



London Breed  
Mayor

Carol Isen  
Human Resources Director

Date: September 29, 2023

To: The Honorable Civil Service Commission

Through: Carol Isen  
Human Resources Director

From: Joan Lubamersky / Lynn Khaw, GSA  
Thomas Chen, DEM  
Monique Colon, HOM  
Amy Nuque, MTA  
Shawndrea Hale / Daniel Kwon, PUC  
Alexander Burns, DPW  
Kelly Hiramoto, DPH

Subject: **Personal Services Contracts Approval Request**

This report contains seven (7) personal services contracts (PSCs) in accordance with the revised Civil Service Commission (CSC) procedures for processing PSCs that became effective on November 5, 2014.

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

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

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

Total of this Report	YTD Expedited Approvals FY2023-2024	Total for FY2023-2024
\$85,876,681	\$322,770,785	\$2,645,024,434

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# POSTING FOR

October 16, 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="#">41248 - 23/24</a>	GENERAL SERVICES AGENCY - CITY ADMIN	\$8,500,000.00	Contractors will provide as-needed and intermittent maintenance and repair services on City-owned vehicles during periods when Central Shops is at full capacity and does not have the staff/space to service the vehicles in a timely manner. Contractors will only provide overflow services.	October 1, 2023	September 29, 2028	REGULAR
<a href="#">42903 - 23/24</a>	DEPARTMENT OF EMERGENCY MANAGEMENT	\$400,000.00	DEM needs to update a routine renewal of the contract for the Local Emergency Medical Services (EMS) Agency, a Division at DEM. FirstWatch provides Computer-Aided Design (CAD) and Fire/EMS data analysis to maintain situational awareness, respond to emergencies, and monitor the EMS system. FirstWatch uses CAD data feed for automatic ambulance routing system integrations with ReddiNet – Hospital Association of Southern California. (another DEM vendor). Numerous EMS Agencies use FirstWatch across the state and county.	August 1, 2023	December 31, 2033	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="#">42873 - 23/24</a>	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING	\$44,000,000.00	The purpose of San Francisco Homeless Outreach Team (SFHOT) services is to provide a comprehensive community response, street outreach, special projects, and case management services to unsheltered adults, youth, and families experiencing acute homelessness throughout San Francisco. Contractor will provide field-based outreach services to support and engage unsheltered individuals in accessing shelter, housing, and other City services, as well as distribute resources, provide referrals and support with linkages to benefits, medical services, mental health services, and support individuals in housing navigation. SFHOT services are provided Citywide in collaboration with various City departments including Department of Public Health, Department of Emergency Management, Police Department, Fire Department, Municipal Transportation Agency Parking Enforcement, and Recreation and Parks Department.	December 1, 2023	November 30, 2028	REGULAR
<a href="#">47796 - 23/24</a>	MUNICIPAL TRANSPORTATION AGENCY	\$5,076,680.62	The San Francisco Municipal Transportation Agency (SFMTA) seeks a contractor to provide	February 1, 2024	January 31, 2029	REGULAR

<u>PSC No</u>	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			<p>maintenance and repair services for the Automated Fare Collection (AFC) equipment at its metro rail subway stations.</p> <p>AFC equipment consists of Ticket Vending Machine (TVM), Reversible Fare Gates, Station Agent Gates, and Station Operations Control Unit. Hardware maintenance must include maintenance strategy; corrective maintenance; preventive maintenance; configuration monitoring to comply and communicate with NextFare software; spare inventory; systems monitoring; and Maintenance Help Desk (METRIX) implementation and management. The contractor will also be required to submit weekly maintenance reports as outlined by SFMTA. The contractor, per the agreed schedule and timeline, is responsible to train SFMTA personnel for First Line Maintenance tasks of TVM's and Fare Gates, work that was previously done by Cubic personnel under contract with the Metropolitan Transportation Commission.</p> <p>The contractor is also required to maintain an agreed-upon service level availability and response and repair time. If repair services are out of</p>			

<u>PSC No</u>	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			scope, upon authorization by SFMTA for work, the contractor is responsible to provide necessary personnel, support equipment, and all tools and materials.			
<u>40334 - 23/24</u>	PUBLIC UTILITIES COMMISSION	\$16,000,000.00	The consultant will perform detailed analyses of facility energy use patterns and provide specialized energy efficiency retrofit recommendations and cost benefit analysis for heating, ventilation, and air conditioning (HVAC), building controls, lighting retrofits, and fuel-switching for building electrification. Consultant will support retrofit implementation with specialized design, performance specifications, and construction support services, along with project commissioning, benchmarking, building retro-commissioning, LEED Certification, energy system training, and measurement and verification services. Consultant also will provide city design teams with “better than code” design recommendations to incorporate energy efficiency into new construction and major renovations of municipal buildings, water/wastewater facilities and other City facilities. The consultant also will provide technical support for developing and managing new energy	April 15, 2024	April 14, 2029	REGULAR

<u>PSC No</u>	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			efficiency programs, along with financial analysis, environmental services, and guidance of new and emerging energy technologies.			
<u>48767 - 23/24</u>	GENERAL SERVICES AGENCY - PUBLIC WORKS	\$1,900,000.00	The contract seeks licenses for a cloud-based software solution that will provide Public Works users with the ability to view three-dimensional models of street trees in San Francisco (expected to cost approximately \$729,000) in addition to integration and configuration services to better connect the data with the department's existing street tree database application and dataset (expected to cost approximately \$47,000). Integration services are necessary to match asset IDs between the legacy Public Works Tree Database and the street tree LiDAR survey dataset associated with this solicitation. These integration services are expected to be completed twice over the contract's four-year duration. Configuration services are required to configure the LiDAR survey data platform procured in this solicitation to allow Public Works applications to link directly to a specified LiDAR survey tree asset. This configuration work is expected	September 26, 2023	September 27, 2032	REGULAR



<u>PSC No</u>	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
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to be completed once at the beginning of the contract.

**TOTAL AMOUNT \$75,876,681**

# POSTING FOR

October 16, 2023

## PROPOSED PERSONAL SERVICES CONTRACTS – Modifications

PSC Number	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
41698 - 19/20 - MODIFICATIONS	PUBLIC HEALTH -- DPH	\$10,000,000	\$39,300,000	The contractor(s) will be used on an as-needed basis to maintain and enhance existing applications used in various functional areas within the Department. Functional areas shall include both clinical and non-clinical areas, such as services supporting an integrated communicable disease data system, SharePoint development services, archiving and data management, data warehouse(s), laboratory information, connected diagnostic, financial analysis and eligibility, access to proprietary online databases, clinical and financial bench marking tools, and pharmaceutical systems. The value of this request covers estimated costs for licensing, maintenance, and related professional services such as training and consultation.	10/03/2023	12/31/2035	REGULAR

**TOTAL AMOUNT \$10,000,000**

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

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - CITY ADMIN -- ADM

Dept. Code: ADM

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

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

Type of Service: As-Needed Vehicles Maintenance and Repairs

Funding Source: General Fund

PSC Duration: 5 years

PSC Amount: \$8,500,000

**1. Description of Work**

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

Contractors will provide as-needed and intermittent maintenance and repair services on City-owned vehicles during periods when Central Shops is at full capacity and does not have the staff/space to service the vehicles in a timely manner. Contractors will only provide overflow services.

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

Central Shops currently maintains and repairs City-owned vehicles, which include emergency, law enforcement, Public Works, Recreation and Parks vehicles, etc. Timely repairs and maintenance of these service vehicles are critical to enabling the City to provide consistent, effective, and sufficient service for the needs of the City and County of San Francisco. From time to time, Central Shops has been inundated with an increased volume of repair and maintenance requests and do not have the capacity to perform the repairs and return the vehicles in a timely manner. To manage with the overflow workload and provide services in a timely manner, it is necessary for Central Shops to use a contractor to service the workload beyond their capacity. Denial of this request will cause prolonged delays in services and returning vehicles back to departments. The consequences of these delays will cause deterioration of vehicles due to lag in performing scheduled preventative maintenance services; limits and gaps in services due to lack of functioning City vehicles; delays in construction-related projects; emergency and law enforcement services may be compromised without a fully operational fleet when needed.

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

Services were provided under PSC #41226 - 17/18. This request is for a new Term Contract.

D. Will the contract(s) be renewed?

No, the contract duration will be for the full five (5) years, and then the contract will need to be re-bid at that point.

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

not applicable

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

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

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

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

B. Explain the qualifying circumstances:

Central Shops has tried to hire more qualified staff through multiple hiring rounds but has been unsuccessful. In addition to not being able to hire more staff, Central Shops is facing challenges retaining qualified staff. Central Shops will continue efforts to hire and retain more staff and only use a contractor for overflow work beyond its staff's capacity. These services are as-needed and intermittent.

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

- A. Specify required skills and/or expertise: Contractors are required have Automobile Service Excellence (ASE) certification and Emergency Vehicle Technician (EVT) certification. Contractors are also required to have experience and knowledge of automotive repair trade, knowledge of Bureau of Automotive Repair rules and Automotive Repair Industry rules and guidelines, and ability to work on a variety of vehicle classifications including automobiles, light-duty trucks, medium- and heavy-duty trucks, buses, fire trucks, and off-road equipment.
- B. Which, if any, civil service class(es) normally perform(s) this work? 7306, Automotive Body & Fender Wrk; 7309, Car and Auto Painter; 7313, Automotive Machinist; 7315, Auto Machinist Asst Sprv; 7381, Automotive Mechanic; 7410, Automotive Service Worker;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, work will be done at the contractors' facilities. The contractors will use necessary equipment to complete the contracted work.

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

Central Shops has tried to hire more qualified staff through multiple hiring rounds but has been unsuccessful. In addition to not being able to hire more staff, Central Shops is facing challenges retaining qualified staff. Central Shops will continue efforts to hire and retain more staff and only use a contractor for overflow work beyond its staff's capacity. These services are as-needed and intermittent.

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

- A. Explain why civil service classes are not applicable.  
There's a huge shortage of skilled, qualified trade workers in the auto repair industry impacting the public sector fleet. This is especially true due to the City's lengthy and rigorous civil service process.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. Civil Service classifications already exist for this work. Central Shops has tried to hire more qualified staff through multiple hiring rounds but has been unsuccessful. In addition to not being able to hire more staff, Central Shops is facing challenges retaining qualified staff. Central Shops will continue efforts to hire and retain more staff and only use a contractor for overflow work beyond its staff's capacity. These services are as-needed and intermittent.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
No. No training will be provided.
- C. Are there legal mandates requiring the use of contractual services?  
No.

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

**7. Union Notification:** On 08/21/2023, the Department notified the following employee organizations of this PSC/RFP request:  
Automotive Machinists, Local 1414; TWU Local 250A

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

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

Address: City Hall, Room 430 San Francisco, CA 94102

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 41248 - 23/24

DHR Analysis/Recommendation:  
Commission Approval Required  
DHR Approved for 10/16/2023

Civil Service Commission Action:

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

**From:** [Khaw, Lynn \(ADM\)](#)  
**To:** [local200twu@sbcglobal.net](mailto:local200twu@sbcglobal.net); [FLENTROY, NICHELLE \(CAT\)](#); [local200twu@sbcglobal.net](mailto:local200twu@sbcglobal.net); [pwilson@twusf.org](mailto:pwilson@twusf.org); [mdennis@twusf.org](mailto:mdennis@twusf.org)  
**Cc:** [DHR-PSCCoordinator, DHR \(HRD\)](#)  
**Subject:** Notice of Personal Services Contract (PSC) #41248 - 23/24  
**Date:** Monday, August 21, 2023 1:27:00 PM  
**Attachments:** [Attachment to Email Notification of PSC # 41248 - 23 24, to L250A, 8-21-23.pdf](#)

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To: TWU Local 250-A

The Office of Contract Administration of the City and County of San Francisco proposes to do a Personal Services Contract (PSC) to contract for As-Needed Vehicles Maintenance and Repairs. Information on this PSC is attached.

City departments are required by the Department of Human Resources and the Civil Service Commission to notify employee organizations when requesting to contract for services that City employees could possibly perform. In this case, Class 7410, Automotive Service Worker could possibly perform some of the duties of the PSC. Your union is listed as one that would be notified through the City's online system; however, it appears that you were not. Typically, unions have seven or 30 days to raise questions about a PSC.

If you should have any questions, please let me know at [lynn.khaw@sfgov.org](mailto:lynn.khaw@sfgov.org) or contact the Department of Human Resources, DHR-PSC coordinator at [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org).

Sincerely,  
Lynn

Attachments: Email sent through online PSC system  
Proposed PSC #41248 – 23/24

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Lynn Khaw, CPPO, CPPB, C.P.M.  
Departmental Personal Services Contract Coordinator  
Office of Contract Administration/Purchasing  
City and County of San Francisco  
(628) 652-1623 – Calls will be forwarded to mobile phone  
Email: [lynn.khaw@sfgov.org](mailto:lynn.khaw@sfgov.org)  
Webpage: <https://sf.gov/oca>



**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [lynn.khaw@sfgov.org](mailto:lynn.khaw@sfgov.org)  
**To:** [Khaw, Lynn \(ADM\); dvickers@iam1414.org; mjayne@iam1414.org; agonzalez@iam1414.org; speedy4864@aol.com; Khaw, Lynn \(ADM\); DHR-PSCCoordinator, DHR \(HRD\)](mailto:Khaw, Lynn (ADM); dvickers@iam1414.org; mjayne@iam1414.org; agonzalez@iam1414.org; speedy4864@aol.com; Khaw, Lynn (ADM); DHR-PSCCoordinator, DHR (HRD))  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 41248 - 23/24  
**Date:** Monday, August 21, 2023 12:12:10 PM

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RECEIPT for Union Notification for PSC 41248 - 23/24 more than \$100k

The GENERAL SERVICES AGENCY - CITY ADMIN -- ADM has submitted a request for a Personal Services Contract (PSC) 41248 - 23/24 for \$8,500,000 for Initial Request services for the period 10/01/2023 – 09/29/2028. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/21281> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT

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

# **Additional Attachment(s)**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - CITY ADMIN

Dept. Code: ADM

Type of Request:  Initial  Modification of an existing PSC (PSC # 41226 - 17/18)

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

Type of Service: As-needed vehicle maintenance and repair

Funding Source: General Fund

PSC Original Approved Amount: \$9,000,000 PSC Original Approved Duration: 05/01/18 - 04/30/23 (5 years)

PSC Mod#1 Amount: no amount added PSC Mod#1 Duration: 05/01/18-06/30/23 (8 weeks 5 days)

PSC Mod#2 Amount: no amount added PSC Mod#2 Duration: 06/13/23-06/30/24 (1 year 1 day)

PSC Cumulative Amount Proposed: \$9,000,000 PSC Cumulative Duration Proposed: 6 years 8 weeks

**1. Description of Work**

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

The Contractor(s) will provide as-needed and intermittent maintenance and repair services on City-owned vehicles during periods when Central Shops is at full capacity and does not have the staff/space to service the vehicles in a timely manner. The Contractor(s) will only provide over flow services.

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

Central Shops currently maintains and repairs City-owned vehicles including emergency, law enforcement, Department of Public Works, and Recreation and Parks vehicles. Timely repairs and maintenance of these vehicles are critical to enabling the City provides consistent, effective, and sufficient service. From time to time, Central Shops has been inundated with an increased volume of repair and maintenance requests and does not have the capacity to perform the repairs and return the vehicles in a timely manner. To manage with the overflow workload and provide services in a timely manner, it is necessary for Central Shops to use contractor(s) to service only the workload beyond their capacity. Denial of this request will cause prolonged delays in services and returning vehicles back to departments. The consequences of these delays will cause deterioration of vehicles due to not performing scheduled preventative maintenance services, limits and gaps on services due to lack of functioning City vehicles, delays in construction related projects, and emergency and law enforcement services may be compromised without a complete fleet of fully operational vehicles.

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 41226 - 17/18

D. Will the contract(s) be renewed?

Unknown.

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

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

A. Display all that apply

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

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

Explain the qualifying circumstances:

This is for when Fleet is unable to perform the duties required. It is as needed, intermittent. Contractors will provide their own equipment.

B. Reason for the request for modification:

Adding duration and no change in the amount.

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

- A. Specify required skills and/or expertise: Contractor(s) shall have Automobile Service Excellence (ASE) certification and Emergency Vehicle Technician (EVT) certification. Contractor(s) shall also have experience and knowledge of automotive repair trade, knowledge of Bureau of Automotive Repair rules and Automotive Repair Industry rules and guidelines, and ability to work on a variety of vehicle classifications including automobiles, light duty trucks, medium and heavy duty trucks, buses, fire trucks, and off-road equipment.
- B. Which, if any, civil service class(es) normally perform(s) this work? 7306, Automotive Body & Fender Wrk; 7309, Car and Auto Painter; 7313, Automotive Machinist; 7315, Auto Machinist Asst Sprv; 7381, Automotive Mechanic; 7410, Automotive Service Worker;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. The work will be performed at the contractors' worksites. The contractor(s) will use their equipment as necessary to perform the work required.

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

Not Applicable

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

- A. Explain why civil service classes are not applicable.  
Civil Service classifications will continue to do this works at Central Shops. Proposed services are only for overflow periods, as needed, and intermittent. Fleet/Central Shops has tried to hire additional qualified staff through multiple hiring rounds, but have been unsuccessful. Fleet/Central Shops will continue efforts to hire and retain more staff and only use a Contractor for overflow work beyond their staff's capacity.
- 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: Classifications currently perform this kind of work.

**6. Additional Information**

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

No.

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

Adding 1 year extension to current contracts.

**7. Union Notification:** On 06/13/23, the Department notified the following employee organizations of this PSC/RFP request:

TWU - Automotive Service Worker; Automotive Machinists, Local 1414;

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

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

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

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 41226 - 17/18

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 06/21/2023

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - CITY ADMIN -- ADM

Dept. Code: ADM

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

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

Type of Service: As-needed vehicle maintenance and repair

Funding Source: General Fund

PSC Duration: 5 years

PSC Amount: \$9,000,000

**1. Description of Work**

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

The Contractor(s) will provide as-needed and intermittent maintenance and repair services on City-owned vehicles during periods when Central Shops is at full capacity and does not have the staff/space to service the vehicles in a timely manner. The Contractor(s) will only provide over flow services.

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

Central Shops currently maintains and repairs City-owned vehicles including emergency, law enforcement, Department of Public Works, and Recreation and Parks vehicles. Timely repairs and maintenance of these vehicles are critical to enabling the City provides consistent, effective, and sufficient service. From time to time, Central Shops has been inundated with an increased volume of repair and maintenance requests and does not have the capacity to perform the repairs and return the vehicles in a timely manner. To manage with the overflow workload and provide services in a timely manner, it is necessary for Central Shops to use contractor(s) to service only the workload beyond their capacity. Denial of this request will cause prolonged delays in services and returning vehicles back to departments. The consequences of these delays will cause deterioration of vehicles due to not performing scheduled preventative maintenance services, limits and gaps on services due to lack of functioning City vehicles, delays in construction related projects, and emergency and law enforcement services may be compromised without a complete fleet of fully operational vehicles.

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

This service was provided in the past under commodities/other purchasing authority. We were recently advised that it was appropriate to use a personal services contract and request approval from the Civil Service Commission.

D. Will the contract(s) be renewed?

Unknown.

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

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

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

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

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

B. Explain the qualifying circumstances:

This is for when Fleet is unable to perform the duties required. It is as needed, intermittent. Contractors will provide their own equipment.

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

- A. Specify required skills and/or expertise: Contractor(s) shall have Automobile Service Excellence (ASE) certification and Emergency Vehicle Technician (EVT) certification. Contractor(s) shall also have experience and knowledge of automotive repair trade, knowledge of Bureau of Automotive Repair rules and Automotive Repair Industry rules and guidelines, and ability to work on a variety of vehicle classifications including automobiles, light duty trucks, medium and heavy duty trucks, buses, fire trucks, and off-road equipment.
- B. Which, if any, civil service class(es) normally perform(s) this work? 7306, Automotive Body & Fender Wrk; 7309, Car and Auto Painter; 7313, Automotive Machinist; 7315, Auto Machinist Asst Sprv; 7381, Automotive Mechanic; 7410, Automotive Service Worker;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. The work will be performed at the contractors' worksites. The contractor(s) will use their equipment as necessary to perform the work required.

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

The department will only contract for these services when there is overflow work at the fleet facility.

**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 will continue to do this works at Central Shops. Proposed services are only for overflow periods, as needed, and intermittent. Fleet/Central Shops has tried to hire additional qualified staff through multiple hiring rounds, but have been unsuccessful. Fleet/Central Shops will continue efforts to hire and retain more staff and only use a Contractor for overflow work beyond their staff's capacity.
- 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. Classifications currently perform this kind of work.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.  
No. No training will be provided.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.

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

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

7. **Union Notification:** On 02/07/2018, the Department notified the following employee organizations of this PSC/RFP request:  
Automotive Machinists, Local 1414; TWU - Automotive Service Worker

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

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

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 41226 - 17/18

DHR Analysis/Recommendation:

action date: 04/16/2018

Commission Approval Required

Approved by Civil Service Commission with conditions

04/16/2018 DHR Approved for 04/16/2018



PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: DEPARTMENT OF EMERGENCY MANAGEMENT -- ECD

Dept. Code: ECD

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

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

Type of Service: IT Services

Funding Source: General Fund

PSC Amount: \$400,000

PSC Est. Start Date: 08/01/2023

PSC Est. End Date 12/31/2033

**1. Description of Work**

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

DEM needs to update a routine renewal of the contract for the Local Emergency Medical Services (EMS) Agency, a Division at DEM. FirstWatch provides Computer-Aided Design (CAD) and Fire/EMS data analysis to maintain situational awareness, respond to emergencies, and monitor the EMS system. FirstWatch uses CAD data feed for automatic ambulance routing system integrations with ReddiNet – Hospital Association of Southern California. (another DEM vendor). Numerous EMS Agencies use FirstWatch across the state and county.

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

The Local Emergency Medical Services Agency (LEMSA) is required by state statute to provide oversight of the EMS system in San Francisco, which includes real-time monitoring, analysis, data review to respond to emergencies and optimize EMS response. If this renewal doesn't happen, we can jeopardize safety and inhibit EMS response to San Francisco residents and visitors due to not having EMS data and information via FirstWatch.

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, FirstWatch is a current vendor and has been a vendor since at least 2013. Recently, Urban Areas Security Initiative (UASI -division of DEM) contracted with FirstWatch for different project.

D. Will the contract(s) be renewed?

This will be a contract that runs for 9 years and is a renewal

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.

San Francisco has contracted with FirstWatch since 2013. Extensive data integration has been performed over the past few years and system has integration with other Department of Emergency Management (DEM) systems (ReddiNet) so shorter contracting period would not be ideal for these IT systems. FirstWatch is also used by many EMS system stakeholders so a gap would be detrimental to providing emergency medical services.

**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.

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

B. Explain the qualifying circumstances:

- DEM cannot obtain this proprietary software services to manage large amounts of CAD data and subsequent analysis.
- DEM would have to build separate systems as other professional service contracts would be impacted without FirstWatch.
- The LEMSA has statutory obligations in oversight of the EMS system and needs FirstWatch to be able to do so effectively.
- This is all proprietary technology and services not available at the city.

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

- A. Specify required skills and/or expertise: This is a propriety system and services are unavailable through other City Agencies or City Services.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1043, IS Engineer-Senior;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No – this is a propriety system and will be maintained by the contractor

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

FirstWatch services are unavailable through other City Agencies or City Services. FirstWatch maintains their own systems to provide this data analysis.

**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 proprietary system
- 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 performed by FirstWatch and their systems.

**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 training will any training or new product development by FirstWatch. City and County employees will train other agencies that use the system (City & County of San Francisco and non-CCSF). FirstWatch will train 2-3 employees for no more than 4-8 hours per year (if that).
- 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.

**7. Union Notification:** On 08/11/2023, the Department notified the following employee organizations of this PSC/RFP request:  
Architect & Engineers, Local 21; Management & Superv Local 21; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21

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

Name: Thomas Chen Phone: 4152696562 Email: Thomas.Chen@sfgov.org

Address: 1011 Turk Street San Francisco, CA 94102

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 42903 - 23/24

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 10/16/2023

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

**From:** [thr-psccoordinator@sfgov.org](mailto:thr-psccoordinator@sfgov.org) on behalf of [Thomas.Chen@sfgov.org](mailto:Thomas.Chen@sfgov.org)  
**To:** [Chen, Thomas \(DEM\)](#); [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); [Chen, Thomas \(DEM\)](#); [DHR-PSCCoordinator, DHR \(HRD\)](#)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 42903 - 23/24  
**Date:** Friday, August 11, 2023 9:37:38 AM

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RECEIPT for Union Notification for PSC 42903 - 23/24 more than \$100k

The DEPARTMENT OF EMERGENCY MANAGEMENT -- ECD has submitted a request for a Personal Services Contract (PSC) 42903 - 23/24 for \$400,000 for Initial Request services for the period 08/01/2023 – 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/dhrdrupal/node/21239> 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 LICENSE AGREEMENT  
BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND**

**FirstWatch Solutions, Inc.  
322 Encinitas Boulevard, Suite 100  
Encinitas, CA 92024**

This agreement (the "Agreement") is made this 1st day of December, 2013, in the City and County of San Francisco, State of California, by and between: **FirstWatch Solutions, Inc., 322 Encinitas Boulevard, Suite 100, Encinitas, CA 92024**, hereinafter referred to as "Contractor," and the City and County of San Francisco, a municipal corporation, hereinafter referred to as "City," acting by and through its Director of the Office of Contract Administration, hereinafter referred to as "Purchasing."

**Recitals**

WHEREAS, the **Department of Emergency Management** wishes to license certain software from Contractor; and,

WHEREAS, Contractor represents and warrants that it is qualified to provide such software and services required by City as set forth under this Agreement.

Now, THEREFORE, the parties agree as follows:

- 1. Definitions.** Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this Agreement, it shall have the meaning herein set forth.

**Acceptance** Notice from the City to Contractor that the Licensed Software meets the specifications contained in the Documentation. City's Acceptance of the Licensed Software shall be governed by the procedures set forth in Section 7.

**Agreement** This document and any attached appendices and exhibits, including any future written and executed amendments.

<b>Authorization; Authorization document</b>	This Agreement, a Blanket Purchase Order, Contract Order, or Purchase Order of the City, properly executed by <b>Department of Emergency Management</b> and Purchasing, and certified by the Controller for the specific funding of this Agreement or any modification thereof.
<b>Designated CPU</b>	Any central processing unit or attached processor complex, including its peripheral units, described in the Authorization Document. The Authorization Document may designate more than one CPU.
<b>Designated site</b>	The facility or facilities specified in Appendix A, attached hereto and incorporated by reference as though fully set forth herein, or any other facility as the parties may designate from time to time in writing, where the Designated CPU is located.
<b>Documentation</b>	The technical publications relating to the use of the Licensed Software, such as reference, installation, administrative and programmer manuals, provided by Contractor to City.
<b>Licensed software</b>	One or more of the proprietary computer software programs identified in the Authorization Document, all related materials, Documentation, all corrections, patches or updates thereto, and other written information received by City from Contractor, whether in machine-readable or printed form. The Authorization Document may identify more than one software product or more than one copy of any product.
<b>Object code</b>	Machine readable compiled form of Licensed Software provided by Contractor.
<b>Source code</b>	The human readable compliable form of the Licensed Software to be provided by Contractor.
<b>Specifications</b>	The functional and operational characteristics of the Licensed Software as described in Contractor's current published product descriptions and technical manuals

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 Emergency Management**. The words "sufficient," "necessary," or "proper," and the like, mean sufficient, necessary or proper in the judgment of the **Department of Emergency Management**, unless otherwise indicated by the context.

**2. Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation.** This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the



Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration of this Agreement.

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

3. **Term of the Agreement.** Subject to Section 5, the license granted under this Agreement shall commence upon acceptance of the Licensed Software and shall continue in perpetuity unless sooner terminated in accordance with the provisions of this Agreement.
4. **Effective Date of the Agreement.** This Agreement shall become effective when the Controller has certified to the availability of funds and Contractor has been notified in writing.
5. **License**
  - a. **Grant License.** Subject to the terms and conditions of the Agreement, Contractor grants City a non- exclusive and non-transferable perpetual license to use the Licensed Software. City acknowledges and agrees that the Licensed Software is the proprietary information of Contractor and that this Agreement grants City no title or right of ownership in the Licensed Software. FirstWatch keeps its Source Code Escrow account up to date and in good standing for those clients who wish to pay to become/remain beneficiaries. The City, may, as it wishes, elect to become a documented beneficiary. The City may do so by contacting Escrowtech directly to engage coverage with them.
  - b. **Restrictions on Use.** City is authorized to use the Licensed Software only for City's internal purposes and only on the Designated CPU or the Designated Site specified in the Authorization Document. City agrees that it will, through its best efforts, not use or permit the Licensed Software to be used in any manner, whether directly or indirectly, that would enable any other person or entity to use the Licensed Software on other than the Designated CPU or Site.
  - c. **Use on other than Designated CPU or Site.** A single back-up or replacement CPU may be used as a substitute for a Designated CPU at any time, provided that City provides Contractor with written notice of such hardware substitution, including information regarding the replacement hardware as required for the Designated CPU pursuant to this Agreement, that City refrain from using the Licensed Software simultaneously on both the Designated CPU and the substitute CPU, and that the Licensed Software be removed from or rendered inoperable on the Designated CPU by the City in a timely manner subsequent to installation of the Licensed Software upon the substitute CPU.

For the purpose of any bona fide City disaster recovery plan or with respect to the use of computer software in its municipal operations, City may make one copy of the Licensed Software for archival purposes and use such archival copy on a CPU other than the Designated CPU, or at a site other than the Designated Site, so long as such alternative CPU or site is owned or controlled by City. The use of such archival copy shall be limited to (1) the purpose of conducting limited testing of the disaster recovery plan's procedures and effectiveness and (2) during any period subsequent to the occurrence of an actual disaster during which the City cannot operate the Licensed Software on the Designated CPU or at the Designated Site. City agrees to furnish evidence of its disaster recovery plan and procedures upon Contractor's request.

- d. Transfer of Products.** City may move the Licensed Software and supporting materials to another City site which physically replaces the original installation site upon prior written notice to Contractor.
- e. Documentation.** Contractor shall provide City with the Licensed Software specified in the Authorization Document, and a minimum of two copies of the Documentation per installation. Contractor grants to City permission to duplicate all printed Documentation for City's internal use.
- f. Proprietary Markings.** City agrees not to remove or destroy any proprietary markings or proprietary legends placed upon or contained within the Licensed Software or any related materials or Documentation.
- g. Authorized Modification.** City shall also be permitted to develop, use and modify Application Program Interfaces (API's), macros and user interfaces. For purposes of this Agreement, such development shall be deemed an authorized modification. Any such APIs, macros or other interfaces developed by the City shall become the property of the City.

**6. Delivery.** Left blank by agreement of the parties.

**7. Acceptance Testing.** Left blank by agreement of the parties.

**8. Training.** Contractor will provide remote training in the use and operation of the Licensed Software and upon request by the City, Contractor will provide on-site training pursuant to a separate written agreement.

**9. Contractor's Default.** Failure or refusal of Contractor to perform or do any act herein required shall constitute a default. In the event of any default, in addition to any other remedy available to City, this Contract may be terminated by City upon ten days written notice. Such termination does not waive any other legal remedies available to City.

#### **10. Maintenance and Support**

- a. Maintenance and Support Services.** After Acceptance of the Licensed Software and subject to the terms, conditions, and charges set forth in this Section, Contractor will provide City with maintenance and support services for the Licensed Software as follows: (i) Contractor will provide such assistance as necessary to cause the Licensed Software to perform in accordance with the Specifications as set forth in the Documentation; (ii) Contractor will provide, for City's use, whatever improvements, enhancements, extensions and other changes to the Licensed Software Contractor

may develop, and (iii) Contractor will update the Licensed Software, as required, to cause it to operate under new versions or releases of the operating system specified in the Authorization Document so long as such updates are made generally available to Contractor's other Licensees.

- b. Changes in Operating System.** If City desires to obtain a version of the Licensed Software that operates under an operating system not specified in the Authorization Document, Contractor will provide City with the appropriate version of the Licensed Software, if available, on a 90-day trial basis without additional charge, provided City has paid all maintenance and support charges then due. At the end of the 90-day trial period, City must elect one of the following three options: (i) City may retain and continue the old version of the Licensed Software, return the new version to Contractor and continue to pay the applicable rental or license fee and maintenance charges for the old version; (ii) City may retain and use the new version of the Licensed Software and return the old version to Contractor, provided City pays Contractor the applicable rental or license fee and maintenance charges for the new version of the Licensed Software; or (iii) City may retain and use both versions of the Products, provided City pays Contractor the applicable rental or license fee and maintenance charges for both versions of the Licensed Software. City will promptly issue the necessary Authorization Document(s) to accomplish the above.

**c. Charges**

- 1) **Limited Term License.** When the license term specified in the Authorization Document is less than perpetual, all charges for maintenance and support are included in the periodic license or rental fee.
- 2) **Perpetual License.** Where the license term specified in the Authorization Document is perpetual, all charges for maintenance and support are as follows:
  1. **Periodic Payment License.** If the license fee specified in the Authorization Document is payable in periodic payments, there will be no additional charge for maintenance and support during the period for which such periodic payments are payable or the first year of the term, whichever is longer.
  2. **Lump Sum Payment Licenses.** If the license fee specified in the Authorization Document is payable in one lump sum, there will be no additional charge for the maintenance and support during the first year of the term.
  3. **Charges for Subsequent Years.** For each year after the period for which periodic payments are payable, or each year after the first year of the lump sum payment license, as the case may be, Contractor will continue to provide City with the maintenance and support services as described in subsection A above, provided City issues a purchase order or modification to this License Agreement and pays Contractor in advance the

annual maintenance and support charges then in effect. Contractor will make maintenance and support services available to City for a minimum of 3 years. Such charges shall not exceed the annual amounts set in Appendix B.

11. **Warranties: Right to Grant License.** Contractor hereby warrants that it has title to and/or the authority to grant a license of the Licensed Software to the City.
12. **Warranties: Conformity to Specifications.** Contractor warrants that when the Licensed Software specified in the Authorization Document and all updates and improvements to the Licensed Software are delivered to City, they will be free from defects as to design, material, and workmanship and will perform on the Designated CPU in accordance with the Contractor's published specifications for the Licensed Software for a period of 90 days from City's Acceptance of such Licensed Software.
13. **Infringement Indemnification.** If notified promptly in writing of any judicial action brought against City based on an allegation that City's use of the Licensed Software infringes a patent, copyright, or any right of a third party or constitutes misuse or misappropriation of a trade secret or any other right in intellectual property (Infringement), Contractor will hold City harmless and defend such action at its own expense. Contractor will pay the costs and damages awarded in any such action or the cost of settling such action, provided that Contractor shall have sole control of the defense of any such action and all negotiations or its settlement or compromise. If notified promptly in writing of any informal claim (other than a judicial action) brought against City based on an allegation that City's use of the Licensed Software constitutes Infringement, Contractor will pay the costs associated with resolving such claim and will pay the settlement amount (if any), provided that Contractor shall have sole control of the resolution of any such claim and all negotiations for its settlement.

In the event a final injunction is obtained against City's use of the Licensed Software by reason of Infringement, or in Contractor's opinion City's use of the Licensed Software is likely to become the subject of Infringement, Contractor may at its option and expense: (a) procure for City the right to continue to use the Licensed Software as contemplated hereunder, (b) replace the Licensed Software with a non-infringing, functionally equivalent substitute Licensed Software, or (c) suitably modify the Licensed Software to make its use hereunder non-infringing while retaining functional equivalency to the unmodified version of the Licensed Software. If none of these options is reasonably available to Contractor, then the applicable Authorization Document or relevant part of such Authorization Document may be terminated at the option of either party hereto and Contractor shall refund to City all amounts paid under this Agreement for the license of such infringing Licensed Software. Any unauthorized modification or attempted modification of the Licensed Software by City or any failure by City to implement any improvements or updates to the Licensed Software, as supplied by Contractor, shall void this indemnity unless City has obtained prior written authorization from Contractor permitting such modification, attempted modification or failure to implement. Contractor shall have no liability for any claim of Infringement based on City's use or combination of the Licensed Software with products or data of the type for which the Licensed Software was neither designed nor intended to be used.

14. **Payment.** Compensation shall be due and payable within 45 days of the date of invoice. In no event shall the amount of this Agreement exceed \$27,473.43. The breakdown of costs

associated with this Agreement is provided for in Appendix B. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until Licensed Software and services required under this Agreement are received from Contractor and approved by **Department of Emergency Management** as being in accordance with this Agreement.

In no event shall City be liable for interest or late charges for any late payments.

**15. 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 agreement is amended in writing and approved as required by law to authorize 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 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 of the City and County of San Francisco. 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.

**16. Invoice Format.** Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, and must include 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."

**17. 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. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at <http://www.municode.com/Library/clientCodePage.aspx?clientID=4201>. 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.

- 18. Taxes.** Payment of any taxes, including possessory interest taxes, and California sales and use taxes, levied upon this Agreement, the transaction, or the services delivered pursuant hereto, shall be the obligation of Contractor.
- 19. 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 Contractor to replace unsatisfactory work, the Licensed Software, although the unsatisfactory character of such work, or Licensed Software may not have been apparent or detected at the time such payment was made. Software, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay.
- 20. Qualified Personnel.** Work under this 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.
- 21. 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. The acceptance or use of such equipment by Contractor or any of its employees means that Contractor accepts full responsibility for and agrees to exonerate, indemnify, defend and save harmless City from and against any and all claims for any damage or injury of any type arising from the use, misuse or failure of such equipment, whether such damage be to Contractor, its employees, City employees or third parties, or to property belonging to any of the above.

## **22. 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 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 Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which

such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement.

- 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 Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, 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 Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Contractor was not an employee.

### 23. Insurance

- a.** Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:
1. Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and
  2. Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and
  3. Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- b.** Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:
1. Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.
  2. That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this

Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

- c. Regarding Workers' Compensation, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.
- d. All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in the "Notices to the Parties" section.
- e. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.
- f. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.
- g. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.
- h. Before commencing any operations under this Agreement, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.
- i. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.
- j. (Reserved)

**24. Indemnification and General Liability.** 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 Agreement, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement and except where such loss, damage, injury, liability or claim is the result of active negligence or willful misconduct of City and in not contributed



to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City. 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.

**25. Incidental and Consequential Damages.** Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions. Nothing in this Agreement shall constitute a waiver of limitation of any rights which City may have under applicable law.

**26. Liability of City.** CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 14 OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

**27. Nondisclosure.** City agrees that it shall treat the Licensed Software with the same degree of care as it treats like information of its own, which it does not wish to disclose to the public, from the date the Licensed Software is Accepted by the City until the license is terminated as provided herein. The obligations of the City set forth above, however, shall not apply to the Licensed Software, or any portion thereof, which:

- a. is now or hereafter becomes publicly known;
- b. is disclosed to the City by a third party which the City has no reason to believe is not legally entitled to disclose such information;
- c. is known to the City prior to its receipt of the Licensed Software;
- d. is subsequently developed by the City independently of any disclosures made hereunder by Contractor;
- e. is disclosed with Contractor's prior written consent;
- f. is disclosed by Contractor to a third party without similar restrictions.

**28. Proprietary or Confidential Information of City.** Contractor understands and agrees that, in the performance of the work or services under this 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 the performance of the Agreement. Contractor shall exercise the same standard of care to protect

such information as a reasonably prudent Contractor would use to protect its own proprietary data.

**29. 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.

### **30. Termination**

- a. Basis for Termination by Contractor.** Contractor shall have the right to terminate this Agreement if City is delinquent in making payments of any sum due under this Agreement and continues to be delinquent for a period of ninety days after the last day payment is due; provided, however, that written notice is given to City by Contractor of the expiration date of the ninety-day delinquency period at least ten days prior to the expiration date or, to terminate this Agreement if City commits any other breach of this Agreement and fails to remedy such breach within thirty days after receipt of written notice by Contractor of such breach.
- b. Basis for Termination by City.** City shall have the right, without further obligation or liability to Contractor (except as specified in Sections 29 (Protection of Private Information) and 30(c) (Disposition of Licensed Software on Termination) hereof):
  - (i) to immediately terminate this Agreement or the applicable Authorization Document if Contractor commits any breach of this Agreement and fails to remedy such breach within thirty (30) days after written notice by City of such breach, in which event, Contractor shall reimburse City in the same manner as for the removal of the Licensed Software due to infringement under Section 13; or
  - (ii) to terminate this Agreement or the applicable Authorization Document upon ninety (90) days prior written notice for any reason if the license granted hereunder is for any term other than perpetual. In the event the license granted is perpetual, termination of this Agreement or the applicable Authorization Document by City shall be effective upon receipt by Contractor of written notice of said termination.
- c. Disposition of Licensed Software on Termination.** Upon the expiration or termination of this Agreement or an applicable Authorization Document for any reason other than as provided for in Section 5(a) (Grant of License), City shall immediately:
  - (i) return the Licensed Software to Contractor together with all Documentation;
  - (ii) purge all copies of the Licensed Software or any portion thereof from all CPU's and from any computer storage medium or device on which City has placed or permitted others to place the Licensed Software; and
  - (iii) give Contractor written certification that through its best efforts and to the best of its knowledge, City has complied with all of its obligations under Section 30(c).
- d. Survival.** This section and the following sections of this Agreement shall survive termination or expiration of this Agreement:

- |   |  |
|---|--|
| 13. Infringement Indemnification.                               | 27. Nondisclosure.                                     |
| 17. Submitting False Claims; Monetary Penalties.                | 28. Proprietary or Confidential Information of City    |
| 18. Taxes   | 29. Protection of Private Information.                 |
| 19. Payment Does Not Imply Acceptance of Work.                  | 39. Non-Waiver of Rights.                              |
| 21. Responsibility for Equipment                                | 40. Modification of Agreement                          |
| 22. Independent Contractor; Payment of Taxes and Other Expenses | 41. Administrative Remedy for Agreement Interpretation |
| 23. Insurance   | 42. Agreement Made in California; Venue.               |
| 24. Indemnification and General Liability.                      | 43. Construction                                       |
| 25. Incidental and Consequential Damages.                       | 44. Entire Agreement                                   |
| 26. Liability of City.  |  |

**31. Notice to the Parties.** Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, and e-mail, and shall be addressed as follows:

To City:                   **Rob Dudgeon**  
**Deputy Director, Division of Emergency Services**  
**Department of Emergency Management**  
**30 Van Ness Avenue, Suite 3300**  
**San Francisco, CA 94102**

To Contractor:       **Todd Stout**  
**President and CEO**  
**FirstWatch Solutions, Inc.**  
**322 Encinitas Boulevard, Suite 100**  
**Encinitas, CA 92024**

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.

**32. Bankruptcy.** In the event that either party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then at the option of the other party this Agreement shall terminate and be of no further force and effect.

**33. Subcontracting.** Contractor is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by City in writing. Neither party shall, on the basis of this 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.

**34. Assignment.** The services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement.

**35. 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 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 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 Agreement.

**36. Sunshine Ordinance.** In accordance with San Francisco Administrative Code Section 67.24(e), contracts, contractors' bids, responses to requests for proposals 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 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.

**37. 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.

**38. Conflict of Interest.** Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III,

Chapter 2 of the City's Campaign and Governmental Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

- 39. Non-Waiver of Rights.** The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.
- 40. Modification of Agreement.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.
- 41. Administrative Remedy for Agreement Interpretation.** Should any question arise as to the meaning and intent of this 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 the Agreement.
- 42. Agreement Made in California; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.
- 43. Construction.** All paragraph captions are for reference only and shall not be considered in construing this Agreement.
- 44. Entire Agreement.** This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. If any provision of this Agreement is held to be unenforceable, this Agreement shall be construed without such provision.
- 45. Compliance with Laws.** Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws.
- 46. Graffiti Removal.** Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti. Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within forty eight (48) hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the

Department of Public Works. This section is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

Any failure of Contractor to comply with this section of this Agreement shall constitute a material breach of this Agreement.

- 47. Food Service Waste Reduction Requirements.** Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of \$100 liquidated damages for the first breach, \$200 liquidated damages for the second breach in the same year, and \$500 liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with this provision.
- 48. 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.

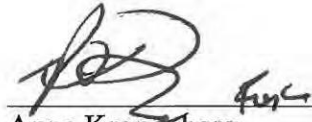
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

**CITY**

**CONTRACTOR**

Recommended by:

**FirstWatch Solutions, Inc.**

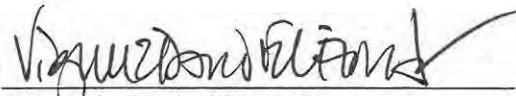
  
\_\_\_\_\_  
Anne Kronenberg  
Executive Director  
Department of Emergency Management

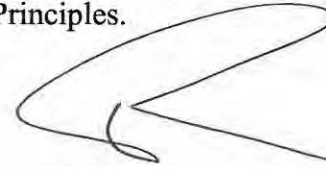
By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

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:   
\_\_\_\_\_  
Virginia Dario-Elizondo  
Deputy City Attorney

  
\_\_\_\_\_  
Todd Stout  
President and CEO  
FirstWatch Solutions, Inc.  
322 Encinitas Boulevard, Suite 100  
Encinitas, CA 92024

Approved:

  
\_\_\_\_\_  
Jaci Fong  
Director of the Office of Contract  
Administration, and  
Purchaser

City vendor number: 67627

## **Appendices**

- A-1. Services to be provided by Contractor
- A-2. Current Deliverables
- B Calculation of Charges
- C Business Associate Addendum



**Appendix A-1**  
**Services to be provided by Contractor**

**Designated Site(s):**

For this Agreement, the Designated Site is the primary and backup facility that the Contractor uses to host the Licensed Software.

**Description of FirstWatch:**

FirstWatch is a real-time, web-based, situational awareness dashboard, data surveillance, data visualization and early-warning software system. FirstWatch is capable of linking with 9-1-1 EMS data sources such as Computer Aided Dispatch (CAD) and ProQA, as well as Paramedic Electronic Patient Care Reports (ePCR data), Records Management System (RMS) data, Poison Control Center data and Hospital Emergency Department data. FirstWatch compares real-time data to historical trends and geographic patterns, as well as against user defined data filter criteria. When a suspicious trend, pattern or geographic cluster of occurrences is detected, FirstWatch automatically sends alerts via pager, fax and/or email to allow officials to evaluate the situation and respond accordingly.

**Scope of Work:**

FirstWatch Solutions Inc. will provide and maintain FirstWatch – a 24/7 internet based website with technical support that displays San Francisco Emergency Medical Services computer aided dispatch (CAD) data as determined by a local administrator.

The current licensed platform consists of:

<b>Current FirstWatch License</b>
<ul style="list-style-type: none"><li>• FirstWatch Thin-Client Software</li><li>• FirstWatch secure website, real-time data, dashboard data displays, user-defined reports, data maintenance and technical support.</li><li>• User defined electronic alerts.</li><li>• Unlimited number of records to be stored for immediate access and reporting in geographically redundant locations.</li><li>• 92,000 annual calls, +/- 20%</li><li>• Provide up to fifty (50) Licensee-specific user login(s) and password(s) to allow up to fifty (50) simultaneous users on the FirstWatch subscriber Internet site.</li><li>• Service and Support for Standard FirstWatch Triggers for EMS Core Measures</li><li>• Data Source Integration to Tiburon CAD Data via RMS Database</li></ul>

## Appendix A-2 Current Deliverables

This section documents current deliverables which, when fulfilled, will be addressed, in regard to maintenance fees, in a separate future document.

<b>FirstWatch Contract Summary of Current Deliverables</b>		
Data Enhancements for Monitoring of Ambulance Services for San Francisco Department of Emergency Management		
<b>Task</b>	<b>Products / Deliverables</b>	<b>Responsible Party</b>
<b>I. On Line Compliance Utility Module</b> A. Provide rules for triggers/reports B. Install module C. Testing and feedback D. Modifications according to item C. E. Acceptance	Web-based automated ambulance response time Compliance Utility Module.	A. DEM EMSA B. FirstWatch C. DEM EMSA D. FirstWatch E. DEM EMSA
<b>II. EMS Transport Status Dashboard</b> A. Provide rules for transport status reports. B. Install module to interface with existing data records. C. Testing and feedback. D. Modifications according to item C. E. Acceptance.	Web-based ambulance Transport Status Dashboard for monitoring availability and ED patient triage delays.	A. DEM EMSA B. FirstWatch C. DEM EMSA D. FirstWatch E. DEM EMSA
<b>III. System Status Management Module Development</b> A. Creation of definitions for achieving efficiencies in ambulance response times, positioning, availability and staffing by zones, time of day and day of week. B. Provide historical operational data for item A to include ambulance staffing, posting and utilization information. C. Analysis and recommendations for configuration of demand analysis modules. D. Testing and feedback. E. Modifications according to item D. F. Acceptance.	Analysis of requirements for configuration of item IV - Demand Analysis Module.	A. DEM EMSA/FirstWatch B. DEM EMSA C. FirstWatch D. DEM EMSA E. FirstWatch F. DEM EMSA

<p><b>IV. ALS Ambulance Demand Analysis Module</b></p> <p>A. Install module to interface with existing data records.</p> <p>B. Testing and feedback on reports.</p> <p>C. Modifications according to item b.</p> <p>D. Acceptance</p>	<p>Web-based Demand Analysis Module.</p>	<p>A. FirstWatch  B. DEM EMSA  C. FirstWatch  D. DEM EMSA</p>
<p><b>V. New FirstWatch Interface to Tiburon CAD/RMS system</b></p> <p>A. Provide security plan and technical specifications for installation of direct interface for FirstWatch with Tiburon Fire/EMS computer aided dispatch system.</p> <p>B. Obtain CCSF approval for new interface.</p> <p>C. Provide rules for existing custom oracle application data field definitions (e.g., unit role identification, disposition codes etc.) To assure conformity of existing triggers and reports with new "raw" text data transmission from Tiburon CAD.</p> <p>D. Create modified data fields as specified in item C.</p> <p>E. Move FirstWatch connection from DPH to DEM Tiburon CAD.</p> <p>F. Testing and feedback.</p> <p>G. Modifications according to item F.</p> <p>H. Acceptance.</p> <p>I. Turn off DPH oracle-FirstWatch connection.</p>	<p>Replacement of current 10 minute delay in data transfer with real time 9-1-1 data transmission with inclusion of existing custom data fields.</p>	<p>A. FirstWatch  B. DEM EMSA  C. DEM EMSA  D. FirstWatch  E. FirstWatch  F. DEM EMSA  G. FirstWatch  H. DEM EMSA  I. FirstWatch</p>
<p><b>VI. Training</b></p> <p>A. Provide local administrator with on-line training sessions when requested.</p>	<p>On-line training sessions as needed.</p>	<p>A. FirstWatch</p>

**Appendix B  
Calculation of Charges**

**FirstWatch Maintenance Agreement Budgetary Information:**

FirstWatch Application Maintenance and Support Services of San Francisco Tiburon Computer-Aided Dispatch/RMS System:

Year 1 (08/23/2013 – 08/22/2014)	\$9,157.81
Year 2 (08/23/2014 – 08/22/2015)	\$9,157.81
<u>Year 3 (08/23/2015 – 08/22/2016)</u>	<u>\$9,157.81</u>

**Total Spending Authority: \$27,473.43**

## Appendix C

### BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum ("Addendum") supplements and is made a part of the Software License Agreement ("Contract") by and between the City and County of San Francisco, Department of Emergency Management, Covered Entity ("CE") and FirstWatch Solutions, Inc., Business Associate ("BA").

#### RECITALS

- A. CE wishes to disclose certain information to BA pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below).
- B. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.
- C. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(a) and (e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Addendum.

In consideration of the mutual promises below and the exchange of information pursuant to this Addendum, the parties agree as follows:

#### 1. Definitions

- a. **Breach** shall have the meaning given to such term under the HITECH Act and HIPAA Regulations [42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402].
- b. **Breach Notification Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.
- c. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- d. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

- e. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
  - f. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
  - g. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.
  - h. **Electronic Health Record** shall have the meaning given to such term in the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.
  - i. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
  - j. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
  - k. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
  - l. **Protected Information** shall mean PHI provided by CE to BA or created, maintained, received or transmitted by BA on CE's behalf.
  - m. **Security Incident** shall have the meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. Section 164.304.
  - n. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
  - o. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.
2. **Obligations of FirstWatch Solutions, Inc.**
- a. **Permitted Uses.** BA shall use Protected Information only for the purpose of performing BA's obligations under the Contract and as permitted or required under the Contract

and Addendum, or as required by law. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2) and 164.504(e)(4)(i)].

- b. **Permitted Disclosures.** BA shall disclose Protected Information only for the purpose of performing BA's obligations under the Contract and as permitted or required under the Contract and Addendum, or as required by law. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches, suspected breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with paragraph 2. m. of the Addendum, to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)].
- c. **Prohibited Uses and Disclosures.** BA shall not use or disclose PHI other than as permitted or required by the Contract and Addendum, or as required by law. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a) and 45 C.F.R. Section 164.522(a)(vi)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2), and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.
- d. **Appropriate Safeguards.** BA shall implement appropriate safeguards to prevent the use or disclosure of Protected Information other than as permitted by the Contract or Addendum, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including, but not limited to, 45 C.F.R.

Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316. [42 U.S.C. Section 17931]

- e. **Business Associate's Subcontractors and Agents.** BA shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Information on behalf of BA, agree in writing to the same restrictions and conditions that apply to BA with respect to such Protected Information and implement the safeguards required by paragraph 2.d. above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- f. **Accounting of Disclosures.** Within ten (10) calendar days of a request by CE for an accounting of disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents and subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935 (c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents and subcontractors for at least six(6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. If a patient submits a request for an accounting directly to BA or its agents or subcontractors, BA shall forward the request to CE in writing within five(5) calendar days.
- g. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with HIPAA [45 C.F.R. Section 164.504(e)(2)(ii)(I)]. BA shall provide CE a copy of any Protected Information and other



documents and records that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

- h. **Minimum Necessary.** BA, its agents and subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)] BA understands and agrees that the definition of “minimum necessary” is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes “minimum necessary.”
- i. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- j. **Notification of Possible Breach.** BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of Protected Information; any use or disclosure of Protected Information not permitted by the Contract or Addendum; any security incident (i.e., any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system) related to Protected Information, and any actual or suspected use or disclosure of data in violation of any applicable federal or state laws by BA or its agents or subcontractors. The notification shall include, to the extent possible, the identification of each individual who unsecured Protected Information has been, or is reasonably believed by the business associate to have been, accessed, acquired, used, or disclosed, as well as any other available information that CE is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited, to 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408, at the time of the notification required by this paragraph or promptly thereafter as information becomes available. BA shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws. (This provision should be negotiated.) [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)]
- k. **Breach Pattern or Practice by Business Associate’s Subcontractors and Agents**  
Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e)(1)(ii), if the BA knows of a pattern of activity or practice of a subcontractor or agent that constitutes a material breach or violation of the subcontractor or agent’s obligations under the Contract or Addendum or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible. BA shall provide written notice to CE of any pattern of activity or practice of a subcontractor or agent that BA believes constitutes a material breach or violation of the subcontractor or agent’s obligations

under the Contract or Addendum or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

### 3. Termination

- a. **Material Breach.** A breach by BA of any provision of this Addendum, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].
- b. **Judicial or Administrative Proceedings.** CE may terminate the Contract, effective immediately, if (i) BA is named as defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
- c. **Effect of Termination.** Upon termination of the Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA and its agents and subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections and satisfy the obligations of Section 2 of this Addendum to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(ii)(2)(J)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI.
- d. **Disclaimer**

CE makes no warranty or representation that compliance by BA with this Addendum, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

### 4. Amendment to Comply with Law

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract or Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable state or federal laws relating to the

security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Contract or Addendum when requested by CE pursuant to this section or (ii) BA does not enter into an amendment to the Contract or Addendum providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

**5. Reimbursement for Fines**

In the event that CE pays a fine to a state or federal regulatory agency based on an impermissible use or disclosure of PHI by BA or its subcontractors or agents, then BA shall reimburse CE in the amount of such fine within thirty (30) calendar days.

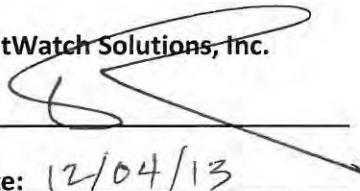
**Agreed and Accepted:**

Department of Emergency Management

By:  Ted Anne Kordas

Date: 12/9/13

FirstWatch Solutions, Inc.

By: 

Date: 12/04/13

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING -- Dept. Code: HOM  
HOM

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

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

Type of Service: Outreach

Funding Source: Various - General Fund, PATH, Work Order PSC Duration: 5 years 1 day

PSC Amount: \$44,000,000

**1. Description of Work**

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

The purpose of San Francisco Homeless Outreach Team (SFHOT) services is to provide a comprehensive community response, street outreach, special projects, and case management services to unsheltered adults, youth, and families experiencing acute homelessness throughout San Francisco. Contractor will provide field-based outreach services to support and engage unsheltered individuals in accessing shelter, housing, and other City services, as well as distribute resources, provide referrals and support with linkages to benefits, medical services, mental health services, and support individuals in housing navigation. SFHOT services are provided Citywide in collaboration with various City departments including Department of Public Health, Department of Emergency Management, Police Department, Fire Department, Municipal Transportation Agency Parking Enforcement, and Recreation and Parks Department.

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

SFHOT services are the front door to San Francisco's Homelessness Response System and support unsheltered individuals in accessing supportive housing and support services. Inability to contract for SFHOT services would prevent HSH and the City from providing necessary services to vulnerable populations and restrict access to resources that deescalate crises.

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.

SFHOT services are currently being provided through a contract previously awarded via RFP 8-2014 administered by the Department of Public Health. The resulting agreements were authorized by the Civil Service Commission through PSC #2000-03/04. These services transitioned to HSH in FY16-17. HSH is requesting its own PSC authority to create a new contract for SFHOT services following the release of RFP #139 - SFHOT Services.

D. Will the contract(s) be renewed?

The new contract will have a five-year initial term with the option to extend for an additional five years, for a total of 10 years. Renewal is based on funding availability and 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.

The additional time in the PSC duration is slightly over 5 years to allow for processing the contract award. The contract will have a 5-year term.

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

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

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

B. Explain the qualifying circumstances:

Individuals served through SFHOT services will be more responsive and more likely to utilize services if the program is administered by familiar and trusted community-based organizations. SFHOT services are funded through various funding sources including McKinney Projects for Assistance in Transition from Homelessness (PATH) and funding via work orders from other departments. As a result, funding may vary and the establishment of a new civil service position, class, or program is not feasible.

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

A. Specify required skills and/or expertise: At least five years of experience and expertise working with individuals experiencing homelessness, including those with substance use disorder, behavioral health issues, disabilities, individuals accessing social services or support services, older adults, LGBTQ+ persons, Transitional Age Youth, and families. As well five years' experience providing Case Management services including linkage and referral to services such as behavioral health services, medical services, and/or assisting clients in housing navigation. The Contractor must be able to quickly pivot priorities and activate Emergency Response Teams within 24 hours of HSH activating an emergency protocol.

B. Which, if any, civil service class(es) normally perform(s) this work? 2587, Health Worker 3;

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

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

HSH has not made efforts to obtain these services through the City due to the various funding sources including grant funding, annual renewal of dollars is not guaranteed and may fluctuate. Services require specialized skills including expertise and experience working with individuals experiencing chronic homelessness. SFHOT Case Managers are cross trained in case management services and outreach services as they may also be required to provide outreach services in the community. Individuals served through SFHOT services will be more responsive and more likely to utilize services if the program is administered by familiar and trusted community-based organizations. Additionally, SFHOT Case Managers and Outreach Workers must have flexibility and capacity to activate Emergency Response Teams within 24 hours of HSH activating an emergency protocol.

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

A. Explain why civil service classes are not applicable.

Due to fluctuations in the availability of funding sources and funding amounts, it is impractical to create new civil service classes the various funding sources including grant funding, annual renewal of dollars is not guaranteed and may fluctuate. Services require specialized skills including expertise and experience working with and providing case management and outreach services to individuals experiencing chronic homelessness and the service provider must have the capacity to activate Emergency Response Teams within 24 hours of HSH activating an emergency activation protocol. SFHOT Case Managers are cross trained in case management services and outreach services as they also provide outreach services in the community. Individuals served through SFHOT services will be more responsive and more likely to utilize services if the program is administered by familiar and trusted community-based organizations.

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 funding sources vary and renewal of dollars is not guaranteed and may fluctuate. Additionally, SFHOT Case Managers and Outreach Workers require specialized skills and capacity to activate Emergency Response Teams within 24 hours and must be cross trained to best serve the community.

**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. None. There are no Civil Service Classifications that have the qualifications listed to 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 07/19/2023, the Department notified the following employee organizations of this PSC/RFP request:  
SEIU Local 1021

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

Name: Monique Colon Phone: 4153555230 Email: monique.colon@sfgov.org

Address: 440 Turk Street San Francisco, CA 94012

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 42873 - 23/24

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 10/16/2023

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

**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [monique.colon@sfgov.org](mailto:monique.colon@sfgov.org)  
**To:** Colon, Monique (HOM); [SF-DHR-Info@seiu1021.org](mailto:SF-DHR-Info@seiu1021.org); [max.porter@seiu1021.org](mailto:max.porter@seiu1021.org); Jason Klumb; Laxamana, Junko (DBI); [sarah.wilson@seiu1021.org](mailto:sarah.wilson@seiu1021.org); Thomas Vitale; [Ricardo.lopez@sfgov.org](mailto:Ricardo.lopez@sfgov.org); [Kbasconcillo@sfgwater.org](mailto:Kbasconcillo@sfgwater.org); [Sandeep.lal@seiu1021.me](mailto:Sandeep.lal@seiu1021.me); [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); [leah.berlanga@seiu1021.org](mailto:leah.berlanga@seiu1021.org); [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); Garcia, Rachel (HOM); [DHR-PSCCoordinator, DHR \(HRD\)](mailto:DHR-PSCCoordinator.DHR@HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 42873 - 23/24  
**Date:** Wednesday, July 19, 2023 5:32:15 PM

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RECEIPT for Union Notification for PSC 42873 - 23/24 more than \$100k

The DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING -- HOM has submitted a request for a Personal Services Contract (PSC) 42873 - 23/24 for \$44,000,000 for Initial Request services for the period 12/01/2023 – 11/30/2028. 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/21118> 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 # 2000-03/04)

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

Type of Service: Supportive Housing & Property Management Services Residential

Funding Source: Federal State and General Fund

PSC Original Approved Amount: \$51,875,000 PSC Original Approved Duration: 07/01/04 - 06/30/09 (5 years)

PSC Mod#1 Amount: \$75,125,000 PSC Mod#1 Duration: 07/01/07-06/30/12 (3 years 1 day)

PSC Mod#2 Amount: no amount added PSC Mod#2 Duration: 07/01/12-06/30/13 (1 year)

PSC Mod#3 Amount: no amount added PSC Mod#3 Duration: 07/01/13-06/30/16 (3 years 1 day)

PSC Mod#4 Amount: \$130,000,000 PSC Mod#4 Duration: 07/01/16-06/30/21 (5 years 1 day)

PSC Mod#5 Amount: \$128,000,000 PSC Mod#5 Duration: no duration added

PSC Mod#6 Amount: \$199,455,360 PSC Mod#6 Duration: 07/01/21-06/30/26 (5 years 1 day)

PSC Cumulative Amount Proposed: \$584,455,360 PSC Cumulative Duration Proposed: 22 years 4 days

**1. Description of Work**

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

Contractor and partner agencies will work together to provide supportive housing services, including property management services for chronically homeless adults in San Francisco. Contractor will be responsible for property management and/or support services at various multi residential sites in targeted neighborhoods. This PSC is for \$10,375,000 per year for the next five years and reflects increased grant funds from Federal and State agencies, compared to the previous PSC.

**Scope Change**

Contractors and partner agencies provide supportive housing services, including property management and fiscal management services, for the chronically homeless or individuals at risk of becoming homeless and individuals affected by HIV/AIDS. Contractors are responsible for property management, fiscal management, and/or support services at various multi-unit residential sites in targeted neighborhoods as well as street based assistance. Fiscal management and support services may include rental ssubsidies, case management, transitional housing, outreach, program management, assisted housing services, and emergency housing services.

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

This service will provide affordable transitional and permanent housing and comprehensive on-site social services to the chronically homeless of San Francisco. Denial will result in a lack of affordable

housing units and the absence of comprehensive social services, thereby severely hampering the clients' ability to stabilize their lives and will result in increased inappropriate use of high-end emergency services, such as Psychiatric Emergency Services at SFGH.

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

Yes.

D. Will the contract(s) be renewed?

Yes, if funding is available.

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

The Department of Public Health expects the need for services to continue.

## 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:

This service will provide affordable transitional and permanent housing and comprehensive on-site social services to the chronically homeless of San Francisco. Denial will result in a lack of affordable housing units and the absence of comprehensive social services, thereby severely hampering the clients' ability to stabilize their lives and will result in increased inappropriate use of high-end emergency services, such as Psychiatric Emergency Services at SFGH.

B. Reason for the request for modification:

To extend the duration of the PSC by 5 years, to cover continuation of services to the Department of Homelessness and Supportive Housing for an additional two years, and services to the Department of Public Health for an additional five years.

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

A. Specify required skills and/or expertise: Proven track record in the provision of supportive services in a residential setting. Experience in providing service to chronically homeless individuals and/or individuals with special needs. Proven ability to successfully enter into and manage collaborative efforts with client advocates, community based organizations and providers of medical, nursing, mental health, substance abuse and other services. Proven experience in successfully managing properties, especially multi-unit buildings.

B. Which, if any, civil service class(es) normally perform(s) this work? 2720, Janitorial Services Supervisor; 2910, Social Worker; 2914, Social Work Supervisor;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. Contractor will master-lease multi-unit residential properties.

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

Not Applicable

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

- A. Explain why civil service classes are not applicable.  
due to the timeline and comprehensive nature of the services, which will be provided under this program, civil service classifications are not applicable. In addition, clients or potential clients that will be served by the program will respond to and utilize the services if the program is admisitered by familiar and trusted community based organizations.
- 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 experience in operating supportive housing programs as well as experience with collaborative efforts is critical to the overall success of the program. Further, the community-based contracts which the providers will bring to the program will aid in the acceptance of treatment modalities for the target

**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.
- 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.  
various

**7. Union Notification:** On 05/21/21, the Department notified the following employee organizations of this PSC/RFP request:  
SEIU 1021 Miscellaneous;

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

Name: Phone: Email: arlene.lee@sfdph.org

Address: 101 Grove Room 402, San Francisco, CA

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 2000-03/04

DHR Analysis/Recommendation:

Commission Approval Required

10/04/2021 DHR Approved for 10/04/2021

10/04/2021

Approved by Civil Service Commission

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: MUNICIPAL TRANSPORTATION AGENCY -- MTA

Dept. Code: MTA

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

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

Type of Service: Automated Fare Control Equipment Maintenance

Funding Source: Operating Funds

PSC Duration: 5 years 1 day

PSC Amount: \$5,076,681

**1. Description of Work**

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

The San Francisco Municipal Transportation Agency (SFMTA) seeks a contractor to provide maintenance and repair services for the Automated Fare Collection (AFC) equipment at its metro rail subway stations.

AFC equipment consists of Ticket Vending Machine (TVM), Reversible Fare Gates, Station Agent Gates, and Station Operations Control Unit. Hardware maintenance must include maintenance strategy; corrective maintenance; preventive maintenance; configuration monitoring to comply and communicate with NextFare software; spare inventory; systems monitoring; and Maintenance Help Desk (METRIX) implementation and management. The contractor will also be required to submit weekly maintenance reports as outlined by SFMTA. The contractor, per the agreed schedule and timeline, is responsible to train SFMTA personnel for First Line Maintenance tasks of TVM's and Fare Gates, work that was previously done by Cubic personnel under contract with the Metropolitan Transportation Commission.

The contractor is also required to maintain an agreed-upon service level availability and response and repair time. If repair services are out of scope, upon authorization by SFMTA for work, the contractor is responsible to provide necessary personnel, support equipment, and all tools and materials.

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

This service is necessary for Muni customers to purchase fare tickets at TVM's to ride Muni subways and to enter rail stations through fare gates. The service also enables SFMTA to collect monies from TVM's and manage rail stations for fare collection through entry points. In the absence of this service, customers who need Limited Use (LU) tickets or add value to Clipper will not be able to purchase fare tickets to ride the subway. When fare gates or any unit to control fare gates fail to let riders in and out of the stations, customers will face delays or try to force their entry/exit, further damaging equipment. Non-functioning TVM's and fare gates cause inconvenience and detract from the reliable service SFMTA aims to provide to its transit riders. Perception of unreliable service ultimately has the potential of driving away customers, thus reducing revenue for SFMTA to cover its operating costs. More importantly, it also takes away from the agency's strategic goals to "make transit and other sustainable modes of transportation the most attractive and preferred means of travel" and to "improve the quality of life and environment in San Francisco and the region."

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

The service is currently provided under a contract between the San Francisco Municipal Transportation Agency (SFMTA) and the vendor. The current agreement is expiring, and in order for first-line maintenance tasks to continue to be performed by Senior Fare Collection Receivers (Class 9116), it is necessary they can receive second- and third-line maintenance support from the vendor

D. Will the contract(s) be renewed?

The term of the contract will be three years, with two additional one-year options. The total amount included represents the initial term, plus extension.

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

The need for ongoing support and maintenance of this equipment is anticipated for a minimum of 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 SFMTA is unable to provide the level of maintenance required in the scope of services due to the proprietary nature of the system. As part of this contract, however, the SFMTA will be absorbing the first-line maintenance support within the Revenue Operations Section.

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

A. Specify required skills and/or expertise: Required skills include engineering knowledge of proprietary Cubic Transportation Systems' software and hardware systems for TVM's and Fare Gates.

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

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

The agency and the City do not have the capacity or the resources with technical knowledge to maintain and repair TVM's and Fare Gates, which are proprietary equipment and systems. In order to bring some functionalities in-house, this agreement will require the Contractor to provide ongoing training to Senior Fare Collection Receivers for many First Line Maintenance functionalities that require basic technical skills and knowledge of current TVM's and Fare Gates.

**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 Civil Service class exists in the City with technical engineering knowledge of current TVM's and Fare Gates, which are proprietary equipment and systems of Cubic Transportation Systems.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. It would not be practical to adopt a new civil service as hardware and software components of TVM's and Fare Gates are proprietary equipment and systems of Cubic Transportation Systems

**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 staff in the) 9116 Senior Fare Collections Receiver classification to perform First Line Maintenance. This training covers how to perform minor maintenance tasks like clearing jams, re-stocking supplies, and light preventative maintenance. 4 hours of classroom training and an additional 160 hours of field training will be provided for each new staff member.

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

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

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

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

**7. Union Notification:** On 07/12/2023, 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: Amy NUQUE Phone: 415-646-2802 Email: amy.nuque@sfmta.com

Address: San Francisco Municipal Transportation Agency San Francisco, CA 94103

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 47796 - 23/24

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 10/16/2023



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

## Nuque, Amy

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**From:** dhr-psccordinator@sfgov.org on behalf of amy.nuque@sfmta.com  
**Sent:** Wednesday, July 12, 2023 12:07 AM  
**To:** Nuque, Amy; 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; sbabaria@cirseiu.org; andrea@sfmea.com; Camaguey@sfmea.com; Camaguey@sfmea.com; cpark@local39.org; cpark@local39.org; khughes@ibew6.org; ewallace@ifpte21.org; ewallace@ifpte21.org; plangrooferslocal40@gmail.com; rooferslocal40@gmail.com; seichenberger@local39.org; dtuttle@oe3.org; dtubble@oe3.org; pkim@ifpte21.org; najuawanda.daniels@seiu1021.org; pking@uapd.com; president@sanfranciscodsa.com; max.porter@seiu1021.org; kennethlomba@gmail.com; snaranjo@cirseiu.org; mdennis@twusf.org; rmarenco@twusf.org; Pete Wilson - Union 250A VP; cmoyer@nccrc.org; noah.frigault@sfgov.org; sfdpoa@icloud.com; Mjayne@iam1414.org; Emanuel, Rachel (DEM); laborers261@gmail.com; junko.laxamana@sfgov.org; jennifer.esteen@seiu1021.org; emathurin@cirseiu.org; abush@cirseiu.org; sbabaria@cirseiu.org; anthony@dc16.us; mlobre@sfpoa.org; @sfpoa.org; tracym@sfpoa.org; mleach@ibt856.org; rooferslocal40@gmail.com; sal@local16.org; Criss@sfmea.com; Julie.Meyers@sfgov.org; seichenberger@local39.org; jason.klumb@seiu1021.org; Camaguey@sfmea.com; ablood@cirseiu.org; kcartermartinez@cirseiu.org; ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; sarah.wilson@seiu1021.org; kschumacher@ifpte21.org; kpage@ifpte21.org; tjenkins@uapd.com; eerbach@ifpte21.org; tmathews@ifpte21.org; amakayan@ifpte21.org; jb@local16.org; Ricardo.lopez@sfgov.org; Kbasconcillo@sflower.org; Sandeep.lal@seiu1021.me; pcamarillo\_seiu@sbcglobal.net; MRainsford@local39.org; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; pkim@ifpte21.org; agonzalez@iam1414.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; gail@sffdlocal798.org; cityworker@sfcwu.org; davidmkersten@gmail.com; djohnson@opcmialocal300.org; ramonliuna261@gmail.com; ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org; xiumin.li@seiu1021.org; Sin.Yee.Poon@sfgov.org; smcgarry@nccrc.org; rmitchell@twusf.org; grojo@local39.org; jduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org; L21PSCReview@ifpte21.org; sfsmsa@gmail.com; bart@dc16.us; david.canham@seiu1021.org; jtanner940@aol.com; oashworth@ibew6.org; L21PSCReview@ifpte21.org; laborers261@gmail.com; local200twu; speedy4864@aol.com; Christina@sfmea.com; ecdemvoter@aol.com; thomas.vitale@seiu1021.org; Nuque, Amy; dhr-psccordinator@sfgov.org  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 47796 - 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 47796 - 23/24 more than \$100k

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a request for a Personal Services Contract (PSC) 47796 - 23/24 for \$5,076,681 for Initial Request services for the period 02/01/2024 – 01/31/2029. Notification of

30

days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/21087> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions

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

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

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION -- PUC

Dept. Code: PUC

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

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

Type of Service: Professional Energy Engineering Services Consulting Services

Funding Source: SFPUC Infrastructure Project Funds

PSC Duration: 5 years

PSC Amount: \$16,000,000

**1. Description of Work**

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

The consultant will perform detailed analyses of facility energy use patterns and provide specialized energy efficiency retrofit recommendations and cost benefit analysis for heating, ventilation, and air conditioning (HVAC), building controls, lighting retrofits, and fuel-switching for building electrification. Consultant will support retrofit implementation with specialized design, performance specifications, and construction support services, along with project commissioning, benchmarking, building retro-commissioning, LEED Certification, energy system training, and measurement and verification services. Consultant also will provide city design teams with "better than code" design recommendations to incorporate energy efficiency into new construction and major renovations of municipal buildings, water/wastewater facilities and other City facilities. The consultant also will provide technical support for developing and managing new energy efficiency programs, along with financial analysis, environmental services, and guidance of new and emerging energy technologies.

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

This contract is necessary to provide specialized energy efficiency industry knowledge, skills, and equipment that cannot be provided by City staff. Denial of services would prevent cost effective energy efficiency projects and the associated energy savings from being achieved for municipal departments, City facilities, and other Hetch Hetchy Power 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.

Currently these services are being provided under the As-Needed Professional Energy Engineering Consulting Services contract (PRO.0106) which will expire on May 01, 2024. Past contracts include CS193 which expired January 2019 and CS812 which expired in October 2013.

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 of the contract will be five (5) years as that is the maximum amount of time allotted for an As-Needed professional services contract as stated in Chapter 6, Section 6.6.4 As-Needed Contracts, in the City and County of San Francisco Administrative Code.

**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).
- 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:

The consultant services will support energy efficiency projects and programs for the SFPUC. These initiatives required expertise with diverse, emerging technologies and building types to improve energy efficiency of new and existing buildings. The specific expertise needed varies by facility type and project phases over multiple years. Funding for these initiatives has varied over the years and is subject to internal and external budget constraints.

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

- A. Specify required skills and/or expertise: The consulting firms require extensive experience in conducting technical energy audits of existing buildings; preparing specialized energy related design and performance specifications; utility scale energy efficiency program design; computerized energy modeling of buildings; design of buildings that exceed Title 24 requirements; and evaluation of emerging energy technologies.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5207, Assoc Engineer; 5241, Engineer; 5601, Utility Analyst; 5602, Utility Specialist;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, the consultant will provide equipment and/or software not currently possessed by the City for testing building energy systems equipment and for performing computer modeling analysis.

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

The field of energy efficiency is very specialized. The City has limited staff with the specific skillsets and are not available to meet our intermittent and short-term project and scheduling demands. Other City departments have used our current contract for their building commissioning requirements.

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

- A. Explain why civil service classes are not applicable.  
Civil service classes are not applicable because consultant scope is specialized engineering services and requires specialized skills and training in design and modeling of building systems, energy efficiency technologies, and energy related strategies for buildings. These services normally require expertise from a team of specialists to fill the broad range of disciplines. Civil service classes are not specifically required to have the type of experience and expertise to be able to fulfill the scope of work under this contract. For this PSC, the SFPUC is seeking specialized expertise on a very limited, as needed basis, rather than on a consistent fulltime basis. SFPUC Power continually evaluates its workforce capacity and employment demands and has added additional staff over the past several years. SFPUC Power will continue its efforts to be inclusive of City staff wherever possible, including continued on-the-job training, development, and side-by-side work opportunities with industry leading experts and consultants.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, the services provided by this contract are varied and broad with any one skill required only on an intermittent basis (dependent upon many changing factors such as facility type, schedule of new construction projects, and future funding). This variability makes employment by Civil Service personnel impractical. The variety of specialized knowledge required would likely not be possessed by any single classification as many years of training and experience in each specialty are normally required to attain the level of requisite 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.  
Yes. Yes, the contractor is expected to train City and County employees in Energy Modeling, Energy Analysis, Building Optimization, Operation and Maintenance (O&M). Budgeted Training Hours:160 hours are estimated for training services. Staff Receiving Training: Utility Analysts, Utility Specialists, Engineers, Facility Engineers, among others may be provided 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 08/10/2023, the Department notified the following employee organizations of this PSC/RFP request:  
Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21

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

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

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

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 40334 - 23/24

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 10/16/2023

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

**From:** [dhrrpscordinator@sfgov.org](mailto:dhrrpscordinator@sfgov.org) on behalf of [shale@swater.org](mailto:shale@swater.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 # 40334 - 23/24  
**Date:** Thursday, August 10, 2023 9:37:17 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 40334 - 23/24 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 40334 - 23/24 for \$16,000,000 for Initial Request services for the period 04/15/2024 – 04/14/2029. 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/dhrrupal/node/21237> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT

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



PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW

Dept. Code: DPW

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

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

Type of Service: Street Tree Light Detection and Ranging (LiDAR) Survey

Funding Source: Local funding (General fund set-aside)

PSC Amount: \$1,900,000

PSC Est. Start Date: 09/26/2023

PSC Est. End Date 09/27/2032

**1. Description of Work**

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

The contract seeks licenses for a cloud-based software solution that will provide Public Works users with the ability to view three-dimensional models of street trees in San Francisco (expected to cost approximately \$729,000) in addition to integration and configuration services to better connect the data with the department's existing street tree database application and dataset (expected to cost approximately \$47,000). Integration services are necessary to match asset IDs between the legacy Public Works Tree Database and the street tree LiDAR survey dataset associated with this solicitation. These integration services are expected to be completed twice over the contract's four-year duration. Configuration services are required to configure the LiDAR survey data platform procured in this solicitation to allow Public Works applications to link directly to a specified LiDAR survey tree asset. This configuration work is expected to be completed once at the beginning of the contract.

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

The department's current street tree inventory dataset is primarily constructed from an in-person street tree census performed by a City vendor in 2016 and various in-person inspections that have been performed by Public Works staff in the meantime. The current inventory dataset includes location data and a small number of tree measurements, but the accuracy, breadth, and recency of these data vary significantly. This service is necessary for Public Works to ensure effective and efficient delivery of BUF's StreetTreeSF program. Denial of this item would result in unnecessary costs and risks associated with inefficient allocation of resources due to outdated street tree asset information and would remove an opportunity for savings due to potential reductions in street tree mortality and associated costs.

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

No, this service has not been provided in the past.

D. Will the contract(s) be renewed?

Yes, should there be a need for Public Works to extend the contract resulting from this solicitation.

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

PSC duration is more than 5 years to account for time needed to solicit, negotiate, award contract and potential amendments for the resulting contract. The contract will have an initial duration of four years with option to extend for up to four additional 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:

In the short term, the department requires resources that are particularly familiar with the implementation, configuration, and integration of the selected software product. Expertise and knowledge of the street tree data associated with this project will be needed to match newly-identified street tree assets with those in legacy datasets.

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

A. Specify required skills and/or expertise: The selected contractor will need to have experience with implementing and operating a cloud-based software product for displaying three-dimensional models of street trees as well as conducting LiDAR scans needed to gather that data. The selected contractor will need experience with surveying public sector infrastructure assets and implementations of street tree management solutions.

B. Which, if any, civil service class(es) normally perform(s) this work? 1041, IS Engineer-Assistant; 1042, IS Engineer-Journey; 1043, IS Engineer-Senior; 1051, IS Business Analyst-Assistant; 1052, IS Business Analyst; 1053, IS Business Analyst-Senior;

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

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

Public Works does not have internally the available expertise or resources to provide the services required for this engagement. The department has previously consulted with the Office of Contract Administration regarding the procurement of these software licenses and services through the Technology Marketplace. Ultimately, however, the Technology Marketplace option was not cost effective for the City.

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

A. Explain why civil service classes are not applicable.

We are not aware of any City civil service staff that have the product and domain expertise needed to provide the services required for this engagement.

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. Most work is expected to occur in years one and three, supporting the initial configuration, initial matching of surveyed trees with legacy data, and refreshing street tree inventory LiDAR data. The 105X and 104X series could be appropriate for developing ongoing integrations with existing systems. However, we are not aware of any City Civil Service staff that have the product and domain expertise needed to provide the services required for this engagement.

**6. Additional Information**

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
Yes. Approximately eighteen employees will receive training on use of the software product (approximately 4 hours). These employees will be a mix of 3400 series, 0900 series, and 1050 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 08/03/2023, 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: 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# 48767 - 23/24

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 10/16/2023

# **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 \(DBI\); 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; Macaranas, Belle \(DPW\); DHR-PSCCoordinator, DHR \(HRD\)](mailto:Burns, Alexander (DPW); 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; Macaranas, Belle (DPW); DHR-PSCCoordinator, DHR (HRD)@ifpte21.org)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 48767 - 23/24  
**Date:** Thursday, August 03, 2023 10:55:15 AM

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RECEIPT for Union Notification for PSC 48767 - 23/24 more than \$100k

The GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW has submitted a request for a Personal Services Contract (PSC) 48767 - 23/24 for \$1,900,000 for Initial Request services for the period 09/26/2023 – 09/27/2032. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/21126> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT

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

# **Modification**

## **Personal Services Contracts**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH

Dept. Code: DPH

Type of Request:  Initial  Modification of an existing PSC (PSC # 41698 - 19/20)

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

Type of Service: Various Software Licensing, Maintenance, and related services

Funding Source: General Fund, federal and State funds

PSC Original Approved Amount: \$10,000,000 PSC Original Approved Duration: 12/01/19 - 12/31/24 (5 years 4 weeks)

PSC Mod#1 Amount: \$4,800,000 PSC Mod#1 Duration: 07/01/21-06/01/27 (2 years 21 weeks)

PSC Mod#2 Amount: \$5,000,000 PSC Mod#2 Duration: 12/17/21-12/31/31 (4 years 30 weeks)

PSC Mod#3 Amount: \$9,500,000 PSC Mod#3 Duration: 02/01/23-12/31/35 (4 years 1 day)

PSC Mod#4 Amount: \$10,000,000 PSC Mod#4 Duration: no duration added

PSC Cumulative Amount Proposed: \$39,300,000 PSC Cumulative Duration Proposed: 16 years 4 weeks

**1. Description of Work**

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

The contractor(s) will be used on an as-needed basis to maintain and enhance existing applications used in various functional areas within the Department. Functional areas shall include both clinical and non-clinical areas, such as services supporting an integrated communicable disease data system, SharePoint development services, archiving and data management, data warehouse(s), laboratory information, connected diagnostic, financial analysis and eligibility, access to proprietary online databases, clinical and financial bench marking tools, and pharmaceutical systems. The value of this request covers estimated costs for licensing, maintenance, and related professional services such as training and consultation.

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

These services are necessary in order to maintain existing legacy applications and to provide enhancements as needed to such systems in order to maintain their effectiveness and achieve full functionality. The Department has established both clinical and operational workflows around these systems, and denial of this request would result in inefficiencies and impaired response capacity, lessening the quality of services provided.

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 41698 - 19/20

D. Will the contract(s) be renewed?

As needed and as funding is available.

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

The Department has a continued need for the services.

**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:

These services are utilized intermittently and as needed, and deal with proprietary products that are already developed and available for commercial use. The services are necessary in order to maintain existing legacy

applications and provide enhancements as needed to such systems in order to maintain their effectiveness and to achieve full functionality.

B. Reason for the request for modification:

Increase the amount to account for additional software applications that need to be maintained and supported by the manufacturer such as systems used in the operating room to provide care to patients with brain trauma and similar conditions, biomedical sterilization equipment, cardiac support systems such as defibrillators and pumps, ophthalmological systems, and specialized radiology transcription applications.

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

A. Specify required skills and/or expertise: Contractor(s) must have a commercially available product in the relevant field, and sufficient resources to provide implementation and development services and ongoing support, including guarantees that the application meets minimum performance standards.

B. Which, if any, civil service class(es) normally perform(s) this work? 1022, IS Administrator 2; 1023, IS Administrator 3; 1024, IS Administrator-Supervisor; 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; 1070, IS Project Director; 1824, Pr Administrative Analyst; 5502, Project Manager 1; 5504, Project Manager 2; 5506, Project Manager 3; 5508, Project Manager 4;

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

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

Civil Service classes are not applicable because these are proprietary products requiring services which include technical components beyond the scope of expertise of in-house staff to develop within quality parameters. Civil service staff will provide connectivity to the application and monitor connectivity issues at both the desktop and network levels.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: Services are intermittent and as-needed, and deal with proprietary products that are already developed and available for commercial use. Civil service staff will work with contractor(s) to obtain knowledge necessary for day-to-day use and upkeep of applications. Staff will also have the ongoing opportunity to gain insight and knowledge of current best practices for public health data system applications through their interactions with contractor and their product.

**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.

Specific training in the use and operation of specific software solutions and business process improvements will be provided if the project requires such training. City staff will have the opportunity to learn industry best practices in a given field and the use of new applications. Employees who may receive training would be varied depending on the specific project, and could include the IS Engineer series 1042, 1043, 1052, 1053, and 1054; Medical Records Clerk 2210; Project Managers series 5502, 5504, 5506, and 5508; Administrative Analyst 1824; and Manager classifications 0923 and 0931.

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 09/06/23, the Department notified the following employee organizations of this PSC/RFP request:  
Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21;

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

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

Address: 1380 Howard Street, 4th Floor, San Francisco, CA 94103

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 41698 - 19/20

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 10/16/2023

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

## Receipt of Modification Request to PSC # 41698 - 19/20 - MODIFICATIONS

dhr-psccordinator@sfgov.org

on behalf of

kelly.hiramoto@sfdph.org

Wed 9/6/2023 3:15 PM

To:Hiramoto, Kelly (DPH) <kelly.hiramoto@sfdph.org>;Laxamana, Junko (DBI) <Junko.Laxamana@sfgov.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>;Li, Joanna (DPH) <joanna.li@sfdph.org>;DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>

PSC RECEIPT of Modification notification sent to Unions and DHR

The PUBLIC HEALTH -- DPH has submitted a modification request for a Personal Services Contract (PSC) for \$10,000,000 for services for the period October 3, 2023 – December 31, 2035. 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/16219>

Email sent to the following addresses: L21PSCReview@ifpte21.org  
amakayan@ifpte21.org kschumacher@ifpte21.org tmathews@ifpte21.org  
wendywong26@yahoo.com WendyWong26@yahoo.com ewallace@ifpte21.org  
agarza@ifpte21.org mweirick@ifpte21.org jharding@ifpte21.org  
kdavis@ifpte21.org  
junko.laxamana@sfgov.org

# **Additional Attachment(s)**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH

Dept. Code: DPH

Type of Request:  Initial  Modification of an existing PSC (PSC # 41698 - 19/20)

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

Type of Service: Various Software Licensing, Maintenance, and related services

Funding Source: General Fund, federal and State funds

PSC Original Approved Amount: \$10,000,000 PSC Original Approved Duration: 12/01/19 - 12/31/24 (5 years 4 weeks)

PSC Mod#1 Amount: \$4,800,000 PSC Mod#1 Duration: 07/01/21-06/01/27 (2 years 21 weeks)

PSC Mod#2 Amount: \$5,000,000 PSC Mod#2 Duration: 12/17/21-12/31/31 (4 years 30 weeks)

PSC Mod#3 Amount: \$9,500,000 PSC Mod#3 Duration: 02/01/23-12/31/35 (4 years 1 day)

PSC Cumulative Amount Proposed: \$29,300,000 PSC Cumulative Duration Proposed: 16 years 4 weeks

**1. Description of Work**

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

The contractor(s) will be used on an as-needed basis to maintain and enhance existing applications used in various functional areas within the Department. Functional areas shall include both clinical and non-clinical areas, such as services supporting an integrated communicable disease data system, SharePoint development services, archiving and data management, data warehouse(s), laboratory information, connected diagnostic, financial analysis and eligibility, access to proprietary online databases, clinical and financial bench marking tools, and pharmaceutical systems. The value of this request covers estimated costs for licensing, maintenance, and related professional services such as training and consultation.

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

These services are necessary in order to maintain existing legacy applications and to provide enhancements as needed to such systems in order to maintain their effectiveness and achieve full functionality. The Department has established both clinical and operational workflows around these systems, and denial of this request would result in inefficiencies and impaired response capacity, lessening the quality of services provided.

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 41698 - 19/20

D. Will the contract(s) be renewed?

As needed and as funding is available.

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

The Department has a continued need for the services previously approved by the Commission under the same scope.

**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:

These services are utilized intermittently and as needed, and deal with proprietary products that are already developed and available for commercial use. The services are necessary in order to maintain existing legacy

applications and provide enhancements as needed to such systems in order to maintain their effectiveness and to achieve full functionality.

B. Reason for the request for modification:

To increase the duration and amount of the PSC in order to include support and maintenance services of several ongoing applications such as the department-wide patient experience application, clinical applications in support of biomedical devices, financial support applications, and legacy data and imaging storage applications.

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

A. Specify required skills and/or expertise: Contractor(s) must have a commercially available product in the relevant field, and sufficient resources to provide implementation and development services and ongoing support, including guarantees that the application meets minimum performance standards.

B. Which, if any, civil service class(es) normally perform(s) this work? 1022, IS Administrator 2; 1023, IS Administrator 3; 1024, IS Administrator-Supervisor; 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; 1070, IS Project Director; 1824, Pr Administrative Analyst; 5502, Project Manager 1; 5504, Project Manager 2; 5506, Project Manager 3; 5508, Project Manager 4;

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

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

Civil Service classes are not applicable because these are proprietary products requiring services which include technical components beyond the scope of expertise of in-house staff to develop within quality parameters. Civil service staff will provide connectivity to the application and monitor connectivity issues at both the desktop and network levels.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: Services are intermittent and as-needed, and deal with proprietary products that are already developed and available for commercial use. Civil service staff will work with contractor(s) to obtain knowledge necessary for day-to-day use and upkeep of applications. Staff will also have the ongoing opportunity to gain insight and knowledge of current best practices for public health data system applications through their interactions with contractor and their product.

**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.

Specific training in the use and operation of specific software solutions and business process improvements will be provided if the project requires such training. City staff will have the opportunity to learn industry best practices in a given field and the use of new applications. Employees who may receive training would be varied depending on the specific project, and could include the IS Engineer series 1042, 1043, 1052, 1053, and 1054; Medical Records Clerk 2210; Project Managers series 5502, 5504, 5506, and 5508; Administrative Analyst 1824; and Manager classifications 0923 and 0931.

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 02/01/23, the Department notified the following employee organizations of this PSC/RFP request:  
Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21;

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

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

Address: 1380 Howard Street, 4th Floor, San Francisco, CA 94103

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 41698 - 19/20

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 02/15/2023



# CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

*Sent Via Electronic Mail*

February 10, 2022

## NOTICE OF CIVIL SERVICE COMMISSION ACTION

**SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACTS 48816-21/22; 48765-21/22; 49900-21/22; 43810-21/22; 48611-21/22; 41923-21/22; 44923-21/22; 40680-21/22; 42459-21/22; 41039-21/22; 43677-21/22; 49277-21/22; 49451-21/22; 41734-21/22; 44735-21/22; 45357-21/22; 45910-21/22; 47589-21/22; 47657-21/22; 48330-21/22; 48868-21/22; 49296-21/22; 45627-21/22; 41562-21/22; 42966-21/22; 45682-16/17; 41787-20/21; 47215-20/21; 47858-17/18; AND 41698-19/20.**

At its meeting on **February 7, 2022**, the Civil Service Commission had for its consideration the above matter.

The Civil Service Commission:

1. PSC #48816-21/22 from the Airport was approved.
2. PSC #44923-21/22 from the Fire Department was approved.
3. PSC #47589-21/22 from the Public Utilities Commission was approved.
4. PSC # 45627-21/22 from the Department of Technology was approved with the condition to report back to the Commission on year four (4) and eight (8).
5. PSC #41562-21/22 from the Municipal Transportation Agency was approved with the condition to report back to the Commission on year five (5) and ten (10).
6. Adopted the report. Approved the remaining request for proposed Personal Services Contract; Notify the Office of the Controller and the Office of Contract Administration.

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

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

CIVIL SERVICE COMMISSION

/s/

SANDRA ENG  
Executive Officer

Attachments

Cc: Cynthia Avakian, Airport  
Alexander Burns, Department of Public Works  
Thomas Chen, Department of Emergency Management  
Johanna Gendelman, Human Services Agency  
Jolie Gines, Technology  
Shawndrea Hale, Public Utilities Commission  
Kelly Hiramoto, Department of Public Health  
David Kashani, Environment  
Joyce Kimotsuki, Office of the Controller  
Daniel Kwon, Public Utilities Commission  
William Lee, Department of Emergency Management  
Amy Nuque, Municipal Transportation Agency  
Elaine Walters, Fire Department  
Genie Wong, Police Department  
Esperanza Zapien, Human Services Agency  
Commission File  
Chron



# Posting For February 07, 2022

## Proposed to Personal Services Contracts -- MODIFICATIONS

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
45682 - 16/17 - MODIFICATIONS	February 7, 2022	GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW	\$500,000	\$18,500,000	Provide resident engineers, field engineers, inspectors, specialty engineers, office engineers, scheduling engineers, public outreach staff, construction management support, field office administrative staff, and supplemental construction services for various types of engineering work on an as-needed basis and other as-needed services to be determined.	07/01/2017	06/30/2023	REGULAR
41787 - 20/21 - MODIFICATIONS	February 7, 2022	HUMAN SERVICES -- DSS	\$70,000	\$445,000	Consultant services are required to conduct and prepare the 2022 Dignity Fund Community Needs Assessment. This assessment will help the Department of Disability and Aging Services (DAS) to understand current community needs, identify equity concerns and service gaps, and develop recommendations to address these issues. This information will be used in the following year to support a	08/01/2021	05/31/2024	REGULAR

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
47215 - 20/21 - MODIFICATIONS	February 7, 2022	MUNICIPAL TRANSPORTATION AGENCY -- MTA	\$4,800,000	\$6,000,000	Service and Allocation Plan that outlines how the Fund will be allocated strategically to address community needs and strengthen the city's aging and disability service network. As outlined and required by the City charter, this project must be conducted and completed in FY 2021-22.  Contractor will provide 24-hour, 7 days a week as-needed roadside assistance and/or towing services for San Francisco Municipal Transportation Agency (SFMTA's) rubber tire revenue vehicles, to include diesel, electric, and electric buses and trolleys.	03/01/2022	02/28/2027	REGULAR
47858 - 17/18 - MODIFICATIONS	February 7, 2022	POLICE -- POL	\$1,000,000	\$2,880,000	The contractor will independently monitor and report on the San Francisco Police Department's (SFPD) Reform process, a task previously conducted by a consulting firm under contract with the United States Department of Justice (US DOJ). The US DOJ cancelled the program that was providing this service to the SFPD.	01/01/2022	12/31/2024	REGULAR

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
41698 - 19/20 - MODIFICATIONS	February 7, 2022	PUBLIC HEALTH -- DPH	\$5,000,000	\$19,800,000	Therefore, the SFPD needs to continue the work through contracting.  The contractor(s) will be used on an as-needed basis to maintain and enhance existing applications used in various functional areas within the Department. Functional areas shall include both clinical and non-clinical areas, such as services supporting an integrated communicable disease data system, SharePoint development services, archiving and data management, data warehouse(s), laboratory information, connected diagnostic, financial analysis and eligibility, access to proprietary online databases, clinical and financial benchmarking tools, and pharmaceutical systems. The value of this request covers estimated costs for licensing, maintenance, and related professional services such as training and consultation.	12/17/2021	12/31/2031	REGULAR

**TOTAL AMOUNT \$11,370,000**