Manpower with expertise in scheduling and cost estimating is required to augment SFPUC staff. Failure to meet these objectives would impact the ability of SFPUC to successfully complete Hetchy System Improvement Program (HSIP) and the Sewer System Improvement Program (SSIP) and other critical capital improvement projects on time and within budget.

**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 42163 - 13/14

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 42163-13/14 authorizes SFPUC contract CS-369.A which requires a one-year amendment from its original four-year term to a five-year term from September 1, 2015 through August 31, 2020. The duration of PSC 42163-13/14 exceeds five years after Modification No. 1 because the contract start date is later than the PSC start date.

## 2. Reason(s) for the Request

A. Display all that apply

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

Explain the qualifying circumstances:

no response from department

B. Reason for the request for modification:

The San Francisco Public Utilities Commission (SFPUC) seeks to continue the project/program controls cost and scheduling services from consultant to augment SFPUC staff in order to continue to provide on-going specialized program/project scheduling, Critical Path Method scheduling, forecasting, change control, cost control, and cost estimating for capital improvement projects in Sewer System Improvement Program, Water Enterprise Capital Improvement Program, and Hetch Hetchy Capital Improvement Program programs, and may also be called upon to provide other related services during the term of the agreement.

## 3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: 1) skill and expertise in CPM Scheduling, 2) experience in implementing Earned Value Method for progress reporting, 3) proficient in utilizing P6, 4) expertise in cost engineering and estimating, and 5) experience with change management/control.

B. Which, if any, civil service class(es) normally perform(s) this work? 5207, Assoc Engineer; 5241, Engineer; 5602, Utility Specialist;

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

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

The civil service classes listed above are applicable; however, consultants are needed to meet peak workload level. Hiring a consultant to augment City staff in the Program Controls Group (PCG) during peak will allow us to avoid layoffs after completion of the SSIP & HSIP.

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 since this expertise is only needed thru the completion of these programs.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
Training will not be provided.
- 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 03/17/22, the Department notified the following employee organizations of this PSC/RFP request:  
Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21;

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

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

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 42163 - 13/14

DHR Analysis/Recommendation:  
Commission Approval Not Required  
Approved by DHR on 03/29/2022

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION

Dept. Code: PUC

Type of Request:  Initial  Modification of an existing PSC (PSC # 42163 - 13/14)

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

Type of Service: Program Scheduling and Cost Control Staff Augmentation Services (CS-369)

Funding Source: SSIP and HSIP Programs

PSC Original Approved Amount: \$9,500,000 PSC Original Approved Duration: 10/01/14 - 09/30/18 (4 years)

PSC Mod#1 Amount: no amount added PSC Mod#1 Duration: 10/01/18-08/31/20 (1 year 48 weeks)

PSC Mod#2 Amount: \$4,500,000 PSC Mod#2 Duration: 09/01/20-09/30/22 (2 years 4 weeks)

PSC Cumulative Amount Proposed: \$14,000,000 PSC Cumulative Duration Proposed: 8 years 1 day

**1. Description of Work**

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

The scope of work is to augment, assist and support Program Controls Support Bureau (PCSB) staff as-needed in developing and updating detailed, resource loaded project and program schedules with work breakdown structure and major milestones; providing construction Critical Path Method (CPM) scheduling support services, including review and recommendation for time extension entitlements; forecasting and monitoring status of project schedules and budgets at completion; implementing change control management measures; establishing and maintaining the Primavera-based Program Control System for all capital improvement projects such that San Francisco Public Utilities Commission (SFPUC)/City and County of San Francisco software systems can be utilized in conjunction with PCSB Program Control System for scheduling and cost, and change control/management.

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

The development, maintenance, monitoring, controlling and reporting of project /program level schedules and budgets are the responsibility of Program Controls Group (PCG) of the Project Management Bureau (PMB). Manpower with expertise in scheduling and cost estimating is required to augment SFPUC staff. Failure to meet these objectives would impact the ability of SFPUC to successfully complete Hetchy System Improvement Program (HSIP) and the Sewer System Improvement Program (SSIP) and other critical capital improvement projects on time and within budget.

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 42163 - 13/14

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 42163-13/14 authorizes SFPUC contract CS-369.A which requires a one-year amendment from its original four-year term to a five-year term from September 1, 2015 through August 31, 2020. The duration of PSC 42163-13/14 exceeds five years after Modification No. 1 because the contract start date is later than the PSC start date.

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

A. Display all that apply

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

Explain the qualifying circumstances:

no response from department

B. Reason for the request for modification:

The San Francisco Public Utilities Commission wishes to continue services to augment City staff in order to continue to provide specialized program/project scheduling, Critical Path Method scheduling, forecasting, change control, cost control, and cost estimating for capital improvement projects/programs.

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

A. Specify required skills and/or expertise: 1) skill and expertise in CPM Scheduling, 2) experience in implementing Earned Value Method for progress reporting, 3) proficient in utilizing P6, 4) expertise in cost engineering and estimating, and 5) experience with change management/control.

B. Which, if any, civil service class(es) normally perform(s) this work? 5207, Assoc Engineer; 5241, Engineer; 5602, Utility Specialist;

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

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

The civil service classes listed above are applicable; however, consultants are needed to meet peak workload level. Hiring a consultant to augment City staff in the Program Controls Group (PCG) during peak will allow us to avoid layoffs after completion of the SSIP & HSIP.

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 since this expertise is only needed thru the completion of these programs.

**6. Additional Information**

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

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

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 02/12/20, the Department notified the following employee organizations of this PSC/RFP request:  
Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21;

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

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

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 42163 - 13/14

DHR Analysis/Recommendation:

03/16/2020

Commission Approval Required

Approved by Civil Service Commission

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

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC 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: Power Operations Support

Funding Source: SFPUC Energy Services Funds

PSC Duration: 5 years 1 day

PSC Amount: \$8,000,000

**1. Description of Work**

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

4 Contracts at \$2,000,000 each. The San Francisco Public Utilities Commission (SFPUC), Power Enterprise, seeks a professional services consultant to assist with power operations support on an as-needed basis. Tasks will include assisting in the development of an Integrated Resources Plan (IRP) and the design and implementation of ongoing IRP review. The consultant will also provide support in risk management, settlements, power scheduling, and trading. The SFPUC would also like to utilize the consultant's expertise in business and strategic planning for both the publicly-owned utility (POU) functions and community choice aggregation (CCA) processes.

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

The services are necessary because the SFPUC is mandated by the California Independent System Operator (CAISO) to maintain resource adequacy and local capacity requirements. The SFPUC needs assistance from a consultant to meet these requirements, and the consequences of denial of this service would cause the SFPUC to be in violation of state mandates. The SFPUC also needs a third-party vendor to help evaluate and improve current risk management and settlement processes to keep up with the expansion of load and customers.

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

Services were provided previously under PRO.0018, PSC 47132-15/16

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.

As PUC transitions to a retail provider, these services will be needed on an on-going bases.

**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:

These services go beyond regular duties of civil service classes, and must have the specialized expertise to engage in advanced analysis, modeling and updating of power procedures and processes for risk management, scheduling, and settlements. Extensive experience is needed with resource planning and economic evaluation for a wide range of electricity markets, evaluation and analysis of wholesale power markets, and assessing risks associated with different generation technologies and energy conservation alternatives. Existing staff does not have the capacity and experience with preparing an Integrated Resource Plan.

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

A. Specify required skills and/or expertise: The required skills and expertise include extensive experience with resource planning and economic evaluation for a wide range of electricity markets; evaluation and analysis of wholesale power markets; and assessing risks associated with different generation technologies and energy conservation alternatives.

B. Which, if any, civil service class(es) normally perform(s) this work? 5602, Utility Specialist;

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

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

These services go beyond the regular duties of the existing civil service classes.

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

A. Explain why civil service classes are not applicable.

These services go beyond the regular duties of the existing civil service classes.

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. Our hope is for the consultants to teach current civil class how to perform some of this work. The contractor will provide approximately 200 hours of training for identifying potential power resources and impacts on transmission and distribution systems and developing forecasts and identifying strategies. The contractor will train management and three to five utility specialists.

**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 provide approximately 200 hours of training for identifying to identify potential power resources and impacts on transmission and distribution systems and developing forecasts and identifying strategies. The contractor will train management and three to five utility specialists.

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

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



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

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

7. **Union Notification:** On 08/24/2023, 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@sfwater.org

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 48658 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 11/06/2023

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

**From:** [dhrrpscordinator@sfgov.org](mailto:dhrrpscordinator@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); [kdavis@ifpte21.org](mailto:kdavis@ifpte21.org); [jharding@ifpte21.org](mailto:jharding@ifpte21.org); [mweirick@ifpte21.org](mailto:mweirick@ifpte21.org); [agarza@ifpte21.org](mailto:agarza@ifpte21.org); [ewallace@ifpte21.org](mailto:ewallace@ifpte21.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.); [dhrrpscordinator@sfgov.org](mailto:dhrrpscordinator@sfgov.org)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 48658 - 22/23  
**Date:** Thursday, August 24, 2023 11:58:48 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 48658 - 22/23 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 48658 - 22/23 for \$8,000,000 for Initial Request services for the period 10/01/2023 – 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/dhrrupal/node/20386> 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 # 47132 - 15/16)

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

Type of Service: As- Needed Power Operations Support (PRO.0018)

Funding Source: SFPUC Energy Services Funds

PSC Original Approved Amount: \$8,000,000 PSC Original Approved Duration: 09/01/16 - 08/31/21 (5 years)

PSC Mod#1 Amount: no amount added PSC Mod#1 Duration: 09/01/21-08/31/22 (1 year)

PSC Mod#2 Amount: no amount added PSC Mod#2 Duration: 03/10/22-08/31/23 (1 year)

PSC Mod#3 Amount: no amount added PSC Mod#3 Duration: 05/05/23-08/31/26 (3 years 1 day)

PSC Cumulative Amount Proposed: \$8,000,000 PSC Cumulative Duration Proposed: 10 years 1 day

**1. Description of Work**

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

The San Francisco Public Utilities Commission (SFPUC), Power Enterprise, seeks a professional services consultant to assist with power operations support on an as-needed basis. Tasks will include assisting in the development of an Integrated Resources Plan (IRP) and the design and implementation of ongoing IRP review. The consultant will also provide support in risk management, settlements, power scheduling, and trading. The SFPUC would also like to utilize the consultant's expertise in business and strategic planning for both the publicly-owned utility (POU) functions and community choice aggregation (CCA) processes.

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

The services are necessary because the SFPUC is mandated by the California Independent System Operator (CAISO) to maintain resource adequacy and local capacity requirements. The SFPUC needs assistance from a consultant to meet these requirements, and the consequences of denial of this service would cause the SFPUC to be in violation of state mandates. The SFPUC also needs a third-party vendor to help evaluate and improve current risk management and settlement processes to keep up with the expansion of load and customers.

**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 47132 - 15/16

**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 SFPUC intended to develop an annual Integrated Resource Plan (IRP) with the first IRP to be adopted by September 30, 2016, however, this has been delayed; therefore we are extending the duration of this PSC an additional year to accommodate. We expect this effort to lead to the creation of a robust and flexible Integrated Resource Plan looking 30 years ahead with a 5-year setup and execution plan and 10-year benchmarks.

**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:

These services go beyond regular duties of civil service classes, and must have the specialized expertise to engage in advanced analysis, modeling and updating of power procedures and processes for risk management, scheduling, and settlements. Extensive experience is needed with resource planning and economic evaluation for a wide range of electricity markets, evaluation and analysis of wholesale power markets, and assessing risks associated with different generation technologies and energy conservation alternatives. Existing staff does not have the capacity and experience with preparing an Integrated Resource Plan.

B. Reason for the request for modification:

To bridge the gap of these important professional services until PRO.0227(R) As-Needed Power Operations Support is awarded.

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

- A. Specify required skills and/or expertise: The required skills and expertise include: extensive experience with resource planning and economic evaluation for a wide range of electricity markets; evaluation and analysis of wholesale power markets; and assessing risks associated with different generation technologies and energy conservation alternatives.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5602, Utility Specialist;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

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

Not Applicable

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

- A. Explain why civil service classes are not applicable.  
These services go beyond the regular duties of civil service classes, and must have the specialized expertise and knowledge to engage in advanced analysis, modeling and updating of power procedures and processes for risk management, scheduling, and settlements. Existing staff does not have the capacity and experience with preparing an Integrated Resource Plan.
- 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, our hope is for the consultant to teach the current civil service class to perform this work.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.  
The contractor will provide approximately 200 hours of training for identifying potential power resources and impacts on transmission and distribution systems and developing forecasts and identifying strategies. The contractor will train management and three to five utility specialists.
- 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 05/05/23, 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; 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, 8th Floor, San Francisco, CA, 94102

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 47132 - 15/16

DHR Analysis/Recommendation:

06/05/2023

Commission Approval Required

Approved by Civil Service Commission

06/05/2023 DHR Approved for 06/05/2023

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION -- PUC

Dept. Code: PUC

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

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

Type of Service: Dive team inspections and cleanings of raw water and treated water facilities

Funding Source: Water Enterprise Operating Funds

PSC Duration: 5 years 9 weeks

PSC Amount: \$1,800,000

**1. Description of Work**

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

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

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

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

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

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

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

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

Fish screen cleaning and DSOD valve exercising at raw water supplies including: San Antonio Reservoir, Calaveras Reservoir, Crystal Springs Reservoir, and San Andreas Reservoir. Perform required treated water tanks and reservoir inspections and cleanings as required. Tanks and reservoirs to be inspected and cleaned are: Castlewood Reservoir, Tesla Treatment Facility domestic water tanks, Sunol Town Tanks, SVWTP Chlorine Contact Tank, SVWTP Treated Water Reservoir, The Balancing Reservoir, HTWTP Chlorine Contact Chamber, and HTWTP Treated Water Reservoir. \*\*Inspection and cleaning including the removal of sediments and debris as well as necessary underwater repairs from pump sumps, tunnels and terminus's from and leading to SF Bay at and from: AWSS Pump Station # 1, 698 2nd. St, SF, CA. AWSS Pump Station # 2, 3455 Van Ness Ave. SF, CA. \*\* Limited Underwater Emergency inspections and underwater repairs for CDD potable water assets

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

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

D. Will the contract(s) be renewed?

yes



- E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.  
For the necessary ongoing inspections and cleanings of raw water and treated water facilities.

**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).
- 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:

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

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

- A. Specify required skills and/or expertise: -Expertise in structural integrity of tanks, reservoirs, and fish screens -Possession of ANSI/ACDE 01-1993 minimum commercial diver training or equivalent -Confined space rescue certification -Compliance with OSHA CFR 1910.146, OSHA CFR 1910.20, OSHA CFR 1910.269, AWWA M3
- B. Which, if any, civil service class(es) normally perform(s) this work? 7334, Stationary Engineer;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain:  
Contractor to provide all tools and equipment needed to perform work.

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

The city does not have an in-house dive team. Other departments utilize dive services from contractors.

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

- A. Explain why civil service classes are not applicable.  
Diving work requires certifications that are not held by in-house staff. SCUBA certification with occupational endorsement.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. There is not a need for full time dive staff. This work is performed on occasion as needed or in accordance with operations plans schedules. At most, an annual inspection is required. Cleaning is typically performed every 5 years.

**6. Additional Information**

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

- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.  
No. This work is performed as needed or in accordance with operations plans schedules. At most, an annual inspection is required. Cleaning is typically performed every 5 years. It would not be feasible for in-house staff to acquire the training, certifications and expertise as outlined in 2A in order to perform this infrequent, as-needed work.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

**7. Union Notification:** On 08/21/2023, the Department notified the following employee organizations of this PSC/RFP request:  
Stationary Engineers, Local 39

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

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

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 42458 - 23/24

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 11/06/2023

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

**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [shale@swater.org](mailto:shale@swater.org)  
**To:** [Hale, Shawndrea M.; cpark@local39.org; seichenberger@local39.org; MRainsford@local39.org; grojo@local39.org](mailto:Hale,Shawndrea.M.;cpark@local39.org;seichenberger@local39.org;MRainsford@local39.org;grojo@local39.org); [Hale, Shawndrea M.; dhr-psccordinator@sfgov.org](mailto:Hale,Shawndrea.M.;dhr-psccordinator@sfgov.org)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 42458 - 23/24  
**Date:** Monday, August 21, 2023 4:15:47 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 42458 - 23/24 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 42458 - 23/24 for \$1,800,000 for Initial Request services for the period 10/01/2023 – 12/01/2028. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/21291> 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)**

## **Acronyms**

DSOD – Division of Safety of Dams

SVWTP – Sunol Valley Water Treatment Plant

HTWTP – Harry Tracy Water Treatment Plant

AWSS – Auxiliary Water Supply System

CDD – City Distribution Division

ANSI/ACDE – American National Standards Institute/Association of Commercial Diving Educators

OSHA CFR – Occupational Safety and Health Administration Code of Federal Regulations

AWWA – American Water Works Association

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 Specifications Writing Services

Funding Source: Departmental Work Orders

PSC Amount: \$4,000,000

PSC Est. Start Date: 11/06/2023

PSC Est. End Date 12/31/2030

**1. Description of Work**

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

Provide specialized services in Specifications Writing and Hardware Design to support Public Works design staff on an as-needed basis. The Consultants will provide expert advice and services to ensure that the most up to date products are utilized in our specifications.

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

Specifications Writers are specialized consultants who are experts in the area of writing specifications. They are up to date with the most current products, performance of such products, etc. Providing Hardware Specifications and Schedules is a highly specialized service that is out of the Public Works Building Design and Construction (BDC)'s area of expertise. The Public Works BDC does not have the staff or ability to provide this service due to our current and on-going workload and staffing issues. Utilizing expert Hardware Consultants will allow us to complete our projects more quickly and provide a better quality of service to our Clients. Denial of this request would delay projects and would result in higher cost for projects.

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

This service was previously approved by the Civil Service Commission. The most recent PSC # is 48014-21/22.

A new solicitation is required to award more work because the capacity in the previous contracts will no longer be able to accommodate new work orders.

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. 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):

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

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

B. Explain the qualifying circumstances:

This service will only be required on an as-needed basis when either City staff don't have the capacity to fulfill all project requests, causing delays, or if specialized services are required.

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

- A. Specify required skills and/or expertise: Consultants must be experts in their fields and certified by corresponding organizations, as applicable.
- 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: No

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

The Department is encouraging current employees to get education, training, experience, and certification in specification writing and hardware design services.

**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
  - Project requires special products and third party Consultant is required 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, civil service classes already exist. 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 specification writing services will only be utilized on as-needed basis either to augment city staff or to work on sporadic highly specialized work, there is no need for consultants 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 08/29/2023, the Department notified the following employee organizations of this PSC/RFP request:  
Architect & Engineers, Local 21; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21



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

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

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 45441 - 23/24

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 11/06/2023

# **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 \(DPW\); Laxamana, Junko \(DBI\); agarza@ifpte21.org; amakayan@ifpte21.org; kdavis@ifpte21.org; jharding@ifpte21.org; mweirick@ifpte21.org; dho@ifpte21.org; ewallace@ifpte21.org; ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; l21pscreview@ifpte21.org; Sy, Don \(DPW\); DHR-PSCCoordinator, DHR \(HRD\)](mailto:Burns, Alexander (DPW); Laxamana, Junko (DBI); agarza@ifpte21.org; amakayan@ifpte21.org; kdavis@ifpte21.org; jharding@ifpte21.org; mweirick@ifpte21.org; dho@ifpte21.org; ewallace@ifpte21.org; ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; l21pscreview@ifpte21.org; Sy, Don (DPW); DHR-PSCCoordinator, DHR (HRD))  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 45441 - 23/24  
**Date:** Tuesday, August 29, 2023 3:18:54 PM

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RECEIPT for Union Notification for PSC 45441 - 23/24 more than \$100k

The GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW has submitted a request for a Personal Services Contract (PSC) 45441 - 23/24 for \$4,000,000 for Initial Request services for the period 11/06/2023 – 12/31/2030. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/21340> 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 Specifications Writing Services

Funding Source: Interdepartmental Work Orders

PSC Amount: \$1,600,000

PSC Est. Start Date: 10/18/2021

PSC Est. End Date 08/30/2028

**1. Description of Work**

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

Provide specialized services in Specifications Writing and Hardware Design to support Public Works design staff on an as-needed basis. The Consultants will provide expert advice and services to ensure that the most up to date products are utilized in our specifications.

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

Specifications Writers are specialized consultants who are experts in the area of writing specifications. They are up to date with the most current products, performance of such products, etc. Providing Hardware Specifications and Schedules is a highly specialized service that is out of the Public Works Building Design and Construction (BDC)'s area of expertise. The Public Works BDC does not have the staff or ability to provide this service due to our current and on-going workload and staffing issues. Utilizing expert Hardware Consultants will allow us to complete our projects more quickly and provide a better quality of service to our Clients. Denial of this request would delay projects and would result in higher cost for projects.

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

This service was previously approved by the Civil Service Commission. The most recent PSC # is 4041-13/14. A new solicitation is required to award more work because the previous contracts will no longer be able to issue new work starting next year.

**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 PSC duration exceeds 5 years to account for the extra time needed to advertise and award contracts. However, all contract terms will not exceed 5 years.

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

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

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

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

**B. Explain the qualifying circumstances:**

This service will only be required on an as-needed basis when either City staff don't have the capacity to fulfill all project requests, causing delays, or if specialized services are required.

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

**A. Specify required skills and/or expertise:** Consultants must be experts in their fields and certified by corresponding organizations, as applicable.

**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:** No

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

The Department is encouraging current employees to get education, training, experience, and certification in specification writing and hardware design services.

**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 • Project requires special products and third party Consultant is required 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, civil service classes already exist. 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. No training will be provided. Classifications already exist, but due to the workload of the City, this would pose delays if City employees had to take on this task as well.

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

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

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

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

**7. Union Notification:** On 08/13/2021, 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: Alexander Burns Phone: 415-554-6411 Email: alexander.burns@sfdpw.org

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 48014 - 21/22

DHR Analysis/Recommendation:

action date: 10/18/2021

Commission Approval Required

Approved by Civil Service Commission

10/18/2021 DHR Approved for 10/18/2021

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 Inspector of Record (IOR) Inspection Services

Funding Source: Inter-Departmental Work Orders

PSC Amount: \$3,000,000

PSC Est. Start Date: 09/25/2023

PSC Est. End Date 09/30/2030

**1. Description of Work**

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

Selected Consultants will provide specialized Inspector of Record (IOR) Inspection services for hospital projects on an as-needed basis. As required by the Office of Statewide Health Planning and Development (OSHPD) – a State Agency, Inspectors of Record for hospital projects must be certified by OSHPD. The role of the IOR is to provide competent and continuous inspection of all phases of hospital construction, allow OSHPD to efficiently monitor the construction process, and assure that the work is being performed in accordance with OSHPD-approved plans and applicable codes. An IOR must record all construction activities that occur on site and is responsible for verifying such items as seismic anchorage and equipment; the bracing of all mechanical, plumbing, and electrical piping; and conduit installation in accordance with the approved documents and installation procedures. The IOR also oversees all inspections and witnesses work performed by outside inspectors. As part of the inspection team and as the liaison between the Owner (City), the Architect of Record, and OSHPD, the IOR observes and reports the results of each inspection to all responsible parties.

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

Public Works is expecting a number of hospital projects that will require the services of Inspectors of Record. This As-Needed Contracts resulting from the the Request for Qualifications Solicitation will provide much needed flexibility in providing the required type of IORs to meet each project at any given time. Denial of this request for as-needed contracts will cause hardship on Public Works to find qualified IORs when needed and will impact project schedules as the Contractor's completed work will not be accepted by OSHPD if the work has not been inspected by an IOR. Since OSHPD and the Architect of Record hold approval of the IOR in addition to the City, maximum flexibility in assigning IORs is necessary to achieve group confirmation.

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 was previously approved by the Civil Service Commission. The most recent PSC#'s are 42834-14/15 and 49303-18/19. A new solicitation is required to award more work because the previous contracts will no longer be able to issue new work starting early next year.

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. All contracts will have 5-year maximum term.

**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:

Periodically, the Priscilla and Mark Zuckerberg San Francisco General Hospital and Trauma Center, along with Laguna Honda Hospital, undertake projects for tenant improvements and various other hospital needs. These projects necessitate the presence of certified Inspectors of Record (IORs) at any given time. During peak demand, additional IORs are required to support the currently active Public Works IOR. All Civil Service Classification personnel serving as IORs must first be certified by the Office of Statewide Health Planning and Development (OSHPD). This certification is granted upon successful completion of a State-issued exam.

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

A. Specify required skills and/or expertise: Inspectors of Record must be certified by Office of Statewide Health Planning and Development (OSHPD) based on successful "Hospital Inspector" examination. Three levels of certification provide different levels and breadth of expertise for different projects: Class A for all phases of construction including major structural construction; Class B for architectural, mechanical, electrical, fire and life safety, and anchorage of non-structural elements; and Class C for one or more areas of construction specialty but not as complete a scope as Class A or B. Eligibility to take the IOR exam ranges from A) high school diploma or equivalent, plus 6 years applicable inspection/college education to B) possession of a California Structural Engineer's or Architect's license.

B. Which, if any, civil service class(es) normally perform(s) this work? 5241, Engineer; 5268, Architect; 5620, Regulatory Specialist; 6248, Electrical Inspector; 6318, Construction Inspector; 6333, Senior Building 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?**

Public Works has previously utilized staff who were OSHPD certified, but they have all retired. All current Public Works inspectors/resident engineers working on hospital projects are encouraged to take the IOR exams.

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

A. Explain why civil service classes are not applicable.

Civil Service Classifications are applicable but only if they possess the IOR credentials issued by OSHPD. 5620 Regulatory Specialist, 6333 Senior Building Inspector, and 6248 Electrical Inspector have been applicable currently and in the past. Others that are applicable are job classifications 5241 - Engineer, 5268 - Architect, 6318- Construction Inspector, 6248-Electrical Inspector. Public Works intends to utilize City staff who are OSHPD-certified to the extent that they are available and acceptable to OSHPD and the Architect of Record. Due to fluctuations in project needs and project schedules, it will be difficult to use the limited numbers of existing staff who are qualified to provide IOR 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. It would not be practical because the demand for IOR services is not constant, and the IOR certification process is independent of the Civil Service classification process. In addition, OSHPD approves individual IOR applications on a case-by-case basis, based on their workload, IOR certification class, and the type of project being permitted. It is not guaranteed that OSHPD would approve the staff hired under these proposed new civil service classifications. Also, although the total volume of these proposed contracts seems high, it does not represent full-time work but represents as-needed part-time work of multiple individuals who consult on projects across the entire state. Finally, if there are inadequate active hospital projects, individuals would need to be furloughed or work out of 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. City staff who are interested in becoming IOR inspectors are encouraged to take OSHPD's IOR certification exams. There is no training classes available to prospective IOR 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 07/11/2023, the Department notified the following employee organizations of this PSC/RFP request:  
Architect & Engineers, Local 21; Building Inspectors - 6331, 6333; Electrical Workers, Local 6; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21

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

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

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 48750 - 23/24

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 11/06/2023

# **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 \(DPW\); Laxamana, Junko \(DBI\); agarza@ifpte21.org; amakayan@ifpte21.org; Osha Ashworth; kdavis@ifpte21.org; jharding@ifpte21.org; mweirick@ifpte21.org; dho@ifpte21.org; ewallace@ifpte21.org; ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; l21pscreview@ifpte21.org; Macaranas, Belle \(DPW\); DHR-PSCCoordinator, DHR \(HRD\)](mailto:Burns, Alexander (DPW); Laxamana, Junko (DBI); agarza@ifpte21.org; amakayan@ifpte21.org; Osha Ashworth; kdavis@ifpte21.org; jharding@ifpte21.org; mweirick@ifpte21.org; dho@ifpte21.org; ewallace@ifpte21.org; ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; l21pscreview@ifpte21.org; Macaranas, Belle (DPW); DHR-PSCCoordinator, DHR (HRD)@ifpte21.org)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 48750 - 23/24  
**Date:** Tuesday, July 11, 2023 2:05:07 PM

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RECEIPT for Union Notification for PSC 48750 - 23/24 more than \$100k

The GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW has submitted a request for a Personal Services Contract (PSC) 48750 - 23/24 for \$3,000,000 for Initial Request services for the period 09/25/2023 – 09/30/2030. 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:

<http://apps.sfgov.org/dhrdrupal/node/21078> 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

## Choi, Suzanne (HRD)

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**From:** Macaranas, Belle (DPW)  
**Sent:** Tuesday, August 29, 2023 8:51 AM  
**To:** smcgarry@nccrc.org; Pedro Mendez  
**Cc:** DHR-PSCCoordinator, DHR (HRD)  
**Subject:** RE: Receipt of Notice for new PCS over \$100K PSC # 48750 - 23/24

**Importance:** High

RECEIPT for Union Notification for PSC 48750 - 23/24 more than \$100k

The GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW has submitted a request for a Personal Services Contract (PSC) 48750 - 23/24 for \$3,000,000 for Initial Request services for the period 09/25/2023 – 09/30/2030. 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:

<http://apps.sfgov.org/dhrdrupal/node/21078> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

# **Additional Attachment(s)**

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

Department: GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPWDept. Code: DPWType of Request:  Initial  Modification of an existing PSC (PSC # \_\_\_\_\_)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: As-Needed Inspector of Record (IOR) ServicesFunding Source: Inter-Departmental Work OrdersPSC Amount: \$3,000,000PSC Est. Start Date: 05/20/2019PSC Est. End Date 12/31/2025**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

Provide specialized Inspector of Record (IOR) services for hospital projects on an as-needed basis. As required by the Office of Statewide Health Planning and Development (OSHPD) – a State Agency, Inspectors of Record for hospital projects must be certified by OSHPD. The role of the IOR is to provide competent and continuous inspection of all phases of hospital construction, allow OSHPD to efficiently monitor the construction process, and assure that the work is being performed in accordance with OSHPD-approved plans and applicable codes. An IOR must record all construction activities that occur on site and is responsible for verifying such items as seismic anchorage and equipment; the bracing of all mechanical, plumbing, and electrical piping; and conduit installation in accordance with the approved documents and installation procedures. The IOR also oversees all inspections and witnesses work performed by outside inspectors. As part of the inspection team and as the liaison between the Owner (City), the Architect of Record, and OSHPD, the IOR observes and reports the results of each inspection to all responsible parties.

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

SF Public Works is expecting a number of hospital projects that will require the services of Inspectors of Record. This As-Needed Contract will provide much needed flexibility in providing the required type of IORs to meet each project at any given time. Denial of this request for as-needed contract will cause hardship on Public Works to find qualified IORs when needed and will impact project schedules as the Contractor's completed work will not be accepted by OSHPD if the work has not been inspected by an IOR. Since OSHPD and the Architect of Record hold approval of the IOR in addition to the City, maximum flexibility in assigning IORs is necessary to achieve group confirmation.

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

This service was provided through a subconsultant under the as-needed Architectural professional contracts. (Refer to PSC No. 4030-09/10, Mod 3, approved on June 17, 2013). The SF General Hospital Rebuild Program had an IOR Consultant Contract specific to the Rebuild Program only. (Refer to PSC No. 4006-10/11, approved on July 19, 2010.) And 42834-14/15 for as-needed Inspector of Record (IOR) services. Other hospital projects will have to use this as-needed consultant contract to meet the demands for IORs on a project by project basis.

**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).
- 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 range of upcoming hospital projects, including tenant improvements, will require different skill sets, expertise, and/or knowledge. To be approved by the OSHPD for a project, an IOR must be already experienced in hospital inspection (generally obtained by shadowing more experienced professionals.) The experience required are one of three types: Class A for all phases of construction including major structural construction; Class B for architectural, mechanical, electrical, fire and life safety, and anchorage of non-structural element; and Class C for one or more areas of construction specialty but not as complete a scope as Class A or B. On a periodic basis, the Priscilla and Mark Zuckerberg San Francisco General Hospital and Trauma Center and also Laguna Honda Hospital are expected to execute projects for tenant improvements and other hospital needs that will require a number of certified Inspectors of Record (IORs) at any given time. The peak in demands will require additional IORs to support the one currently-active Public Works IOR. All Civil Service Classification personnel who serve in the role of IOR must first be certified by the Office of Statewide Health Planning and Development (OSHPD) by successfully passing a State-issued exam.

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

- A. Specify required skills and/or expertise: Inspectors of Record must be certified by Office of Statewide Health Planning and Development (OSHPD) based on successful "Hospital Inspector" examination. Three levels of certification provide different levels and breadth of expertise for different projects: Class A for all phases of construction including major structural construction; Class B for architectural, mechanical, electrical, fire and life safety, and anchorage of non-structural elements; and Class C for one or more areas of construction specialty but not as complete a scope as Class A or B. Eligibility to take the IOR exam ranges from A) high school diploma or equivalent, plus 6 years applicable inspection/college education to B) possession of a California Structural Engineer's or Architect's license.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5241, Engineer; 5268, Architect; 5620, Regulatory Specialist; 6248, Electrical Inspector; 6318, Construction Inspector; 6333, Senior Building 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?**

Public Works has utilized staff who were/are OSHPD certified. There were three total in the City in past years: two retired, and one is active on the Zuckerberg SF General Hospital Projects. All current Public Works inspectors/resident engineers working on hospital projects are encouraged to take the IOR exams.

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

- A. Explain why civil service classes are not applicable.  
Civil Service Classifications are applicable but only if they possess the IOR credentials issued by OSHPD. 5620 Regulatory Specialist, 6333 Senior Building Inspector, and 6248 Electrical Inspector have been applicable currently and in the past. Others that are applicable are noted in the answer to for "Which, if any, civil service class normally performs this work?"

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. It would not be practical because the demand for IOR services is not constant, and the IOR certification process is independent of the Civil Service classification process. In addition, OSHPD approves individual IOR applications on a case by case basis, based on their workload, IOR certification class, and the type of project being permitted. It is not guaranteed that OSHPD would approve the staff hired under these proposed new civil service classifications. Also, although the total volume of these proposed contracts seems high, it does not represent full-time work but represents as-needed part-time work of multiple individuals who consult on projects across the entire state. Finally, if there are inadequate active hospital projects, individuals would need to be furloughed or work out of class. Having noted that, current classifications can be tapped to perform this work as explained in answer to "Explain why civil service classes are not applicable."

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

**7. Union Notification:** On 04/09/2019, the Department notified the following employee organizations of this PSC/RFP request:  
Architect & Engineers, Local 21; Building Inspectors - 6331, 6333; Electrical Workers, Local 6; 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 Street San Francisco, CA 94103

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 49303 - 18/19

DHR Analysis/Recommendation:  
Commission Approval Required

action date: 08/05/2019  
Approved by Civil Service Commission



08/05/2019 DHR Approved for 08/05/2019

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 Inspector of Record (IOR) Services

Funding Source: Inter-Departmental Work Orders

PSC Amount: \$4,000,000

PSC Est. Start Date: 07/01/2015

PSC Est. End Date 11/30/2020

**1. Description of Work**

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

Provide specialized Inspector of Record (IOR) services for hospital projects on an as-needed basis. As required by the Office of Statewide Health Planning and Development (OSHPD) – a State Agency, Inspectors of Record for hospital projects must be certified by OSHPD.

The role of the IOR is to provide competent and continuous inspection of all phases of hospital construction, allow OSHPD to efficiently monitor the construction process, and assure that the work is being performed in accordance with OSHPD-approved plans and applicable codes. An IOR must record all construction activities that occur on site and is responsible for verifying such items as seismic anchorage and equipment; the bracing of all mechanical, plumbing, and electrical piping; and conduit installation in accordance with the approved documents and installation procedures. The IOR also oversees all inspections and witnesses work performed by outside inspectors. As part of the inspection team and as the liaison between the Owner (City), the Architect of Record, and OSHPD, the IOR observes and reports the results of each inspection to all responsible parties. We intend to award two contracts at \$2,000,000 each.

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

SF Public Works is expecting a number of hospital projects that will require the services of Inspectors of Record. This As-Needed Contract will provide much needed flexibility in providing the required type of IORs to meet each project at any given time. Denial of this request for as-needed contract will cause hardship on Public Works to find qualified IORs when needed and will impact project schedules as the Contractor's completed work will not be accepted by OSHPD if the work has not been inspected by an IOR. Since OSHPD and the Architect of Record hold approval of the IOR in addition to the City, maximum flexibility in assigning IORs is necessary to achieve group confirmation.

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

This service has been provided through a sub-consultant under the As-Needed Design Services for Health Facilities contract. (Refer to PSC No. 4030-09/10). The SF General Hospital Rebuild Program currently has an IOR Consultant Contract specific to the Rebuild Program only. (Refer to PSC No. 4006-10/11). Other hospital projects will have to use this as-needed consultant contract to meet the demands for IORs on a project by project basis.

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 is for an as-needed contract and it will have a maximum duration of 5 years

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

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

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

B. Explain the qualifying circumstances:

The range of upcoming hospital projects, including tenant improvements, will require different skillsets, expertise, and/or knowledge. (For instance, a Hybrid MRI room versus bathroom remodeling.) To be approved by the OSHPD for a project, an IOR must be already experienced in hospital inspection (generally obtained by shadowing more experienced professionals.) The experience required are one of three types: Class A for all phases of construction including major structural construction; Class B for architectural, mechanical, electrical, fire and life safety, and anchorage of non-structural element;; and Class C for one or more areas of construction specialty but not as complete a scope as Class A or B.

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

A. Specify required skills and/or expertise: Inspectors of Record must be certified by Office of Statewide Health Planning and Development (OSHPD) based on successful "Hospital Inspector" examination. Three levels of certification provide different levels and breadth of expertise for different projects: Class A for all phases of construction including major structural construction; Class B for architectural, mechanical, electrical, fire and life safety, and anchorage of non-structural elements; and Class C for one or more areas of construction specialty but not as complete a scope as Class A or B. Eligibility to take the IOR exam ranges from A) high school diploma or equivalent, plus 6 years applicable inspection/college education to B) possession of a California Structural Engineer's or Architect's license.

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

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

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

Public Works has utilized staff who were/are OSHPD certified. There were three total in the City in past years: one retired, one is active on the SF General Hospital Rebuild Program, and another is on the verge of retirement. In addition, advertisement was made on or about 2010 for a DPW-hired inspector with IOR credentials. Response was low, and only one person was interviewed. At that time, the volume of need came into question, so the decision was made to continue with consultants for full flexibility. Finally, all current DPW inspectors/resident engineers working on hospital projects are encouraged to take the IOR exams.

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

A. Explain why civil service classes are not applicable.

Civil Service Classifications are applicable but only if they possess the IOR credentials issued by OSHPD. Public Works intends to utilize City staff who are OSHPD-certified to the extent that they are available and acceptable to OSHPD and the Architect of Record. Due to fluctuations in project needs and project schedules, it will be difficult to use the limited numbers of existing staff who are qualified to provide IOR 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. It would not be practical because the demand for IOR services is intermittent, and the IOR certification process is independent of the Civil Service classification process. In addition, OSHPD approves individual IOR applications on a case by case basis, based on their workload, IOR certification class, and the type of project being permitted. It is not guaranteed that OSHPD would approve the staff hired under these proposed new civil service classifications. Also, although the total volume of these proposed contracts seems high, it does not represent full-time work but represents as-needed part-time work of multiple individuals who consult on projects across the entire state. Finally, if there are inadequate active hospital projects, individuals would need to be furloughed or work out of class.

**6. Additional Information**

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

**7. Union Notification:** On 06/08/2015, the Department notified the following employee organizations of this PSC/RFP request:  
all unions were notified

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

Name: Stacey Camillo Phone: 415-554-4886 Email: stacey.camillo@sfdpw.org

Address: 1155 Market Street, 4th Floor San Francisco, CA 94103

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 42834 - 14/15

DHR Analysis/Recommendation:

action date: 08/03/2015

Commission Approval Required

Approved by Civil Service Commission

08/03/2015 DHR Approved for 08/03/2015

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: Veterinary Services for Airport Police Canines

Funding Source: Airport Operating Funds

PSC Amount: \$750,000

PSC Est. Start Date: 01/01/2024

PSC Est. End Date 12/31/2028

**1. Description of Work**

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

Veterinary care services for approximately 18 working canines of the San Francisco Police Department Airport Bureau (SFPD-AB) Canine Unit at San Francisco International Airport (Airport). Work shall include providing standard care including examinations, disease prevention programs, diet and weight management services, medications, and treatments as necessary to various conditions and illnesses. Contractor shall also provide 24/7 emergency and specialty care include oncology treatment, cardiology, ophthalmology, and neurology services, on an as-needed basis.

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

The health of the working canines at the Airport are critical for the continued performance of SFPD-AB to provide safe and secure facilities for the traveling public, airlines, tenants, and employees. To maintain health, working canines at the Airport must have access to veterinary services as well as specialty and off-hours emergency care. If these services are denied, the health of the working canines would be at risk, and the safety and security of the Airport may be compromised.

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

The services have been previously provided under PSC#45222-17/18.

D. Will the contract(s) be renewed?

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

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

The duration of the PSC will cover the resulting five-year contract term.

**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 Airport does not have access to a facility that provides veterinary services.

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

A. Specify required skills and/or expertise: Licensed veterinarians must have expertise in providing prevention and medical treatment services to working dogs, at a facility within close proximity to the Airport. Specialty

services require licensed veterinarians with additional training and specialized knowledge in specific areas such as oncology, cardiology, ophthalmology or neurology.

- B. Which, if any, civil service class(es) normally perform(s) this work? 2292, Shelter Veterinarian; 3370, Animal Care Attendant; 3375, Animal Health Technician;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain:  
Yes. Veterinary service provider(s) will provide their own hospital or clinic facility along with equipment.

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

The Airport contacted San Francisco Animal Care and Control and was informed that in-house veterinary services and facilities are available only to animals in their care.

**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 civil service classes for veterinary services but the Airport does not have access to a facility that provides 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 Airport does not have access to a facility that provides these services.

**6. Additional Information**

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

**7. Union Notification:** On 08/02/2023, the Department notified the following employee organizations of this PSC/RFP request:  
Physicians and Dentists - 8CC; SEIU 1021 Miscellaneous; Teamsters, Local 856 Health Workers

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

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

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 47587 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 11/06/2023

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



**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [cynthia.avakian@flysfso.com](mailto:cynthia.avakian@flysfso.com)  
**To:** [Cynthia Avakian \(AIR\)](#); [mleach](#); [SF-DHR-Info@seiu1021.org](mailto:SF-DHR-Info@seiu1021.org); [Najuawanda Daniels](#); [Jason Klumb](#); [Frigault, Noah \(HRC\)](#); [Julie.Meyers@sfgov.org](mailto:Julie.Meyers@sfgov.org); [Thomas Vitale](#); [Ricardo.lopez@sfgov.org](mailto:Ricardo.lopez@sfgov.org); [Kbasconcello@sfgwater.org](mailto:Kbasconcello@sfgwater.org); [pcamarillo\\_seiu@sbcglobal.net](mailto:pcamarillo_seiu@sbcglobal.net); [Wendy Frigillana](#); [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](#); [Sin.Yee.Poon@sfgov.org](mailto:Sin.Yee.Poon@sfgov.org); [David Canham](#); [jtanner940@aol.com](mailto:jtanner940@aol.com); [Pierre King - UAPD](#); [tjenkins@uapd.com](mailto:tjenkins@uapd.com); [cynthia.hoe@flysfso.com](mailto:cynthia.hoe@flysfso.com); [DHR-PSCCoordinator, DHR \(HRD\)](#)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 47587 - 22/23  
**Date:** Wednesday, August 2, 2023 4:55:07 PM

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RECEIPT for Union Notification for PSC 47587 - 22/23 more than \$100k

The AIRPORT COMMISSION -- AIR has submitted a request for a Personal Services Contract (PSC) 47587 - 22/23 for \$750,000 for Initial Request services for the period 01/01/2024 – 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/20206> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT

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

# **Additional Attachment(s)**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION -- 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: Veterinary Services for Police K-9

Funding Source: Airport Operating Funds

PSC Amount: \$600,000

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:

Veterinary care services for approximately 15-20 canine members of the K9 Unit of the San Francisco Police Department Airport Bureau, at the San Francisco International Airport (Airport). Care will include examinations, disease prevention programs, diet and weight management services, medications, and treatments as necessary for various conditions and illnesses.

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

This service is critical for the continued high performance of the working dogs for the San Francisco International Airport to provide safe and secure facilities for the traveling public, airlines, tenants, and its employees and to assure the Transportation Security Administration that the working dogs have access to veterinary services. If veterinary care and services are denied, the safety and security of the Airport may be compromised.

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

Services have been previously provided through a contract, most recently under PSC #4000-13/14.

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 duration of the PSC will cover the resulting five-year contract term.

## 2. Reason(s) for the Request

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

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

B. Explain the qualifying circumstances:

The work is intermittent, and will be performed on an as-needed basis as the dogs require veterinarian care.

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

- A. Specify required skills and/or expertise: Licensed veterinarians with expertise in providing prevention and medical treatment services to working dogs, at a facility within close proximity to the Airport.
- B. Which, if any, civil service class(es) normally perform(s) this work? 2292, Shelter Veterinarian; 3370, Animal Care Attendant; 3375, Animal Health Technician;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. Veterinary service provider will have its own hospital or clinic facility and required equipment.

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

None, as these services need to be performed at a veterinarian facility within close proximity to the Airport.

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

- A. Explain why civil service classes are not applicable.  
The work is intermittent and typically as-needed, and it requires licensed veterinarians and a veterinarian facility in which to perform the work. Further, the services must be available if emergencies occur.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, as the work is intermittent in nature and occurs on an as-needed basis.

**6. Additional Information**

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

If so, please explain.

No.

**7. Union Notification:** On 04/09/2018, the Department notified the following employee organizations of this PSC/RFP request:  
Physicians and Dentists - 8CC; SEIU 1021 Miscellaneous; SEIU Local 1021; Teamsters, Local 856 Health Workers

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

Name: 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# 45222 - 17/18

DHR Analysis/Recommendation:

action date: 06/18/2018

Commission Approval Required

Approved by Civil Service Commission

06/18/2018 DHR Approved for 06/18/2018

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: ASSESSOR / RECORDER -- ASR

Dept. Code: ASR

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

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

Type of Service: Software maintenance agreement for ASR's proprietary tax system

Funding Source: General Fund

PSC Amount: \$564,250

PSC Est. Start Date: 01/01/2024

PSC Est. End Date 12/31/2026

**1. Description of Work**

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

The Office of the Assessor-Recorder's (ASR) property assessment system is one of the most important IT resources in the City and County of San Francisco, as it tracks all valuations and modifications for taxable property in the City and is responsible for generating property tax revenues of over \$3.0 billion annually. ASR's current property tax system is a proprietary system that was designed and installed over 20 years ago and is highly customized for ASR.

ASR is in the process of replacing our property tax assessment system with a new modernized system known as the System for Managing Assessments, Records, and Transactions (SMART) which will more fully support ASR's property assessment functions. Given that SMART will require an additional year to fully implement and deploy, it is essential that ASR be able to maintain and update the current system until the new system goes live and the old system can be fully decommissioned. Therefore, ASR is undertaking a new contract in the amount of \$564,250 for a software maintenance services agreement; the initial contract term is one (1) year with two (2) one-year options to extend for one year each

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

This service is necessary because ASR is in the process of replacing our property tax assessment system with a new modernized system known as SMART. SMART will require an additional year to fully implement and deploy, and it is essential that ASR be able to maintain and update our current property tax system until SMART goes live and the old system can be fully decommissioned. If this request is denied, ASR and the City would be without a fully functioning and supported property tax assessment system. Denial of this request would result in ASR losing access to the system we use in daily operations, prevent multiple departments from doing their jobs successfully, delay in appraisals for taxpayers, and loss of revenue for the City.

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

This service has been provided by this vendor for over 20 years, most recently under PSC# 47331 – 17/18 (<https://apps.sfgov.org/dhrdrupal/node/9972>) and 47331 - 17/18 - Modifications (<https://apps.sfgov.org/dhrdrupal/node/11014>).

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

The initial contract term will be one (1) year with two (2) one-year options to extend for one (1) year each. ASR does not anticipate that this contract will require renewal after that full three (3) 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):

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

B. Explain the qualifying circumstances:

ASR is in the process of replacing our property tax assessment system with a new modernized system known as SMART which will require an additional year to fully implement and deploy. During this time, it is critical that ASR be able to maintain and update our current property tax system until the new system goes live and the old system can be fully decommissioned. The proposed contract duration is one (1) year with an option of an additional two (2) one-year extensions; this is a short-term contract to ensure continuity of the appraisal process while in this transitional period. Given that this property assessment system was designed specifically for ASR's needs and is highly customized, City personnel do not possess the skills needed to maintain or make enhancements to this proprietary software.

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

A. Specify required skills and/or expertise: This system is owned and configured by the vendor. Because this property assessment system was designed specifically for ASR's needs and is highly customized, City personnel do not possess the skills needed to maintain or make enhancements to this proprietary software.

B. Which, if any, civil service class(es) normally perform(s) this work? 1042, IS Engineer-Journey; 1043, IS Engineer-Senior; 1044, IS Engineer-Principal; 1052, IS Business Analyst; 1053, IS Business Analyst-Senior; 1054, IS Business Analyst-Principal; 1062, IS Programmer Analyst; 1063, IS Programmer Analyst-Senior; 1064, IS Prg Analyst-Principal;

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

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

This system is proprietary to the vendor and cannot be supported or maintained by civil service classes.

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

A. Explain why civil service classes are not applicable.

Civil service classes do not apply because the system is owned by a specific vendor. This is a short-term, highly specialized service requiring expertise with the existing system; the department does not have the ability to support and maintain their 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 work is short-term and highly specialized in nature.

**6. Additional Information**

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

- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.  
No. No, the contractor will not train employees. This vendor will support their proprietary property tax system and there will be no training of employees. Training is not applicable as this software will be decommissioned once the new system, SMART, is implemented.
- 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. ASR has an existing software maintenance agreement with a vendor under Contract ID 1000013089 to maintain the City's property assessment system; that contract expires on December 31, 2023.

**7. Union Notification:** On 09/11/2023, 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: Emily Alt Phone: 628-652-8270 Email: emily.alt@sfgov.org

Address: 1 Dr. Carlton B. Goodlett Place Room 190 San Francisco, CA

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 47345 - 23/24

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 11/06/2023



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

## Choi, Suzanne (HRD)

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**From:** dhr-psccordinator@sfgov.org on behalf of emily.alt@sfgov.org  
**Sent:** Monday, September 11, 2023 12:11 PM  
**To:** Alt, Emily (ASR); Laxamana, Junko (DBI); kdavis@ifpte21.org; jharding@ifpte21.org; mweirick@ifpte21.org; agarza@ifpte21.org; ewallace@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; amakayan@ifpte21.org; l21pscreview@ifpte21.org; Alt, Emily (ASR); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 47345 - 23/24

RECEIPT for Union Notification for PSC 47345 - 23/24 more than \$100k

The ASSESSOR / RECORDER -- ASR has submitted a request for a Personal Services Contract (PSC) 47345 - 23/24 for \$564,250 for Initial Request services for the period 01/01/2024 – 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/21413> 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: ASSESSOR / RECORDER

Dept. Code: ASR

Type of Request:  Initial  Modification of an existing PSC (PSC # 47331 - 17/18)

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

Type of Service: Property Assessment Solution Professional Services

Funding Source: General Fund

PSC Original Approved Amount: \$20,000,000 PSC Original Approved Duration: 01/01/18 - 12/25/22 (4 years 51 weeks)

PSC Mod#1 Amount: no amount added PSC Mod#1 Duration: 12/26/22-12/25/27 (5 years 1 day)

PSC Mod#2 Amount: \$9,000,000 PSC Mod#2 Duration: 12/26/27-12/25/30 (3 years 1 day)

PSC Cumulative Amount Proposed: \$29,000,000 PSC Cumulative Duration Proposed: 12 years 51 weeks

**1. Description of Work**

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

The project is a multi-phase, joint endeavor between the Office of the Assessor-Recorder (ASR), the Treasurer & Tax Collector (TTX), and Office of the Controller (CON) to secure and modernize the City's property tax functions by replacing legacy systems that enable the assessment and collection of approximately \$2.5 billion in annual property tax revenues. The departments currently maintain two separate legacy IT systems to perform these functions.

The ASR plans to procure the following professional service(s):

1. Implementation services
2. Data conversion services
3. Independent Verification and Validation Services.

The replacement of the City's property assessment & tax system is one of the three major IT projects identified by the Information & Communication Technology (ICT) Plan for FY18-22.

Anticipated Outcomes are:

1. Increase Efficiency and Quality: Re-engineer assessment and tax business processes based on best practices and eliminate manual processes and workarounds.
2. Improve Revenue Collection: Increase turnaround time for assessments and provide timely tax billing, revenue collection and certification to reduce revenue at risk.
3. Build a Resilient IT Infrastructure: Secure \$2.5 billion in revenue through modern technology platforms that are secure and resilient.
4. Increase Access to Data: Improve information available to public and policymakers and enable better revenue forecasting and data analysis.
5. Improve Taxpayer Service and Transparency: Integrate property tax and assessment functions among the three departments for better customer service.

**Scope Change**

Scope is being clarified to specify that 'implementation services' includes ongoing custom support.

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

The ASR's AS400 system tracks over \$200 billion in assessed real and personal property value and manages data on approximately 212,000 parcels. The ASR technology platform is over 20 years old and is structured as COBOL based system. The system is increasingly difficult to maintain. The ASR's system is architected in a way that does not allow the department to easily adapt to business requirements to ensure data quality, data sharing, and auditability. The current COBOL-based system is expected to reach the end of its useful life within the next few years and lacks adequate programming support and system redundancy. Moreover, the system has become functionally obsolete in meeting the department's core business needs as well as changes in state and local laws. The system is incompatible with other department systems containing data for the assessment process and does not allow for agile decision criteria queries and 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.  
By contract. See attached.

D. Will the contract(s) be renewed?

The contract may be renewed to help with future enhancements but the system in production will be managed and maintained by City employees.

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 very long term project to modernize and secure the City's property tax system.

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

A. Display all that apply

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

Explain the qualifying circumstances:

This is a short-term, highly specialized service requiring expertise with property assessment solution implementations. City employees will work alongside the selected vendor's staff during implementation to act as subject-matter-experts and to learn how to support the system after go-live. Once in production, City employees will manage and maintain the system.

B. Reason for the request for modification:

Additional work needs to be done.

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

A. Specify required skills and/or expertise: Providing property assessment solution implementation services and employee training/knowledge transfer, requires expert functional and technical knowledge of the property assessment solution suite of products. Functional and design specification writing, and extensive prior experience with teaching users how to work with the product is required.

B. Which, if any, civil service class(es) normally perform(s) this work? 1043, IS Engineer-Senior; 1052, IS Business Analyst; 1054, IS Business Analyst-Principal; 1062, IS Programmer Analyst; 1824, Pr Administrative Analyst; 5504, Project Manager 2;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: New facilities and/or equipment may depend on the best solution chosen.

**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 short-term, highly specialized service requiring expertise with property assessment solution implementation services. Civil service classes will manage the system once in production, and will manage the system when in production.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No, the work is short-term and highly specialized in nature.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
The training plan and number of hours will depend on the consultants and system that may be implemented. A training strategy and training plan will be deliverables on the project, in order to customize training for the City project team. There will also be a knowledge transfer component, as City employees will be working side-by-side with the consultants.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
The Assessor needs to assured of long term maintenance & suppor

**7. Union Notification: On 10/12/18, the Department notified the following employee organizations of this PSC/RFP request: Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21;**

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

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

Address: 1 Dr. Carlton D. Goodlet Place, City Hall, Rm 190, San Francisco, CA 94102

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 47331 - 17/18

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 11/05/2018

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: ASSESSOR / RECORDER

Dept. Code: ASR

Type of Request:  Initial  Modification of an existing PSC (PSC # 47331 - 17/18)

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

Type of Service: Property Assessment Solution Professional Services

Funding Source: General Fund

PSC Original Approved Amount: \$20,000,000 PSC Original Approved Duration: 01/01/18 - 12/25/22 (4 years 51 weeks)

PSC Mod#1 Amount: no amount added PSC Mod#1 Duration: 12/26/22-12/25/27 (5 years 1 day)

PSC Cumulative Amount Proposed: \$20,000,000 PSC Cumulative Duration Proposed: 9 years 51 weeks

**1. Description of Work**

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

The project is a multi-phase, joint endeavor between the Office of the Assessor-Recorder (ASR), the Treasurer & Tax Collector (TTX), and Office of the Controller (CON) to secure and modernize the City's property tax functions by replacing legacy systems that enable the assessment and collection of approximately \$2.5 billion in annual property tax revenues. The departments currently maintain two separate legacy IT systems to perform these functions.

The ASR plans to procure the following professional service(s):

1. Implementation services
2. Data conversion services
3. Independent Verification and Validation Services.

The replacement of the City's property assessment & tax system is one of the three major IT projects identified by the Information & Communication Technology (ICT) Plan for FY18-22.

Anticipated Outcomes are:

1. Increase Efficiency and Quality: Re-engineer assessment and tax business processes based on best practices and eliminate manual processes and workarounds.
2. Improve Revenue Collection: Increase turnaround time for assessments and provide timely tax billing, revenue collection and certification to reduce revenue at risk.
3. Build a Resilient IT Infrastructure: Secure \$2.5 billion in revenue through modern technology platforms that are secure and resilient.
4. Increase Access to Data: Improve information available to public and policymakers and enable better revenue forecasting and data analysis.
5. Improve Taxpayer Service and Transparency: Integrate property tax and assessment functions among the three departments for better customer service.

**Scope Change**

Scope is being clarified to specify that 'implementation services' includes ongoing custom support.

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

The ASR's AS400 system tracks over \$200 billion in assessed real and personal property value and manages data on approximately 212,000 parcels. The ASR technology platform is over 20 years old and is structured as COBOL based system. The system is increasingly difficult to maintain. The ASR's system is architected in a way that does not allow the department to easily adapt to business requirements to ensure data quality, data sharing, and auditability. The current COBOL-based system is expected to reach the end of its useful life within the next few years and lacks adequate programming support and system redundancy. Moreover, the system has become functionally obsolete in meeting the department's core business needs as well as changes in state and local laws. The system is incompatible with other department systems containing data for the assessment process and does not allow for agile decision criteria queries and 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.

By contract. PSC 47331 17.18

D. Will the contract(s) be renewed?

The contract may be renewed to help with future enhancements but the system in production will be managed and maintained by City employees.

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.

Explain the qualifying circumstances:

This is a short-term, highly specialized service requiring expertise with property assessment solution implementations. City employees will work alongside the selected vendor's staff during implementation to act as subject-matter-experts and to learn how to support the system after go-live. Once in production, City employees will manage and maintain the system.

B. Reason for the request for modification:

To extend duration and clarify scope.

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

A. Specify required skills and/or expertise: Providing property assessment solution implementation services and employee training/knowledge transfer, requires expert functional and technical knowledge of the property assessment solution suite of products. Functional and design specification writing, and extensive prior experience with teaching users how to work with the product is required.

B. Which, if any, civil service class(es) normally perform(s) this work? 1043, IS Engineer-Senior; 1052, IS Business Analyst; 1054, IS Business Analyst-Principal; 1062, IS Programmer Analyst; 1824, Pr Administrative Analyst; 5504, Project Manager 2;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: New facilities and/or equipment may depend on the best solution chosen.

**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 short-term, highly specialized service requiring expertise with property assessment solution implementation services. Civil service classes will manage the system once in production, and will manage the system when in production.

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

**6. Additional Information**

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.  
The training plan and number of hours will depend on the consultants and system that may be implemented. A training strategy and training plan will be deliverables on the project, in order to customize training for the City project team. There will also be a knowledge transfer component, as City employees will be working side-by-side with the consultants.

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

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

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

F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
The Assessor needs to assured of long term maintenance & suppor

**7. Union Notification:** On 05/16/18, the Department notified the following employee organizations of this PSC/RFP request: Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21;

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

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

Address: 1 Dr. Carlton D. Goodlet Place, City Hall, Rm 190, San Francisco, CA 94102

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 47331 - 17/18

DHR Analysis/Recommendation:

06/18/2018

Commission Approval Required

Approved by Civil Service Commission

06/18/2018 DHR Approved for 06/18/2018

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: Pre-Employment Medical Clearance Examinations and Employee Medical Monitoring

Funding Source: General and Work Order Funds

PSC Duration: 3 years 39 weeks

PSC Amount: \$900,000

**1. Description of Work**

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

City candidates and employees need timely access to medical clearance and monitoring examinations, which are required for certain job classes under state and federal regulation. The scope of work includes all of the screening and monitoring services required for select City job classes to begin and continue work.

Medical Examinations administered by a physician or physician extender: pre-placement physical exam, respirator clearance physical exam, physician consultation, hazardous worker exam, asbestos exposure physical exam, silica physical exam, Department of Motor Vehicles/Department of Transportation physical exam. Medical examinations administered by an ancillary provider or technician: Audiogram, screening electrocardiogram, resting, Cardiac stress test with treadmill, Chest X-Ray, 1 view, Chest X-Ray, 2 views, Chest X-Ray, 4 views, frontal and lateral with oblique projections, B Reader Chest X-Ray, respirator medical clearance/OSHA, respirator fit test, qualitative, review of OSHA Respirator Questionnaire, spirometry.

Laboratory work administered by an ancillary provider or technician: PPD, placement and reading, QuantiFERON, CBC with automated differential, Chem Comprehensive Panel, Blood lead, Cholinesterase, RBC, Cholinesterase, Plasma/Serum, Fecal Immunochemical Test, Laboratory or non-physician review of tests/brief screen – no physical exam, venipuncture.

Pre-Employment Titers and Vaccinations administered by an ancillary provider or technician: Titer: Mumps Antibody Screen, Titer: Rubella Antibody Screen (German Measles), Titer: Rubeola Antibody Screen (Measles), Titer: Varicella (Varicella or Chickenpox) Antibody Screen, Titer: Hepatitis B Surface Antibody (HBsAb), Titer: Hepatitis A IgG Antibody (HAAB). Pre-Employment Titers and Vaccinations administered by a Registered Nurse: Vaccine: Measles Mumps Rubella (MMR), Vaccine: Varivax (Varicella or Chickenpox), Vaccine: Tdap, Vaccine: Influenza, Vaccine: Hepatitis B, Vaccine: Hepatitis A, Vaccine: Twinrix (Hep B and Hep A combo), Vaccine: COVID-19 Booster

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

State and federal regulations require medical clearance and ongoing monitoring services for certain job classifications. These regulations are in place to protect employee health and safety for job classes where employees have potentially hazardous workplace exposures. Consequences of denial include employees with potentially hazardous workplace exposures not receiving timely access to California Division of Occupational Safety and Health (Cal/OSHA) required services. This would negatively impact employee health and safety as well as violate occupational health regulations.

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

The Occupational Health Services (OHS) clinic at Zuckerberg San Francisco General Hospital (ZSFGH) currently provides some medical clearance for many departments, but is no longer able to provide ongoing medical monitoring for some hazardous exposures.

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

Yes, if there is a continuing need for the services. Renewal depends on contractor performance.

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

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

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

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

B. Explain the qualifying circumstances:

Employee health and safety. Medical clearance and monitoring services are critically important to City candidates and employees with potentially hazardous workplace exposures. The purpose of these examinations is to identify pre-clinical interventions for potentially harmful effects of workplace exposures. Cal/OSHA and other regulatory bodies require these examinations to occur on a specific time schedule – one that is challenging for the City to meet due to the unavailability of required tests. Individuals with potentially hazardous exposures need timely access to screening and monitoring services in order to protect their health and safety in both the short and long term. This contract will ensure the availability of needed occupational health services that support employee health and safety. Service accessibility and equity. Currently, most departments direct candidates and employees to a single location for services. This contract will expand the geographic footprint for medical screening and monitoring services and improve accessibility for individuals both inside and outside San Francisco as well as individuals who rely on public transit such as BART or Muni. Space limitations. The City’s expanded hiring initiatives, which were launched to address steep citywide vacancy rates and support the recovery of government operations following the COVID-19 pandemic, have strained existing resources. OHS has a limited number of exam rooms and providers and this, coupled with the increased pace of citywide hiring, has resulted in a months-long appointment backlog. This contract will allow the City to reduce the appointment backlog and ensure candidates and employees are able to receive medical clearance services in a timely manner. Cessation of required services. OHS no longer offers certain services required by Cal/OSHA and other regulatory bodies (e.g., respirator clearance physical, hazardous worker exam, silica physical exam, asbestos exposure physical exam, chest x-ray 4 views, B reader chest x-ray, spirometry, and others). Individuals serving in job classes that require ongoing monitoring for certain hazardous workplace exposures therefore do not have a DHR-contracted occupational health services provider where they can obtain these services. This contract will allow the City to provide medical screening and monitoring services to these job classes on clinically indicated timelines.

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

- A. Specify required skills and/or expertise: Occupational health services and ability to properly administer occupational health examinations in accordance with state and federal regulations.
- B. Which, if any, civil service class(es) normally perform(s) this work? 2233, Supervising Physician Spec; 2320, Registered Nurse; 2328, Nurse Practitioner; 2402, Laboratory Technician I; 2416, Laboratory Technician II;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes – contractor(s) will provide additional facility space as well as the specialty equipment needed to perform hazardous worker examinations.

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

The Department of Human Resources Chief Physician has worked with the OHS clinic at Zuckerberg San Francisco General Hospital (ZSFGH), OHS leadership, and ZSFGH leadership for the last three years to try to identify options for continuing these services through OHS.

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

- A. Explain why civil service classes are not applicable.  
Physical space constraints and the City’s increased hiring rates have resulted in a demand for services that far outpaces available resources.
- 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. These services are performed by physicians and physician extenders (e.g., Nurse Practitioners) and ancillary providers or technicians, all of which exist as civil service classes.

**6. Additional Information**

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

- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.  
No. Contractors will provide occupational health services directly to prospective and current employees and will not provide training to City and County 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 08/18/2023, the Department notified the following employee organizations of this PSC/RFP request:  
Physicians and Dentists - 11AA; Physicians and Dentists - 8CC; 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: Mike Cotter Phone: 415-557-4912 Email: Mike.Cotter@sfgov.org

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

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 48439 - 23/24

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 11/06/2023

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

## Brusaca, Christina

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**From:** dhr-psccordinator@sfgov.org on behalf of Mike.Cotter@sfgov.org  
**Sent:** Friday, August 18, 2023 5:05 PM  
**To:** Cotter, Mike (HRD); snaranjo@cirseiu.org; jennifer.esteen@seiu1021.org; emathurin@cirseiu.org; abush@cirseiu.org; kcartermartinez@cirseiu.org; ablood@cirseiu.org; max.porter@seiu1021.org; Laxamana, Junko (DBI); sarah.wilson@seiu1021.org; Sandeep.lal@seiu1021.me; leah.berlanga@seiu1021.org; SF-DHR-Info@seiu1021.org; Najuwanda Daniels; 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; Sin.Yee.Poon@sfgov.org; David Canham; jtanner940@aol.com; Pierre King - UAPD; tjenkins@uapd.com; Brusaca, Christina; DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 48439 - 23/24

RECEIPT for Union Notification for PSC 48439 - 23/24 more than \$100k

The HUMAN RESOURCES -- HRD has submitted a request for a Personal Services Contract (PSC) 48439 - 23/24 for \$900,000 for Initial Request services for the period 10/01/2023 – 06/30/2027. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/21278> 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)**

**California Code of Regulations, Title 8, Sections:**

- Airborne Contaminants, §5155
- Aerosol Transmissible Diseases, §5199
- Asbestos, §5208
- Benzene, §5218
- Bloodborne Pathogens, §5193
- Carcinogens, §5209
- Diving Operations, §6050
- Ethylene Oxide, §5220
- Formaldehyde, §5217
- Hazardous Waste Operations and Emergency Response, §5192
- Hearing Conservation, §5097
- Lead, §5198
- MBOCA, §5215
- Methylene Chloride, §5202
- Occupational Exposures to Hazardous Chemicals in Laboratories, §5191
- Reproductive Hazards
- Respiratory Protection, §5144
- Respirable Crystalline Silica, §5204

**California Code of Regulations, Title 3, Section 6728:**

- Medical Supervision for Pesticide Workers



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This content is from the eCFR and is authoritative but unofficial.

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## Title 49 –Transportation

### Subtitle B –Other Regulations Relating to Transportation

#### Chapter III –Federal Motor Carrier Safety Administration, Department of Transportation

#### Subchapter B –Federal Motor Carrier Safety Regulations

#### Part 391 –Qualifications of Drivers and Longer Combination Vehicle (LCV) Driver Instructors

#### Subpart E –Physical Qualifications and Examinations

**Authority:** 49 U.S.C. 504, 508, 31133, 31136, 31149, 31502; sec. 4007(b), Pub. L. 102–240, 105 Stat. 1914, 2152; sec. 114, Pub. L. 103–311, 108 Stat. 1673, 1677; sec. 215, Pub. L. 106–159, 113 Stat. 1748, 1767; sec. 32934, Pub. L. 112–141, 126 Stat. 405, 830; secs. 5403 and 5524, Pub. L. 114–94, 129 Stat. 1312, 1548, 1560; sec. 2, Pub. L. 115–105, 131 Stat. 2263; and 49 CFR 1.87.

**Source:** 35 FR 6460, Apr. 22, 1970, unless otherwise noted.

**Editorial Note:** Nomenclature changes to part 391 appear at 66 FR 49874, Oct. 1, 2001.

#### § 391.41 Physical qualifications for drivers.

(a)

(1)

(i) A person subject to this part must not operate a commercial motor vehicle unless he or she is medically certified as physically qualified to do so, and, except as provided in paragraph (a)(2) of this section, when on-duty has on his or her person the original, or a copy, of a current medical examiner's certificate that he or she is physically qualified to drive a commercial motor vehicle. NOTE: Effective December 29, 1991, and as amended on January 19, 2017, the FMCSA Administrator determined that the Licencia Federal de Conductor issued by the United Mexican States is recognized as proof of medical fitness to drive a CMV. The United States and Canada entered into a Reciprocity Agreement, effective March 30, 1999, recognizing that a Canadian commercial driver's license is proof of medical fitness to drive a CMV. Therefore, Canadian and Mexican CMV drivers are not required to have in their possession a medical examiner's certificate if the driver has been issued, and possesses, a valid commercial driver license issued by the United Mexican States, or a Canadian Province or Territory, and whose license and medical status, including any waiver or exemption, can be electronically verified. Drivers from any of the countries who have received a medical authorization that deviates from the mutually accepted compatible medical standards of the resident country are not qualified to drive a CMV in the other countries. For example, Canadian drivers who do not meet the medical fitness provisions of the Canadian National Safety Code for Motor Carriers but are issued a waiver by one of the Canadian Provinces or Territories, are not qualified to drive a CMV in the United States. In addition, U.S. drivers who received a medical variance from FMCSA are not qualified to drive a CMV in Canada.

(ii) A person who qualifies for the medical examiner's certificate by virtue of having obtained a medical variance from FMCSA, in the form of an exemption letter or a skill performance evaluation certificate, must have on his or her person a copy of the variance documentation when on-duty.

(2) *CDL/CLP exception.*

(i)

(A) Beginning on January 30, 2015 and through June 22, 2025, a driver required to have a commercial driver's license under part 383 of this chapter, and who submitted a current medical examiner's certificate to the State in accordance with 49 CFR 383.71(h) documenting that he or she meets the physical qualification requirements of this part, no longer needs to carry on his or her person the medical examiner's certificate specified at § 391.43(h), or a copy, for more than 15 days after the date it was issued as valid proof of medical certification.

(B) On or after June 23, 2025, a driver required to have a commercial driver's license or a commercial learner's permit under 49 CFR part 383, and who has a current medical examiner's certificate documenting that he or she meets the physical qualification requirements of this part, no longer needs to carry on his or her person the medical examiner's certificate specified at § 391.43(h).

(ii) Beginning on July 8, 2015, and through June 22, 2025, a driver required to have a commercial learner's permit under part 383 of this chapter, and who submitted a current medical examiner's certificate to the State in accordance with § 383.71(h) of this chapter documenting that he or she meets the physical qualification requirements of this part, no longer needs to carry on his or her person the medical examiner's certificate specified at § 391.43(h), or a copy for more than 15 days after the date it was issued as valid proof of medical certification.

(iii) A CDL or CLP holder required by § 383.71(h) of this chapter to obtain a medical examiner's certificate, who obtained such by virtue of having obtained a medical variance from FMCSA, must continue to have in his or her possession the original or copy of that medical variance documentation at all times when on-duty.

(iv) In the event of a conflict between the medical certification information provided electronically by FMCSA and a paper copy of the medical examiner's certificate, the medical certification information provided electronically by FMCSA shall control.

(3) A person is physically qualified to drive a commercial motor vehicle if:

(i) That person meets the physical qualification standards in paragraph (b) of this section and has complied with the medical examination requirements in § 391.43; or

(ii) That person obtained from FMCSA a medical variance from the physical qualification standards in paragraph (b) of this section and has complied with the medical examination requirement in § 391.43.

(b) A person is physically qualified to drive a commercial motor vehicle if that person—

(1) Has no loss of a foot, a leg, a hand, or an arm, or has been granted a skill performance evaluation certificate pursuant to § 391.49;

(2) Has no impairment of:

(i) A hand or finger which interferes with prehension or power grasping; or

- (ii) An arm, foot, or leg which interferes with the ability to perform normal tasks associated with operating a commercial motor vehicle; or any other significant limb defect or limitation which interferes with the ability to perform normal tasks associated with operating a commercial motor vehicle; or has been granted a skill performance evaluation certificate pursuant to § 391.49;
- (3) Has no established medical history or clinical diagnosis of diabetes mellitus currently treated with insulin for control, unless the person meets the requirements in § 391.46;
- (4) Has no current clinical diagnosis of myocardial infarction, angina pectoris, coronary insufficiency, thrombosis, or any other cardiovascular disease of a variety known to be accompanied by syncope, dyspnea, collapse, or congestive cardiac failure;
- (5) Has no established medical history or clinical diagnosis of a respiratory dysfunction likely to interfere with his/her ability to control and drive a commercial motor vehicle safely;
- (6) Has no current clinical diagnosis of high blood pressure likely to interfere with his/her ability to operate a commercial motor vehicle safely;
- (7) Has no established medical history or clinical diagnosis of rheumatic, arthritic, orthopedic, muscular, neuromuscular, or vascular disease which interferes with his/her ability to control and operate a commercial motor vehicle safely;
- (8) Has no established medical history or clinical diagnosis of epilepsy or any other condition which is likely to cause loss of consciousness or any loss of ability to control a commercial motor vehicle;
- (9) Has no mental, nervous, organic, or functional disease or psychiatric disorder likely to interfere with his/her ability to drive a commercial motor vehicle safely;
- (10)
  - (i) Has distant visual acuity of at least 20/40 (Snellen) in each eye without corrective lenses or visual acuity separately corrected to 20/40 (Snellen) or better with corrective lenses, distant binocular acuity of at least 20/40 (Snellen) in both eyes with or without corrective lenses, field of vision of at least 70° in the horizontal meridian in each eye, and the ability to recognize the colors of traffic signals and devices showing standard red, green, and amber; or
  - (ii) Meets the requirements in § 391.44, if the person does not satisfy, with the worse eye, either the distant visual acuity standard with corrective lenses or the field of vision standard, or both, in paragraph (b)(10)(i) of this section;
- (11) First perceives a forced whispered voice in the better ear at not less than 5 feet with or without the use of a hearing aid or, if tested by use of an audiometric device, does not have an average hearing loss in the better ear greater than 40 decibels at 500 Hz, 1,000 Hz, and 2,000 Hz with or without a hearing aid when the audiometric device is calibrated to American National Standard (formerly ASA Standard) Z24.5–1951;
- (12)
  - (i) Does not use any drug or substance identified in 21 CFR 1308.11 Schedule I, an amphetamine, a narcotic, or other habit-forming drug; or

- (ii) Does not use any non-Schedule I drug or substance that is identified in the other Schedules in 21 CFR part 1308 except when the use is prescribed by a licensed medical practitioner, as defined in § 382.107 of this chapter, who is familiar with the driver's medical history and has advised the driver that the substance will not adversely affect the driver's ability to safely operate a commercial motor vehicle; and
- (13) Has no current clinical diagnosis of alcoholism.

[35 FR 6460, Apr. 22, 1970]

**Editorial Note:** For FEDERAL REGISTER citations affecting § 391.41, see the List of CFR Sections Affected, which appears in the Finding Aids section of the printed volume and at [www.govinfo.gov](http://www.govinfo.gov).

# **Modification**

## **Personal Services Contracts**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: MAYOR

Dept. Code: MYR

Type of Request:  Initial  Modification of an existing PSC (PSC # 45665 - 18/19)

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

Type of Service: Federal Lobby Service

Funding Source: General Fund

PSC Original Approved Amount: \$4,000,000 PSC Original Approved Duration: 10/01/19 - 09/30/22 (3 years)

PSC Mod#1 Amount: \$471,000 PSC Mod#1 Duration: 10/01/22-09/30/23 (1 year)

PSC Mod#2 Amount: \$471,000 PSC Mod#2 Duration: 10/01/23-09/30/24 (1 year 1 day)

PSC Cumulative Amount Proposed: \$4,942,000 PSC Cumulative Duration Proposed: 5 years 1 day

**1. Description of Work**

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

Contractor shall conduct and coordinate federal lobbying services for the City, including identifying and advocating for or against legislation and regulatory matters that impact the City. The scope includes identifying potential legislation or regulation, representing the City's agenda to federal legislators, as well as advocating for the City's position with proposed legislation and budget appropriations with federal legislators. This requires maintaining good relationships with the staff of federal legislators.

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

Federal legislations and regulatory actions can be significant and profound impact on the budget of the City and the legal requirements used by City departments. Effective advocacy for the City in the nations' capital is critical to advancing and securing the City's interests, particularly on federal appropriation issues

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, provide by PSC 45665-18/19

D. Will the contract(s) be renewed?

Unknown at this time

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:  
Original contract allowed for 3 years and 2 amendments totaling 5 years in duration.

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

A. Display all that apply

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

Explain the qualifying circumstances:

The services require presence in Washington DC and special skills.

B. Reason for the request for modification:

2nd Amendment- Extend contract for one year duration.

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

- A. Specify required skills and/or expertise: Extensive experience successfully representing municipal agencies on federal legislative and regulatory issues, including federal appropriations, tax legislation, accessing federal grants and government relations. Must perform the bulk of the work in Washington, D.C.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1823, Senior Administrative Analyst; 1824, Pr Administrative Analyst;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No

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

Not Applicable

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

- A. Explain why civil service classes are not applicable.  
Civil service classes may be relevant to portions of the work, but there is no one particular class or group of classes that encompasses the knowledge, skills and expertise required for this work.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: Lobbying for the City covers a breadth of issues, which each issue taking priority at different times depending on current legislation. Outside firms have a pool of experts on staff available, allowing them to tap into expertise as the need arises. Because they represent many clients, they are also best able to use those resources to organize similar interests into effective lobbying forces. Also, because they represent many clients, they are in constant contact with Congressional office staff, allowing them to develop stronger relations with them. Adopting a new civil service class would not address these advantages.

**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, this work is highly specialized and requires the vendor to be in Washington, D.C. The work could not feasibly be performed by City and County employees for reasons outlined in previous answers, and therefore training is not necessary or desired.
- 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.  
Holland & Knight

7. **Union Notification:** On 09/26/23, 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: Daniella Mattias Phone: 415-554-6486 Email: daniella.mattias@sfgov.org

Address: 1 Dr, Carlton B. Goodlett Place, #200, San Francisco, CA

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 45665 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 11/06/2023



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

## Choi, Suzanne (HRD)

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**From:** dhr-psccordinator@sfgov.org on behalf of daniella.mattias@sfgov.org  
**Sent:** Tuesday, September 26, 2023 4:36 PM  
**To:** Mattias, Daniella (MYR); kdavis@ifpte21.org; jharding@ifpte21.org; mweirick@ifpte21.org; dho@ifpte21.org; ewallace@ifpte21.org; ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; l21pscreview@ifpte21.org; DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Modification Request to PSC # 45665 - 18/19 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The MAYOR -- MYR has submitted a modification request for a Personal Services Contract (PSC) for \$471,000 for services for the period October 1, 2023 – September 30, 2024. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

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

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/19532>

Email sent to the following addresses: L21PSCReview@ifpte21.org eerbach@ifpte21.org kpage@ifpte21.org kschumacher@ifpte21.org tmathews@ifpte21.org wendywong26@yahoo.com WendyWong26@yahoo.com ecassidy@ifpte21.com ewallace@ifpte21.org dho@ifpte21.org mweirick@ifpte21.org jharding@ifpte21.org kdavis@ifpte21.org

# **Additional Attachment(s)**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: MAYOR

Dept. Code: MYR

Type of Request:  Initial  Modification of an existing PSC (PSC # 45665 - 18/19)

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

Type of Service: Federal Lobby Service

Funding Source: General Fund

PSC Original Approved Amount: \$4,000,000 PSC Original Approved Duration: 10/01/19 - 09/30/22 (3 years)

PSC Mod#1 Amount: \$471,000 PSC Mod#1 Duration: 10/01/22-09/30/23 (1 year)

PSC Cumulative Amount Proposed: \$4,471,000 PSC Cumulative Duration Proposed: 4 years

**1. Description of Work**

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

Contractor shall conduct and coordinate federal lobbying services for the City, including identifying and advocating for or against legislation and regulatory matters that impact the City. The scope includes identifying potential legislation or regulation, representing the City's agenda to federal legislators, as well as advocating for the City's position with proposed legislation and budget appropriations with federal legislators. This requires maintaining good relationships with the staff of federal legislators.

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

Federal legislations and regulatory actions can be significant and profound impact on the budget of the City and the legal requirements used by City departments. Effective advocacy for the City in the nations' capital is critical to advancing and securing the City's interests, particularly on federal appropriation issues

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

yes

D. Will the contract(s) be renewed?

Unknown at this time

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

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

A. Display all that apply

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

Explain the qualifying circumstances:

The services require presence in Washington DC and special skills.

B. Reason for the request for modification:

1st Amendment for federal lobbying contract- one year duration/costs.

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

A. Specify required skills and/or expertise: Extensive experience successfully representing municipal agencies on federal legislative and regulatory issues, including federal appropriations, tax legislation, accessing federal grants and government relations. Must perform the bulk of the work in Washington, D.C.

B. Which, if any, civil service class(es) normally perform(s) this work? 1823, Senior Administrative Analyst; 1824, Pr Administrative Analyst;

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

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

Civil service classes may be relevant to portions of the work, but there is no one particular class or group of classes that encompasses the knowledge, skills and expertise required for this work.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: Lobbying for the City covers a breadth of issues, which each issue taking priority at different times depending on current legislation. Outside firms have a pool of experts on staff available, allowing them to tap into expertise as the need arises. Because they represent many clients, they are also best able to use those resources to organize similar interests into effective lobbying forces. Also, because they represent many clients, they are in constant contact with Congressional office staff, allowing them to develop stronger relations with them. Adopting a new civil service class would not address these advantages.

**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, this work is highly specialized and requires the vendor to be in Washington, D.C. The work could not feasibly be performed by City and County employees for reasons outlined in previous answers, and therefore training is not necessary or desired.

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.  
Holland & Knight

**7. Union Notification: On 12/12/22, the Department notified the following employee organizations of this PSC/RFP request:  
Architect & Engineers, Local 21;**

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

Name: Daniella Mattias Phone: 415-554-6486 Email: daniella.mattias@sfgov.org

Address: 1 Dr. Carlton B. Goodlett Place, #200, San Francisco, CA

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 45665 - 18/19

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 12/19/2022

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: MAYOR -- MYR

Dept. Code: MYR

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

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

Type of Service: Federal Lobby Service

Funding Source: General Fund

PSC Amount: \$4,000,000

PSC Est. Start Date: 10/01/2019

PSC Est. End Date 09/30/2022

**1. Description of Work**

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

Contractor shall conduct and coordinate federal lobbying services for the City, including identifying and advocating for or against legislation and regulatory matters that impact the City. The scope includes identifying potential legislation or regulation, representing the City's agenda to federal legislators, as well as advocating for the City's position with proposed legislation and budget appropriations with federal legislators. This requires maintaining good relationships with the staff of federal legislators.

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

Federal legislations and regulatory actions can be significant and profound impact on the budget of the City and the legal requirements used by City departments. Effective advocacy for the City in the nations' capital is critical to advancing and securing the City's interests, particularly on federal appropriation issues

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

PSC 49852 - 14/15

D. Will the contract(s) be renewed?

Unknown at this time

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

not applicable

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

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

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

B. Explain the qualifying circumstances:

The services require presence in Washington DC and special skills.

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

A. Specify required skills and/or expertise: Extensive experience successfully representing municipal agencies on federal legislative and regulatory issues, including federal appropriations, tax legislation, accessing federal grants and government relations. Must perform the bulk of the work in Washington, D.C.

B. Which, if any, civil service class(es) normally perform(s) this work? 1823, Senior Administrative Analyst; 1824, Pr Administrative Analyst;

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

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

Civil service classes may be relevant to portions of the work, but there is no one particular class or group of classes that encompasses the knowledge, skills and expertise required for this work.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. Lobbying for the City covers a breadth of issues, which each issue taking priority at different times depending on current legislation. Outside firms have a pool of experts on staff available, allowing them to tap into expertise as the need arises. Because they represent many clients, they are also best able to use those resources to organize similar interests into effective lobbying forces. Also, because they represent many clients, they are in constant contact with Congressional office staff, allowing them to develop stronger relations with them. Adopting a new civil service class would not address these advantages.

**6. Additional Information**

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

No.

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

No. No, this work is highly specialized and requires the vendor to be in Washington, D.C. The work could not feasibly be performed by City and County employees for reasons outlined in previous answers, and therefore training is not necessary or desired.

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

No.

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

No.

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

No.

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

No.

**7. Union Notification: On 06/11/2019, 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: Daniella Mattias Phone: 415-554-6486 Email: daniella.mattias@sfgov.org

Address: 1 Dr, Carlton B. Goodlett Place, #200 San Francisco, CA

\*\*\*\*\*



**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 45665 - 18/19

DHR Analysis/Recommendation:

Commission Approval Required

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

action date: 09/16/2019

Approved by Civil Service Commission

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH

Dept. Code: DPH

Type of Request:  Initial  Modification of an existing PSC (PSC # 3070-12/13)

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

Type of Service: Medical Clowning

Funding Source: General Funds

PSC Original Approved Amount: \$0 PSC Original Approved Duration: 03/01/13 - 12/31/22 (9 years 43 weeks)

PSC Mod#1 Amount: \$40,000 PSC Mod#1 Duration: no duration added

PSC Mod#2 Amount: \$135,000 PSC Mod#2 Duration: no duration added

PSC Mod#3 Amount: \$87,000 PSC Mod#3 Duration: no duration added

PSC Mod#4 Amount: no amount added PSC Mod#4 Duration: 01/01/23-12/31/23 (1 year)

PSC Mod#5 Amount: \$420,000 PSC Mod#5 Duration: 09/21/23-12/31/27 (4 years 1 day)

PSC Cumulative Amount Proposed: \$682,000 PSC Cumulative Duration Proposed: 14 years 44 weeks

**1. Description of Work**

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

Contractor will provide specially training medical clowns to provide comfort and support to patients, their families and / or their caregivers. Medical clown services are a specialized form of patient support services that some studies have shown to be an effective part of the overall treatment plan for a patient. Medical clowns may utilize music, humor, magic tricks, and other techniques to entertain and relax patients.

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

Denial of this request will result in patients not being able to experience the beneficial effects of this form of treatment. They may experience increased stress, depression, or anxiety related to their illness as a result.

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 3070-12/13

D. Will the contract(s) be renewed?

Only if there is a need.

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

Need for these services is ongoing and continuous.

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

A. Display all that apply

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

Explain the qualifying circumstances:

These health and wellness services require training and expertise the city cannot provide.

B. Reason for the request for modification:

Total amount of this PSC is being increased and the term extended because of the ongoing need for and prior success of these services in positively impacting the health and well-being of residents of Laguna Honda Hospital.

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

- A. Specify required skills and/or expertise: Contractor must have experience providing therapeutic medical clowning to skilled nursing facility residents, including persons with dementia. Contractor must provide clowns who have completed or are actively participating in a therapeutic medical clowning training program.
- 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.  
No current civil service class offers the required training and expertise for these specialized 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, these services require specialized training.

**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 employees will receive no training. These services require formal training and outside instruction.
- 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.  
Medical Clown Project, Inc.

**7. Union Notification:** On 09/22/23, 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: Kelly Hiramoto Phone: 415-255-3492 Email: kelly.hiramoto@sfdph.org

Address: 101 Grove St. Rm. 307, San Francisco, CA 94102

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 3070-12/13

DHR Analysis/Recommendation:  
Commission Approval Required

Civil Service Commission Action:

DHR Approved for 11/06/2023

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

## Choi, Suzanne (HRD)

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**From:** dhr-psccordinator@sfgov.org on behalf of kelly.hiramoto@SFDPH.org  
**Sent:** Thursday, September 21, 2023 10:55 AM  
**To:** Hiramoto, Kelly (DPH); sportillo@ifpte21.org; sportillo@ifpte21.org; matthew.torres@seiu1021.org; matthew.torres@seiu1021.org; cade.crowell@seiu1021.org; jduritz@uapd.com; kdavis@ifpte21.org; kdavis@ifpte21.org; jharding@ifpte21.org; mweirick@ifpte21.org; mweirick@ifpte21.org; agarza@ifpte21.org; dho@ifpte21.org; dho@ifpte21.org; dvickers@iam1414.org; SF-DHR-Info@seiu1021.org; SF-DHR-Info@seiu1021.org; sbalaria@cirseiu.org; andrea@sfmea.com; camaguey@sfmea.com (contact); camaguey@sfmea.com (contact); cpark@local39.org; cpark@local39.org; khughes@ibew6.org; ewallace@ifpte21.org; ewallace@ifpte21.org; plangrooferslocal40@gmail.com; rooferslocal40@gmail.com; Stan Eichenberger; dtuttle@oe3.org; dtubble@oe3.org; pkim@ifpte21.org; Najuwanda Daniels; Pierre King - UAPD; president@sanfranciscodsa.com; max.porter@seiu1021.org; kennethlomba@gmail.com; snaranjo@cirseiu.org; mdennis@twusf.org; roger marengo; pwilson@twusf.org; cmoyer@nccrc.org; Frigault, Noah (HRC); sfdpoa@icloud.com; mjayne@iam1414.org; Emanuel, Rachel (DEM); laborers261@gmail.com; Laxamana, Junko (DBI); jennifer.esteen@seiu1021.org; emathurin@cirseiu.org; abush@cirseiu.org; sbalaria@cirseiu.org; anthony@dc16.us; mlobre@sfpoa.org; @sfpoa.org; Tracy McCray; mleach; rooferslocal40@gmail.com; sal@local16.org; Criss@sfmea.com; Julie.Meyers@sfgov.org; Stan Eichenberger; Jason Klumb; camaguey@sfmea.com (contact); ablood@cirseiu.org; kcartermartinez@cirseiu.org; ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; sarah.wilson@seiu1021.org; kschumacher@ifpte21.org; kpage@ifpte21.org; tjenkins@uapd.com; eerbach@ifpte21.org; tmathews@ifpte21.org; amakayan@ifpte21.org; jb@local16.org; Ricardo.lopez@sfgov.org; Kbasconillo@sfwater.org; Sandeep.lal@seiu1021.me; pcamarillo\_seiu@sbcglobal.net; MRainsford@local39.org; Wendy Frigillana; pscreview@seiu1021.org; pkim@ifpte21.org; agonzalez@iam1414.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; gail@sfflocal798.org; cityworker@sfcwu.org; davidmkersten@gmail.com; djohnson@opcmialocal300.org; Ramon Hernandez; ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org; XiuMin Li; Sin.Yee.Poon@sfgov.org; smcgarry@nccrc.org; rmitchell@twusf.org; grojo@local39.org; jduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org; l21pscreview@ifpte21.org; sfsmsa@gmail.com; bart@dc16.us; David Canham; jtanner940@aol.com; Osha Ashworth; l21pscreview@ifpte21.org; laborers261@gmail.com; local200twu@sbcglobal.net; speedy4864@aol.com; christina@sfmea.com; ecdemvoter@aol.com; Thomas Vitale; Rossi, Ron (DPH); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Modification Request to PSC # 3070-12/13 - 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 \$420,000 for services for the period September 21, 2023 – December 31, 2027. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

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

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/6381>

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 HEALTH

Dept. Code: DPH

Type of Request:  Initial  Modification of an existing PSC (PSC # 3070-12/13)

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

Type of Service: Medical Clowning

Funding Source: General Funds

PSC Original Approved Amount: \$0 PSC Original Approved Duration: 03/01/13 - 12/31/22 (9 years 43 weeks)

PSC Mod#1 Amount: \$40,000 PSC Mod#1 Duration: no duration added

PSC Mod#2 Amount: \$135,000 PSC Mod#2 Duration: no duration added

PSC Mod#3 Amount: \$87,000 PSC Mod#3 Duration: no duration added

PSC Mod#4 Amount: no amount added PSC Mod#4 Duration: 01/01/23-12/31/23 (1 year)

PSC Cumulative Amount Proposed: \$262,000 PSC Cumulative Duration Proposed: 10 years 43 weeks

**1. Description of Work**

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

Contractor will provide specially training medical clowns to provide comfort and support to patients, their families and / or their caregivers. Medical clown services are a specialized form of patient support services that some studies have shown to be an effective part of the overall treatment plan for a patient. Medical clowns may utilize music, humor, magic tricks, and other techniques to entertain and relax patients.

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

Denial of this request will result in patients not being able to experience the beneficial effects of this form of treatment. They may experience increased stress, depression, or anxiety related to their illness as a result.

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 3070-12/13

D. Will the contract(s) be renewed?

Only if there is a need.

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

Need for these services is ongoing and continuous.

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

A. Display all that apply

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

Explain the qualifying circumstances:

These health and wellness services require training and expertise the city cannot provide.

B. Reason for the request for modification:

Total amount of this PSC is being increased and the term extended because of the ongoing need for and prior success of these services in positively impacting the health and well-being of residents of Laguna Honda Hospital.

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

- A. Specify required skills and/or expertise: Contractor must have experience providing therapeutic medical clowning to skilled nursing facility residents, including persons with dementia. Contractor must provide clowns who have completed or are actively participating in a therapeutic medical clowning training program.
- 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.  
No current civil service class offers the required training and expertise for these specialized 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, these services require specialized training.

**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 employees will receive no training. These services require formal training and outside instruction.
- 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.  
Medical Clown Project, Inc.

**7. Union Notification:** On 12/08/22, the Department notified the following employee organizations of this PSC/RFP request:  
all unions were notified

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

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

Address: 101 Grove St. Rm. 307, San Francisco, CA 94102

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 3070-12/13

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 12/21/2022

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH

Dept. Code: DPH

Type of Request:  Initial  Modification of an existing PSC (PSC # 3070-12/13)

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

Type of Service: Medical Clowning

Funding Source: General Funds

PSC Original Approved Amount: \$0 PSC Original Approved Duration: 03/01/13 - 12/31/22 (9 years 43 weeks)

PSC Mod#1 Amount: \$40,000 PSC Mod#1 Duration: no duration added

PSC Mod#2 Amount: \$135,000 PSC Mod#2 Duration: no duration added

PSC Mod#3 Amount: \$87,000 PSC Mod#3 Duration: no duration added

PSC Cumulative Amount Proposed: \$262,000 PSC Cumulative Duration Proposed: 9 years 43 weeks

**1. Description of Work**

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

Contractor will provide specially training medical clowns to provide comfort and support to patients, their families and / or their caregivers. Medical clown services are a specialized form of patient support services that some studies have shown to be an effective part of the overall treatment plan for a patient. Medical clowns may utilize music, humor, magic tricks, and other techniques to entertain and relax patients.

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

Denial of this request will result in patients not being able to experience the beneficial effects of this form of treatment. They may experience increased stress, depression, or anxiety related to their illness as a result.

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 3070-12/13

D. Will the contract(s) be renewed?

Only if there is a need.

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

Need for these services is ongoing and continuous.

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

A. Display all that apply

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

Explain the qualifying circumstances:

These health and wellness services require training and expertise the city cannot provide.

B. Reason for the request for modification:

Total amount of this PSC is being increased from \$175,000 to \$262,000. This increase is necessitated by the ongoing need for and prior success of these services in positively impacting the health and well-being of residents of Laguna Honda Hospital.

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

- A. Specify required skills and/or expertise: Contractor must have experience providing therapeutic medical clowning to skilled nursing facility residents, including persons with dementia. Contractor must provide clowns who have completed or are actively participating in a therapeutic medical clowning training program.
- 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.  
No current civil service class offers the required training and expertise for these specialized 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, these services require specialized training.

**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 employees will receive no training. These services require formal training and outside instruction.
- 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.  
Medical Clown Project, Inc.

**7. Union Notification:** On 09/29/20, 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: Jacquie Hale Phone: (415) 554-2609 Email: jacquie.hale@sfdph.org

Address: 101 Grove St. Rm. 307, San Francisco, CA 94102

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 3070-12/13

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 10/19/2020

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH

Dept. Code: DPH

Type of Request:  Initial  Modification of an existing PSC (PSC # 3070-12/13)

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

Type of Service: Medical Clowning

Funding Source: General Funds

PSC Original Approved Amount: \$0 PSC Original Approved Duration: 03/01/13 - 12/31/22 (9 years 43 weeks)

PSC Mod#1 Amount: \$40,000 PSC Mod#1 Duration: no duration added

PSC Mod#2 Amount: \$135,000 PSC Mod#2 Duration: no duration added

PSC Cumulative Amount Proposed: \$175,000 PSC Cumulative Duration Proposed: 9 years 43 weeks

**1. Description of Work**

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

Contractor will provide specially training medical clowns to provide comfort and support to patients, their families and / or their caregivers. Medical clown services are a specialized form of patient support services that some studies have shown to be an effective part of the overall treatment plan for a patient. Medical clowns may utilize music, humor, magic tricks, and other techniques to entertain and relax patients.

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

Denial of this request will result in patients not being able to experience the beneficial effects of this form of treatment. They may experience increased stress, depression, or anxiety related to their illness as a result.

**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 3070-12/13

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

Only if there is a need.

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

Need for these services is ongoing and continuous.

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

**A. Display all that apply**

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

Explain the qualifying circumstances:

These health and wellness services require training and expertise the city cannot provide.

**B. Reason for the request for modification:**

Total amount of this PSC is being increased from \$40,000 to \$175,000. This increase is necessitated by the ongoing need for and prior success of these services in positively impacting the health and well-being of residents of Laguna Honda Hospital.

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

**A. Specify required skills and/or expertise:** Contractor must have experience providing therapeutic medical clowning to skilled nursing facility residents, including persons with dementia. Contractor must provide clowns who have completed or are actively participating in a therapeutic medical clowning training program.

- 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.  
No current civil service class offers the required training and expertise for these specialized 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, these services require specialized training.

**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 employees will receive no training. These services require formal training and outside instruction.
- 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.  
Medical Clown Project, Inc.

**7. Union Notification: On 02/26/18, the Department notified the following employee organizations of this PSC/RFP request:**

all unions were notified

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

Name: Jacque Hale Phone: (415) 554-2609 Email: jacque.hale@sfdph.org

Address: 101 Grove St. Rm. 307, San Francisco, CA 94102

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 3070-12/13

DHR Analysis/Recommendation:

04/02/2018

Commission Approval Required

Approved by Civil Service Commission

04/02/2018 DHR Approved for 04/02/2018