



London Breed  
Mayor

Micki Callahan  
Human Resources Director

Date: January 18, 2019

To: The Honorable Civil Service Commission

Through: Micki Callahan  
Human Resources Director *Micki Callahan*

From: Melissa Ng/Joyce Kimotsuki, CON  
William Lee, DEM  
Kate Howard, DHR  
Shamica Jackson/Bill Irwin, PUC  
Jacquie Hale, DPH  
Monique Colon, HOM  
Joan Lubamersky, ADM  
Deborah Gill, CPC  
Alexander Burns, DPW  
Elena Baranoff, JUV  
Kevin R. Quan, ART

Subject: **Personal Services Contracts Approval Request**

This report contains eighteen (18) 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 to date:

Total of this Report	YTD Expedited Approvals FY2018-2019	Total for FY2018-2019
\$109,508,450	\$215,482,037	\$987,669,956

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

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**POSTING FOR****February 04, 2019****PROPOSED PERSONAL SERVICES CONTRACTS – REGULAR****Commission Hearing Date**

2019-02-04

**APPLY**

<b>PSC No</b>	<b>Dept Designation</b>	<b>PSC Amount</b>	<b>Description of Work</b>	<b>PSC Estimated Start Date</b>	<b>PSC Estimated End Date</b>	<b>Type of Approval</b>
40056 - 18/19	CONTROLLER	\$300,000.00	Provide technical writing, editing, and reporting services for the Controller's Office. Services include Technical Writing and Electronic Publication Services (including Audit Report Editing, Management Report Editing and Analysis Report Editing, Multimedia electronic publication, using source documents that include narrative and/or quantitative audit or analytical data). Technical writing services will be used to communicate highly complex financial, accounting, contracting and systems procedures and legal requirement in the areas of human resources, payroll and personnel, auditing and accounting, finance, information technology, civil grand jury, operations, emergency management, user guides, technical manuals, information bulletins, and other technical documents areas.	January 1, 2019	December 31, 2022	REGULAR
41135 - 18/19	CONTROLLER	\$1,000,000.00	Identify and correct sales and use tax allocation errors, identify businesses from which the City has not been receiving sales/use tax revenue, conduct local sales and use tax audits of the State Board of Equalization records and provide legislative impact analyses, identify and correct improperly registered permits; develop and maintain a database of sales tax information for use by City employees, provide as-needed tax revenue enhancement services, develop a website for sales and use tax data.	January 1, 2019	December 31, 2022	REGULAR
43296 - 18/19	CONTROLLER	\$7,000,000.00	The City seeks responses from Respondents demonstrating successful functional, technical, and/or project management experience with Oracle PeopleSoft (Financials and Supply Chain Management (FSCM), Human Capital Management (HCM), Enterprise Learning Management (ELM), Oracle Business Intelligence Applications (OBIA), Oracle Business Intelligence Enterprise Edition (OBIEE)), and City legacy and related systems. These services will be used to assist the Controller's Office and other City Departments with system enhancements, modifications and additional systems support.	March 6, 2019	December 31, 2023	REGULAR
44811 - 18/19	CONTROLLER	\$300,000.00	Proposed work includes conducting highly complex economic analysis in the following areas: Fiscal Analysis and Administration, Real Estate Analysis, Labor Market Analysis, Economic Development Strategy, Economic Research. These services may be used to assist the Controller's Office of Economic Analysis, the Office of Economic and Workforce Development, and staff from other departments. The work included may cover the independent economic studies to be conducted by outside consultants which has been required by Board of Supervisors legislation. Experience may include, but is not limited to, research and analysis of industries, markets and communities, as well as assistance with implementation of economic strategies and recommendations.	January 1, 2019	December 31, 2022	REGULAR
42214 - 18/19	DEPARTMENT OF EMERGENCY MANAGEMENT	\$1,000,000.00	The scope of the specialized consulting and project management services is a long-term services contract including: the development of enterprise requirements, request for qualifications, request for	June 17, 2019	June 30, 2026	REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			proposals, vendor selection, negotiations, project implementation, project acceptance, post-implementation support.			
44649 - 18/19	HUMAN RESOURCES	\$1,200,000.00	The City and County of San Francisco (CCSF) is permissibly self-insured for the payment of workers' compensation benefits to its employees who may become ill or injured as a result of their work. The Department of Human Resources (DHR) Workers' Compensation Division (WCD) adjusts the employee claims for most departments. Approximately 1/3 of the claims are administrated by a third-party administrator under contract to DHR. In the course of assessing CCSF's liability for claimed workers' compensation benefits, CCSF and its contracted their-party administrator must obtain records, including medical records to support of deny such claims.	January 1, 2019	June 30, 2023	REGULAR
42826 - 18/19	PUBLIC UTILITIES COMMISSION	\$520,000.00	The purpose of this contract is to provide Preventive Maintenance, Inspection and As-Needed Repair Services of multiple Standby Generators throughout the City and County of San Francisco Public Utilities Commission, Water Supply and Treatment Division (SFPUC-WST) facilities. Work will entail, changing oil, oil filters and coolant, troubleshooting, load testing, repairs of oil leaks, coolant leaks, exhaust leaks, tune ups, inspections, calibrations and emergency service.	March 1, 2019	February 28, 2022	REGULAR
42206 - 18/19	PUBLIC HEALTH	\$1,500,000.00	As part of the conversion to a new Electronic Health Record system, the selected contractor will manage the billing and collection of the legacy Cerner INVISION active accounts receivable (AR) utilizing a contractor hosted system to store the AR data. Use of an outside contractor will allow current City employees the ability to transition their billing expertise to the new Electronic Health Record system.  The contractor will provide all required resources and subject matter experts to resolve all assigned AR for maximum collections, in compliance with all government regulatory billing requirements from Medicare, Medi-Cal and the Medi-Cal FQHC program and in accordance with SFDPH policies within the Transition Period. The vendor will host the assigned active AR from the legacy system until closure of the accounts at the termination of the Transition Period, upon which time contractor will return all AR documentation to the City.  Payment for the primary services will be based on a percentage of the revenue collected by the contractor. An accurate estimate will not be possible until the Department has selected a vendor through a competitive process and knows what the percentage will be.	January 1, 2019	December 31, 2023	REGULAR
45693 - 18/19	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING	\$55,363,000.00	To provide property management services to formerly homeless adults and/or older adults at City-funded supportive housing sites in San Francisco. The goals of these services are to provide a clean and safe housing site, support the residents who have a history of homelessness and other challenges in stabilizing and maintaining their housing and develop a respectful and healthy community living environment. Supportive Housing Property Management includes oversight of the property's maintenance, janitorial and repair services; supervision of property management, janitorial, and maintenance staff; coordination of intake of potential tenants; handling the signing of lease agreements and other tasks related to the placement process; handling complaints; emergencies and lease violations; rent collection and tenancy records; evictions; and room preparations between tenants and move-outs.	February 5, 2019	June 30, 2029	REGULAR
42662 - 18/19	GENERAL SERVICES AGENCY - CITY ADMIN	\$1,000,000.00	Vendor will provide shuttle buses, clean and in good condition, and an appropriately licensed driver, to shuttle City employees on an as-needed or scheduled basis. Shuttle drivers may assist riders in loading and unloading personal and work related items.	February 15, 2019	February 14, 2023	REGULAR
44335 - 18/19		\$2,000,000.00				REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
	GENERAL SERVICES AGENCY - CITY ADMIN		Successful Contractors will provide routine maintenance, diagnosis and repair of primarily new scientific and medical equipment at the Office of the Chief Medical Examiner. This equipment consists of I. Medical Imaging equipment including one x-ray full body unit, and one Siemens CT scanner. II Forensic Toxicology analytic equipment of less than 10 custom configured mass spectrophotometer (mass spec) units each manufactured by Agilent and Sciex (also with Qtof and Qtrap), and a single BioChip analyzer from Randox, in addition to biochemistry and other analyzers and histology microtome sectioning and staining. Finally III. Base equipment consisting of temperature controlled and monitored coolers, gas generating and dispensing equipment (e.g. hydrogen, and nitrogen) to perform testing.	January 1, 2019	December 31, 2021	

**TOTAL AMOUNT \$71,183,000**

CSM

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## Posting For February 04, 2019

### Proposed Modifications to Personal Services Contracts

**Commission Hearing Date**

2019-02-04

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
4023 12/13 - MODIFICATIONS	February 4, 2019	CITY PLANNING -- CPC	\$0	\$7,200,000	In 2008, the San Francisco Planning Department determined the need to select a pool of pre-qualified environmental, transportation, historic resources, and archeology review consultants through a request-for-qualifications ("RFQ") process to use on an as-needed basis. Such projects include, but are not limited to: environmental review of the Transportation Sustainability Program, SoMa Streetscape Plan, Health Care Services Master Plan, and Urban Forest Master Plan. Private development proposals will be required to use this as-needed pool to conduct independent environmental analysis, maintain better quality control, and follow the model used in most other jurisdictions. Inclusion in the pre-qualified are as follows: 1) enter into an independent contract with a private developer for environmental or transportation impact studies, historic resource & archeology review which must be reviewed & finalized by Department staff, or 2) enter into contracts with City and County of San Francisco on an as-needed basis for the provision of specialized studies.	04/02/2019	10/31/2020	REGULAR
4036-13/14 - MODIFICATIONS	February 4, 2019	GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW	\$2,500,000	\$11,500,000	Provide specialized services in Cost Estimating for Building Projects to support Department of Public Works (DPW) design staff on an as-needed basis. The Consultants will provide expert cost estimating services to ensure that the most up to date cost data are utilized. The City intends to award two (2) contracts for \$500,000 each.	01/16/2020	06/30/2023	REGULAR
4096 12/13 - MODIFICATIONS	February 4, 2019	DEPARTMENT OF EMERGENCY MANAGEMENT -- ECD	\$400,000	\$1,375,000	WebEOC is a web-based crisis information management system currently used by San Francisco and San Mateo. WebEOC enables users from multiple locations and jurisdictions to collaborate and manage multiple incidents and events, provide situation reports, manage resources, and prepare Incident Command System (ICS) and Incident Action Plan (IAP) reports. The renewal contract includes license and support for both San Francisco and San Mateo Counties.	02/01/2013	12/31/2023	REGULAR
33116 - 15/16 - MODIFICATIONS	February 4, 2019	JUVENILE PROBATION -- JUV	\$79,200	\$178,200	Contractor shall provide: Aggression Replacement Training (ART) groups which teach youth to control their anger more effectively. Aggression Replacement Training	10/14/2018	12/31/2021	REGULAR

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					(ART) is a research-based, proven-effective approach for working with challenging youth.			
34673 - 16/17 - MODIFICATIONS	February 4, 2019	JUVENILE PROBATION -- JUV	\$206,250	\$306,250	Department seeks a Contractor to provide educational support and vocational training services to create a continuum of activities and resources that prepare youth for gainful employment.	11/07/2018	06/30/2021	REGULAR
33586 - 18/19 - MODIFICATIONS	February 4, 2019	ARTS COMMISSION -- ART	\$140,000	\$200,000	MJM Management group will perform on-site market management for the Embarcadero Plaza art market. They will act as a liaison between the Arts Commission and currently licensed artists, provide event management support between permitted events and artists, provide security and deescalation services for artists and other members of the public, and assist with the general set-up and take-down of the market on Friday, Saturday, and Sunday.  <b>Scope Change:</b> The only change is the duration. Extending until June 2020.	02/16/2019	06/30/2020	REGULAR
46987 - 16/17 - MODIFICATIONS	February 4, 2019	PUBLIC HEALTH -- DPH	\$35,000,000	\$110,000,000	Culturally appropriate mental health services for children, youth and their families will be provided by multiple contractors, which together form a System of Care to address the broad continuum of needs and illnesses presented by these clients. Services will include outpatient mental health services; educationally related mental health services, success, opportunity, achievement resiliency classrooms, classroom educational enrichment program, intensive supervision and clinical services, residential based mental health outpatient, mental health assessment therapy, collateral and community based wraparound services, specialty Mental Health services, community-based violence and trauma recovery services, community-based day treatment services, short term residential therapeutic programs, intensive treatment foster care and treatment foster care, day treatment services, intensive/day rehabilitative services, therapeutic behavioral services, therapeutic visitation services, and targeted case management.	07/01/2018	06/30/2022	REGULAR

**TOTAL AMOUNT \$38,325,450**



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

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: CONTROLLER -- CON

Dept. Code: CON

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

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

Type of Service: Professional Services

Funding Source: various

PSC Duration: 4 years

PSC Amount: \$300,000

**1. Description of Work**

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

Provide technical writing, editing, and reporting services for the Controller's Office. Services include Technical Writing and Electronic Publication Services (including Audit Report Editing, Management Report Editing and Analysis Report Editing, Multimedia electronic publication, using source documents that include narrative and/or quantitative audit or analytical data). Technical writing services will be used to communicate highly complex financial, accounting, contracting and systems procedures and legal requirement in the areas of human resources, payroll and personnel, auditing and accounting, finance, information technology, civil grand jury, operations, emergency management, user guides, technical manuals, information bulletins, and other technical documents areas.

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

The ability to communicate technical information effectively related to areas critical to the operations of the City and the Controller's Office. The Controller's Office is required to provide a large amount of data and information to decision-makers, employees, vendors, citizens, and other governmental agencies. Services will enable the Controller's Office to ensure clear, accurate interpretation, comprehension, and implementation of complex, technical procedures and legal requirements under tight time constraints.

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

Previously approved PSCs: PSC#3026-08/09, PSC#3115-11/12, PSC#3037-12/13, PSC#48059-15/16

D. Will the contract(s) be renewed?

It is possible depending on the City's need.

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

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

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

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

B. Explain the qualifying circumstances:

Highly complex technical writing and electronic multimedia publication services are intermittent and short-term and highly specialized in nature.

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

A. Specify required skills and/or expertise: Contractor is required to have expertise in technical writing services and electronic publication services related to highly complex financial, accounting, contracting and systems procedures and legal requirement in the areas of human resources, payroll and personnel, auditing and accounting, finance, information technology, civil grand jury, operations, emergency management, user guides, technical manuals, information bulletins, and other technical documents areas.

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

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

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

Not appropriate for Civil Service classes, because such classification no longer exists.

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

A. Explain why civil service classes are not applicable.

There was a historical job classification (1817 Procedural Writer) that now no longer exists in the City.

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, historical classification no longer exists in the City.

**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. None, not appropriate due to highly specialized work

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

No.

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

No.

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

No.

F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
Yes. Contractor was selected through a competitive bid process.

7. **Union Notification:** On 11/09/2018, 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: Melissa Ng Phone: 415-554-5109 Email: melissa.ng@sfgov.org

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 40056 - 18/19

DHR Analysis/Recommendation:  
Commission Approval Required  
DHR Approved for 02/04/2019

Civil Service Commission Action:

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

**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [melissa.nq@sfgov.org](mailto:melissa.nq@sfgov.org)  
**To:** [RECEIPT for Union Notification for PSC 40056 - 18/19 more than \\$100k](mailto:Nq, Melissa (CON); Wanless, Annie (HRD); kcartermartinez@cirseiu.org; ecassidy@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; sarah.wilson@seiu1021.org; kschumacher@ifpte21.org; kpage@ifpte21.org; tjenkins@uapd.com; eerbach@ifpte21.org; tmathews@ifpte21.org; amakayan@ifpte21.org; jb@local16.org; Ricardo.lopez@sfgov.org; Basconillo, Katherine (PUC); Sandeep.lal@seiu1021.me; pcamarillo_seiu@sbcglobal.net; MRainsford@Local39.org; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; pkim@ifpte21.org; agonzalez@iam1414.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; gail@sfflocal798.org; cityworker@sfcwu.org; davidmkersten@gmail.com; djohnson@opcmialocal300.org; hodlocal@pacbell.net; ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org; xiumin.li@seiu1021.org; Poon, Sin Yee (HSA); 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; mshelley@dc16.us; david.canham@seiu1021.org; jtanner940@aol.com; oashworth@ibew6.org; L21PSCReview@ifpte21.org; LIUNA.local261@gmail.com; local200twu@sbcglobal.net; speedy4864@aol.com; Christina@sfmea.com; ecdemvoter@aol.com; thomas.vitale@seiu1021.org; Nq, Melissa (CON); DHR-PSCCoordinator, DHR (HRD)</a><br/><b>Subject:</b> Receipt of Notice for new PCS over $100K PSC # 40056 - 18/19<br/><b>Date:</b> Friday, November 09, 2018 10:17:53 AM</p><hr/></div><div data-bbox=)

The CONTROLLER -- CON has submitted a request for a Personal Services Contract (PSC) 40056 - 18/19 for \$300,000 for Initial Request services for the period 01/01/2019 -- 12/31/2022. 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/12177> 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**

**Agreement between the City and County of San Francisco and  
Lux Consulting**

This Agreement is made this **twenty-third day of February, 2018**, in the City and County of San Francisco ("City"), State of California, by and between **Lux Consulting** ("Contractor") and City.

**Recitals**

WHEREAS, the Controller's Office ("Department") wishes to obtain technical writing for accounting reconciliation; and,

WHEREAS, this Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through a Request for Qualifications for Editing, Technical Writing and Electronic Publication Services ("RFQ#CON2015-18") issued on December 18, 2015 and City selected Contractor from the resulting RFQ pool; and

WHEREAS, there is no Local Business Entity ("LBE") subcontracting participation requirement for this Agreement; and

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

WHEREAS, the City's Civil Service Commission approved Contract number PSC#3037-12/13 on October 31, 2012, Modification 1 on December 10, 2015, and Modification 2 on August 1, 2016; and

Now, THEREFORE, the parties agree as follows:

**Article 1      Definitions**

The following definitions apply to this Agreement:

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

1.2 "City" or "the City" means the City and County of San Francisco, a municipal corporation, acting by and through both its Director of the Office of Contract Administration or the Director's designated agent, hereinafter referred to as "Purchasing" and "Controller's Office."



1.3 "CMD" means the Contract Monitoring Division of the City.

1.4 "Contractor" or "Consultant" means Lux Consulting, 572 Ortega Street, San Francisco, CA 94122.

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

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

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

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

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

## Article 2 Term of the Agreement

2.1 The term of this Agreement shall commence on the later of: (i) **February 23, 2018**; or (ii) the Effective Date and expire on **December 31, 2019**, unless earlier terminated as otherwise provided herein.

## Article 3 Financial Matters

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

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

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

3.3 **Compensation.**

3.3.1 **Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Controller, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **fifty-four thousand, six hundred and twenty-five dollars and no cents (\$54,625.00)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to both Parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

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

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

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

3.3.5 **Reserved. (LBE Payment and Utilization Tracking System.)**

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

(a) All City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through the City's Automated

Clearing House (ACH) payments service/provider. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit [www.sfgov.org/ach](http://www.sfgov.org/ach).

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

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

**3.5 Submitting False Claims.** The full text of San Francisco Administrative Code Chapter 21, Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Pursuant to San Francisco Administrative Code §21.35, any contractor or subcontractor who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor or subcontractor will be deemed to have submitted a false claim to the City if the contractor or subcontractor: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

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

#### **Article 4 Services and Resources**

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

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

4.3 **Subcontracting.**

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

4.3.2 No subcontractors have been approved for this Agreement.

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

4.4.1 **Independent Contractor.** For the purposes of this Article 4, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact

Contractor and provide Contractor in writing with the reason for requesting such immediate action.

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

**4.5 Assignment.** The Services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

**4.6 Warranty.** Contractor warrants to City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at the time the Services are performed so as to ensure that all Services performed are correct and appropriate for the purposes contemplated in this Agreement.

## **Article 5 Insurance and Indemnity**

### **5.1 Insurance.**

**5.1.1 Required Coverages.** Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

(b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(c) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

5.1.2 Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(a) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(b) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

5.1.3 All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in Section 11.1, entitled "Notices to the Parties."

5.1.4 Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

5.1.5 Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

5.1.6 Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

5.1.7 Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

5.1.8 The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

5.1.9 If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds.

5.1.10 Notwithstanding the foregoing, the following insurance requirements are waived or modified in accordance with the terms and conditions stated in Appendix C.  
Insurance.

**5.2 Indemnification.** Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with, including but not limited to, any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; so long as such injury, violation, loss, or strict liability (as set forth in subsections (i) – (v) above) arises directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors, or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter.

Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons arising directly or indirectly from the receipt by City, or any of its officers or agents, of Contractor's Services.

## **Article 6 Liability of the Parties**

**6.1 Liability of City.** CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "PAYMENT," OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

6.2 **Liability for Use of Equipment.** City shall not be liable for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or any of its subcontractors, or by any of their employees, even though such equipment is furnished, rented or loaned by City.

6.3 **Liability for Incidental and Consequential Damages.** Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions.

## **Article 7      Payment of Taxes**

7.1 Except for any applicable California sales and use taxes charged by Contractor to City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Services delivered pursuant hereto. Contractor shall remit to the State of California any sales or use taxes paid by City to Contractor under this Agreement. Contractor agrees to promptly provide information requested by the City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

7.2 Contractor acknowledges that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

7.2.1 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest.

7.2.2 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

7.2.3 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

7.2.4 Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

## **Article 8      Termination and Default**

### **8.1      Termination for Convenience**



8.1.1 City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

8.1.2 Upon receipt of the notice of termination, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by City and to minimize the liability of Contractor and City to third parties as a result of termination. All such actions shall be subject to the prior approval of City. Such actions shall include, without limitation:

- (a) Halting the performance of all Services under this Agreement on the date(s) and in the manner specified by City.
- (b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, Services, equipment or other items.
- (c) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- (d) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.
- (e) Completing performance of any Services that City designates to be completed prior to the date of termination specified by City.
- (f) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

8.1.3 Within 30 days after the specified termination date, Contractor shall submit to City an invoice, which shall set forth each of the following as a separate line item:

- (a) The reasonable cost to Contractor, without profit, for all Services prior to the specified termination date, for which Services City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for Services. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.
- (b) A reasonable allowance for profit on the cost of the Services described in the immediately preceding subsection (a), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all Services under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.
- (c) The reasonable cost to Contractor of handling material or equipment returned to the vendor, delivered to the City or otherwise disposed of as directed by the City.

(d) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or credited to City, and any other appropriate credits to City against the cost of the Services or other work.

8.1.4 In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs specifically enumerated and described in Section 8.1.3. Such non-recoverable costs include, but are not limited to, anticipated profits on the Services under this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under Section 8.1.3.

8.1.5 In arriving at the amount due to Contractor under this Section, City may deduct: (i) all payments previously made by City for Services covered by Contractor's final invoice; (ii) any claim which City may have against Contractor in connection with this Agreement; (iii) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 8.1.4; and (iv) in instances in which, in the opinion of the City, the cost of any Service performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

8.1.6 City's payment obligation under this Section shall survive termination of this Agreement.

## 8.2 Termination for Default; Remedies.

8.2.1 Each of the following shall constitute an immediate event of default ("Event of Default") under this Agreement:

(a) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

3.5	Submitting False Claims.	10.10	Alcohol and Drug-Free Workplace
4.5	Assignment		
Article 5	Insurance and Indemnity	11.10	Compliance with Laws
Article 7	Payment of Taxes	13.1	Nondisclosure of Private, Proprietary or Confidential Information

(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default continues for a period of ten days after written notice thereof from City to Contractor.

(c) Contractor (i) is generally not paying its debts as they become due; (ii) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take

advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction; (iii) makes an assignment for the benefit of its creditors; (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property; or (v) takes action for the purpose of any of the foregoing.

(d) A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Contractor.

8.2.2 On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City.

8.2.3 All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

8.2.4 Any notice of default must be sent by registered mail to the address set forth in Article 11.

8.3 **Non-Waiver of Rights.** The omission by either Party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other Party at the time designated, shall not be a waiver of any such default or right to which the Party is entitled, nor shall it in any way affect the right of the Party to enforce such provisions thereafter.

8.4 **Rights and Duties upon Termination or Expiration.**

8.4.1 This Section and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

3.3.2	Payment Limited to Satisfactory Services	9.1	Ownership of Results
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3.4	Audit and Inspection of Records	9.2	Works for Hire
3.5	Submitting False Claims	11.6	Dispute Resolution Procedure
Article 5	Insurance and Indemnity	11.7	Agreement Made in California; Venue
6.1	Liability of City	11.8	Construction
6.3	Liability for Incidental and Consequential Damages	11.9	Entire Agreement
Article 7	Payment of Taxes	11.10	Compliance with Laws
8.1.6	Payment Obligation	11.11	Severability
		13.1	Nondisclosure of Private, Proprietary or Confidential Information

8.4.2 Subject to the survival of the Sections identified in Section 8.4.1, above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City.

#### Article 9 Rights In Deliverables

9.1 **Ownership of Results.** Any interest of Contractor or its subcontractors, in the Deliverables, including any drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors for the purposes of this agreement, shall become the property of and will be transmitted to City. However, unless expressly prohibited elsewhere in this Agreement, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

9.2 **Works for Hire.** If, in connection with Services, Contractor or its subcontractors creates Deliverables including, without limitation, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes, or any other original works of authorship, whether in digital or any other format, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works shall be the property of the City. If any Deliverables created by Contractor or its subcontractor(s) under this Agreement are ever determined not to be works for hire under U.S. law, Contractor hereby assigns all Contractor's copyrights to such Deliverables to the City, agrees to provide any material and execute any documents necessary to effectuate such assignment, and agrees to include a clause in every subcontract imposing the same duties upon subcontractor(s). With City's prior written approval,

Contractor and its subcontractor(s) may retain and use copies of such works for reference and as documentation of their respective experience and capabilities.

## **Article 10 Additional Requirements Incorporated by Reference**

**10.1 Laws Incorporated by Reference.** The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement ("Mandatory City Requirements") are available at <http://www.amlegal.com/codes/client/san-francisco-ca/>.

**10.2 Conflict of Interest.** By executing this Agreement, Contractor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.

**10.3 Prohibition on Use of Public Funds for Political Activity.** In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

**10.4 Reserved.**

**10.5 Nondiscrimination Requirements.**

**10.5.1 Non Discrimination in Contracts.** Contractor shall comply with the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Contractor shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Chapters 12B and 12C.

**10.5.2 Nondiscrimination in the Provision of Employee Benefits.** San Francisco Administrative Code 12B.2. Contractor does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code Section 12B.2.

**10.6 Local Business Enterprise and Non-Discrimination in Contracting Ordinance.** Contractor shall comply with all applicable provisions of Chapter 14B ("LBE Ordinance"). Contractor is subject to the enforcement and penalty provisions in Chapter 14B.

**10.7 Minimum Compensation Ordinance.** Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter

12P. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. By signing and executing this Agreement, Contractor certifies that it is in compliance with Chapter 12P.

**10.8 Health Care Accountability Ordinance.** Contractor shall comply with San Francisco Administrative Code Chapter 12Q. Contractor shall choose and perform one of the Health Care Accountability options set forth in San Francisco Administrative Code Chapter 12Q.3. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q.

**10.9 First Source Hiring Program.** Contractor must comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

**10.10 Alcohol and Drug-Free Workplace.** City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

**10.11 Limitations on Contributions.** By executing this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor must inform each such person of the limitation on contributions imposed by Section 1.126 and provide the names of the persons required to be informed to City.

**10.12 Reserved. (Slavery Era Disclosure.)**

**10.13 Reserved. (Working with Minors.)**

**10.14 Consideration of Criminal History in Hiring and Employment Decisions.**

10.14.1 Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, "City Contractor/Subcontractor Consideration of Criminal History in

Hiring and Employment Decisions,” of the San Francisco Administrative Code (“Chapter 12T”), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

10.14.2 The requirements of Chapter 12T shall only apply to a Contractor’s or Subcontractor’s operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

10.15 **Reserved. (Public Access to Nonprofit Records and Meetings.)**

10.16 **Food Service Waste Reduction Requirements.** Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein.

10.17 **Reserved. (Sugar-Sweetened Beverage Prohibition.)**

10.18 **Tropical Hardwood and Virgin Redwood Ban.** Pursuant to San Francisco Environment Code Section 804(b), the City urges Contractor not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

10.19 **Reserved. (Preservative Treated Wood Products.)**

## Article 11 General Provisions

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

To City: Central Contracts  
Office of the Controller  
City & County of San Francisco  
City Hall, Room 306  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102  
Email: [CentralContracts@sfgov.org](mailto:CentralContracts@sfgov.org)  
Tel. (415) 554-6562

To Contractor: Lux Consulting  
Debby Lu, Principal  
572 Ortega Street  
San Francisco, CA 94122  
Email: [Debby@luxconsulting.biz](mailto:Debby@luxconsulting.biz)  
Tel. (415) 225-4925

Any notice of default must be sent by registered mail. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice.

**11.2 Compliance with Americans with Disabilities Act.** Contractor shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

**11.3 Reserved.**

**11.4 Sunshine Ordinance.** Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

**11.5 Modification of this Agreement.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except as noted in Section 11.1, "Notices to Parties," regarding change in personnel or place, and except by written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with Department to submit to the Director of CMD any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (CMD Contract Modification Form).

**11.6 Dispute Resolution Procedure.**

**11.6.1 Negotiation; Alternative Dispute Resolution.** The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. If the Parties are unable to resolve the dispute, then, pursuant to San Francisco Administrative Code Section 21.36, Contractor may submit to the Contracting Officer a written request for administrative review and documentation of the Contractor's claim(s). Upon such request, the Contracting Officer shall promptly issue an administrative decision in writing, stating the reasons for the action taken and informing the Contractor of its right to judicial review. If agreed by both Parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. If the Parties do not mutually agree to an alternative dispute resolution process or such efforts do not resolve the dispute, then either Party may pursue any remedy available under California law. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of



the City. Neither Party will be entitled to legal fees or costs for matters resolved under this section.

**11.6.2 Government Code Claim Requirement.** No suit for money or damages may be brought against the City until a written claim therefor has been presented to and rejected by the City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's compliance with the California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

**11.7 Agreement Made in California; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

**11.8 Construction.** All paragraph captions are for reference only and shall not be considered in construing this Agreement.

**11.9 Entire Agreement.** This contract sets forth the entire Agreement between the Parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 11.5, "Modification of this Agreement."

**11.10 Compliance with Laws.** Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

**11.11 Severability.** Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.

**11.12 Cooperative Drafting.** This Agreement has been drafted through a cooperative effort of City and Contractor, and both Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

**11.13 Order of Precedence.** Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, the RFQ, and Contractor's proposal dated January 21, 2016. The RFQ and Contractor's proposal are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control over the RFQ and the Contractor's proposal.

## **Article 12 Department Specific Terms**

12.1 Reserved.

## **Article 13 Data and Security**

13.1 **Nondisclosure of Private, Proprietary or Confidential Information.**

13.1.1 If this Agreement requires City to disclose "Private Information" to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

13.1.2 In the performance of Services, Contractor may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City. If City discloses proprietary or confidential information to Contractor, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or confidential information.

13.2 Reserved. (Payment Card Industry ("PCI") Requirements.)

13.3 Reserved. (Business Associate Agreement.)

## **Article 14 MacBride And Signature**

14.1 **MacBride Principles - Northern Ireland.** The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this Agreement. By signing this Agreement, Contractor confirms that Contractor has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

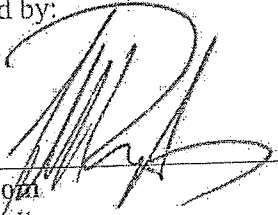
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day first mentioned above.

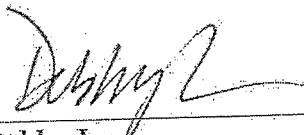
**CITY**

**CONTRACTOR**

Recommended by:

Lux Consulting

  
\_\_\_\_\_  
Todd Rydstrom  
Deputy Controller  
Controller's Office

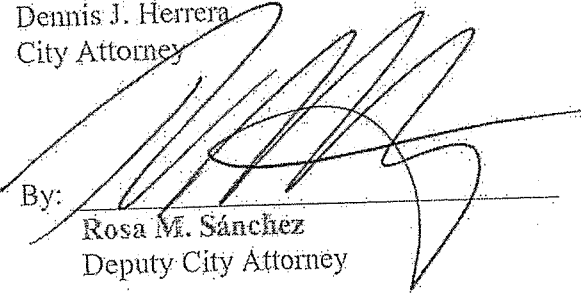
  
\_\_\_\_\_  
Debby Lu  
Principal

City supplier number: 0000016036

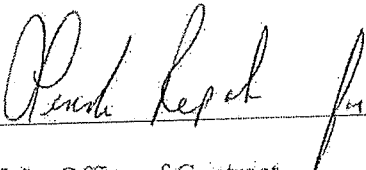
Approved as to Form:

Dennis J. Herrera  
City Attorney

By:

  
\_\_\_\_\_  
Rosa M. Sanchez  
Deputy City Attorney

Approved:

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

**Appendices**

- A: Scope of Services
- B: Calculation of Charges
- C: Insurance Waiver

RECEIVED

10 FEB 23 AM 9:51

PURCHASING DEPARTMENT

## Appendix A Scope of Services

### 1. Description of Services

Contractor agrees to perform the following services:

#### **1.1 Technical Writing and Editing**

In July 2017, the City and County of San Francisco (City) replaced the legacy financial system with the new PeopleSoft financial system. The technical writing and editing for this Agreement will include accounting reconciliation and alignment of the City's new PeopleSoft financial system and business processes.

The Contractor shall develop, update, and maintain manuals, bulletins, directives, memoranda, and other documents in the areas of payroll, personnel, and accounting systems. These documents will be distributed to City employees including payroll officers, accountants, system users, other employees, vendors, and other governmental agencies.

Tasks within the scope of work for Task 1.1 may include, but are not limited to, the following:

1. Provide written communications, tailored to different audiences, including but not limited to: user guides, forms, informational bulletins, flyers and memoranda, numerical tables, and production/project timelines.
2. Develop, update, and maintain citywide payroll, personnel, and accounting systems procedures manuals and documents.
3. Design and update documentation of new and existing internal procedures.
4. Edit text files that are e-mailed by the City, using Microsoft Word or a compatible software program.
5. Be accessible by phone, e-mail, and in person to meet with managers, staff, analysts, technicians, and functional users of procedures and systems to obtain information and assess service requirements on an as-needed basis.  
Upon request, maintain, update, organize, and provide to City accurate computer files for all written documents, procedures, and reports.

The majority of writing project hours may be concentrated during certain times of the year such as calendar year end (December-January), fiscal year end (June-July), and some holidays. In addition, projects occur throughout the year that require additional hours, including system conversions and upgrades, and implementation of labor agreements and legal requirements.

Contractor must be available for meetings during regular business hours (Monday- Friday, 8 a.m. to 5 p.m. PT) on an as-needed basis.

Contractor will work on a task order basis, with an engagement agreement to be negotiated for each task specifying the maximum number of hours and due date.

There is no guarantee of a minimal amount of work. Contractor is hereby notified that work on any task order cannot commence until the Contractor receives a written Notice to Proceed. Any work performed without a Notice to Proceed will be at the Contractor's own commercial risk. The calculations of costs and methods of compensation for all task orders under this contract shall be in accordance with the billing rates set forth in Appendix B.

### **1.2 Reporting**

Contractor shall submit written reports as requested by the Controller's Office. Format for the content of such reports shall be determined by the Controller's Office. The timely submission of all reports will be a necessary and material term and condition. The reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

## **2. Department Liaison**

In performing the services provided for in this Agreement, Contractor's liaison with the Controller's Office will be:

For payroll projects: Jocelyn Quintos, Director, Accounting Operations and Systems Division.

For contract issues: Joyce Kimotsuki, Contracts Manager, Administration Division.

## Appendix B Calculation of Charges

In accordance with Article 3 of this Agreement, the Contractor's hourly rate is detailed below, inclusive of all costs required to complete the scope of work specified in Appendix A. In no event shall the total costs under this Agreement exceed the not-to-exceed amount provided in Article 3 of this Agreement.

**For invoice submission procedures, please contact [CentralFinance@sfgov.org](mailto:CentralFinance@sfgov.org).**

**Payment Requests** should be sent to:  
Controller's Office, Central Finance Unit  
Attention: Min Fang  
1 Dr. Carlton B. Goodlett Place, City Hall, Rm. 482  
San Francisco, CA 94012.

**For insurance documentation submission, please contact [CentralContracts@sfgov.org](mailto:CentralContracts@sfgov.org).**

Payments, based on the hourly rate below, will be made by City to Contractor:

1. After the City has accepted as satisfactory, in the City's sole and absolute discretion, the services rendered by the Contractor to the City in accordance with this Agreement;
2. After a written summary of services performed has been provided to the City by Contractor as part of the Contractor's payment request;
3. Within 30 days after the City has received Contractor's invoice;
4. Provided that insurance documentation is current in accordance with Article 5 of the Agreement; and
5. Contracts Monitoring Division (CMD) Subcontractor Payment paperwork has been submitted in accordance with Section 11.5 of the Agreement (if applicable).

Hourly Rate: \$95 per hour. This hourly rate is to be valid for the duration of the Agreement.

Unless specified by the Controller's Office, all reproduction and graphic design will be handled within the Controller's Office.

## Appendix C: Insurance Waiver



572 Ortega Street  
San Francisco, CA 94122  
415.225.4925  
luxconsulting.biz

February 20, 2018

Risk Management Division  
City and County of San Francisco  
25 Van Ness Avenue, Ste. 410  
San Francisco, CA 94102

Dear Sir or Madam:

I hereby request a waiver of the City's commercial general liability, commercial automobile liability, professional liability, technology errors and omissions liability, and workers' compensation insurance requirements, as outlined in Article 5 (Insurance and Indemnity) of the City's request for qualifications (RFQ) template.

This request is submitted for the Controller's Office Policies and Procedures project. Per this project's scope of work, I will provide technical writing, editing, and reporting services for the Controller's Office.

I am the owner of Lux Consulting, which has no employees. Work will be performed onsite at the Controller's offices or in my home-based office. I will not travel by car in the performance of my technical writing duties.

In light of these factors, and the scope of work:

- I request a waiver of the commercial general liability coverage because I already maintain homeowner's general liability insurance
- I request a waiver of the commercial automobile liability coverage because I will not drive vehicles as part of this project
- I request a waiver of the professional liability coverage in consideration of the scope of work
- I request a waiver of the technology errors and omission liability coverage because I will not be producing any technology work products or be directly accessing Controller's Office systems as part of this project
- I request a waiver of the workers' compensation insurance coverage because I do not have any employees

Risk Management Insurance Waiver Request  
February 20, 2018  
Page 2 of 2

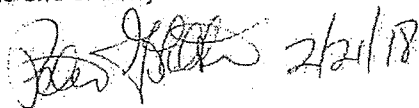
Please contact Joyce Kimotsuki at [joyce.kimotsuki@cityofsanfrancisco.gov](mailto:joyce.kimotsuki@cityofsanfrancisco.gov) if you have any questions about this insurance coverage waiver request.

Sincerely,



Debby Lu  
Principal  
Lux Consulting

Based on the information presented in this letter, and provided by the Office of the Controller, waivers are extended for one additional year. Waiver provided for liability insurance will not be granted again at the end of this year.



Peter Goldstein, Deputy Director, Risk Mgmt. Division, Office of the City Administrator



Previously approved PSCs

PSC#3026-08/09

PSC#3115-11/12

PSC#3037-12/13

PSC#48059-15/16

City and County of San Francisco  
Gavin Newsom  
Mayor



Department of Human Resources  
Micki Callahan  
Human Resources Director

**NOTICE OF ACTION**

September 19, 2008

Jeannie Wong  
Controller  
City Hall, RM 488  
San Francisco, CA 94102

Dear Ms. Wong:

This is to notify you of the approval of the following Personal Services Contract(s) by the Department of Human Resources in accordance with, and under the authority of, the Civil Service Commission procedures for processing Personal Services Contracts:

<u>PSC Number</u>	<u>Amount</u>	<u>Description of work</u>
3026-08/09	\$9,500	Will provide technical writing services for the Controller's Payroll and Personnel Services Division for payroll system user guides, technical manuals, information bulletins, and other technical documents.

by: Emily Morrison *for*  
Micki Callahan  
Human Resources Director

PERSONAL SERVICES CONTRACT SUMMARY

DATE: 9/5/08 DEPARTMENT NAME Controller DEPARTMENT NUMBER 09

TYPE OF APPROVAL: [X] EXPEDITED [ ] REGULAR (OMIT POSTING [ ]) [ ] CONTINUING [ ] ANNUAL

TYPE OF REQUEST: [X] INITIAL REQUEST [ ] MODIFICATION (PSC# [ ])

TYPE OF SERVICE: Technical Writing Services

FUNDING SOURCE: Department General Fund

PSC AMOUNT: \$9,500 PSC DURATION: 9/9/08 - 9/9/09

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

Provide technical writing services for the Controller's Payroll and Personnel Services Division for payroll system user guides, technical manuals, information bulletins, and other technical documents.

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

The ability to communicate technical information effectively, particularly regarding payroll-related issues, is critical to the operations of the City and the Controller's Office. The Controller's Office is required to provide a large amount of data and information to decision-makers, employees, vendors, citizens, and other governmental agencies. Services will enable the Controller's Office to ensure clear, accurate interpretation, comprehension, and implementation of complex, technical procedures and legal requirements under tight time constraints.

C. Explain how this service has been provided in the past (if this service was previously approved by the Civil Service Commission, indicate most recent personal services contract approval number):

This service has been provided through PSC#4114-02/03, and had been previously provided through PSC#4021-98/99.

D. Will the contract(s) be renewed:

It is possible, subject to City's continued satisfaction with services and contractor performance.

2. UNION NOTIFICATION: Copy of this summary is to be sent to employee organizations as appropriate (refer to instructions for specific procedures):

Table with 3 columns: Union Name, Signature of person mailing / faxing form, Date. Rows include MEA, Local 21, and Local 1021.

RFP sent to n/a, on [ ] Date [ ] Signature: [ ]

\*\*\*\*\*

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 3026-08/09 STAFF ANALYSIS/RECOMMENDATION:

Approved [Signature]

CIVIL SERVICE COMMISSION ACTION:

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

Contractor is required to have expertise in technical writing services, working with and writing about highly complex and technical payroll procedures, policies, legislation, and payroll system operations.

B. Which, if any, civil service class normally performs this work?

1817 Procedural Writer

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

No

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

Required services are to be provided on an as-needed, intermittent basis.

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

No. Required services are to be provided on an as-needed, intermittent basis.

5. ADDITIONAL INFORMATION (if "yes", attach explanation)

Yes No

A. Will the contractor directly supervise City and County employees?

B. Will the contractor train City and County employees?

- Describe training and indicate approximate number of hours.
- Indicate occupational type of City and County employees to receive training (e.g., clerks, civil engineers, etc.) and approximate number to be trained.

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

D. Are there federal or state grant requirements regarding the use of contractual services?

E. Has a board or commission determined that contracting is the most effective way to provide this service?

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

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD:

*Jeannie Wong*

Signature of Departmental Personal Services Contract Coordinator

Jeannie Wong  
Print or Type Name

415-554-7604  
Telephone Number

City Hall, Rm. 488, San Francisco, CA 94102



# MEMORANDUM

DATE: May 7, 2009  
 TO: Mary Ng, PSC Analyst  
 Department of Human Resources (Dept. 33)  
 FROM: Esther Reyes, PSC Coordinator  
 Controller's Office (Dept. #9)  
 RE: Request for Administrative Approval of PSC Modification  
 (term extension only)

PSC No: 3026-08/09 ✓

Description of Service(s): Provide technical writing services for the Controller's Payroll and Personnel Services Division for payroll system user guides, technical manuals, information bulletins, and other technical documents.

Reason for the Modification: Services are needed on an as-needed, but continuous basis; there were less technical writing services than anticipated for the current duration. Therefore, we are requesting a PSC end date of 09/09/11.

**PSC History:**

	<u>Approval Dates</u>	<u>Amounts</u>	<u>Durations</u>
Original	09/19/08	\$9,500 ✓	09/09/08 – 09/09/09 ✓
Current Modification #1		\$0	09/10/09 – 09/09/11
<b>Total</b>		<b>\$9,500</b>	<b>09/09/08 - 09/09/11</b>

ATTACHMENT: Copy of Approved PSC Summary

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

DHR Action:  Approved  Disapproved

Reason for Determination: *In term extension, as reviewed by Arthur Sanchez.*

By: Micki Callahan Date: May 8, 2009  
for Micki Callahan, Human Resources Director

09 MAY - 9 PM '09  
FAX 415-554-7466



# MEMORANDUM

DATE: August 16, 2011  
 TO: Maria Ryan, PSC Analyst  
 Department of Human Resources (Dept. 33)  
 FROM: Jeannie Wong, PSC Coordinator  
 Controller's Office (Dept. #9) *ow*  
 RE: Request for Administrative Approval of PSC Modification  
 (term extension only)

PSC No: 3026-08/09

Description of Service(s): Provide technical writing services for the Controller's Payroll and Personnel Services Division for payroll system user guides, technical manuals, information bulletins, and other technical documents.

Reason for the Modification: Services are needed on an as-needed, but continuous basis; there were less technical writing services than anticipated for the current duration. Therefore, we are requesting a PSC end date of 09/09/12.

PSC History:

	<u>Approval Dates</u>	<u>Amounts</u>	<u>Durations</u>
Original	09/19/08	\$9,500	09/09/08 - 09/09/09
1 <sup>st</sup> Modification	09/07/09	\$0	09/10/09 - 09/09/11
Current Modification #2		\$0	09/10/11 - 09/09/12
<b>Total</b>		<b>\$9,500</b>	<b>09/09/08 - 09/09/12</b>

ATTACHMENT: Copy of Approved PSC Summary

### FOR DEPARTMENT OF HUMAN RESOURCES USE

DHR Action:  Approved  Disapproved

Reason for Determination: *term extension.*

By: *Maria Ryan*  
 For Micki Callahan, Human Resources Director

Date: *8/18/11*

PERSONAL SERVICES CONTRACT SUMMARY

DATE: 6/12/12
DEPARTMENT NAME: Controller's Office DEPARTMENT NUMBER 09
TYPE OF APPROVAL: [X] EXPEDITED [ ] REGULAR (OMIT POSTING )
[ ] CONTINUING [ ] ANNUAL
TYPE OF REQUEST: [X] INITIAL REQUEST [ ] MODIFICATION (PSC# )
TYPE OF SERVICE: Technical Writing Services
FUNDING SOURCE: Department General Fund
PSC AMOUNT: \$9,900 PSC DURATION: 6/18/12 - 6/30/13

1. DESCRIPTION OF WORK

- A. Concise description of proposed work: Provide technical writing services for the Controller's Payroll and Personnel Services Division for payroll system user guides, technical manuals, information bulletins, and other technical documents.
B. Explain why this service is necessary and the consequences of denial: The ability to communicate technical information effectively, particularly regarding payroll-related issues, is critical to the operations of the City and the Controller's Office.
C. Explain how this service has been provided in the past (if this service was previously approved by the Civil Service Commission, indicate most recent personal services contract approval number): This service has been provided through PSC#4021-98/99, PSC#4114-02/03, and PSC#3026-08/09.
D. Will the contract(s) be renewed: It is possible, subject to City's continued satisfaction with services and contractor performance.

2. UNION NOTIFICATION: Copy of this summary is to be sent to employee organizations as appropriate (refer to instructions for specific procedures):

Table with 3 columns: Union Name, Signature of person mailing/faxing form, Date. Rows include Local 21, Local 1021, MEA, and RFP sent to NA on [ ] Date [ ] Signature.

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FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 3115-11/12

Approval Date: 6/18/12

By: [Signature]
Micki Collohan, Human Resources Director

Received 6/12/12
mk

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

- A. Specify required skills and/or expertise:  
*Contractor is required to have expertise in technical writing services, working with and writing about highly complex and technical payroll procedures, policies, legislation, and payroll system operations.*
- B. Which, if any, civil service class normally performs this work? *No civil service class normally performs this work, as it includes specialized skills and expertise in complex personnel and payroll processes. The closest civil service classes appear to be 1052 – IS Business Analyst, 1053 – IS Senior Business Analyst and 1054 – IS Principal Business Analyst, which include general technical writing knowledge that would not be sufficient to perform the description of work listed above.*
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain: *No*

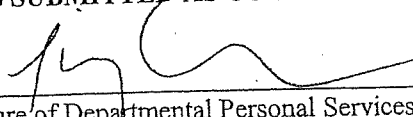
4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

- A. Explain why civil service classes are not applicable:  
*The IS Business Analyst positions listed above include technical writing in their job descriptions, but do not specifically include complex payroll policy and procedure services.*
- B. Would it be practical to adopt a new civil service class to perform this work? Explain.  
*No. These services would be provided for the eMerge project, which is short term, intermittent, highly specialized, and independent in nature.*

5. ADDITIONAL INFORMATION (if "yes," attach explanation)

- |  | <u>Yes</u>                          | <u>No</u>                           |
|--|-------------------------------------|-------------------------------------|
| A. Will the contractor directly supervise City and County employees?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| B. Will the contractor train City and County employees?  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| <ul style="list-style-type: none"> <li>• Describe the training and indicate approximate number of hours.</li> <li>• Indicate occupational type of City and County employees to receive training (i.e., clerks, civil engineers, etc.) and approximate number to be trained.</li> </ul> |                                     |                                     |
| C. Are there legal mandates requiring the use of contractual services?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| D. Are there federal or state grant requirements regarding the use of contractual services?  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| E. Has a board or commission determined that contracting is the most effective way to provide this service?  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| F. Will the proposed work be completed by a contractor that has a current personal services contract with your department?   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD:

  
 \_\_\_\_\_  
 Signature of Departmental Personal Services Contract Coordinator

Lily Conover  
 \_\_\_\_\_  
 Print or Type Name

415-554-7525  
 \_\_\_\_\_  
 Telephone Number

1 Dr Carlton B Goodlett Place  
San Francisco, CA 94102  
 \_\_\_\_\_  
 Address



PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: CONTROLLER Dept. Code: CON

Type of Request:  Initial  Modification of an existing PSC (PSC # 3037 12/13)

Type of Approval:  Expedited  Regular ( Omit Posting)

Type of Service: Technical Writing, Editing, and Reporting Services

Funding Source: <u>Department General Fund</u>	
PSC Original Approved Amount: <u>\$45,000</u>	PSC Original Approved Duration: <u>01/01/13 - 12/31/15 (2 years 52 w</u>
PSC Mod#1 Amount: <u>no amount added</u>	PSC Mod#1 Duration: <u>01/01/16-12/31/17 (2 years 1 day)</u>
PSC Mod#2 Amount: <u>\$200,000</u>	PSC Mod#2 Duration: <u>01/01/18-12/31/19 (2 years)</u>
PSC Cumulative Amount Proposed: <u>\$245,000</u>	PSC Cumulative Duration Proposed: <u>7 years</u>

1. **Description of Work**

A. Scope of Work:

Provide technical writing, editing, and reporting services for the Controller's Payroll and Personnel Services Division for payroll system user guides, technical manuals, information bulletins, and other technical documents.

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

The ability to communicate technical information effectively, particularly regarding payroll-related issues, is critical to the operations of the City and the Controller's Office. The Controller's Office is required to provide a large amount of data and information to decision-makers, employees, vendors, citizens, and other governmental agencies. Services will enable the Controller's Office to ensure clear, accurate interpretation, comprehension, and implementation of complex, technical procedures and legal requirements under tight time constraints.

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

D. Will the contract(s) be renewed? Will the contract(s) be renewed: It is possible, subject to City's continued

2. **Union Notification:** On 06/20/16, the Department notified the following employee organizations of this PSC/RFP request: all unions were notified

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FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 3037 12/13

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 08/01/2016

08/01/2016

Approved by Civil Service Commission

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08/01/2016

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

A. Specify required skills and/or expertise:

Contractor is required to have expertise in technical writing services, working with and writing about highly complex and technical payroll procedures, policies, legislation, and payroll system operations.

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

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

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

A. Explain why civil service classes are not applicable:

The IS Business Analyst positions listed above include technical writing in their job descriptions, but do not specifically include complex payroll policy and procedure services.

B. Would it be practical to adopt a new civil service class to perform this work? Explain.  
No. These services are short term, intermittent, highly specialized, and independent in nature.

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

	<u>YES</u>	<u>NO</u>
A. Will the contractor directly supervise City and County employee?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B. Will the contractor train City and County employee? No training. Not appropriate to train employees. Short-term, intermittent, high	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C. Are there legal mandates requiring the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D. Are there federal or state grant requirements regarding the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
E. Has a board or commission determined that contracting is the most effective way to provide this service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? Lux will continue work	<input checked="" type="checkbox"/>	<input type="checkbox"/>

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD  
ON 06/20/16 BY:

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

Address: City Hall, Rm 306, 1 Dr. Carlton B. Goodlett I San Francisco, CA 94102

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: CONTROLLER Dept. Code: CON

Type of Request:  Initial  Modification of an existing PSC (PSC # 48059 - 15/16)

Type of Approval:  Expedited  Regular ( Omit Posting)

Type of Service: Technical Writing & Electronic Publication

Funding Source: Various  
PSC Original Approved Amount: \$95,000 PSC Original Approved Duration: 08/01/16 - 07/31/20 (4 years)  
PSC Mod#1 Amount: \$45,000 PSC Mod#1 Duration: no duration added  
PSC Mod#2 Amount: \_\_\_\_\_ PSC Mod#2 Duration: \_\_\_\_\_  
PSC Cumulative Amount Proposed: \$140,000 PSC Cumulative Duration Proposed: 4 years

1. Description of Work

A. Scope of Work:

Technical Writing and Electronic Publication Services including Audit Report Editing, Management Report Editing and Analysis Report Editing, Multimedia electronic publication, using source documents that include narrative and/or quantitative audit or analytical data, technical writing services to communicate complex financial, accounting, contracting and systems procedures and legal requirement in the areas of human resources, payroll and personnel, auditing and accounting, finance, information technology, civil grand jury, operations, emergency management and other technical areas.

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

The ability to communicate technical information effectively related to complex financial, accounting, contracting and systems procedures and legal requirement in the areas of human resources, payroll and personnel, auditing and accounting, finance, information technology, civil grand jury, operations, emergency management and other technical areas is critical to the operations of the City and the Controller's Office. The Controller's Office is required to provide a large amount of data and information to decision-makers, employees, vendors, citizens, and other governmental agencies. Services will enable the Controller's Office to ensure clear, accurate interpretation, comprehension and implementation of complex, technical procedures and legal requirements under tight time constraints

C. Has this service been provided in the past. If so, how? If the service was provided via a PSC, provide the most

recently approved PSC # and upload a copy of the PSC.  
Yes, Lux Consulting

D. Will the contract(s) be renewed? It is possible depending on the City's need.

2. Union Notification: On 01/06/17, the Department notified the following employee organizations of this PSC/RFP request: Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21;

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FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 48059 - 15/16

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 03/06/2017

03/06/2017

Approved by Civil Service Commission

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03/06/2017

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

A. Specify required skills and/or expertise:

Contractor is required to have expertise in technical writing services and electronic publication services related to complex financial, accounting, contracting and systems procedures and legal requirement in the areas of human resources, payroll and personnel, auditing and accounting, finance, information technology, civil grand jury, operations, emergency management and other technical areas.

B. Which, if any, civil service class(es) normally perform(s) this work?  
1051,

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

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

A. Explain why civil service classes are not applicable:

The Civil Service classification does not specifically include technical writing and electronic multimedia publication specifically for complex financial, accounting, contracting and systems procedures and legal requirement in the areas of human resources, payroll and personnel, auditing and accounting, finance, information technology, civil grand jury, operations, emergency management and other technical areas.

B. Would it be practical to adopt a new civil service class to perform this work? Explain.  
No. These services are short-term, intermittent and highly specialized.

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

	<u>YES</u>	<u>NO</u>
A. Will the contractor directly supervise City and County employee?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B. Will the contractor train City and County employee? None, not appropriate due to highly specialized work	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C. Are there legal mandates requiring the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D. Are there federal or state grant requirements regarding the use of contractual services? No	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E. Has a board or commission determined that contracting is the most effective way to provide this service? No	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? Lux Consulting has a current PSC	<input checked="" type="checkbox"/>	<input type="checkbox"/>

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD  
ON 01/06/17 BY:

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

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

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: CONTROLLER -- CON

Dept. Code: CON

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

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

Type of Service: Sales and Use Tax Audit, Analysis & System Services

Funding Source: Percentage of sales tax income

PSC Amount: \$1,000,000

PSC Est. Start Date: 01/01/2019 PSC Est. End Date 12/31/2022

**1. Description of Work**

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

Identify and correct sales and use tax allocation errors, identify businesses from which the City has not been receiving sales/use tax revenue, conduct local sales and use tax audits of the State Board of Equalization records and provide legislative impact analyses, identify and correct improperly

registered permits; develop and maintain a database of sales tax information for use by City employees, provide as-needed tax revenue enhancement services, develop a website for sales and use tax data.

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

Misallocations of sales and use tax occur due to a variety of categorization and reporting errors. Without the expert sales and use tax audit, analysis and system services sought, the City/County would lose potential tax revenue to which it is entitled. The total number of undiscovered errors regarding sales and use tax allocations and improperly registered permits would increase each year, compounding the problem. Ultimately, it could cost the City millions of dollars in unrealized revenue.

**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 by contract since 1994 and most recently through PSC#40778-14/15 Modification 2 approved on 4/4/2016.

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

Yes, to extend the contract by a year. And then maybe there will be a new solicitation in 2020.

**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):**

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

**B. Explain the qualifying circumstances:**

Sales taxes are collected and allocated by the State Board of Equalization (BOE), and the specialized work is more effectively performed by contractors with expertise and access to State level sales tax data, covering confidential tax payer information for jurisdictions throughout California. To our knowledge of the more than 1,800 cities and counties receiving sales and use taxes, none use internal staff to perform this specialized sales tax and audit function.

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

- A. Specify required skills and/or expertise: Selected contractor is required to have experience conducting sales tax audit services for counties in California, including knowledge of State Board of Equalization regulations and requirements, as well as proof of successfully providing revenue to local governments as a direct outcome of its services. The Contractor must work closely with various City departments, businesses, taxpayers, as well as the State Board of Equalization, and to monitor changes in sales and use tax distribution practices and sales and use tax law. In order to develop the website for Sales and Use Tax Data, the contractor must have expert knowledge in of confidential State Board of Equalization restrictions and requirements in designing the public interface to data through the website.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1012, IS Technical-Journey; 1021, IS Administrator 1; 1022, IS Administrator 2; 1023, IS Administrator 3; 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; 1684, Auditor II; 1824, Pr Administrative Analyst; 4306, Collections Officer; 4308, Senior Collections Officer; 4366, Collection Supervisor;
- 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?**

No civil service class has performed this specific function for more than 17 years, as the City has received services through a contractor. Classes previously identified are: 1684 Auditor II, 4306 Collections Officer, 4308 Senior Collections Officer, 4366 Collection Supervisor and 1824 Principal Administrative Analyst.

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

- A. Explain why civil service classes are not applicable.  
City employees do not have the specialized expertise to audit sales tax distribution errors such as 'points of sale,' 'use tax,' allocation, or other errors successfully. Such expertise includes providing and maintaining a specialized database, keeping current on the latest State Board of Equalization sales and use tax distribution instructions, providing quarterly legislative impact analyses, and understanding and monitoring claims processes to maximize success in obtaining approval for increased revenue collection. In order to develop the website for Sales and Use Tax Data, the contractor must have expert knowledge in of confidential State Board of Equalization restrictions and requirements in designing the public interface to data through the website.
- 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. Independent appraisals and audits are required for this work, otherwise there would be a conflict of interest.

**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 for employees is needed. Independent appraisals and audits from consultants are required for this work, otherwise there would be a conflict of interest if employees did 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 11/09/2018, the Department notified the following employee organizations of this PSC/RFP request:  
Management & Superv Local 21; Municipal Executive Association; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21; SEIU 1021 Miscellaneous; SEIU Local 1021

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

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

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

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 41135 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 02/04/2019

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



**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [joyce.kimotsuki@sfgov.org](mailto:joyce.kimotsuki@sfgov.org)  
**To:** [Kimotsuki, Joyce \(CON\)](mailto:Kimotsuki,Joyce@CON); [sarah.wilson@seiu1021.org](mailto:sarah.wilson@seiu1021.org); [thomas.vitale@seiu1021.org](mailto:thomas.vitale@seiu1021.org); [Sandeep.lal@seiu1021.me](mailto:Sandeep.lal@seiu1021.me); [leah.berlanga@seiu1021.org](mailto:leah.berlanga@seiu1021.org); [Ricardo.lopez@sfgov.org](mailto:Ricardo.lopez@sfgov.org); [Basconcillo, Katherine \(PUC\)](mailto:Basconcillo,Katherine@PUC); [pcamarillo\\_seiu@sbcglobal.net](mailto:pcamarillo_seiu@sbcglobal.net); [Wendy.Frigillana@seiu1021.org](mailto:Wendy.Frigillana@seiu1021.org); [pscreview@seiu1021.org](mailto:pscreview@seiu1021.org); [ted.zarzecki@seiu1021.net](mailto:ted.zarzecki@seiu1021.net); [davidmkersten@gmail.com](mailto:davidmkersten@gmail.com); [ablood@cirseiu.org](mailto:ablood@cirseiu.org); [xiumin.li@seiu1021.org](mailto:xiumin.li@seiu1021.org); [Poon, Sin](mailto:Poon,Sin@seiu1021.org); [Yee \(HSA\)](mailto:Yee(HSA)); [david.canham@seiu1021.org](mailto:david.canham@seiu1021.org); [jtanner940@aol.com](mailto:jtanner940@aol.com); [amakayan@ifpte21.org](mailto:amakayan@ifpte21.org); [Christina@sfmea.com](mailto:Christina@sfmea.com); [staff@sfmea.com](mailto:staff@sfmea.com); [ecassidy@ifpte21.org](mailto:ecassidy@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); [pkim@ifpte21.org](mailto:pkim@ifpte21.org); [L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org); [Nq, Melissa \(CON\)](mailto:Nq,Melissa@CON); [DHR-PSCCoordinator](mailto:DHR-PSCCoordinator), [DHR \(HRD\)](mailto:DHR@HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 41135 - 18/19  
**Date:** Friday, November 09, 2018 3:20:56 PM

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RECEIPT for Union Notification for PSC 41135 - 18/19 more than \$100k

The CONTROLLER -- CON has submitted a request for a Personal Services Contract (PSC) 41135 - 18/19 for \$1,000,000 for Initial Request services for the period 01/01/2019 – 12/31/2022. 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/12180> 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)**

Prior or similar approved PSC

PSC 40778-14/15

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: CONTROLLER

Dept. Code: CON

Type of Request:  Initial  Modification of an existing PSC (PSC # 40778 - 14/15)  
Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)  
Type of Service: Sales and Use Tax Audit, Analysis & System Services

Funding Source: Percentage of sales tax income

PSC Original Approved Amount: \$1,500,000

PSC Original Approved Duration: 07/01/15 - 06/30/20 (5 years 1 day)

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

PSC Mod#1 Duration: no duration added

PSC Mod#2 Amount: \$6,500,000

PSC Mod#2 Duration: no duration added

PSC Cumulative Amount Proposed: \$9,000,000

PSC Cumulative Duration Proposed: 5 years 1 day

**1. Description of Work**

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

Identify and correct sales and use tax allocation errors, identify businesses from which the City has not been receiving sales/use tax revenue, conduct local sales and use tax audits of the State Board of Equalization records and provide legislative impact analyses, identify and correct improperly registered permits; develop and maintain a database of sales tax information for use by City employees, provide as-needed tax revenue enhancement services, develop a website for sales and use tax data.

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

Misallocations of sales and use tax occur due to a variety of categorization and reporting errors. Without the expert sales and use tax audit, analysis and system services sought, the City/County would lose potential tax revenue to which it is entitled. The total number of undiscovered errors regarding sales and use tax allocations and improperly registered permits would increase each year, compounding the problem. Ultimately, it could cost the City millions of dollars in unrealized revenue.

**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?**

Maybe there will be a new solicitation in 2020.

**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 work requires highly specialized knowledge and expertise on sales tax audit, sales tax county allocations, state legislation around sales and use tax, and overall sales tax revenue statewide. Having a longer term relationship with the selected contractor will benefit the City by allowing the City to utilize the relationship, especially in terms of the City's sales tax revenue projection,

development of sales tax data website, and the accommodation of complicated sales tax data. A historical PSC 4110-11.11 is attached for the prior RFP#CON2011-02 for Sales and Use Tax Audit.

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

A. Display all that apply

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

Explain the qualifying circumstances:

Sales taxes are collected and allocated by the State Board of Equalization (BOE), and the specialized work is more effectively performed by contractors with expertise and access to State level sales tax data, covering confidential tax payer information for jurisdictions throughout California. To our knowledge of the more than 1,800 cities and counties receiving sales and use taxes, none use internal staff to perform this specialized sales tax and audit function.

B. Reason for the request for modification:

Amount increase due to contractor having potential one-time over \$5 million Sales Tax & Use Audit case that will generate more revenue for the City & County of SF. Contractor's compensation is a percent contingency fee of new sales and use tax income actually received by the City as a result of Contractor's services.

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

A. Specify required skills and/or expertise: Selected contractor is required to have experience conducting sales tax audit services for counties in California, including knowledge of State Board of Equalization regulations and requirements, as well as proof of successfully providing revenue to local governments as a direct outcome of its services. The Contractor must work closely with various City departments, businesses, taxpayers, as well as the State Board of Equalization, and to monitor changes in sales and use tax distribution practices and sales and use tax law. (See attached file.)

B. Which, if any, civil service class(es) normally perform(s) this work? 1012, IS Technical-Journey; 1021, IS Administrator 1; 1022, IS Administrator 2; 1023, IS Administrator 3; 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; 1684, Auditor II; 1824, Pr Administrative Analyst; 4306, Collections Officer; 4308, Senior Collections Officer; 4366, Collection Supervisor;

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

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

City employees do not have the specialized expertise to audit sales tax distribution errors such as 'points of sale,' 'use tax,' allocation, or other errors successfully. Such expertise includes providing and maintaining a specialized database, keeping current on the latest State Board of Equalization sales and use tax distribution instructions, providing quarterly legislative impact analyses, and understanding and monitoring claims processes to maximize success in obtaining approval for increased revenue collection. (See attached file).

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. Independent appraisals and audits are required for this work, otherwise there would be a conflict of interest.

**6. Additional Information**

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
None

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

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

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

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

**7. Union Notification:** On 01/08/16, the Department notified the following employee organizations of this PSC/RFP request:  
SEIU Local 1021; SEIU 1021 Miscellaneous; Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21; Municipal Executive Association; Management & Superv Local 21;

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

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

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

\*\*\*\*\*

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 40778 - 14/15

DHR Analysis/Recommendation:

Commission Approval Required

04/04/2016 DHR Approved for 04/04/2016

04/04/2016

Approved by Civil Service Commission

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: CONTROLLER -- CON

Dept. Code: CON

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

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

Type of Service: Enterprise Resource Planning Systems Implementation & Support Services

Funding Source: General & Non General Fund

PSC Duration: 4 years 43 weeks

PSC Amount: \$7,000,000

**1. Description of Work**

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

The City seeks responses from Respondents demonstrating successful functional, technical, and/or project management experience with Oracle PeopleSoft (Financials and Supply Chain Management (FSCM), Human Capital Management (HCM), Enterprise Learning Management (ELM), Oracle Business Intelligence Applications (OBIA), Oracle Business Intelligence Enterprise Edition (OBIEE)), and City legacy and related systems. These services will be used to assist the Controller's Office and other City Departments with system enhancements, modifications and additional systems support.

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

These services are critical to ensuring that Citywide systems (SF Financials, SF Procurement, SF People & Pay, SF Learning, SF Reports and Analytics and SF Budget) are available for over 6,000 city users and the entire City supplier community. The services will also help provide critical upgrades, enhancements and new functionality, on PeopleSoft and legacy systems that will support the effective operation of City departments. Denial could result in critical functionality not being available to support City departments.

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

This service was previously approved by the Civil Service Commission PSC 41711 - 16/17.

D. Will the contract(s) be renewed?

If needed, contracts resulting from this solicitation may be extended.

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

not applicable

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

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

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



B. Explain the qualifying circumstances:

The City seeks responses from Respondents demonstrating successful functional, technical, and/or project management experience with Oracle PeopleSoft (Financials and Supply Chain Management (FSCM), Human Capital Management (HCM), Enterprise Learning Management (ELM), Oracle Business Intelligence Applications (OBIA), Oracle Business Intelligence Enterprise Edition (OBIEE)), and City legacy and related systems. These services will be used to assist the Controller's Office and other City Departments with system enhancements, modifications and additional systems support. Services require expert level knowledge of PeopleSoft and related systems. Services are highly specialized and short term in nature. Knowledge transfer at the end of services provided generally occur so that City staff are able to provide these services going forward.

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

- A. Specify required skills and/or expertise: Requires expert level functional and technical knowledge of Oracle PeopleSoft systems, Oracle Business Intelligence, and related City legacy systems. Experience may also include training and knowledge transfer services related to the systems.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1052, IS Business Analyst; 1053, IS Business Analyst-Senior; 1054, IS Business Analyst-Principal; 1064, IS Prg Analyst-Principal; 1070, IS Project Director; 1657, Accountant IV; 1823, Senior Administrative Analyst; 1824, Pr Administrative Analyst; 1825, Prnpl Admin Analyst II; 0931, Manager III; 0932, Manager IV; 0933, Manager V;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain:  
No.

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

This work is highly specialized, and requires expertise with various PeopleSoft modules and related systems. Contractors will work alongside existing Controller staff to assist and supplement on projects as needed. No other resources across the City have the expertise needed to assist with these services.

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

- A. Explain why civil service classes are not applicable.  
Services require expert level knowledge of PeopleSoft and related systems. They are highly specialized and short term in nature. Knowledge transfer at the end of services provided generally occur so that City staff are able to provide these services going forward.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, the work is short-term and highly specialized in nature.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
Yes. Knowledge transfer and training will occur as a part of all contracts that result from the solicitation. Employees will generally be in the 1054, 1053 and 1064 job classes.

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

7. **Union Notification:** On 12/07/2018, the Department notified the following employee organizations of this PSC/RFP request:  
Municipal Executive Association; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21

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

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

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 43296 - 18/19

DHR Analysis/Recommendation:  
Commission Approval Required  
DHR Approved for 02/04/2019

Civil Service Commission Action:

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

**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [joyce.kimotsuki@sfgov.org](mailto:joyce.kimotsuki@sfgov.org)  
**To:** [Kimotsuki, Joyce \(CON\); ecassidy@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; amakavan@ifpte21.org; L21PSCReview@ifpte21.org; Christina@sfmea.com; staff@sfmea.com; Lui, Rebecca \(CON\); DHR-PSCCoordinator, DHR \(HRD\)](mailto:Kimotsuki,Joyce(CON);ecassidy@ifpte21.org;WendyWong26@yahoo.com;wendywong26@yahoo.com;tmathews@ifpte21.org;kschumacher@ifpte21.org;pkim@ifpte21.org;amakavan@ifpte21.org;L21PSCReview@ifpte21.org;Christina@sfmea.com;staff@sfmea.com;Lui,Rebecca(CON);DHR-PSCCoordinator,DHR(HRD)@sfmea.com)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 43296 - 18/19  
**Date:** Friday, December 07, 2018 10:09:33 AM

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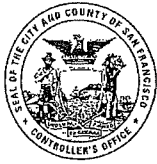
RECEIPT for Union Notification for PSC 43296 - 18/19 more than \$100k

The CONTROLLER -- CON has submitted a request for a Personal Services Contract (PSC) 43296 - 18/19 for \$7,000,000 for Initial Request services for the period 03/06/2019 – 12/31/2023. 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/12229> 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 the Controller  
Financial System Project**

**REQUEST FOR QUALIFICATIONS**  
**Enterprise Resource Planning System Consulting Services**  
**RFQ#CON2017-04**  
**CONTACT: Steve Lee, [steve.w.lee@sfgov.org](mailto:steve.w.lee@sfgov.org), 415-558-7856**

**Background**

In July, 2015, the Office of the Controller began a two year project to replace the City's financial system with a fully integrated Enterprise Resource Planning (ERP) system. Oracle PeopleSoft Financials and Supply Chain Management (FSCM) and Oracle Business Intelligence Enterprise Edition (OBIEE) were selected as the new system, and Accenture LLP was selected as the system integrator to assist with this Citywide implementation. FSCM and OBIEE will be integrated with PeopleSoft Human Capital Management (HCM) and PeopleSoft Enterprise Learning Management (ELM), which are already live and in production. The project is slated to go-live in July 2017. Accenture will provide post go-live support from July 2017 to September 2017.

The City seeks responses from Respondents demonstrating successful functional, technical, and/or project management experience with FSCM, HCM, ELM, OBIEE, Oracle Business Intelligence Applications (OBIA), and City legacy and related systems. These services will be used to supplement the current two year project as needed, and assist the Controller's Office and other City Departments with future system enhancements, modifications and additional post go-live support.

**Intent of this Request for Qualifications (RFQ)**

It is the intent of the Controller's Office to create a prequalified list of firms from which interested City departments, boards, or commissions may choose prospective contractors on an as-needed basis for up to four (4) years of the prequalification notification date. Firms prequalified under this RFQ are not guaranteed a contract.

**Anticipated Contract Period**

The anticipated contract term for contracts resulting from this RFQ may last up to 2 years, with the option to extend the contract for up to 3 additional years. Actual contract term may vary, depending upon service and project needs at the City's sole, absolute discretion. Respondents selected must be available to commence work on or before May, 2017.

**Anticipated Contract Budget**

For each contract resulting from this RFQ, the anticipated not-to-exceed contract budget may range from \$50,000 to \$1,000,000 per year. Actual contract budget may vary, depending upon service and project needs at the City's sole and absolute discretion.

**Subcontracting Requirement:**

Please note there is a 5% Local Business Enterprise (LBE) sub-consulting goal for this Request For Qualifications (RFQ). Contractors will be asked to partner with LBEs during the RFQ process. If your firm fails to submit the correct Contract Monitoring Division (CMD) documentation by Deadline for RFQ Responses, the response may be determined to be non-responsive, rejected, not evaluated, and Respondents will not be eligible to be selected to be on the Prequalified Consultant List for this RFQ. If you have any questions regarding the CMD LBE requirements and CMD Forms (Attachment II), please contact Ryan Young, the CMD Contract Compliance Officer for the Controller's Office at 415-581-2301 or [Ryan.B.Young@sfgov.org](mailto:Ryan.B.Young@sfgov.org).

**Schedule\***

RFQ Issued	01-23-2017
Deadline for RFQ Questions	02-13-2017 (5pm PST)
Deadline for RFQ Answers	02-22-2017 (5pm PST)
<b>Deadline for RFQ Responses</b>	<b>03-10-2017 (5pm PST)</b>
Notice of intent to Establish a Prequalified List	04-21-2017 (5pm PST)

\*Dates are subject to change.

**RFQ Questions and Communications**

Questions must be in writing and received by the Deadline for RFQ Questions. To ensure fair and equal access to information about this RFQ, e-mail your questions to [steve.w.lee@sfgov.org](mailto:steve.w.lee@sfgov.org). No questions will be accepted after this time with the exception of City vendor requirement questions. A summary of the questions and answers pertaining to this solicitation will be posted at <http://mission.sfgov.org/OCABidPublication/BidDetail.aspx?K=11576> by the Deadline for RFQ Answers.

# 1. Introduction

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General terms and acronyms used in this RFQ. The "Respondent" refers to any entity submitting a response to this Request for Qualifications ("RFQ") to be considered for inclusion on a pre-qualified consultant list. The "Contractor" refers to the Respondent(s) awarded contracts for services under this RFQ. Other abbreviations and terms used throughout this RFP include:

**ELM** – Oracle PeopleSoft Enterprise Learning Management

**FSCM** – Oracle PeopleSoft Financials and Supply Chain Management

**F\$P** – Financial System Project, division of the City and County of San Francisco Controller's Office

**HCM** – Oracle PeopleSoft Human Capital Management

**OBIA** – Oracle Business Intelligence Applications

**OBIEE** – Oracle Business Intelligence Enterprise Edition

## 1.1 Statement of Need and Intent

What Does the City Seek? The City and County of San Francisco, California ("City") seeks responses from Respondents demonstrating successful functional and technical experience with FSCM, HCM, ELM, OBIA, OBIEE, and City legacy and related systems. These services will be used to supplement the City's two year Financial System Project (F\$P) as needed, and assist the Controller's Office and other City Departments with future system enhancements, modifications and additional post go-live support.

With Whom Will Contractors Work? Contractors will work with the project team maintaining the new Citywide ERP system (staff from the Office of the Controller), as well as City Departments across the City that require continued post go-live support after the new Citywide Enterprise Resource Planning (ERP) system goes live in July 2017.

What is the City's Intent with this RFQ? Based on responses to this RFQ, it is the intent of the City to create a pre-qualified list of Respondents from which the City may select prospective Contractors for up to 2 years, with the option to extend the contract for up to 3 additional years, for services indicated below in Section 2, Scope of Work. Consistent with San Francisco Administrative Code, Section 21.4(c)(1-2), the City may use the pre-qualified list, at its sole and absolute discretion, for selection of firms and negotiations of contracts for up to four years following establishment of the pre-qualification notification date. The City reserves the right to procure services similar or identical to the services specified in this RFQ by any other means. Multiple contracts may be awarded at the City's sole and absolute discretion in accordance to San Francisco Administrative Code, Section 21.8. No pre-qualified Respondent is guaranteed a contract.

## 1.2 Background of City and County of San Francisco

What is the City? San Francisco is the fourth largest city in California and serves as a center for business, commerce and culture for the West Coast. The City and County of San Francisco, known as the "City", was established by Charter in 1850. It is a legal subdivision of the State of California with the governmental powers of both a city and a county under California law. The City's powers are exercised through a Board of Supervisors serving as the legislative authority, and a Mayor and other independent elected officials serving as the executive authority. The services provided by the City include public protection, public transportation, construction and

maintenance of all public facilities, water, parks, public health systems, social services, planning, tax collection, and many others.

What are the Roles and Responsibilities of the City Controller's Office? The City Controller is the chief accounting officer and auditor for the City and responsible for all financial management systems, procedures, internal control processes and reports that disclose the fiscal condition of the City to managers, policy makers and citizens. The City Controller is also the auditor for the City performing financial and performance audits of departments, agencies, concessions and contracts.

### 1.3 Project Background

#### Financial System Project (F\$P)

In July 2015, the Office of the Controller began a two year project to replace the City's financial system with a fully integrated Enterprise Resource Planning (ERP) system. This project is known as the Financial System Project (F\$P). Oracle PeopleSoft Financials and Supply Chain Management (FSCM) and Oracle Business Intelligence Enterprise Edition (OBIEE) were selected as the new system, and Accenture LLP was selected as the system integrator to assist with this Citywide implementation. The following modules are being implemented:

#### **PeopleSoft Financials**

- General Ledger
- Expenses
- Accounts Payable
- eSettlements
- Receivables
- Cash Management
- Grants Management
- Asset Management

#### **PeopleSoft Supply Chain Management**

- eProcurement
- Supplier Contracts
- Strategic Sourcing
- Purchasing
- eSupplier Connect
- Inventory

In addition to the modules listed above, FSCM will be integrated with HCM and ELM, which are currently deployed and in use. The City currently uses HCM for human capital operations, including Payroll, Human Resources, Benefits Administration, Time & Labor and Absence Management.

The F\$P officially began on July 1, 2015 and the system Go-Live date is July 2017. The project schedule is as follows:

F\$P	2015			2016					2017		
	Plan	BPA	Analyze	Design	Build	Test	Deploy	Post Go Live Support			
System Development											



## 2. Scope of Work

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

### 2.1 Service Areas

Services are required in the following four service areas:

- FSCM, HCM, ELM, OBIA, and OBIEE functional support: Analysis, design, configuration, testing
- FSCM, HCM, ELM, OBIA, and OBIEE technical support, including but not limited to: Peoplesoft Application Engine, Structured Query Report (SQR), PeopleSoft Integration Broker, PeopleSoft Update Manager, web services, development, unit testing, workflow
- FSCM, HCM, ELM, OBIA, and OBIEE pre and post implementation support, project management, user support and training, and implementation of additional modules such as PeopleSoft Maintenance Management and PeopleSoft Deal Management.
- Implementation services, project management, and functional and technical support for legacy, interfacing, and other related systems including but not limited to: Cognos, Informatica, Oracle 11g Database Software, Phire, Control M, UPK, Freshdesk.

Respondents must demonstrate experience as described in at least one (1) of the four service areas listed above. The City recognizes the broad range of work to be performed, and asks that Respondents submit both their general approach and methodology to providing the above services, as well as a more detailed approach related to their area of expertise.

The services listed above may not be comprehensive of all work that will be needed. The City may reach out to the pre-qualified Respondent pool as a result of this RFQ to solicit additional consulting work not included on this list.

Respondents should designate a Project Manager to oversee all work being managed by their firm, and to provide regular status updates to the City. Project Manager shall be the primary contact and shall attend as-needed City meetings to provide updates and status reports on the work being managed by their firm.

## 3. City-Respondent Communications

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*Respondents are specifically directed NOT to contact any employees or officials of the City other than those specifically designated in this RFQ and its Attachments. Unauthorized contact may be cause for rejection of responses at the City's sole and absolute discretion.*

### 3.1 Deadline for RFQ Questions

Please e-mail any questions to [steve.w.lee@sfgov.org](mailto:steve.w.lee@sfgov.org). No oral questions will be accepted. Questions must be in writing and received before the questions deadline on the RFQ schedule. No questions will be accepted after this time with the exception of City vendor compliance.

### 3.2 Summary of Information Requested and Presented

All inquiries should include the number and title of the RFQ. Substantive replies will be memorialized in written addenda to be made part of this RFQ. All addenda will be posted on the Office of Contract Administration website at:

<http://mission.sfgov.org/OCABidPublication/BidDetail.aspx?K=11576>

This RFQ will only be governed by information provided through written addenda. With the exception of Contract Monitoring Division (CMD) or City contracting inquiries, no questions or requests for interpretation will be accepted after 5:00 pm PST on February 13, 2017. Respondents are encouraged to check this website daily for any updates.

### 3.3 City Communication Following Receipt of Qualifications

The City may contact the Respondents for clarification or correction of minor errors or deficiencies in their Responses prior to deeming a Response as non-responsive. Clarifications are "limited exchanges" between the City and a Respondent for the purpose of clarifying certain aspects of the Response, and do not give a Respondent the opportunity to revise or modify its Response. Minor errors or deficiencies are defined as those that do not materially impact the City's evaluation of the Response; for example, failing to label the "original" Response as an "original". For information regarding the City's Evaluation Process, See RFQ Section 5 - Evaluation Criteria.

## 4. Response Requirements

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### 4.1 Time and Submission Requirements of Responses

Responses and all related materials, including all CMD forms, must be received by the Deadline for RFQ Responses listed in the RFQ schedule. **Email responses to Steve Lee at [steve.w.lee@sfgov.org](mailto:steve.w.lee@sfgov.org).** Paper copies of responses are not required. If providing paper copies, mail responses to:

City & County of San Francisco  
Controller's Office – Financial System Project  
Attn: Steve W. Lee  
1155 Market Street, 6<sup>th</sup> Floor  
San Francisco, CA 94103

For mailed responses, include one (1) flash drive OR CD-ROM containing entire contents of response, including all RFQ Attachments. All electronic files on the flash drive or CD-ROM must submit in unprotected PDF or Word format. Electronic files for each Attachment must include all documents submitted for that Attachment in one, separate, complete, electronic file. Each of these separate electronic files must be titled with Respondent's name and Attachment number (e.g. ABC Company Attachment I). Electronic files should include signatures, where applicable.

Late submissions will not be considered.

## 4.2 Response Package

Submissions should clearly be labeled with the RFQ title: RFQ#CON2017-04 Enterprise Resource Planning System Consulting Services.

Complete, but concise responses, are recommended for ease of review by the Evaluation Team. Responses should provide a straightforward, concise description of the Respondent's capabilities to satisfy the requirements of the RFQ. Marketing and sales type information should be excluded. All parts, pages, figures, and tables should be numbered and clearly labeled.

- A. **Please save Attachments as individual files.** All files should be submitted in unprotected PDF or Word format. Electronic files should include signatures, where applicable. RFQ attachments include:

RFQ Attachment I	Acknowledgement of RFQ Terms and Conditions
RFQ Attachment II	CMD Local Business Enterprise Forms
RFQ Attachment III	City's Administrative Requirements
RFQ Attachment IV	City's Agreement Terms and Conditions
RFQ Attachment V	Response Template

## 4.3 LBE Subcontracting Goal for Respondents

The S.F. Administrative Code Chapter 14B Local Business Enterprise (LBE) subcontracting goal for this RFQ is 5 percent (5%) of the total value of the goods and/or services procured. In order to be responsive, Respondents must meet the LBE goal (See RFQ Attachment II for more information). **If your firm fails to submit the correct CMD documentation by Deadline for RFQ Responses, the response may be determined to be non-responsive, rejected, not evaluated, and Respondents will not be eligible to be selected to be on the Prequalified Consultant List for this RFQ. If you have any questions regarding the CMD LBE requirements and CMD Forms (Attachment II), please contact Ryan Young, the CMD Contract Compliance Officer for the Controller's Office at 415-581-2301 or [Ryan.B.Young@sfgov.org](mailto:Ryan.B.Young@sfgov.org).**

### **Department's Justification for Subconsulting Requirement Under 20%:**

Providing Enterprise Resource Planning (ERP) implementation services and post go-live support, employee training/knowledge transfer, requires expert functional and technical knowledge of the Oracle PeopleSoft System suite of products as well as City legacy and related systems, functional and design specification writing, and extensive prior experience with teaching users how to work with the product.

## 4.4 Redact Confidential or Proprietary Information

All documents under this solicitation process are subject to public disclosure per section 67.24 of the San Francisco Administrative Code, "The San Francisco Sunshine Ordinance of 1999."

- a) Nothing in this Administrative Code provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract.
- b) Respondents may redact any confidential or proprietary information, as appropriate, prior to submitting a response to this RFQ.

- c) Respondents should clearly indicate net worth or other proprietary financial data that the City should redact should the RFQ response be publicly disclosed, with the understanding that this information cannot be redacted or withheld should a contract be awarded to the Respondent.

## **5. Evaluation Criteria**

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This section describes the guidelines used for analyzing and evaluating the responses and for Respondent pre-qualification. It is the City's intent to pre-qualify Respondent(s) that provide the best overall qualifications to the City inclusive of fee considerations. Consultant firms selected for pre-qualification are not guaranteed a contract. This RFQ does not in any way limit the City's right to solicit contracts for similar or identical services if, in the City's sole and absolute discretion, it determines the pre-qualified list is inadequate to satisfy its needs. There are two phases to the evaluation process. Responses that pass the Initial Screening process will proceed to the Evaluation Process.

### **5.1 Initial Screening**

The City will review each response for initial determination on responsiveness and acceptability in an Initial Screening process. Elements reviewed during the Initial Screening include, without limitation: Response completeness, compliance with format requirements, compliance with Minimum Qualification requirements, and verifiable references.

Responses are not scored during the Initial Screening process. Initial Screening is a pass/fail determination as to whether a response meets the threshold requirements described above. A response that fails to meet these requirements **will not** be eligible for consideration in the Evaluation Process described below.

The CMD Forms (Attachment II) will be reviewed during the initial screening process which is prior to the evaluation process. If your firm fails to submit the correct CMD documentation by Deadline for RFQ Responses, the response may be determined to be non-responsive, rejected, not evaluated, and Respondents will not be eligible to be selected to be on the Prequalified Consultant List for this RFQ. If you have any questions regarding the CMD LBE requirements and CMD Forms (Attachment II), please contact Ryan Young, the CMD Contract Compliance Officer for the Controller's Office at 415-581-2301 or [Ryan.B.Young@sfgov.org](mailto:Ryan.B.Young@sfgov.org).

The City reserves the right to request clarification from the Respondent prior to rejecting a response for failure to meet the Initial Screening requirements. Clarifications are "limited exchanges" between the City and a Respondent for the purpose of clarifying certain aspects of the Response, and will not give a Respondent the opportunity to revise or modify its response. Responses that meet the Initial Screening requirements shall proceed to the Evaluation Process.

### **5.2 Minimum Qualifications**

Any response that does not demonstrate that the Respondent meets these Minimum Qualifications by the Deadline for RFQ Responses will be considered non-responsive and will not be evaluated or eligible for award of any subsequent contract(s).

The Respondent certifies that it meets the following Minimum Qualifications:

**A. EXPERIENCE:**

Respondent has submitted a minimum of three (3) and no more than five (5) Prior Project Descriptions, as part of RFQ Attachment V response. The services described in all of the Prior Project Descriptions must demonstrate functional, technical and/or project management experience with at least one (1) of the service areas described in Section 2.1, Service Areas. If less than three (3) Prior Project Descriptions are submitted, Minimum Qualifications will not be met and response will not be evaluated, or eligible to be selected to be on the prequalified list for as-needed services for this RFQ. If more than five (5) Prior Project Descriptions are submitted, only the first five (5) will be reviewed for consideration.

**B. PROJECT MANAGEMENT:**

The Project Manager proposed to oversee all consulting work assigned by the City to their firm must have the following:

1. Minimum of seven (7) years of IT project management experience.
2. Minimum five (5) years of functional, technical and/or project management experience with at least one (1) of the service areas described in Section 2.1, Service Areas, performing configuration and customization.

**C. STAFFING:**

All listed team members must have a minimum of two (2) years of consulting experience with at least one (1) of the service areas described in Section 2.1, Service Areas. The Respondents shall identify functional and technical leads and include their resumes. Respondents may also include resumes for supporting principal and senior consultants.

**5.3 SCORING OF RESPONSES**

Qualifications that meet the Initial Screening requirements shall proceed to the Evaluation Process. Qualifications will be evaluated in accordance with the criteria below and the information provided by the Respondent. Evaluation criteria for scoring of responses shall be collectively worth 100 points.

**5.3.1 Firm Qualifications – 20 points**

- a) Respondent's firm history and structure, including total staff size and composition.
- b) Respondent's experience providing Enterprise Resource Planning System consulting services to similar government agency clients, or clients whose size and structure are similar to the City. Respondents should include a representative list of the relevant clients to whom the firm has provided these services.
- c) Respondent's experience with the service areas described in Section 2.1, Service Areas.
- d) Pending or current litigation related to Enterprise Resource Planning System consulting services provided by the firm.
- e) Client relationships severed for reasons other than convenience.
- f) Respondent's capacity and resources to provide the services under this RFQ.

### 5.3.2 Staff Qualifications – 50 points

- a) Qualifications and educational backgrounds of lead staff members, including subcontractor staff, if applicable, proposed to perform services for the City are appropriately demonstrated in response.
- b) The combined experience of staffing plan covers a broad range of service areas as listed in Section 2.1 of this RFQ.

### 5.3.3 Approach and Cost – 25 points

- a) Expectations of client involvement or level of effort are appropriate, and response demonstrates experience with providing services to comparable clients.
- b) Sufficient expertise or methodology to create competitive differences that will be beneficial to the City is demonstrated.
- c) Cost response is sufficiently detailed, reasonable, and appropriate; cost proposal will include competitive hourly staff rates that are comparable to average market rates for this work. Provide tiered rates for any proposed remote (off-site) staff.

The City intends to select a Respondent(s) that will provide the best overall services, and reserves the right to accept other than the lowest-hourly-rate offers and to reject all responses that are not responsive to this RFQ.

The City will negotiate costs and work effort with the selected Respondent(s) to develop a firm fixed price for the contract utilizing a **blended hourly rate** to compensate Respondent for all services. No additional expenses are allowed, including reproduction costs associated with the services, as well as travel, lodging, meals, miscellaneous and any other expenses related to the completion of services. Additional and separate cost reimbursement will not be provided by the City.

Note that hourly rates provided shall apply to any and all as-needed services requested by the City for the full contract period under this RFQ, as applicable.

State clearly the Service Area(s) for which the hourly rates will apply. Separate rates for each Service Area, if different, should be submitted for those responding for more than one Service Area.

### 5.3.4 Completeness of Response Submission – 5 points

- a) Response conforms with RFQ requirements and concisely but comprehensively addresses RFQ requirements.
- b) Response is professionally presented and contains organized content and format.

## 5.4 **Pre-Qualification Process**

Respondents scoring a minimum of 70 out of 100 points will be added to the pre-qualified list for as-needed services. Due to the varied nature of the services to be performed, the City reserves the right to contract with any or all pre-qualified Respondents.

### Reference Checks

Reference checks, including, but not limited to, prior clients as indicated in Attachment V, Response Template, may be used to determine the applicability of Respondent experience to the services the City is requesting and the quality of services and staffing provided to prior

clients, as well as adherence to schedules/budgets and Respondent's problem-solving, project management and communication abilities, as well as performance on deliverables and outcomes, and effectiveness in meeting or exceeding project objectives. If reference checks deem that information included in a Prior Project Description, staffing qualifications, or elsewhere in the response is untruthful, then the City **will** reject the response.

#### Release and Waiver Agreement

To effectuate the candid completion of the reference check above, Respondent is required to sign the RFQ Attachment I, Section 14, Release of Liability.

#### **5.5 Selection from Pre-qualified Lists**

The City may select Contractors from the pre-qualified list in its sole and absolute discretion.

After the pre-qualified list has been established, the City may issue Request(s) for Quotes, Request(s) for Responses, or Oral Selection Interviews/Demonstrations, conduct Reference Checks to the pre-qualified consultant list to better assess qualifications for a specific scope of service, which may include staffing, scheduling, deliverable, and cost considerations. The City reserves the right to request proposals, quotes, oral interviews/demonstrations, and conduct reference checks from vendors simultaneously. Award of contracts will be made in a manner consistent with San Francisco Administrative Code Chapter 21 Section 21.4(c).

#### **5.6 Other Terms and Conditions**

Sunshine Ordinance: In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors' bids, responses to solicitations 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. Respondent understands that any writing presented under this RFQ may be subject to public disclosure.

The selection of any pre-qualified Respondent for contract negotiations shall not imply acceptance by the City of all terms of the response, which may be subject to further negotiation and approvals before the City may be legally bound thereby.

If a satisfactory contract cannot be negotiated in a reasonable time with any pre-qualified Respondent, then the City, in its sole discretion, may terminate negotiations and begin contract negotiations with any other remaining pre-qualified Respondents.

The City, in its sole discretion, has the right to approve or disapprove any staff person assigned to a firm's projects before and throughout the contract term. The City reserves the right at any time to approve, disapprove, or modify proposed project plans, timelines and deliverables.

## **6. Protest Procedures**

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### **6.1 General**

Failure of a Respondent to comply with the protest procedures set forth in this section will render a protest inadequate and non-responsive, and will result in rejection of the protest.

### **6.2 Protest of RFQ Terms**

a) Should a prospective Respondent object on any ground to any provision or legal requirement set forth in the RFQ (including all Appendices and all Addenda), including but not limited to Protests based on allegations that: (i) the RFQ is unlawful in whole or in part, (ii) one or more of the requirements of the RFQ is onerous, unfair, or unclear; (iii) the structure of the RFQ does not provide a correct or optimal process for the solicitation of the Services; (iv) the RFQ contains one or more ambiguity, conflict, discrepancy or other error; or (v) the RFQ unnecessarily precludes alternative solutions to the Services or project at issue, the prospective Respondent must provide timely written notice of Protest as set forth below.

b) By 5:00 p.m. P.S.T on the third (3<sup>rd</sup>) working day of the issuance of the RFQ, any Respondent may submit a written notice of Protest via e-mail to [steve.w.lee@sfgov.org](mailto:steve.w.lee@sfgov.org) as directed by Section 6.1. Protests or notices of Protests delivered orally (e.g., by telephone), by mail, or fax will not be considered.

c) The Protest shall state the basis for the Protest, refer to the specific requirement or portion of the RFQ at issue, and shall describe the modification to the RFQ sought by the prospective Respondent. The Protest shall also include the name, address, telephone number, and email address of the person representing the prospective Respondent.

d) If required, the City may extend the proposal submittal deadline to allow sufficient time to review and investigate the Protest, and issue Addenda to incorporate any necessary changes to the RFQ.

### **6.3 Protest of Non-Responsiveness Determination**

By 5:00 p.m. PST on the fifth (5<sup>th</sup>) working day of the City's issuance of a notice of non-responsiveness, any Respondent that has submitted a Response and who believes that the City has incorrectly determined that its Response is non-responsive, may submit a written notice of protest by e-mail (fax is not acceptable) as directed in Section 6.4. Such notice of protest must be received by the City on or before 5 p.m. PST of the fifth (5<sup>th</sup>) working day following the City's issuance of the notice of non-responsiveness. The notice of protest must include a written statement specifying in detail each and every reason asserted for the protest. The protest must be signed by an individual authorized to represent the Respondent, and must cite the law, rule, local ordinance, procedure or RFQ provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

### **6.4 Protest of Establishment of Prequalified Consultant List**

a) By 5:00 p.m. PST on the fifth (5<sup>th</sup>) working day of the City's issuance of a Notice of Intent to Establish a Prequalified Consultant List, any consultant firm that has submitted a responsive response and believes that the City has incorrectly selected another Respondent for pre-qualification may submit a written notice of protest as directed in Section 6.4. Such notice of



protest must be received by the City on or before 5 p.m. PST of the fifth (5<sup>th</sup>) working day after the City's issuance of the Notice of Intent to Establish a Prequalified Consultant List.

b) The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Respondent, and must cite the law, rule, local ordinance, procedure or RFQ provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

## **6.5 Delivery of Protests**

All protests must be received by the specified date and time deadline. Protests should be transmitted via e-mail that objectively will establish the date the City received the protest. Protests or notice of protests made orally (e.g., by telephone), mail, or by fax will not be considered.

Protests must be delivered to:

E-mail: [steve.w.lee@sfgov.org](mailto:steve.w.lee@sfgov.org)

## **6.6 Protest Review**

a) The Controller's Office will confirm receipt of notice of protest by Respondent which must be submitted in accordance to Section 6.1, 6.2 and 6.3.

b) If a Respondent submits a complete and timely protest, the Controller's Office will review notice of protest soon after receipt of the protest to determine validity of notice, including, but not limited to: (1) receipt by due date; (2) inclusion of a written statement specifying in detail each and every one of the grounds asserted for the protest; (3) signed by an individual authorized to represent the Respondent; (4) citation of the law, rule, local ordinance, procedure or RFQ provision on which the protest is based; and (5) specification of facts and evidence sufficient for the City to determine the validity of the protest.

c) A Respondent may not rely on a Protest submitted by another Respondent, but must timely pursue its own Protest.

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

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

Office is final.

## **7. Vendor Compliance**

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Respondent Team must fulfill the City's administrative requirements for doing business with the City and become a compliant vendor prior to contract award. Fulfillment is defined as completion, submission and approval by applicable City agencies of the forms and requirements.

Prior or similar approved PSC

PSC 41711 - 16/17

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: CONTROLLER -- CON

Dept. Code: CON

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

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

Type of Service: Financial System Implementation and Post Go-Live Support

Funding Source: General & Non General Fund

PSC Amount: \$6,000,000

PSC Est. Start Date: 05/01/2017

PSC Est. End Date: 04/29/2022

**1. Description of Work**

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

The City seeks responses from Respondents demonstrating successful functional, technical, and/or project management experience with Oracle PeopleSoft (Financials and Supply Chain Management (FSCM), Human Capital Management (HCM), Enterprise Learning Management (ELM), Oracle Business Intelligence Applications (OBIA), Oracle Business Intelligence Enterprise Edition (OBIEE)), and City legacy and related systems. These services will be used to supplement the current two year project as needed, and assist the Controller's Office and other City Departments with future system enhancements, modifications and additional post go-live support.

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

These services are critical to ensuring that the Controller Financial System Project (FSP) has adequate support leading up to and through deployment in July 2017, and will allow the project team to seamlessly begin work on future system enhancements and modifications identified during the first phase of the project. Services will also help support City legacy and related systems as needed, which will ease transition to the new Citywide system. Denial could result in a rough transition for City departments once the new system is live, including the possibility of delaying critical business processes across the City.

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

This service has not been provided in the past.

D. Will the contract(s) be renewed?

If needed, the contract may be renewed up to 3 years.

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

not applicable

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

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

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

B. Explain the qualifying circumstances:

Providing Enterprise Resource Planning services, post go-live support, and implementation of additional systems, employee training/knowledge transfer, requires expert functional and technical knowledge of the Oracle PeopleSoft System suite of products including City legacy and related systems, functional and design specification writing, and extensive prior experience with teaching users how to work with the product.

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

A. Specify required skills and/or expertise: Providing Enterprise Resource Planning (ERP) implementation services and post go-live support, employee training/knowledge transfer, requires expert functional and technical knowledge of the Oracle PeopleSoft System suite of products as well as City legacy and related systems, functional and design specification writing, and extensive prior experience with teaching users how to work with the product.

B. Which, if any, civil service class(es) normally perform(s) this work? 1052, IS Business Analyst; 1053, IS Business Analyst-Senior; 1063, IS Programmer Analyst-Senior; 1064, IS Prg Analyst-Principal; 1070, IS Project Director; 1657, Accountant IV; 1823, Senior Administrative Analyst; 1824, Pr Administrative Analyst; 1825, Prnpl Admin Analyst II; 0931, Manager III; 0933, Manager V; 0942, Manager VII;

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

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

This work is highly specialized, and requires expertise with various PeopleSoft modules and related systems. Contractors will work alongside existing Controller staff to assist and supplement on projects as needed. No other resources across the City have the expertise needed to assist with these services.

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

- A. Explain why civil service classes are not applicable.  
This is a short-term, highly specialized service requiring expertise with Enterprise Resource Planning (ERP) implementation services and post go-live support. Civil service classes will manage the system once in production, and will perform all on-going future upgrades.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, the work is short-term and highly specialized in nature

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
Yes. The training plan and number of hours will depend on the consultants and additional systems that may be implemented. A Training Strategy and Training Plan will be deliverables on the project in order to customize training for the City project team. There will also be a knowledge transfer component, as City employees will be working side-by-side with the consultants.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

7. Union Notification: On 01/19/2017, the Department notified the following employee organizations of this PSC/RFP request:  
Municipal Executive Association; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21

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

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

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

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FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 41711 - 16/17

DHR Analysis/Recommendation:

Commission Approval Required

03/20/2017 DHR Approved for 03/20/2017

action date: 03/20/2017

Approved by Civil Service Commission

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: CONTROLLER -- CON

Dept. Code: CON

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

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

Type of Service: Professional Service

Funding Source: Various

PSC Duration: 4 years

PSC Amount: \$300,000

**1. Description of Work**

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

Proposed work includes conducting highly complex economic analysis in the following areas: Fiscal Analysis and Administration, Real Estate Analysis, Labor Market Analysis, Economic Development Strategy, Economic Research. These services may be used to assist the Controller's Office of Economic Analysis, the Office of Economic and Workforce Development, and staff from other departments. The work included may cover the independent economic studies to be conducted by outside consultants which has been required by Board of Supervisors legislation. Experience may include, but is not limited to, research and analysis of industries, markets and communities, as well as assistance with implementation of economic strategies and recommendations.

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

Service are needed to provide complex economic analyses and studies required by the Board of Supervisors legislation and other agencies. The consequences of denial may include the City being out of compliance with required legislation that requires independent economic consultation. If denied, there would be major consequences since City departments and the Board of Supervisors would not have the economic data or information that is necessary to make major policy decisions such as the determination of inclusionary housing requirements, major project initiatives for economic development, etc.

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.

Consultants have provided this service in the past and has been previously approved by the Civil Service Commission.

D. Will the contract(s) be renewed?

It is possible the contract(s) will be renewed, depending on the outcome of the competitive bidding process.

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):

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

B. Explain the qualifying circumstances:

Independent appraisals using consultants are required for these highly complex economic studies that impact major City economic policies.

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

A. Specify required skills and/or expertise: Required skills and expertise needed to conduct highly complex economic analysis in the following areas: Fiscal Analysis and Administration, Real Estate Analysis, Labor Market Analysis, Economic Development Strategy, Economic Research. Experience may include, but is not limited to, research and analysis of industries, markets and communities, as well as assistance with implementation of economic strategies and recommendations.

B. Which, if any, civil service class(es) normally perform(s) this work? 1823, Senior Administrative Analyst; 1824, Pr Administrative Analyst; 0931, Manager III;

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

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

City resources are not appropriate due to the requirement of work to be conducted by independent firms.

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

A. Explain why civil service classes are not applicable.

Civil Services classes are not applicable due to requirement that the economic analysis work be done by independent 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. Not appropriate due to requirement that the economic analysis work must be done by independent consultants.

**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 not appropriate due to requirement that independent consultants conduct the work.

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

No.

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

No.

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

No.

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

No.

7. **Union Notification:** On 11/09/2018, the Department notified the following employee organizations of this PSC/RFP request:  
Management & Superv Local 21; Municipal Executive Association; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21

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

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

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

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 44811 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 02/04/2019



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

**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [joyce.kimotsuki@sfgov.org](mailto:joyce.kimotsuki@sfgov.org)  
**To:** [Kimotsuki, Joyce \(CON\); amakayan@ifpte21.org; Christina@sfmea.com; staff@sfmea.com; ecassidy@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Ng, Melissa \(CON\); DHR-PSCCoordinator, DHR \(HRD\)](mailto:Kimotsuki, Joyce (CON); amakayan@ifpte21.org; Christina@sfmea.com; staff@sfmea.com; ecassidy@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Ng, Melissa (CON); DHR-PSCCoordinator, DHR (HRD))  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 44811 - 18/19  
**Date:** Friday, November 09, 2018 2:10:36 PM

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RECEIPT for Union Notification for PSC 44811 - 18/19 more than \$100k

The CONTROLLER -- CON has submitted a request for a Personal Services Contract (PSC) 44811 - 18/19 for \$300,000 for Initial Request services for the period 01/01/2019 – 12/31/2022. Notification of 30 days (60 days for SEIU) is required.

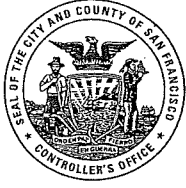
After logging into the system please select link below, view the information and verify receipt:

<http://apps.sfgov.org/dhrdrupal/node/12179> 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 the Controller and  
Office of Economic and Workforce Development

**REQUEST FOR QUALIFICATIONS FOR  
ECONOMIC CONSULTING SERVICES  
CON#RFQ2018-15**

**CONTACT: Joyce Kimotsuki, [CentralContracts@sfgov.org](mailto:CentralContracts@sfgov.org), 415-554-6562**

Update as of 11-02-2018

Page 5 of CON#RFQ2018-15 was revised to reflect removal of Attachment V page limit of 10 pages. Updated Attachment I revised to clarify LBE requirements. No other changes made to CON#RFQ2018-15.

**Background**

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

The City seeks proposals from firms demonstrating successful experience in at least one of the following Service Areas:

- Service Area 1: Fiscal Analysis and Administration
- Service Area 2: Real Estate Analysis
- Service Area 3: Labor Market Analysis
- Service Area 4: Economic Development Strategy
- Service Area 5: Economic Research

**Intent of this Request for Qualifications**

It is the intent of the Controller's Office to create a pre-qualified list of firms from which interested City departments, boards, or commissions may choose prospective contractors on an as-needed basis for two (2) and up to four (4) years if the requirements of San Francisco Administrative Code Section 21.4 (c)(2) from the prequalification notification date are met. Firms pre-qualified under this RFQ are not guaranteed a contract.

**Anticipated Contract Period**

The anticipated contract term is two (2) years, with option to extend for up to three (3) additional years. Actual contract term may vary, depending upon service and project needs at the City's sole and absolute discretion.

**Anticipated Contract Budget**

For each contract resulting from this RFQ, the anticipated not-to-exceed contract budget may range from \$5,000 to \$300,000 per year. Actual contract budget may vary, at the City's sole and absolute discretion.

**Important City's Supplier and Bidder Resources**

City Supplier and Bidder Portal:

<https://sfcitypartner.sfgov.org/>

Job Aids for Proposal Submission via City Portal:

[https://sfcitypartnersupport.sfgov.org/support/search?term=bid&autenticity\\_token=egAx%2F1ZwyPsAyiDIggpmWzve1PpE9GL8uZW1gpHcvSg%3D](https://sfcitypartnersupport.sfgov.org/support/search?term=bid&autenticity_token=egAx%2F1ZwyPsAyiDIggpmWzve1PpE9GL8uZW1gpHcvSg%3D)

City's Sourcing Events (Bid Opportunities):

<https://sfsupplierportal.sfgov.org/psp/supplier/SUPPLIER/ERP/h/?tab=DEFAULT>

Supplier Compliance Questions:

[sfcitypartnersupport@sfgov.org](mailto:sfcitypartnersupport@sfgov.org)

User Support tel. (415) 944-2442

**Chapter 14B Local Business Enterprise Subcontracting Requirement**

The S.F. Administrative Code Chapter 14B Local Business Enterprise (LBE) subcontracting goal for this RFQ and resulting contracts valued at \$55,000 or higher is 5% (five percent) of the total value of the goods and/or services procured. Proposers who wish to be considered for all contracts, including those valued at \$55,000 or higher, must meet the LBE goal and perform the requisite Good Faith Outreach. If Proposer meets/exceeds LBE participation by 35% (i.e. 6.75% LBE participation), Good Faith Outreach requirements will be waived. Proposers who wish to only be considered for contracts under \$55,000 do not need to meet LBE requirements. See RFQ Attachment II for more information.

**Submission of Proposals Requirements**

Proposals and all related materials, including all CMD forms, must be received by Deadline for RFQ Proposals. You must be a registered Bidder to apply to this RFQ so it is important to follow the instructions at the above links.

Proposals must be submitted electronically using BOTH methods:

- (1) Via the City's Supplier Portal listed under Sourcing Events, "CON#RFQ2018-15 Economic Consulting Services":

<https://sfsupplierportal.sfgov.org/psp/supplier/SUPPLIER/ERP/h/?tab=DEFAULT>

And

- (2) Via e-mail to [CentralContracts@sfgov.org](mailto:CentralContracts@sfgov.org)

<b>Schedule*</b>		<p><b>RFQ Questions and Communications</b></p> <p>To ensure fair and equal access to information about this RFQ, e-mail your questions to <a href="mailto:Joyce.Kimotsuki@sfgov.org">Joyce.Kimotsuki@sfgov.org</a>.</p> <p>Questions must be in writing and received by the Deadline for RFQ Questions. No questions will be accepted after this time with the exception of City vendor requirement questions.</p> <p>A summary of the questions and answers pertaining to this solicitation will be posted on the Office of Contract Administration's website at <a href="http://mission.sfgov.org/OCABidPublication/BidDetail.aspx?K=11299">http://mission.sfgov.org/OCABidPublication/BidDetail.aspx?K=11299</a>.</p> <p>It is the responsibility of all proposers to check this link for updates to the RFQ:  <a href="https://sfsupplierportal.sfgov.org/psp/supplier/SUPPLIER/ERP/h/?tab=DEFAULT">https://sfsupplierportal.sfgov.org/psp/supplier/SUPPLIER/ERP/h/?tab=DEFAULT</a></p> <p>*Each date subject to change. All hours are Pacific time zone. Check website for latest schedule.</p>
RFQ Issued	10-26-2018	
Deadline for RFQ Questions	11-01-2018 at 1pm PST	
CMD Informational Conference Call (Tel: 888-363-4735, Code: 357099)	11-02-2018 at 1pm PST	
RFQ Answers available online	11-09-2018	
Deadline for Courtesy email for Intent to Respond	11-14-2018	
CMD Technical Assistance Period (via <a href="mailto:ian.fernando@sfgov.org">ian.fernando@sfgov.org</a> , tel. 415-581-2307)	10-26-2018 to 11-28-2018	
<b>Deadline for RFQ Proposals</b>	<b><u>11-29-2018 at 5pm PST</u></b>	
Notice of Intent to Establish A Pre-Qualified List	01-04-2019	

Controller's Office • City Hall, Room 316 • 1 Dr. Carlton B. Goodlett Place • San Francisco, CA 94102 • 415.554.7500  
<http://www.sfccontroller.org/>

# 1. Introduction

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## 1.1 General terms used in this RFQ

Terms and abbreviations used throughout this RFQ include:

- **The City** – The City and County of San Francisco.
- **Contractor** – The Proposer(s) awarded a contract for services subsequent to pre-qualification under this RFQ.
- **Controller's Office** – The City and County of San Francisco Controller's Office.
- **Local Business Enterprise (LBE)** – A business that is certified by the San Francisco Contracts Monitoring Division (CMD) as an LBE under Admin Code §14B.3. LBEs may be Small-LBEs, Micro-LBEs, or SBA-LBEs, as defined by the Contract Monitoring Division.
- **Office of Economic Analysis (OEA)** – A division of the Controller's Office.
- **Office of Economic and Workforce Development (OEWD)** – The City and County of San Francisco Office of Economic and Workforce Development.
- **Prequalified List of Firms** – a prequalified list of firms from which interested City departments, boards, or commissions may choose prospective contractors on an as-needed basis during the term of the RFQ.
- **Proposer** – Any entity submitting a proposal to this Request for Qualifications.

## 1.2 Background of the Controller's Office of Economic Analysis and the Office of Economic and Workforce Development

The City Controller is the chief accounting officer and auditor for the City and County of San Francisco and responsible for all financial management systems, procedures, internal control processes and reports that disclose the fiscal condition of the City to managers, policy makers and citizens. The City Controller is also the auditor for the City performing financial and performance audits of departments, agencies, concessions and contracts.

Proposition I, passed by the City's voters in November 2004, created the Office of Economic Analysis ("OEA") within the Controller's Office. OEA's primary mission is identifying and reporting on legislation introduced at the Board of Supervisors that has a material economic impact on the City. The office analyzes the likely impacts of legislation on business attraction and retention, job creation, tax and fee revenues, and other matters relating to the overall economic health of the City. For more information regarding OEA's roles and responsibilities, visit <http://co.sfgov.org/oea/>.

The Office of Economic and Workforce Development ("OEWD") provides citywide leadership on economic and workforce development initiatives; identifies key cluster sectors to target for workforce training and economic growth; maintains a system that integrates economic and workforce programs and services; supports small businesses; revitalizes and improves neighborhoods and local economic stability; and promotes San Francisco as a good place for business and investment. For more information regarding OEWD, visit <http://sfgov.org/site/frame.asp?u=http://www.oewd.org>.

## 1.3 Statement of Need and Intent

### What Does the City Seek?

The City seeks proposals from firms demonstrating successful experience in providing economic consulting services. Experience should include: research and analysis of industries, markets and communities, and/or assistance with the implementation of economic strategies and recommendations.

Proposers should have experience working with municipalities (or similar government agencies) on complex economic projects. Proposers without government agency experience must demonstrate how their experience working for other clients is applicable to the scope of this RFQ and to providing services to the City. Additionally, Proposers must have experience in one or more "Service Areas" as described in Sections 2.1 to 2.5 below.

#### With Whom Will Firms Work?

Firms may work with the Controller's Office and the Office of Economic and Workforce Development and may be selected by other interested City departments, boards, and/or commissions for the scope of services described herein.

#### What is the City's Intent with this RFQ?

Based on proposals to this RFQ, the City intends to create a pre-qualified list of consultants from which the City may choose prospective contractors on an as-needed basis for economic consulting services indicated below in Section 2, Scope of Work. This consultant list may be utilized by the City, at its sole and absolute discretion, for contractor selection and negotiations basis for two (2) and up to four (4) years if the requirements of San Francisco Administrative Code Section 21.4 (c)(2) from the prequalification notification date are met. No pre-qualified or selected Proposer is guaranteed a contract.

## **2. Scope of Work**

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This scope of work is a general guide to the work the City anticipates and is not a complete listing of all services that may be required or desired. The City is soliciting qualifications to create a pre-qualified list of firms that may be selected for the services described below.

To minimize duplication of effort and to allow the City to coordinate data requests and data available for the multiple projects solicited within this RFQ, as well as for previous and future projects, the selected Contractors' findings and data may be shared by the City with other City contractors, as deemed appropriate by the City.

#### Is My Firm Expected to Propose for a Specific Project?

No. The City will create a list of pre-qualified firms to draw from for a diverse set of possible projects that may require a range of different and varied experience. Each pre-qualified firm should demonstrate its capabilities by providing Prior Project Descriptions as part of RFQ Attachment V. The City will negotiate the scope of services, budget, deliverables, and timeline for each project it decides to pursue. There is no guarantee of a minimum amount of work or compensation for any of the Proposers selected for pre-qualification. The City may select Contractors from the pre-qualified list in its sole and absolute discretion.

#### Does the City prefer firms to form a large group or consortium to cover more services, or to focus on an area of expertise and respond individually?

The City prefers individual firm proposals focused on the topics that the firm and its lead staff can demonstrate possession of appropriate qualifications. For any proposed Proposer partnerships, at least 50% of proposed work effort on the City's projects must come from the lead Proposer firm.

### **Economic Consulting Services**

Proposers must demonstrate successful experience in providing economic consulting services. Experience should include research and analysis of industries, markets and communities, as well as assistance with implementation of economic strategies and recommendations. Proposers should have

experience working with municipalities (or similar government agencies) on complex economic projects. Proposers without government agency experience must demonstrate how their experience working for other clients is applicable to the scope of this RFQ and to providing services to the City.

Additionally, Proposers must have experience in one or more of the following services ("Service Areas"):

- Service Area 1: Fiscal Analysis and Administration
- Service Area 2: Real Estate Analysis
- Service Area 3: Labor Market Analysis
- Service Area 4: Economic Development Strategy
- Service Area 5: Economic Research

### **2.1 Fiscal Analysis and Administration**

Firms may be pre-qualified for work based on experience analyzing the expected revenue, employment, or overall spending impact of alternative state or local tax, fee, and/or other types of public financing. Experience should include:

- a. Having performed professional and technical analysis in analyzing and forming tax revenue forecasts for local governments, preferably in California. The sources of revenue streams may include property taxes, business taxes, sales taxes, and/or other local taxes.

### **2.2 Real Estate Analysis**

Firms may be pre-qualified for work based on experience that:

- a. Identified potentially appropriate uses for a given parcel, based on a review of market conditions and trends, knowledge of development, financing practices and conditions, public benefit and infrastructure requirements, and/or other relevant parameters, or;
- b. Estimated the costs of development, operation, and/or maintenance associated with proposed development projects, or;
- c. Performed pro-forma analysis of a development scheme, including multi-year cash flow analysis or land residual analysis, or;
- d. Reviewed development proposals and advised in the selection of a developer, or;
- e. Reviewed and analyzed business terms and developed counter-proposals for complex real estate transactions, or;
- f. Researched and analyzed market conditions and trends, or;
- g. Determined the fiscal impacts of alternate development proposals, or;
- h. Performed nexus studies for impact fees, or;
- i. Performed economic analysis of urban housing markets, or;
- j. Assessed the feasibility of different development finance tools or structures, or;
- k. Performed stakeholder research that was used to inform the evaluation of a proposed development project or development tool's feasibility, and/or to inform the evaluation of an ownership structure, potential partnership, proposed tenant/user, or organizational structure's feasibility.

This experience may have been gained relative to any land use or product type, including but not limited to market rate and affordable housing, commercial, hospitality and other tourism-related land uses, special event-related land uses, athletic facilities, parks and other public spaces, industrial, civic, institutional, or infrastructure.

### **2.3 Labor Market Analysis**



Firms may be pre-qualified for work based on experience that:

- a. Analyzed a community's workforce skills and capabilities, or;
- b. Analyzed the employment opportunities and projections, skills and competencies required, career lattices, or career development opportunities in an industry or specific employer, or;
- c. Conducted statistical analysis of employee wage data within or across sectors, industries, or employers, or;
- d. Analyzed employee wage data for disparities based on race/ethnicity, gender, and/or other factors, or;
- e. Analyzed race and/or gender-based discrimination among employees within or across sectors, industries, or employers; or
- f. Analyzed labor market demand, including skills required for employment and/or the impacts of technological change on employment;
- g. Performed follow-up activities to implement the recommended programs and strategies resulting from any of the tasks listed above in Section 2.3.

#### **2.4 Economic Development Strategy**

Firms may be pre-qualified for work based on experience that:

- a. Developed an economic strategy that analyzed neighborhood, city, or regional economic composition and performance, the structure and competitiveness of an industry or industry clusters, local factor conditions, and best practices in local economic development policy areas, or;
- b. Conducted retail sales surplus and leakage analysis, or;
- c. Performed quantitative or qualitative market research in neighborhoods to inform economic development strategy recommendations, or;
- d. Performed follow-up activities to implement recommended programs and strategies resulting from any of the three tasks listed above under 2.4.

#### **2.5 Economic Research**

Firms may be pre-qualified for work based on experience that:

- a. Prepared and implemented survey or interview research designs concerning business and consumer behavior, or;
- b. Performed econometric analysis of statistical data related to urban policy issues.

### **3. City-Proposer Communications**

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*Proposers are specifically directed NOT to contact any employees or officials of the City other than those specifically designated in this RFQ and its Attachments. Unauthorized contact may be cause for rejection of proposals at the City's sole and absolute discretion.*

#### **3.1 Questions**

Please e-mail any questions to [CentralContracts@sfgov.org](mailto:CentralContracts@sfgov.org). No oral questions will be accepted. Questions must be in writing and received before on 11-01-2018 at 1:00 p.m. PST. No questions will be accepted after this time with the exception of City vendor compliance.

### 3.2 Summary of Information Requested and Presented

A summary of all questions and answers pertaining to this RFQ will be posted on the City's website at the following link under Sourcing Event, "CON#RFQ2018-15 Economic Consulting Services":  
<https://sfsupplierportal.sfgov.org/psp/supplier/SUPPLIER/ERP/h/?tab=DEFAULT>

It is the Proposer's responsibility to check this Website for any updates. The City recommends that Proposers check the Website for updates on a daily basis at a minimum.

### 3.3 City Communication Following Receipt of Proposals

The City may contact the Proposers for clarification or correction of minor errors or deficiencies in their Proposals prior to deeming a Proposal as non-responsive. Clarifications are "limited exchanges" between the City and a Proposer for the purpose of clarifying certain aspects of the Proposals, and do not give a Proposer the opportunity to revise or modify its Proposal. Minor errors or deficiencies are defined as those that do not materially impact the City's evaluation of the Proposal. For information regarding the City's Evaluation Process, see RFQ Section 5 - Evaluation Criteria.

## 4. Proposal Requirements

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### 4.1 Time and Place for Submission of Proposals

Proposals and all related materials, including CMD forms, must be received by **Deadline for RFQ Proposals** on 11/29/2018 at 5:00 p.m. PST.

Proposals must be submitted electronically using BOTH methods:

- (1) Via the City's Supplier Portal listed under Sourcing Events, "CON#RFQ2018-15 Economic Consulting Services":

<https://sfsupplierportal.sfgov.org/psp/supplier/SUPPLIER/ERP/h/?tab=DEFAULT>

And

- (2) Via e-mail to [CentralContracts@sfgov.org](mailto:CentralContracts@sfgov.org)

### 4.2 Proposal Package

Complete, but concise proposals, are recommended for ease of review by the Evaluation Team. Proposals should provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the RFQ. Marketing and sales type information should be excluded. All parts, pages, figures, and tables should be numbered and clearly labeled.

For word processing documents, the department prefers that text be unjustified (i.e., with a ragged-right margin) and use a serif font (e.g., Times Roman, and not Arial) and no smaller than size 12-point font, and that pages have margins of at least 1" on all sides (excluding headers and footers). Please include a Table of Contents.

Please note the following page limits for Attachment V.

Please note that there is a page limit of 10 pages for Attachment V.

- Each Prior Project Description has a page limit of 3 pages.
- In addition to the Prior Project Descriptions, the remainder of the proposal has a page limit of 7 pages: Firm Qualifications – 3 pages, Staff Qualifications – 1 page, Approach and Cost – 3 pages.
- Any pages beyond that page limit will not be reviewed.
- Copies of resumes do not count toward the page limit.

#### **Proposal Item Checklist**

**RFQ Attachment I** – Acknowledgement of RFQ Terms and Conditions

**RFQ Attachment II** – Contract Monitoring Division’s (CMD) Local Business Enterprise Forms  
Refer to RFQ Section 5.1.1.1 for required CMD forms.

**RFQ Attachment III** – City’s Administrative Requirements

**RFQ Attachment IV** – City’s Agreement Terms and Conditions

**RFQ Attachment V** – Proposal Template

Each Attachment must include all documents submitted for that Attachment in one, separate, complete file. Each of these separate files must be titled with Proposer’s name and Attachment number (e.g. **ABC Company Attachment I, ABC Company Attachment II**), in that **specific** order. Each file should include signatures, where applicable.

Proposers are advised to review RFQ Attachments I through IV before beginning work on Proposal Template in RFQ Attachment V to ensure that City’s requirements can be met.

#### **4.3 Content**

Firms interested in responding to this RFQ must submit the information required in Section 5, in the order specified in Attachment V: Proposal Template. Even if using an alternative format for your proposal, the information in Attachment V must be included in the order specified to be scored appropriately.

Proposals received under this RFQ that fail to address each of the requested items in sufficient and complete detail to substantiate that the Proposer can meet the City’s minimum qualifications, will be deemed non-responsive and will not be considered for prequalification. Note that proposals stating, “to be provided upon request” or “to be determined” or the like, or that do not otherwise provide the information requested (left blank) are not acceptable and shall be deemed non-responsive.

#### **4.4 Redact Confidential or Proprietary Information**

All documents under this solicitation process are subject to public disclosure per section 67.24 of the San Francisco Administrative Code, “The San Francisco Sunshine Ordinance of 1999.”

4.4.1 Proposals to RFQs, contracts, and all other records of communications between the City and Proposers shall be open to inspection immediately after a contract has been awarded. Nothing in

this Administrative Code provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit *until and unless that person or organization is awarded the contract.*

- 4.4.2 Proposers may redact any confidential or proprietary information, as appropriate, prior to submitting a proposal to this RFQ.
- 4.4.3 Proposers should clearly indicate net worth or other proprietary financial data that the City should redact should the RFQ proposal be publicly disclosed, with the understanding that this information cannot be redacted or withheld should a contract be awarded to the Proposer.

## **5. Evaluation Criteria**

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This section describes the guidelines used for analyzing and evaluating the proposals and for Proposer pre-qualification. It is the City's intent to pre-qualify Proposer(s) that provide the best overall qualifications to the City inclusive of fee considerations. Consultant firms selected for pre-qualification are not guaranteed a contract. The City may add prequalified firms to this pool before the pool expiration date. This RFQ does not in any way limit the City's right to solicit contracts for similar or identical services if, in the City's sole and absolute discretion, it determines the pre-qualified list is inadequate to satisfy its needs. There are two phases to the evaluation process. City and CMD staff first perform an Initial Screening process as described in Section 5.1. Proposals that pass the Initial Screening process will proceed to the Evaluation Process described in Section 5.3.

### **5.1 Initial Screening**

The City will review each proposal for initial determination on responsiveness and acceptability in an Initial Screening process. Elements reviewed during the Initial Screening include, without limitation: Proposal completeness, compliance with format requirements, compliance with Minimum Qualification requirements, and verifiable references.

Proposals are not scored during the Initial Screening process. Initial Screening is a pass/fail determination as to whether a proposal meets the threshold requirements described above. A proposal that fails to meet these requirements **will not** be eligible for consideration in the Evaluation Process described below in Section 5.3. The City reserves the right to request clarification from the Proposer prior to rejecting a proposal for failure to meet the Initial Screening requirements. Clarifications are "limited exchanges" between the City and a Proposer for the purpose of clarifying certain aspects of the proposal, and will not give a Proposer the opportunity to revise or modify its proposal. Proposals that meet the Initial Screening requirements shall proceed to the Evaluation Process described below in Section 5.3.

#### **5.1.1 Local Business Enterprise Requirements and Outreach**

The CMD Attachment 2 forms will be reviewed during the Initial Screening, which is prior to the Evaluation of Firms (that met Minimum Qualifications). **Each solicitation process under this RFQ and any resulting solicitation process requires a new submittal of CMD Attachment 2 forms** that can be downloaded at the following link:

<http://sfgov.org/cmd/sites/default/files/Documents/CMD%20Attachment%202%20-%208.01.16.pdf>

More information regarding these requirements can be found at:  
<http://www.sfgov.org/cmd>

### 5.1.1.1 CMD DOCUMENTS DUE BY DEADLINE FOR RFQ PROPOSALS

The S.F. Administrative Code Chapter 14B Local Business Enterprise (LBE) subcontracting goal for this RFQ and resulting contracts valued at \$55,000 or higher is 5% (five percent) of the total value of the goods and/or services procured. Proposers who wish to be considered for all contracts, including those valued at \$55,000 or higher must meet the LBE goal and perform the requisite Good Faith Outreach. If Proposers meet/exceed LBE participation by 35% (i.e. 6.75% LBE participation), Good Faith Outreach requirements will be waived.

For proposers who **do** meet/exceed LBE participation by 35% (i.e. 6.75% LBE participation) and wish to be considered for all contracts, including those valued at \$55,000 or higher, firms must submit the following documents by the **Deadline for RFQ Proposals**:

1. Form 2A – CMD Contract Participation Form
2. Form 3 – CMD Non-Discrimination Affidavit
3. Form 4 – CMD Joint Venture Form (if applicable)

For proposers who **do not** meet/exceed LBE participation by 35% (i.e. 6.75% LBE participation) and wish to be considered for all contracts, including those valued at \$55,000 or higher, firms must submit the following documents by the **Deadline for RFQ Proposals**:

1. Form 2A – CMD Contract Participation Form
2. Form 2B – CMD Good Faith Outreach Requirements Form
3. Form 3 – CMD Non-Discrimination Affidavit
4. Form 4 – CMD Joint Venture Form (if applicable)

For proposers who wish to be considered only for contracts valued at under \$55,000, firms must submit the following documents by the **Deadline for RFQ Proposals**:

1. Form 2A – CMD Contract Participation Form
2. Form 3 – CMD Non-Discrimination Affidavit
3. Form 4 – CMD Joint Venture Form (if applicable)

If your firm fails to submit the correct 5.1.1.1 CMD documentation by **Deadline for RFQ Proposals**, the proposal may be determined to be non-responsive, rejected, not evaluated, and Proposers will not be eligible to be on the Prequalified Consultant List for this RFQ. If you have any questions regarding the CMD LBE requirements, please contact Ian Fernando, the CMD Contract Compliance Officer for the Controller's Office at 415-581-2307 or [ian.fernando@sfgov.org](mailto:ian.fernando@sfgov.org).

### 5.1.1.2 LOCAL BUSINESS ENTERPRISE GOALS AND OUTREACH

The requirements of the Local Business Enterprise (LBE) and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the S.F. Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance") shall apply to this solicitation. More information regarding these requirements can be found at:  
<http://www.sfgov.org/cmd>

### 5.1.1.3 LBE SUB-CONSULTANT PARTICIPATION REQUIREMENT

Please refer to San Francisco Administrative Code Chapter 14B and CMD Attachment 2 for information concerning the City's LBE program.

The S.F. Administrative Code Chapter 14B Local Business Enterprise (LBE) subcontracting requirement for this RFQ and resulting contracts is 5% for contracts valued at \$55,000 or over. The S.F. Administrative Code Chapter 14B Local Business Enterprise (LBE) subcontracting requirement for this RFQ and resulting contracts is waived for contracts valued at under \$55,000.

### 5.1.1.4 LBE PARTICIPATION AND RATING BONUSES

The City strongly encourages proposals from qualified LBEs. Pursuant to Chapter 14B, the following rating bonuses will be in effect for the award of this project for any Proposers who are certified as a Small or Micro-LBE, or joint ventures where the joint venture partners are in the same discipline and have the specific levels of participation as identified below. Only firms that are certified by the Deadline for RFQ are eligible for rating bonuses. Please contact the LBE Certification Unit as soon as possible to ensure the required documents are available for review for eligibility of rating bonuses: [lbecert@sfgov.org](mailto:lbecert@sfgov.org), tel. (415) 581-2310.

Information about applying to become a certified LBE is at this link: <https://sfgov.org/lbecert>

To request an expedited review of Small-or Micro-LBE certification, please contact the Certification Unit of the Contract Monitoring Division (CMD). Include in your email and application for certification to CMD that certification is requested by 11-29-2018 for CON#RFQ 2018-15 Economic Consulting Services. Please note that requesting an expedited review does not guarantee certification by the proposal submission due date.

CMD Forms must be submitted by the proposal submission deadline. The forms and detailed information about the 14B requirements can be found at this link:

<https://sfgov.org/cmd/sites/default/files/Documents/CMD%20Attachment%205%20-%20208.01.16.pdf>

For questions regarding CMD requirements and RFQ Attachment II, please immediately contact [ian.fernando@sfgov.org](mailto:ian.fernando@sfgov.org); tel. (415) 581-2307.

The rating bonus applies at each phase of the selection process. The application of the rating bonus is as follows:

- a) A 10% bonus to a Small or Micro LBE—including Non-Profit; or a joint venture between or among Small or Micro LBEs; or
- b) A 5% bonus to a joint venture with LBE participation that equals or exceeds 35%, but is under 40%; or a CMD certified SBA-LBE.
- c) A 7.5% bonus to a joint venture with LBE participation that equals or exceeds 40%;

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

## 5.2 Minimum Qualifications

The Minimum Qualifications are used by the City to determine whether the Proposer and the proposed staff identified to complete all tasks specified in the scope of work have had experience on projects comparable to the services the City is requesting. Any proposal that does not demonstrate that the Proposer meets these minimum qualifications by the proposal deadline will be considered non-responsive and will not be evaluated or eligible for award of any subsequent contract(s).

By submitting a proposal, the Proposer certifies that:

### A. EXPERIENCE:

Firm has submitted five (5) Prior Project Descriptions for EACH SERVICE AREA as part of the RFQ Attachment V proposal. **If applying for more than one (1) Service Area, please note that one Prior Project Description can apply to more than one Service Area.** The five (5) Prior Project Descriptions for EACH SERVICE AREA must meet all of the following criteria:

1. The services/experiences described in all of the Prior Project Descriptions must be comparable to the services the City is requesting. A Prior Project Description can apply to more than one Service Area.
2. The services described in all of the Prior Project Descriptions must have been provided to public sector municipalities, similar government agencies, or other comparable clients on topics described in Section 2 Scope of Work.
3. For qualification under Section 2.2 Real Estate Analysis, at least three (3) of the subareas listed in Section 2 Scope of Work must be addressed in the five (5) project descriptions.
4. For qualification under Section 2.3 Labor Market Analysis, at least two (2) of the subareas listed in Section 2 Scope of Work must be addressed in the five (5) project descriptions.
5. All Prior Project Descriptions must demonstrate successful completion within ten (10) years from the issuance date of this RFQ (successful completion means project outcomes have been approved by client).

### B. STAFFING

The lead staff proposed to be assigned to the City's project(s) must individually have had a technical or management role in at least three (3) of the Prior Project Descriptions submitted. Proposers may submit additional Prior Project Descriptions if needed to demonstrate each lead staff member's participation in relevant projects.

## Evaluation Team

City representatives will serve as the Evaluation Team responsible for evaluating Proposers. Specifically, the team will be responsible for the evaluation and rating of the proposals for pre-qualification, for conducting reference checks, and for interviews, if desired by the City.

## 5.3 Evaluation Criteria for Pre-qualification (100 points)

Each RFQ proposal that meets the Minimum Qualifications will be evaluated in accordance with the criteria below. A Proposer must receive a score of 70 points or above out of the 100 total possible points to be pre-qualified.

### 5.3.1 Firm Qualifications – 20 points

- a) Proposer's firm history and structure.
- b) Proposer's experience providing economic consulting services to public sector municipal or similar clients, including the representative list of the clients to whom the firm has provided economic services.
- c) If applicable, Client relationships severed for reasons other than convenience.
- d) Proposer's capacity and resources to provide the services under this RFQ.

### 5.3.2 Staff Qualifications – 40 points

- a) Clarity and appropriateness of proposed staffing structure.
- b) Qualifications and educational backgrounds of lead staff members, including subcontractor staff, if applicable, proposed to perform services for the City are appropriately demonstrated for each Service Area indicated in proposal.

### 5.3.3 Approach and Cost – 30 points

- a) Client involvement or level of effort is appropriate.
- b) Experience with providing comparable services to clients.
- c) Sufficient expertise or methodology to create competitive differences that will be beneficial to the City is demonstrated.
- d) Cost proposal is sufficiently detailed, reasonable and appropriate.

### 5.3.4 Completeness of Proposal Submission – 10 points

- a) Proposal conforms with RFQ requirements and concisely but comprehensively addresses RFQ requirements.
- b) Proposal is professionally presented and contains organized content and format.

## 5.4 Contractor Selection Process

Proposers scoring 70 points and above for each Service Area will be added to the pre-qualified list for as-needed services in that Service Area. Due to the varied nature of the services to be performed, the City reserves the right to contract with any or all pre-qualified Proposers.

### Selection Interviews

Following the Proposal Evaluation process, Proposers may be invited to interviews with the Evaluation Team. Interviews, if pursued by the City, will consist of standard questions asked of selected Proposers, and specific questions regarding individual proposals. The City has sole and absolute discretion over whether interviews will be conducted or not to select Proposers for contract negotiations.

### Reference Checks

Reference checks, including, but not limited to, prior clients as indicated in Attachment V Prior Project Description(s), may be used to determine the applicability of Proposer experience to the services the City is requesting and the quality of services and staffing provided to prior clients, as well as adherence to schedules/budgets and Proposer's problem-solving, project management and communication abilities, as well as performance on deliverables and outcomes, and effectiveness in meeting or exceeding project objectives. The City has sole and absolute discretion in determining if reference checks will be conducted.



## 5.5 Selection from Prequalified Lists

The City may select Contractors from the pre-qualified list in its sole and absolute discretion.

After the pre-qualified list has been established, the City may issue Request(s) for Quotes, Request(s) for Proposals, or Selection Interviews to the pre-qualified consultant list to better assess qualifications for a specific scope of service, which may include staffing, scheduling, deliverable, and cost considerations. The City reserves the right to request proposals, quotes, or interviews from consultants in one service category or multiple service categories simultaneously. Award of contracts will be made in a manner consistent with San Francisco Administrative Code Chapter 21 Section 21.4(c).

## 5.6 Other Terms and Conditions

The selection of any pre-qualified Proposer for contract negotiations shall not imply acceptance by the City of all terms of the proposal, which may be subject to further negotiation and approvals before the City may be legally bound thereby.

If a satisfactory contract cannot be negotiated in a reasonable time with any pre-qualified Proposer, then the City, in its sole discretion, may terminate negotiations and begin contract negotiations with any other remaining pre-qualified Proposers. Due to the varied nature of the services to be performed, the City reserves the right to contract with any or all pre-qualified Proposers.

The City, in its sole discretion, has the right to approve or disapprove any staff person assigned to a firm's projects before and throughout the contract term. The City reserves the right at any time to approve, disapprove, or modify proposed project plans, timelines and deliverables.

# 6. Protest Procedures

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## 6.1 Protest of RFQ Terms

Failure of a Proposer to comply with the protest procedures set forth in this section will render a protest inadequate and non-responsive, and will result in rejection of the protest.

Should a prospective Proposer object on any ground to any provision or legal requirement set forth in the RFQ (including all Appendices and all Addenda), including but not limited to Protests based on allegations that: (i) the RFQ is unlawful in whole or in part, (ii) one or more of the requirements of the RFQ is onerous, unfair, or unclear; (iii) the structure of the RFQ does not provide a correct or optimal process for the solicitation of the Services; (iv) the RFQ contains one or more ambiguity, conflict, discrepancy or other error; or (v) the RFQ unnecessarily precludes alternative solutions to the Services or project at issue, the prospective Proposer must provide timely written notice of Protest as set forth below.

By 5:00 p.m. P.S.T on the third (3<sup>rd</sup>) working day after issuance of the RFQ, any Proposer may submit a written notice of Protest via e-mail to [CentralContracts@sfgov.org](mailto:CentralContracts@sfgov.org) as directed by Section 6.1. Protests or notices of Protests delivered orally (e.g., by telephone) will not be considered.

The Protest shall state the basis for the Protest, refer to the specific requirement or portion of the RFQ at issue, and shall describe the modification to the RFQ sought by the prospective Proposer. The Protest

shall also include the name, address, telephone number, and email address of the person representing the prospective Proposer.

The City, in its sole and absolute discretion, may extend the proposal submittal deadline to allow sufficient time to review and investigate the Protest, and issue Addenda to incorporate any necessary changes to the RFQ.

## **6.2 Protest of Non-Responsiveness Determination**

By 5:00 p.m. PST on the fifth (5<sup>th</sup>) working day after the City's issuance of a notice of non-responsiveness, any Proposer that has submitted a proposal and believes that the City has incorrectly determined that its proposal is non-responsive, may submit a written notice of protest by e-mail (fax is not acceptable) as directed in Section 6.4. Such notice of protest must be received by the City on or before 5 p.m. PST of the fifth (5<sup>th</sup>) working day following the City's issuance of the notice of non-responsiveness.

The notice of protest must include a written statement specifying in detail each and every reason asserted for the protest. The protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or RFQ provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

## **6.3 Protest of Establishment of Prequalified Consultant List**

By 5:00 p.m. PST on the fifth (5<sup>th</sup>) working day after the City's issuance of a Notice of Intent to Establish a Prequalified Consultant List, any consultant firm that has submitted a responsive proposal and believes that the City has incorrectly (i) been excluded from the prequalified list or (ii) selected another Proposer for prequalification may submit a written notice of protest as directed in Section 6.4. Such notice of protest must be received by the City on or before 5 p.m. PST of the fifth (5<sup>th</sup>) working day after the City's issuance of the Notice of Intent to Establish a Prequalified Consultant List.

The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or RFQ provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

## **6.4 Delivery of Protests**

All protests must be received by the specified dates and time deadlines specified in Section 6.1, 6.2 and 6.3. Protests or notice of protests made orally (e.g., by telephone) or by fax will not be considered.

Protests must be delivered via:

E-mail: [CentralContracts@sfgov.org](mailto:CentralContracts@sfgov.org)

## **6.5 Protest Review**

The Controller's Office will confirm receipt of notice of protest by Proposer which must be submitted in accordance to Section 6.1, 6.2, 6.3, and 6.4.

If a Proposer submits a complete and timely protest, the Controller's Office will review the notice of protest soon after receipt to determine validity of notice, including, but not limited to: (1) receipt by due date; (2) inclusion of a written statement specifying in detail each and every one of the grounds asserted for the protest; (3) signed by an individual authorized to represent the Proposer; (4) citation of the law, rule, local ordinance, procedure or RFQ provision on which the protest is based; and (5) specification of facts and evidence sufficient for the City to determine the validity of the protest.

A Proposer may not rely on a Protest submitted by another Proposer, but must timely pursue its own Protest.

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

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

## **7. Supplier Compliance**

Proposer Team must fulfill the City's administrative requirements for doing business with the City and become a compliant supplier prior to contract award. Fulfillment is defined as completion, submission and approval by applicable City agencies of the forms and requirements referenced in RFQ Attachment III.

Prior or similar approved PSC

PSC 47282-15/16

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: CONTROLLER -- CON Dept. Code: CON

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

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

Type of Service: Economic Consulting

Funding Source: General Fund PSC Duration: 4 years 43 weeks
PSC Amount: \$300,000 PSC Est. Start Date: 09/01/2016 PSC Est. End Date: 06/30/2021

1. Description of Work

A. Scope of Work:

Proposed work includes conducting highly complex economic analysis in the following areas: Fiscal Analysis and Administration, Real Estate Analysis, Labor Market Analysis, Economic Development Strategy, Economic Research. These services may be used to assist the Controller's Office of Economic Analysis, the Office of Economic and Workforce Development, and staff from other departments. The work included may cover the independent economic studies to be conducted by outside consultants which has been required by Board of Supervisors legislation. Experience may include, but is not limited to, research and analysis of industries, markets and communities, as well as assistance with implementation of economic strategies and recommendations.

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

Service are needed to provide complex economic analyses and studies required by the Board of Supervisors legislation and other agencies. The consequences of denial may include the City being out of compliance with required legislation that requires independent economic consultation. If denied, there would be major consequences since City departments and the Board of Supervisors would not have the economic data or information that is necessary to make major policy decisions such as the determination of inclusionary housing requirements, major project initiatives for economic development, etc.

C. Has this service been provided in the past. If so, how? If the service was provided via a PSC, provide the most recently approved PSC # and upload a copy of the PSC. Consultants have provided this service in the past and has been previously approved by the Civil Service Commission.

D. Will the contract(s) be renewed? It is possible the contract(s) will be renewed, depending on the outcome c

2. Union Notification: On 06/20/2016, the Department notified the following employee organizations of this PSC/RFP request: Management & Superv Local 21; Municipal Executive Association; Prof & Tech Eng, Local 21; Professional & Tech En

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FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 47282 - 15/16

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 08/15/2016

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

A. Specify required skills and/or expertise:  
 Required skills and expertise needed to conduct highly complex economic analysis in the following areas: Fiscal Analysis and Administration, Real Estate Analysis, Labor Market Analysis, Economic Development Strategy, Economic Research. Experience may include, but is not limited to, research and analysis of industries, markets and communities, as well as assistance with implementation of economic strategies and recommendations.

B. Which, if any, civil service class(es) normally perform(s) this work?  
 1823,1824,0931,

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

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

A. Explain why civil service classes are not applicable:

Civil Services classes are not applicable due to requirement that the economic analysis work be done by independent consultants.

B. Would it be practical to adopt a new civil service class to perform this work? Explain.  
 Not appropriate since requirement that the economic analysis work be done by independent consultants.

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

	<u>YES</u>	<u>NO</u>
A. Will the contractor directly supervise City and County employee?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B. Will the contractor train City and County employee? Training not appropriate due to requirement that independent consultants c	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C. Are there legal mandates requiring the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D. Are there federal or state grant requirements regarding the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
E. Has a board or commission determined that contracting is the most effective way to provide this service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
F. Will the proposed work be completed by a contractor that has a current PSC contract with your department?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD  
 ON 07/21/2016 BY:

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

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

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 Consulting, IT Project Management

Funding Source: General Fund - Annual Continuing Fund (COI) PSC Duration: 7 years 2 weeks

PSC Amount: \$1,000,000

**1. Description of Work**

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

The scope of the specialized consulting and project management services is a long-term services contract including: the development of enterprise requirements, request for qualifications, request for proposals, vendor selection, negotiations, project implementation, project acceptance, post-implementation support.

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

The City and County of San Francisco (CCSF) requires a new CAD system because its current system has been discontinued and minimal vendor support is available. The project is approved by Committee on Information Technology (COIT). Public Safety Computer-Aided Dispatch (CAD) systems are highly complex, mission-critical, life-safety systems. The procurement and implementation of CAD systems is a multi-year endeavor, and will cost the CCSF in excess of \$20 million. The hiring of a CAD consultant for DEM would follow industry best practices. DEM and its consultant will have to develop an RFP with several thousand requirements, including system integrations, based on the most state-of-the-art solutions, as well as next-generation capabilities. CCSF public safety stakeholders will need to be interviewed for technical and change management requirements. Department of Emergency Management (DEM) and its consultant will have to evaluate multiple CAD vendor RFP responses, and conduct interviews. The consultant will help ensure that the vendors are held accountable for their responses and implementation. Since CAD serves as a jurisdiction's 911-dispatch system, it is a life safety system for citizens and first responders. Thus the reliability and security of the solution, as well as the scope of engagement require an experienced consultant to support DEM's project team and the project's stakeholders. Consequences of denial are significant: failure to procure a CAD system and increased risks and costs of maintain the existing, obsolete life-safety system.

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

This type of 3rd party service has been provided in the past. Reference PSC 49790 and PSC 46096-14/15

D. Will the contract(s) be renewed?

TBD

- 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: 7 years. The scope of the specialized consulting and project management services is a long-term endeavor including: the development of enterprise requirements, request for qualifications, request for proposals, vendor selection, negotiations, project implementation, project acceptance, post-implementation support

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

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

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

- B. Explain the qualifying circumstances:

The CCSF requires a new CAD system because its current system has been discontinued and minimal vendor support is available. The project is approved by COIT. Public Safety CAD systems are highly complex, mission-critical, life-safety systems. The procurement and implementation of CAD systems is a multi-year endeavor, and will cost the CCSF in excess of \$20 million. The hiring of a CAD consultant for Department of Emergency Management (DEM) would follow industry best practices. DEM and its consultant will have to develop an RFP with several thousand requirements, including system integrations, based on the most state-of-the-art solutions, as well as next-generation capabilities. CCSF public safety stakeholders will need to be interviewed for technical and change management requirements. DEM and its consultant will have to evaluate multiple CAD vendor RFP responses, and conduct interviews. The consultant will help ensure that the vendors are held accountable for their responses and implementation. Since CAD serves as a jurisdiction's 911-dispatch system, it is a life safety system for citizens and first responders. Thus the reliability and security of the solution, as well as the scope of engagement require an experienced consultant to support DEM's project team and the project's stakeholders.

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

- A. Specify required skills and/or expertise: Cross-functional, and cross-disciplinary, public safety, mission-critical, life-safety IT project management and engineering services.

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

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

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

None to date.

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

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

Specialized services for a mission-critical industry and applications for a large scale IT system procured and implemented on a cyclical basis (ex. 10 years).

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. Specialized services for a mission-critical industry and applications for a large scale IT system procured and implemented on a cyclical basis (ex. 10 years).



**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
No. The consulting firm we would hire for the services we need would not be doing any training. The services we need are subject matter expert consulting services in the fields of Computer-Aided Dispatch, Next Generation 9-1-1 (NG9-1-1).
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

**7. Union Notification:** On 12/06/2018, 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: William Lee Phone: 415-558-3866 Email: william.lee@sfgov.org

Address: 1011 Turk Street San Francisco, CA 94102

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 42214 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 02/04/2019

# Receipt of Union Notification(s)

## Choi, Suzanne (HRD)

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**From:** dhr-psccordinator@sfgov.org on behalf of william.lee@sfgov.org  
**Sent:** Thursday, December 06, 2018 11:15 AM  
**To:** Lee, William (DEM); Wanless, Annie (HRD); kcartermartinez@cirseiu.org; ecassidy@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; sarah.wilson@seiu1021.org; kschumacher@ifpte21.org; kpage@ifpte21.org; tjenkins@uapd.com; eerbach@ifpte21.org; tmathews@ifpte21.org; amakayan@ifpte21.org; jb@local16.org; Ricardo.lopez@sfgov.org; Basconcillo, Katherine (PUC); Sandeep.lal@seiu1021.me; pcamarillo\_seiu@sbcglobal.net; MRainsford@Local39.org; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; pkim@ifpte21.org; agonzalez@iam1414.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; gail@sfflocal798.org; cityworker@sfcwu.org; davidmkersten@gmail.com; djohnson@opcmialocal300.org; hodlocal@pacbell.net; ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org; xiumin.li@seiu1021.org; Poon, Sin Yee (HSA); 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; mshelley@dc16.us; david.canham@seiu1021.org; jtanner940@aol.com; oashworth@ibew6.org; L21PSCReview@ifpte21.org; LiUNA.local261@gmail.com; local200twu@sbcglobal.net; speedy4864@aol.com; Christina@sfmea.com; eccdemvoter@aol.com; thomas.vitale@seiu1021.org; Chan, Grace (DEM); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 42214 - 18/19

RECEIPT for Union Notification for PSC 42214 - 18/19 more than \$100k

The DEPARTMENT OF EMERGENCY MANAGEMENT -- ECD has submitted a request for a Personal Services Contract (PSC) 42214 - 18/19 for \$1,000,000 for Initial Request services for the period 06/17/2019 – 06/30/2026. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/12250> 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)**

Prior or similar approved PSC

PSC 49790 and PSC 46096-14/15

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: DEPARTMENT OF EMERGENCY MANAGEMENT -- ECD Dept. Code: ECD

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

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

Type of Service: Consulting Services for Public Safety Radio Replacement Project

Funding Source: General Fund PSC Duration: 4 years 47 weeks

PSC Amount: \$3,000,000 PSC Est. Start Date: 02/03/2014 PSC Est. End Date: 01/01/2019

1. Description of Work

A. Scope of Work:

The Scope of Work for the Consultant RFP is broken down into phases, with specific tasks and work products required for each phase. The phases have tasks that include radio system inventory, needs assessment and gap analysis, trunked radio design analysis, budget projections, RFP development, system procurement and contract negotiations, and system implementation.

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

The City's 800MHz Public Safety Radio system is a critical infrastructure that is used daily for communications during emergencies. The system supports over 7000 users, and is nearing end of life. The City needs to replace the system, and would like a professional consulting firm to help with the process. These firms bring additional experience and expertise that the City resources do not have. Denying the service will risk the success of the project.

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

N/A

D. Will the contract(s) be renewed? If the project extends longer than 2018, the it may be renew

2. Union Notification: On 01/03/2014, the Department notified the following employee organizations of this PSC/RFP request: all unions were notified

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FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 49790 - 13/14

DHR Analysis/Recommendation: 03/03/2014

Commission Approval Required

DHR Approved for 03/03/2014

Approved by Civil Service Commission

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

A. Specify required skills and/or expertise:  
 Public safety radio experience, Project 25 standards, Digital Radio Technology, RF Coverage and Planning, Trunked Radio Migration and project, planning experience deploying digital radio technology, and migrating a large public safety department

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

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

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

A. Explain why civil service classes are not applicable:  
 There are no Civil Services Classifications that have this type of expertise.

B. Would it be practical to adopt a new civil service class to perform this work? Explain.  
 Projects of this nature are not done often (i.e. once every 15 years) so the City doesn't maintain this type of service in house.

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

**YES NO**

- A. Will the contractor directly supervise City and County employee?  YES  NO
- B. Will the contractor train City and County employee?  YES  NO
- C. Are there legal mandates requiring the use of contractual services?  YES  NO
- D. Are there federal or state grant requirements regarding the use of contractual services?  YES  NO
- E. Has a board or commission determined that contracting is the most effective way to provide this service?  YES  NO
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department?  YES  NO

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD  
 ON 01/10/2014 BY:

Name: William Lee Phone: 415-558-3866 Email: william.lee@sfgov.org

Address: 1011 Turk St San Francisco, CA 94102

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: DEPARTMENT OF EMERGENCY MANAGEMENT -- ECD Dept. Code: ECD

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

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

Type of Service: New Generation 911 (NG911) Telephone System Replacement Project Consultant

Funding Source: General Fund-Continuing Project PSC Duration: 1 year 44 weeks
PSC Amount: \$350,000 PSC Est. Start Date: 11/24/2014 PSC Est. End Date: 09/30/2016

1. Description of Work

A. Scope of Work:

Department of Emergency Management(DEM)is seeking a consulting firm with extensive Next Generation 9-1-1 telephone system expertise to plan and design the replacement of their current 9-1-1 telephone system. The consultant shall have extensive project management experience in implementing a National Emergency Number Associations i3 recommended NG9-1-1 network and system. The consultant must have experience working with large public safety communication agencies and the unique technical and operational requirements of an agency the size of San Francisco. The Consultant will assess the existing system; define business and technical requirements; develop a detailed scope of work for submittal of a Request for Quote proposal; provide recommendations on a next generation system; and assist DEM in the vendor selection.

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

The existing 9-1-1 telephone equipment is manufacture discontinued end of life. With the next generation of phone system, DEM will follow the State 9-1-1 and National Emergency Number Associations requirements for system specifications, design and installation. The Consultant will guide DEM through the process as defined above to meet both State and National Next Generation 9-1-1 specifications. The DEM does not have the expertise required to define Public Safety standards for performance and reliability to meet the Next Generation 9-1-1 Systems....(see attachment).

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

The last system procurement and installation was 1999 when 1011 Turk Street was built. The procurement process was managed and developed under the Construction and Development Project utilizing the expertise of qualified Consultants.

D. Will the contract(s) be renewed? No.

2. Union Notification: On 08/27/2014, the Department notified the following employee organizations of this PSC/RFP request: all unions were notified

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FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 46096 - 14/15

DHR Analysis/Recommendation: 10/06/2014

Commission Approval Required

DHR Approved for 10/06/2014

-11 Approved by Civil Service Commission



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

- A. Specify required skills and/or expertise:  
Extensive project management experience in implementing an i3 Next Generation 9-1-1 telephone system
  
- B. Which, if any, civil service class(es) normally perform(s) this work?  
none,
  
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:  
No. Contractor will not provide parts and services to maintain the existing or new 9-1-1 telephone system

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

- A. Explain why civil service classes are not applicable:  
The project manager for the NG9-1-1 project requires extensive project management experience in implementing an i3 NG9-1-1 network and system. The consultant must have experience working with large 9-1-1 call centers and extensive back ground and experience developing systems that meet the National Emergency Number Association and State 9-1-1 standards.
  
- B. Would it be practical to adopt a new civil service class to perform this work? Explain.  
No, once this project completes it will be 5 to 7 years before DEM will evaluate the need to replace/or upgrade the 9-1-1 system.

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

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

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD  
ON 09/11/2014 BY:

Name: William Lee Phone: 415-558-3866 Email: william.lee@sfgov.org

Address: 1011 Turk Street San Francisco, CA 94102

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: HUMAN RESOURCES -- HRD

Dept. Code: HRD

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

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

Type of Service: Workers' Compensation Subpoena and Document Retrieval Services

Funding Source: General and Special Funds

PSC Duration: 4 years 25 weeks

PSC Amount: \$1,200,000

**1. Description of Work**

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

The City and County of San Francisco (CCSF) is permissibly self-insured for the payment of workers' compensation benefits to its employees who may become ill or injured as a result of their work. The Department of Human Resources (DHR) Workers' Compensation Division (WCD) adjusts the employee claims for most departments. Approximately 1/3 of the claims are administrated by a third-party administrator under contract to DHR. In the course of assessing CCSF's liability for claimed workers' compensation benefits, CCSF and its contracted third-party administrator must obtain records, including medical records to support or deny such claims.

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

The gathering of such evidence is necessary to ensure that public funds are properly and fairly dispensed to eligible employees. The cost and volume of services required are extensive, as a single claim may require the claims administrator to obtain records from multiple sources. Denial of this service would impair CCSF's ability to assess liability for claimed workers' compensation benefits in a timely manner.

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

This service has been provided for many years to WCD from various companies as part of claim-related expenses. Due to increasing concerns regarding medical privacy, DHR wishes to implement contracts that provide CCSF with more security for employee's medical records and to increase cost-savings through negotiating better rates than provided under the State Fee Schedule.

D. Will the contract(s) be renewed?

Renewal will depend on program implementation outcome.

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

not applicable

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

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

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

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

B. Explain the qualifying circumstances:

The need for subpoenaed records varies depending on the nature of the workers' compensation claim and is thus intermittent. Per Chapter 4.5 Division of Workers' Compensation, Subchapter 1, Article 12: Document Copy and Electronic Transaction Fees CCR section 9980(f): "Professional photocopier" is defined by section 22450 of the Business & Professions Code. CCR section 9982(d)(2): "There will be no payment for copy and related services that are provided by any person or entity which is not a registered professional photocopier." DHR is not a registered professional photocopier and is unable to perform the services.

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

A. Specify required skills and/or expertise: Retrieve medical and related records pursuant to signed releases or subpoena through on-site and off-site photocopying and scanning of medical and related records (including X-Rays and other diagnostics) into paper and/or searchable electronic formats such as CDROMS, DVDs; Conduct searches for additional locations of other medical records that could be obtained through facilities, medical providers; Index records; Bates-stamp/tab/page numbering, Review and summarize records; and review of bills and recommendations for appropriate payment for copy services provided through the claimant attorney, with the provision of expert witness services where needed to help resolve a copy service lien filed with the Division of Workers' Compensation Claims Adjudication Unit. Section 22450 of the Business & Professions Code further defines the professional photocopiers: A professional photocopier is any person who for compensation obtains or reproduces documents authorized to be produced under Part 2.6 (commencing with Section 56) of Division 1 of, or Chapter 1 (commencing with Section 1798) of Title 1.8 of Part 4 of Division 3 of, the Civil Code, or Section 1158 of, or Article 4 (commencing with Section 1560) of Chapter 2 of Division 11 of, the Evidence Code and who, while engaged in performing that activity, has access to the information contained therein. A professional photocopier shall be registered pursuant to this chapter by the county clerk of the county in which he or she resides or has his or her principal place of business, and in which he or she maintains a branch office. - See more at: <http://codes.findlaw.com/ca/business-and-professions-code/bpc-sect-22450.html#sthash.cIMx6CnU.dpuf>

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

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

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

DHR Workers' Compensation Division currently reviews the records, but does not have the resources to retrieve medical and related records.

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

A. Explain why civil service classes are not applicable.

A third party is necessary to retrieve medical and related records and convert those records into searchable electronic formats to ensure compliance with federal and state medical privacy regulations. Many records may be located outside the nine Bay Area Counties and the State of California. DHR does not have the resources to travel throughout the United States to retrieve records nor the professional photocopier credential. Further, records must be retrieved from many geographic locales within California or even outside of California, making it impossible to staff for a public agency.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, due to increasing concerns regarding medical privacy, DHR wishes to implement a contract that provides CCSF with more security for employee's medical records and to increase cost-savings through negotiating better rates than provided under the State Fee Schedule.

**6. Additional Information**

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

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

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

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

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

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

**7. Union Notification:** On 11/05/2018, 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: Kate Howard Phone: 415-557-4944 Email: kate.howard@sfgov.org

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

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 44649 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 02/04/2019

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

## Choi, Suzanne (HRD)

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**From:** dhr-psccordinator@sfgov.org on behalf of kate.howard@sfgov.org  
**Sent:** Monday, November 05, 2018 11:08 AM  
**To:** Howard, Kate (HRD); Wanless, Annie (HRD); kcartermartinez@cirseiu.org; ecassidy@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; sarah.wilson@seiu1021.org; kschumacher@ifpte21.org; kpage@ifpte21.org; tjenkins@uapd.com; eerbach@ifpte21.org; tmathews@ifpte21.org; amakayan@ifpte21.org; jb@local16.org; Ricardo.lopez@sfgov.org; Basconillo, Katherine (PUC); Sandeep.lal@seiu1021.me; pcamarillo\_seiu@sbcglobal.net; MRainsford@Local39.org; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; pkim@ifpte21.org; agonzalez@iam1414.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; gail@sffdlocal798.org; cityworker@sfcwu.org; davidmkersten@gmail.com; djohnson@opcmialocal300.org; hodlocal@pacbell.net; ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org; xiumin.li@seiu1021.org; Poon, Sin Yee (HSA); 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; mshelley@dc16.us; david.canham@seiu1021.org; jtanner940@aol.com; oashworth@ibew6.org; L21PSCReview@ifpte21.org; LiUNA.local261@gmail.com; local200twu@sbcglobal.net; speedy4864@aol.com; Christina@sfmea.com; ecdemvoter@aol.com; thomas.vitale@seiu1021.org; Choi, Suzanne (HRD); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 44649 - 18/19

RECEIPT for Union Notification for PSC 44649 - 18/19 more than \$100k

The HUMAN RESOURCES -- HRD has submitted a request for a Personal Services Contract (PSC) 44649 - 18/19 for \$1,200,000 for Initial Request services for the period 01/01/2019 – 06/30/2023. 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/12152> 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: Repairs and Maintenance of Water Supply Treatment Division Operations Standby Generators

Funding Source: WST Operating Funds

PSC Amount: \$520,000

PSC Est. Start Date: 03/01/2019

PSC Est. End Date 02/28/2022

**1. Description of Work**

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

The purpose of this contract is to provide Preventive Maintenance, Inspection and As-Needed Repair Services of multiple Standby Generators throughout the City and County of San Francisco Public Utilities Commission, Water Supply and Treatment Division (SFPUC-WST) facilities. Work will entail, changing oil, oil filters and coolant, troubleshooting, load testing, repairs of oil leaks, coolant leaks, exhaust leaks, tune ups, inspections, calibrations and emergency service.

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

WSTD standby generators are critical in maintaining the operation of WSTD facilities in the event of a power outage. Consequences of denial include decreased reliability of the standby generators and potential interruption of water delivery or water quality violations due to power outages.

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

The service has been provided in the past via ITSF14000468/CD.

D. Will the contract(s) be renewed?

No.

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

not applicable

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

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

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

B. Explain the qualifying circumstances:

WSTD standby generators are in need of periodic maintenance and servicing to maintain reliability in the event of a power disruption. These generators have proprietary controls in place which we do not have the staffing, tools or equipment needed to service or repair these units.

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

A. Specify required skills and/or expertise: Service technicians and diesel engine mechanics must be highly skilled to maintain and diagnose 1000 + horsepower engines from various manufacturers. The majority of highly skilled mechanics employed by diesel service contractors maintain ASE certification. Contractors

employ service workers that have received factory authorized training from the various engine manufacturers that provide engines for emergency power generation. Service mechanics have the skills and experience to perform factory required maintenance and perform repairs to starting, lubrication, cooling and fuel management systems. Specialized technicians diagnose and optimize fuel systems to meet the stringent emissions standards.

- B. Which, if any, civil service class(es) normally perform(s) this work? 7313, Automotive Machinist; 7334, Stationary Engineer; 7341, Statnry Eng Water Treat Plant; 7345, Electrician;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain:  
Yes, contractor must maintain technical and proprietary testing gear and equipment to perform diagnostic testing of various fuel injection control systems and emissions systems.

**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 maintenance needs of critical treatment and drinking water facilities and critical equipment, we currently do not have the staff to support work on standby generators. The standby generators have proprietary controls which we do not have access to, also a lack of expertise on engines and electrical controls for most of these generators.

- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. There are current listed civil service classes that can perform this type of work. However, our current civil service staff cannot perform this work due to proprietary controls, lack of expertise and not having the specialized tools and equipment needed.

**6. Additional Information**

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

No.

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

No. Training is not required for this service, we have had training when units were purchased and installed.

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

No.

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

No.

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

No.

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

No.



7. **Union Notification:** On 12/10/2018, the Department notified the following employee organizations of this PSC/RFP request:  
Automotive Machinists, Local 1414; Electrical Workers, Local 6; Stationary Engineers, Local 39

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

Name: Shamica Jackson Phone: 415-554-0727 Email: SJackson@swater.org

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

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 42826 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 02/04/2019

# Receipt of Union Notification(s)

**From:** dhr-psccordinator@sfgov.org  
**To:** Jackson, Shamica; MRainsford@Local39.org; grojo@Local39.org; oashworth@ibew6.org; khughes@ibew6.org; agonzalez@iam1414.org; speedy4864@aol.com; Jackson, Shamica; DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 42826 - 18/19  
**Date:** Monday, December 10, 2018 11:02:50 AM

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RECEIPT for Union Notification for PSC 42826 - 18/19 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 42826 - 18/19 for \$520,000 for Initial Request services for the period 03/01/2019 – 02/28/2022. 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/12292> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions

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

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

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH -- DPH

Dept. Code: DPH

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

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

Type of Service: Accounts Receivable Wind-Down Services

Funding Source: General Fund, Federal and State funds

PSC Duration: 5 years

PSC Amount: \$1,500,000

**1. Description of Work**

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

As part of the conversion to a new Electronic Health Record system, the selected contractor will manage the billing and collection of the legacy Cerner INVISION active accounts receivable (AR) utilizing a contractor hosted system to store the AR data. Use of an outside contractor will allow current City employees the ability to transition their billing expertise to the new Electronic Health Record system.

The contractor will provide all required resources and subject matter experts to resolve all assigned AR for maximum collections, in compliance with all government regulatory billing requirements from Medicare, Medi-Cal and the Medi-Cal FQHC program and in accordance with SFDPH policies within the Transition Period. The vendor will host the assigned active AR from the legacy system until closure of the accounts at the termination of the Transition Period, upon which time contractor will return all AR documentation to the City.

Payment for the primary services will be based on a percentage of the revenue collected by the contractor. An accurate estimate will not be possible until the Department has selected a vendor through a competitive process and knows what the percentage will be.

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

The services are necessary in order to ensure a smooth flow of revenue and to maintain the day-to-day operations of the patient financial unit during the implementation, and through the go-live period of the Electronic Health Record project.

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

This is a new service.

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

Only if there is a continued need and the legacy AR has not been completely adjudicated.

- 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.

It is expected that wind-down services may extend for a period of time after go-live of the new system until all legacy claims are fully adjudicated and any outstanding revenue is collected.

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

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

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

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

- B. Explain the qualifying circumstances:

The Department is transitioning to a new Electronic Health record application. As part of the transition, the financial systems that handle all billing will be transitioned to the new platform as well. In order to keep revenue coming into the Department the Department will need to contract with a provider to handle account receivable (AR) wind down for accounts in the Legacy Electronic Health Record system. Current billing staff will continue to bill in the new platform and once the legacy AR is adjudicated and the data exchanged the contract will not be needed.

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

A. Specify required skills and/or expertise: Five years of experience in transitioning Accounts Receivable data into legacy data archival solutions. Three years of project management skills with at least 3 integrated delivery systems with similar complexity to SFDPH, along with front-end and back-end revenue cycle workflows. Subject matter expert resources in government billing for Medicare, Medi-Cal, and Medi-Cal FQHC. Experience in managing large amounts of data in a healthcare setting including hosting off-site staff who frequently access the legacy data. Expertise in Accounts Receivable transitions in a healthcare revenue cycle environment. re, Medi-Cal, and Medi-Cal FQHC. Experience in managing large amounts of data in a healthcare setting including hosting off-site staff who frequently access the legacy data. Expertise in Accounts Receivable transitions in a healthcare revenue cycle environment.

B. Which, if any, civil service class(es) normally perform(s) this work? 1053, IS Business Analyst-Senior; 1054, IS Business Analyst-Principal; 1636, Health Care Billing Clerk 2; 1637, Patient Accounts Clerk; 1663, Patient Accounts Supervisor; 2119, Health Care Analyst; 0922, Manager I; 0923, Manager II; 0931, Manager III;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes the contractor will provide a software platform that will host all legacy AR claims during the course of the engagement.

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

The proposed engagement will only last until all legacy AR is adjudicated by the contractor. While the contractor is handling all legacy AR, current civil service staff will be transitioning to the new Electronic Health Record platform and will perform their job duties in the new system.

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

A. Explain why civil service classes are not applicable.

Civil service classes are not applicable because the engagement will only last until all legacy AR is adjudicated by the contractor. While the contractor is handling all legacy AR, current civil service staff will be transitioning to the new Electronic Health Record platform and will perform their job duties in the new 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, positions are short term and will not be needed by the department once the transition of the new electronic health record application is completed and all of the outstanding AR have been adjudicated.

6. **Additional Information**

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

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

No. The primary role of this contract is to work existing legacy AR while the current employees transition to the new Electronic Health Record system. Hence, the contractor will not train current employees in this area. Current employees will receive training in the new Electronic Health Record platform through other contracts.

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

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

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

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

7. **Union Notification:** On 11/09/2018, the Department notified the following employee organizations of this PSC/RFP request:

Architect & Engineers, Local 21; Municipal Executive Association; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21; Professional & Tech Engrs, SFAPP; SEIU 1021 Miscellaneous; SEIU Local 1021

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

Name: Jacquie Hale Phone: (415) 554-2609 Email: jacquie.hale@sfdph.org

Address: 1380 Howard Street #421B San Francisco, CA 94103

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 42206 - 18/19

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 02/04/2019

Civil Service Commission Action:

# Receipt of Union Notification(s)



**From:** [dhrr-psccordinator@sfgov.org](mailto:dhrr-psccordinator@sfgov.org) on behalf of [jacquie.hale@sfdph.org](mailto:jacquie.hale@sfdph.org)  
**To:** [Hale, Jacquie \(DPH\)](mailto:Hale.Jacquie@DPH); [sarah.wilson@seiu1021.org](mailto:sarah.wilson@seiu1021.org); [thomas.vitale@seiu1021.org](mailto:thomas.vitale@seiu1021.org); [Sandeep.lal@seiu1021.me](mailto:Sandeep.lal@seiu1021.me); [leah.berlanga@seiu1021.org](mailto:leah.berlanga@seiu1021.org); [Ricardo.lopez@sfgov.org](mailto:Ricardo.lopez@sfgov.org); [Basconcillo, Katherine \(PUC\)](mailto:Basconcillo.Katherine@PUC); [pcamarillo\\_seiu@sbcglobal.net](mailto:pcamarillo_seiu@sbcglobal.net); [Wendy.Frigilliana@seiu1021.org](mailto:Wendy.Frigilliana@seiu1021.org); [pscreview@seiu1021.org](mailto:pscreview@seiu1021.org); [ted.zarzecki@seiu1021.net](mailto:ted.zarzecki@seiu1021.net); [davidmkersten@gmail.com](mailto:davidmkersten@gmail.com); [ablood@cirseiu.org](mailto:ablood@cirseiu.org); [xiumin.li@seiu1021.org](mailto:xiumin.li@seiu1021.org); [Poon, Sin Yee \(HSA\)](mailto:Poon.Sin.Yee@HSA); [david.canham@seiu1021.org](mailto:david.canham@seiu1021.org); [jtanner940@aol.com](mailto:jtanner940@aol.com); [amakayan@ifpte21.org](mailto:amakayan@ifpte21.org); [Christina@sfmea.com](mailto:Christina@sfmea.com); [staff@sfmea.com](mailto:staff@sfmea.com); [Wanless, Annie \(HRD\)](mailto:Wanless.Annie@HRD); [ecassidy@ifpte21.org](mailto:ecassidy@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); [kpage@ifpte21.org](mailto:kpage@ifpte21.org); [eerbach@ifpte21.org](mailto:eerbach@ifpte21.org); [pkim@ifpte21.org](mailto:pkim@ifpte21.org); [L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org); [Rivas, Cindy \(DPH\)](mailto:Rivas.Cindy@DPH); [DHR-PSCCoordinator, DHR \(HRD\)](mailto:DHR-PSCCoordinator.DHR@HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 42206 - 18/19  
**Date:** Friday, November 09, 2018 12:02:04 PM

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RECEIPT for Union Notification for PSC 42206 - 18/19 more than \$100k

The PUBLIC HEALTH -- DPH has submitted a request for a Personal Services Contract (PSC) 42206 - 18/19 for \$1,500,000 for Initial Request services for the period 01/01/2019 – 12/31/2023. 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/12164> 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: DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING -- HOM Dept. Code: HOM

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

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

Type of Service: Supportive Housing Property Management

Funding Source: Federal, state, and local funds

PSC Amount: \$55,363,000 PSC Est. Start Date: 02/05/2019 PSC Est. End Date: 06/30/2029

**1. Description of Work**

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

To provide property management services to formerly homeless adults and/or older adults at City-funded supportive housing sites in San Francisco. The goals of these services are to provide a clean and safe housing site, support the residents who have a history of homelessness and other challenges in stabilizing and maintaining their housing and develop a respectful and healthy community living environment. Supportive Housing Property Management includes oversight of the property's maintenance, janitorial and repair services; supervision of property management, janitorial, and maintenance staff; coordination of intake of potential tenants; handling the signing of lease agreements and other tasks related to the placement process; handling complaints; emergencies and lease violations; rent collection and tenancy records; evictions; and room preparations between tenants and move-outs.

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

Supportive Housing Property Management is necessary for the provision of a clean and safe housing site, to support residents who have a history of homelessness and other challenges in stabilizing and maintaining their housing and to develop a respectful and healthy community living environment. Failure to provide this service would increase the number of individuals experiencing homelessness and would impair the county's ability to achieve its goal to prevent homelessness when possible and to make it rare, brief and onetime.

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

This service was previously procured through competitive RFP processes administered by the Department of Public Health (DPH). The resulting agreement was authorized by the Civil Service Commission through PSC#2000-03/04. The services were transitioned to HSH upon its creation as a new agency in FY1617. HSH is requesting its own authority to procure these services through a competitive RFP process.

D. Will the contract(s) be renewed?

HSH intends to award contracts with a three year initial term, with the option to extend for a total term not to exceed ten years. The actual agreement terms and amounts are subject to funding availability, proposals, Awarded Provider agreement negotiations, provider performance, as well as future needs.

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.

HSH intends to award contracts with a three year initial term, with the option to extend for a total term not to exceed ten years. The actual agreement terms and amounts are subject to funding availability, proposals, Awarded Provider agreement negotiations, provider performance, as well as future needs.

**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).

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

B. Explain the qualifying circumstances:

This contract will be funded through Federal and state grant funds and local funds. Future federal and state grant funding is not guaranteed.

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

A. Specify required skills and/or expertise: At least five years of experience providing Property Management services within the past seven years. At least five years of experience working with the target population(s) (formerly homeless adults and older adults who have a history of chronic homelessness) within the past seven years.

B. Which, if any, civil service class(es) normally perform(s) this work? 4140, Real Property Manager; 4142, Senior Real Property Officer; 4143, Principal Real Property Ofc; 7120, Bldgs & Grounds Maint Supt; 7203, Bldg & Grounds Maint Sprv;

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

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

None, as there are a limited number of departments that have property management expertise, and the City staff who have experience with property management do not have experience providing services to people with a history of homelessness.

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

A. Explain why civil service classes are not applicable.

This service requires expertise in providing services to people with a history of homelessness and providing property management services.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, it would not be practical to adopt a new civil service class because of the immediate need for these services and the required expertise in providing services to people with a history of homelessness. Further, this contract will be funded through Federal and state grant funds and local funds. Future federal and state grant funding is not guaranteed.

**6. Additional Information**

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

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

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

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

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

F. Will the proposed work be completed by a contractor that has a current PSC contract with your department?  
If so, please explain.  
Yes. Yes. It is possible that the incumbent contractor will be selected through the RFP process.

7. **Union Notification:** On 11/08/2018, the Department notified the following employee organizations of this PSC/RFP request:  
Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21; Stationary Engineers, Local 39

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

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

Address: 1360 Mission Street, Suite 200 San Francisco, CA 94103

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 45693 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 02/04/2019

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

**From:** [dhrr-psccordinator@sfgov.org](mailto:dhrr-psccordinator@sfgov.org) on behalf of [monique.colon@sfgov.org](mailto:monique.colon@sfgov.org)  
**To:** [Colon, Monique \(HOM\)](#); [MRainsford@Local39.org](mailto:MRainsford@Local39.org); [grojo@Local39.org](mailto:grojo@Local39.org); [ecassidy@ifpte21.org](mailto:ecassidy@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); [pkim@ifpte21.org](mailto:pkim@ifpte21.org); [amakayan@ifpte21.org](mailto:amakayan@ifpte21.org); [L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org); [Colon, Monique \(HOM\)](#); [DHR-PSCCoordinator, DHR \(HRD\)](#)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 45693 - 18/19  
**Date:** Thursday, November 08, 2018 3:28:15 PM

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RECEIPT for Union Notification for PSC 45693 - 18/19 more than \$100k

The DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING -- HOM has submitted a request for a Personal Services Contract (PSC) 45693 - 18/19 for \$55,363,000 for Initial Request services for the period 02/05/2019 – 06/30/2029. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrrupal/node/12168> 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

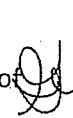
# **Additional Attachment(s)**



DATE: January 9, 2019

TO: The Honorable Civil Service Commission

THROUGH: Micki Callahan, Human Resources Director

FROM: Gigi Whitley, Deputy Director for Administration and Finance, Department of Homelessness and Supportive Housing 

SUBJECT: Consideration of PSC 45693 – 18/19 – Supportive Housing Property Management

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I. OVERVIEW

The Department of Homelessness and Supportive Housing (HSH) respectfully requests the Civil Service Commission to approve the request for proposed Personal Services Contract (PSC) 45693 – 18/19 for the provision of Supportive Housing Property Management.

The associated Supportive Housing Property Management Request for Proposal HSH2018-115 (RFP#115) that HSH released provides Property Management services to formerly homeless adults and/or older adults at City-funded supportive housing sites in San Francisco. The goals of these services are to provide a clean and safe housing site, support the residents who have a history of homelessness and other challenges in stabilizing and maintaining their housing, and develop a respectful and healthy community living environment.

In response to the PSC request submitted by HSH, Stationary Engineers, Local 39 submitted a “protest” to HSH for the components of the PSC that pertain to facilities management.

II. DESCRIPTION OF PROPOSED WORK

Supportive Housing Property Management may be organized into 13 components. Please refer to the attached RFP for a detailed description of each service component:

1. Stewardship of the Master Lease
2. Program Applicant Selection and Intake
3. Residential Lease Set-Up
4. Collection of Rents, Security Deposits, and Other Receipts
5. Annual Resident Re-certification
6. Lease Enforcement, Written Notices and Eviction Prevention
7. Building Service Payments
8. Building Maintenance
9. Wellness Checks
10. Front Desk Coverage
11. Record-Keeping and Reporting





- 12. Compliance with Regulations
- 13. Program Exit Planning and After-care

Through RFP#115, HSH is seeking a provider who meets the following minimum qualifications:

- At least five years of experience providing Property Management services within the past seven years.
- At least five years of experience working with the target population(s) (formerly homeless adults and older adults who have a history of chronic homelessness) within the past seven years.

### III. AUTHORITY

This service was previously procured through competitive RFP processes administered by the Department of Public Health (DPH). The resulting agreement was authorized by the Civil Service Commission through PSC#2000-03/04. The services were transitioned to HSH upon its creation as a new agency in FY16-17. HSH is requesting its own authority to procure these services through a competitive RFP process.

The Board of Supervisors approved the initial contract and subsequent amendments through the following resolutions:

Resolution	Date Approved	Authorized Department
Resolution 338-10, File No. 100929	August 8, 2010	DPH
Resolution 37-13, File No. 121212	February 2, 2013	DPH
Resolution 214-18, File No. 180548	June 20, 2018	HSH

### IV. BACKGROUND

On November 8, 2018, HSH submitted a PSC request to contract out the provision of Supportive Housing Property Management. The affected classifications and notified unions included:

Civil Service Classification	Union
4140 Real Property Officer	Professional & Tech Engrs, Local 21
4142 Senior Real Property Officer	Professional & Tech Engrs, Local 21
4143 Principal Real Property Officer	Professional & Tech Engrs, Local 21
7120 Buildings and Grounds Maintenance Superintendent	Stationary Engineers, Local 39
7203 Buildings and Grounds Maintenance Supervisor	Stationary Engineers, Local 39

Stationary Engineers, Local 39 (L39) contacted HSH to “protest” the PSC. In accordance with the L39 Memorandum of Understanding (MOU), HSH initiated discussions with L39 by requesting a list of L39’s concerns and scheduling a meeting to discuss those concerns, with the goal of coming to resolution that would satisfy both parties.

On November 14, 2018, DHR received L39’s list of questions and concerns and scheduled a meeting for December 3, 2018 to discuss L39’s in person. L39 did not show up to the meeting on December 3<sup>rd</sup>, so the meeting was rescheduled to December 19, 2018.



The December 19<sup>th</sup> meeting attendees included:

- L39 Representative, Michael Rainsford;
- Gigi Whitley, HSH Deputy Director for Administration and Finance;
- Melanie Laman, HSH Human Resources Manager;
- Max Exekiel, HSH Human Resources Analyst; and
- Monique Colón, Supervising Contract Analyst.

L39 expressed its primary concern is with the facilities/property management aspect of the scope of work. L39 expressed that they have “no interest in the actual support of the residents with respect to the program”. The union representative requested that the facilities maintenance and management services be performed by the classifications covered under the L39 MOU.

In response, HSH asserts that the goals of supportive housing property management are to provide a clean and safe housing site, support residents who have a history of homelessness and other challenges in stabilizing and maintaining their housing, and develop a respectful and healthy community living environment. The supportive housing property management services outlined in the RFP are bundled by design in order to meet the goal of maintaining housing for the vulnerable populations described in the RFP.

The residents of these Single Room Occupancy (SRO) hotels are among the most vulnerable of the formerly homeless population. Supportive housing property management staff must serve residents who have been turned away by other programs due to mental health issues, drug and/or alcohol problems, bad credit and/or eviction histories and/or accumulated debts, and who need additional support to remain in permanent housing. Residents may also live with one or more disabilities, such as chronic illness, substance abuse, or mental illness. As such, a minimum qualification for consideration in the RFP is at least five years of experience working with the target population within the past seven years.

When DPH previously contracted out supportive housing property management services, the department determined that a “health-based” property management approach was required to achieve goals of housing stability and improved health outcomes for the impaired and fragile population. The department determined that the following supportive housing issues must be addressed:

- Inattention to the needs of the residents (formerly chronically homeless individuals);
- Lack of imagination and resourcefulness in the type and range of services delivered;
- The subtle but prevailing attitude that the physical environment is not important to poor people and is not relevant to their improved health and well-being; and
- Most importantly, the lack of attention on the part of management to the training and supervision needs of on-site property management staff who have the most difficult jobs in the supportive housing industry.

The supportive housing property manager must incorporate best practices in homeless crisis response, including delivery of trauma-informed care and a harm-reduction model. The provider



plays an integral role in implementing HSH's Strategic Framework and achieving the department's goal to reduce homelessness by 50 percent by 2022.

The supportive housing property manager must work alongside support services staff to provide holistic services, with each component dependent on the other for successful service delivery. In addition to building maintenance and routine care, the supportive housing property manager is a steward of the master lease, performs regular wellness checks on residents, regularly participates in problem solving to help residents maintain their housing and supports resident stabilization, enforces lease agreements, collects rent, and performs building operations administrative duties.

The supportive housing property manager must maintain regular contact with residents beyond routine building maintenance. The supportive housing property manager frequently communicates and works with residents to address health and safety issues specific to their units. The supportive housing property manager must also respond to situations that require de-escalation in situations where residents are in crisis and require innovative resolutions to issues, such as hoarding, intentional damage and other situations while maintaining resident safety, privacy and security.

Supportive housing property management requires staff to respond 24/7 to immediate issues, including life and death situations. The provider is often the first responder when residents are in medical and/or mental distress and often come into contact with blood, other bodily fluids and needles. As such, the provider must be stationed onsite 24/7 and must be flexible and nimble when responding to emergencies in addition to scheduled service requests. The department contends that the facilities maintenance work is inextricably linked to each component of supportive housing property management and the services cannot be split apart.

Following the meeting, L39 emailed HSH additional comments, but provided no further requests for information. Subsequent meetings with HSH were not requested.

#### V. RECOMMENDATION

There are no Civil Service classifications that match the skills and experience necessary to perform the full scope of supportive housing property management, including working with the vulnerable populations residing at the supportive housing sites included in the RFP.

HSH respectfully requests the Civil Service Commission approve the request for proposed Personal Services Contract (PSC) 45693 – 18/19 for the provision of Supportive Housing Property Management.



Current contract through HSH

**City and County of San Francisco  
Office of Contract Administration  
Purchasing Division**

**Fourth Amendment**

THIS AMENDMENT (this "Amendment") is made as of **May 1, 2018** in San Francisco, California, by and between **TIDES CENTER** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

**Recitals**

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the contract term, increase the contract amount, and update the scope, budget, and standard contractual clauses; and

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through an RFP on November 30, 2007 and this modification is consistent therewith; and

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract Number 2000-03/04, on April 3, 2018; and

WHEREAS, a Sole Source Waiver was granted from the Office of Contract Administration on April 3, 2018; and

WHEREAS, the Board of Supervisors passed Resolution #180548 on June 20, 2018 to extend the contract term by one year and increase the contract amount to approve the fourth amendment.

NOW, THEREFORE, Contractor and the City agree as follows:

**ARTICLE 1  
DEFINITIONS**

The following definitions shall apply to this Amendment:

- 1.1 Agreement.** The term "Agreement" shall mean the Agreement dated July 1, 2008 between Contractor and City and, First Amendment dated July 1, 2010, and Second Amendment dated November 1, 2012, and Third Amendment dated July 1, 2016.
- 1.2 Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

**ARTICLE 2  
MODIFICATIONS TO THE AGREEMENT**

The Agreement is hereby modified as follows:

**2.1 Term of the Agreement** currently reads as follows:

Subject to Section 1, the term of this Agreement shall be from **July 1, 2008 to June 30, 2018**.

Such section is hereby amended in its entirety to read as follows:

Subject to Section 1, the term of this Agreement shall be from **July 1, 2008 to June 30, 2019**.

**2.2 Section b. 05 Compensation**, of the Agreement currently reads as follows:

Compensation shall be made in monthly payments on or before the 30<sup>th</sup> day of each month for work, as set forth in Section 4 of this Agreement that the Director of the Public Health Department, in his or her sole discretion, concludes has been performed as the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Forty Million Five Hundred Eight Thousand and Three Hundred Seventeen Dollars (\$40,508,317)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges", attached hereto and incorporated by reference as though fully set forth herein. Nor charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by Department of Public Health as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

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

Such section is hereby amended in its entirety to read as follows:

Compensation shall be made in monthly payments on or before the 30<sup>th</sup> day of each month for work, as set forth in Section 4 of this Agreement that the Director of the Homelessness and Supportive Housing Department, in his or her sole discretion, concludes has been performed as the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Forty-Six Million Three Hundred Eighty-Six Thousand Four Hundred Ninety-One Dollars (\$46,386,491)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges", attached hereto and incorporated by reference as though fully set forth herein. Nor charges shall be incurred under this Agreement nor shall any payments

become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by Department Homelessness and Supportive Housing as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

**2.3 Section 25: Notice to Parties of the Agreement** currently reads as follows:

**25. Notices to the Parties.** Unless otherwise indicated elsewhere in this Agreement, all written communication sent by the parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

To City: Department of Public Health  
Contracts Unit  
101 Grove Street, Room 402  
San Francisco, CA 94102  
Email: Irene.carmona@sfdph.org

and: Margot Antonetty  
Contract Administrator  
San Francisco Department of Public Health  
101 Grove Street  
San Francisco, CA 94102  
Email: Margot.antonetty@sfdph.org

To Contractor: Tides Center  
For Notices: The Presidio, P.O. Box 29907  
San Francisco, CA 94129  
Email: cdartis@tides.org

For Payments: Same as For Notices  
Any notice of default must be sent by registered mail.

Such section is hereby amended in its entirety to read as follows:

**25. Notices to the Parties.** Unless otherwise indicated elsewhere in this Agreement, all written communication sent by the parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

To City: Department of Homelessness and Supportive Housing  
Contracts Division  
P.O. Box 427400  
San Francisco, CA 94142-7400  
Facsimile No. 415.355.5288

To Contractor: Tides Center  
The Presidio, P.O. Box 29907  
San Francisco, CA 94129  
Email: cdartis@tides.org

**2.4 Section 48. Modifications of Agreement**

Such section is hereby modified to delete sub-section b. Departmental Transition and Continuity.

**2.5. Appendix A-1, Services to be Provided**, of the Agreement is hereby replaced in its entirety and re-attached as Appendix A-1, Services to be Provided.

**2.6. Appendix B, Budget**, of the Agreement is hereby replaced in its entirety by the modified Appendix B, Budget attached herewith.

**2.7. Appendix C, Method of Payment**, is hereby added in its entirety as an appendix to this Agreement.

**2.8 Appendix D, Interests in Other City Grants**, is hereby added in its entirety as an appendix to this Agreement.

**2.9 Appendix E, Permitted Subcontractors**, is hereby added in its entirety as an appendix to this Agreement.

**2.10 Appendix F, Dispute Resolution Procedure**, is hereby added in its entirety as an appendix to this Agreement.

**ARTICLE 3  
EFFECTIVE DATE**

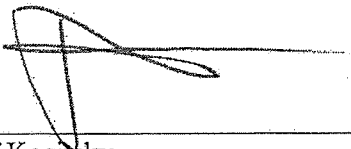
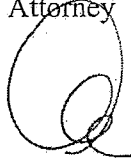

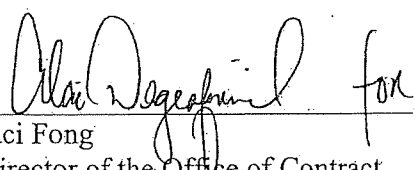
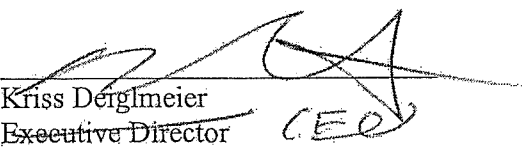
**3.** Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

**ARTICLE 4  
LEGAL EFFECT**

**4.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.



IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

<p>CITY Recommended by:</p>  <hr/> <p>Jeff Kositsky Director Department of Homelessness and Supportive Housing</p> <p>Approved as to Form:</p> <p>Dennis J. Herrera City Attorney</p>  <p>By:</p>  <hr/> <p>Anne Pearson Deputy City Attorney</p> <p>Approved:</p>  <hr/> <p>Jaci Fong Director of the Office of Contract Administration, and Purchaser</p>	<p>CONTRACTOR <b>TIDES CENTER</b></p>  <hr/> <p>Kriss Derglmeier Executive Director <i>CEO</i> The Presidio, P.O. Box 29907 San Francisco, CA 94129</p> <p>City vendor number: 9453 Federal Employer ID number: 94-3213100</p>
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Received By:  
SEP 6 '18 PM 1:47  
Purchasing Department

Contractor: Tides Center

Program: Delivering Innovation in Supportive Housing (DISH)

Appendix A-1

Contract Term: 7/1/2008-6/30/2019

Funding Sources: General Fund, MHSA, GF-FQHC, HUD, DOJ, Rental Income

1. **Program Name:** Delivering Innovation in Supportive Housing (DISH)  
Property Management Services at Direct Access to Housing sites  
232 Eddy Street, San Francisco, CA 94102  
(415) 776-3474 x100  
(415) 771-3474 FAX

**Direct Access to Housing (DAH) Sites:**

**DAH Health Clinic** (through FY2012-13)  
234 Eddy Street (Windsor Hotel commercial space)  
San Francisco, CA 94102  
(415) 353-5095; (415) 292-5048 FAX

**Windsor Hotel**

238 Eddy Street, San Francisco, CA 94102  
(415) 345-0210; (415) 885-1600 FAX

**Camelot Hotel**

124 Turk Street, San Francisco, CA 94102  
(415) 359-9404; (415) 440-1165 FAX

**Empress Hotel**

144 Eddy Street, San Francisco, CA 94102  
(415) 674-8100; (415) 674-9513 FAX

**LeNain Hotel**

730 Eddy Street, San Francisco, CA 94109  
(415) 353-5652; (415) 673-1266 FAX

**Pacific Bay Inn**

520 Jones Street, San Francisco, CA 94102  
(415) 674-0765; (415) 674-0763 FAX

**Star Hotel**

2176 Mission Street, San Francisco, CA 94110  
(415) 503-4143; (415) 252-1085 FAX

2. **Nature of Document** (select one)

New  Renewal  Modification

3. **Goal Statement**

The goal of this contract is to provide quality, custom property management services at six (6) Direct Access to Housing sites, and the DAH Health Clinic (through FY2012-13) resulting in safe, clean, and stable housing for formerly homeless tenants with special needs.

4. **Target Population**

The target population is homeless, very low-income residents of the City and County of San Francisco, whose income is less than 30% of area median income, who are struggling with at least one of these specific, disabling conditions: mental illness, HIV/AIDS, substance use, physical disabilities and limited experience living independently. The Empress has more stringent criteria as determined by HUD which mandates that residents must be chronically homeless to be eligible. The clients must be at least 18 years of age and will include lesbian, bisexual, transgender individuals, gay men and people of color. Due to the facilities' specific nature of the services for the property management of the DAH Health Clinic located in the Windsor commercial space, there is no target population. (through FY2012-2013 only)

5. **Modalities**

One (1) Unit of Service (UOS) is defined as one (1) **Property Management Day** (service category Supportive Housing, Property Management modality) providing property management services for one Single Room Occupancy (SRO) unit. The total number of property management days is based on a 10% vacancy rate due to turnover and move-in time. For the Windsor commercial space/Direct Access to Housing Health Clinic (through FY2012-13,) one unit of *Property Management Services* is an average 30 days, or one month, of services which include, but are not limited to, payment of utilities and other bills; janitorial, and maintenance services.

Contractor: Tides Center

Appendix A-1

Program: Delivering Innovation in Supportive Housing (DISH)

Contract Term: 7/1/2008-6/30/2019

Funding Sources: General Fund, MHSA, GF-FQHC, HUD, DOJ, Rental Income

<b>FY 2010-2011</b>	<b>Units of Service (UOS)</b>	<b>Number of Clients/Rooms</b>	<b>Unduplicated Clients (UDC)</b>
<b>Unit of Service Description by Funding Source</b>			
<b>General Fund</b> — 6 Properties Management Days 386 units x 365 days - 10% vacancy rate = 126,801	126,801	386	392*
<b>HUD</b> — Property Management Days 35 units x 365 days - 10% vacancy rate = 11,497	11,497	35	35*
<b>MHSA/Prop 63</b> — Property Management Days 28 units x 365 days - 10% vacancy rate = 9,198	9,198	28	31*
<b>DOJ</b> — Property Management Days	N/A	N/A	N/A
<b>Total Units of Service:</b>	<b>147,496</b>	<b>449</b>	
<b>Total Unduplicated Clients/Rooms:</b>			<b>458</b>

<b>Unit of Service Description</b>	<b>Units of Service (UOS)</b>
<b>FQHC — DAH Health Clinic Program</b> 1 unit Property Management Services x 12 months	12

<b>FY 2011-2012</b>	<b>Units of Service (UOS)</b>	<b>Number of Clients/Rooms</b>	<b>Unduplicated Clients (UDC)</b>
<b>Unit of Service Description by Funding Source</b>			
<b>General Fund</b> — 6 Properties Management Days 386 units x 365 days - 10% vacancy rate = 126,801	126,801	386	392*
<b>HUD</b> — Property Management Days 35 units x 365 days - 10% vacancy rate = 11,497	11,497	35	35*
<b>MHSA/Prop 63</b> — Property Management Days 28 units x 365 days - 10% vacancy rate = 9,198	9,198	28	31*
<b>DOJ</b> — Property Management Days	N/A	N/A	N/A
<b>Total Units of Service:</b>	<b>147,496</b>	<b>449</b>	
<b>Total Unduplicated Clients/Rooms:</b>			<b>458</b>

<b>Unit of Service Description</b>	<b>Units of Service (UOS)</b>
<b>FQHC — DAH Health Clinic Program</b> 1 unit Property Management Services x 12 months	12

<b>FY 2012-2013</b>	<b>Units of Service (UOS)</b>	<b>Number of Clients/Rooms</b>	<b>Unduplicated Clients (UDC)</b>
<b>Unit of Service Description by Funding Source</b>			
<b>General Fund</b> — 6 Properties Management Days 386 units x 365 days - 10% vacancy rate = 126,801	126,801	386	392*
<b>HUD</b> — Property Management Days 35 units x 365 days - 10% vacancy rate = 11,497	11,497	35	35*
<b>MHSA/Prop 63</b> — Property Management Days 28 units x 365 days - 10% vacancy rate = 9,198	9,198	28	31*
<b>Total Units of Service:</b>	<b>147,496</b>	<b>449</b>	
<b>Total Unduplicated Clients/Rooms:</b>			<b>458</b>

<b>Unit of Service Description</b>	<b>Units of Service (UOS)</b>
<b>FQHC — DAH Health Clinic Program</b> 1 unit Property Management Services x 12 months	12

<b>FY 2013-2014</b>	<b>Units of Service (UOS)</b>	<b>Number of Clients/Rooms</b>	<b>Unduplicated Clients (UDC)</b>
<b>Unit of Service Description by Funding Source</b>			
<b>General Fund</b> — 6 Properties Management Days 386 units x 365 days - 10% vacancy rate = 126,801	126,801	386	392*
<b>HUD</b> — Property Management Days	11,497	35	35*

\* The tenant UDC is based on a 10% turnover rate by the end of the contract year. The number of DAH clients is based on the maximum number of DAH tenants that can be accommodated at the site at any given time.

Contractor: Tides Center

Program: Delivering Innovation in Supportive Housing (DISH)

Appendix A-1

Contract Term: 7/1/2008-6/30/2019

Funding Sources: General Fund, MHSA, GF-FQHC, HUD, DOJ, Rental Income

35 units x 365 days - 10% vacancy rate = 11,497			
<b>MHSA/Prop 63</b> — Property Management Days 28 units x 365 days - 10% vacancy rate = 9,198	9,198	28	31*
<b>Total Units of Service:</b>	<b>147,496</b>	<b>449</b>	
<b>Total Unduplicated Clients/Rooms:</b>			<b>458</b>

<b>FY 2014-2015</b>	<b>Units of Service (UOS)</b>	<b>Number of Clients/Rooms</b>	<b>Unduplicated Clients (UDC)</b>
<b>Unit of Service Description by Funding Source</b>			
<b>General Fund</b> — 6 Properties Management Days 386 units x 365 days - 10% vacancy rate = 126,801	126,801	386	392†
<b>HUD</b> — Property Management Days 35 units x 365 days - 10% vacancy rate = 11,497	11,497	35	35†
<b>MHSA/Prop 63</b> — Property Management Days 28 units x 365 days - 10% vacancy rate = 9,198	9,198	28	31†
<b>Total Units of Service:</b>	<b>147,496</b>	<b>449</b>	
<b>Total Unduplicated Clients/Rooms:</b>			<b>458</b>

<b>FY 2015-2016</b>	<b>Units of Service (UOS)</b>	<b>Number of Clients/Rooms</b>	<b>Unduplicated Clients (UDC)</b>
<b>Unit of Service Description by Funding Source</b>			
<b>General Fund</b> — 6 Properties Management Days 386 units x 365 days - 10% vacancy rate = 126,801	126,801	386	392†
<b>HUD</b> — Property Management Days 35 units x 365 days - 10% vacancy rate = 11,497	11,497	35	35†
<b>MHSA/Prop 63</b> — Property Management Days 28 units x 365 days - 10% vacancy rate = 9,198	9,198	28	31†
<b>Total Units of Service:</b>	<b>147,496</b>	<b>449</b>	
<b>Total Unduplicated Clients/Rooms:</b>			<b>458</b>

<b>FY 2016-2017</b>	<b>Units of Service (UOS)</b>	<b>Number of Clients/Rooms</b>	<b>Unduplicated Clients (UDC)</b>
<b>Unit of Service Description by Funding Source</b>			
<b>General Fund</b> — 6 Properties Management Days 386 units x 365 days - 10% vacancy rate = 126,801	126,801	386	392†
<b>HUD</b> — Property Management Days 35 units x 365 days - 10% vacancy rate = 11,497	11,497	35	35†
<b>MHSA/Prop 63</b> — Property Management Days 28 units x 365 days - 10% vacancy rate = 9,198	9,198	28	31†
<b>Total Units of Service:</b>	<b>147,496</b>	<b>449</b>	
<b>Total Unduplicated Clients/Rooms:</b>			<b>458</b>

<b>FY 2017-2018</b>	<b>Units of Service (UOS)</b>	<b>Number of Clients/Rooms</b>	<b>Unduplicated Clients (UDC)</b>
<b>Unit of Service Description by Funding Source</b>			
<b>General Fund</b> — 6 Properties Management Days 386 units x 365 days - 10% vacancy rate = 126,801	126,801	386	392†
<b>HUD</b> — Property Management Days 35 units x 365 days - 10% vacancy rate = 11,497	11,497	35	35†
<b>MHSA/Prop 63</b> — Property Management Days 28 units x 365 days - 10% vacancy rate = 9,198	9,198	28	31†
<b>Total Units of Service:</b>	<b>147,496</b>	<b>449</b>	
<b>Total Unduplicated Clients/Rooms:</b>			<b>458</b>

† The tenant UDC is based on a 10% turnover rate by the end of the contract year. The number of DAH clients is based on the maximum number of DAH tenants that can be accommodated at the site at any given time

Contractor: Tides Center

Program: Delivering Innovation in Supportive Housing (DISH)

Appendix A-1

Contract Term: 7/1/2008-6/30/2019

Funding Sources: General Fund, MHSA, GF-FQHC, HUD, DOJ, Rental Income

FY 2018-2019 Unit of Service Description by Funding Source	Units of Service (UOS)	Number of Clients/Rooms	Unduplicated Clients (UDC)
<b>General Fund</b> — 6 Properties Management Days 386 units x 365 days - 10% vacancy rate = 126,801	126,801	386	392‡
<b>HUD</b> — Property Management Days 35 units x 365 days - 10% vacancy rate = 11,497	11,497	35	35†
<b>MHSA/Prop 63</b> — Property Management Days 28 units x 365 days - 10% vacancy rate = 9,198	9,198	28	31†
<b>Total Units of Service:</b>	<b>147,496</b>	<b>449</b>	
<b>Total Unduplicated Clients/Rooms:</b>			<b>458</b>

‡ The tenant UDC is based on a 10% turnover rate by the end of the contract year. The number of DAH clients is based on the maximum number of DAH tenants that can be accommodated at the site at any given time

## 6. Methodology

### A. Outreach, recruitment, promotion, and advertisement

Homelessness and Supportive Housing – Adult Housing Programs, (HSH-AHP) administers the allocation and application process for the DAH hotels and accepts referrals from community agencies deemed appropriate for referral by the DAH gatekeepers.

### B. Admission, enrollment and/or intake criteria and process

In order to apply for housing at a DAH site, the applicant must meet the following eligibility criteria:

- Be a homeless resident of San Francisco, including persons living on the streets, in emergency and/or domestic violence shelters, in abandoned buildings, in hospital or forensic settings, or in transitional psychiatric and/or substance use treatment; (All applicants for the Empress have to meet the HUD definition of chronic homelessness, which states that “a chronically homeless person is an unaccompanied homeless individual who has either been continuously homeless for a year or more OR has had at least four (4) episodes of homelessness in the past three (3) years. To be considered chronically homeless, persons must have been sleeping in a place not meant for human habitation (e.g., living on the streets) and/or in an emergency homeless shelter during that time.”)
- Be at or below 30% of the area median income as determined by HUD;
- Have medical, mental health, and/or substance use issues;
- Pay part of her/his income in rent via a third party rent payment program;
- Be capable of independent living with supportive services in a community setting.

The DAH Placement Manager notifies the appropriate access point when a vacancy occurs. The Direct Access to Housing Referral Team (DART) reviews the applications received from access points for eligibility and completeness. If the application is complete and the applicant seems eligible, the packet is forwarded to the Support Services Manager and the General Manager. Support Service staff retains confidential protected information and conducts a separate interview with the applicant. Property Management staff conduct a background check of the applicant including eviction, credit, and criminal history. The decision for acceptance into the program is based on tenancy issues determined by the property management staff. Applicants are not automatically rejected on the basis of poor rental history or criminal conviction. Clear guidelines are provided by DART in coordination with support services and property management on reasons for rejecting an application.

DART returns ineligible and denied applications to the access point. Because of the interview process, a referral to the buildings does not guarantee housing.

### C. Service delivery model, hours of operation, locations of service delivery, frequency and duration of service, strategies for service delivery.

Property Management services are provided which include rent collection, annual client re-certification, lease management/eviction prevention, tenant move-in and move-out, unit make ready work, maintenance, 24-hour front desk coverage and janitorial services, not only in the unit, but in all public, storage and office areas as well. Tenants are required to sign a lease, but are not required to sign a consent for services agreement due to the nature of the property management services. The Grievance Procedure is reviewed with all tenants at move in and is posted in the lobby to ensure compliance with the HSH standard.

The Tides Center provides infrastructure services and serves as fiscal sponsor for all DISH activities. DISH personnel are all employees of the Tides Center.

#### D. Exit criteria and process

Tenants are eligible to remain in housing permanently. The tenant must adhere to the provisions of the lease agreement to remain eligible for the housing. The property management staff actively collaborates with the onsite supportive services providers to ensure that tenants with housing retention challenges are offered services to increase their ability to comply with the lease. Tenants, who are evicted from the property, surrender their unit or move to a higher level of care work with the support services providers to smoothly transition to a new setting whenever possible.

#### E. Program staffing

Each site is staffed by a General Manager, an Assistant General Manager, 24 hour desk clerks, and a maintenance worker and janitor. Our maintenance approach is centralized, and our site-based staff is augmented by a Janitorial Supervisor, Maintenance Supervisor and the Facilities Director who are supported by the Facilities Assistant. In addition, there are two Co-Directors responsible for running the organization and supervising all of the properties, a Deputy Director, an Operations Manager and 1/2-time Project Manager. All positions are funded by the contract.

### 7. Objectives and Measurements

#### Outcome Objectives:

- 1) 90% of residents will retain their housing for more than one year.
- 2) 75% of residents who exit housing will secure housing appropriate to their needs (e.g., independent/unsubsidized housing, move-in with family or friends, transition to level of care appropriate for their needs, etc.).
- 3) 90% of inspected units will be in compliance with health and safety standards at the time of monitoring.
- 4) 85% of resident lease violations will be resolved without loss of housing to tenants.

#### Performance Objectives:

- 1) Property Management will collect at least 90% of monthly rent from occupied units. *Disclaimer: Rent is not collected for occupied units undergoing an eviction process.*

### 8. Continuous Quality Improvement

#### Contract Compliance:

- The Tides Center/DISH will comply with Local, State, Federal and/or funding source policies and requirements such as Harm Reduction, Health Insurance Portability and Accountability Act (HIPAA), Cultural Competency, and Client Satisfaction
- A DISH TB policy and procedure will address that all on-site staff is tested and cleared for TB prior to employment or placement in compliance with the DPH TB policy. TB status is reviewed upon employment with the program and every 12 months thereafter.
- The Deputy Director will review progress towards contract objectives on a monthly basis and forward reports to HSH indicating our successes and areas for improvement.
- DISH uses a networked database tool to track most of the data used to evaluate the program. This tool allows DISH to compile reports that describe rental income by tenant and by building, the length of occupancy of each tenant or an average for the building, number and percentage of vacant units at any one time, length of time between vacancy and move in among other things. The General Manager and Assistant General Manager at each building enter the site specific data into the database and the DISH Central office staff, led by the Deputy Director, monitors the accuracy of the data and compiles reports based on the data. During each contract year, DISH will provide a set of reports for each building and submit

these reports to the HSH Program Manager at the end of each quarter of the contract year with the data and evaluation including 35 day turnover of vacant unit achievements, timely work order completion for Emergency Health and Safety issues and Routine Maintenance requests. The Deputy Director will lead this process and be responsible for compiling, analyzing and submitting the data and evaluation to the HSH Program Manager. DISH will use this data to help guide us as we try to achieve all of these important outcomes.

**Tenant Satisfaction:**

- DISH staff strives to exceed a minimum goal of 65% tenant participation in Satisfaction Survey completion.
- DISH staff will review annual tenant satisfaction surveys and create a work plan to address findings and report results to tenant community.
- The General Manager will attend Community Meetings monthly seeking input. The Directors will attend the Community Meeting at least two times per year.
- The Tenant Grievance Policy and Procedure will comply with Department guidelines. Management and staff will be trained on the procedure, and track grievances to assess areas for improvement.
- DISH Directors and Facilities Director will inspect each building on a regular basis to ensure that the highest standard of maintenance and cleanliness is upheld.

**Staff Training:**

- All staff will be oriented and trained at the time of employment and on an on-going basis. Additionally, training and staff development will be incorporated into the daily operating practices of property management. Documentation of all training and certifications will be permanently retained in each employee's personnel file.
- All staff will receive training on Universal Precautions Standards and TB precautions/treatment.
- All staff will receive annual training on relevant topics such as Harm Reduction, Cultural Competency, De-Escalation and Emergency Response.

**Site Audit/Review of client records:**

- Each site will have 2 site audits per year from DISH management staff reviewing adherence with various aspects of DISH policies and procedures.
- Annually, a sample of tenant files will be reviewed by DISH management staff. Repeat problems will be identified and discussed to develop consistent practices.

**Review and updating of written policies and protocols and practices:**

- Written employee policies will be reviewed, updated and approved by the DISH Directors in consultation with the Tides Center. All revisions to employee policies will be communicated to staff via staff meetings, and/or written documentation. Acknowledgement of significant new policies will be signed and dated by staff.
- Operating Policies and Procedures will be reviewed and updated as needed. All revisions to operating policies will be communicated to staff via staff meetings, and/or written documentation.

**Staff supervision and performance review plan:**

- The Directors will conduct regular one-on-one supervision with the General Managers to review rental income, expenditures, policies and procedures, staffing issues, collaboration, challenging tenant situations and other issues of on-site property management of the DAH site.
- The General Manager will conduct regular meetings with staff to review work, desk coverage, policies and procedures, etc. to improve site management, reduce vacancy rates and increase tenant stability.



**Contractor:** Tides Center

**Program:** Delivering Innovation in Supportive Housing (DISH)

**Appendix A-1**

**Contract Term:** 7/1/2008-6/30/2019

**Funding Sources:** General Fund, MHSA, GF-FQHC, HUD, DOJ, Rental Income

- The Facilities Director will meet with his crew leaders weekly to review unit turnover rates, work order completion and project management to ensure cost effective and timely completion of building maintenance.
- The Directors will oversee the completion of 90 day, mid-year and annual performance reviews for all staff.

	A	B	C	F	G	H	AG	AH	AI
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING - PROGRAM BUDGET MODIFICATION FORM								
2	Appendix B								
3	Document Date: 4/26/2018								
4	Contract Length								
5	Contract Term	Begin Date	End Date	# of Years					
6	Current Term	7/1/2008	6/30/2018	10					
7	Amended Term	7/1/2008	6/30/2019	11					
7	<b>BUDGET SUMMARY</b>								
8	Name								
9	Grantee: TIDES Center								
10	Program: DISH - Camelot (MHSA)								
11	HSH Contract #: HSH17-18-060								
12	(Check One) New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Amendment <input type="checkbox"/> Modification <input type="checkbox"/>								
13	If Amendment, the Effective Date 4/26/2018 No. of Amendment. 4								
14									
15		Years 1-9	Year 10	Year 11			All Years		
16	Program Annual Term	7/1/2008 - 6/30/2017	7/1/2017 - 6/30/2018	7/1/2018 - 6/30/2019	7/1/2018 - 6/30/2019	7/1/2018 - 6/30/2019	7/1/2008 - 6/30/2018	7/1/2018 - 6/30/2019	7/1/2008 - 6/30/2019
17		Current	Current	Current	Modification	Revised	Current Total	Modification	Revised Total
18	<b>Expenditures</b>								
19	Salaries & Benefits		\$ 300,513	\$ -	\$ 300,513	\$ 300,513	\$ 300,513	\$ 300,513	\$ 601,027
20	Operating Expense		\$ 89,573	\$ -	\$ 89,573	\$ 89,573	\$ 89,573	\$ 89,573	\$ 179,146
21	Subtotal		\$ 390,086	\$ -	\$ 390,086	\$ 390,086	\$ 390,086	\$ 390,086	\$ 780,173
22	Indirect Percentage (%)			0.00%	0.00%	0.00%			
23	Indirect Cost (Line 20 X Line 21)			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
24	Other Expenses (Not subject to indirect %)		\$ 7,493	\$ -	\$ 7,493	\$ 7,493	\$ 7,493	\$ 7,493	\$ 14,986
25	Capital Expenditure								
26	<b>Total Expenditures</b>		\$ 397,579	\$ -	\$ 397,579	\$ 397,579	\$ 397,579	\$ 397,579	\$ 795,159
27	<b>HSH Revenues</b>								
28	MHSA	\$ 2,778,344	\$ 397,579	\$ -	\$ 397,579	\$ 397,579	\$ 3,175,924	\$ 397,579	\$ 3,573,503
29									
30									
31									
32									
33									
34									
35	<b>Total HSH Revenues</b>	\$ 2,778,344	\$ 397,579	\$ -	\$ 397,579	\$ 397,579	\$ 3,175,924	\$ 397,579	\$ 3,573,503
36	<b>Other Revenues</b>								
37									
38									
39									
40									
41									
42	<b>Total Other Revenues</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
43	Full Time Equivalent (FTE)					5.50			5.50
45	Prepared by: Kirk Larson	Title: Deputy Director	Phone No: (415) 776-3474 x100	Email: kirk.larson@dshs.org	Date: 4/26/2018				
46									
47	HSH #1	Template last modified:							2/23/2018

	A	B	C	D	E	F	I	J	K	AJ	AK	AL				
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING - PROGRAM BUDGET MODIFICATION FORM											Page 2 of 9				
2	Appendix B															
3	Document Date: 4/26/2018															
4																
5	<b>SALARY &amp; BENEFIT DETAIL</b>															
6	Grantee: TIDES Center															
7	Program: DISH - Camelot (MHSA)															
8	HSH Contract #: HSH17-18-060															
9					Year 10				Year 11				All Years			
10					7/1/2017 - 6/30/2018				7/1/2018 - 6/30/2019				7/1/2017 - 6/30/2018			
11					7/1/2018 - 6/30/2019				7/1/2018 - 6/30/2019				7/1/2018 - 6/30/2019			
12					Current				Current				Current Total			
13					Modification				Revised				Modification			
14					Revised				Current Total				Revised Total			
15					Current Budgeted Salary				Current Budgeted Salary				Current Budgeted Salary			
16					Change				New Budgeted Salary				Change			
17					New Budgeted Salary				Current Budgeted Salary				New Budgeted Salary			
18					Change				New Budgeted Salary				Change			
19					New Budgeted Salary				Current Budgeted Salary				New Budgeted Salary			
20					Change				New Budgeted Salary				Change			
21					New Budgeted Salary				Current Budgeted Salary				New Budgeted Salary			
22					Change				New Budgeted Salary				Change			
23					New Budgeted Salary				Current Budgeted Salary				New Budgeted Salary			
24					Change				New Budgeted Salary				Change			
25					New Budgeted Salary				Current Budgeted Salary				New Budgeted Salary			
26					Change				New Budgeted Salary				Change			
27					New Budgeted Salary				Current Budgeted Salary				New Budgeted Salary			
28					Change				New Budgeted Salary				Change			
29					New Budgeted Salary				Current Budgeted Salary				New Budgeted Salary			
30					Change				New Budgeted Salary				Change			
31					New Budgeted Salary				Current Budgeted Salary				New Budgeted Salary			
32					Change				New Budgeted Salary				Change			
33					New Budgeted Salary				Current Budgeted Salary				New Budgeted Salary			
34					Change				New Budgeted Salary				Change			
35					New Budgeted Salary				Current Budgeted Salary				New Budgeted Salary			
36					Change				New Budgeted Salary				Change			
37					New Budgeted Salary				Current Budgeted Salary				New Budgeted Salary			

	A	B	E	F	G	AF	AG	AH
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING - PROGRAM BUDGET MODIFICATION FORM							Page 3 of 9
2	Appendix B							
3	Document Date: 4/26/2018							
4								
5	<b>OPERATING DETAIL</b>							
6	Grantee: TIDES Center							
7	Program: DISH - Camelot (MHSA)							
8	HSH Contract #: HSH17-18-060							
9		Year 10	Year 11		All Years			
10		7/1/2017 - 6/30/2018	7/1/2018 - 6/30/2019	7/1/2018 - 6/30/2019	7/1/2018 - 6/30/2019	7/1/2017 - 6/30/2018	7/1/2018 - 6/30/2019	7/1/2017 - 6/30/2019
11		Current Budgeted Expense	Current Budgeted Expense	Modification Change	Revised Budgeted Expense	Current Total Budgeted Expense	Modification Change	Revised Total Budgeted Expense
12		Rental of Property			\$ -	\$ -	\$ -	\$ -
13		Utilities(Elec, Water, Gas, Phone, Scavenger)	\$ 42,375	\$ 42,375	\$ 42,375	\$ 42,375	\$ 42,375	\$ 84,750
14		Office Supplies, Postage			\$ -	\$ -	\$ -	\$ -
15		Building Maintenance Supplies and Repair	\$ 47,198	\$ 47,198	\$ 47,198	\$ 47,198	\$ 47,198	\$ 94,396
16		Printing and Reproduction			\$ -	\$ -	\$ -	\$ -
17		Insurance			\$ -	\$ -	\$ -	\$ -
18		Staff Training			\$ -	\$ -	\$ -	\$ -
19		Staff Travel-Local & Out of Town)			\$ -	\$ -	\$ -	\$ -
20		Rental of Equipment			\$ -	\$ -	\$ -	\$ -
21					\$ -	\$ -	\$ -	\$ -
22					\$ -	\$ -	\$ -	\$ -
23					\$ -	\$ -	\$ -	\$ -
24					\$ -	\$ -	\$ -	\$ -
25					\$ -	\$ -	\$ -	\$ -
26					\$ -	\$ -	\$ -	\$ -
27					\$ -	\$ -	\$ -	\$ -
28					\$ -	\$ -	\$ -	\$ -
29					\$ -	\$ -	\$ -	\$ -
30		Consultants/Subcontractors						
31					\$ -	\$ -	\$ -	\$ -
32					\$ -	\$ -	\$ -	\$ -
33					\$ -	\$ -	\$ -	\$ -
34					\$ -	\$ -	\$ -	\$ -
35					\$ -	\$ -	\$ -	\$ -
36								
37		<b>TOTAL OPERATING EXPENSES</b>	\$ 89,573	\$ 89,573	\$ 89,573	\$ 89,573	\$ 89,573	\$ 179,146
38								
39		Other Expenses (not subject to indirect cost %)						
40		Community Building and Eviction Prevention	\$ 2,602	\$ 2,602	\$ 2,602	\$ 2,602	\$ 2,602	\$ 5,204
41		Legal	\$ 4,891	\$ 4,891	\$ 4,891	\$ 4,891	\$ 4,891	\$ 9,782
42					\$ -	\$ -	\$ -	\$ -
43					\$ -	\$ -	\$ -	\$ -
44					\$ -	\$ -	\$ -	\$ -
45					\$ -	\$ -	\$ -	\$ -
46					\$ -	\$ -	\$ -	\$ -
47								
48		<b>TOTAL OTHER EXPENSES</b>	\$ 7,493	\$ 7,493	\$ 7,493	\$ 7,493	\$ 7,493	\$ 14,986
49								
50		HSH #3						Template last modified: 2/23/2018

	A	B	C	F	G	H	AG	AH	AI	
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING - PROGRAM BUDGET MODIFICATION FORM									
2	Appendix B									
3	Document Date: 4/26/2018		Contract Length							
4	Contract Term	Begin Date	End Date	(# of Years)						
5	Current Term	7/1/2008	6/30/2018	10						
6	Amended Term	7/1/2008	6/30/2019	11						
7	<b>BUDGET SUMMARY</b>									
8	Name									
9	Grantee: TIDES Center									
10	Program: DISH - Empress (HUD)									
11	HSH Contract #: HSH17-18-060									
12	(Check One) New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Amendment <input type="checkbox"/> Modification <input type="checkbox"/>									
13	If Amendment, the Effective Date 4/26/2018 No. of Amendment. 4									
14										
15		Years 1-9	Year 10	Year 10			All Years			
16	Program Annual Term	7/1/2008 - 6/30/2017	7/1/2017 - 6/30/2018	7/1/2018 - 6/30/2019	7/1/2018 - 6/30/2019	7/1/2018 - 6/30/2019	7/1/2008 - 6/30/2018	7/1/2018 - 6/30/2019	7/1/2008 - 6/30/2019	
17		Current	Current	Current	Modification	Revised	Current Total	Modification	Revised Total	
18	Expenditures									
19	Salaries & Benefits		\$ 127,470	\$ -	\$ 127,470	\$ 127,470	\$ 127,470	\$ 127,470	\$ 254,940	
20	Operating Expense		\$ 74,861	\$ -	\$ 74,861	\$ 74,861	\$ 74,861	\$ 74,861	\$ 149,722	
21	Subtotal		\$ 202,331	\$ -	\$ 202,331	\$ 202,331	\$ 202,331	\$ 202,331	\$ 404,662	
22	Indirect Percentage (%)			0.00%	0.00%	0.00%				
23	Indirect Cost (Line 20 X Line 21)			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
24	Other Expenses (Not subject to indirect %)		\$ 10,000	\$ -	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 20,000	
25	Capital Expenditure									
26	Total Expenditures		\$ 212,331	\$ -	\$ 212,331	\$ 212,331	\$ 212,331	\$ 212,331	\$ 424,662	
27	HSH Revenues									
28	HUD	\$ 1,852,521	\$ 212,331	\$ -	\$ 212,331	\$ 212,331	\$ 2,064,852	\$ 212,331	\$ 2,277,184	
29	Federal - Department of Justice (DOJ) Grant	\$ 108,788					\$ 108,788		\$ 108,788	
30										
31										
32										
33										
34										
35	Total HSH Revenues	\$ 1,961,309	\$ 212,331	\$ -	\$ 212,331	\$ 212,331	\$ 2,173,640	\$ 212,331	\$ 2,385,972	
36	Other Revenues									
37										
38										
39										
40										
41										
42	Total Other Revenues		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
43	Full Time Equivalent (FTE)					5.50			5.50	
45	Prepared by: Kirk Larson	Title: Deputy Director	Phone No. (415) 776-3474 x100	Email: kirk Larson@dshs.org	Date: 4/26/2018					
46										
47	HSH #1	Template last modified: 2/23/2018								

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1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING - PROGRAM BUDGET MODIFICATION FORM											Page 5 of 9
2	Appendix B											
3	Document Date: 4/26/2018											
4												
5	SALARY & BENEFIT DETAIL											
6	Grantee: TIDES Center											
7	Program: DISH - Empress (HUD)											
8	HSH Contract #: HSH17-18-060											
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39	TOTALS											
40												
41	FRINGE BENEFIT RATE											
42	EMPLOYEE FRINGE BENEFITS											
43												
44	TOTAL SALARIES & BENEFITS											
45	HSH #2											

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1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING - PROGRAM BUDGET MODIFICATION FORM							
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3	Document Date: 4/26/2018							
4								
5	OPERATING DETAIL							
6	Grantee: TIDES Center							
7	Program: DISH - Empress (HUD)							
8	HSH Contract #: HSH17-18-050							
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2 Appendix B

3 Document Date: 4/26/2018

Contract Term	Begin Date	End Date	Contract Length (# of Years)
Current Term	7/1/2008	6/30/2018	10
Amended Term	7/1/2008	6/30/2019	11

7 BUDGET SUMMARY

8 Name

9 Grantee: TIDES Center

10 Program: DISH - 6 Building (GF)

11 HSH Contract #: HSH17-18-060

12 (Check One) New  Renewal  Amendment  Modification

13 If Amendment, the Effective Date 4/26/2018 No. of Amendment 4

	Years 1-9		Year 10		Year 11			All Years		
	7/1/2008 - 6/30/2017	7/1/2017 - 6/30/2018	7/1/2017 - 6/30/2018	7/1/2017 - 6/30/2018	7/1/2018 - 6/30/2019	7/1/2018 - 6/30/2019	7/1/2018 - 6/30/2019	7/1/2008 - 6/30/2018	7/1/2018 - 6/30/2019	7/1/2018 - 6/30/2019
16 Program Annual Term										
17	Current	Current	Modification	Revised	Current	Modification	Revised	Current Total	Modification	Revised
18 Expenditures										
19 Salaries & Benefits		\$ 2,818,194	\$ 78,959	\$ 2,897,153	\$ -	\$ 3,258,834	\$ 3,258,834	\$ 2,818,194	\$ 3,337,792	\$ 6
20 Operating Expense		\$ 948,222	\$ 839,487	\$ 1,787,709	\$ -	\$ 1,165,245	\$ 1,165,245	\$ 948,222	\$ 2,004,732	\$ 2
21 Subtotal		\$ 3,766,416	\$ 918,446	\$ 4,684,862	\$ -	\$ 4,424,079	\$ 4,424,079	\$ 3,766,416	\$ 5,342,524	\$ 9
22 Indirect Percentage (%)			0.00%	0.00%	0.00%	0.00%	0.00%			
23 Indirect Cost (Line 20 X Line 21)			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
24 Other Expenses (Not subject to indirect %)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
25 Capital Expenditure										
26 Total Expenditures		\$ 3,766,416	\$ 918,446	\$ 4,684,862	\$ -	\$ 4,424,079	\$ 4,424,079	\$ 3,766,416	\$ 5,342,524	\$ 9
27 HSH Revenues										
28 General Fund	\$ 30,680,166	\$ 3,766,416		\$ 3,766,416	\$ -	\$ 4,424,079	\$ 4,424,079	\$ 34,446,582	\$ 4,424,079	\$ 38
29 General Fund - CODB			\$ 104,538	\$ 104,538			\$ -	\$ -	\$ 104,538	\$
30 General Fund - Mayoral Enhancement			\$ 415,110	\$ 415,110			\$ -	\$ -	\$ 415,110	\$
31 General Fund - Ongoing Add-Back			\$ 134,648	\$ 134,648			\$ -	\$ -	\$ 134,648	\$
32 General Fund - One-Time Add-Back			\$ 264,150	\$ 264,150			\$ -	\$ -	\$ 264,150	\$
33										
34										
35 Total HSH Revenues	\$ 30,680,166	\$ 3,766,416	\$ 918,446	\$ 4,684,862	\$ -	\$ 4,424,079	\$ 4,424,079	\$ 34,446,582	\$ 5,342,525	\$ 39
36 Other Revenues										
37										
38										
39										
40										
41										
42 Total Other Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
43 Full Time Equivalent (FTE)				5.50				5.50		

45 Prepared by: Kirk Larson Title: Deputy Director Phone No. (415) 776-3474 x100 Email: kirklarson@dshsf.org Date: 4/26/2018

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47 HSH #1 Template last modified:



DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING - PROGRAM BUDGET MODIFICATION FORM													Page 8 of 9			
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SALARY & BENEFIT DETAIL																
Grantee: TIDES Center																
Program: OSH - 6 Building (GF)																
HSH Contract #: HSH17-18-060																
POSITION TITLE	Agency Totals				Year 10			Year 11			All Years					
	Annual Full Time Salary for FTE	Total % FTE	% FTE	Adjusted FTE	7/1/2017 - 6/30/2018	7/1/2017 - 6/30/2018	7/1/2017 - 6/30/2018	7/1/2018 - 6/30/2019	7/1/2018 - 6/30/2019	7/1/2018 - 6/30/2019	7/1/2017 - 6/30/2018	7/1/2018 - 6/30/2019	7/1/2017 - 6/30/2019			
					Current Budgeted Salary	Change	New Budgeted Salary	Current Budgeted Salary	Change	New Budgeted Salary	Current Budgeted Salary	Change	New Budgeted Salary			
Administrative Assistant	\$0	0%	0.0%	0.00	\$		\$	\$	53,000	\$	53,000	\$	53,000	\$	53,000	
Assistant General Manager	\$42,280	300%	100.0%	3.00	\$	123,367	\$	4,261	\$	127,618	\$	123,367	\$	131,090	\$	254,457
DAH Program Administrator	\$78,000	100%	100.0%	1.00	\$	75,000	\$	3,000	\$	78,000	\$	78,000	\$	75,000	\$	156,000
Deputy Director	\$130,156	40%	100.0%	0.40	\$	48,082	\$	13,301	\$	61,383	\$	52,067	\$	48,082	\$	65,363
Desk Clerk	\$33,822	1470%	100.0%	14.70	\$	437,962	\$	(3,893)	\$	434,069	\$	467,000	\$	437,962	\$	891,269
Director	\$165,147	180%	100.0%	1.80	\$	253,317	\$	11,683	\$	265,000	\$	264,235	\$	253,317	\$	528,235
Facilities Assistant	\$57,000	100%	100.0%	1.00	\$	52,000	\$	(8,000)	\$	43,000	\$	57,000	\$	52,000	\$	100,000
Facilities Director	\$121,680	70%	100.0%	0.70	\$	74,858	\$	(10,000)	\$	64,858	\$	85,176	\$	74,858	\$	170,034
Facilities Manager	\$75,900	100%	100.0%	0.82	\$	65,266	\$	(3,266)	\$	61,900	\$	62,238	\$	65,266	\$	124,138
General Manager	\$86,094	450%	100.0%	4.50	\$	279,750	\$	(10,200)	\$	269,550	\$	297,425	\$	279,750	\$	566,975
Janitor	\$36,229	600%	100.0%	6.00	\$	192,253	\$	2,000	\$	194,253	\$	217,377	\$	192,253	\$	411,630
Janitor - Lead	\$39,520	100%	100.0%	1.00	\$	39,520	\$	39,520	\$	39,520	\$	39,520	\$	39,520	\$	79,040
Janitorial Supervisor	\$53,000	80%	100.0%	0.80	\$	31,410	\$	(27,152)	\$	4,258	\$	31,800	\$	31,410	\$	36,058
Maintenance Worker	\$44,833	400%	100.0%	4.00	\$	175,000	\$	(79,500)	\$	95,500	\$	149,531	\$	149,531	\$	175,000
Maintenance Worker - Lead	\$54,080	100%	100.0%	1.00	\$	54,080	\$	54,080	\$	54,080	\$	54,080	\$	54,080	\$	108,160
Operations Manager	\$58,476	100%	100.0%	1.00	\$	60,500	\$	(600)	\$	60,000	\$	59,476	\$	60,500	\$	119,476
Project Manager	\$30,000	50%	100.0%	0.50	\$	29,400	\$	(14,400)	\$	15,000	\$	15,000	\$	29,400	\$	30,000
Property Supervisor	\$85,010	100%	100.0%	1.00	\$	69,500	\$	69,500	\$	69,500	\$	85,010	\$	85,010	\$	144,510
Unit Turnover Supervisor	\$89,309	100%	100.0%	1.00	\$	69,309	\$	5,308	\$	74,617	\$	69,309	\$	69,309	\$	138,617
TOTALS		44.20	18.00	43.82	\$	1,961,165	\$	64,832	\$	2,015,997	\$	2,263,079	\$	2,263,079	\$	1,961,165
FRINGE BENEFIT RATE	-44.00%					44.00%		44.00%		44.00%		44.00%		44.00%		
EMPLOYEE FRINGE BENEFITS					\$	857,029	\$	24,126	\$	881,155	\$	995,755	\$	995,755	\$	857,029
TOTAL SALARIES & BENEFITS					\$	2,818,194	\$	78,959	\$	2,897,153	\$	3,258,834	\$	3,258,834	\$	2,818,194

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3	Document Date: 4/26/2018										
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5	OPERATING DETAIL										
6	Grantee: TIDES Center										
7	Program: DISH - 6 Building (GF)										
8	HSH Contract #: HSH17-18-060										
9	Year 10			Year 11			All Years				
10	7/1/2017 - 6/30/2018	7/1/2017 - 6/30/2018	7/1/2017 - 6/30/2018	7/1/2018 - 6/30/2019	7/1/2018 - 6/30/2019	7/1/2018 - 6/30/2019	7/1/2017 - 6/30/2018	7/1/2018 - 6/30/2019	7/1/2017 - 6/30/2019		
11	Operating Expenses	Current	Modification	Revised	Current	Modification	Revised	Current Total	Modification	Revised Total	
12	Rental of Property	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense	
13	Utilities(Elec, Water, Gas, Phone, Trash Removal)	\$ 57,000	\$ 41,435	\$ 98,435	\$ 98,435	\$ 98,435	\$ 57,000	\$ 139,870	\$ 196,870	\$ 196,870	
14	Office Supplies, Postage	\$ 295,568	\$ 212,559	\$ 508,127	\$ 324,426	\$ 324,426	\$ 295,568	\$ 536,985	\$ 832,553	\$ 832,553	
15	Building Maintenance Supplies and Repair	\$ 14,344	\$ 14,344	\$ 14,344	\$ 6,230	\$ 6,230	\$ -	\$ 20,574	\$ 20,574	\$ 20,574	
16	Printing and Reproduction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 225,652	\$ 225,652	\$ 225,652	
17	Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
18	Staff Training	\$ 28,893	\$ 5,000	\$ 33,893	\$ 28,893	\$ 28,893	\$ 28,893	\$ 33,893	\$ 62,786	\$ 62,786	
19	Staff Travel-Local & Out of Town	\$ 3,400	\$ 3,439	\$ 6,839	\$ 3,400	\$ 3,400	\$ 3,400	\$ 6,839	\$ 10,239	\$ 10,239	
20	Rental of Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
21	Community Building and Eviction Prevention	\$ 10,024	\$ -	\$ 10,024	\$ 10,024	\$ 10,024	\$ 10,024	\$ 10,024	\$ 20,048	\$ 20,048	
22	On Site Services	\$ 2,687	\$ 64,713	\$ 67,400	\$ 2,687	\$ 2,687	\$ 2,687	\$ 67,400	\$ 70,087	\$ 70,087	
23	Insurance	\$ 70,000	\$ (2,800)	\$ 67,200	\$ 67,200	\$ 67,200	\$ 70,000	\$ 64,400	\$ 134,400	\$ 134,400	
24	Credit Reports	\$ 3,643	\$ (1,820)	\$ 1,823	\$ 3,643	\$ 3,643	\$ 3,643	\$ 1,823	\$ 5,466	\$ 5,466	
25	Administrative Fee	\$ 324,173	\$ 120,414	\$ 444,587	\$ 371,188	\$ 371,188	\$ 324,173	\$ 491,602	\$ 815,775	\$ 815,775	
26		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
27		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
28		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
29		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
30	Consultants/Subcontractors										
31	SF Solutions	\$ 40,935	\$ 51,699	\$ 92,634	\$ 92,634	\$ 92,634	\$ 40,935	\$ 144,333	\$ 185,268	\$ 185,268	
32	SF Patrol Special Police	\$ 36,000	\$ 36,000	\$ 36,000	\$ 36,000	\$ 36,000	\$ 36,000	\$ 36,000	\$ 72,000	\$ 72,000	
33	Renoir Staffing	\$ 40,000	\$ 109,021	\$ 149,021	\$ 55,428	\$ 55,428	\$ 40,000	\$ 164,449	\$ 204,449	\$ 204,449	
34	Mennonite Mission Network	\$ 14,400	\$ 14,400	\$ 14,400	\$ 14,400	\$ 14,400	\$ 14,400	\$ 14,400	\$ 28,800	\$ 28,800	
35	Professional Computer Support	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 32,000	\$ 32,000	
36	Premier Staffing	\$ 2,000	\$ 24,989	\$ 26,989	\$ 2,000	\$ 2,000	\$ 2,000	\$ 26,989	\$ 28,989	\$ 28,989	
37	Luis David Merino	\$ 3,499	\$ 3,499	\$ 3,499	\$ 3,499	\$ 3,499	\$ 3,499	\$ 3,499	\$ 6,998	\$ 6,998	
38											
39	TOTAL OPERATING EXPENSES	\$ 948,222	\$ 839,487	\$ 1,787,709	\$ -	\$ 1,165,245	\$ 1,165,245	\$ 948,222	\$ 2,004,732	\$ 2,952,954	
40											
41	Other Expenses (not subject to indirect cost %)										
42				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
43											
44											
45	TOTAL OTHER EXPENSES				\$ -	\$ -	\$ 1,511,583	\$ 3,045,651	\$ 4,557,234	\$ 4,557,234	
46											
47	HSH #3										

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## Appendix C – Method of Payment

- I. In accordance with Section 5 of the Grant Agreement, payments shall be made for actual costs incurred and reported for each month. Under no circumstances shall payment exceed the amount set forth in Section 5 Compensation of the Agreement.
- II. Grantee will submit all bills, invoices and related documentation in the format specified by SFHSH within 15 days after the month of service to SFHSH's web-based Contracts Administration, Reporting, and Billing Online (CARBON) System at: <https://contracts.sfhsa.org>  
  
Grantee may submit bills, invoices and related documentation in the format specified by SFHSH via paper or email only upon special permission by their assigned Contract Manager.
- III. Grantee must sign up to receive payments electronically via Automated Clearing House (ACH). Remittance information will be provided through Paymode-X. Additional information and sign up is available at: [http://www.paymode.com/city\\_countyofsanfrancisco](http://www.paymode.com/city_countyofsanfrancisco)
- IV. The Executive Director or CFO must submit a letter of authorization designating specific users who will have access to CARBON to electronically submit and sign for invoices, budget revision requests, program reports, and view other information that is in CARBON.
  - A. Submittal of the invoice by designated authorized personnel with proper login credentials constitutes an electronic signature and certification of the invoice.
  - B. Authorized personnel with CARBON login credentials shall not share or internally reassign logins.
  - C. Grantee shall notify the Department of Homelessness and Supportive Housing (HSH) Contract Manager immediately regarding any need for the restriction or termination of a previously authorized CARBON login.
- V. Invoices shall include actual expenditures incurred during the month, unless otherwise specified.
  - A. The invoice supplied shall include the total dollar amount claimed for the month.
  - B. There shall be no variance from the line item budget submitted which adversely affects program performance as contained in the Grantee's proposal and specified in the grant, unless otherwise approved in writing per HSH Invoicing and Contract Modification policy.
  - C. The invoice shall show by line item:
    1. Budgeted amount (per approved grant budget or modification)
    2. Expenses for invoice period
    3. Expenses year-to-date
    4. % of budget expended
    5. Remaining balance
    6. Adjustments, including advance payment recovery
    7. Program income when specified in the grant agreement.
  - D. Personnel expenditures will show same line item categories by position detail. Detail will show name of employee, position name, %FTE and budgeted salary.
  - E. Supporting Documentation, except as discussed below need not be submitted with the invoice. However, Grantee must keep and make available as requested such supporting documentation for all expenditures for which reimbursement is requested for all costs so claimed. All charges incurred shall be due and payable only after services have been rendered, except as stated otherwise. Supporting documentation must be uploaded into CARBON and submitted along with the invoice.

- Documentation should be submitted with the invoice for all payroll expenses paid to budgeted personnel for the period covered by the invoice. Payroll information can be from a payroll service or a payroll ledger from the Grantee's accounting system
- For any and all non-recurring expenditures (e.g. equipment purchases/capital upgrades and building repair and upgrades) and/or items that exceed \$5,000, Grantee shall supply back-up documentation in the form of a paid invoice(s).
- Indirect costs shall not be applied to non-reoccurring expenses.
- All subcontracted services must be documented by submission of the subcontractor's paid invoice, regardless of dollar amount.
- If this grant agreement contains any Pass-Through funding requiring specific expense documentation from the source agency, Federal, State, Private or other then the following documentation shall also be included with each invoice submission:

Funding Agency: Federal \_\_\_\_\_ CFDA or other Identification #: \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

VI. Within 45 days after the end of the grant period, Grantee shall submit a final report reflecting actual expenditures, which will be supported by the Grantee's accounting records. If a refund is due SFHSH, it will be submitted with the final report.

VII. Advances or prepayments are allowable in order to meet the Grantee cash flow needs in certain unique circumstances. The Agency, at its sole discretion, shall make available to the Grantee upon written request an advance amount not to exceed two (2) months or 1/6<sup>th</sup> of the total annualized grant award, or as mutually agreed upon. The advanced sum shall be deducted from the Grantee's monthly invoices at an equal rate each month that will enable repayment by the tenth month of the fiscal year. For a twelve-month grant the rate of repayment of the advance will be 1/10<sup>th</sup> per month from July to April. Requests for advance payment will be granted on a case-by-case basis and are not intended to be a regular "automatic" procedure. Approval will be a consensus of Program and Contract Staff.

Once the grant is certified, the Grantee, prior to distribution of any advanced payment, must fulfill the following conditions:

1. All contractual compliance requirements must be current, i.e., reports submitted and approved, corrective actions resolved, business tax and insurance certificates in place, prompt and fully documented billings.
2. The Grantee shall submit a written request with a narrative justification that fully describes the unique circumstances to the Program Manager and Contract Manager for review and approval.
3. Final invoice from the preceding fiscal year must be received prior to advance distribution.

VIII. Timely Submission of Reports – If reports/documents are required, Grantee shall submit these reports prior to submitting invoices. Failure to submit required reports/documents in CARBON by specified deadlines may result in withholding of grant payments.

## Appendix D - Interests In Other City Grants

\*\*Subgrantees must also list their interests in other City contracts

City Department or Commission	Date of Grant	Amount of Grant
CCSF CAA LAN 2017	1/1/17 – 12/31/17	\$46,523.00
CCSF SFPUC CS-1018	3/1/17 – 2/28/18	\$15,000.00
CCSF MOHCD CB&NP 83949-18	7/1/17 – 6/30/18	\$241,875.00
CCSF MOHCD CUHJ 86934-18	7/1/17 – 6/30/18	\$85,800.00
CCSF DCYF CPA Common Roots FY17-18	7/1/17 – 6/30/18	\$50,000.00
CCSF MOH DSCS SFILN FY17-18	7/1/17 – 6/30/18	\$40,000.00
CCSF-DSCS-ILEN	7/1/17 – 6/30/18	\$63,464.71
CCSF-DSCS-IRS	7/1/17 – 6/30/18	\$113,900.00
CCSF-DSCS-ILEN	7/1/17 – 6/30/18	\$84,009.63
CCSF-DSCS-IRS	7/1/17 – 6/30/18	\$113,900.00
CCSF SFPUC Environmental Literacy Lessons(CS-392(G).B)	7/2/15 – 5/11/18	\$30,000.00
CCSF CCG/MOEN Koshland Park Improvement Project	12/1/17 – 2/28/18	\$37,026.00
CCSF SFAC Portola Photo Project	7/1/17 – 11/30/18	\$22,500.00
CCSF SFAC 16OPG (\$20K)	5/1/17 – 6/30/18	\$20,000.00
CCSF SFPUC CS-1018(G).Y	6/1/17 – 5/31/18	\$12,000.00
CCSF Asian Art Museum ART/LIT LIZ	9/1/17 – 8/30/18	\$31,618.53
CCSF DCYF Specialized Teens FY17/18	7/1/17 – 6/30/18	\$292,386.00
CCSF-Asian Art Museum	1/1/17 – 12/31/17	\$67,000.00
CCSF DPH Community Programs FY 17-18	7/1/17 – 6/30/18	\$153,000.00
CCSF-DCYF-Specialized Teen-Rise FY17-18	7/1/17 – 6/30/18	\$105,486.05
CCSF-DCYF-Youth Workforce Development-Envision FY17-18	7/1/17 – 6/30/18	\$126,695.00
CCSF SFDAO NJG Beets (\$3K)	7/12/17 – 4/30/18	\$3,000.00
CCSF SFUSD Rosa Parks ES	8/24/17 – 5/26/18	\$21,050.50
CCSF DCYF Specialized Teen K-8 assigned (2017-18)	7/1/17 – 6/30/18	\$80,472.00
CCSF-SFPUC CS-1018(G).I \$15k	8/26/17 – 5/31/18	\$15,000.00
CCSF-SFPUC PRO-0103(G).K Project Based Learning \$25K	5/10/18 – 12/31/18	\$25,000.00
CCSF-MOHCD-CDBG FY17-18 \$50K	7/1/17 – 6/30/18	\$50,000.00
CCSF DCYF Teen FY17-18 (\$55,201)	7/1/17 – 6/30/18	\$55,201.00
CCSF-DCYF-MISC FY17-18 \$788,167	7/1/17 – 6/30/18	\$788,167.00
CCSF - Windsor Mural Project	7/1/17 – 10/31/17	\$55,000.00
CCSF 17-18 DPH (MHSA) - Camelot Property Mgmt	7/1/17 – 6/30/18	\$397,579.00
CCSF 17-18 DPH - DISH Property Mgmt	7/1/17 – 6/30/18	\$3,766,416.00
CCSF DPH - Empress Property Mgmt (HUD) DPHC15000196-03	7/1/17 – 6/30/18	\$212,331.00
CCSF DPH - DISH 17-18 Rent Income	7/1/17 – 6/30/18	\$1,785,547.00
CCSF 17-18 DPH - DISH Auburn Property Mgmt	7/1/17 – 6/30/18	\$458,557.00
CCSF 17-18 HSH - DISH Minna Lee Property Mgmt	5/1/18 – 6/30/18	\$515,669.00
CCSF-Dept. of Homelessness & Supportive Housing-LGBTQ Outreach FY15-20	7/1/15 – 6/30/20	\$780,930.00
CCSF DPH-SF AIDS Foundation FY17-18	7/1/17 – 6/30/18	\$261,335.00
CCSF DPH SF AIDS Foundation-CB-FY17-18	7/1/17 – 6/30/18	\$152,006.00

**Appendix E – Permitted Subcontractors**

**LUIS DAVID MERINO  
MENNONITE MISSION NETWORK  
PREMIER STAFFING  
PROFESSIONAL COMPUTER SUPPORT  
RENOIR STAFFING  
SF PATROL SPECIAL POLICE  
SF SOLUTIONS**

## **Appendix F – Dispute Resolution Procedure For Health and Human Services Nonprofit Contractors**

### **Introduction**

The City Nonprofit Contracting Task Force submitted its final report to the Board of Supervisors in June 2003. The report contains thirteen recommendations to streamline the City's contracting and monitoring process with health and human services nonprofits. These recommendations include: (1) consolidate contracts, (2) streamline contract approvals, (3) make timely payment, (4) create review/appellate process, (5) eliminate unnecessary requirements, (6) develop electronic processing, (7) create standardized and simplified forms, (8) establish accounting standards, (9) coordinate joint program monitoring, (10) develop standard monitoring protocols, (11) provide training for personnel, (12) conduct tiered assessments, and (13) fund cost of living increases. The report is available on the Task Force's website at [http://www.sfgov.org/site/npcontractingtf\\_index.asp?id=1270](http://www.sfgov.org/site/npcontractingtf_index.asp?id=1270). The Board adopted the recommendations in February 2004. The Office of Contract Administration created a Review/Appellate Panel ("Panel") to oversee implementation of the report recommendations in January 2005.

The Board of Supervisors strongly recommends that departments establish a Dispute Resolution Procedure to address issues that have not been resolved administratively by other departmental remedies. The Panel has adopted the following procedure for City departments that have professional service grants and contracts with nonprofit health and human service providers. The Panel recommends that departments adopt this procedure as written (modified if necessary to reflect each department's structure and titles) and include it or make a reference to it in the contract. The Panel also recommends that departments distribute the finalized procedure to their nonprofit contractors. Any questions or concerns about this Dispute Resolution Procedure should be addressed to [purchasing@sfgov.org](mailto:purchasing@sfgov.org).

### **Dispute Resolution Procedure**

The following Dispute Resolution Procedure provides a process to resolve any disputes or concerns relating to the administration of an awarded professional services grant or contract between the City and County of San Francisco and nonprofit health and human services contractors.

Contractors and City staff should first attempt to come to resolution informally through discussion and negotiation with the designated contact person in the department.

If informal discussion has failed to resolve the problem, contractors and departments should employ the following steps:

- Step 1     The contractor will submit a written statement of the concern or dispute addressed to the Contract/Program Manager who oversees the agreement in question. The writing should describe the nature of the concern or dispute, i.e., program,



reporting, monitoring, budget, compliance or other concern. The Contract/Program Manager will investigate the concern with the appropriate department staff that are involved with the nonprofit agency's program, and will either convene a meeting with the contractor or provide a written response to the contractor within 10 working days.

- Step 2 Should the dispute or concern remain unresolved after the completion of Step 1, the contractor may request review by the Division or Department Head who supervises the Contract/Program Manager. This request shall be in writing and should describe why the concern is still unresolved and propose a solution that is satisfactory to the contractor. The Division or Department Head will consult with other Department and City staff as appropriate, and will provide a written determination of the resolution to the dispute or concern within 10 working days.
- Step 3 Should Steps 1 and 2 above not result in a determination of mutual agreement, the contractor may forward the dispute to the Executive Director of the Department or their designee. This dispute shall be in writing and describe both the nature of the dispute or concern and why the steps taken to date are not satisfactory to the contractor. The Department will respond in writing within 10 working days.

In addition to the above process, contractors have an additional forum available only for disputes that concern implementation of the thirteen policies and procedures recommended by the Nonprofit Contracting Task Force and adopted by the Board of Supervisors. These recommendations are designed to improve and streamline contracting, invoicing and monitoring procedures. For more information about the Task Force's recommendations, see the June 2003 report at [http://www.sfgov.org/site/npcontractingtf\\_index.asp?id=1270](http://www.sfgov.org/site/npcontractingtf_index.asp?id=1270).

The Review/Appellate Panel oversees the implementation of the Task Force report. The Panel is composed of both City and nonprofit representatives. The Panel invites contractors to submit concerns about a department's implementation of the policies and procedures. Contractors can notify the Panel after Step 2. However, the Panel will not review the request until all three steps are exhausted. This review is limited to a concern regarding a department's implementation of the policies and procedures in a manner which does not improve and streamline the contracting process. This review is not intended to resolve substantive disputes under the contract such as change orders, scope, term, etc. The contractor must submit the request in writing to [purchasing@sfgov.org](mailto:purchasing@sfgov.org). This request shall describe both the nature of the concern and why the process to date is not satisfactory to the contractor. Once all steps are exhausted and upon receipt of the written request, the Panel will review and make recommendations regarding any necessary changes to the policies and procedures or to a department's administration of policies and procedures.

RFP# HSH2018-115 Supportive Housing Property Management



**City and County of San Francisco  
Department of Homelessness and Supportive Housing**

**Request For Proposals (RFP)  
Supportive Housing Property Management  
RFP# HSH2018-115 (RFP#115)  
Contact: Kimberley.Norman@sfgov.org**

**Summary**

The City and County of San Francisco (City) Department of Homelessness and Supportive Housing (HSH) invites proposals from qualified Proposers to provide Property Management services at permanent supportive housing sites in San Francisco, beginning July 1, 2019.

**Schedule<sup>1</sup>**

RFP issued	November 8, 2018
Registration for Pre-Proposal Conference	November 14, 2018, 5:00 pm
Pre-Proposal Conference <sup>2</sup>	November 15, 2018, 10:30 am
RFP Questions Deadline <sup>3</sup>	November 19, 2018, 5:00 pm
RFP Answers and Clarifications Published	November 28, 2018
<b>Proposals Due</b>	<b>December 12, 2018, 12:00 pm</b>
Intent to Award Notification	February 5, 2019
Contract Commences	July 1, 2019

**RFP Questions and Communications**

Interested parties are directed **not** to contact any employees, agents or officials of the City other than those specifically designated in this RFP. Unauthorized contact may be cause for rejection of proposals at the City’s sole and absolute discretion. All questions must be submitted by e-mail to Kimberley.Norman@sfgov.org by the RFP Questions Deadline.

<sup>1</sup> Dates are subject to change. Check [Office of Contract Administration website](#) for latest schedule. Click on the “Consultants and Professional Services” link and then the link for this RFP.

<sup>2</sup> Pre-Proposal Conference in-person attendance is recommended. See Section 3. Pre-Proposal Information for more information.

<sup>3</sup> No questions will be accepted after the RFP Questions Deadline with the exception of Proposer-specific City vendor compliance form questions.

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# 1. Background

## A. Intent

The City and County of San Francisco (City) Department of Homelessness and Supportive Housing (HSH) invites proposals from qualified Proposers to provide Property Management services to formerly homeless adults and/or older adults at City-funded supportive housing sites in San Francisco, beginning July 1, 2019. The goals of these services are to provide a clean and safe housing site, support the residents who have a history of homelessness and other challenges in stabilizing and maintaining their housing, and develop a respectful and healthy community living environment.

HSH intends to make multiple awards through this procurement process to Proposers selected as the most qualified and whose responses conform to the RFP and meet the City’s requirements. At this time, it is estimated that \$5,033,000 is available annually for six buildings. Actual awarded amounts may vary, depending upon service and project needs at the City’s sole and absolute discretion.

HSH may extend these agreements for a total term not to exceed ten years and increase agreement amounts in accordance with City rules and regulations. Actual agreement terms and amounts are subject to funding availability, proposals, Awarded Provider agreement negotiations, and provider performance, as well as future needs.

## B. Terms and Acronyms Used in this RFP

Term	Definition
Access Point (AP)	Localized points of community entry into San Francisco’s Homelessness Response System (HRS). Operated by approved non-profit service providers. Families, adults, and youth experiencing homelessness can obtain Coordinated Entry services at geographically diverse APs. The AP staff will assess households for service needs and eligibility and perform prioritization and referrals to appropriate resources.
Adult	An individual or couple 18 years old or older without the custody of minors below 18 years of age. Couples consist of two adult individuals who are married, in a domestic partnership, or who can provide documentation of an established partnership.
Contract	The binding legal document resulting from this RFP process. Contracts may also be referenced as “agreements” in this RFP.
Coordinated Entry (CE)	Organizes the Homelessness Response System (HRS) with a common, population-specific assessment, centralized data system, and prioritization method that directs residents to the appropriate resources and allows for data-driven decision-making and performance-based accountability. Coordinated Entry in San Francisco is organized to serve three subpopulations: Adults, Family, and Youth, through Access Points, described above.
Critical/Significant Incident Report	Awarded Providers are required to follow HSH protocol regarding emergency notification and submission of Critical/Significant Incident Reports to HSH.
Department of Homelessness and Supportive Housing (HSH)	The City and County of San Francisco’s Department of Homelessness and Supportive Housing (HSH), the sponsor of this RFP. HSH may also be referenced as “Department” in this RFP.

<b>Term</b>	<b>Definition</b>
Direct Access to Housing (DAH)	Direct Access to Housing (DAH) refers to a permanent supportive housing program starting in 1999, with a high level of support services staffing to serve adults experiencing homelessness with complex medical, mental health and/or substance use diagnoses. Because HSH manages other PSH with similar staffing levels, the term DAH is being phased out as a distinct program name as Coordinated Entry is rolled out. Instead, there will be a new nomenclature to describe staffing levels that will encompass all of the Department's permanent supportive housing programs.
Harm Reduction Model	Abstinence from drugs or alcohol is not a pre-requisite for access to services nor required for continued access or eligibility for services. Harm-reduction consists of working with residents to set realistic goals that support them in reducing high-risk substance use behaviors.
Health Insurance Portability and Accountability Act (HIPAA)	The Health Insurance Portability and Accountability Act of 1996 (HIPAA) established national standards for the protection of private health information.
Homelessness Response System (HRS)	The overall system of services to address homelessness managed by HSH. Guided by the Department's Strategic Framework, the system helps people exit homelessness by getting a house key into their hands as quickly as possible.
Housing Quality Standard (HQS)	The minimum quality criteria established by HUD that are deemed necessary for the health and safety of program participants. Housing facilities receiving HUD funding must meet these criteria and are subject to inspection.
HUD	U.S. Department of Housing and Urban Development.
Local Operating Subsidy Program (LOSP)	As part of San Francisco's Local Operating Subsidy Program (LOSP), the City pays the difference between a provider's cost of operating a housing facility and the amount of revenue the provider receives for that facility.
Master Lease	Lease between an Awarded Provider or City and the Owner/Landlord of a building that specifies the obligations of both parties, including payments to the owner.
Older Adult	An adult aged 55 years and older. Minimum age requirements for programs serving older adults may vary based on funding source.
Online Entry Navigation System (ONE System)	The ONE system is the data system used for all housing and services for people experiencing homelessness in San Francisco. The ONE System is a resident level database that is used system-wide to track all HSH related services and housing placements. The implementation of the ONE System is ongoing.
Permanent Supportive Housing (PSH)	A locally and federally-funded program that provides long-term affordable, subsidized housing and support services to people exiting chronic homelessness.
Property Management	The management of the residential facility, including oversight of the property's maintenance, janitorial and repair services; supervision of Property Management, janitorial, and maintenance staff; coordinating intake of potential tenants; handling the signing of lease agreements and other tasks related to the placement process; handling complaints; emergencies and lease violations; rent collection and tenancy records; evictions; and room preparations between tenants and move-outs. Property Management is required to coordinate and collaborate with support services staff.

Term	Definition
Proposer	Any entity submitting a proposal to this RFP.
Resident	An individual or couple that uses program services.
RFP	Request for Proposals.
Strategic Framework	The HSH Five-Year Strategic Framework provides a roadmap for reducing homelessness in San Francisco and making it a rare, brief, and one-time occurrence.
Support Services	Services that help a resident establish and maintain stable long-term housing and service connections, including intake and assessment, case management, benefits counseling and advocacy, referrals, and coordination with Property Management. These services help residents meet personal goals and achieve maximum benefit from HSH program participation. Property Management is required to coordinate and collaborate with support services staff.
Tenant	An individual who is a legal resident (i.e. signed a lease agreement with the supportive housing provider for a housing unit funded by HSH).
Awarded Provider	Any Proposer awarded contract(s) for services under this RFP.
Third Part Rent Payment Services	An agreement between tenants and a third party where the third party pays rent directly to the Awarded Provider for housing. This includes Modified Payment Programs and Representative Payee services. Residents may be required to enroll in Third Party Direct Rent Payment Agreements prior to signing a lease.

### C. Overview of HSH’s Strategic Framework and Statement of Need

In October 2017, HSH published its Strategic Framework, which lays out the Department’s vision and top priorities for significantly reducing homelessness in San Francisco by the end of 2022. It describes the key elements of a Homelessness Response System (HRS) designed to curb homelessness and look at each of the three primary groups experiencing homelessness in San Francisco—adults, families with children, and youth—and what is needed to better meet the unique needs of each.

The Framework seeks to align existing and new programs within a system that treats homelessness as an emergency to be responded to quickly and effectively. To effectively implement this system-wide approach, all resources and programs must employ consistent, compassionate, and common-sense strategies with measurable goals. Using the HRS, HSH and its partners will match resources to needs and ensure that those with the greatest challenges receive targeted assistance. Data and accountability will be built into the system. The strengths and dignity of people who are experiencing homelessness will be elevated throughout the system. Proposers are encouraged to familiarize themselves with the Framework, which can be found at [hsh.sfgov.org](http://hsh.sfgov.org).

### D. Overview of HSH’s Homelessness Response System (HRS)

The HRS is the overall network of services to address homelessness managed by HSH. The goal of this system is to prevent homelessness when possible and to make it rare, brief, and one-time. The system helps people exit homelessness by getting a house key into their hands as quickly as possible. Core components of the HRS include: Coordinated Entry (CE), Street Outreach, Problem Solving, Temporary Shelter, Housing, and Housing Ladder.

CE is a key component of this response system. CE is a consistent, community-wide intake process to match people experiencing homelessness to available community resources that are the best fit for their situation. CE includes a clear set of entry points, a standardized method to assess and prioritize



people needing assistance, and a streamlined process for rapidly connecting people to a housing solution that best meets their needs.

CE will fully integrate into the Online Navigation and Entry (ONE) System, San Francisco's implementation of the Homeless Management and Information System (HMIS). The assessment will build upon the standard intake and be entered directly into ONE and referrals to transitional and permanent housing will be made through the ONE System.

CE Access Points, which serve as the community connector to the HRS, offer direct services or provide referrals to services that assist eligible San Francisco households in resolving their homelessness or housing crisis. Access Points have four primary functions: 1. eligibility screening for services; 2. Problem Solving to avoid entering the public shelter system; 3. housing assessment and navigation to prioritize households based on living situation and vulnerabilities; and 4. matching to determine eligibility for available housing opportunities and referral to housing site(s) based on eligibility and assessment results.

This coordinated process will dramatically reduce the burden placed on people experiencing homelessness by removing the necessity to seek assistance from multiple agencies separately and instead streamline access to all the resources in the HRS.

#### **E. Funding Sources**

The sources of funding may include federal, state, and local funds. Payment for all services provided in accordance with provisions under this RFP shall be contingent upon the availability of funds for these services. The City shall not be required to fund any definite units of services nor does the City guarantee any minimum amount of funding for the services described in this RFP.

## **2. Scope of Work**

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This Scope of Work is a general guide to the work the City expects Awarded Providers to perform, and is not a complete listing of all services that may be required or desired.

#### **A. Target Populations**

Awarded Providers shall serve one or more of the target populations described in this section. All target population categories consist of both new and continuing residents, including individuals enrolled in the City's Direct Access to Housing (DAH)<sup>4</sup> program.

Awarded Providers may serve residents who have been turned away by other programs due to mental health issues, drug and/or alcohol problems, a history of domestic violence, bad credit and/or eviction histories and/or accumulated debts, and who need additional support to remain in permanent housing.

Residents may live with one or more disabilities, such as chronic illness, substance abuse, or mental illness that do not require 24-hour care and supervision. Residents will be generally eligible for General Assistance, Supplemental Security Income (SSI), or Disability Benefits.

Residents may be enrolled in local, state or federal programs that provide rental or operating subsidies and support services, such as San Francisco's Local Operating Subsidy Program (LOSP) or programs funded by the U.S. Housing and Urban Development (HUD). Awarded Providers are advised that

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<sup>4</sup> DAH is being phased out as a distinct program name as Coordinated Entry is rolled out.

eligibility criteria and/or service and reporting requirements may differ for residents enrolled in these programs.

**Adults**

Awarded Providers shall serve formerly homeless adults, ages 18 and over, without the custody of minors below 18 years of age. Adult residents are low-income and may suffer from mental illnesses, substance use challenges, physical disabilities, developmental disabilities, HIV/AIDS, and/or other chronic health conditions.

**Older Adults**

Awarded Providers shall serve older adults who have a history of chronic homelessness, living on the streets or in emergency shelters, or are otherwise marginally housed. Minimum age requirements for participation in older adult programs may vary by program type and/or funding source, but generally begin at 55 or 62.

**B. Referrals and Prioritization**

Awarded Providers shall serve one or more target populations who meet HSH-established eligibility requirements and are referred by HSH’s CE Access Points established to serve the target population.

Eligibility criteria for supportive housing programs may include meeting a definition of homelessness at the time of referral and placement, enrollment in specific benefits programs, income criteria and/or the ability to live independently within the structure of the housing program. Residents that meet eligibility criteria for supportive housing programs are prioritized based on various criteria, such as levels of vulnerability, length and history of homelessness, and severity of housing barriers.

The HRS and CE for all populations are in development. As these are developed and adopted, policies and procedures will evolve. As appropriate, Awarded Providers will be included in the development and adoption of relevant policies and practices and are strongly encouraged to actively engage in the process.

**C. Program Sites**

Awarded Providers shall provide Property Management services at pre-determined supportive housing sites located throughout San Francisco. The housing sites are renovated Single Room Occupancy (SRO) hotels that are Master Leased by the City. The **Table of Program Sites** below lists the locations and target populations of the buildings covered by this RFP.

**Table of Program Sites**

Program Site	Target Population	Total Number of Units to be Served <sup>5</sup>
124 Turk Street San Francisco, CA 94102	Adults	55
144 Eddy Street San Francisco, CA 94102	Adults	89
730 Eddy Street San Francisco, CA 94109	Older Adults	86

<sup>5</sup> Program services for these units are supported by operating and rental subsidies from various funding sources, including the City’s Local Operating Subsidy Program (LOSP) and other General Fund assistance.

Program Site	Target Population	Total Number of Units to be Served <sup>5</sup>
520 Jones Street San Francisco, CA 94102	Adults	75
2176 Mission Street San Francisco, CA 94110	Adults	54
238 Eddy Street San Francisco, CA 94102	Adults	91

**D. Description of Program Services**

Awarded Providers shall provide Property Management to one or more of the target populations described above. These services are essential to maintaining a safe, clean and secure housing environment where residents may reside and participate in support services. Property Management services shall include, but are not limited to:

1. Stewardship of the Master Lease
  - a. Awarded Providers shall maintain stewardship of the Master Lease on behalf of HSH and coordinate with the property’s owner on regular maintenance items.
  - b. Awarded Providers shall coordinate and manage regular asset management meetings, on a schedule to be determined with HSH Real Estate staff, to be attended by HSH Real Estate staff, the HSH Program Manager, and Awarded Provider to address ongoing capital needs, property owner’s Obligations, changes to the Approved Sublease, and other issues as per the Master Lease.
  
2. Program Applicant Selection and Intake: Awarded Providers shall follow the processes agreed upon by Awarded Provider, HSH, property owner, housing subsidy administrators, and/or other entities involved with referrals.
  
3. Residential Lease Set-Up: Awarded Providers shall draft, provide and sign a rental agreement with each resident at the time of move-in. The agreement shall include House Rules and other pertinent Lease Addenda. Awarded Providers are also expected to review their Grievance policies and procedures and HSH policies and procedures, such as the Wellness Check Policy, with residents at the time of lease signing.
  
4. Collection of Rents, Security Deposits, and Other Receipts: Awarded Providers shall collect and process rent and other housing-related payments made by program residents.
  - a. Awarded Providers shall communicate and coordinate with local, state and/or federal agencies, as needed to process rental subsidies.
  - b. For residents paying a portion of their income towards rent, Awarded Providers shall assist with payment arrangements and comply with HSH or other requirements governing how much residents are required to pay.
  - c. For programs that require residents to enroll in third party rent payment services, Awarded Providers shall complete and submit referral paperwork to the agency providing the service and notify HSH of any problems with the arrangement.
  
5. Annual Resident Re-certification: When required, Awarded Providers shall re-certify resident income after each year of residence. This is generally done on the anniversary of a resident’s move-in date.
  
6. Lease Enforcement, Written Notices and Eviction Prevention:

- a. Awarded Providers shall provide written notice or warning to residents to notify them of any issue that may affect ongoing tenancy including, but not limited to, failure to pay rent on time or in full, violations of house rules and actions that are in violation of the rental agreement.
  - b. When necessary, Awarded Providers shall provide notice to residents of any actions related to the eviction process in accordance with laws in effect in San Francisco.
  - c. Awarded Providers shall work with residents, in conjunction with support services, to resolve issues that put residents at risk of eviction.
  - d. Awarded Providers are to copy the support services team on all of these communications.
7. Building Service Payments: Awarded Providers shall set up and manage utility accounts and services related to the property, including but not limited to communications, alarms/security, fire alarm monitoring, garbage, water, and pest control. This may include elevator maintenance, as required.
  8. Building Maintenance: Awarded Providers shall maintain the facility in sanitary and operable condition, post protocol and forms for resident requests for maintenance or repairs, and respond to requests in a timely manner. Building maintenance shall include the following services:
    - a. Janitorial services in common areas, offices, and shared-use restroom and shower facilities;
    - b. Regular removal of garbage/trash from designated trash areas and maintenance of these areas as clean and functional;
    - c. Pest control services, as needed;
    - d. Maintenance and repair of facility systems, plumbing, electrical, safety issues;
    - e. Building security;
    - f. Preparation of apartments for resident move-in and move-out; and
    - g. Coordination of building maintenance with on-site support services staff and In-Home Support Services (IHSS) providers.
  9. Wellness Checks: Awarded Providers shall conduct Wellness Checks in accordance with HSH policy to assess a resident's safety when there is a reason to believe the resident is at immediate and substantial risk due to a medical and/or psychiatric emergency.
  10. Front Desk Coverage: Awarded Providers shall provide front desk coverage 24 hours per day, seven days per week.
  11. Record-Keeping and Reporting: Awarded Providers shall maintain confidential resident files that contain eligibility documentation, signed lease agreement and lease addenda, and documentation of rent collection and other Property Management services, including but not limited to lease violations letters, legal notices, reasonable accommodations paperwork, and incident reports as part of overall program compliance.
  12. Compliance with Regulations: Awarded Providers shall:
    - a. Coordinate with the Department of Building Inspection (DBI), the Department of Public Health (DPH), and/or other City agencies to complete all required inspections of the housing site prior the start of the program; and
    - b. Comply with requirements for ongoing facility inspections.
      - i. In the event that an Awarded Provider is given notice of building violations by DBI, DPH, or another City agency, it shall notify HSH immediately and cease accepting referrals until code violations have been cleared or specific situations have been negotiated with HSH.

Additionally, for any buildings that receive HUD funding, Awarded Providers shall:

- a. Ensure that residential buildings meet Housing Quality Standards (HQS) and pass all required HQS inspections upon unit turnover and coordinate with the subsidy administrator to schedule HQS inspections; and
  - b. Notify subsidy administrator of resident lease violations, including housing exits, in a timely manner.
13. Program Exit Planning and After-care: Awarded Providers shall alert support services staff when residents give notice to leave housing and shall keep a record of each resident's forwarding address. Awarded Providers shall collaborate with support services staff to ensure a resident's successful transition from the program, including assisting with any necessary paperwork, such as applications for the Moving On Initiative (MOI).

## **E. Service Requirements & Expectations**

### **1. Best Practice & Service Approach**

Awarded Providers shall incorporate best practices in homeless crisis response, as well as the concepts articulated in HSH's Strategic Framework, including:

- a. Delivery of trauma-informed care assistance to maximize self-sufficiency for people experiencing homelessness in San Francisco, to reduce the timeline from first encounter to housing placement, and ensure that households are not subject to redundant or unnecessary access barriers;
  - b. Delivery of a harm reduction model philosophy whenever possible;
  - c. Flexibility and adaptability as the system is refined;
  - d. Collaboration to build and maintain strong and effective working partnerships with the neighborhood and community services;
  - e. The ability to communicate how the system works to people experiencing homelessness, providers, and the public;
  - f. A Problem Solving approach to ending homelessness and to adopt a strengths-based and resident-centered approach to all aspects of service delivery;
  - g. Housing First principles: everyone is housing ready and there should be no barriers or service participation requirements imposed on people experiencing homeless as a condition for entering housing;
  - h. A systems-thinking approach, understanding that all the work funded by HSH is designed to streamline access to housing for households experiencing homelessness;
  - i. Strong data management capacity and a willingness to use data on a continuous basis to inform and improve practice;
  - j. Seeking and collection of feedback from residents;
  - k. Collaboration with the San Francisco HRS for continuous quality improvement;
  - l. Mindfulness about the racism and bias that has disproportionately created homelessness among people of color; members of the lesbian, gay, bisexual, transgender, and questioning (LGBTQ) community; individuals involved with justice and/or foster care systems; victims of sexual trafficking and exploitation; and people with disabilities to combat discrimination and integrate equity in staffing, staff development and training, program approach and the approach to data and outcomes; and
  - m. Limiting or eliminating administrative burdens on people experiencing homelessness in San Francisco to the maximum extent possible.
2. Awarded Providers are expected to maintain a good working relationship with support services staff, HSH, and all other agencies involved in program operations to ensure communication and coordination that supports program goals.

3. Possession of Licenses/Permits: Awarded Providers warrant the possession of all licenses and/or permits required by the laws and regulations of the United States, the State of California, and the City to provide the Services. Failure to maintain these licenses and permits shall constitute a material breach of awarded contracts.
4. Awarded Providers shall obtain and maintain all required staff health screenings and certifications, including, but not limited to, staff Tuberculosis testing, CPR/First Aide and AED certifications.
5. Admission Policy: Admission policies for the services shall be in writing and available to the public. Except to the extent that the services are to be rendered to a specific population as described in the programs listed herein, such policies must include a provision that residents are accepted for care without discrimination on the basis of race, color, creed, religion, sex, age, national origin, ancestry, sexual orientation, gender identification, disability, or AIDS/HIV status.
6. Grievance Procedure: Awarded Providers agree to establish and maintain a written Resident Grievance Procedure, which shall include the following elements, as well as others that may be appropriate to the services:
  - a. The name or title of the person or persons authorized to make a determination regarding the grievance;
  - b. The opportunity for the aggrieved party to discuss the grievance with those who will be making the determination;
  - c. The amount of time required for each step, including when a resident can expect a response; and
  - d. HSH Program Manager's contact information for the resident to contact after the resident has exhausted the Awarded Provider's internal Grievance Procedure.

Awarded Providers shall, at program entry, review and provide a copy of this procedure, and any amendments, to each resident over the age of 18 and obtain a signed copy of the form from the resident(s), which must be maintained in the resident's file. Additionally, Awarded Providers shall provide a copy of the procedure and any amendments to the HSH Program Manager or his/her designated agent.

7. Annual Resident Survey: Awarded Providers shall utilize a written anonymous survey of residents at least once a year to gather feedback and assess the awareness of residents regarding the services and systems within the program. Awarded Providers shall publicize the survey and offer all residents the opportunity to take it.
8. Awarded Providers shall adhere to all applicable Critical/Significant Incident policies, including those regarding relevant and appropriate emergency notifications and submission of written reports to HSH.
9. Awarded Providers shall attend all meetings as required by HSH.
10. Awarded Providers shall participate, as required by HSH, in City, State and/or Federal government evaluative studies designed to show the effectiveness of Awarded Provider services. Awarded Providers agree to meet the requirements of and participate in the evaluation program and management information systems of the City. The City agrees that any final reports generated through the evaluation program shall be made available to Awarded Providers within 30 working days of receipt of any evaluation report and such response will become part of the official report.

11. Awarded Providers shall maintain confidential resident files that document the services and supportive work provided for the purpose of tracking and reporting objectives and outcomes.
12. Any information shared between Awarded Providers, HSH and other providers about residents shall be communicated in a secure manner, with appropriate release of consent forms and in compliance with HIPAA guidelines. Awarded Providers shall comply with HSH policies regarding the protection of private health information as required by its Agreement with the City.
13. Awarded Providers shall establish a written Memorandum of Understanding (MOU) with support service providers, as required by HSH.
14. Awarded Providers recognize that funding for these services may be provided to the City through federal, state or private foundation awards. Awarded Providers agree to comply with the provisions of the funding sources.
15. Awarded Providers agree that funds received from a source other than the City to defray any portion of the reimbursable costs allowable under the awarded contracts shall be reported to the City and deducted by Awarded Providers from their billings to the City to ensure that no portion of the City's reimbursement to Awarded Providers is duplicated.
16. Good Neighbor Policies  
Awarded Providers shall maintain a good relationship with the neighborhood, including:
  - a. Working with the neighborhood to ensure that neighboring concerns about the building are heard and addressed;
  - b. Working closely with HSH and other relevant agencies to ensure that neighborhood concerns are addressed;
  - c. Having a representative of the Awarded Provider attend all appropriate neighborhood meetings; and
  - d. Actively discouraging loitering in the area surrounding the building.

#### **F. Service and Outcome Objectives**

The purpose of objectives is to measure the quantity and quality of services provided and to assess how well these services lead to intended outcomes. Both quantitative and qualitative analysis may be applied to measure program efficiency and effectiveness. Contracts may also include objectives mandated by the funding sources.

Objectives will be measured by reported data as specified in **Section G. Reporting Requirements** and/or via program monitoring. In measuring these areas, a balance will be created between the value of the information and the time/effort required to collect the information.

##### 1. Service Objectives

HSH will develop service objectives to describe expectations of the quantity and quality of services provided. Awarded Providers will be held accountable to meeting service objectives as they represent essential inputs tied to proposed program outcomes.

Service objectives may include:

- Number of unduplicated households to be served in a specified period;
- Number of unduplicated households that will receive specific types of services;
- Number of services provided by service type;

- Vacancy rates and length of time units remain vacant;
- Volume or quantity of services to be provided; and/or
- Timeliness or frequency of service provision.

## 2. Outcome Objectives

HSH will develop outcome objectives for each program to measure the change we hope to see in the residents, community, or system as a result of the program. Certain outcome objectives will be calculable using resident-level data collected from each program. HSH will clearly define outcome objectives to be reported and/or calculated in the final contracts.

Outcome objectives may include:

- Reduction in the length of time a person remains homeless;
- Long term housing stability (extent to which persons placed in supportive housing remain stably housed within a given time period);
- Reduction in the rate of returns to homelessness; and/or
- Improvements to residents' well-being and self-sufficiency.

## G. Reporting Requirements

HSH is working to integrate all programs and legacy databases into the ONE System. Awarded Providers are expected to enter data into the ONE System, but may be required to report certain measures or conduct interim reporting in CARBON, via secure email, or through uploads to a File Transfer Protocol (FTP) site. HSH will not provide data uploads into the ONE System on behalf of Awarded Providers. Reporting requirements may vary by program, service type, target population and/or funding source. Awarded Providers shall submit reports in a timely manner using templates or formats specified by HSH.

1. When required by HSH, Awarded Providers shall submit the monthly, quarterly and/or annual metrics into either the CARBON database, via secure email, or through uploads to an FTP site. HSH will provide clear instructions to all Awarded Providers regarding the correct mechanism for sharing data.
2. When required by HSH, Awarded Providers shall provide regular reports of activities, referencing the tasks as described in the service and outcome objectives section. Reports may also include accomplishments and challenges encountered by Awarded Providers.
3. Awarded Providers shall provide Ad Hoc reports, as required by the Department, and respond to requests by HSH in a timely manner. Any information shared between Awarded Providers, HSH and other providers about tenants will be communicated in a secure manner, with appropriate release of consent forms and in compliance with HIPAA guidelines.

## H. As-Needed Services

Subject to the City's approval, the contract awarded under this RFP may be amended in accordance with City requirements to include additional services by Awarded Providers, as needed by the City and for services related to the scope of work described in this RFP. The scope and cost of as-needed services will be negotiated.

## 3. Pre-Proposal Information

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**A. Pre-Proposal Conference Attendance and Pre-Registration**

In-person attendance is recommended. To pre-register, please email Kimberley.Norman@sfgov.org with the name of your organization(s) and number of attendees by November 14, 2018, 5:00 pm.

At the Pre-Proposal Conference, HSH will provide an overview of the RFP, submission requirements, and a question and answer portion.

**B. Pre-Proposal Conference Time and Location**

The Pre-Proposal Conference will be held at the date and time specified below.

November 15, 2018, 10:30 am  
Department of Homelessness and Supportive Housing  
1360 Mission St., Ste. 200  
San Francisco, CA 94103

Topics already covered will not be repeated for the benefit of late arrivals. Failure to attend the Pre-Proposal Conference shall not excuse Proposers or Awarded Providers from any obligations of the contract.

**C. RFP Questions Deadline**

Upon conclusion of the Pre-Proposal Conference, questions or requests for interpretation will only be accepted by e-mail to Kimberley.Norman@sfgov.org until the RFP Questions Deadline, November 19, 2018, 5:00 pm.

Proposer-specific questions about compliance with the City's requirements for Providers described in **Section 9. Standard City Vendor Forms** are not subject to the above deadline and may still be asked and answered by the contact designated in this RFP.

**D. RFP Answers and Clarifications**

A summary of the clarifications, questions and answers pertaining to this RFP will be posted on the Office of Contract Administration's Bid and Contracts website: <http://mission.sfgov.org/OCABidPublication>. From the search by category, select "Consultants and Professional Services" and then the link for this RFP.

It is the responsibility of each Proposer to check for any RFP Addenda, Question and Answer postings, and other updates posted regarding this RFP.

## **4. Proposal Submission Requirements**

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**A. Time and Place for Submission of Proposals**

Proposals and all related materials (completed Appendices 1 and 2 comprising the Proposal Package), both in electronic and hard copy format as detailed below, must be received by December 12, 2018, 12:00 pm.

1. Electronic PDF Proposals

Proposers shall submit one electronic PDF file of the Appendix 1: Proposal Template and one PDF file **and** one Excel file of the Appendix 2: Budget Template Workbook and a PDF of the Cost Allocation Plan to Kimberley.Norman@sfgov.org. The electronic file title should include the RFP number and the Proposer name.

2. Hard Copy Proposals

Proposers shall deliver or mail five hard copies of proposals to:

**Kimberley Norman**

Department of Homelessness and Supportive Housing  
1360 Mission Street, Suite 200  
San Francisco, CA 94103

Postmarks will not be considered in judging the timeliness of submissions. Proposals submitted solely by e-mail will not be accepted. Proposals submitted by fax will not be accepted. Late submissions will not be considered, including those submitted late due to mail or email delivery failure. Supplemental documents or revisions after the Proposals Deadline will not be accepted.

**B. Proposal Submission Format**

Proposers must submit a Proposal Package using RFP Appendices 1 and 2 (Proposal Template and Proposal Budget Forms), in the order and format specified. This is necessary so that all proposals can receive fair and consistent evaluation. Proposals that do not follow the required format will not be considered. Information must be at a level of detail that enables effective evaluation by the Evaluation Panel. All Proposers must ensure that the proposal addresses selection criteria for Awarded Providers in **Section 5 - Selection of Awarded Providers**.

Proposers must print double-sided to the extent possible and bind proposals copies with a binder clip, rubber band, or single staple. Proposal Packages **must not** be submitted in a binder, bound with spiral binding, or anything similar. It is preferred that text is unjustified (i.e., with a ragged-right margin) using Times New Roman 12 font.

**C. Proposal Contents**

Proposers must complete and submit the Proposal Package, comprised of Appendix 1: Proposal Template, Appendix 2: Budget Template Workbook, and any requested attachments.

Using Appendix 1: Proposal Template, Proposers must complete/provide the following:

1. Proposal Cover Page

- 1.1 Proposer Information: Organization Name, Federal ID Number, Address, Director and Contact Name, Email and Phone, Annual Proposed Budget Amount, Subcontractor Information, Site(s) Proposing to Serve
- 1.2 Certifications

2. Minimum Qualifications

The Proposer must demonstrate that it meets all of the Minimum Qualifications. The Proposer must include the prior or current program name; funder name; funder contact name, title and email; and the start/end dates. If a Subcontractor will be used, the Proposer must identify the Subcontractor and how it meets the Minimum Qualifications.

2.1 At least five years of experience providing Property Management services within the past seven years; and

2.2 **For each target population Proposer is proposing to serve based on site(s)** (e.g. Adults, Older Adults), at least five years of experience working with the target population(s) within the past seven years.

### 3. Organizational Capability and Experience

In no more than eight pages, Proposers must provide responses to the following:

- 3.1 Describe agency's experience delivering Property Management services; and the agency's organizational capability and infrastructure to deliver the services described in the RFP.
- 3.2 For each target population Proposer is proposing to serve based on site(s) (e.g. Adults, Older Adults), describe the agency's experience working with the target population(s) based on proposed site(s). Failure to address all proposed target populations may be considered non-responsive.
- 3.3 Describe the agency's experience working with diverse individuals, including Black, Latino and LGBTQ adults and agency's experience providing responsive services. Include the types of training that staff has received around racial equity, cultural humility, and strengths-based service delivery.
- 3.4 Describe the agency's experience in harm reduction and trauma-informed care.
- 3.5 Describe the agency's experience using data to make decisions and to continually improve services.

### 4. Program Plan

In no more than six pages, Proposers must provide responses to the following:

- 4.1 Describe the agency's plan to provide the Property Management services required at the proposed site(s); and make note of any challenges and barriers that may arise; and how the agency plans to mitigate such issues, including how it plans to ensure continuity of services for program residents.
- 4.2 Describe the agency's plan to integrate best practices and HSH's Strategic Framework into services.
- 4.3 Describe agency's proposed staffing structure and coverage, including brief job descriptions, qualifications, and training.
- 4.4 Describe the agency's plan to solicit resident feedback; and how the feedback will be reported to HSH and incorporated into the program.

### 5. Budget Workbook

- **For each building the Proposer is proposing to serve, complete and provide one Appendix 2: Budget Template Workbook.**
  - The budget must be cost effective, include detailed and accurate information and budget narrative.
  - The budget forms are in Excel spreadsheets with existing formulas. Please only complete the yellow highlighted section. If additional rows are added, please ensure formulas are not adversely impacted. There are five sections in the budget workbook: Summary, Salaries, Operating, Capital Expenditures, and Budget Narrative.
- 5.1 Using the Appendix 2: Budget Template Workbook, Proposers must list direct expenses for all proposed costs from July 1, 2019 to June 30, 2022 using the Salary, Operating and Capital tabs, as appropriate.
    - Complete the highlighted yellow portions, as other sections contain formulas.
    - Salaries, Operating and Capital Expenditure are direct costs and must be clearly and easily attributable to the program.
    - Indirect rates are not allowable on Subcontractor indirect or capital expenditures, aid payments, other direct voucher payments, or any stipend, subsidy or expense paid on behalf of a resident (i.e., security deposit, rental payment assistance, transportation vouchers, etc.). These examples are not intended to be a comprehensive list.
    - If applicable, attach a separate detailed Subcontractor budget using the standard HSH format if there is a Subcontractor arrangement made under the terms of the contract.

Provide a brief explanation of the Subcontractor arrangement, as well as a budget breakdown. Please note the total Subcontractor budget amount should appear on the Operating tab under the Subcontractor section.

- 5.2 Complete the Budget Narrative tab, to clearly explain the basis for each expense listed on the Salaries, Operating and Capital Detail tabs, as appropriate.
- The Budget Narrative provides detailed information and calculations supporting the amount allocated to each budget line item.
  - Proposers must detail all mathematical computations for each line item and show how the total dollar amount was derived, e.g., the annual salary for each position multiplied by the full-time equivalent (FTE), the number of square feet of office space to be utilized multiplied by the rate per square foot, the cost per month for insurance multiplied by the number of months in the contract term, etc.
  - For the Salaries and Benefits section, list the position, a brief sentence of the position's responsibilities, the FTE, the percentage of FTE allocated to the activity, the salary per month, the salary per annum, and the mathematical computation used to arrive at the total dollar amount. Please add rows as needed.
- 5.3 Attach a Cost Allocation Plan.
- A Cost Allocation Plan is required. Proposers should follow cost allocation guidelines for nonprofit entities, as applicable, that largely follow those described by Generally Accepted Accounting Principles (GAAP) and in Federal OMB Circular A-122. The plan should include how indirect costs were calculated. A proposal submitted without a Cost Allocation Plan may be considered non-responsive.

## **5. Selection of Awarded Providers**

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This section describes the guidelines used for analyzing and evaluating the proposals. It is the City's intent to select the Proposer for contract negotiations that will provide the best overall service package to the City. Proposer(s) selected for contract negotiations are not guaranteed a contract. This RFP does not in any way limit the City's right to solicit contracts or grant agreements for similar or identical services.

### **A. Minimum Qualifications**

The Proposer must clearly demonstrate that it meets the Minimum Qualifications to be considered for evaluation. The Proposer's responses to Minimum Qualifications in RFP Appendix 1 will be reviewed on a pass/fail basis to determine eligibility for proposal evaluation only.

The Minimum Qualifications determination will be solely based on the information submitted by the Proposer. Insufficient or incomplete information will result in a proposal being considered non-responsive. Responses of "to be provided upon request" or "to be determined" or "Confidential" or the like, or that do not otherwise provide the information requested (e.g., left blank) are not acceptable. Any proposal that does not demonstrate that the Proposer meets the Minimum Qualifications for the contract to which it is applying will be issued a notice of non-responsiveness and may not be evaluated or eligible for contract award under this RFP.

The City reserves the right to request clarifications from Proposers prior to rejecting a proposal for failure to meet the Minimum Qualifications. Clarifications are limited exchanges between the City and Proposer and will not provide a Proposer the opportunity to revise or modify its proposal.

### **B. Proposal Evaluation (100 total possible points)**

HSH intends to award contracts to providers that it considers will provide the best overall program services at a reasonable pricing structure. HSH reserves the right to accept other than the lowest priced

offer and to reject any proposals that are not responsive to this RFP. If more than one proposal per site is received, proposals will be evaluated by an Evaluation Panel. The City intends to evaluate the proposals generally in accordance with the criteria itemized below.

#### Organizational Capability and Experience (44 points)

- The agency clearly demonstrates that it has the experience, organizational capability and infrastructure to successfully provide Property Management services. (10 points)
- The agency clearly demonstrates that it has experience with and understands the issues faced by the target population that Proposer is proposing to serve based on site(s) (e.g. Adults, Older Adults). (8 points)
- The agency clearly demonstrates that it has successfully provided responsive services to diverse individuals, including Black, Latino and LGBTQ adults. (10 points)
- The agency clearly demonstrates that it has experience in harm reduction and trauma-informed care and successfully implemented these approaches. (8 points)
- The agency clearly demonstrates that it has experience using data to make decisions and to continually improve services. (8 points)

#### Program Plan (40 points)

- The agency's plan is clear, reasonable and will ensure continuity of services to program residents. In its plan, the agency anticipates and thoughtfully addresses likely challenges and barriers to implementation, including how it intends to mitigate or resolve them. (10 points)
- The agency's plan clearly demonstrates that the agency understands and plans to integrate best practices and HSH's Strategic Framework into the program. (10 points)
- The agency's planned staffing structure is clear, reasonable, and is well matched to the services required in the RFP and is reflected in the proposed Budget. (10 points)
- The agency's plan clearly describes a well thought out plan to solicit resident feedback and incorporate feedback into the program. (10 points)

#### Budget Workbook (16 points)

For each building the Proposer is proposing to serve:

- The proposed budget is reasonable; cost effective; reflects good allocation of resources; and matches the program requirements; and matches the proposed staffing structure. (6 points)
- The budget narrative is clear and provides justification for budget line items. (6 points)
- The Cost Allocation Plan is attached, clear and reasonable. (4 points)

## **6. Terms and Conditions for Receipt of Proposals**

### **A. Errors and Omissions in RFP**

Proposers are responsible for reviewing all portions of this RFP. Proposers are to promptly notify the Department, in writing, if the Proposer discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be directed to the Department promptly after discovery, but in no event later than 72 hours prior to the Proposals Deadline.

### **B. Inquiries Regarding RFP**

Proposers shall submit all questions concerning this RFP, scope of services or requirements in writing by email only before the RFP Questions Deadline and directed to: Kimberley.Norman@sfgov.org. All Proposer questions concerning the RFP process shall be submitted no later than 72 hours prior to the

Proposals Deadline. Proposers who fail to do so will waive all further rights to protest, based on these specifications and conditions.

**C. Objections to RFP Terms**

Should a Proposer object on any ground to any provision or legal requirement set forth in this RFP, the Proposer must, not less than 72 hours prior to the Proposals Deadline, provide written notice to the Department setting forth with specificity the grounds for the objection. The failure of a Proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

**D. Change Notices**

The Department may modify the RFP, prior to the Proposals Deadline, by issuing Addenda to the RFP, which will be posted at <http://mission.sfgov.org/OCABidPublication>. The Proposer shall be responsible for ensuring that its proposal reflects any and all Addenda issued by the Department prior to the Proposals Deadline regardless of when the proposal is submitted. Therefore, the City recommends that the Proposer consult the website frequently, including shortly before the Proposals Deadline, to determine if the Proposer has downloaded all RFP Addenda. It is the responsibility of the Proposer to check for any Addenda, Questions and Answers, and updates, which will be posted on the City's Bid and Contracts website: <http://mission.sfgov.org/OCABidPublication>.

**E. Term of Proposal**

Submission of a proposal signifies that the proposed services and prices are valid for 180 calendar days from the Proposals Deadline and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity. At the Proposer's election, the proposal may remain valid beyond the 180 day period in the circumstance of extended negotiations.

**F. Revision of Proposal**

A Proposer may revise a proposal on the Proposer's own initiative at any time before the Proposals Deadline. The Proposer must submit the revised proposal in the same manner as the original. A revised proposal must be received on or before, but no later than the Proposals Deadline.

In no case will a statement of intent to submit a revised proposal, or commencement of a revision process, extend the Proposals Deadline for any Proposer. At any time during the proposal evaluation process, the Department may require a Proposer to provide oral or written clarification of its proposal. The Department reserves the right to make an award without further clarifications of proposals received.

**G. Errors and Omissions in Proposal**

Failure by the Department to object to an error, omission, or deviation in the proposal will in no way modify the RFP or excuse the Proposer from full compliance with the specifications of the RFP or any contract awarded pursuant to the RFP.

**H. Financial Responsibility**

The City accepts no financial responsibility for any costs incurred by a Proposer in responding to this RFP. Submissions of the RFP will become the property of the City and may be used by the City in any way deemed appropriate.

**I. Proposer's Obligations under the Campaign Reform Ordinance**

Proposers must comply with Section 1.126 of the S.F. Campaign and Governmental Conduct Code, which states:

No person who contracts with the City and County of San Francisco for the rendition of personal services, for the furnishing of any material, supplies or equipment to the City, or for selling any land or building to the City, whenever such transaction would require approval by a City elective officer, or the board on which that City elective officer serves, shall make any contribution to such an officer, or candidates for such an office, or committee controlled by such officer or candidate at any time between commencement of negotiations and the later of either (1) the termination of negotiations for such contract, or (2) three months have elapsed from the date the contract is approved by the City elective officer or the board on which that City elective officer serves.

If a Proposer is negotiating for a contract that must be approved by an elected local officer or the board on which that officer serves, during the negotiation period the Proposer is prohibited from making contributions to:

- The officer's re-election campaign;
- A candidate for that officer's office; and
- A committee controlled by the officer or candidate.

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a Proposer approaches any city officer or employee about a particular contract, or a city officer or employee initiates communication with a potential contractor about a contract. The negotiation period ends when a contract is awarded or not awarded to the Proposer. Examples of initial contacts include: (1) a Proposer contacts a city officer or employee to promote himself or herself as a candidate for a contract; and (2) a city officer or employee contacts a provider to propose that the contractor apply for a contract. Inquiries for information about a particular contract, requests for documents relating to a Request for Proposal, and requests to be placed on a mailing list do not constitute negotiations.

Violation of Section 1.126 may result in the following criminal, civil, or administrative penalties:

- Criminal. Any person who knowingly or willfully violates section 1.126 is subject to a fine of up to \$5,000 and a jail term of not more than six months, or both.
- Civil. Any person who intentionally or negligently violates section 1.126 may be held liable in a civil action brought by the civil prosecutor for an amount up to \$5,000.
- Administrative. Any person who intentionally or negligently violates section 1.126 may be held liable in an administrative proceeding before the Ethics Commission held pursuant to the Charter for an amount up to \$5,000 for each violation.

For further information, Proposers should contact the San Francisco Ethics Commission at (415) 581-2300.

#### **J. Sunshine Ordinance**

In accordance with S.F. Administrative Code Section 67.24(e), Proposers' bids, responses to RFPs and all other records of communications between the City and persons or firms seeking contracts shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefits 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.

#### **K. Public Access to Meetings and Records**

If a Proposer is a non-profit entity that receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the S.F. Administrative Code, the Proposer must comply with Chapter 12L. The Proposer must include in its proposal (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to Proposer's meetings and records, and (2) a summary of all complaints concerning the Proposer's compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. The summary shall also describe the disposition of each complaint. If no such complaints were filed, the Proposer shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in Proposer's Chapter 12L submissions shall be grounds for rejection of the proposal and/or termination of any subsequent agreement reached on the basis of the proposal.

**L. Reservations of Rights by the City**

The issuance of this RFP does not constitute an agreement by the City that any contract will actually be entered into by the City. The City expressly reserves the right at any time to:

1. Waive or correct any defect or informality in any response, proposal, or proposal procedure;
2. Reject any or all proposals;
3. Reissue a Request for Proposals;
4. Prior to submission deadline for proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the proposals;
5. Procure any materials, equipment or services specified in this RFP by any other means; or
6. Determine that no project will be pursued.

**M. No Waiver**

No waiver by the City of any provision of this RFP shall be implied from any failure by the City to recognize or take action on account of any failure by a Proposer to observe any provision of this RFP.

**N. Local Business Enterprise Goals and Outreach**

Due to county, federal and state funding for these services, Local Business Enterprise (LBE) bid discounts will not be used in this RFP.

**O. Compliance with Previous Grant and Contract Requirements**

Agencies submitting proposals that have previously been granted by the City and County of San Francisco and/or Federal agencies to provide goods and/or services must successfully demonstrate compliance with performance/monitoring requirements specified in previous contracts or grants (corrective actions) in order to be considered responsive to this RFP. Documented failure to correct performance/monitoring deficiencies identified in past City and County contracts or grant may result in agency disqualification to participate in this RFP.

**P. Other Terms and Conditions**

The selection of any Proposer for contract negotiations shall not imply acceptance by the City of all terms of any proposal or response to this RFP, which may be subject to further negotiation and approvals by the City.

If a satisfactory contract cannot be negotiated in a reasonable time with the selected Proposer, then the City, in its sole discretion, may terminate negotiations and begin contract negotiations with the next highest scoring Proposer or may continue competition among remaining Proposers without reinitiating the RFP process.



The City reserves the right at any time to approve, disapprove, or modify proposed staffing, plans, timelines and deliverables, provided that all modifications are within the scope of services sought by this RFP.

This RFP does not in any way limit the City's right to solicit contracts for similar or identical services if, in the City's sole and absolute discretion, it determines the proposals submitted in response to this RFP are inadequate to satisfy its needs.

## **7. City Agreement Requirements**

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### **A. Compliance with Laws and Regulations**

Proposers must comply with all applicable State, Federal, and local laws. In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on its proposal prior to their delivery, it shall be the responsibility of the successful Proposer to notify the City at once, indicating in their letter the specific regulation which required such alterations. The City reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

### **B. City's Approval Rights over Subcontractors and Subcontractor Payments**

The City has approval rights over the use of all Subcontractors. Proposers must identify all current Subcontractors in their Proposal. All current and future Subcontractors must conform to all City policies regarding Subcontractors. Furthermore, each Proposer understands, acknowledges, and agrees that if it subcontracts with a third party for services, the Proposer accepts responsibility for full and prompt payment to the third party. Any dispute between the Proposer and the third party, including any payment dispute, will be promptly remedied by the Proposer. Failure to promptly remedy or to make prompt payment to a third party (Subcontractor) may result in the City's withholding of payment to the Proposer.

### **C. Release of Liability**

The Proposer hereby releases all individuals, entities and firms from all claims and losses that may arise from said individuals, entities or firms providing information, comments, or conclusions to inquiries that the City and County of San Francisco may make regarding the qualifications of any individual or firm seeking to be selected as a contractor or Subcontractor in connection with this RFP. This release is freely given and will be applicable whether or not the proposals by said individuals, entities or firms are accurate or not, or are made willfully or negligently.

### **D. Term of Cost and Work Effort Estimate**

Submission of a Proposal signifies that the proposed services and prices are valid for the full term of the contract awarded under this RFP, including all options to extend, and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

The City may award contract(s) based on Proposals received without discussion. A Proposer's initial cost and work effort estimate should, therefore, be based on the most favorable terms available. The City reserves the right to accept other than the lowest price offer and reject all Proposals that are not responsive to this RFP.

### **E. Standard Agreement Provisions**

The successful Proposer will be required to enter into a contract. Failure to timely execute the agreement, or to furnish any and all insurance certificates and policy endorsement, surety bonds or other materials required in the agreement, shall be deemed an abandonment of a contract offer. The City, in its sole discretion, may select another Proposer.

**F. Nondiscrimination in Contracts and Benefits**

The successful Proposer will be required to agree to comply fully with and be bound by the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Generally, Chapter 12B prohibits the City and County of San Francisco from entering into contracts or leases with any entity that discriminates in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of employees. The Chapter 12C requires nondiscrimination in contracts in public accommodation. Additional information on Chapters 12B and 12C is available on the CMD's website at <http://sfgov.org/cmd/>.

**G. Minimum Compensation Ordinance (MCO)**

The successful Proposer will be required to agree to comply fully with and be bound by the provisions of the Minimum Compensation Ordinance (MCO), as set forth in S.F. Administrative Code Chapter 12P. Generally, this Ordinance requires contractors to provide employees covered by the Ordinance who do work funded under the contract with hourly gross compensation and paid and unpaid time off that meet certain minimum requirements. For the amount of hourly gross compensation currently required under the MCO, see [www.sfgov.org/olse/mco](http://www.sfgov.org/olse/mco). Note that this hourly rate may increase on January 1 of each year and that contractors will be required to pay any such increases to covered employees during the term of the contract. Additional information regarding the MCO is available on the web at [www.sfgov.org/olse/mco](http://www.sfgov.org/olse/mco).

**H. Health Care Accountability Ordinance (HCAO)**

The successful Proposer will be required to agree to comply fully with and be bound by the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in S.F. Administrative Code Chapter 12Q. Proposers should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the HCAO is available on the web at [www.sfgov.org/olse/hcao](http://www.sfgov.org/olse/hcao).

**I. First Source Hiring Program (FSHP)**

If the contract is for more than \$50,000, then the First Source Hiring Program (Admin. Code Chapter 83) may apply. Generally, this ordinance requires contractors to notify the First Source Hiring Program of available entry-level jobs and provide the Workforce Development System with the first opportunity to refer qualified individuals for employment.

Successful Proposers should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the FSHP is available on the web at <http://oewd.org/first-source> and from the First Source Hiring Administrator, (415) 701-4848.

**J. Conflicts of Interest**

The successful Proposer will be required to agree to comply fully with and be bound by the applicable provisions of state and local laws related to conflicts of interest, including Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California. The successful Proposer will be required to acknowledge that it is familiar with these laws; certify that it

does not know of any facts that constitute a violation of said provisions; and agree to immediately notify the City if it becomes aware of any such fact during the term of the Agreement.

Individuals who will perform work for the City on behalf of the successful Proposer might be deemed consultants under state and local conflict of interest laws. If so, such individuals will be required to submit a Statement of Economic Interests, California Fair Political Practices Commission Form 700, to the City within ten calendar days of the City notifying the successful Proposer that the City has selected the Proposer.

**K. Insurance Requirements**

Upon award, Awarded Providers shall provide a copy of current insurance certificate naming the City as Additional Insured in a separate endorsement page, or submit evidence that it can obtain the following coverage and name the City as Additional Insured: (1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury or illness; (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; (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; and (4) Professional Liability Insurance for negligent acts, errors or omission with respect to professional or technical services with limits not less than \$1,000,000 for each claim.

**L. Compliance with Municipal Codes**

Awarded Providers that do not comply with laws set forth in San Francisco's Municipal Codes may be unable to enter into an agreement with the City. Some of the laws are included in this RFP.

**M. Companies Headquartered in Certain States**

Successful Proposers are subject to the requirements of Administrative Code Chapter 12X, which prohibits the City from entering into contracts with companies headquartered in states with laws that perpetuate discrimination against LGBT populations or where any or all of the work on the contract will be performed in any of those states. Proposers are hereby advised that Proposers which have their United States headquarters in a state on the Covered State List, as that term is defined in Administrative Code Section 12X.3, or where any or all of the work on the contract will be performed in a state on the Covered State List may not enter into contract with the City. A list of states on the Covered State List is available at the website of the City Administrator.

## **8. Protest Procedures**

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The City reserves the right to proceed with its Awarded Provider selection and/or negotiation process during any protest period. The City will cease its Awarded Provider selection process only if and when it receives a notification of decision that is in favor of the protester.

**A. Protest of Non-Responsiveness Determination**

Within five business days of the City's issuance of a notice of non-responsiveness, any Proposer that has submitted a proposal and believes that the City has incorrectly determined that its proposal is non-responsive may submit a written notice of protest by e-mail (fax is not acceptable). Such notice of protest must be received by the City on or before the fifth (5<sup>th</sup>) business day following the City's issuance of the notice of non-responsiveness. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local

ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

## **B. Protest of Contract Award**

Within five business days of the City's issuance of a notice of intent to award contract(s) under this RFP, any Proposer that has submitted a responsive proposal, and believes that the City has incorrectly selected another Proposer for award, may submit a written notice of protest by e-mail (fax is not acceptable). Such notice of protest must be received by the City on or before the fifth (5<sup>th</sup>) business day after the City's issuance of the notice of intent to award a contract(s).

The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

All protests must be received by the due date. Protests **must** be submitted by e-mail addressed to Gigi Whitley, Deputy Director for Administration and Finance for HSH at [Gigi.Whitley@sfgov.org](mailto:Gigi.Whitley@sfgov.org). Protests or notice of protests made by mail, orally (e.g., by telephone) or by FAX will not be considered.

## **9. Standard City Vendor Forms<sup>6</sup>**

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### **A. How to Become Eligible to Do Business with the City**

Before the City can award any award to a provider, all providers must meet the minimum requirements described below. There may be additional requirements placed upon a provider depending on the type of good or service to be purchased.

### **B. Mandatory Forms**

At a minimum, in order to become eligible to do business with the City, a provider must submit the following documents to the Vendor Support Division via the City's supplier portal located at <https://sfcitypartner.sfgov.org/>:

1. Vendor Application Packet (includes **New Vendor Number Request Form** and **IRS Form W-9**)
2. CCSF Vendor - Business Registration (Electronic Submission - you must have a vendor number to complete)
3. CMD 12B-101 Declaration of Nondiscrimination in Contracts and Benefits

### **C. Provider Eligibility and Invoice Payment**

Providers must have a City-issued Supplier number, have all compliance paperwork submitted and approved by the City, and have an executed agreement or purchase order before payments can be made. Once a Supplier number has been assigned, an email notification will be provided by the City's

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<sup>6</sup> In this RFP section, the term "Vendor" is used interchangeably with "Supplier," and describes a provider seeking to enter into contract with the City. Since the City's transition to the PeopleSoft Financial System (FSP) in 2017, City providers are now assigned Supplier identification numbers (Supplier IDs), which replace previously-assigned Vendor numbers. Any references on proposal forms to "Vendor Number" shall mean a Supplier ID, assigned by the City. For more information, please visit <https://sfcitypartner.sfgov.org/>.

Vendor File Support Division. This notification will include instructions on how to sign up to receive payments through the City's supplier portal located at <https://sfcitypartner.sfgov.org/>.

#### D. Vendor Eligibility Forms

Form:	Purpose/Info:	Routing:
<u>CCSF Vendor - Business Registration (Electronic Submission - you must have a vendor number to complete)</u>	This declaration is required for city vendors to determine if you are required to obtain a Business Registration Certificate.	<a href="https://sfcitypartner.sfgov.org/">https://sfcitypartner.sfgov.org/</a>
<u>Declaration of Nondiscrimination in Contracts and Benefits with supporting documentation</u> (Form CMD-12B-101)	This Declaration is used by the City's Contract Monitoring Division to determine if a vendor offers benefits to employees. When a vendor offers benefits, it must be verified that all benefits, including insurance plans and leaves, are offered equally to employees with spouses and employees with domestic partners. For more information and assistance, please visit the City Administrator's <b>Contract Monitoring Division Equal Benefits</b> web page.	<a href="https://sfcitypartner.sfgov.org/">https://sfcitypartner.sfgov.org/</a>
<u>Vendor Profile Application</u>	Includes New Vendor Number Request Form and IRS Form W-9.	<a href="https://sfcitypartner.sfgov.org/">https://sfcitypartner.sfgov.org/</a>

#### E. Supplemental Forms

Form:	Required If:
Minimum Compensation Ordinance (MCO) Declaration ( <a href="#">pdf</a> )	You have at least \$25,000 (\$50,000 for non-profit organizations) in cumulative annual business with a City department or departments and have more than 5 employees, including employees of any parent, subsidiaries and Subcontractors.
Health Care Accountability Ordinance (HCAO) Declaration ( <a href="#">pdf</a> )	You have at least \$25,000 (\$50,000 for non-profit organizations) in cumulative annual business with a City department or departments and have more than 20 employees (more than 50 employees for nonprofit organizations), including employees of any parent, subsidiaries or Subcontractors.
Insurance Requirements ( <a href="#">pdf</a> )	The solicitation requires the successful Proposer to demonstrate proof of insurance.
Payment (Labor and Material) Bond ( <a href="#">pdf</a> )	The solicitation requires the awarded vendor to post a Payment (Labor and Material) bond.
Performance Bond ( <a href="#">pdf</a> )	The solicitation requires the awarded vendor to post a Performance bond.

<b>Form:</b>	<b>Required If:</b>
Local Business Enterprise Program Application ( <u>Contract Monitoring Division</u> )	You desire to participate in the City's Local Business Enterprise Program which helps certain financially disadvantaged businesses increase their ability to compete effectively for City contracts

For further guidance, refer to the City's supplier training videos that are located online at:  
<https://sfcitypartner.sfgov.org/>

Previous PSC through DPH

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH Dept. Code: DPH

Type of Request: [ ] Initial [X] Modification of an existing PSC (PSC # 2000-03/04)

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

Type of Service: Supportive Housing & Property Management Services Residential

Funding Source: Federal State and General Fund

Table with 2 columns: PSC Amount and PSC Duration. Rows include PSC Original Amount, PSC Mod#1-6 Amounts, and PSC Cumulative Amount Proposed.

1. Description of Work

A. Scope of Work:

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...

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...

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

D. Will the contract(s) be renewed? Yes, if funding is available.

2. Union Notification: On 06/30/14, the Department notified the following employee organizations of this PSC/RFP request: all unions were notified

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FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 2000-03/04

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 07/14/2014

Civil Service Commission Action:



**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?

2910,2914,2720,4140,

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

Yes. Contractor will master-lease multi-unit residential properties.

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

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 admitted by familiar and trusted community based organizations.

B. Would it be practical 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

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

**YES NO**

- |  |                                     |                                     |
|--|-------------------------------------|-------------------------------------|
| A. Will the contractor directly supervise City and County employee?  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| B. Will the contractor train City and County employee?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| C. Are there legal mandates requiring the use of contractual services?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| D. Are there federal or state grant requirements regarding the use of contractual services?                          | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| E. Has a board or commission determined that contracting is the most effective way to provide this service?          | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? various | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD

ON 06/30/14 BY:

Name: Jacquie Hale Phone: (415) 554-2609 Email: jacquie.hale@sfdph.org

Address: 101 Grove Room 402 San Francisco, CA

## Administrative Approval PSC 2000-03/04 Mod5 Notice: Supportive Housing & Property Mgmt. Services Residential (DPH)

DHR-PSCCoordinator, DHR (HRD)

Mon 7/14/2014 3:37 PM

To: Hale, Jacquie (DPH) <jacquie.hale@sfdph.org>;

Cc: DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>; Lewis, Brent (HRD) <brent.lewis@sfgov.org>; Carmona, Irene (DPH) <Irene.Carmona@sfdph.org>;

📎 1 attachment

2000-0304\_DPH\_AA\_Mod5\_07142014.pdf;

### Administrative Approval PSC Modification Notice

Type of Service: Supportive Housing & Property Mgmt. Services Residential

PSC#: 2000-03/04

PSC Amount: \$385,000,000.00

PSC Duration: 07/01/2004 – 06/30/2021

Approved Document Appended.

Sincerely,

Leorah Dang / Citywide Personal Services Contracts / CCSF, Dept. of Human Resources, One South Van Ness Ave. 4th Floor,  
San Francisco, CA 94103 / Phone (415) 557-4842

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: Shuttle Bus Services

Funding Source: General Fund

PSC Duration: 4 years

PSC Amount: \$1,000,000

**1. Description of Work**

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

Vendor will provide shuttle buses, clean and in good condition, and an appropriately licensed driver, to shuttle City employees on an as-needed or scheduled basis. Shuttle drivers may assist riders in loading and unloading personal and work related items.

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

City departments may have varying needs for shuttle services between City building locations. If this request is denied, City staff would not have shuttle services available for travel. Though riders may take public transit when available, many may drive and therefore cause additional traffic congestion.

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

These services are currently provided for 1650 and 1660 Mission Street

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).

Other (be specific and attach any relevant supporting documents):

**REASON FOR CHECKING OTHER:**

There are no City classifications that perform this work

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

- A. Specify required skills and/or expertise: Shuttle drivers must possess a license issued by the California Public Utilities Commission as a Passenger Stage Corporation. Also, all van drivers must possess a valid California Commercial Driver's License with a passenger vehicle endorsement with a Class A or B status. All van drivers must have minimum 3 years experience driving a shuttle bus. Drivers must be able to assist passengers in loading and unloading boxes and personal/work materials.
- B. Which, if any, civil service class(es) normally perform(s) this work? 9163, Transit Operator;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain:  
Yes. The contractor will provide shuttle buses.

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

City employees do not operate shuttle buses.

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

- A. Explain why civil service classes are not applicable.  
The only civil service class that drives buses is Class 9163 Transit Operator. However, they operate large vehicles, not shuttle buses, and do not assist in loading and unloading items.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. This contract will largely be used for as needed and intermittent services to transport City employees to and from work locations in the City.

**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 12/10/2018, the Department notified the following employee organizations of this PSC/RFP request:  
Transport Workers Union, L 200**

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

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

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

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 42662 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 02/04/2019

# Receipt of Union Notification(s)

## Lubamersky, Joan (ADM)

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**From:** dhr-psccordinator@sfgov.org on behalf of joan.lubamersky@sfgov.org  
**Sent:** Monday, December 10, 2018 4:58 PM  
**To:** Lubamersky, Joan (ADM); local200twu@sbcglobal.net; Lubamersky, Joan (ADM); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 42662 - 18/19

RECEIPT for Union Notification for PSC 42662 - 18/19 more than \$100k

The GENERAL SERVICES AGENCY - CITY ADMIN -- ADM has submitted a request for a Personal Services Contract (PSC) 42662 - 18/19 for \$1,000,000 for Initial Request services for the period 02/15/2019 – 02/14/2023. 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/12277> 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



# OFFICE OF THE CITY ADMINISTRATOR



London N. Breed, Mayor  
Naomi M. Kelly, City Administrator

December 10, 2018

## MEMORANDUM

TO: Roger Marengo, President  
TWU Local 250A

FROM: *Joan Lubamersky*  
Joan Lubamersky, Contract Coordinator  
Office of the City Administrator

SUBJ: Proposed contract for shuttle bus service  
Personal Services Contract (PSC) Number 42662 18.19

The Office of Contract Administration of the City and County of San Francisco proposes to do a Personal Services Contract (PSC) to provide both as-needed and scheduled shuttle bus services. This contract will be available to several City departments. One department will be the Office of the District Attorney. I wrote to you in October about that contract. It was withdrawn as the City decided instead to provide those services under this proposal.

When you and I spoke earlier, I said that some shuttle bus drivers will assist City employees to load and work materials. This will especially apply to helping attorneys from the District Attorney's Office who must carry boxes of files and evidence materials with them to court at the Hall of Justice. We are required by the Department of Human Resources and the Civil Service Commission to notify employee organizations when contracting out is requested to do work that City employees could possibly perform. The City does not have a classification for shuttle driver. The closest classification we could identify is Transit Operator, Classification 9163, which is represented by your union. Unions generally have 30 days to ask questions about the PSCs.

Because your union is not listed to be notified via the online system, I am reaching out to you directly to advise you of this PSC request. The request is for \$1 million in services over a four year period. Please see the PSC Form 1 attached that is posted on the City website.

If you should have any questions, please contact Florence Kyaun of the Office of Contract Administration, [Florence.Kyuan@sfgov.org](mailto:Florence.Kyuan@sfgov.org) or contact the Department of Human Resources, DHR-PSC Coordinator, DHR (HRD), [dhr-psccoordinator@sfgov.org](mailto:dhr-psccoordinator@sfgov.org)

Thank you for your consideration.

Attachment, PSC Form 1

Copy to: Florence Kyaun, Office of Contract Administration



**Lubamersky, Joan (ADM)**

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**From:** Lubamersky, Joan (ADM)  
**Sent:** Monday, December 10, 2018 5:11 PM  
**To:** rmarenc (rmarenc@twusf.org)  
**Cc:** Florence Kyaun (ADM) (florence.kyaun@sfgov.org)  
**Subject:** Notice PSC 42662 18.19 Shuttle Bus  
**Attachments:** Union Notification L 250A PSC 42662 18.19 Shuttle Bus.pdf

December 10, 2018

MEMORANDUM

**TO:** Roger Marenc, President  
TWU Local 250A

**FROM:** Joan Lubamersky, Contract Coordinator  
Office of the City Administrator

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Thank you for your consideration.

Attachment, PSC Form 1

Copy to: Florence Kyaun, Office of Contract Administration

*Joan Lubamersky*

General Services Agency-Office of the City Administrator  
City Hall

One Carlton B. Goodlett Place, Room 362

San Francisco, CA 94102

Direct: 1-415-554-4859

Direct: Main 1-415-554-4148 or 1-415-554-4851

Fax: 1-415-554-4849

# **Additional Attachment(s)**

## PERSONAL SERVICES CONTRACT SUMMARY (PSC FORM 1)

Department: GENERAL SERVICES AGENCY - CITY ADMIN -- ADMDept. Code: ADMType of Request:  Initial  Modification of an existing PSC (PSC # \_\_\_\_\_)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: 1650/1660 Mission Shuttle BusFunding Source: General fundPSC Amount: \$600,000PSC Est. Start Date: 01/01/2018PSC Est. End Date 12/15/2022**1. Description of Work**

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

Vendor will provide a 21-seat shuttle bus, clean and in good condition, and an appropriately licensed driver, to shuttle City employees from 1650/1660 Mission Street to Mission street and 8th Street and Market Street (BART station). Vendor must meet insurance coverages required by the City. There will be three trips in the morning (from 6:25 AM to 8:35 AM) and four trips in the evening (4:15 PM to 6:15 PM). Provision of this shuttle bus service was required at the time the City purchased the buildings in 2007. The San Francisco Planning Commission required the shuttle bus as a traffic mitigation, as a condition of approval. It is memorialized in the escrow instructions for the purchase.

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

Consequences of denial would be that the City would not be in compliance with the requirements of the Planning Commission. This could call into question the City's occupancy of the building. Additionally, traffic and parking needs would increase in the area as building occupants may drive rather than using public transit and taking the shuttle.

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.

D. Will the contract(s) be renewed?

Yes.

E. If this is a request for a new PSC in excess of five years; or if your request is to extend (modify) an existing PSC by another five years, please explain why.  
not applicable**2. Reason(s) for the Request**

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

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

B. Explain the qualifying circumstances:

Shuttle bus services are not fill time, and the vendor will provide shuttle buses.

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

A. Specify required skills and/or expertise: Driver must have a valid California Driver's License with a passenger vehicle endorsement. The license must be with a Class A or Class B status.

B. Which, if any, civil service class(es) normally perform(s) this work? 9163, Transit Operator;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. The contractor will provide a shuttle bus and a back up shuttle bus.

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

We are not aware of other departments that have shuttle bus services performed by City employees. The San Francisco Unified School District contracts with First Student to drive their school buses.

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

- A. Explain why civil service classes are not applicable.  
There are no civil service classes that provide shuttle bus services.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. This work is performed during limited hours of the day. The City would also be required to purchase shuttle buses.

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 11/06/2017, the Department notified the following employee organizations of this PSC/RFP request:  
TWU - Miscellaneous

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# 44352 - 17/18

DHR Analysis/Recommendation:

action date: 01/22/2018

Commission Approval Required

Approved by Civil Service Commission

01/22/2018 DHR Approved for 01/22/2018

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: OCME Maintenance Contracts for Medical/ Scientific Equipment

Funding Source: General Fund

PSC Duration: 3 years

PSC Amount: \$2,000,000

**1. Description of Work**

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

Successful Contractors will provide routine maintenance, diagnosis and repair of primarily new scientific and medical equipment at the Office of the Chief Medical Examiner. This equipment consists of I. Medical Imaging equipment including one x-ray full body unit, and one Siemens CT scanner. II Forensic Toxicology analytic equipment of less than 10 custom configured mass spectrophotometer (mass spec) units each manufactured by Agilent and Sciex (also with Qtof and Qtrap), and a single BioChip analyzer from Randox, in addition to biochemistry and other analyzers and histology microtome sectioning and staining. Finally III. Base equipment consisting of temperature controlled and monitored coolers, gas generating and dispensing equipment (e.g. hydrogen, and nitrogen) to perform testing.

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

The Office of the Chief Medical Examiner (OCME) is mandated by California State law to investigate and certify all sudden, unexpected and/or violent deaths in the City and County of San Francisco. Lacking warranty and service contracts failure of medical imaging equipment could lead to less than thorough examinations, or delays determining a cause of death and in releasing a body to the family if the OCME had to rely on external services through Zuckerberg San Francisco General Hospital. These types of delays occurred earlier in the century before OCME had an X-ray devices. If the toxicology test equipment failed, then the tests would be sent out to a third party laboratory which would perform a less sensitive form of testing and potentially detect a smaller range of compounds than the new OCME lab equipment. To match the current OCME capabilities would increase testing costs and likely increase turnaround time for Medical Examiner cases.

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

Under contract. See attached.

D. Will the contract(s) be renewed?

Maintenance and repair contracts will need to be renewed for the life of the equipment.

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:

1. Maintenance and repair services required on an intermittent or as-needed basis. 2. Maintenance, and in particular repair require lab benches, software, tools, training, and manufacturer certification that City staff do not possess.

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

A. Specify required skills and/or expertise: Ability to repair and maintain various scientific instruments. Trained and certified by manufacturers.

B. Which, if any, civil service class(es) normally perform(s) this work? 2456, Asst Forensic Toxicologist I; 2457, Forensic Toxicologist Supervisor; 2458, Chief Forensic Toxicologist; 2467, Diagnostic Imaging Tech I; 2468, Diagnostic Imaging Tech II; 2469, Diagnostic Imaging Tech III; 2598, Asst Med Examiner;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, the contract will provide specialty software and diagnostic equipment and tools not possessed by the City.

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

ADM, the new Office of Contract Administration (OCA) Director, and Senior Purchasers from the Department of Public Health (DPH) met and determined there were no staff trained to provide these types of maintenance and repair services.

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

A. Explain why civil service classes are not applicable.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. The work is done on a as-needed basis. Creating the capability of performing all types of equipment maintenance, failure diagnosis, and repair would add continuing training, licensing, staff and investment in a repair depot greatly excess of anticipated demand of OCME, and even OCME and DPH. Organizations as large as Kaiser Permanente use their CT (Computer Technologists) as the job classification responsible for requesting repair or maintenance but do not perform this work in-house.

**6. Additional Information**

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

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

No. The contractor will provide service and support information to contact, initiate, and escalate service and repair requests.

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

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

7. **Union Notification:** On 10/22/2018, the Department notified the following employee organizations of this PSC/RFP request:  
Architect & Engineers, Local 21; SEIU 1021 Miscellaneous

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

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

Address: Room 362, 1 Dr. Carlton B Goodlett Place San Francisco, CA 94102

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 44335 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 02/04/2019



# Receipt of Union Notification(s)

## Lubamersky, Joan (ADM)

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**From:** dhr-psccordinator@sfgov.org on behalf of joan.lubamersky@sfgov.org  
**Sent:** Monday, October 22, 2018 3:57 PM  
**To:** Lubamersky, Joan (ADM); Ricardo.lopez@sfgov.org; Basconcillo, Katherine (PUC); pcamarillo\_seiu@sbcglobal.net; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; ted.zarzecki@seiu1021.net; davidmkersten@gmail.com; ablood@cirseiu.org; xiumin.li@seiu1021.org; Poon, Sin Yee (HSA); david.canham@seiu1021.org; jtanner940@aol.com; Wanless, Annie (HRD); ecassidy@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Miyashiro, Rand (ADM); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 44335 - 18/19

RECEIPT for Union Notification for PSC 44335 - 18/19 more than \$100k

The GENERAL SERVICES AGENCY - CITY ADMIN -- ADM has submitted a request for a Personal Services Contract (PSC) 44335 - 18/19 for \$2,000,000 for Initial Request services for the period 01/01/2019 – 12/31/2021. 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/12094> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

**From:** Miyashiro, Rand (ADM)  
**To:** "[tjenkins@uapd.com](mailto:tjenkins@uapd.com)"  
**Subject:** Notice - OCME Maintenance Contracts for Medical/ Scientific Equipment -PSR 44335  
**Date:** Tuesday, December 18, 2018 3:39:00 PM  
**Attachments:** [PSC\\_Form1\\_44335.pdf](#)

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December 18, 2018

MEMORANDUM

**TO:** Tim Jenkins, Senior Representative, Union of American Physicians and Dentists (UAPD)

Email: [tjenkins@uapd.com](mailto:tjenkins@uapd.com)

**FROM:** Rand Miyashiro, PMP  
Office of the City Administrator  
City and County of San Francisco

**SUBJECT:** Proposed Office of the Chief Medical Examiner (OCME) Maintenance Contracts

PSC 44335 18-19  
\$2,000,000 for approximately thirty six months

The Office of the Chief Medical Examiner Division is requesting approval from the Department of Human Resource to contract with several vendors to perform maintenance on several Scientific and Medical instruments and system in use at the Medical Examiner. The work is described in the attached Personal Services Contract Summary PSC Form 1 and has been posted on the City of San Francisco PSC database.

We are required by the Department of Human Resources and the Civil Service Commission to notify employee organizations when contracting out is requested to do work that City employees might be able to perform. In this case the relevant the maintenance vendors will be servicing X-ray and Computed Tomography (CT) imaging systems to meet original equipment manufacturer and reseller standards. Other maintenance services include toxicology instruments and underlying systems (e.g. Hydrogen/ Nitrogen gas systems). City employees do not have this expertise.

Please see the PSC Form 1 attached that is posted on the City website. All unions except yours representing Assistant Medical Examiners (Classification 2598). Because your union was mistakenly left off of the initial online system notification (again listed on Form 1), I am reaching out to you directly to advise you of this PSC request.

If you should have any questions, please let me know at [rand.miyashiro@sfgov.org](mailto:rand.miyashiro@sfgov.org) or contact the Department of Human Resources, DHR-PSC Coordinator, DHR (HRD), [dhr-psccoordinator@sfgov.org](mailto:dhr-psccoordinator@sfgov.org)

Thank you for your consideration,

Attachment: PSC Form 1 for PSC 44335 FY18-19

Rand Miyashiro, PMP  
IT Project Manager  
Office of the City Administrator  
City and County of San Francisco  
[Rand.Miyashiro@sfgov.org](mailto:Rand.Miyashiro@sfgov.org)

Mail: City Hall Room 356  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

Ph: (415) 554-6539  
Fax: (415) 554-4889  
[www.sfgov.org/cao](http://www.sfgov.org/cao)

**From:** [Tim Jenkins](#)  
**To:** [Miyashiro, Rand \(ADM\)](#)  
**Subject:** Re: Request for waiver of notice of -PSR 44335- San Francisco Medical Examiner Contracts for Medical/ Scientific Equipment  
**Date:** Wednesday, January 16, 2019 3:07:44 PM

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

Good afternoon Mr. Miyashiro,

UAPD is in agreement with the request below to waive the full 30 day waiting period in this case. Please let me know if you need additional information.

Sincerely,

Tim Jenkins

On Mon, Jan 14, 2019 at 10:12 AM Miyashiro, Rand (ADM) <[rand.miyashiro@sfgov.org](mailto:rand.miyashiro@sfgov.org)> wrote:

Good Morning Mr. Jenkins,

Last month I sent the required notice below to you as the UAPD Representative of the Assistant Medical Examiners (Class 2598) here in San Francisco.

I am writing to request that you waive the full 30 day notice by Thursday, January 17<sup>th</sup> at 5pm. The reason is that although the UPPD 30 day waiting period expires Friday January 18<sup>th</sup>, our ability to contract for maintenance equipment, specifically a CT scanner used by Medical Examiners, will be delayed a further 30 days—we cannot start until March 2019, instead of February 2019 unless notice is waived. Should that equipment fail, we do not have a contract in place to effect repairs.

Should you decide on behalf of your members to waive. Please reply to this email stating that the Union waives notice.

Cordially,

Rand Miyashiro, PMP

IT Project Manager

Office of the City Administrator

City and County of San Francisco

[Rand.Miyashiro@sfgov.org](mailto:Rand.Miyashiro@sfgov.org)

Mail: City Hall Room 356

1 Dr. Carlton B. Goodlett Place

San Francisco, CA 94102

Ph: (415) 554-6539

Fax: (415) 554-4889

[www.sfgov.org/cao](http://www.sfgov.org/cao)

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**From:** Miyashiro, Rand (ADM)

**Sent:** Tuesday, December 18, 2018 3:39 PM

**To:** 'tjenkins@uapd.com' <tjenkins@uapd.com>

**Subject:** Notice - OCME Maintenance Contracts for Medical/ Scientific Equipment -PSR  
44335

December 18, 2018

MEMORANDUM

TO: Tim Jenkins, Senior Representative, Union of American  
Physicians and Dentists (UAPD)

Email: [tjenkins@uapd.com](mailto:tjenkins@uapd.com)

FROM: Rand Miyashiro, PMP  
Office of the City Administrator  
City and County of San Francisco

SUBJECT: Proposed Office of the Chief Medical Examiner (OCME)  
Maintenance Contracts

PSC 44335 18-19

\$2,000,000 for approximately thirty six months

The Office of the Chief Medical Examiner Division is requesting approval from the Department of Human Resource to contract with several vendors to perform maintenance on several Scientific and Medical instruments and system in use at the Medical Examiner. The work is described in the attached Personal Services Contract Summary PSC Form 1 and has been posted on the City of San Francisco PSC database.

We are required by the Department of Human Resources and the Civil Service Commission to notify employee organizations when contracting out is requested to do work that City employees might be able to perform. In this case the relevant the maintenance vendors will be servicing X-ray and Computed Tomography (CT) imaging systems to meet original equipment manufacturer and reseller standards. Other maintenance services include toxicology instruments and underlying systems (e.g. Hydrogen/ Nitrogen gas systems). City employees do not have this expertise.

Please see the PSC Form 1 attached that is posted on the City website. All unions except yours representing Assistant Medical Examiners (Classification 2598). Because your union was mistakenly left off of the initial online system notification (again listed on Form 1), I am reaching out to you directly to advise you of this PSC request.

If you should have any questions, please let me know at [rand.miyashiro@sfgov.org](mailto:rand.miyashiro@sfgov.org) or contact the Department of Human Resources, DHR-PSC Coordinator, DHR (HRD), [dhr-pseccordinator@sfgov.org](mailto:dhr-pseccordinator@sfgov.org)

Thank you for your consideration,

Attachment: PSC Form 1 for PSC 44335 FY18-19

Rand Miyashiro, PMP

IT Project Manager

Office of the City Administrator

City and County of San Francisco

[Rand.Miyashiro@sfgov.org](mailto:Rand.Miyashiro@sfgov.org)

Mail: City Hall Room 356

1 Dr. Carlton B. Goodlett Place

San Francisco, CA 94102

Ph: (415) 554-6539

Fax: (415) 554-4889

[www.sfgov.org/cao](http://www.sfgov.org/cao)

--

Tim Jenkins

Senior Representative/Organizer

Union of American Physicians and Dentists

[tjenkins@uapd.com](mailto:tjenkins@uapd.com)

(510) 839-0193 office

(510) 763-8756 fax



# **Additional Attachment(s)**

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: Maintenance of scientific testing equipment

Funding Source: General fund

PSC Duration: 4 years 51 weeks

PSC Amount: \$100,000

**1. Description of Work**

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

Vendor will perform maintenance and/or repair on analytical instruments used in the Forensic Laboratory of the Office of the Chief Medical Examiner. Testing results from the Lab are used in the criminal justice system to file charges in drug/alcohol related cases and to help the Medical Examiner's Office determine the cause of death.

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

If equipment is not maintained and repaired, the results from the forensic analysis could be faulty or nonexistent. This would put our criminal justice system at risk.

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

Services were provided by Purchase Order. We are now requesting this PSC and will do so in the future.

D. Will the contract(s) be renewed?

It will be put out to bid again.

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

not applicable

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

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

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

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

B. Explain the qualifying circumstances:

Equipment maintenance and repair of toxicology equipment in the Medical Examiner's Office is highly specialized and will be performed as needed.

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

- A. Specify required skills and/or expertise: Minimum five years experience with Agilent GC/MS and LC/MS instruments used in the Office of the Chief Medical Examiner. At least two years prior completed projects of laboratory servicing.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1021, IS Administrator 1; 1041, IS Engineer-Assistant; 1061, IS Program Analyst-Assistant;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No

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

Efforts have not been made. No City classifications perform this work on forensic toxicology equipment like the equipment in the Office of Chief Medical Examiner.

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

- A. Explain why civil service classes are not applicable.  
No civil service classes perform this work.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. Maintenance and repair is performed only periodically and as needed

**6. Additional Information**

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

**7. Union Notification: On 05/15/2017, the Department notified the following employee organizations of this PSC/RFP request:**

Architect & Engineers, Local 21

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

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

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 32549 - 16/17

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 06/20/2017

**Modification**  
**Personal Services Contracts**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: CITY PLANNING

Dept. Code: CPC

Type of Request:  Initial  Modification of an existing PSC (PSC # 4023 12/13)

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

Type of Service: As-Needed Pool of Qualified Environmental, Transportation, Historic Resources, and Archeology

Funding Source: Various

PSC Original Approved Amount: \$1,500,000

PSC Original Approved Duration: 09/18/12 - 09/30/15 (3 years 1 week)

PSC Mod#1 Amount: \$700,000

PSC Mod#1 Duration: 01/28/15-03/31/17 (1 year 26 weeks)

PSC Mod#2 Amount: \$3,000,000

PSC Mod#2 Duration: no duration added

PSC Mod#3 Amount: \$2,000,000

PSC Mod#3 Duration: 04/01/17-04/01/19 (2 years 1 day)

PSC Mod#4 Amount: no amount added

PSC Mod#4 Duration: 04/02/19-10/31/20 (1 year 30 weeks)

PSC Cumulative Amount Proposed: \$7,200,000

PSC Cumulative Duration Proposed: 8 years 6 weeks

**1. Description of Work**

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

In 2008, the San Francisco Planning Department determined the need to select a pool of pre-qualified environmental, transportation, historic resources, and archeology review consultants through a request-for-qualifications ("RFQ") process to use on an as-needed basis. Such projects include, but are not limited to: environmental review of the Transportation Sustainability Program, SoMa Streetscape Plan, Health Care Services Master Plan, and Urban Forest Master Plan. Private development proposals will be required to use this as-needed pool to conduct independent environmental analysis, maintain better quality control, and follow the model used in most other jurisdictions. Inclusion in the pre-qualified are as follows: 1) enter into an independent contract with a private developer for environmental or transportation impact studies, historic resource & archeology review which must be reviewed & finalized by Department staff, or 2) enter into contracts with City and County of San Francisco on an as-needed basis for the provision of specialized studies.

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

The services are required to comply with the California Environmental Quality Act ("CEQA") in the provision of mandatory environmental and transportation impact studies, historic resources evaluation, and archeological research by consultants with expertise in the various project areas. Denial would result in legal risk to the City, and the inability to adopt area plans and programs that advance a better built environment in the City.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.  
Services have been provided in the past through earlier PSC request. See 4023 12/13

D. Will the contract(s) be renewed?  
A firm may be awarded more than one contract within the RFQ term.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:  
The Planning Department has ongoing projects which have experienced delays.

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

A. Display all that apply

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

Explain the qualifying circumstances:

The pre-qualified pool will be used on an as-needed basis for specialized projects.

B. Reason for the request for modification:  
Extend the end date

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

A. Specify required skills and/or expertise: The firms that would perform these services must have technical experts in the areas of environmental science/air quality, meteorology (including knowledge and experience with Urbemis software), graphic information systems, 3-D modeling, shadow, transportation and traffic engineering analysis, and related fields, and the ability to compile data and make projections pertaining to greenhouse gasses and related environmental impacts. These firms would also need to provide archeological/historic field work and analysis.

B. Which, if any, civil service class(es) normally perform(s) this work? 1052, IS Business Analyst; 1053, IS Business Analyst-Senior; 1314, Public Relations Officer; 1823, Senior Administrative Analyst; 1824, Pr Administrative Analyst; 5275, Planner Technician; 5277, Planner 1; 5278, Planner 2; 5283, Planner 5; 5288, Transportation Planner II; 5289, Transportation Planner III; 5290, Transportation Planner IV; 5291, Planner 3; 5293, Planner 4; 5298, Planner 3-Environmental Review; 5299, Planner 4-Environmental Review; 5502, Project Manager 1;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Contractor's staff would perform the requested services at their company offices, with some on-site review of the development or plan area.

**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 unique nature of California Environmental Quality Act (CEQA) requirements, no planning departments in California counties routinely prepare environmental or transportation-related impact studies with historic resource and archeology review because these studies require expertise in many topics, including archeology, greenhouse gas emissions, historic resource evaluations, shadow and wind analysis, and transportation analysis. See attached original PSC approved at the September 17, 2012 Civil Service Commission.

- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: Due to various combinations of environmental & transportation impact knowledge & expertise required for each project or plan, it would not be practical to create various classifications, that may be called on to provide services for only a fraction of any project for a limited duration.

**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.  
None
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

**7. Union Notification:** On 12/13/18, the Department notified the following employee organizations of this PSC/RFP request:

Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21; Management & Superv Local 21;  
Architect & Engineers, Local 21;

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

Name: Deborah Gill Phone: 415-558-6476 Email: deborah.l.gill@sfgov.org

Address: 1650 Mission St, Suite 400, San Francisco, CA 94103



\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 4023 12/13

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 02/04/2019

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

**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [deborah.l.gill@sfgov.org](mailto:deborah.l.gill@sfgov.org)  
**To:** [Gill, Deborah \(CPC\); amakayan@ifpte21.org; Wanless, Annie \(HRD\); ecassidy@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Danny.Yeung@sfgov.org; DHR-PSCCoordinator, DHR \(HRD\)](mailto:Gill, Deborah (CPC); amakayan@ifpte21.org; Wanless, Annie (HRD); ecassidy@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Danny.Yeung@sfgov.org; DHR-PSCCoordinator, DHR (HRD))  
**Subject:** Receipt of Modification Request to PSC # 4023 12/13 - MODIFICATIONS  
**Date:** Thursday, December 13, 2018 2:02:52 PM

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PSC RECEIPT of Modification notification sent to Unions and DHR

The CITY PLANNING -- CPC has submitted a modification request for a Personal Services Contract (PSC) for \$0 for services for the period April 2, 2019 – October 31, 2020. 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/4448>

Email sent to the following addresses: [L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org)  
[pkim@ifpte21.org](mailto:pkim@ifpte21.org)  
[eerbach@ifpte21.org](mailto:eerbach@ifpte21.org) [kpage@ifpte21.org](mailto:kpage@ifpte21.org) [kschumacher@ifpte21.org](mailto:kschumacher@ifpte21.org)  
[tmathews@ifpte21.org](mailto:tmathews@ifpte21.org) [wendywong26@yahoo.com](mailto:wendywong26@yahoo.com) [WendyWong26@yahoo.com](mailto:WendyWong26@yahoo.com)  
[ecassidy@ifpte21.org](mailto:ecassidy@ifpte21.org) [annie.wanless@sfgov.org](mailto:annie.wanless@sfgov.org) [amakayan@ifpte21.org](mailto:amakayan@ifpte21.org)

# **Additional Attachment(s)**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: CITY PLANNING

Dept. Code: CPC

Type of Request:  Initial  Modification of an existing PSC (PSC # 4023 12/13)

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

Type of Service: As-Needed Pool of Qualified Environmental, Transportation, Historic Resources, and Archeology

Funding Source: Various

PSC Original Approved Amount: \$1,500,000

PSC Original Approved Duration: 09/18/12 - 09/30/15 (3 years 1 week)

PSC Mod#1 Amount: \$700,000

PSC Mod#1 Duration: 01/28/15-03/31/17 (1 year 26 weeks)

PSC Mod#2 Amount: \$3,000,000

PSC Mod#2 Duration: no duration added

PSC Mod#3 Amount: \$2,000,000

PSC Mod#3 Duration: 04/01/17-04/01/19 (2 years 1 day)

PSC Cumulative Amount Proposed: \$7,200,000

PSC Cumulative Duration Proposed: 6 years 28 weeks

**1. Description of Work**

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

In 2008, the San Francisco Planning Department determined the need to select a pool of pre-qualified environmental, transportation, historic resources, and archeology review consultants through a request-for-qualifications ("RFQ") process to use on an as-needed basis. Such projects include, but are not limited to: environmental review of the Transportation Sustainability Program, SoMa Streetscape Plan, Health Care Services Master Plan, and Urban Forest Master Plan. Private development proposals will be required to use this as-needed pool to conduct independent environmental analysis; maintain better quality control, and follow the model used in most other jurisdictions. Inclusion in the pre-qualified are as follows: 1) enter into an independent contract with a private developer for environmental or transportation impact studies, historic resource & archeology review which must be reviewed & finalized by Department staff, or 2) enter into contracts with City and County of San Francisco on an as-needed basis for the provision of specialized studies.

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

The services are required to comply with the California Environmental Quality Act ("CEQA") in the provision of mandatory environmental and transportation impact studies, historic resources evaluation, and archeological research by consultants with expertise in the various project areas. Denial would result in legal risk to the City, and the inability to adopt area plans and programs that advance a better built environment in the City.

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

Services have been provided in the past through earlier PSC request. See 4023 12/13

D. Will the contract(s) be renewed?

A firm may be awarded more than one contract within the RFQ term.

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

The Planning Department has ongoing projects on an as-needed basis and has decided to exercise its discretion to extend the pre-qualified pool.

## 2. Reason(s) for the Request

A. Display all that apply

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

Explain the qualifying circumstances:

The pre-qualified pool will be used on an as-needed basis for specialized projects.

B. Reason for the request for modification:

The Planning department is exercising its right to extend the pre-qualified pool list of consultants for an additional year.

## 3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: The firms that would perform these services must have technical experts in the areas of environmental science/air quality, meteorology (including knowledge and experience with Urbemis software), graphic information systems, 3-D modeling, shadow, transportation and traffic engineering analysis, and related fields, and the ability to compile data and make projections pertaining to greenhouse gasses and related environmental impacts. These firms would also need to provide archeological/historic field work and analysis.

B. Which, if any, civil service class(es) normally perform(s) this work? 1052, IS Business Analyst; 1053, IS Business Analyst-Senior; 1314, Public Relations Officer; 1823, Senior Administrative Analyst; 1824, Pr Administrative Analyst; 5275, Planner Technician; 5277, Planner 1; 5278, Planner 2; 5283, Planner 5; 5288, Transportation Planner II; 5289, Transportation Planner III; 5290, Transportation Planner IV; 5291, Planner 3; 5293, Planner 4; 5298, Planner 3-Environmental Review; 5299, Planner 4-Environmental Review; 5502, Project Manager 1;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Contractor's staff would perform the requested services at their company offices, with some on-site review of the development or plan area.

## 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 unique nature of California Environmental Quality Act (CEQA) requirements, no planning departments in California counties routinely prepare environmental or transportation-related impact studies with historic resource and archeology review because these studies require expertise in many topics, including archeology, greenhouse gas emissions, historic resource evaluations, shadow and wind analysis, and transportation analysis. See attached original PSC approved at the September 17, 2012 Civil Service Commission.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: Due to various combinations of environmental & transportation impact knowledge & expertise required for each project or plan, it would is not practical to create various classifications, that may be called on to provide services for only a fraction of any project for a limited duration.

**6. Additional Information**

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

No.

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

none

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

No.

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

No.

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

No.

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

No.

**7. Union Notification:** On 01/05/17, the Department notified the following employee organizations of this PSC/RFP request:

Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21; Management & Superv Local 21;  
Architect & Engineers, Local 21;

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

Name: Belle La Phone: 415-575-6833 Email: belle.la@sfgov.org

Address: 1650 Mission St, Suite 400, San Francisco, CA 94103

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 4023 12/13

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Not Required

Approved by DHR on 01/17/2017



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

Department: CITY PLANNINGDept. Code: CPCType of Request:  Initial  Modification of an existing PSC (PSC # 4023 12/13)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: As-Needed Pool of Qualified Environmental, Transportation, Historic Resources, and ArcheologyFunding Source: VariousPSC Original Approved Amount: \$1,500,000PSC Original Approved Duration: 09/18/12 - 09/30/15 (3 years 1 week)PSC Mod#1 Amount: \$700,000PSC Mod#1 Duration: 01/28/15-03/31/17 (1 year 26 weeks)PSC Mod#2 Amount: \$3,000,000PSC Mod#2 Duration: no duration addedPSC Cumulative Amount Proposed: \$5,200,000PSC Cumulative Duration Proposed: 4 years 27 weeks**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

In 2008, the San Francisco Planning Department determined the need to select a pool of pre-qualified environmental, transportation, historic resources, and archeology review consultants through a request-for-qualifications ("RFQ") process to use on an as-needed basis. Such projects include, but are not limited to: environmental review of the Transportation Sustainability Program, SoMa Streetscape Plan, Health Care Services Master Plan, and Urban Forest Master Plan. Private development proposals will be required to use this as-needed pool to conduct independent environmental analysis, maintain better quality control, and follow the model used in most other jurisdictions. Inclusion in the pre-qualified are as follows: 1) enter into an independent contract with a private developer for environmental or transportation impact studies, historic resource & archeology review which must be reviewed & finalized by Department staff, or 2) enter into contracts with City and County of San Francisco on an as-needed basis for the provision of specialized studies.

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

The services are required to comply with the California Environmental Quality Act ("CEQA") in the provision of mandatory environmental and transportation impact studies, historic resources evaluation, and archeological research by consultants with expertise in the various project areas. Denial would result in legal risk to the City, and the inability to adopt area plans and programs that advance a better built environment in the City.

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

Services have been provided in the past through earlier PSC request. See 4023 12/13

D. Will the contract(s) be renewed?

A firm may be awarded more than one contract within the RFQ term.

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

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

A. Display all that apply

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

Explain the qualifying circumstances:

The pre-qualified pool will be used on an as-needed basis for specialized projects.

B. Reason for the request for modification:

Increase amount.

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

A. Specify required skills and/or expertise: The firms that would perform these services must have technical experts in the areas of environmental science/air quality, meteorology (including knowledge and experience with Urbemis software), graphic information systems, 3-D modeling, shadow, transportation and traffic engineering analysis, and related fields, and the ability to compile data and make projections pertaining to greenhouse gasses and related environmental impacts. These firms would also need to provide archeological/historic field work and analysis.

B. Which, if any, civil service class(es) normally perform(s) this work? 1052, IS Business Analyst; 1053, IS Business Analyst-Senior; 1314, Public Relations Officer; 1823, Senior Administrative Analyst; 1824, Pr Administrative Analyst; 5275, Planner Technician; 5277, Planner 1; 5278, Planner 2; 5283, Planner 5; 5288, Transportation Planner II; 5289, Transportation Planner III; 5290, Transportation Planner IV; 5291, Planner 3; 5293, Planner 4; 5298, Planner 3-Environmental Review; 5299, Planner 4-Environmental Review; 5502, Project Manager 1;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Contractor's staff would perform the requested services at their company offices, with some on-site review of the development or plan area.

**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 unique nature of California Environmental Quality Act (CEQA) requirements, no planning departments in California counties routinely prepare environmental or transportation-related impact studies with historic resource and archeology review because these studies require expertise in many topics, including archeology, greenhouse gas emissions, historic

resource evaluations, shadow and wind analysis, and transportation analysis. See attached original PSC approved at the September 17, 2012 Civil Service Commission.

- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: Due to various combinations of environmental & transportation impact knowledge & expertise required for each project or plan, it would is not practical to create various classifications, that may be called on to provide services for only a fraction of any project for a limited duration.

**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.  
No.

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

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

Name: Belle La Phone: 415-575-6833 Email: belle.la@sfgov.org

Address: 1650 Mission St, Suite 400, San Francisco, CA 94103

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 4023 12/13

DHR Analysis/Recommendation:  
Commission Approval Required

08/03/2015

Approved by Civil Service Commission

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

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: CITY PLANNING Dept. Code: CPC

Type of Request: [ ] Initial [x] Modification of an existing PSC (PSC # 4023 12/13)

Type of Approval: [ ] Expedited [x] Regular [ ] Omit Posting

Type of Service: As-Needed Pool of Qualified Environmental, Transportation, Historic Resources, and Archeology

Funding Source: Various
PSC Original Approved Amount: \$1,500,000
PSC Mod#1 Amount: \$700,000
PSC Mod#2 Amount:
PSC Cumulative Amount Proposed: \$2,200,000
PSC Original Approved Duration: 09/18/12 - 09/30/15 (3 years 1 we
PSC Mod#1 Duration: 01/28/15-03/31/17 (1 year 26 weeks)
PSC Mod#2 Duration:
PSC Cumulative Duration Proposed: 4 years 27 weeks

1. Description of Work

A. Scope of Work:

In 2008, the San Francisco Planning Department determined the need to select a pool of pre-qualified environmental, transportation, historic resources, and archeology review consultants through a request-for-qualifications ("RFQ") process to use on an as-needed basis for detailed environmental, transportation impact analysis, historic resources evaluation, and archeological research on various private and public projects. Such projects include, but are not limited to: environmental review of the Transportation Sustainability Program, SoMa Streetscape Plan, Health Care Services Master Plan, and Urban Forest Master Plan. Private development proposals will be required to use this as-needed pool to conduct independent environmental analysis, maintain better quality control, and follow the model used in most other jurisdictions. The Department has determined that the most effective way to provide these specialized studies is to solicit consultants to create as large a pool as possible of pre-qualified firms with the knowledge and expertise in

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

The services are required to comply with the California Environmental Quality Act ("CEQA") in the provision of mandatory environmental and transportation impact studies, historic resources evaluation, and archeological research by consultants with expertise in the various project areas. Denial would result in legal risk to the City, and the inability to adopt area plans and programs that advance a better built environment in the City.

C. Has this service been provided in the past. If so, how? If the service was provided via a PSC, provide the most recently approved PSC # and upload a copy of the PSC.
Services have been provided in the past through earlier PSC request. See 4023 12/13

D. Will the contract(s) be renewed? It is possible that one firm may be awarded more than one contract for dif

2. Union Notification: On 01/21/15, the Department notified the following employee organizations of this PSC/RFP request: Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21; Management & Superv Local 21; Architect & Enginee

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FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4023 12/13

DHR Analysis/Recommendation:

Commission Approval Not Required

Civil Service Commission Action:

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

A. Specify required skills and/or expertise:

The firms that would perform these services must have technical experts in the areas of environmental science/air quality, meteorology (including knowledge and experience with Urbemis software), graphic information systems, 3-D modeling, shadow, transportation and traffic engineering analysis, and related fields, and the ability to compile data and make projections pertaining to greenhouse gasses and related environmental impacts. These firms would also need to provide archeological field work and analysis, and historic resource related field work and analysis.

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

5277,5278,5291,5298,5293,5299,5283,5288,5289,5290,5275,1052,1053,1314,5502,1823,1824,

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

Contractor's staff would perform the requested services at their company offices, with some on-site review of the development or plan area.

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

A. Explain why civil service classes are not applicable:

Due to the unique nature of California Environmental Quality Act (CEQA) requirements, no planning departments in California counties routinely prepare environmental or transportation-related impact studies with historic resource and archeology review because these studies require expertise in many topics, including archeology, greenhouse gas emissions, historic resource evaluations, shadow and wind analysis, and transportation analysis. Environmental, transportation impact study, historic resource, and archeology firms are able through

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

Due to the various combinations of environmental and transportation impact knowledge and expertise required for each project or plan, it would not be desirable or practical to create various classifications, or classifications with various specialties, that may be called on to provide services for only a fraction of any project for a limited

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

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

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD

ON 01/21/15 BY:

Name: Danny Yeung Phone: 415-575-9042 Email: Danny.Yeung@sfgov.org

Address: 1650 Mission St, Suite 400 San Francisco, CA 94103

POSTING FOR  
9/17/2012

PROPOSED PERSONAL SERVICES CONTRACTS - Regular

PSC No	Dept No.	Dept Name	Approval Type	Contract Amount	Description of Work	Duration
4023-12/13	29	City Planning	Regular	\$1,500,000	In 2008, the San Francisco Planning Department determined the need to select a pool of pre-qualified environmental, transportation, historic resources, & archeology review consultants through a request-for-qualifications ("RFQ") process to use on an as-needed basis for detailed environmental, transportation impact analysis, historic resources evaluation, & archeological research on various private & public projects. Such projects include, but are not limited to: environmental review of the Transportation Sustainability Program, SOMA Streetscape Plan, Health Care services Master Plan, and Urban Forest Master Plan.	9/18/2012 - 9/30/2015
4024-12/13	29	City Planning	Regular	\$1,200,000	The Department has determined that the most effective way to provide these specialized studies is to solicit consultants to create as large a pool as possible of pre-qualified firms with the knowledge & expertise in environmental and/or transportation impact analysis, historic resource & archeology review which would follow the best practice of other California counties. Inclusion in the pre-qualified pool will be mandatory for any consultant to either 1) enter into an independent contract with a private developer for environmental or transportation impact studies, historic resource & archeology review which must be reviewed & finalized by Department staff, or 2) enter into contracts with City and County of San Francisco on an as-needed basis for the provision of specialized studies.	9/18/2012 - 12/31/2015
4025-12/13	42	Recreation & Park Commission	Regular	\$700,000	The San Francisco Planning Department is seeking a consultant to assist the Department in the preparation, production, management & successful completion of environmental analysis, including an environmental ("EIR") & transportation impact study ("TIP") & possibly other technical documentation for the Central Corridor Plan. The objective of the environmental analysis service is to satisfy the requirements of the California Environmental Quality Act ("CEQA"), the CEQA Guidelines, the San Francisco Administrative Code Chapter 31, & applicable local, State, & federal regulatory requirements. The EIR will analyze proposed land use controls, changes to existing height districts, & area plan policies at the programmatic level. Primary environmental issues are expected to be land use & planning, aesthetics, cultural resources, transportation & circulation, air quality, wind, shadow, & open space/recreation.	11/20/2012 - 5/20/2015
4026-12/13	68	Taxi Commission	Regular	\$175,000	Provide full Architectural & Engineering services for nature education facilities within the Randall Museum. This includes all services necessary for schematic design phase, design development, participation in presentations to stakeholders. In addition, complete construction documents for permitting, all services required for the construction administration phase & project closeout. A/E firm shall also provide cost estimating services during the course of the project.	11/1/2012 - 10/31/2017
				Total Amount - Regular:	\$189,185,000	

PERSONAL SERVICES CONTRACT SUMMARY

DATE: August 22, 2012
DEPARTMENT NAME: PLANNING DEPARTMENT DEPARTMENT NUMBER: 29
TYPE OF APPROVAL: [ ] EXPEDITED [X] REGULAR (OMIT POSTING [ ])
[ ] CONTINUING [ ] ANNUAL
TYPE OF REQUEST: [X] INITIAL REQUEST [ ] MODIFICATION (PSC # [ ])
TYPE OF SERVICE: As-Needed Pool of Qualified Environmental, Transportation, Historic Resources, and Archeology Review
FUNDING SOURCE: Various
PSC AMOUNT: \$1,500,000 PSC DURATION: September 18, 2012 – September 30, 2015

1. DESCRIPTION OF WORK

A. Concise description of proposed work:
In 2008, the San Francisco Planning Department determined the need to select a pool of pre-qualified environmental, transportation, historic resources, and archeology review consultants through a request-for-qualifications ("RFQ") process to use on an as-needed basis for detailed environmental, (Continued on Attachment)

B. Explain why this service is necessary and the consequence of denial:
The services are required to comply with the California Environmental Quality Act ("CEQA") in the provision of mandatory environmental and transportation impact studies, historic resources evaluation, and archeological research by consultants with expertise in the various project areas. Denial would result in legal risk to the City, and the inability to adopt area plans and programs that advance a better built environment in the City.

C. Explain how this service has been provided in the past (if this service was previously approved by the Civil Service Commission, indicate most recent personal services contract approval number):
Services similar in scope have been provided through a personal services contract, PSC #4018-10/11.

D. Will the contract(s) be renewed? Contracts will be awarded on an as-needed basis for various projects. It is possible that one firm may be awarded more than one contract for different projects during the RFQ term.

2. UNION NOTIFICATION: Copy of this summary is to be sent to employee organizations as appropriate (refer to instructions for specific procedure):

[X] IFPTE Local 21, on 07/23/2012
Union Name Signature of person mailing/faxing form Date

[ ] Union Name Signature of person mailing/faxing form Date

RFP sent to IFPTE Local 21, on 07/23/2012
Union Name Date Signature

\*\*\*\*\*

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC#
STAFF ANALYSIS/RECOMMENDATION:

CIVIL SERVICE COMMISSION ACTION:



3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

The firms that would perform these services must have technical experts in the areas of environmental science/air quality, meteorology (including knowledge and experience with Urbemis software), graphic information systems, 3-D modeling, shadow, transportation and traffic engineering analysis, and related fields, and the ability to compile data and make projections pertaining to greenhouse gasses and related environmental impacts. (continued on attachment)

B. Which, if any, civil service class normally performs this work?

These services would be performed by a combination of experts and expertise as stated in 3.A above.

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

Contractor's staff would perform the requested services at their company offices, with some on-site review of the development or plan area.

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

Due to the unique nature of California Environmental Quality Act (CEQA) requirements, no planning departments in California counties routinely prepare environmental or transportation-related impact studies with historic resource and archeology review because these studies require expertise in many topics, (continued on attachment)

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

Due to the various combinations of environmental and transportation impact knowledge and expertise required for each project or plan, it would not be desirable or practical to create various classifications, or classifications with various specialties, that may be called on to provide services for only a fraction of any project for a limited duration.

5. ADDITIONAL INFORMATION (if "yes," attach explanation)

Yes No

A. Will the contractor directly supervise City and County employees?

B. Will the contractor train City and County employees?

- Describe the training and indicate approximate number of hours.
- Indicate occupational type of City and County employees to receive training (i.e., clerks, civil engineers, etc.) and approximate numbers to be trained.

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

D. Are there federal or state grant requirements regarding the use of contractual services?  
*Some of the public contracts may be funded by federal or state grant*

E. Has a board or commission determined that contracting is the most effective way to provide this service?

F. Will the proposed work be completed by a contractor that has a current personal services contract with your department? *Possibly; unknown at this time.*

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD:



Signature of Departmental Personal Services Contract Coordinator

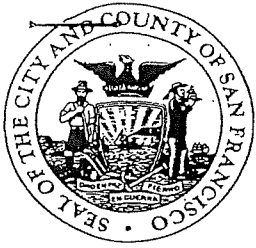
Thomas DiSanto

415-575-9113

Print or Type Name

Telephone Number

1650 MISSION ST STE 400  
SAN FRANCISCO CA 94103



# CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE  
MAYOR

September 21, 2012

## NOTICE OF CIVIL SERVICE COMMISSION ACTION

**SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACT NUMBERS 4019-12/13 THROUGH 4026-12/13; 4066-11/12; 3061-11/12; 4070-10/11 AND 4095-09/10.**

At its meeting of September 17, 2012 the Civil Service Commission had for its consideration the above matter.

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

The Commission:

- (1) Continued PSC #4022-12/13 to the meeting of October 1, 2012 in order to notify IFPTE Local 21 of the request for approval.
- (2) Withdrew PSC #4025-12/13 at the request of the Recreation and Parks Department. Notified the Office of the Controller and the Office of Contract Administration.
- (3) Withdrew PSC #3061-11/12 at the request of the Public Utilities Commission. Notified the Office of the Controller and the Office of Contract Administration. (Vote of 3 to 0)
- (4) Adopted the report; Approved the requests for all remaining contracts. Notified the Office of the Controller and the Office of Contract Administration.

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

CIVIL SERVICE COMMISSION

SANDRA ENG  
Acting Executive Officer

### Attachment

- c:
- Cynthia Avakian, Airport Commission
  - Parveen Boparai, Municipal Transportation Agency
  - Micki Callahan, Human Resources Director
  - Leorah Dang, Department of Human Resources
  - Marie de Vera, Department of Human Resources
  - Jaci Fong, Office of Contract Administration
  - Alicia John-Baptiste, Planning Department
  - Rebekah Krell, Art Commission
  - Sean McFadden, Recreation & Park Department
  - Ben Rosenfield, Controller
  - Commission File
  - Chron

KATE FAVETTI  
PRESIDENT

SCOTT R. HELDFOND  
VICE PRESIDENT

MARY Y. JUNG  
COMMISSIONER

E. DENNIS NORMANDY  
COMMISSIONER

SANDRA ENG  
ACTING EXECUTIVE OFFICER

## ATTACHMENT

DATE: August 22, 2012DEPARTMENT NAME: PLANNING DEPARTMENTDEPARTMENT NUMBER: 29TYPE OF SERVICE: As-Needed Pool of Qualified Environmental, Transportation, Historic Resources, and Archeology Review1.A Concise description of proposed work (Continued):

transportation impact analysis, historic resources evaluation, and archeological research on various private and public projects. Such projects include, but are not limited to: environmental review of the Transportation Sustainability Program, SoMa Streetscape Plan, Health Care Services Master Plan, and Urban Forest Master Plan.

Private development proposals will be required to use this as-needed pool to conduct independent environmental analysis, maintain better quality control, and follow the model used in most other jurisdictions.

The Department has determined that the most effective way to provide these specialized studies is to solicit consultants to create as large a pool as possible of pre-qualified firms with the knowledge and expertise in environmental and/or transportation impact analysis, historic resource and archeology review which would follow the best practice of other California counties. Inclusion in the pre-qualified pool will be mandatory for any consultant to either 1) enter into an independent contract with a private developer for environmental or transportation impact studies, historic resource and archeology review which must be reviewed and finalized by Department staff; or 2) enter into contracts with the City and County of San Francisco on an as-needed basis for the provision of specialized studies.

3.A Description of required skills/expertise (Continued):

These firms would also need to provide archeological field work and analysis, and historic resource related field work and analysis.

4.A Explain why civil service classes are not applicable (Continued):

including archeology, greenhouse gas emissions, historic resource evaluations, shadow and wind analysis, and transportation analysis. Environmental, transportation impact study, historic resource, and archeology firms are able through subconsulting relationships to call on a range of expertise, modeling, and other state-of-the-art technologies.

In order for the Planning Department to complete environmental and transportation impact studies with historic resource and archeology review in-house, it would require substantial investment in additional staff and technologies, which would not be cost-effective or follow best practices of any other California jurisdiction. Since these analyses are for very specific areas of the city and it is not an ongoing project, it is the most cost-efficient way to have as-needed consultants to provide these specialized studies.

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - PUBLIC WORKS

Dept. Code: DPW

Type of Request:  Initial  Modification of an existing PSC (PSC # 4036-13/14)

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

Type of Service: As-Needed Cost Estimating Services

Funding Source: Inter-Departmental Work Orders

PSC Original Approved Amount: \$1,000,000

PSC Original Approved Duration: 12/01/13 - 12/31/18 (5 years 4 weeks)

PSC Mod#1 Amount: \$500,000

PSC Mod#1 Duration: 01/01/19-01/15/20 (1 year 2 weeks)

PSC Mod#2 Amount: \$4,500,000

PSC Mod#2 Duration: 01/16/20-06/30/23 (3 years 23 weeks)

PSC Mod#3 Amount: \$3,000,000

PSC Mod#3 Duration: no duration added

PSC Mod#4 Amount: \$2,500,000

PSC Mod#4 Duration: no duration added

PSC Cumulative Amount Proposed: \$11,500,000

PSC Cumulative Duration Proposed: 9 years 30 weeks

**1. Description of Work**

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

Provide specialized services in Cost Estimating for Building Projects to support Department of Public Works (DPW) design staff on an as-needed basis. The Consultants will provide expert cost estimating services to ensure that the most up to date cost data are utilized. The City intends to award two (2) contracts for \$500,000 each.

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

Cost estimating is a specialized professional service that is out of the Buildings Design and Construction Division (BDC) area of expertise. Cost estimating consultants are continually updating their databases and estimating measures with the current market rates and material costs. This data is not something that we provide at the BDC. The BDC is requesting to have our own bank of "As-Needed" Cost Estimating consultants for our projects. If services are denied, DPW will have to rely more on current "as-needed" consultants as "pass through" consultants and pay additional administrative fees (i.e. subcontracting markup) and may even have to turn work away.

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

Yes

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

No

- E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:  
Public Works' as needed contracts cannot exceed 5 years in contract term. PSC term exceeds 5 years to account for a new pool of contracts for the next 5 years.

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

- A. Display all that apply

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

Explain the qualifying circumstances:

This service is only needed on an as-needed and intermittent basis when specialized Cost Estimating services are needed.

- B. Reason for the request for modification:

This Mod Request is for increasing contract capacity in existing master agreements for specialized cost estimating services. These as-needed contracts are necessary to support Public Works on special projects that require expertise that are not provided by staff, and when the staff cannot meet project demands due to heavy work load.

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

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

B. Which, if any, civil service class(es) normally perform(s) this work? 5120, Architectural Administrator; 5211, Eng/Arch/Landscape Arch Sr; 5212, Engineer/Architect Principal; 5260, Architectural Assistant 1; 5261, Architectural Assistant 2; 5265, Architectural Associate 1; 5266, Architectural Associate 2; 5268, Architect;

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

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

Not Applicable

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

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

These are as-needed contract services only. They will only be utilized when the following conditions exist: • Civil service classifications are applicable and City staff will be utilized where feasible. • The Division is working at full capacity and postponement of pending projects would be contrary to the public interest. • Project requires special construction and third party Consultant is required to ensure that a high quality estimate is provided.

- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. The services are only going to be utilized on an as-needed basis and there is no ongoing demand that justifies the hiring of permanent City staff with the necessary expertise.

**6. Additional Information**

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

**7. Union Notification:** On 12/18/18, the Department notified the following employee organizations of this PSC/RFP request:  
Architect & Engineers, Local 21;

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

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

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

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 4036-13/14

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 02/04/2019

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

**Choi, Suzanne (HRD)**

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**From:** dhr-psccordinator@sfgov.org on behalf of alexander.burns@sfdpw.org  
**Sent:** Tuesday, December 18, 2018 5:19 PM  
**To:** Burns, Alexander (DPW); Wanless, Annie (HRD); ecassidy@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Dea, Tiffany (MTA); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Modification Request to PSC # 4036-13/14 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW has submitted a modification request for a Personal Services Contract (PSC) for \$2,500,000 for services for the period January 16, 2020 – June 30, 2023. 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/7446>

Email sent to the following addresses: L21PSCReview@ifpte21.org pkim@ifpte21.org eerbach@ifpte21.org kpage@ifpte21.org kschumacher@ifpte21.org tmathews@ifpte21.org wendywong26@yahoo.com WendyWong26@yahoo.com ecassidy@ifpte21.org annie.wanless@sfgov.org



# **Additional Attachment(s)**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - PUBLIC WORKS

Dept. Code: DPW

Type of Request:  Initial  Modification of an existing PSC (PSC # 4036-13/14)

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

Type of Service: As-Needed Cost Estimating Services

Funding Source: Inter-Departmental Work Orders

PSC Original Approved Amount: \$1,000,000 PSC Original Approved Duration: 12/01/13 - 12/31/18 (5 years 4 weeks)

PSC Mod#1 Amount: \$500,000 PSC Mod#1 Duration: 01/01/19-01/15/20 (1 year 2 weeks)

PSC Mod#2 Amount: \$4,500,000 PSC Mod#2 Duration: 01/16/20-06/30/23 (3 years 23 weeks)

PSC Mod#3 Amount: \$3,000,000 PSC Mod#3 Duration: no duration added

PSC Cumulative Amount Proposed: \$9,000,000 PSC Cumulative Duration Proposed: 9 years 30 weeks

**1. Description of Work**

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

Provide specialized services in Cost Estimating for Building Projects to support Department of Public Works (DPW) design staff on an as-needed basis. The Consultants will provide expert cost estimating services to ensure that the most up to date cost data are utilized. The City intends to award two (2) contracts for \$500,000 each.

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

Cost estimating is a specialized professional service that is out of the Buildings Design and Construction Division (BDC) area of expertise. Cost estimating consultants are continually updating their databases and estimating measures with the current market rates and material costs. This data is not something that we provide at the BDC. The BDC is requesting to have our own bank of "As-Needed" Cost Estimating consultants for our projects. If services are denied, DPW will have to rely more on current "as-needed" consultants as "pass through" consultants and pay additional administrative fees (i.e. subcontracting markup) and may even have to turn work away.

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

Yes, through original PSC 4036-13/14.

D. Will the contract(s) be renewed?

No

- E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:  
Public Works' as needed contracts cannot exceed 5 years in contract term. PSC term exceeds 5 years to account for a new pool of contracts for the next 5 years.

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

A. Display all that apply

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

Explain the qualifying circumstances:

This service is only needed on an as-needed and intermittent basis when specialized Cost Estimating services are needed.

B. Reason for the request for modification:

This Mod Request is for increasing contract capacity in existing master agreements for specialized cost estimating services. These as-needed contracts are necessary to support Public Works on special projects that require expertise that are not provided by staff, and when the staff cannot meet project demands due to heavy work load.

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

- A. Specify required skills and/or expertise: Consultants must be experts in their fields and certified by corresponding organizations, as applicable.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5120, Architectural Administrator; 5211, Eng/Arch/Landscape Arch Sr; 5212, Engineer/Architect Principal; 5260, Architectural Assistant 1; 5261, Architectural Assistant 2; 5265, Architectural Associate 1; 5266, Architectural Associate 2; 5268, Architect;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

These are as-needed contract services only. They will only be utilized when the following conditions exist: • Civil service classifications are applicable and City staff will be utilized where feasible. • The Division is working at full capacity and postponement of pending projects would be contrary to the public interest. • Project requires special construction and third party Consultant is required to ensure that a high quality estimate is provided.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. The services are only going to be utilized on an as-needed basis and there is no ongoing demand that justifies the hiring of permanent City staff with the necessary expertise.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
Due to the specialized nature of this work, 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 04/24/17, the Department notified the following employee organizations of this PSC/RFP request:  
Architect & Engineers, Local 21;

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

Name: David Bui Phone: 415-554-4886 Email: david.bui@sfdpw.org

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 4036-13/14

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 05/03/2017



# CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE  
MAYOR

Sent Via Electronic Mail

January 11, 2017

## NOTICE OF CIVIL SERVICE COMMISSION ACTION

**SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACTS NUMBERS 47256-16/17; 45130-16/17; 45454-16/17; 46946-16/17; 49381-16/17; 46714-16/17; 4036-13/14; 41559-15/16; 49198-13/14; AND 4100-12/13.**

At its meeting on January 9, 2017 the Civil Service Commission had for its consideration the above matter.

The Commission took the following actions:

1. Approved PSC #45130-16/17. (Vote of 4 to 0)
2. Approved PSC #45454-16/17 with the condition to report back to the Commission regarding the ongoing training of the new system on a regular basis. (Vote of 4 to 0)
- \*3. Approved PSC #4036-13/14. (Vote of 4 to 0)
4. Adopted the report. Approved the remaining request for proposed Personal Services Contracts; Notify the Office of the Controller and the Office of Contract Administration. (Vote of 4 to 0)

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

**PLEASE NOTE:**

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

CIVIL SERVICE COMMISSION

MICHAEL L. BROWN  
Executive Officer

Attachment

- Cc: Cynthia Avakian, Airport Commission  
 Belle La, City Planning  
 Genie Wong, San Francisco Police Department  
 Shamica Jackson, Public Utilities Commission  
 Stacey Lo, Public Utilities Commission  
 Kimmie Wu, Treasurer/Tax Collector  
 Stacey Camillo, Department of Public Works  
 Commission File  
 Chron

GINA M. ROCCANOVA  
PRESIDENT

KATE FAVETTI  
VICE PRESIDENT

DOUGLAS S. CHAN  
COMMISSIONER

F. X. CROWLEY  
COMMISSIONER

SCOTT R. HELDFOND  
COMMISSIONER

MICHAEL L. BROWN  
EXECUTIVE OFFICER

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

Home &gt;

## Posting For January 09, 2017

### Proposed Modifications to Personal Services Contracts

## Commission Hearing Date

2017-01-09

APPLY

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
4036-13/14 - MODIFICATIONS 2017	January 9, 2017	GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW	\$4,500,000	\$6,000,000	Provide specialized services in Cost Estimating for Building Projects to support Department of Public Works (DPW) design staff on an as-needed basis. The Consultants will provide expert cost estimating services to ensure that the most up to date cost data are utilized. The City intends to award two (2) contracts for \$500,000 each.	01/16/2020	06/30/2023	REGULAR
41559 - 15/16 - MODIFICATIONS 2017	January 9, 2017	POLICE -- POL	\$90,000	\$260,000	The San Francisco Police Department (SFPD) Crime Laboratory's Forensic Biology Unit analyzes deoxyribonucleic acid (DNA) data generated from hundreds of crimes committed in the City and County of San Francisco per year. When the results of these analyses yield single, clear DNA profiles, interpretation is simple and straightforward. However, given the nature of the evidence the SFPD crime laboratory processes, the results of the DNA analyses frequently indicate that the DNA present is a mixture of more than one individual. To aid in the interpretation of mixed DNA profiles, the SFPD needs to purchase an expert system for complex DNA mixture analyses. The SFPD is seeking a qualified contractor to provide a software package, which includes installation and training, that allows for and standardizes the analyses of complex mixed profiles across analysts within the Forensic Biology Unit and to provide statistical support for the resulting interpretations. Training will include background information on mathematics/statistics on which software relies, equations used for analyses, operation of software, and interpretation of software results. The SFPD anticipates the grant funded contractual package will be fully implemented by December 30, 2017 and will likely purchase minimal additional software maintenance and industry upgrades using funding sources that will be determined in the next budget cycle.	01/01/2020	07/31/2022	REGULAR
49198 - 13/14 - MODIFICATIONS 2017	January 9, 2017	POLICE -- POL	\$1,000,000	\$3,750,000	The deoxyribonucleic acid (DNA) testing that the San Francisco Police Department (SFPD) is requesting for contract consist of extracting and testing samples of DNA-containing substances. The substance must be identified, confirmed as a DNA-containing substance, extracted and DNA strains and substances. Substances are tested through chemical and scientific processes. The	07/01/2017	06/30/2019	REGULAR

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					cases that would be sent out for contract are those that current staffing has been unable to address. This will be an interim solution until new staff are recruited and trained.			
4100-12/13 - MODIFICATIONS	January 9, 2017	PUBLIC UTILITIES COMMISSION -- PUC	\$9,250,000	\$26,000,000	Contract work consists of providing professional construction management-related services for the Water System Improvement Program (WSIP) projects and other operating program needs, including but not limited to: work on the Sewer System Improvement Program (SSIP), Hetchy System Improvement Program (HSIP), Job Order Contracts, Repair & Replacement (Spot Sewer Repair Program and City Distribution Division), Waste Water and Water Supply & Treatment. Work includes: Construction Contract Management; Quality Assurance/Quality Control (QA/QC) Inspection; Cost Control; Environmental Inspection; Test & Start-Up, Supplier Quality Surveillance; Special Laboratory Testing; Surveying; Construction Safety; Partnering, and Administrative & Clerical Support.	07/01/2018	12/31/2020	REGULAR

**TOTAL AMOUNT \$14,840,000**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: DEPARTMENT OF EMERGENCY MANAGEMENT

Dept. Code: ECD

Type of Request:  Initial  Modification of an existing PSC (PSC # 4096 12/13)

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

Type of Service: WebEOC, web-based crisis information management system

Funding Source: Urban Areas Security Initiative

PSC Original Approved Amount: \$650,000

PSC Original Approved Duration: 02/01/13 - 01/31/18 (5 years)

PSC Mod#1 Amount: \$325,000

PSC Mod#1 Duration: no duration added

PSC Mod#2 Amount: no amount added

PSC Mod#2 Duration: 02/01/13-06/30/20 (2 years 21 weeks)

PSC Mod#3 Amount: \$400,000

PSC Mod#3 Duration: 02/01/13-12/31/23 (3 years 26 weeks)

PSC Cumulative Amount Proposed: \$1,375,000

PSC Cumulative Duration Proposed: 10 years 47 weeks

**1. Description of Work**

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

WebEOC is a web-based crisis information management system currently used by San Francisco and San Mateo. WebEOC enables users from multiple locations and jurisdictions to collaborate and manage multiple incidents and events, provide situation reports, manage resources, and prepare Incident Command System (ICS) and Incident Action Plan (IAP) reports. The renewal contract includes license and support for both San Francisco and San Mateo Counties.

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

The communication of information is one of the most important elements during an emergency. WebEOC is a tool that streamlines the process of information sharing and incident management. It is currently used in both San Francisco and San Mateo counties. A denial of this request would impact the City's ability to manage and respond to an emergency.

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

Yes by PSC 4096 12/13

D. Will the contract(s) be renewed?

Yes

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



This will allow the Department to maintain continuation of services as the system impacts the City's emergency management and is expanded Department/City wide.

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

A. Display all that apply

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

Explain the qualifying circumstances:

The Homeland Security Grant Program is being used to fund this project. Conditions of the grant include a personnel cap limit, which has already been reached. No additional grant funds can be used forward personnel costs. Contractor costs for specific projects are excluded from the personnel cap limitation and provide the only avenue to complete the project.

B. Reason for the request for modification:

To extent for additional years and increase PSC amount.

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

- A. Specify required skills and/or expertise: Provide user enhancements to the WebEOC platform based on user feedback.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1043, IS Engineer-Senior; 1053, IS Business Analyst-Senior; 1063, IS Programmer 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?**

Not Applicable

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

- A. Explain why civil service classes are not applicable.  
The Homeland Security Grant Program is being used to fund this project. Conditions of the grant include a personnel cap limit, which has already been reached. No additional grant funds can be used forward personnel costs. Contractor costs for specific projects are excluded from the personnel cap limitation and provide the only avenue to complete the project.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. Existing civil service classes exist, and would be used if not for the condition of the funding source limiting the use of personnel dollars.

**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 included in this PSC

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

No.

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

Yes

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

No

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

No.

7. **Union Notification:** On 12/13/18, the Department notified the following employee organizations of this PSC/RFP request:

Architect & Engineers, Local 21;

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

Name: William Lee Phone: 415-558-3866 Email: william.lee@sfgov.org

Address: 1011 Turk Street, San Francisco, CA 94102

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 4096 12/13

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 02/04/2019

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

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**From:** dhr-psccordinator@sfgov.org on behalf of william.lee@sfgov.org  
**Sent:** Thursday, December 13, 2018 11:55 AM  
**To:** Lee, William (DEM); Wanless, Annie (HRD); ecassidy@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Wang, Emily (DEM); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Modification Request to PSC # 4096 12/13 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The DEPARTMENT OF EMERGENCY MANAGEMENT -- ECD has submitted a modification request for a Personal Services Contract (PSC) for \$400,000 for services for the period February 1, 2013 – December 31, 2023. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

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

After logging into the system please select link below:

<https://na01.safelinks.protection.outlook.com/?url=http%3A%2F%2Fapps.sfgov.org%2Fdhrdrupal%2Fnode%2F7674&data=02%7C01%7Cemily.wang%40sfgov.org%7C9c65ec7b63aa4495189208d66134e90f%7C22d5c2cfce3e443d9a7dfcc0231f73f%7C0%7C1%7C636803277217041847&amp;sdata=7IQfiX9IN%2FSF4jiRWWuttEr4fZF%2Bw5QjGRWGXJF%2FDt4%3D&reserved=0>

Email sent to the following addresses: L21PSCReview@ifpte21.org pkim@ifpte21.org eerbach@ifpte21.org kpage@ifpte21.org kschumacher@ifpte21.org tmathews@ifpte21.org wendywong26@yahoo.com WendyWong26@yahoo.com ecassidy@ifpte21.org annie.wanless@sfgov.org

# **Additional Attachment(s)**

## Federal Requirements

## Federal Emergency Management Agency, DHS

## § 13.36

the current market value or proceeds from sale by the awarding agency's share of the equipment.

(3) In cases where a grantee or subgrantee fails to take appropriate disposition actions, the awarding agency may direct the grantee or subgrantee to take excess and disposition actions.

(f) *Federal equipment.* In the event a grantee or subgrantee is provided federally-owned equipment:

(1) Title will remain vested in the Federal Government.

(2) Grantees or subgrantees will manage the equipment in accordance with Federal agency rules and procedures, and submit an annual inventory listing.

(3) When the equipment is no longer needed, the grantee or subgrantee will request disposition instructions from the Federal agency.

(g) *Right to transfer title.* The Federal awarding agency may reserve the right to transfer title to the Federal Government or a third party named by the awarding agency when such a third party is otherwise eligible under existing statutes. Such transfers shall be subject to the following standards:

(1) The property shall be identified in the grant or otherwise made known to the grantee in writing.

(2) The Federal awarding agency shall issue disposition instruction within 120 calendar days after the end of the Federal support of the project for which it was acquired. If the Federal awarding agency fails to issue disposition instructions within the 120 calendar-day period the grantee shall follow § 13.32(e).

(3) When title to equipment is transferred, the grantee shall be paid an amount calculated by applying the percentage of participation in the purchase to the current fair market value of the property.

### § 13.33 Supplies.

(a) *Title.* Title to supplies acquired under a grant or subgrant will vest, upon acquisition, in the grantee or subgrantee respectively.

(b) *Disposition.* If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate fair market value upon termination or completion of the award, and if the supplies are

not needed for any other federally sponsored programs or projects, the grantee or subgrantee shall compensate the awarding agency for its share.

### § 13.34 Copyrights.

The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

(a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and

(b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

### § 13.35 Subawards to debarred and suspended parties.

Grantees and subgrantees must not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

### § 13.36 Procurement.

(a) *States.* When procuring property and services under a grant, a State will follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations. Other grantees and subgrantees will follow paragraphs (b) through (i) in this section.

(b) *Procurement standards.* (1) Grantees and subgrantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section.

(2) Grantees and subgrantees will maintain a contract administration system which ensures that contractors perform in accordance with the terms,

conditions, and specifications of their contracts or purchase orders.

(3) Grantees and subgrantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (i) The employee, officer or agent,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or
- (iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

(4) Grantee and subgrantee procedures will provide for a review of proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(5) To foster greater economy and efficiency, grantees and subgrantees are encouraged to enter into State and local intergovernmental agreements

for procurement or use of common goods and services.

(6) Grantees and subgrantees are encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(7) Grantees and subgrantees are encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(8) Grantees and subgrantees will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

(9) Grantees and subgrantees will maintain records sufficient to detail the significant history of a procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(10) Grantees and subgrantees will use time and material type contracts only—

(i) After a determination that no other contract is suitable, and

(ii) If the contract includes a ceiling price that the contractor exceeds at its own risk.

(11) Grantees and subgrantees alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to source evaluation, protests, disputes, and claims. These standards do not relieve the grantee or subgrantee of any contractual responsibilities under its contracts. Federal agencies will not substitute their judgment for



that of the grantee or subgrantee unless the matter is primarily a Federal concern. Violations of law will be referred to the local, State, or Federal authority having proper jurisdiction.

(12) Grantees and subgrantees will have protest procedures to handle and resolve disputes relating to their procurements and shall in all instances disclose information regarding the protest to the awarding agency. A protestor must exhaust all administrative remedies with the grantee and subgrantee before pursuing a protest with the Federal agency. Reviews of protests by the Federal agency will be limited to:

(i) Violations of Federal law or regulations and the standards of this section (violations of State or local law will be under the jurisdiction of State or local authorities) and

(ii) Violations of the grantee's or subgrantee's protest procedures for failure to review a complaint or protest. Protests received by the Federal agency other than those specified above will be referred to the grantee or subgrantee.

(c) *Competition.* (1) All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of section 13.36. Some of the situations considered to be restrictive of competition include but are not limited to:

(i) Placing unreasonable requirements on firms in order for them to qualify to do business,

(ii) Requiring unnecessary experience and excessive bonding,

(iii) Noncompetitive pricing practices between firms or between affiliated companies,

(iv) Noncompetitive awards to consultants that are on retainer contracts,

(v) Organizational conflicts of interest,

(vi) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance of other relevant requirements of the procurement, and

(vii) Any arbitrary action in the procurement process.

(2) Grantees and subgrantees will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in the

evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts State licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(3) Grantees will have written selection procedures for procurement transactions. These procedures will ensure that all solicitations:

(i) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equal" description may be used as a means to define the performance or other salient requirements of a procurement. The specific features of the named brand which must be met by offerors shall be clearly stated; and

(ii) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(4) Grantees and subgrantees will ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, grantees and subgrantees will not preclude potential bidders from qualifying during the solicitation period.

(d) *Methods of procurement to be followed*—(1) *Procurement by small purchase procedures.* Small purchase procedures

§ 13.36

44 CFR Ch. I (10-1-11 Edition)

are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the simplified acquisition threshold fixed at 41 U.S.C. 403(11) (currently set at \$100,000). If small purchase procedures are used, price or rate quotations shall be obtained from an adequate number of qualified sources.

(2) Procurement by *sealed bids* (formal advertising). Bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in §13.36(d)(2)(i) apply.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders are willing and able to compete effectively and for the business; and

(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

(A) The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bids;

(B) The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond;

(C) All bids will be publicly opened at the time and place prescribed in the invitation for bids;

(D) A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when

prior experience indicates that such discounts are usually taken advantage of; and

(E) Any or all bids may be rejected if there is a sound documented reason.

(3) Procurement by *competitive proposals*. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(i) Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;

(ii) Proposals will be solicited from an adequate number of qualified sources;

(iii) Grantees and subgrantees will have a method for conducting technical evaluations of the proposals received and for selecting awardees;

(iv) Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(v) Grantees and subgrantees may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(4) Procurement by *noncompetitive proposals* is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate.

(i) Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids

or competitive proposals and one of the following circumstances applies:

(A) The item is available only from a single source;

(B) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(C) The awarding agency authorizes noncompetitive proposals; or

(D) After solicitation of a number of sources, competition is determined inadequate.

(ii) Cost analysis, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profits, is required.

(iii) Grantees and subgrantees may be required to submit the proposed procurement to the awarding agency for pre-award review in accordance with paragraph (g) of this section.

(e) *Contracting with small and minority firms, women's business enterprise and labor surplus area firms.* (1) The grantee and subgrantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

(2) Affirmative steps shall include:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

(vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in para-

graphs (e)(2) (i) through (v) of this section.

(f) *Contract cost and price.* (1) Grantees and subgrantees must perform a cost or price analysis in connection with every procurement action including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, grantees must make independent estimates before receiving bids or proposals. A cost analysis must be performed when the offeror is required to submit the elements of his estimated cost, e.g., under professional, consulting, and architectural engineering services contracts. A cost analysis will be necessary when adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price.

(2) Grantees and subgrantees will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(3) Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with Federal cost principles (see § 13.22). Grantees may reference their own cost principles that comply with the applicable Federal cost principles.

(4) The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

(g) *Awarding agency review.* (1) Grantees and subgrantees must make available, upon request of the awarding agency, technical specifications on proposed procurements where the awarding agency believes such review is needed to ensure that the item and/or service specified is the one being proposed for purchase. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the grantee or subgrantee desires to have the review accomplished after a solicitation has been developed, the awarding agency may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(2) Grantees and subgrantees must on request make available for awarding agency pre-award review procurement documents, such as requests for proposals or invitations for bids, independent cost estimates, etc. when:

(i) A grantee's or subgrantee's procurement procedures or operation fails to comply with the procurement standards in this section; or

(ii) The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation; or

(iii) The procurement, which is expected to exceed the simplified acquisition threshold, specifies a "brand name" product; or

(iv) The proposed award is more than the simplified acquisition threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(v) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.

(3) A grantee or subgrantee will be exempt from the pre-award review in paragraph (g)(2) of this section if the awarding agency determines that its procurement systems comply with the standards of this section.

(i) A grantee or subgrantee may request that its procurement system be reviewed by the awarding agency to determine whether its system meets

these standards in order for its system to be certified. Generally, these reviews shall occur where there is a continuous high-dollar funding, and third-party contracts are awarded on a regular basis.

(ii) A grantee or subgrantee may self-certify its procurement system. Such self-certification shall not limit the awarding agency's right to survey the system. Under a self-certification procedure, awarding agencies may wish to rely on written assurances from the grantee or subgrantee that it is complying with these standards. A grantee or subgrantee will cite specific procedures, regulations, standards, etc., as being in compliance with these requirements and have its system available for review.

(h) *Bonding requirements.* For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the awarding agency may accept the bonding policy and requirements of the grantee or subgrantee provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

(1) *A bid guarantee from each bidder equivalent to five percent of the bid price.* The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

(2) *A performance bond on the part of the contractor for 100 percent of the contract price.* A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(3) *A payment bond on the part of the contractor for 100 percent of the contract price.* A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

(i) *Contract provisions.* A grantee's and subgrantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

(1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

(2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

(3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)

(4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair)

(5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)

(6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)

(7) Notice of awarding agency requirements and regulations pertaining to reporting.

(8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

(9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

(10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

(11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

(12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

(13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

[53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995]

#### § 13.37 Subgrants.

(a) *States.* States shall follow state law and procedures when awarding and administering subgrants (whether on a cost reimbursement or fixed amount basis) of financial assistance to local and Indian tribal governments. States shall:

(1) Ensure that every subgrant includes any clauses required by Federal statute and executive orders and their implementing regulations;

(2) Ensure that subgrantees are aware of requirements imposed upon them by Federal statute and regulation;

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: DEPARTMENT OF EMERGENCY MANAGEMENT

Dept. Code: ECD

Type of Request:  Initial  Modification of an existing PSC (PSC # 4096 12/13)

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

Type of Service: WebEOC, web-based crisis information management system

Funding Source: Urban Areas Security Initiative

PSC Original Approved Amount: \$650,000

PSC Original Approved Duration: 02/01/13 - 01/31/18 (5 years)

PSC Mod#1 Amount: \$325,000

PSC Mod#1 Duration: no duration added

PSC Mod#2 Amount: no amount added

PSC Mod#2 Duration: 02/01/13-06/30/20 (2 years 21 weeks)

PSC Cumulative Amount Proposed: \$975,000

PSC Cumulative Duration Proposed: 7 years 21 weeks

**1. Description of Work**

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

WebEOC is a web-based crisis information management system currently used by San Francisco and San Mateo. WebEOC enables users from multiple locations and jurisdictions to collaborate and manage multiple incidents and events, provide situation reports, manage resources, and prepare Incident Command System (ICS) and Incident Action Plan (IAP) reports. The renewal contract includes license and support for both San Francisco and San Mateo Counties.

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

The communication of information is one of the most important elements during an emergency. WebEOC is a tool that streamlines the process of information sharing and incident management. It is currently used in both San Francisco and San Mateo counties. A denial of this request would impact the City's ability to manage and respond to an emergency.

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

Yes by PSC 4096 12/13

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

Yes

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

This will allow the Department to maintain continuation of services as the system impacts the City's emergency management and is expanded Department/City wide.

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

A. Display all that apply

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

Explain the qualifying circumstances:

The Homeland Security Grant Program is being used to fund this project. Conditions of the grant include a personnel cap limit, which has already been reached. No additional grant funds can be used forward personnel costs. Contractor costs for specific projects are excluded from the personnel cap limitation and provide the only avenue to complete the project.

B. Reason for the request for modification:

To extend for an additional of 2 years and 5 months.

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

A. Specify required skills and/or expertise: Provide user enhancements to the WebEOC platform based on user feedback.

B. Which, if any, civil service class(es) normally perform(s) this work? 1043, IS Engineer-Senior; 1053, IS Business Analyst-Senior; 1063, IS Programmer 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?**

Not Applicable

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

A. Explain why civil service classes are not applicable.

The Homeland Security Grant Program is being used to fund this project. Conditions of the grant include a personnel cap limit, which has already been reached. No additional grant funds can be used forward personnel costs. Contractor costs for specific projects are excluded from the personnel cap limitation and provide the only avenue to complete the project.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. Existing civil service classes exist, and would be used if not for the condition of the funding source limiting the use of personnel dollars.

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

7. **Union Notification:** On 09/01/17, the Department notified the following employee organizations of this PSC/RFP request:  
Architect & Engineers, Local 21;

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

Name: William Lee Phone: 415-558-3866 Email: william.lee@sfgov.org

Address: 1011 Turk Street, San Francisco, CA 94102

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 4096 12/13

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 09/11/2017



PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: DEPARTMENT OF EMERGENCY MANAGEMENT

Dept. Code: ECD

Type of Request:  Initial  Modification of an existing PSC (PSC # 4096 12/13)

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

Type of Service: WebEOC, web-based crisis information management system

Funding Source: Urban Areas Security Initiative

PSC Original Approved Amount: \$650,000 PSC Original Approved Duration: 02/01/13 - 01/31/18 (5 years)

PSC Mod#1 Amount: \$325,000 PSC Mod#1 Duration: no duration added

PSC Cumulative Amount Proposed: \$975,000 PSC Cumulative Duration Proposed: 5 years

**1. Description of Work**

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

WebEOC is a web-based crisis information management system currently used by San Francisco and San Mateo. WebEOC enables users from multiple locations and jurisdictions to collaborate and manage multiple incidents and events, provide situation reports, manage resources, and prepare Incident Command System (ICS) and Incident Action Plan (IAP) reports. The renewal contract includes license and support for both San Francisco and San Mateo Counties.

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

The communication of information is one of the most important elements during an emergency. WebEOC is a tool that streamlines the process of information sharing and incident management. It is currently used in both San Francisco and San Mateo counties. A denial of this request would impact the City's ability to manage and respond to an emergency.

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

Yes by PSC 4096 12/13

D. Will the contract(s) be renewed?

Yes

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

This will allow the Department to maintain continuation of services as the system impacts the City's emergency management and is expanded Department/City wide.

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

A. Display all that apply

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

Explain the qualifying circumstances:

The Homeland Security Grant Program is being used to fund this project. Conditions of the grant include a personnel cap limit, which has already been reached. No additional grant funds can be used forward personnel costs. Contractor costs for specific projects are excluded from the personnel cap limitation and provide the only avenue to complete the project.

B. Reason for the request for modification:

To increase PSC amount.

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

A. Specify required skills and/or expertise: Provide user enhancements to the WebEOC platform based on user feedback.

B. Which, if any, civil service class(es) normally perform(s) this work? 1043, IS Engineer-Senior; 1053, IS Business Analyst-Senior; 1063, IS Programmer 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?**

Not Applicable

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

A. Explain why civil service classes are not applicable.

The Homeland Security Grant Program is being used to fund this project. Conditions of the grant include a personnel cap limit, which has already been reached. No additional grant funds can be used forward personnel costs. Contractor costs for specific projects are excluded from the personnel cap limitation and provide the only avenue to complete the project.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. Existing civil service classes exist, and would be used if not for the condition of the funding source limiting the use of personnel dollars.

**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 included in this PSC

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

No.

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

Yes

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

No

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

No.

7. **Union Notification:** On 06/27/16, the Department notified the following employee organizations of this PSC/RFP request:

Architect & Engineers, Local 21;

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

Name: William Lee Phone: 415-558-3866 Email: william.lee@sfgov.org

Address: 1011 Turk Street, San Francisco, CA 94102

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 4096 12/13

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 07/05/2016

PERSONAL SERVICES CONTRACT SUMMARY

DATE: 2/11/13 DEPARTMENT NAME: Department of Emergency Management DEPARTMENT NUMBER 77

TYPE OF APPROVAL: [ ] EXPEDITED [X] REGULAR (OMIT POSTING [ ] ) [ ] CONTINUING [ ] ANNUAL

TYPE OF REQUEST: [X] INITIAL REQUEST [ ] MODIFICATION (PSC# [ ] )

TYPE OF SERVICE: WebEOC web-based crisis information management system

FUNDING SOURCE: Urban Areas Security Initiative

PSC AMOUNT: \$650,000 PSC DURATION: 2/1/2013 - 1/31/2018

1. DESCRIPTION OF WORK

A. Concise description of proposed work: WebEOC is a web-based crisis information management system currently used by San Francisco and San Mateo. WebEOC enables users from multiple locations and jurisdictions to collaborate and manage multiple incidents and events, provide situation reports, manage resources, and prepare Incident Command System (ICS) and Incident Action Plan (IAP) reports. The renewal contract includes license and support for both San Francisco and San Mateo Counties.

B. Explain why this service is necessary and the consequences of denial: The communication of information is one of the most important elements during an emergency. WebEOC is a tool that streamlines the process of information sharing and incident management. It is currently used in both San Francisco and San Mateo counties. A denial of this request would impact the City's ability to manage and respond to an emergency.

C. Explain how this service has been provided in the past (if this service was previously approved by the Civil Service Commission, indicate most recent personal services contract approval number): The contract is relatively new. The original contract only included the software license and hosting services. The contract renewal includes funding for user enhancements to the WebEOC interface.

D. Will the contract(s) be renewed: Yes

2. UNION NOTIFICATION: Copy of this summary is to be sent to employee organizations as appropriate (refer to instructions for specific procedures).

Local 21 Union Name Patrick Leung Signature of person mailing/faxing form 12/27/12 Date

Union Name Signature of person mailing/faxing form Date

RFP sent to Union Name on Date Signature

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 40910-12/13 STAFF ANALYSIS/RECOMMENDATION: Approved W 8/22/13

CIVIL SERVICE COMMISSION ACTION:

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise.

Provide user enhancements on the WebEOC platform based on user feedback.

B. Which, if any, civil service class normally performs this work?

1043 IS Engineer - Senior

1053 IS Business Analyst - Senior

1063 IS Programmer Analyst - Senior

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

No

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

The Homeland Security Grant Program is being used to fund this project. Conditions of the grant include a personnel cap limit, which has already been reached. No additional grant funds can be used toward personnel costs. Contractor costs for specific projects are excluded from the personnel cap limitation and provide the only avenue to complete the project.

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

No

5. ADDITIONAL INFORMATION (if "yes," attach explanation)

A. Will the contractor directly supervise City and County employees?

Yes  No

B. Will the contractor train City and County employees?

Yes  No

Describe the training and indicate approximate number of hours.

Indicate occupational type of City and County employees to receive training (i.e., clerks, civil engineers, etc.) and approximate number to be trained.

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

Yes  No

D. Are there federal or state grant requirements regarding the use of contractual services?

Yes  No

E. Has a board or commission determined that contracting is the most effective way to provide this service?

Yes  No

F. Will the proposed work be completed by a contractor that has a current personal services contract with your department? Work will be done by contractor, but current contract is not a PSC contract.

Yes  No

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD:

Signature of Departmental Personal Services Contract Coordinator

Print of Type Name

Telephone Number

1011 FURLEY ST  
JEAN GARDON

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: JUVENILE PROBATION

Dept. Code: JUV

Type of Request:  Initial  Modification of an existing PSC (PSC # 33116 - 15/16)

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

Type of Service: Aggression Replacement Training

Funding Source: General

PSC Original Approved Amount: \$99,000

PSC Original Approved Duration: 10/14/15 - 10/13/18 (3 years)

PSC Mod#1 Amount: \$79,200

PSC Mod#1 Duration: 10/14/18-12/31/21 (3 years 11 weeks)

PSC Cumulative Amount Proposed: \$178,200

PSC Cumulative Duration Proposed: 6 years 11 weeks

**1. Description of Work**

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

Contractor shall provide:

Aggression Replacement Training (ART) groups which teach youth to control their anger more effectively. Aggression Replacement Training (ART) is a research-based, proven-effective approach for working with challenging youth.

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

This service will allow at risk youth to develop life skills that help them to deal with difficult situations in a non aggressive manner. If this service is denied the consequence is that youth who receive services from the Juvenile Probation Department's Probation Services will have limited options to help them develop skills that can help them to become productive when they reenter their communities.

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

Yes. This service has been contracted out for in the past.

D. Will the contract(s) be renewed?

The contract may be renewed.

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

The PSC duration requested is 5 years or more to align with the contract term end date of 12/31/21.

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

A. Display all that apply

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

Explain the qualifying circumstances:

The Juvenile Probation Department city does not have staff who are trained to provide this service. Nor does the Juvenile Probation Department have the capacity or resources to create a civil service class that can provide this service.

B. Reason for the request for modification:

The reason for the modification is to extend the PSC term and amount as a result of an informal bid released on 10/19/18 for ART.

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

- A. Specify required skills and/or expertise: Aggression Replacement Training features three coordinated and integrated components: Social Skills Training, Anger Control and Moral Reasoning
- B. Which, if any, civil service class(es) normally perform(s) this work? 2910, Social Worker; 8320, Counselor, Juvenile Hall; 8562, Counselor, Juvenile Hall SFERS; 8566, Counselor 2 (SFERS);
- 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.  
None of the aforementioned civil service classes are trained to provide Aggression Replacement Training.
- 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 necessary for the civil service to create a position to provide Aggression Replacement Training. Aggression Replacement Training is a small portion of the services provided to youth linked with Probation Services. The Juvenile Probation Department would not be able to support a position to specifically provide these services at this time.

**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.  
There will be no employees who receive training for ART, as it is a specialized niche with specific certification criteria.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
Yes. The current contractor, Seneca, had a PSC that expired.

7. **Union Notification:** On 11/02/18, the Department notified the following employee organizations of this PSC/RFP request:  
SEIU Local 1021; SEIU 1021 Miscellaneous; Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21;

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

Name: Elena Baranoff Phone: 415-753-7560 Email: Elena.Baranoff@sfgov.org

Address: 375 Woodside Ave Rm 206, San Francisco, CA 94127

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 33116 - 15/16

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 02/04/2019



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

**Baranoff, Elena (JUV)**

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**From:** dhr-psccordinator@sfgov.org on behalf of Elena.Baranoff@sfgov.org  
**Sent:** Friday, November 2, 2018 11:59 AM  
**To:** Baranoff, Elena (JUV); sarah.wilson@seiu1021.org; thomas.vitale@seiu1021.org; Sandeep.lal@seiu1021.me; leah.berlanga@seiu1021.org; Ricardo.lopez@sfgov.org; Basconcillo, Katherine (PUC); pcamarillo\_seiu@sbcglobal.net; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; ted.zarzecki@seiu1021.net; davidmkersten@gmail.com; ablood@cirseiu.org; xiumin.li@seiu1021.org; Poon, Sin Yee (HSA); david.canham@seiu1021.org; jtanner940@aol.com; ecassidy@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; amakayan@ifpte21.org; L21PSCReview@ifpte21.org; DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Modification Request to PSC # 33116 - 15/16 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The JUVENILE PROBATION – JUV has submitted a modification request for a Personal Services Contract (PSC) for \$79,200 for services for the period October 14, 2018 – November 30, 2020. 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/12076>

Email sent to the following addresses: L21PSCReview@ifpte21.org amakayan@ifpte21.org pkim@ifpte21.org kschumacher@ifpte21.org tmathews@ifpte21.org wendywong26@yahoo.com WendyWong26@yahoo.com ecassidy@ifpte21.org jtanner940@aol.com david.canham@seiu1021.org Sin.Yee.Poon@sfgov.org xiumin.li@seiu1021.org ablood@cirseiu.org davidmkersten@gmail.com ted.zarzecki@seiu1021.net pscreview@seiu1021.org Wendy.Frigillana@seiu1021.org pcamarillo\_seiu@sbcglobal.net Kbasconcillo@sfgwater.org Ricardo.lopez@sfgov.org leah.berlanga@seiu1021.org Sandeep.lal@seiu1021.me thomas.vitale@seiu1021.org sarah.wilson@seiu1021.org

**Choi, Suzanne (HRD)**

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**From:** Baranoff, Elena (JUV)  
**Sent:** Wednesday, January 16, 2019 2:51 PM  
**To:** Choi, Suzanne (HRD)  
**Subject:** FW: URGENT! PSC # 33116 - 15/16 - MODIFICATIONS

Suzanne,

Please see the email from SEIU Local 1021 granting approval for a waiver of notice for PSC # 33116 - 15/16 - MODIFICATIONS.

Elena Baranoff  
Principal Administrative Analyst  
Finance & Administration – Contracts and Purchasing SF Juvenile Probation Department  
375 Woodside Avenue, Room 206  
San Francisco, CA 94127  
Tel: (415) 753-7695

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

From: XiuMin Li <XiuMin.Li@seiu1021.org>  
Sent: Wednesday, January 16, 2019 2:46 PM  
To: Baranoff, Elena (JUV) <elena.baranoff@sfgov.org>; David Canham <david.canham@seiu1021.org>  
Subject: RE: URGENT! PSC # 33116 - 15/16 - MODIFICATIONS

Hi Elena,  
SEIU agrees to waive 60 day notice for this PSC for this modification only.

 Cheers,

XiuMin Li  
Field Supervisor  
SEIU 1021

Member Resource Center (MRC): 1-877-687-1021  
Direct: 415-848-3686  
SF Office Fax: 415-431-6241

Sign up to become a Union Member! Together We Rise Up! <http://bit.ly/SFMembershipForm>

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

From: Baranoff, Elena (JUV) [mailto:elena.baranoff@sfgov.org]  
Sent: Wednesday, January 16, 2019 2:45 PM  
To: XiuMin Li; David Canham  
Subject: FW: URGENT! PSC # 33116 - 15/16 - MODIFICATIONS

Hello,

I was granted a waiver for (additional) advance notification from L21 union rep. Please see Mr. Mathews response below.

Do I have your approval, as well?


Elena Baranoff  
Principal Administrative Analyst  
Finance & Administration - Contracts and Purchasing SF Juvenile Probation Department  
375 Woodside Avenue, Room 206  
San Francisco, CA 94127  
Tel: (415) 753-7695

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

From: Timothy Mathews <tmathews@ifpte21.org>  
Sent: Wednesday, January 16, 2019 2:40 PM  
To: Baranoff, Elena (JUV) <elena.baranoff@sfgov.org>; Paul Kim <pkim@ifpte21.org>; Amihan Milman <amakayan@ifpte21.org>; L21PSC Review <L21PSCReview@ifpte21.org>  
Cc: Kristen Schumacher <kschumacher@ifpte21.org>  
Subject: RE: URGENT! PSC # 33116 - 15/16 - MODIFICATIONS

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

Hi Elena,

 We agree to waive Local 21's advanced notification for PSC #33116 -15/16 - MODIFICATIONS; given the limited amount and scope of the contract, as well as the referenced in input error.

-Timothy

---  
Timothy Mathews  
Research Specialist

IFPTE Local 21  
1167 Mission Street, 2nd Floor  
San Francisco, CA 94103

Office: 415-914-7345

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

From: Baranoff, Elena (JUV) <elena.baranoff@sfgov.org>  
Sent: Wednesday, January 16, 2019 2:17 PM  
To: Timothy Mathews <tmathews@ifpte21.org>; Paul Kim <pkim@ifpte21.org>; Amihan Milman <amakayan@ifpte21.org>; L21PSC Review <L21PSCReview@ifpte21.org>  
Cc: Kristen Schumacher <kschumacher@ifpte21.org>  
Subject: FW: URGENT! PSC # 33116 - 15/16 - MODIFICATIONS

Importance: High

Hello,

I was trying to reach your union colleague, Ms. K Schumacher, but have had no luck today. Can you please read the original message in the body of this email below and let me know your thoughts regarding my request, please?

Respectfully,

Elena Baranoff  
Principal Administrative Analyst  
Finance & Administration - Contracts and Purchasing SF Juvenile Probation Department  
375 Woodside Avenue, Room 206  
San Francisco, CA 94127  
Tel: (415) 753-7695

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

From: Baranoff, Elena (JUV)  
Sent: Wednesday, January 16, 2019 1:37 PM  
To: david.canham@seiu1021.org; 'XiuMin Li' <XiuMin.Li@seiu1021.org>; 'kschumacher@ifpte21.org' <kschumacher@ifpte21.org>  
Subject: URGENT! PSC # 33116 - 15/16 - MODIFICATIONS  
Importance: High

Hello,

Can you please let me know of your decision regarding my request below?

Elena Baranoff  
Principal Administrative Analyst  
Finance & Administration - Contracts and Purchasing SF Juvenile Probation Department  
375 Woodside Avenue, Room 206  
San Francisco, CA 94127  
Tel: (415) 753-7695

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

From: Baranoff, Elena (JUV)  
Sent: Wednesday, January 16, 2019 10:00 AM  
To: david.canham@seiu1021.org; XiuMin Li <XiuMin.Li@seiu1021.org>; kschumacher@ifpte21.org  
Subject: Request to Waive Advance Notification for PSC # 33116 - 15/16 - MODIFICATIONS

Hello,

I am requesting your approval to waive advanced notification of PSC #33116-15/16 - MODIFICATIONS for Aggression Replacement Training (IART) mandated by CA State Courts for Justice-involved youth in need of anger management support services. The modification to the original PSC extended the term and funding amount for an additional 2 years. The Unions had a 60-day review period, which ended on 1/2/19 (see attached pdf document).

Unfortunately, the duration of the term on the union notification is incorrect due to an input error in the PSC Modification Date (see capture.png). I should have entered the most current modification date, which would have been Dec. 3rd, and not the initial modification date of Nov. 2. I was under the impression that the unions would be notified, since the Union Notification Status (Dept. must trigger) stated "please notify unions." But in the 'Frequently Asked

Questions' section of the PSC database, there is a question that alludes to the need to change the mod date to the most current one, otherwise, the older mod date appears as a historic one and the unions are not notified.

In sum, this was my input error, since my intention was to end the contract term on 12/31/21 and not in November 2020. There are no other changes in PSC #33116 -15/16 - MODIFICATIONS for ART, except the duration of the term.

Can you please waive the advance notification and give your approval by 3pm today in order for these very important services to continue without interruption? My apology for any inconvenience or confusion this may have caused.

Regards,

Elena Baranoff  
Principal Administrative Analyst  
Finance & Administration - Contracts and Purchasing SF Juvenile Probation Department  
375 Woodside Avenue, Room 206  
San Francisco, CA 94127  
Tel: (415) 753-7695.

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

From: dhr-psccordinator@sfgov.org <dhr-psccordinator@sfgov.org> On Behalf Of Elena.Baranoff@sfgov.org  
Sent: Friday, November 2, 2018 11:59 AM  
To: Baranoff, Elena (JUV) <elena.baranoff@sfgov.org>; sarah.wilson@seiu1021.org; thomas.vitale@seiu1021.org; Sandeep.lal@seiu1021.me; leah.berlanga@seiu1021.org; Ricardo.lopez@sfgov.org; Basconcillo, Katherine (PUC) <kbasconcillo@sflower.org>; pcamarillo\_seiu@sbcglobal.net; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; ted.zarzecki@seiu1021.net; davidmkersten@gmail.com; ablood@cirseiu.org; xiumin.li@seiu1021.org; Poon, Sin Yee (HSA) <sin.yee.poon@sfgov.org>; david.canham@seiu1021.org; jtanner940@aol.com; ecassidy@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; amakayan@ifpte21.org; L21PSCReview@ifpte21.org; DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>  
Subject: Receipt of Modification Request to PSC # 33116 - 15/16 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The JUVENILE PROBATION -- JUV has submitted a modification request for a Personal Services Contract (PSC) for \$79,200 for services for the period October 14, 2018 - November 30, 2020. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

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

After logging into the system please select link below:

<https://na01.safelinks.protection.outlook.com/?url=http%3A%2F%2Fapps.sfgov.org%2Fdhrdrupal%2Fnode%2F12076&data=02%7C01%7C%7Cf68806c584074dc3714408d67c04341c%7Ce35c5b2684f74b9ba7c591278c732568%7C0%7C0%7C636832754881185365&data=Y2Zzv7JLy2xVwfGPKryipmQTxG1%2FWeuc45FPkLDqug%3D&reserved=0>  
Email sent to the following addresses: L21PSCReview@ifpte21.org amakayan@ifpte21.org pkim@ifpte21.org kschumacher@ifpte21.org tmathews@ifpte21.org wendywong26@yahoo.com WendyWong26@yahoo.com ecassidy@ifpte21.org jtanner940@aol.com david.canham@seiu1021.org Sin.Yee.Poon@sfgov.org xiumin.li@seiu1021.org ablood@cirseiu.org davidmkersten@gmail.com ted.zarzecki@seiu1021.net pscreview@seiu1021.org Wendy.Frigillana@seiu1021.org pcamarillo\_seiu@sbcglobal.net Kbasconcillo@sflower.org Ricardo.lopez@sfgov.org leah.berlanga@seiu1021.org Sandeep.lal@seiu1021.me thomas.vitale@seiu1021.org sarah.wilson@seiu1021.org

# **Additional Attachment(s)**



**City and County of San Francisco  
Juvenile Probation Department**

**Allen A. Nance**  
Chief Probation Officer

375 Woodside Avenue  
San Francisco, CA 94127  
(415) 753-7800

**Informal Bid (IB) #JUV2018-08**  
**Issue Date: October 19, 2018**  
**Response Date: October 26, 2018 by 5:00 p.m. by Email Only**

**Juvenile Probation Department (JPD):**  
***Aggression Replacement Training (ART) Groups for Youth***

The City and County of San Francisco's Juvenile Probation Department (JPD) is seeking bids from qualified individuals or organizations to provide Aggression Replacement Training (ART) group sessions to Justice-involved youth needing additional support in anger management. The ART program combines anger-control training, social-skills training, and moral reasoning education that is designed to alter aggressive and violent behavior. Youth are referred to ART groups by JPD Probation Officers.

This contract shall have a term of two (2) years, effective from November 16, 2018, to November 30, 2020, In addition, JPD shall have one option to extend the term for a period of one year, which JPD may exercise in its sole, absolute discretion. The anticipated annual contract amount is \$36,000 per year; \$72,000 for a two-year term. The source of funding for these services may include San Francisco County, State and/or Federal funds.

**I. Target Population**

The target population is out-of-custody youth between the ages of 13-18.

**II. Location of Services**

ART sessions will be held in the Administrative Building of the Juvenile Probation Department at 375 Woodside Avenue, Room 328, San Francisco, CA 94127.

**III. Programs Liaison**

In performing the services provided for in this Contract, the Contractor's liaison with the JPD will be the Director of Probation Services, Sara Schumann, or her designee.

**IV. Scope of Services**

The Contractor will be responsible for conducting ART group sessions with a specific curriculum addressing ART components as outlined below.

- A. Components** - ART is an evidence-based, multimodal program that features three coordinated and integrated components:
1. Social Skills (Behavioral Component) – Teaches participants what *to do*, helping them replace antisocial behavior with positive alternatives.
  2. Anger Control (Affective Component) - Teaches participants what *not to do*, helping them respond to anger in a nonaggressive manner and rethink anger-provoking situations.
  3. Moral Reasoning (Cognitive Component) – Teaches participants *to take perspectives* other than their own, helping them to view their world in a more fair and equitable way (i.e., level of fairness, justice, and concern for the needs and rights of others).
- B. Group Sessions** - Contractor will conduct the following group programs:



1. 5-Week Non-Summer Program. Each group meets twice per week for one-hour sessions (a total of two hours per week) and is staffed by two clinicians. The five-week program occurs six times per year.
2. 10-Week Summer Program. Each group meets three times per week for 1.5-hour sessions (a total of 4.5 hours per week) during the summer and is staffed by four clinicians. The summer program occurs once per year.
3. The number of invited youth per each program ranges from seven to ten youth. The minimum group size is three youth.

**C. Class Scheduling** - Contractor will work with the Director of Probation Services, or their designee, to create a schedule of classes and to modify such schedule as necessary. JPD may modify the number of classes per week, class times, duration, location, and the number of units per class depending on unit conditions and other factors. JPD will notify Contractor of any such modifications as far in advance as possible. Contractor agrees that it has the capacity to provide the maximum number of classes contemplated.

## V. Objectives

### A. Service Objectives

1. Enroll at least 35 youth in the ART program per year.
2. Hold a minimum of six, five-week programs and one, ten-week program.

### B. Outcome Objectives

The following measures will be used to assess the effectiveness of the provided services:

- Decrease in conduct problem behavior
- Improved pro-social behavior
- Improved anger control

## VI. Reporting Requirements

A. Contractor shall submit weekly written reports containing the following information:

1. Attendance list per session
2. List of absences of youth per session
3. How each youth participated in each session

B. Upon conclusion of each group session, Contractor shall submit the number of total referrals and the number of youth who graduated.

C. Annual reports are due 45 calendar days following the end of the fiscal year and will summarize the contract activities and reference the tasks as described in Description of Services, Service Objectives, and Outcome Objectives. The Contractor shall work with JPD to create a tool to assess the intervention based on the Outcome Objectives. Contractor will work in collaboration with JPD should JPD require any additional data for evaluation purposes.

D. All reports will be submitted electronically to the following JPD staff:

1. Sara Schumann, Director of Probation Services - [Sara.Schumann@sfgov.org](mailto:Sara.Schumann@sfgov.org)
2. Gary Levene, Sr. Supervising Probation Officer - [Gary.Levene@sfgov.org](mailto:Gary.Levene@sfgov.org)

## VII. PREA Training

The Contractor's employees and agents will comply with all JPD rules and regulations concerning conduct on JPD property and contact with residents and staff. Before entering the Juvenile Justice Center, all Contractor employees will be required to have completed: (1) a background check/fingerprinting through their agency, (2) a 2-hour online Prison Rape Elimination Act (PREA) training or equivalent (exceptions will be made on a case by case basis for one-time visits that will not be reoccurring), and (3) a signed PREA Information and Acknowledgement Form. Proof of completion must be provided to JPD: All Contractor employees must successfully complete an orientation and comply with JPD rules for locked facilities. Contractor employees are required to carry an identification card while in the facility.

## VIII. Minimum Qualifications

1. Three years of verifiable working experience providing ART groups.
2. Proof of training (i.e. certification) to administer and facilitate ART curriculum to groups.
3. Demonstrated familiarity with the target population.
4. Statement that contractor is not headquartered in a state on the Covered State List, per SF Administrative Code Chapter 12X. <https://sfgsa.org/chapter-12x-anti-lgbt-state-ban-list>
5. Respondent must be a current certified vendor or demonstrate the ability to become a certified vendor with the City and County of San Francisco within 10 days of award notice.

## VII. Format

**All respondents must fill out the quote attached in the email and provide a statement, written solely by the respondent, addressing the following items:**

1. Cover page letter with contact information, location, federal tax ID, SF City vendor ID
2. Description of *how* respondent meets the minimum qualifications to provide the requested services (Appendix A)
3. Description of proposed services including *how, where, and when* the services are to be provided (Appendix A)
4. Attach budget with projected program costs and narrative (Appendix B)

## VIII. Selection Criteria

A selection committee comprised of experienced staff will evaluate the proposals. The City intends to evaluate the proposals generally in accordance with the criteria itemized below.

### A. Proposal Narrative (40 pts)

Proposal demonstrates understanding of the services as described in this IB. Proposal demonstrates a strong approach to delivering services requested.

### B. Organization and Project Staff Qualifications (35 pts)

1. The individual or organization has demonstrated experience providing services related to those described in this IB.
2. Applicant demonstrates appropriate experience, professional qualifications, and education of staff assigned to the project.

### C. Budget Forms (25 pts)

Budget displays a reasonable allocation of costs, with adequate explanation in the budget narrative. Total cost for the deliverables is reasonable and listed as a not-to-exceed amount.

Total Available Points is 100. *Respondents must receive a minimum of 70% of the available points to be considered for award.*

**Email complete response package by October 26, 2018 to Elena Baranoff at:  
elena.baranoff@sfgov.org and to jpd.rfp@sfgov.org.**

**Please note that late submissions will not be accepted nor considered for review.**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: JUVENILE PROBATION – JUV Dept. Code: JUV

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

Type of Approval:  Expedited  Regular ( Omit Posting)

Type of Service: Aggression Replacement Training

Funding Source: General PSC Duration: 3 years  
PSC Amount: \$99,000 PSC Est. Start Date: 10/14/2015 PSC Est. End Date: 10/13/2018

**1. Description of Work**

**A. Scope of Work:**

Contractor shall provide:

Aggression Replacement Training (ART) groups which teach youth to control their anger more effectively. Aggression Replacement Training (ART) is a research-based, proven-effective approach for working with challenging youth.

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

This service will allow at risk youth to develop life skills that help them to deal with difficult situations in a non aggressive manner. If this service is denied the consequence is that youth who receive services from the Juvenile Probation Department's Probation Services will have limited options to help them develop skills that can help them to become productive when they reenter their communities.

**C. Has this service been provided in the past. If so, how? If the service was provided via a PSC, provide the most recently approved PSC # and upload a copy of the PSC.**  
No this service was not provided by the Juvenile Probation Department in the past.

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

**2. Union Notification:** On 07/14/2015, the Department notified the following employee organizations of this PSC/RFP request: Probation Officers Association; Prof & Tech Eng, Local 21; SEIU 1021 Miscellaneous; SEIU Local 1021

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 33116 - 15/16

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 08/19/2015

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

A. Specify required skills and/or expertise:

Aggression Replacement Training features three coordinated and integrated components:  
Social Skills Training, Anger Control and Moral Reasoning

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

2910,8320,8562,8566,

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

No

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

A. Explain why civil service classes are not applicable:

None of the aforementioned civil service classes are trained to provide Aggression Replacement Training.

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

It would not be necessary for the civil service to create a position to provide Aggression Replacement Training. Aggression Replacement Training is a small portion of the services provided to youth linked with Probation Services. The Juvenile Probation Department would not be able to support a position to specifically provide

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

**YES NO**

- |  |                          |                                     |
|--|--------------------------|-------------------------------------|
| A. Will the contractor directly supervise City and County employee?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| B. Will the contractor train City and County employee?<br>Explanation of training has not been provided.     | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| C. Are there legal mandates requiring the use of contractual services?                                       | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| D. Are there federal or state grant requirements regarding the use of contractual services?                  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| E. Has a board or commission determined that contracting is the most effective way to provide this service?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD  
ON 08/14/2015 BY:

Name: Sheila Layton Phone: 415-753-7562 Email: Sheila.Layton@sfgov.org

Address: 375 Woodside Ave Rm 206 San Francisco, CA 94127

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: JUVENILE PROBATION

Dept. Code: JUV

Type of Request:  Initial  Modification of an existing PSC (PSC # 34673 - 16/17)

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

Type of Service: Education and Employment Services

Funding Source: General Funds

PSC Original Approved Amount: \$100,000 PSC Original Approved Duration: 10/01/16 - 09/29/21 (4 years 52 weeks)

PSC Mod#1 Amount: \$206,250 PSC Mod#1 Duration: 11/07/18-06/30/21 (0 sec)

PSC Cumulative Amount Proposed: \$306,250 PSC Cumulative Duration Proposed: 4 years 39 weeks

**1. Description of Work**

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

Department seeks a Contractor to provide educational support and vocational training services to create a continuum of activities and resources that prepare youth for gainful employment.

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

This service is necessary to prepare youth for employment opportunities. Denial will limit educational support and vocational opportunities to youth who are linked with the Juvenile Probation Department.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.  
Yes thru PSC 34673-16/17.

D. Will the contract(s) be renewed?

There is a chance the service may be renewed if funding is made 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:

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

A. Display all that apply

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

Explain the qualifying circumstances:

The Board of Supervisors provided funding for a 2 year basis and the department is not sure if funding will continue beyond a 2 year term.

B. Reason for the request for modification:

To extend the term of the PSC for a contract renewal and to increase the funding amount of the PSC to match the budget amount of the contract renewal.

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

A. Specify required skills and/or expertise: Necessary expertise is as follows: -Comprehensive academic/vocational needs assessment and guidance in selecting a training pathway that meets their youths' goals -Guidance and access to resources for college applications or vocational training, including the potential for scholarship funding, pre-vocational training programs or a paid internship at one of Contractor's employer placements -Soft skills (communication, time-management, problem-solving skills, etc.) and specific skills job training offered by Contractor or through one of Contractor's partner organizations -Coaching and mentoring before, during, and after successful enrollment in college or placement in a work setting from either Contractor's staff or a specifically trained mentor that will provide additional intensive support and guidance -Coordination, monitoring, and evaluation of all activities by Contractor with continuous program improvements based on youth and other stakeholder feedback

B. Which, if any, civil service class(es) normally perform(s) this work? 9770, Community Development Asst; 9772, Community Development Spec;

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.

There are no classifications that meet the specific needs for the required services.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: The department does not have the resources to fund a position to provide these services.

**6. Additional Information**

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

No.

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

There is no provision of training in this program service for juveniles involved in the justice system.

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

No.

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

7. **Union Notification:** On 11/07/18, 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: Elena Baranoff Phone: 415-753-7560 Email: Elena.Baranoff@sfgov.org

Address: 375 Woodside Ave, San Francisco, CA 94127

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 34673 - 16/17

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 02/04/2019



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

**From:** [dhrr-psccordinator@sfgov.org](mailto:dhrr-psccordinator@sfgov.org) on behalf of [Elena.Baranoff@sfgov.org](mailto:Elena.Baranoff@sfgov.org)  
**To:** [Baranoff, Elena \(JUV\)](mailto:Baranoff.Elena@juv.org); [Ricardo.lopez@sfgov.org](mailto:Ricardo.lopez@sfgov.org); [Basconcillo, Katherine \(PUC\)](mailto:Basconcillo.Katherine@puc.org); [pcamarillo\\_seiu@sbcglobal.net](mailto:pcamarillo_seiu@sbcglobal.net);  
[Wendy.Frigillana@seiu1021.org](mailto:Wendy.Frigillana@seiu1021.org); [pscreview@seiu1021.org](mailto:pscreview@seiu1021.org); [ted.zarzecki@seiu1021.net](mailto:ted.zarzecki@seiu1021.net);  
[davidmkersten@gmail.com](mailto:davidmkersten@gmail.com); [ablood@cirseiu.org](mailto:ablood@cirseiu.org); [xiumin.li@seiu1021.org](mailto:xiumin.li@seiu1021.org); [Poon, Sin Yee \(HSA\)](mailto:Poon.SinYee@hsa.org);  
[david.canham@seiu1021.org](mailto:david.canham@seiu1021.org); [jtanner940@aol.com](mailto:jtanner940@aol.com); [DHR-PSCCoordinator, DHR \(HRD\)](mailto:DHR-PSCCoordinator@hrd.org)  
**Subject:** Receipt of Modification Request to PSC # 34673 - 16/17 - MODIFICATIONS  
**Date:** Wednesday, November 7, 2018 11:57:02 AM

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PSC RECEIPT of Modification notification sent to Unions and DHR

The JUVENILE PROBATION -- JUV has submitted a modification request for a Personal Services Contract (PSC) for \$206,250 for services for the period November 7, 2018 – June 30, 2021. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

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

After logging into the system please select link below:

<http://apps.sfgov.org/dhrrupal/node/12167>

Email sent to the following addresses: [jtanner940@aol.com](mailto:jtanner940@aol.com)  
[david.canham@seiu1021.org](mailto:david.canham@seiu1021.org) [Sin.Yee.Poon@sfgov.org](mailto:Sin.Yee.Poon@sfgov.org) [xiumin.li@seiu1021.org](mailto:xiumin.li@seiu1021.org)  
[ablood@cirseiu.org](mailto:ablood@cirseiu.org) [davidmkersten@gmail.com](mailto:davidmkersten@gmail.com) [ted.zarzecki@seiu1021.net](mailto:ted.zarzecki@seiu1021.net)  
[pscreview@seiu1021.org](mailto:pscreview@seiu1021.org) [Wendy.Frigillana@seiu1021.org](mailto:Wendy.Frigillana@seiu1021.org)  
[pcamarillo\\_seiu@sbcglobal.net](mailto:pcamarillo_seiu@sbcglobal.net) [Kbasconcillo@sfgov.org](mailto:Kbasconcillo@sfgov.org)  
[Ricardo.lopez@sfgov.org](mailto:Ricardo.lopez@sfgov.org)

# **Additional Attachment(s)**

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

Department: JUVENILE PROBATION -- JUVDept. Code: JUVType of Request:  Initial  Modification of an existing PSC (PSC # \_\_\_\_\_)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: Education and Employment ServicesFunding Source: General FundsPSC Duration: 4 years 52 weeksPSC Amount: \$100,000**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

Department seeks a Contractor to provide educational support and vocational training services to create a continuum of activities and resources that prepare youth for gainful employment.

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

This service is necessary to prepare youth for employment opportunities. Denial will limit educational support and vocational opportunities to youth who are linked with the Juvenile Probation Department.

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

Not applicable

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

There is a chance the service may be renewed if funding is made available.

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

not applicable

**2. Reason(s) for the Request****A. Indicate all that apply (be specific and attach any relevant supporting documents):**

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 Board of Supervisors provided funding for a 2 year basis and the department is not sure if funding will continue beyond a 2 year term.

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

**A. Specify required skills and/or expertise:** Necessary expertise is as follows: -Comprehensive academic/vocational needs assessment and guidance in selecting a training pathway that meets their youths' goals -Guidance and access to resources for college applications or vocational training, including the potential for scholarship funding, pre-vocational training programs or a paid internship at one of Contractor's employer placements -Soft skills (communication, time-management, problem-

solving skills, etc.) and specific skills job training offered by Contractor or through one of Contractor's partner organizations -Coaching and mentoring before, during, and after successful enrollment in college or placement in a work setting from either Contractor's staff or a specifically trained mentor that will provide additional intensive support and guidance -Coordination, monitoring, and evaluation of all activities by Contractor with continuous program improvements based on youth and other stakeholder feedback

B. Which, if any, civil service class(es) normally perform(s) this work? 9770, Community Development Asst; 9772, Community Development Spec;

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

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

There are currently no classifications that provide the required services.

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

A. Explain why civil service classes are not applicable.

There are no classifications that meet the specific needs for the required services.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. The department does not have the resources to fund a position to provide these services.

**6. Additional Information**

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

No.

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

There will be no need for training with this contract.

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

No.

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

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 08/05/2016, 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: Sheila Layton Phone: 415-753-7562 Email: Sheila.Layton@sfgov.org

Address: 375 Woodside Ave San Francisco, CA 94127

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 34673 - 16/17

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 08/16/2016

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: ARTS COMMISSION

Dept. Code: ART

Type of Request:  Initial  Modification of an existing PSC (PSC # 33586 - 18/19)

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

Type of Service: Market Management

Funding Source: General Fund

PSC Original Approved Amount: \$60,000

PSC Original Approved Duration: 08/15/18 - 02/15/19 (26 weeks 2 days)

PSC Mod#1 Amount: \$140,000

PSC Mod#1 Duration: 02/16/19-06/30/20 (1 year 19 weeks)

PSC Cumulative Amount Proposed: \$200,000

PSC Cumulative Duration Proposed: 1 year 45 weeks

**1. Description of Work**

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

MJM Management group will perform on-site market management for the Embarcadero Plaza art market. They will act as a liaison between the Arts Commission and currently licensed artists, provide event management support between permitted events and artists, provide security and deescalation services for artists and other members of the public, and assist with the general set-up and take-down of the market on Friday, Saturday, and Sunday.

**Scope Change**

The only change is the duration. Extending until June 2020.

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

The Embarcadero Plaza is a multi-use site. Events, protests, tourists, commuters, art vendors, local businesses, and a high volume of people living on the street all share this space. Currently, there is no on-site management for the city's role here. It's a shared jurisdiction between Rec & Park, San Francisco Municipal Transit Authority, Department of Public Works, Boston Properties, the Port, and the Arts Commission. Multiple types of skills are needed to ensure smooth sailing at the market, and safety for public use. It is essential that a contractor with multiple skill areas be engaged. Without an effective on-site manager, the market will see an increasing number of safety, event, and street use service issues without designated oversight and the ability to be timely in the city's response.

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

Yes

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

This current contract is for a trial run of six months. If found to be successful, the Arts Commission will look to renew the contract for a longer period of time.

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

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

A. Display all that apply

- Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).
- Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator).
- Cases where future funding is so uncertain that the establishment of new civil service positions, classes or programs is not feasible (including situations where there is grant funding).

Explain the qualifying circumstances:

These services are only required on the weekend and as-needed depending on event permits. They require resources the city lacks, to be able to establish a temporary on-site location for doing business that is set-up and removed every day. Current funding for the art vendor program is tied to a program with dropping participation.

B. Reason for the request for modification:

The original start date of the contract was late. The Arts Commission is expanding this work with the current contractor until the end of June 2019. The Commission plans to continue this work until June 2020.

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

A. Specify required skills and/or expertise: Language Access - must be able to provide services in Spanish, Cantonese (Chinese and Mandarin), and Korean as needed. Deescalation Training - must be familiar with deescalation and other city outreach services such as Homeless Outreach Team. Security - must be able to provide trained security guards Market Administration - event coordination, management of different entities and groups around permits physical logistics of the space Cash Handling - must be able to take credit card and check payments Ability to set-up and take-down the temporary management space

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

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: The contractor may choose to bring a tent from which to conduct business. The Arts Commission will provide all necessary electronic equipment needed, but does not have the capacity or location on site to store a tent for the market.

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

Not Applicable

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

A. Explain why civil service classes are not applicable.



This is a part time, weekend contract for a variety of skills. As far as the Arts Commission knows, there are no civic service classes able to perform the work.

- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: It appears that the city has been contracting with management groups or granting out to event management nonprofits so as to cover the multiple skills of this work. Since that has been the process, it seems that it is not practical to adopt a new civil service class.

**6. Additional Information**

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

**7. Union Notification:** On 12/12/18, the Department notified the following employee organizations of this PSC/RFP request:  
all unions were notified

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

Name: Kevin R. Quan Phone: 415-252-2230 Email: Kevin.r.quan@sfgov.org

Address: 401 Van Ness Ave, Ste 325, San Francisco, CA 94102

\*\*\*\*\*

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 33586 - 18/19

DHR Analysis/Recommendation:  
Commission Approval Required  
DHR Approved for 02/04/2019

Civil Service Commission Action:

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

**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [Kevin.r.quan@sfgov.org](mailto:Kevin.r.quan@sfgov.org)  
**To:** [PSC RECEIPT of Modification notification sent to Unions and DHR](mailto:Quan, Kevin (ART); Wanless, Annie (HRD); kcartermartinez@cirseiu.org; ecassidy@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; sarah.wilson@seiu1021.org; kschumacher@ifpte21.org; kpage@ifpte21.org; tienkins@uapd.com; eerbach@ifpte21.org; tmathews@ifpte21.org; amakayan@ifpte21.org; jb@local16.org; Ricardo.lopez@sfgov.org; Basconillo, Katherine (PUC); Sandeep.lal@seiu1021.me; pcamarillo_seiu@sbcglobal.net; MRainsford@Local39.org; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; pkim@ifpte21.org; agonzalez@lam1414.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; gail@sffdlocal798.org; cityworker@sfcwu.org; davidmkersten@gmail.com; djohnson@opcmialocal300.org; hodlocal@pacbell.net; ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org; xiumin.li@seiu1021.org; Poon, Sin Yee (HSA); smcgarry@nccrc.org; rmitchell@twusf.org; grojo@Local39.org; iduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org; L21PSCReview@ifpte21.org; sfsmsa@gmail.com; mshelley@dc16.us; david.canham@seiu1021.org; jtanner940@aol.com; oashworth@ibew6.org; L21PSCReview@ifpte21.org; LIUNA.local261@gmail.com; local200twu@sbcglobal.net; speedy4864@aol.com; Christina@sfmea.com; ecdemvoter@aol.com; thomas.vitale@seiu1021.org; Trickey, Anne (ART); DHR-PSCCoordinator, DHR (HRD)</a><br/><b>Subject:</b> Receipt of Modification Request to PSC # 33586 - 18/19 - MODIFICATIONS<br/><b>Date:</b> Wednesday, December 12, 2018 1:07:23 PM</p><hr/></div><div data-bbox=)

The ARTS COMMISSION -- ART has submitted a modification request for a Personal Services Contract (PSC) for \$140,000 for services for the period February 16, 2019 – June 30, 2020. 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/12300>

Email sent to the following addresses: [ecdemvoter@aol.com](mailto:ecdemvoter@aol.com) [jtanner940@aol.com](mailto:jtanner940@aol.com) [david.canham@seiu1021.org](mailto:david.canham@seiu1021.org) [Sin.Yee.Poon@sfgov.org](mailto:Sin.Yee.Poon@sfgov.org) [xiumin.li@seiu1021.org](mailto:xiumin.li@seiu1021.org) [ablood@cirseiu.org](mailto:ablood@cirseiu.org) [davidmkersten@gmail.com](mailto:davidmkersten@gmail.com) [ted.zarzecki@seiu1021.net](mailto:ted.zarzecki@seiu1021.net) [pscreview@seiu1021.org](mailto:pscreview@seiu1021.org) [Wendy.Frigillana@seiu1021.org](mailto:Wendy.Frigillana@seiu1021.org) [pcamarillo\\_seiu@sbcglobal.net](mailto:pcamarillo_seiu@sbcglobal.net) [Kbasconillo@sfgov.org](mailto:Kbasconillo@sfgov.org) [Ricardo.lopez@sfgov.org](mailto:Ricardo.lopez@sfgov.org) [leah.berlanga@seiu1021.org](mailto:leah.berlanga@seiu1021.org) [Sandeep.lal@seiu1021.me](mailto:Sandeep.lal@seiu1021.me) [thomas.vitale@seiu1021.org](mailto:thomas.vitale@seiu1021.org) [sarah.wilson@seiu1021.org](mailto:sarah.wilson@seiu1021.org)

# **Additional Attachment(s)**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: ARTS COMMISSION -- ART

Dept. Code: ART

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

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

Type of Service: Market Management

Funding Source: General Fund

PSC Amount: \$60,000

PSC Est. Start Date: 08/15/2018

PSC Est. End Date 02/15/2019

**1. Description of Work**

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

MJM Management group will perform on-site market management for the Embarcadero Plaza art market. They will act as a liaison between the Arts Commission and currently licensed artists, provide event management support between permitted events and artists, provide security and deescalation services for artists and other members of the public, and assist with the general set-up and take-down of the market on Friday, Saturday, and Sunday.

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

The Embarcadero Plaza is a multi-use site. Events, protests, tourists, commuters, art vendors, local businesses, and a high volume of people living on the street all share this space. Currently, there is no on-site management for the city's role here. It's a shared jurisdiction between Rec & Park, MTA, DPW, Boston Properties, the Port, and the Arts Commission. Multiple types of skills are needed to ensure smooth sailing at the market, and safety for public use. It is essential that a contractor with multiple skill areas be engaged. Without an effective on-site manager, the market will see an increasing number of safety, event, and street use service issues without designated oversight and the ability to be timely in the city's response.

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

The Embarcadero Plaza location has long been a central hub of San Francisco. The art market there has existed since the 1970s. For many years, a volunteer artist assisted with the general management of the market. However, as this location has increased in its foot traffic, use, and popularity for other events, this is not longer a role one volunteer can accomplish. In order to decrease liability and increase the effectiveness of the market, the Arts Commission has moved forward with contracting for a market management team.

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

This current contract is for a trial run of six months. If found to be successful, the Arts Commission will look to renew the contract for a longer period of time.

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

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

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

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

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

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

B. Explain the qualifying circumstances:

These services are only required on the weekend and as-needed depending on event permits. They require resources the city lacks, to be able to establish a temporary on-site location for doing business that is set-up and removed every day. Current funding for the art vendor program is tied to a program with dropping participation.

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

A. Specify required skills and/or expertise: Language Access - must be able to provide services in Spanish, Cantonese (Chinese and Mandarin), and Korean as needed. Deescalation Training - must be familiar with deescalation and other city outreach services such as H.O.T. Security - must be able to provide trained security guards Market Administration - event coordination, management of different entities and groups around permits physical logistics of the space Cash Handling - must be able to take credit card and check payments Ability to set-up and take-down the temporary management space

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

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: The contractor may choose to bring a tent from which to conduct business. The Arts Commission will provide all necessary electronic equipment needed, but does not have the capacity or location on site to store a tent for the market.

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

There is no singular civil service class that can provide the necessary oversight for this project due to the multiple skill-sets needed. This is the first time the Arts Commission is looking to provide on-site market management. MJM was recommended to the Arts Commission by Rec & Park, the Arts Commission's most involved partner on-site.

**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 part time, weekend contract for a variety of skills. As far as the Arts Commission knows, there are no civic service classes able to perform the work.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. It appears that the city has been contracting with management groups or granting out to event management nonprofits so as to cover the multiple skills of this work. Since that has been the process, it seems that it is not practical to adopt a new civil service class.

**6. Additional Information**

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not. No. There won't be any training of city employees. The Arts Commission will train the contractor on the program needs.

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

7. **Union Notification:** On 08/07/2018, 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: Kevin R. Quan Phone: 415-252-2230 Email: Kevin.r.quan@sfgov.org

Address: 401 Van Ness Ave, Ste 325 San Francisco, CA 94102

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 33586 - 18/19

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 08/17/2018



PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH

Dept. Code: DPH

Type of Request:  Initial  Modification of an existing PSC (PSC # 46987 - 16/17)

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

Type of Service: Mental Health Services for Children, Youth and Families

Funding Source: Medi-Cal, State Rlgmt, Genl Fund

PSC Original Approved Amount: \$75,000,000 PSC Original Approved Duration: 07/01/17 - 06/30/22 (5 years)

PSC Mod#1 Amount: \$35,000,000 PSC Mod#1 Duration: no duration added

PSC Cumulative Amount Proposed: \$110,000,000 PSC Cumulative Duration Proposed: 5 years

**1. Description of Work**

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

Culturally appropriate mental health services for children, youth and their families will be provided by multiple contractors, which together form a System of Care to address the broad continuum of needs and illnesses presented by these clients. Services will include outpatient mental health services; educationally related mental health services, success, opportunity, achievement resiliency classrooms; classroom educational enrichment program, intensive supervision and clinical services, residential based mental health outpatient, mental health assessment therapy, collateral and community based wraparound services, specialty Mental Health services, community-based violence and trauma recovery services, community-based day treatment services, short term residential therapeutic programs, intensive treatment foster care and treatment foster care, day treatment services, intensive/day rehabilitative services, therapeutic behavioral services, therapeutic visitation services, and targeted case management.

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

Without these services, children, youth and their families will be exposed to increased levels of addiction, anxiety, depression, post-traumatic stress disorder, trauma, post-trauma, and other symptoms. There may also be a generalized sense of increased collective helplessness throughout the community when related to significant numbers the community with untreated mental illness, leading to communities which feel besieged and victimized. Not providing the services may result in increased lawsuits and related costs, as well as dis-allowance of State and Federal funding for failing to expend funds within regulatory guidelines.

**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 expects the need to provide these Federal, State and General Fund supported services to provide behavioral health 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:

The City does not have the facilities (including space for provision of services and offices), resources or capacity to provide these critical services for children, youth, and their families, which provide an integral part of the City's system of care.

B. Reason for the request for modification:

increase amount

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

A. Specify required skills and/or expertise: Contractors must have appropriately trained, licensed or certified staff and facilities which comply with applicable State laws and regulations, chiefly, California Welfare and Institutions Code Sect. 5000.

B. Which, if any, civil service class(es) normally perform(s) this work? 2110, Medical Records Clerk; 2230, Physician Specialist; 2232, Senior Physician Specialist; 2305, Psychiatric Technician; 2320, Registered Nurse; 2328, Nurse Practitioner; 2552, Dir of Act, Therapy & Vol Svcs; 2574, Clinical Psychologist; 2585, Health Worker 1; 2586, Health Worker 2; 2587, Health Worker 3; 2588, Health Worker 4; 2589, Health Program Coordinator 1; 2591, Health Program Coordinator 2; 2593, Health Program Coordinator 3; 2706, Housekeeper/Food Service Clnr; 2822, Health Educator; 2908, Hospital Eligibility Worker; 2910, Social Worker; 2913, Program Specialist; 2915, Program Specialist Supervisor; 2920, Medical Social Worker; 2930, Psychiatric Social Worker; 2935, Sr Marriage, Fam & Cld Cnslr;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. Contractors will maintain appropriate community facilities that are licensed and otherwise compliant with external funding and regulatory requirements for provision of contracted services.

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

Community-based behavioral health contractors provide cultural expertise and linkages otherwise unavailable through Civil Service classifications. Civil Service staff work in partnership with contractors, which are mostly non-profit organizations, and through these collaborations the City is able to offer higher quality, more accessible mental health services to its residents.

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

perform this work. However, demand exceeds the capacity at City facilities to provide these services, so that City uses contractors to meet as many of the clients' needs as possible.

**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.  
These services do not include formal training for civil service staff, however, there may be knowledge transfer opportunities through civil service staff's ongoing work to coordinate with community based and other providers.
  
- C. Are there legal mandates requiring the use of contractual services?  
No.
  
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
  
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
  
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

**7. Union Notification:** On 05/25/18, the Department notified the following employee organizations of this PSC/RFP request:

SEIU, Local 1021 (Staff Nurse & Per Diem Nurse); SEIU Local 1021; SEIU 1021 Miscellaneous; Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21; Physicians and Dentists - 8CC; Management & Superv Local 21; Architect & Engineers, Local 21;

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

Name: Jacquie Hale Phone: (415) 554-2609 Email: jacquie.hale@sfdph.org

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 46987 - 16/17

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 02/04/2019

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

## Hale, Jacquie (DPH)

---

**From:** dhr-psccordinator@sfgov.org on behalf of jacquie.hale@sfdph.org  
**Sent:** Friday, May 25, 2018 5:51 PM  
**To:** Hale, Jacquie (DPH); sarah.wilson@seiu1021.org; thomas.vitale@seiu1021.org; Sandeep.lal@seiu1021.me; leah.berlanga@seiu1021.org; Ricardo.lopez@sfgov.org; Basconcillo, Katherine (PUC); pcamarillo\_seiu@sbcglobal.net; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; ted.zarzecki@seiu1021.net; davidmkersten@gmail.com; ablood@cirseiu.org; xiumin.li@seiu1021.org; Poon, Sin Yee (HSA); david.canham@seiu1021.org; jtanner940@aol.com; amakayan@ifpte21.org; tjenkins@uapd.com; jduritz@uapd.com; tekpro49@comcast.net; WendyWong26@yahoo.com; wendywong26@yahoo.com; mathews.timothy@gmail.com; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Modification Request to PSC # 46987 - 16/17 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The PUBLIC HEALTH – DPH has submitted a modification request for a Personal Services Contract (PSC) for \$35,000,000 for services for the period July 1, 2018

– June 30, 2022. 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/11099>

Email sent to the following addresses: L21PSCReview@ifpte21.org pkim@ifpte21.org eerbach@ifpte21.org kpage@ifpte21.org kschumacher@ifpte21.org mathews.timothy@gmail.com wendywong26@yahoo.com WendyWong26@yahoo.com tekpro49@comcast.net jduritz@uapd.com tjenkins@uapd.com amakayan@ifpte21.org jtanner940@aol.com david.canham@seiu1021.org Sin.Yee.Poon@sfgov.org xiumin.li@seiu1021.org ablood@cirseiu.org davidmkersten@gmail.com ted.zarzecki@seiu1021.net pscreview@seiu1021.org Wendy.Frigillana@seiu1021.org pcamarillo\_seiu@sbcglobal.net Kbasconcillo@sfgwater.org Ricardo.lopez@sfgov.org leah.berlanga@seiu1021.org Sandeep.lal@seiu1021.me thomas.vitale@seiu1021.org sarah.wilson@seiu1021.org

**From:** Hale, Jacquie (DPH)  
**To:** "L21PSCReview@ifpte21.org"; "pkim@ifpte21.org"; "eerbach@ifpte21.org"; "kpage@ifpte21.org"; "kschumacher@ifpte21.org"; "mathews.timothy@gmail.com"; "wendywong26@yahoo.com"; "WendyWong26@yahoo.com"; "tekpro49@comcast.net"; "jduritz@uapd.com"; "tjenkins@uapd.com"; "amakayan@ifpte21.org"; "jtanner940@aol.com"; "david.canham@seiu1021.org"; Poon, Sin Yee (HSA); "xiumin.li@seiu1021.org"; "ablood@cirseiu.org"; "davidmkersten@gmail.com"; "ted.zarzecki@seiu1021.net"; "pscreview@seiu1021.org"; "Wendy.Frigillana@seiu1021.org"; "pcamarillo\_seiu@sbcglobal.net"; "leah.berlanga@seiu1021.org"; "Sandeep.lal@seiu1021.me"; "thomas.vitale@seiu1021.org"; "sarah.wilson@seiu1021.org"; DHR-PSCCoordinator, DHR (HRD); Moreno, Mario C. (DPH); Girma, Mahlet (DPH)  
**Cc:** Choi, Suzanne (HRD); Moreno, Mario C. (DPH); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** FW: Modification Request to PSC # 46987 - 16/17 - MODIFICATIONS  
**Date:** Tuesday, January 15, 2019 12:20:00 PM  
**Attachments:** 46987-1617 Union Notification 5-25-18.pdf

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Please note that the notification sent below is a courtesy notification, as the original notification was sent on May 25, 2018 (attached). Thank you.

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**From:** Hale, Jacquie (DPH)  
**Sent:** Tuesday, January 15, 2019 11:53 AM  
**To:** 'L21PSCReview@ifpte21.org' <L21PSCReview@ifpte21.org>; 'pkim@ifpte21.org' <pkim@ifpte21.org>; 'eerbach@ifpte21.org' <eerbach@ifpte21.org>; 'kpage@ifpte21.org' <kpage@ifpte21.org>; 'kschumacher@ifpte21.org' <kschumacher@ifpte21.org>; 'mathews.timothy@gmail.com' <mathews.timothy@gmail.com>; 'wendywong26@yahoo.com' <wendywong26@yahoo.com>; 'WendyWong26@yahoo.com' <WendyWong26@yahoo.com>; 'tekpro49@comcast.net' <tekpro49@comcast.net>; 'jduritz@uapd.com' <jduritz@uapd.com>; 'tjenkins@uapd.com' <tjenkins@uapd.com>; 'amakayan@ifpte21.org' <amakayan@ifpte21.org>; 'jtanner940@aol.com' <jtanner940@aol.com>; 'david.canham@seiu1021.org' <david.canham@seiu1021.org>; Poon, Sin Yee (HSA) <sin.yee.poon@sfgov.org>; 'xiumin.li@seiu1021.org' <xiumin.li@seiu1021.org>; 'ablood@cirseiu.org' <ablood@cirseiu.org>; 'davidmkersten@gmail.com' <davidmkersten@gmail.com>; 'ted.zarzecki@seiu1021.net' <ted.zarzecki@seiu1021.net>; 'pscreview@seiu1021.org' <pscreview@seiu1021.org>; 'Wendy.Frigillana@seiu1021.org' <Wendy.Frigillana@seiu1021.org>; 'pcamarillo\_seiu@sbcglobal.net' <pcamarillo\_seiu@sbcglobal.net>; 'Basconcillo, Katherine (PUC)' <Ricardo.lopez@sfgov.org>; 'Ricardo.lopez@sfgov.org' <Ricardo.lopez@sfgov.org>; 'leah.berlanga@seiu1021.org' <leah.berlanga@seiu1021.org>; 'Sandeep.lal@seiu1021.me' <Sandeep.lal@seiu1021.me>; 'thomas.vitale@seiu1021.org' <thomas.vitale@seiu1021.org>; 'sarah.wilson@seiu1021.org' <sarah.wilson@seiu1021.org>  
**Cc:** DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>; Moreno, Mario C. (DPH) <mario.c.moreno@sfdph.org>; Girma, Mahlet (DPH) <mahlet.girma@sfdph.org>  
**Subject:** Modification Request to PSC # 46987 - 16/17 - MODIFICATIONS

The Department of Public Health has submitted a modification request for a Personal Services Contract (PSC) for \$35,000,000 for services for the period July 1, 2018 – June 30, 2022 for calendaring for the February 4, 2019, meeting of the Civil Service Commission. To view this PSC request, after logging into the system please select link below:  
<http://apps.sfgov.org/dhrDrupal/node/11099>.

# **Additional Attachment(s)**



City and County of San Francisco  
London Breed, Mayor

## San Francisco Department of Public Health

Greg Wagner  
Acting Director of Health

DATE: January 14, 2019

TO: Suzanne Choi, DHR PSC Coordinator

FROM: Jacquie Hale, Director, DPH Office of Contract Management and Compliance,  
DPH Business Office

RE: PSC 46987-16/17 Mental Health Services for Children, Youth and Families

This is to request that the above Personal Services Contract (PSC) be calendared for the February 4, 2019, meeting of the Civil Service Commission.

SEIU Local 1021 has asked questions about this PSC and requested to meet with DPH for information. DPH and SEIU did meet, and DPH responded to SEIU's questions. SEIU presented further questions, which DPH is in the process of responding.

May 25, 2018	DPH notified unions
June 19, 2018	SEIU requested meeting
June 21, 2018	DPH and SEIU met
October 19, 2018	DPH provided meeting notes to SEIU
November 5, 2018	SEIU presented further questions to DPH
January 14, 2019	DPH responded to SEIU's further questions

DPH remains willing to meet with SEIU to provide information, and we respectfully request approval of this PSC so that we can continue with the approval process for the contracts it covers, which provide critically needed outpatient mental health services to children, youth, and their families in community locations throughout the City.

We are happy to provide further information to the Commission or to SEIU on these contracts and this PSC. Please let me know if you need further information. Thank you.

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The mission of the San Francisco Department of Public Health is to protect and promote the health of all San Franciscans.

We shall ~ Assess and research the health of the community ~ Develop and enforce health policy ~ Prevent disease and injury ~  
~ Educate the public and train health care providers ~ Provide quality, comprehensive, culturally-proficient health services ~ Ensure equal access to all ~

Jacquie.hale@sfdph.org – office 415-554-2509 fax 415 554-2555

101 Grove Street, Room 307, San Francisco, CA 94102



Suzanne Choi, DHR PSC Coordinator  
October 25, 2017  
Page 2 of 2

cc: Mario Moreno, Director, Office of Contract Management and Compliance

---

**From:**  
**Sent:**  
**To:**  
**Cc:**  
**Subject:**

Hello Jacquie and Mahlet,

I understand that we will be meeting on Thursday about the first 2 PSCs, but I am going to go ahead and send over questions for the remaining ones to help expedite the info gathering and response on your end.

We hope to get answers on these questions prior or at the latest at the meeting so we can be prepared for some productive discussions.

Cheers,  
Xiu

General Questions related to PSCs:

1. When does the Department submit these PSCs or Contracts or RFPs to the Health Commission?

Specific questions for these PSCs:

1. PSC#2011-08/09

- a. What efforts has the Department made in securing facilities so these services can be brought back in-house?
- b. Estimated # of clients serviced on a daily, weekly, monthly and annual basis?
- c. What kinds of services are provided Out of County?
- d. What types of clients require out of county services?
- e. What types of positions are housed by these contractors to work on this PSC? Please provide a list of positions, job posting, salary and job descriptions. How many FTEs per classification identified in this PSC work on these services?
- f. Please provide a complete list of the contractors currently providing these services. If any of the services are being provided within DPH programs by a contractor's employees, please provide the names of those DPH programs.
- g. Does the Department anticipate contracting out these services to any additional contractor(s) between now and the expiration date of the PSC? If so, which services and which contractor(s)?

2. PSC#41279-13/14

- a. PSC states the qualifying reason for the request is that the city lacks the resources to provide this service. What efforts have been made to secure the resources to do the work in-house? What specific resources is the city lacking?
- b. Under Question 5, PSC states the Department is in the process of evaluating whether some functions could be performed by CS staff in the future? Where are you at in this process? What classifications have been identified? What is the timeline and next step for creating exams for these classifications?

- c. What types of positions are housed by these contractors to work on this PSC? Please provide a list positions, job posting, salary and job descriptions.
- d. How many FTEs per classification identified in this PSC work on these services?
- e. How many additional FTEs per classifications have been filled in the last year?
- f. Please provide a complete list of the contractors currently providing these services. If any of the services are being provided within DPH programs by a contractor's employees, please provide the names of those DPH programs.
- g. Does the Department anticipate contracting out these services to any additional contractor(s) between now and the expiration date of the PSC? If so, which services and which contractor(s)?

3. PSC#48070-13/14

- a. Estimated # of clients serviced on a daily, weekly, monthly and annual basis?
- b. What types of positions are housed by these contractors to work on this PSC? Please provide a list positions, job posting, salary and job descriptions.
- c. How many FTEs per classification identified in this PSC work on these services?
- d.

4. PSC#46987-16/17

- a. What efforts has the Department made in securing facilities so these services can be brought back in-house?
- b. Estimated # of clients serviced on a daily, weekly, monthly and annual basis?
- c. What types of positions are housed by these contractors to work on this PSC? Please provide a list positions, job posting, salary and job descriptions.
- d. How many FTEs per classification identified in this PSC work on these services?

XiuMin Li  
Field Supervisor

SEIU 1021 SF Office  
350 Rhode Island, South Building Suite 100  
San Francisco, CA 94103

Phone: 415-848-3686  
Fax: 415-431-6241

Member Resource Center (MRC): 1-877-687-1021  
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**From:** Girma, Mahlet (DPH) [mailto:mahlet.girma@sfdph.org]  
**Sent:** Monday, June 11, 2018 11:22 AM  
**To:** Hale, Jacquie (DPH); XiuMin Li  
**Cc:** DHR Info; Daniel Becker; Sarah Wilson; Jessica Inouye  
**Subject:** RE: Request to meet

Hi Xiu,

Yes we can meet with you on the 21<sup>st</sup> at 2:30pm for the two PSCs 2011-08/09 and 41279/13/14. I will send you a meeting invite with the details.

For the other 2 PSCS, I am working with the appropriate staff to see of their availabilities. I will let you know if we can meet on the same day or find a new date. Please send me your next set of availabilities in case the 21<sup>st</sup> doesn't work for them.

Thank you.

Mahlet Girma, MPH  
Office of Contract Management & Compliance  
San Francisco Department of Public Health  
1380 Howard, #421, San Francisco CA 94103  
415.255.3504

---

**From:** Hale, Jacquie (DPH)  
**Sent:** Thursday, June 07, 2018 3:47 PM  
**To:** XiuMin Li <XiuMin.Li@seiu1021.org>  
**Cc:** DHR Info <SF-DHR-Info@seiu1021.org>; Daniel Becker <Daniel.Becker@seiu1021.org>; Sarah Wilson <Sarah.Wilson@seiu1021.org>; Jessica Inouye <Jessica.Inouye@seiu1021.org>; Girma, Mahlet (DPH) <mahlet.girma@sfdph.org>  
**Subject:** RE: Request to meet

Xiu Min,

Hi. Thanks for that clarification. We will need to get back to you with whether or not appropriate staff are available.

I'm including Mahlet Girma of our office on this thread, since she's coordinating meetings on our end. If you and Daniel could please include her in future emails on meetings for these PSCs, we would appreciate it.

Jacquie Hale  
DPH PSC Coordinator  
(415) 255-3508

---

**From:** XiuMin Li [<mailto:XiuMin.Li@seiu1021.org>]  
**Sent:** Thursday, June 07, 2018 2:36 PM  
**To:** Hale, Jacquie (DPH)  
**Cc:** DHR Info; Daniel Becker; Sarah Wilson; Jessica Inouye  
**Subject:** RE: Request to meet

Hi Jacquie,

I want to follow up with you regarding our request. Daniel will be handling the other PSCs, I will coordinate with you regarding the ones below. 6/21 is no longer available at 10am. we could probably do 2:30pm that day.

1. PSC#2011-08/09
2. PSC#41279-13/14
3. PSC#48070-13/14
4. PSC#46987-16/17

Let us know.

Xiu Min Li  
Field Supervisor

SEIU 1021 SF Office  
350 Rhode Island, South Building Suite 100  
San Francisco, CA 94103

Phone: 415-848-3686  
Fax: 415-431-6241

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**From:** XiuMin Li  
**Sent:** Wednesday, May 30, 2018 5:06 PM  
**To:** 'Hale, Jacquie (DPH)'  
**Cc:** DHR Info; Daniel Becker; Sarah Wilson; Jessica Inouye  
**Subject:** RE: Request to meet

Hello Jacquie,

We are available 6/21 at 10am or 6/26 at 10am. Please let me know what works for you.

Cheers,

Xiu Min Li  
Field Supervisor

SEIU 1021 SF Office  
350 Rhode Island, South Building Suite 100  
San Francisco, CA 94103

Phone: 415-848-3686  
Fax: 415-431-6241

Member Resource Center (MRC): 1-877-687-1021  
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**From:** Hale, Jacquie (DPH) [<mailto:jacquie.hale@sfdph.org>]  
**Sent:** Wednesday, May 30, 2018 9:09 AM  
**To:** XiuMin Li  
**Cc:** DHR Info; Daniel Becker  
**Subject:** RE: Request to meet

Xiu Min,

If you could please send us 2-3 available times to meet, we would appreciate it. We'll start assembling the information you requested.

Thank you,

Jacquie Hale  
Manager, Office of Contracts Management and Compliance, DPH-Business Office  
1380 Howard Street #421B / San Francisco, CA 94103 / [Jacquie.Hale@SFDPH.org](mailto:Jacquie.Hale@SFDPH.org)  
(415) 255-3508

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**From:** XiuMin Li [<mailto:XiuMin.Li@seiu1021.org>]  
**Sent:** Tuesday, May 29, 2018 5:40 PM  
**To:** Hale, Jacquie (DPH)  
**Cc:** DHR Info; Daniel Becker  
**Subject:** Request to meet  
**Importance:** High

Hello Jacquie,

SEIU would like to request a meeting with you to discuss the following PSCs at DPH. Please provide your availabilities.

1. PSC#2011-08/09
2. PSC#47083-13/14
3. PSC#45859 -17/18
4. PSC#41279-13/14
5. PSC#48070-13/14
6. PSC#46987-16/17

Please provide the following info for each PSC electronically and within 5 working days:

- A list of contracts/vendors associated with the specific PSC
- Copies of the actual contracts associated with each PSC
- Copies of the RFP issued for each PSC

Thank you,

Cheers,

Xiu Min Li  
Field Supervisor

SEIU 1021 SF Office  
350 Rhode Island, South Building Suite 100  
San Francisco, CA 94103

Phone: 415-848-3686  
Fax: 415-431-6241

Member Resource Center (MRC): 1-877-687-1021

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**From:** [Hale, Jacquie \(DPH\)](#)  
**To:** ["XiuMin Li"](#)  
**Cc:** [DHR-PSCCoordinator, DHR \(HRD\)](#); [Girma, Mahlet \(DPH\)](#)  
**Bcc:** [Moreno, Mario C \(DPH\)](#); [Rocha, Maximilian \(DPH\)](#)  
**Subject:** 46987-17/18  
**Date:** Friday, October 19, 2018 9:29:00 AM  
**Attachments:** [46987-1617 BHS CYF OP - Notes from Mtg wSETU 6-21-18.pdf](#)

---

Xiu Min,

Hi. Here are the notes from our meeting regarding PSC 46987-17/18 Mental Health Services for Children, Youth and Families.

If you need more information, just let me know.

Thank you,

Jacquie Hale  
Manager, Office of Contracts Management and Compliance, DPH Business Office  
1380 Howard Street #421B / San Francisco, CA 94103 / [Jacquie.Hale@SFDPH.org](mailto:Jacquie.Hale@SFDPH.org)  
(415) 255-3508

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Union Information and Questions Meeting June 21, 2018  
Item: PSC 46987-16/17 Mental Health Services for Children, Youth and Families

Present:

Name	Title	Organization
Xiu Min	Field Representative	SEIU Local 1021
Jessica Inouye	Organizer	SEIU Local 1021
Sarah Wilson	Researcher	SEIU Local 1021
Max Rocha	Deputy Director, DPH Behavioral Health Services Children, Youth and Families Programs	SF Dept. of Public Health
Michelle Ruggels	Director, DPH Business Office	SF Dept. of Public Health
Jacquie Hale	Manager, Ofc. of Contracts Mgt. & Compliance	SF Dept. of Public Health
Mahlet Girma	Senior Administrative Analyst, Office of Contracts Management & Compliance	SF Dept. of Public Health

Notes:

What efforts has the Department made in securing facilities so these services can be brought back in-house?

DPH Children Youth & Families System of Care currently provides direct clinical services through 8 civil service clinics across 8 sites: (list here).

1. Chinatown Child Development Center, 720 Sacramento St, SF, CA
2. Comprehensive Crisis Services (Child), 3801 3<sup>rd</sup> St, Ste 400, SF, CA
3. Foster Care Mental Health Program, 3801 3<sup>rd</sup> St, Ste 400, SF, CA
4. Family Mosaic Project, 1309 Evans Ave, SF, CA
5. Lifting & Empowering Generations of Adults Children & Youth (LEGACY), 1305 Evans St, SF, CA
6. Mission Family Center, 759 South Van Ness, SF, CA
7. SE Child Family Therapy Center (2 locations)
  - Location 1: 100 Blanken St, SF, CA
  - Location 2: 1525 Silver Ave, SF, CA
8. SE/Mission Integrated Community Services, 3905 Mission St, SF, CA

For all sites, the building is rented, and we typically struggle to negotiate rents as low as possible. Our goal is to keep staff comfortable and safe. We are unable to build or buy our own facilities, especially facilities equivalent with the settings in which many providers with which DPH contracts work, which may include hospitals, schools, or residential treatment.

Estimated # of clients serviced on a daily, weekly, monthly and annual basis?

At this time we have only the total number of clients served in FY15-16, 4,599.

What types of positions are housed by these contractors to work on this PSC? Please provide a list positions, job posting, salary and job descriptions.

We don't track that information.

How many FTEs per classification identified in this PSC work on these services?

We don't track that information. Also, please note that it is our practice to answer the question "Which, if any, civil service class(es) normally perform(s) this work?" by listing those classifications which might conceivably be used to provide the services if the Department were to perform the services itself, without contracting out. The listed classifications do not correspond directly to positions which contractors may use, since DPH contracts for services, and contractors are independent businesses responsible for providing the services with their own staff.

**From:** XiuMin Li  
**To:** Hale, Jacquie (DPH)  
**Cc:** DHR-PSCCoordinator, DHR (HRD); Girma, Mahlet (DPH); DHR Info  
**Subject:** RE: 46987-17/18  
**Date:** Monday, November 05, 2018 4:39:19 PM

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Hello Jacquie,

Your response that DPH doesn't track positions being used by contractor to provide these services is inadequate.

The Civil Service's Commission's authority is to review each request for PSC to determine if existing civil service classifications should be used to do the work or if a new classification should be provided to do the work because it is most appropriate for it to be done by Civil Service Employees. How can the Civil Service Commission adequately review this PSC if you are unable to describe the work that is being contracted out and what type of workers are doing these work? How can the Union properly evaluate these PSCs if you don't know what work each organization performs and what professions are used?

Please note that our MOU also states specifically that the City shall not contract out in order to avoid providing prevailing wages and benefits. How can we properly monitor this if the Department doesn't track who the contractors employ to do city contract, what they make these employees do and how much they pay them?

You listed all these positions that could normally perform these services: 2110, Medical Records Clerk; 2230, Physician Specialist; 2232, Senior Physician Specialist; 2305, Psychiatric Technician; 2320, Registered Nurse; 2328, Nurse Practitioner; 2552, Dir of Act, Therapy & Vol Svcs; 2574, Clinical Psychologist; 2585, Health Worker 1; 2586, Health Worker 2; 2587, Health Worker 3; 2588, Health Worker 4; 2589, Health Program Coordinator 1; 2591, Health Program Coordinator 2; 2593, Health Program Coordinator 3; 2706, Housekeeper/Food Service Clnr; 2822, Health Educator; 2908, Hospital Eligibility Worker; 2910, Social Worker; 2913, Program Specialist; 2915, Program Specialist Supervisor; 2920, Medical Social Worker; 2930, Psychiatric Social Worker; 2935, Sr Marriage, Fam & Cld Cnslr;

The Union would like to know how you make this determination? It surely cannot and should not be arbitrary.

Since the "Scope of Work/Services" is to provide culturally appropriate mental health services for children, youth and their families, how do you ensure that these contractors are providing effective, efficient and culturally appropriate services if you are not tracking who, how and when these services are provided?

Once again, please provide a list of providers/vendors associated with this PSC. Copies of the RFP and copies of the contracts associated with this PSC.

Once we receive these info we may need to meet and discuss further. Please do not calendar this PSC until we concluded our discussion.

Thank you,

XiuMin Li  
Field Supervisor  
SEIU 1021

Member Resource Center (MRC): 1-877-687-1021  
Direct: 415-848-3686  
SF Office Fax: 415-431-6241

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---

**From:** Hale, Jacquie (DPH) [mailto:jacquie.hale@sfdph.org]  
**Sent:** Friday, October 19, 2018 9:30 AM  
**To:** XiuMin Li  
**Cc:** DHR-PSCCoordinator, DHR (HRD); Girma, Mahlet (DPH)  
**Subject:** 46987-17/18

Xiu Min,

Hi. Here are the notes from our meeting regarding PSC 46987-17/18 Mental Health Services for Children, Youth and Families.

If you need more information, just let me know.

Thank you,

Jacquie Hale  
Manager, Office of Contracts Management and Compliance, DPH Business Office  
1380 Howard Street #421B / San Francisco, CA 94103 / [Jacquie.Hale@SFDPH.org](mailto:Jacquie.Hale@SFDPH.org)  
(415) 255-3508

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Union Questions Received November 5, 2019  
Item: PSC 46987-16/17 Mental Health Services for Children, Youth and Families

1. The Civil Service's Commission's authority is to review each request for PSC to determine if existing civil service classifications should be used to do the work or if a new classification should be provided to do the work because it is most appropriate for it to be done by Civil Service Employees. How can the Civil Service Commission adequately review this PSC if you are unable to describe the work that is being contracted out and what type of workers are doing these work? How can the Union properly evaluate these PSCs if you don't know what work each organization performs and what professions are used?

How the Civil Service Commission reviews PSCs is outlined in the CSC's Memorandum No. 2014-20, Policy and Procedures on Professional Services Contracts. The work that is being contracted out is described under Description of Services on the PSC. When we contract out for services, it is usually through a competitive solicitation process (Requests For Proposals, RFPs, and Requests For Qualifications, RFQs) which describes the work to be contracted out in detail, and the work is further described in the contracts themselves, including contract budgets, which list the titles of positions included in the contract.

2. Please note that our MOU also states specifically that the City shall not contract out in order to avoid providing prevailing wages and benefits. How can we properly monitor this if the Department doesn't track who the contractors employ to do city contract, what they make these employees do and how much they pay them?

I'm in the process of confirming my understanding that prevailing wage laws do not apply to this type of professional services contracts, however, as I mentioned in my response above, the titles of the positions under the contracts covered by this PSC are shown in the contracts themselves, which are available upon request.

3. You listed all these positions that could normally perform these services: 2110, Medical Records Clerk; 2230, Physician Specialist; 2232, Senior Physician Specialist; 2305, Psychiatric Technician; 2320, Registered Nurse; 2328, Nurse Practitioner; 2552, Dir of Act, Therapy & Vol Svcs; 2574, Clinical Psychologist; 2585, Health Worker 1; 2586, Health Worker 2; 2587, Health Worker 3; 2588, Health Worker 4; 2589, Health Program Coordinator 1; 2591, Health Program Coordinator 2; 2593, Health Program Coordinator 3; 2706, Housekeeper/Food Service Clnr; 2822, Health Educator; 2908, Hospital Eligibility Worker; 2910, Social Worker; 2913, Program Specialist; 2915, Program Specialist Supervisor; 2920, Medical Social Worker; 2930, Psychiatric Social Worker; 2935, Sr Marriage, Fam & Cld Cnslr;

The Union would like to know how you make this determination? It surely cannot and should not be arbitrary.

As we've discussed in previous meetings, we try to answer the question in which these classifications were listed—"Which, if any, civil service class(es) normally perform(s) this work?"—by estimating which classifications would most likely be utilized if the City were to provide the services. We typically try to be inclusive and list as many classifications as we estimate would be utilized. We do not know which classifications actually would be utilized, because we have not developed the programs to deliver services which we are requesting to contract out. While we are able only to estimate, our estimates are not arbitrary, as we do analyze the services try to include as many of those classifications as we can reasonably estimate might be utilized.

4. Since the "Scope of Work/Services" is to provide culturally appropriate mental health services for children, youth and their families, how do you ensure that these contractors are providing effective, efficient and culturally appropriate services if you are not tracking who, how and when these services are provided?

DPH Behavioral Health Services has several systems in place to plan, develop, review, solicit, negotiate, and monitor contracts. Performance objectives are either included in contracts or incorporated by reference into contracts. Copies of contracts are available upon request.

5. Once again, please provide a list of providers/vendors associated with this PSC. Copies of the RFP and copies of the contracts associated with this PSC.

The list of providers and copies of the RFPs and contracts will be provided to you on a rolling basis, as there are many large documents which will require many email messages.



**From:** Hale, Jacquie (DPH)  
**To:** "XiuMin Li"  
**Cc:** Moreno, Mario C. (DPH); Girma, Mahlet (DPH)  
**Subject:** FW: 46987-17/18  
**Date:** Monday, January 14, 2019 2:12:00 PM  
**Attachments:** 46987-1617 BHS CYF OP RFPs.zip  
**Importance:** High

---

XiuMin,

Sorry, I missed an attachment. Here's the zip file with the RFPs.

Jacquie  
(415) 255-3508

---

**From:** Hale, Jacquie (DPH)  
**Sent:** Monday, January 14, 2019 2:09 PM  
**To:** 'XiuMin Li' <XiuMin.Li@seiu1021.org>  
**Cc:** DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>; Girma, Mahlet (DPH) <mahlet.girma@sfdph.org>; DHR Info <SF-DHR-Info@seiu1021.org>  
**Subject:** RE: 46987-17/18  
**Importance:** High

Hi, XiuMin,

Please find our response your further questions on PSC 46987-16/17, Mental Health Services for Children, Youth and Families, a list of RFPs/RFQs related to this PSC and a copy of each RFP (in a zip file; let me know if you need me to send these to you separately). Also attached is a list of contracts under this PSC. I will be sending you copies of the contracts later today and tomorrow.

While we remain willing to meet and provide information regarding this PSC, it is our responsibility to ensure continuation of these critical mental health services to children, youth and their families, and, since we have already met and responded to questions previously, we will be submitting this PSC for the February 4, 2019, meeting.

If you do have further questions based on the additional information provided, please email them to me and I will work to respond prior to the meeting.

Thank you,

Jacquie Hale  
Manager, Office of Contracts Management and Compliance, DPH Business Office  
1380 Howard Street #421B / San Francisco, CA 94103 / [Jacquie.Hale@SFDPH.org](mailto:Jacquie.Hale@SFDPH.org)  
(415) 255-3508

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**From:** XiuMin Li <[XiuMin.Li@seiu1021.org](mailto:XiuMin.Li@seiu1021.org)>

**Sent:** Monday, November 05, 2018 4:39 PM

**To:** Hale, Jacquie (DPH) <[jacquie.hale@sfdph.org](mailto:jacquie.hale@sfdph.org)>

**Cc:** DHR-PSCCoordinator, DHR (HRD) <[dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org)>; Girma, Mahlet (DPH) <[mahlet.girma@sfdph.org](mailto:mahlet.girma@sfdph.org)>; DHR Info <[SF-DHR-Info@seiu1021.org](mailto:SF-DHR-Info@seiu1021.org)>

**Subject:** RE: 46987-17/18

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Hello Jacquie,

Your response that DPH doesn't track positions being used by contractor to provide these services is inadequate.

The Civil Service's Commission's authority is to review each request for PSC to determine if existing civil service classifications should be used to do the work or if a new classification should be provided to do the work because it is most appropriate for it to be done by Civil Service Employees. How can the Civil Service Commission adequately review this PSC if you are unable to describe the work that is being contracted out and what type of workers are doing these work? How can the Union properly evaluate these PSCs if you don't know what work each organization performs and what professions are used?

Please note that our MOU also states specifically that the City shall not contract out in order to avoid providing prevailing wages and benefits. How can we properly monitor this if the Department doesn't track who the contractors employ to do city contract, what they make these employees do and how much they pay them?

You listed all these positions that could normally perform these services: 2110, Medical Records Clerk; 2230, Physician Specialist; 2232, Senior Physician Specialist; 2305, Psychiatric Technician; 2320, Registered Nurse; 2328, Nurse Practitioner; 2552, Dir of Act, Therapy & Vol Svcs; 2574, Clinical Psychologist; 2585, Health Worker 1; 2586, Health Worker 2; 2587, Health Worker 3; 2588, Health Worker 4; 2589, Health Program Coordinator 1; 2591, Health Program Coordinator 2; 2593, Health Program Coordinator 3; 2706, Housekeeper/Food Service Clnr; 2822, Health Educator; 2908, Hospital Eligibility Worker; 2910, Social Worker; 2913, Program Specialist; 2915, Program Specialist Supervisor; 2920, Medical Social Worker; 2930, Psychiatric Social Worker; 2935, Sr Marriage, Fam & Cld Cnslr;

The Union would like to know how you make this determination? It surely cannot and should not be arbitrary.

Since the "Scope of Work/Services" is to provide culturally appropriate mental health services for children, youth and their families, how do you ensure that these contractors are providing effective, efficient and culturally appropriate services if you are not tracking who, how and when these services are provided?

Once again, please provide a list of providers/vendors associated with this PSC. Copies of the RFP and copies of the contracts associated with this PSC.

Once we receive these info we may need to meet and discuss further. Please do not calendar this PSC until we concluded our discussion.

Thank you,

XiuMin Li  
Field Supervisor  
SEIU 1021

Member Resource Center (MRC): 1-877-687-1021  
Direct: 415-848-3686  
SF Office Fax: 415-431-6241

***Sign up to become a Union Member! Together We Rise Up!***  
**<http://bit.ly/SFMembershipForm>**

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**From:** Hale, Jacquie (DPH) [<mailto:jacquie.hale@sfdph.org>]  
**Sent:** Friday, October 19, 2018 9:30 AM  
**To:** XiuMin Li  
**Cc:** DHR-PSCCoordinator, DHR (HRD); Girma, Mahlet (DPH)  
**Subject:** 46987-17/18

Xiu Min,

Hi. Here are the notes from our meeting regarding PSC 46987-17/18 Mental Health Services for Children, Youth and Families.

If you need more information, just let me know.

Thank you,

Jacquie Hale  
Manager, Office of Contracts Management and Compliance, DPH Business Office  
1380 Howard Street #421B / San Francisco, CA 94103 / [Jacquie.Hale@SFDPH.org](mailto:Jacquie.Hale@SFDPH.org)

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PSC 46987-16/17 Mental Health Services for Children, Youth and Families

Contracts under this PSC:

A Better Way  
Alternative Family Services  
Bayview Hunters Point Foundation for Community Improvement  
Brainstorm Tutoring  
Catholic Charities  
Center on Juvenile and Criminal Justice  
Community Youth Center  
Dignity Health-St. Mary's Medical Center  
Edgewood Center for Children and Families  
Epiphany Center Mt. St. Joseph St. Elizabeth  
Homeless Children's Network  
Japanese Community Youth Center  
Oakes Children Center  
Richmond Area Multi-Services (RAMS)  
Safe and Sound  
Saint Francis Memorial Hospital  
Seneca Center  
Special Service for Groups  
UCSF Child and Adolescent Services  
UCSF Child Trauma Research Program  
UCSF Infant Parent Program  
Unity Care  
Victor Treatment Center  
West Coast Children's Clinic  
Westside Community Services  
YMCA

PSC 46987-16/17 Mental Health Services for Children, Youth and Families  
List of Solicitations (RFPs and RFQs)

- RFP 33-2016 Continuum of Care Reform Services, Behavioral Health Network for Foster Care Youth
- RFP 1-2017 Mental Health Outpatient Treatment Services (Children, Youth and Families)
- RFQ 13-2017 Behavioral Health Services Children, Youth and Families Mental Health Treatment Support & Training Services
- RFP 11-2018 Crisis Stabilization Unit and Hospital Diversion

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

Department: PUBLIC HEALTH -- DPHDept. Code: DPHType of Request:  Initial  Modification of an existing PSC (PSC # \_\_\_\_\_)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: Mental Health Services for Children, Youth and FamiliesFunding Source: Medi-Cal, State Rlgmt, Genl FundPSC Amount: \$75,000,000 PSC Est. Start Date: 07/01/2017 PSC Est. End Date: 06/30/2022**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

Culturally appropriate mental health services for children, youth and their families will be provided by multiple contractors, which together form a System of Care to address the broad continuum of needs and illnesses presented by these clients. Services will include outpatient mental health services; educationally related mental health services, success, opportunity, achievement resiliency classrooms, classroom educational enrichment program, intensive supervision and clinical services, residential based mental health outpatient, mental health assessment therapy, collateral and community based wraparound services, specialty Mental Health services, community-based violence and trauma recovery services, community-based day treatment services, short term residential therapeutic programs, intensive treatment foster care and treatment foster care, day treatment services, intensive/day rehabilitative services, therapeutic behavioral services, therapeutic visitation services, and targeted case management.

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

Without these services, children, youth and their families will be exposed to increased levels of addiction, anxiety, depression, post-traumatic stress disorder, trauma, post-trauma, and other symptoms. There may also be a generalized sense of increased collective helplessness throughout the community when related to significant numbers the community with untreated mental illness, leading to communities which feel besieged and victimized. Not providing the services may result in increased lawsuits and related costs, as well as dis-allowance of State and Federal funding for failing to expend funds within regulatory guidelines.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.  
PSC 4150-09/10

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 expects the need to provide these Federal, State and General Fund supported services to provide behavioral health services to continue.

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

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

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

## B. Explain the qualifying circumstances:

The City does not have the facilities (including space for provision of services and offices), resources or capacity to provide these critical services for children, youth, and their families, which provide an integral part of the City's system of care.

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

A. Specify required skills and/or expertise: Contractors must have appropriately trained, licensed or certified staff and facilities which comply with applicable State laws and regulations, chiefly, California Welfare and Institutions Code Sect. 5000.

B. Which, if any, civil service class(es) normally perform(s) this work? 2110, Medical Records Clerk; 2230, Physician Specialist; 2232, Senior Physician Specialist; 2305, Psychiatric Technician; 2320, Registered Nurse; 2328, Nurse Practitioner; 2552, Dir of Act, Therapy & Vol Svcs; 2574, Clinical Psychologist; 2585, Health Worker 1; 2586, Health Worker 2; 2587, Health Worker 3; 2588, Health Worker 4; 2589, Health Program Coordinator 1; 2591, Health Program Coordinator 2; 2593, Health Program Coordinator 3; 2706, Housekeeper/Food Service Clnr; 2822, Health Educator; 2908, Hospital Eligibility Worker; 2910, Social Worker; 2913, Program Specialist; 2915, Program Specialist Supervisor; 2920, Medical Social Worker; 2930, Psychiatric Social Worker; 2935, Sr Marriage, Fam & Cld Cnslr;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. Contractors will maintain appropriate community facilities that are licensed and otherwise compliant with external funding and regulatory requirements for provision of contracted services.

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

The Department is responsible for continually monitoring the abilities of its system of care to deliver services and utilizes civil service staff as well as community based organizations to provide services. The Department does not have the capacity, resources or the facilities to provide these services, so in order to provide services it must utilize contractors to meet as many of the clients' needs as possible.

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

A. Explain why civil service classes are not applicable.

Community-based behavioral health contractors provide cultural expertise and linkages otherwise unavailable through Civil Service classifications. Civil Service staff work in partnership with contractors, which are mostly non-profit organizations, and through these collaborations the City is able to offer higher quality, more accessible mental health services to its residents.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. Current existing classifications perform this work. However, demand exceeds the capacity at City facilities to provide these services, so that City uses contractors to meet as many of the clients' needs as possible.

**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. These services do not include formal training for civil service staff, however, there may be knowledge transfer opportunities through civil service staff's ongoing work to coordinate with community based and other providers.

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

No.



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

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 03/25/2017, the Department notified the following employee organizations of this PSC/RFP request:  
Architect & Engineers, Local 21; Management & Superv Local 21; Physicians and Dentists - 8CC; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21; SEIU 1021 Miscellaneous; SEIU Local 1021; SEIU, Local 1021 (Staff Nurse & Per Diem Nurse)

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

Name: Jacquie Hale Phone: (415) 554-2609 Email: jacquie.hale@sfdph.org

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 46987 - 16/17

DHR Analysis/Recommendation:

action date: 06/19/2017

Commission Approval Required

Approved by Civil Service Commission

06/19/2017 DHR Approved for 06/19/2017