



London Breed  
Mayor

Micki Callahan  
Human Resources Director

Date: May 17, 2019  
To: The Honorable Civil Service Commission

Through: Micki Callahan  
Human Resources Director

From: Cynthia Avakian, AIR  
Joan Lubamersky, ADM  
Michael Hirai, ENV  
John Tsutakawa, HSA  
Amy Nuque, MTA  
Bill Irwin, PUC  
Alexander Burns, DPW  
Nataliya Kuzina, REG

Subject: **Personal Services Contracts Approval Request**

This report contains fourteen (14) personal services contracts (PSCs) in accordance with the revised Civil Service Commission (CSC) procedures for processing PSCs that became effective on November 5, 2014.

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

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

DHR has prepared the following cost summary for personal services contracts that have been processed through the Department of Human Resources Fiscal Year 18/19 to date:

Total of this Report	YTD Expedited Approvals FY2018-2019	Total for FY2018-2019
\$16,090,200	\$290,922,006	\$1,697,918,771

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**POSTING FOR**

June 03, 2019

**PROPOSED PERSONAL SERVICES CONTRACTS – REGULAR****Commission Hearing Date**

2019-06-03

**APPLY**

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
41793 - 18/19	AIRPORT COMMISSION	\$400,000.00	Provide technical support for the proprietary Airfield Lighting Control Monitoring System (ALCM) to ensure SFO Airfield lighting system meets operational airfield lighting compliance and Federal Aviation Administration (FAA) requirements. To maintain FAA compliance, this contract will require unlimited technical phone support during normal business hours, remote access to troubleshoot the proprietary ALCMS system through the internet connection, two on-site site visits per year to do ALCMS preventive maintenance which include system diagnostic and inspection to verify and optimize lighting system performance as well as optimization of hard drives and system calibration.	June 1, 2019	May 31, 2023	REGULAR
41953 - 18/19	AIRPORT COMMISSION	\$2,250,000.00	Representation of the Airport in Washington, D.C., for federal issues involving aviation legislation, security mandates and funding opportunities.	July 1, 2019	June 30, 2028	REGULAR
46630 - 18/19	AIRPORT COMMISSION	\$700,000.00	Transition and implementation from Airport Business Manager (ABM) to Airport Business and Revenue Manager (ABRM). Work includes software installation, configuration, data migration and conversion, system support and maintenance.	July 1, 2019	June 30, 2025	REGULAR
49293 - 18/19	AIRPORT COMMISSION	\$1,400,000.00	Consulting services related to the coordination of the San Francisco International Airport's ("Airport") noise reduction community forum, known as the Airport / Community Roundtable ("Roundtable"). The Roundtable is a means for residents from the surrounding communities to voice their concerns about noise from the Airport. San Mateo County, as the coordinating lead for the Roundtable, provides services to help evaluate the impact of noise on affected communities created by aircraft flying into and out of the Airport and the effectiveness of noise reduction programs at the Airport to mitigate or abate aircraft noise.	June 1, 2019	December 31, 2024	REGULAR
40301 - 18/19	GENERAL SERVICES AGENCY - CITY ADMIN	\$1,500,000.00	Services will include as-needed rental and cleaning of portable restrooms for City use at City construction worksites and City-sponsored events. The number and type of portable restrooms will vary. The need for the equipment may last from a day to a month, or more. Portable restrooms would be delivered to the needed sites. Janitorial services are needed to keep the equipment clean and functioning. These services include cleaning the rented, portable restrooms and wash stations, replacement of soap and paper products, removal of waste from the holding tanks into a waste-receiving truck, and trucking the waste to a facility for proper disposal of the waste. The need for the services is unpredictable and depends on the number of worksites, users, and duration of the rental. For example, more portable restrooms would be required during summer months when more City constructions occur.	July 1, 2019	June 30, 2022	REGULAR
46806 - 18/19	ENVIRONMENT	\$1,350,000.00	BayREN is an authorized Program Administrator of ratepayer funds for energy-efficiency programs. Authorized by the CPUC in 2012, BayREN provides energy-efficiency programs to all nine Bay Area Counties, including Alameda, Contra Costa, Marin, Napa, San Mateo, Santa Clara,	June 1, 2019	May 31, 2025	REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			<p>Solano, Sonoma, and San Francisco. The CPUC approved the BayREN budget from 2018 through 2025 and authorized expansion into the commercial sector, covering small and medium business.</p> <p>The Department of the Environment (the "Department") is the lead agency for this expansion, and is charged with conducting administration, marketing and implementation of the BayREN Commercial Program for all 9 counties.</p> <p>The Department will administer the BayREN program within San Francisco. Working under the supervision of the Department, a contractor will be selected to provide administration, implementation and technical support for BayREN Commercial in the other eight Bay Area counties.</p> <p>The contractor(s) will provide as-needed professional support for energy efficiency activities, which include Marketing, Education, and Outreach (ME&amp;O), Program Administration Services (issuing rebates), Technical Assistance, Quality Assurance (on engineering reports and data) and Quality Control (in-field project installation), as well as Evaluation, Measurement, &amp; Verification (EM&amp;V; meter data verification).</p>			
49081 - 18/19	HUMAN SERVICES	\$3,500,000.00	<p>Provides comprehensive, quality, culturally-responsible State-mandated training to Child welfare workers, using Federal dollars, to increase child welfare workers knowledge and skills in the practice of public child welfare. These trainings increase the knowledge and skills of child welfare workers, thereby improving outcomes for children and families. Trainings cover complex case management and have both clinical and legal implications; providing child welfare workers updates on State laws, regulations and standards.</p>	July 1, 2019	June 30, 2023	REGULAR
43489 - 18/19	MUNICIPAL TRANSPORTATION AGENCY	\$499,000.00	<p>The San Francisco Municipal Transportation Agency (SFMTA) is pleased to issue this request for proposals (RFP) for as-needed event planning, marketing, and production services to support SFMTA in hosting engagement events for internal and the public (Services), including event planning and support for the launch of service of the Central Subway. SFMTA's goal for the Services is to increase SFMTA's reach, audience, and sponsorship levels, and to have a positive impact on the agency's target audiences.</p> <p>As a part of its ongoing commitment to stakeholder and community engagement, the SFMTA conducts various events throughout the year. The size and scope of each event may vary depending on the needs of the agency and the audience involved. These events occur on an as needed basis and require additional staffing resources. Oftentimes, these events require staff to set aside current tasks and duties to support events as necessitated. Currently, SFMTA does not have the staff, capacity or special expertise to deliver and execute special events. This approach has not been sustainable and SFMTA could be delivering more robust events if given the appropriate support. In addition, special events may require specialized materials and equipment that the agency does not have available such spotlights, audio and video equipment, etc. Purchasing these items are not financially prudent since they change technology frequently and can be very costly to maintain for the agency.</p>	July 1, 2019	June 30, 2023	REGULAR
47368 - 18/19	PUBLIC UTILITIES COMMISSION	\$200,000.00	To provide monthly maintenance services to Hach-manufactured located at University Mound. This service includes monthly calibrations, cleaning, replacement parts, etc.	July 1, 2019	June 30, 2022	REGULAR
48124 - 18/19	PUBLIC UTILITIES COMMISSION	\$375,622.00	The work is calibrating and maintaining important water meters of the regional water transmission system. The work is intended to increase the accuracy and reliability of regional water system water accounting	January 1, 2018	December 31, 2019	REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			<p>by way of calibrating, inspecting, cleaning, and maintaining system meters and related instruments.</p> <p>The primary objective of all calibration activities is to ensure meter-signal accuracy and consistency carries through from the field located secondary metering equipment, through all remote transmitting units and field programmable logic controllers, through the SFPUC Supervisory Control and Data Acquisition (SCADA) system, to the final remote operational display.</p> <p>The work often includes entering confined spaces to use special testing equipment to certify instrument accuracy. Work on each meter is documented and calibration certificates presented. Reports include site inventory, field notes, calibration notes and metering site inventory. As needed, the work will involve diagnosing problems, identifying failed instruments, and performing parts replacement.</p>			
43054 - 18/19	GENERAL SERVICES AGENCY - CITY ADMIN	\$750,000.00	<p>The vendor will provide as needed advice and services to the Real Estate Department on relocation issues when the City purchases, condemns or receives as a gift to the City a building for City use and therefore must relocate existing tenants. Vendor will provide strategic planning for relocation assistance including preparation of relocation plans, study, and implementation of same; preparation of mandated notices, information brochures and other documents as required by state and/or federal relocation laws and regulations; perform claims administration and recommendations; determine eligibility for relocation benefits under applicable laws and guidelines; provide advisory assistance to those who are displaced; perform timely preparation and distribution of notices to vacate and other notices as required; and provide both business and residential relocation services as necessary.</p>	July 1, 2019	June 29, 2024	REGULAR
42493 - 18/19	MUNICIPAL TRANSPORTATION AGENCY	\$1,500,000.00	<p>Provide maintenance, repair and servicing of San Francisco Municipal Transportation Agency "SFMTA" and vendor supplied parts washers and related equipment. Including the regulated handling of the used fluids from the parts washers.</p>	May 1, 2019	June 30, 2023	REGULAR
41155 - 18/19	GENERAL SERVICES AGENCY - PUBLIC WORKS	\$1,500,000.00	<p>The Consultant will assist San Francisco Public Works with recruitment services for a wide variety of jobs and classifications, including Architectural, Engineering (Civil, Mechanical, etc.), Surveying, Information Technology, multiple trades (Plumbers, Electricians, Steamfitters, etc.), Executive Management and other technical positions. The consultant will conduct searches to identify potential candidates, using multiple tools (Indeed, LinkedIN, trade shows, colleges, etc.) to screen highly qualified candidates to participate in the selection process.</p>	March 25, 2019	March 20, 2022	REGULAR

**TOTAL AMOUNT \$15,924,622**



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## Posting For June 03, 2019

### Proposed Modifications to Personal Services Contracts

Commission Hearing Date

2019-06-03

APPLY

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
48101 - 13/14 - MODIFICATIONS	June 3, 2019	ELECTIONS -- REG	\$165,578	\$403,705	<p>Prior to each election, the Contractor will provide preventative maintenance, configuration, and testing of the software and hardware components of the Agilis mail sorting system. During the Election period, the Contractor will provide remote support and troubleshooting, on-site support, as-needed maintenance and repair, and error, defect, or malfunction correction. As a part of this agreement, the Contractor is responsible for the installation, integration, and testing of automated signature recognition software and then train departmental personnel to utilize this software when processing vote-by-mail ballots. Upon the completion of any improvements, updates, upgrades or system changes, the Contractor must provide operational training, maintenance training, and troubleshooting training the Department's lead staff who are assigned to operate the Agilis.</p>	06/17/2019	06/17/2023	ANNUAL

**TOTAL AMOUNT \$165,578**

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



PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION -- AIR

Dept. Code: AIR

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

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

Type of Service: Airfield Electrical Lighting System Support Services

Funding Source: Airport Operating Funds

PSC Amount: \$400,000

PSC Est. Start Date: 06/01/2019

PSC Est. End Date 05/31/2023

**1. Description of Work**

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

Provide technical support for the proprietary Airfield Lighting Control Monitoring System (ALCM) to ensure SFO Airfield lighting system meets operational airfield lighting compliance and Federal Aviation Administration (FAA) requirements. To maintain FAA compliance, this contract will require unlimited technical phone support during normal business hours, remote access to troubleshoot the proprietary ALCMS system through the internet connection, two on-site site visits per year to do ALCMS preventive maintenance which include system diagnostic and inspection to verify and optimize lighting system performance as well as optimization of hard drives and system calibration.

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

This service is necessary in order for SFO to maintain FAA compliance and certification for the current proprietary ALCMS as well as to ensure the safety of aircraft and associated personnel that use the airfield lighting system. Denial of this services would compromise the safety of the Airfield and the Airport's FAA compliance.

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 in the past through blanket purchase orders.

D. Will the contract(s) be renewed?

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

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

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

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

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

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

B. Explain the qualifying circumstances:

The City does not possess the required skills and expertise for this service due to lack of access to the proprietary system.

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

A. Specify required skills and/or expertise: Services require access to proprietary system, ability to calibrate, trouble shoot and acquire specific software upgrade training unique to the proprietary ALCMS system.

B. Which, if any, civil service class(es) normally perform(s) this work? 1053, IS Business Analyst-Senior; 1054, IS Business Analyst-Principal; 9240, Airport Electrician;

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, because this is a proprietary system.

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

A. Explain why civil service classes are not applicable.

Civil Services classes are not applicable because they do not have access to the proprietary system.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No it would not be practical due to the proprietary nature of the system.

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 of the proprietary system is requested.

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 04/08/2019, the Department notified the following employee organizations of this PSC/RFP request:

Electrical Workers, Local 6; Professional & Tech Engrs, Local 21

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

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

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

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 41793 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/03/2019

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

**Choi, Suzanne (HRD)**

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**From:** dhr-psccordinator@sfgov.org on behalf of cynthia.avakian@flysfso.com  
**Sent:** Monday, April 08, 2019 10:24 AM  
**To:** Cynthia Avakian (AIR); ecassidy@ifpte21.org; WendyWong26@yahoo.com;  
wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org;  
pkim@ifpte21.org; L21PSCReview@ifpte21.org; oashworth@ibew6.org;  
khughes@ibew6.org; Ricardo Valle (AIR); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 41793 - 18/19

RECEIPT for Union Notification for PSC 41793 - 18/19 more than \$100k

The AIRPORT COMMISSION -- AIR has submitted a request for a Personal Services Contract (PSC) 41793 - 18/19 for \$400,000 for Initial Request services for the period 06/01/2019 – 05/31/2023. 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/12727> 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: AIRPORT COMMISSION -- AIR

Dept. Code: AIR

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

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

Type of Service: Federal Legislative Regulatory Advocacy

Funding Source: Airport Operating Funds

PSC Amount: \$2,250,000

PSC Est. Start Date: 07/01/2019

PSC Est. End Date 06/30/2028

**1. Description of Work**

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

Representation of the Airport in Washington, D.C., for federal issues involving aviation legislation, security mandates and funding opportunities.

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

The Airport requires a regulatory advocate to analyze the impact of new legislation and regulations that could impact the Airport's operations, implementation of new requirements and reimbursement for security measures. Denial will adversely affect the Airport's ability to secure revenues and ensure that regulations reflect the Airport's unique situation.

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 in the past through PSC# 4132-09/10.

D. Will the contract(s) be renewed?

Yes, depending on performance and need.

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

The duration is to align with the resulting contract.

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

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

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

B. Explain the qualifying circumstances:

This function involves short-term projects requiring diverse knowledge and expertise on a intermittent, as-needed basis.

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

A. Specify required skills and/or expertise: The Airport's government relations advocate in Washington D.C. must have a specific expertise and working knowledge of a variety of regulatory bodies; including the US Department of Transportation, the Federal Aviation Administration and the US Department of Homeland Security, as well as an understanding of Congressional funding and regulatory committees.

B. Which, if any, civil service class(es) normally perform(s) this work? 0923, Manager II; 0931, Manager III; 9382, Govrnmt/Publ Affairs Mgr;

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 the work needs to be done in Washington D.C in order to meet the needs of the funding committees and regulatory agencies.

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

A. Explain why civil service classes are not applicable.

Civil service classifications are not applicable as this function involves short-term projects requiring diverse knowledge and expertise and the work needs to be completed in Washington D.C.

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 service covers a variety of issues, with each issue taking priority at different times depending on the legislation. Outside firms have a pool of experts available to them, allowing them to tap into a particular expertise as the need arises. These firms represent many clients and are best able to use their sources to organize similar interests to effect change. They are also in constant contact with legislative offices allowing them to develop stronger relations with them. Adopting a new civil service class would not address these advantages.

**6. Additional Information**

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.  
No. The contractor will not train City employees, as mentioned previously, the work needs to be done in Washington D.C in order to meet the needs of the funding committees and regulatory agencies.

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 04/05/2019, the Department notified the following employee organizations of this PSC/RFP request:  
Municipal Executive Association

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

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

Address: PO Box 8097 San Francisco, CA 94128

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 41953 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/03/2019

4



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

**Choi, Suzanne (HRD)**

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**From:** dhr-psccordinator@sfgov.org on behalf of cynthia.avakian@flysfo.com  
**Sent:** Friday, April 05, 2019 6:06 PM  
**To:** Cynthia Avakian (AIR); camaguey@sfmea.com (contact); Christina@sfmea.com; staff@sfmea.com; Janelle Dung-Sapantay (AIR); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 41953 - 18/19

RECEIPT for Union Notification for PSC 41953 - 18/19 more than \$100k

The AIRPORT COMMISSION -- AIR has submitted a request for a Personal Services Contract (PSC) 41953 - 18/19 for \$2,250,000 for Initial Request services for the period 07/01/2019 – 06/30/2028. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/12812> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

## **Additional Attachment(s)**

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

Department: AIRPORT COMMISSIONDept. Code: AIRType of Request:  Initial  Modification of an existing PSC (PSC # 4132 09/10)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: Federal Legislative and Regulatory Analysis and AdvocacyFunding Source: Airport Operating FundsPSC Original Approved Amount: \$900,000PSC Original Approved Duration: 07/01/10 - 06/30/15 (5 years)PSC Mod#1 Amount: \$450,000PSC Mod#1 Duration: 03/24/14-12/31/17 (2 years 26 weeks)PSC Mod#2 Amount: \$500,000PSC Mod#2 Duration: no duration addedPSC Mod#3 Amount: \$700,000PSC Mod#3 Duration: 12/01/17-12/31/19 (2 years)PSC Cumulative Amount Proposed: \$2,550,000PSC Cumulative Duration Proposed: 9 years 26 weeks**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

Ongoing representation of the Airport in Washington, DC, for federal issues involving aviation legislation, security mandates and funding opportunities.

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

The Airport requires a regulatory advocate to analyze the impact of new legislation and regulations that could impact the Airport's operations, implementation of new requirements and reimbursements for security measures. Denial will adversely affect the Airport's ability to secure revenues and ensure that regulations reflect the Airport's unique situation.

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

Yes, under PSC #4010-05/06

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

Yes, depending on performance and 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:**

Additional time is being requested to cover the duration of the contract to continue Federal Legislative Advocacy Services.

**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 function involves short-term projects requiring diverse knowledge and expertise on a temporary, as-needed basis.

B. Reason for the request for modification:

This modification increases the PSC amount and duration, which allows the department to exercise an option to extend the contract.

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

A. Specify required skills and/or expertise: The Airport's government relations advocate in Washington must have a specific expertise and working knowledge of a variety of regulatory bodies including the US Department of Transportation, the Federal Aviation Administration and the US Department of Homeland Security, as well as an understanding of Congressional funding and regulatory committees.

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

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

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

Civil service classifications are not applicable as this function involves short-term projects requiring diverse knowledge and expertise on a temporary, as-needed basis.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No, this service covers varied issues, each taking priority at different times depending on legislation. Outside firms have a pool of experts available for use as the need arises. Because firms represent many clients, they are best able to use those sources to organize similar interests to effect change.

**6. Additional Information**

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

No.

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

No training will be provided.

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

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

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

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

7. **Union Notification:** On 09/12/17, 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: Cynthia Avakian Phone: 650-821-2014 Email: cynthia.avakian@flysfso.com

Address: PO Box 8097, San Francisco, CA 94128

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 4132 09/10

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 09/22/2017

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION -- AIR

Dept. Code: AIR

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

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

Type of Service: Business and Revenue Manager Software Services

Funding Source: Airport Operating Funds

PSC Amount: \$700,000

PSC Est. Start Date: 07/01/2019

PSC Est. End Date 06/30/2025

**1. Description of Work**

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

Transition and implementation from Airport Business Manager (ABM) to Airport Business and Revenue Manager (ABRM). Work includes software installation, configuration, data migration and conversion, system support and maintenance.

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

ABM is the software used for the Airport's Property Management and Billing System (PMBS) that is approaching end of support. ABRM is the replacement of ABM. This service is needed for continued billing of our Airport tenants and for tracking and reporting all statistics and revenue to Airport Executive Management. Denial of these services will jeopardize the Airport's ability to maximize revenues, thereby leaving the Airport vulnerable to airlines in search of a better cost per enplaned passenger.

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

In the past, similar services have been provided through PSC # 4043-12/13.

D. Will the contract(s) be renewed?

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

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

The requested duration is needed to align with the contract term.

**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 services require access to proprietary software code and an understanding of the business requirements for the existing PMBS system.

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

A. Specify required skills and/or expertise: Access to the proprietary software code of the existing ABM and ABRM software and an understanding of the business requirements for Airport's complex billing system and existing PMBS system integrations.

B. Which, if any, civil service class(es) normally perform(s) this work? 1043, IS Engineer-Senior; 1052, IS Business Analyst; 1054, IS Business Analyst-Principal; 1070, IS Project Director; 1824, Pr Administrative Analyst;

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

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

None, as the software is proprietary and access is not available for the City.

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

A. Explain why civil service classes are not applicable.

Civil Service classifications are not applicable because City staff do not have access to modify the proprietary software code.

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, since we have existing classes but the proposed work involves access to the proprietary software.

**6. Additional Information**

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
Yes. 80 hours of training will be provided to business and technical administrators (1824 Principal Administrative Analysts) for support and configuration of data.

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 04/05/2019, the Department notified the following employee organizations of this PSC/RFP request:**

Professional & Tech Engrs, Local 21

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

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

Address: PO Box 8097 San Francisco, CA 94128

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FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 46630 - 18/19

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 06/03/2019

Civil Service Commission Action:

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

**Choi, Suzanne (HRD)**

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**From:** dhr-psccordinator@sfgov.org on behalf of cynthia.avakian@flyso.com  
**Sent:** Friday, April 05, 2019 6:12 PM  
**To:** Cynthia Avakian (AIR); ecassidy@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Sung Kim (AIR); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 46630 - 18/19

RECEIPT for Union Notification for PSC 46630 - 18/19 more than \$100k

The AIRPORT COMMISSION -- AIR has submitted a request for a Personal Services Contract (PSC) 46630 - 18/19 for \$700,000 for Initial Request services for the period 07/01/2019 – 06/30/2025. 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/12828> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

## **Additional Attachment(s)**

PERSONAL SERVICES CONTRACT SUMMARY

DATE: August 20, 2012

DEPARTMENT NAME: AIRPORT COMMISSION

DEPARTMENT NUMBER: 27

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

TYPE OF REQUEST: [X] INITIAL REQUEST [ ] MODIFICATION

TYPE OF SERVICE: SFO's Enterprise-Wide Property Management and Billing System (PMBS) Phase II

FUNDING SOURCE: Airport Operating Funds

TOTAL PSC AMOUNT: \$ 1,500,000 TOTAL PSC DURATION: 1/01/13-12/31/17

1. DESCRIPTION OF WORK

A. Concise description of proposed work: During the PBMS Phase II project, SFO would like to implement several enhancements and new functionality to address inefficiencies; optimize system performance and integrate enhanced reporting features; minimize manual entries and error risks, especially for high volume activity billings; address audit concerns and recommendations regarding statistical data reporting; develop policies and procedures; and prepare for external system improvements that impact PMBS. This phase of the project will enhance existing and create new functionality in the Airport's enterprise-wide PMBS used to monitor, track and report revenue and other key business statistics on all SFO property leases, space permits, and other property contracts. This includes completing a set of sub projects to (a) improve reporting features, (b) develop new custom data extracts, data views and report modifications, (c) expand data quality extracts, (d) implement and refine the Space and Property Management module including GIS interfaces, (e) support integration to the new Ground Transportation Management System (GTMS), (f) integrate existing Utility Management module with the new handheld utility meter readers, (g) incorporate detail from other sources to be included with invoices, (g) interface with data from PASSUR passive radar system for aircraft landings, (h) enhance the user access security module, (i) activate GTU Contingency Billing upon request, (k) conduct annual on-site training and (l) perform other requested modifications as needed to evolve and integrate PMBS with other Airport and City systems.

B. Explain why this service is necessary and the consequences of denial: Completing these sub-projects for the implemented system will improve the timeliness and accuracy of data reported for passenger traffic, concessions sales, ground transportation transactions, lease terms and conditions, and revenue data. Denial of these services will jeopardize the Airport's ability to maximize revenues, thereby leaving the Airport vulnerable to airlines in search of a better cost per enplaned passenger.

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): These services have been previously provided under PSC # 4041-06/07.

D. Will the contract(s) be renewed? Yes, if there continues to be a need for such services at SFO.

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

IFPTE, Local 21 Union Name; Signature of person mailing/faxing form; August 20, 2012 Date

RFP sent to: Union Name on Date Signature

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FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC # 4043 -12/13 STAFF ANALYSIS/RECOMMENDATION: Approved 11/5/12

CIVIL SERVICE COMMISSION ACTION:

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise: Access to the proprietary software code of the existing PMBS system (software and hardware) and an understanding of the business requirements for this complex billing system.

B. Which, if any, civil service class normally performs this work? Existing IT (1043, 1053, 1054, 1070) staff support the PMBS system, servers that run the application as well as other hardware but they are not able to make major changes to the existing system.

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

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable: Civil service classifications are not applicable because IT staff does not have access to the proprietary software.

B. Would it be practical to adopt a new civil service class to perform this work? Explain. No, since we have existing classes but the proposed work involves access to the proprietary software.

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

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

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

B. Will the contractor train City and County employees?

<input checked="" type="checkbox"/>	<input type="checkbox"/>
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- Describe the 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 numbers to be trained.

*User training, est. 300 hours for Property, Aviation and Concession Managers and Financial Analysts (24) and other Airport staff (as many as 50 employees)*

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

<input type="checkbox"/>	<input checked="" type="checkbox"/>
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D. Are there federal or state grant requirements regarding the use of contractual services?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
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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"/>
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F. Will the proposed work be completed by a contractor that has a current personal services contract with your department? The contractor, GCR Inc., was previously selected by from an RFP process.

<input checked="" type="checkbox"/>	<input type="checkbox"/>
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THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD:

Signature of Departmental Personal Services Contract Coordinator

Cynthia P. Avakian

(650) 821-2014

Print or Type Name

Telephone Number

Airport Commission, Contracts Administration Unit  
P.O. Box 8097, San Francisco, CA 94128

Address

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION -- AIR

Dept. Code: AIR

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

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

Type of Service: Coordination for the Airport's Noise Reduction Community Roundtable

Funding Source: Airport Operating Funds

PSC Amount: \$1,400,000

PSC Est. Start Date: 06/01/2019

PSC Est. End Date 12/31/2024

**1. Description of Work**

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

Consulting services related to the coordination of the San Francisco International Airport's ("Airport") noise reduction community forum, known as the Airport / Community Roundtable ("Roundtable"). The Roundtable is a means for residents from the surrounding communities to voice their concerns about noise from the Airport. San Mateo County, as the coordinating lead for the Roundtable, provides services to help evaluate the impact of noise on affected communities created by aircraft flying into and out of the Airport and the effectiveness of noise reduction programs at the Airport to mitigate or abate aircraft noise.

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

This service is necessary under an agreement between the County of San Mateo and the Airport. Denial of these services will mean the Airport will not be able to pay San Mateo County for the Airport's portion of the cost for the operation of the Roundtable. The Airport is continuing its support of this activity to ensure a forum for community concerns are addressed, as Airport flight activity continues to rise.

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

These services have been provided through a contract. The most recent PSC approval is # 4108-10/11.

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

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

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

This PSC is to align with the anticipated contract.

**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:**

In order to have an independent process to address the community's Airport's noise concerns, the Roundtable is coordinated by San Mateo County staff.

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

- A. Specify required skills and/or expertise: The coordinating staff for the Roundtable needs to have experience in facilitating and managing community forums. In addition, staff would need to have expertise in evaluating aircraft noise reduction efforts; local, state and federal aircraft noise policies and regulations; and familiarity with aircraft operating and noise reduction technology as well as acoustical metrics.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1426, Senior Clerk Typist; 1444, Secretary 1; 5271, Sr Airport Noise Abatement Spe; 5291, Planner 3;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

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

None, as San Mateo County is the lead coordinator of the Roundtable.

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

- A. Explain why civil service classes are not applicable.  
The coordination of the Roundtable can only be performed by San Mateo County staff to provide an independent process for impacted communities to address the impact of aircraft noise.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, as this work can only be performed by San Mateo County staff.

**6. Additional Information**

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

**7. Union Notification:** On 03/08/2019, the Department notified the following employee organizations of this PSC/RFP request:  
Professional & Tech Engrs, Local 21; 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: Cynthia Avakian Phone: 650-821-2014 Email: cynthia.avakian@flysfo.com



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

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 49293 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/03/2019

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

## Choi, Suzanne (HRD)

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**From:** dhr-psccordinator@sfgov.org on behalf of cynthia.avakian@flysfo.com  
**Sent:** Friday, March 08, 2019 1:32 PM  
**To:** Cynthia Avakian (AIR); sarah.wilson@seiu1021.org; thomas.vitale@seiu1021.org; Ricardo.lopez@sfgov.org; Basconcillo, Katherine (PUC); Sandeep.lal@seiu1021.me; pcamarillo\_seiu@sbcglobal.net; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; 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; L21PSCReview@ifpte21.org; Yen Pang (AIR); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 49293 - 18/19

RECEIPT for Union Notification for PSC 49293 - 18/19 more than \$100k

The AIRPORT COMMISSION -- AIR has submitted a request for a Personal Services Contract (PSC) 49293 - 18/19 for \$1,400,000 for Initial Request services for the period 06/01/2019 – 12/31/2024. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/12519> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

## **Additional Attachment(s)**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION Dept. Code: AIR

Type of Request: [ ] Initial [x] Modification of an existing PSC (PSC # 4108 10/11)

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

Type of Service: Staffing and consulting services for Airport's noise reduction community forum

Funding Source: Airport Operating Funds

PSC Original Approved Amount: \$500,000

PSC Original Approved Duration: 06/01/11 - 06/30/14 (3 years 4 weeks)

PSC Mod#1 Amount: \$250,000

PSC Mod#1 Duration: 07/01/14-12/31/15 (1 year 26 weeks)

PSC Mod#2 Amount: \$135,000

PSC Mod#2 Duration: no duration added

PSC Mod#3 Amount: \$650,000

PSC Mod#3 Duration: 01/01/16-06/30/19 (3 years 25 weeks)

PSC Mod#4 Amount:

PSC Mod#4 Duration:

PSC Cumulative Amount Proposed: \$1,535,000

PSC Cumulative Duration Proposed: 8 years 4 weeks

1. Description of Work

A. Scope of Work:

Staffing / consulting services to the airport's noise reduction community forum, known as the Airport / Community Roundtable. The forum is a means for residents from the surrounding communities to voice their concerns about noise from the airport. San Mateo County, as the coordinating lead for the Roundtable, provides staffing and consultants to evaluate the impact of noise on affected communities created by aircraft flying into and out of the airport and the effectiveness of noise reduction programs at the airport to mitigate or abate aircraft noise.

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

This service is necessary under an agreement between the County of San Mateo and the Airport. Denial of these services will mean the Airport will not be able to pay San Mateo County for the cost of the operations of the Roundtable, and may result in a lawsuit over the lack of financial support for the community forum. The Airport is continuing its support of this activity to ensure a forum for community concerns as Airport flight activity continues to rise.

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.

2. Union Notification: On 08/05/15, the Department notified the following employee organizations of this PSC/RFP request: SEIU 1021 Miscellaneous; Prof & Tech Eng, Local 21; Municipal Executive Association;

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FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4108 10/11

11/02/2015

DHR Analysis/Recommendation:

Commission Approval Required

Approved by Civil Service Commission

DHR Approved for 11/02/2015

11/02/2015

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

A. Specify required skills and/or expertise:

Experience and expertise in evaluating aircraft noise reduction efforts, as well as local, state and federal aircraft noise policies and regulations; management of community forums; and familiarity with aircraft operating and noise reduction technology as well as acoustical metrics.

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

5264,9251,5271,

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

No, the contractor will not provide facilities or equipment that the City does not already possess; however, the contractor provides independent, third party guidance and staffing for an independent forum so that nearby communities can assess the effectiveness of noise abatement measures and contribute to the forum's operation.

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

A. Explain why civil service classes are not applicable:

Civil service classifications are applicable; however, the abovementioned Memorandum of Understanding (MOU) provides an independent process by which nearby communities can address the impact of aircraft noise. Central to this MOU is the leadership role of San Mateo County in providing staff and consultants as needed for the group, as well as the requirement that each member of the Roundtable financially support this effort.

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

No, civil service classifications already exist that can perform this work.

**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 will be provided for this service (see attachment).	<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? See attached document.	<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? San Mateo County	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

ON 08/05/15 BY:

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

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

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: Rental and cleaning of portable restrooms

Funding Source: General Fund

PSC Duration: 3 years

PSC Amount: \$1,500,000

**1. Description of Work**

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

Services will include as-needed rental and cleaning of portable restrooms for City use at City construction worksites and City-sponsored events. The number and type of portable restrooms will vary. The need for the equipment may last from a day to a month, or more. Portable restrooms would be delivered to the needed sites. Janitorial services are needed to keep the equipment clean and functioning. These services include cleaning the rented, portable restrooms and wash stations, replacement of soap and paper products, removal of waste from the holding tanks into a waste-receiving truck, and trucking the waste to a facility for proper disposal of the waste. The need for the services is unpredictable and depends on the number of worksites, users, and duration of the rental. For example, more portable restrooms would be required during summer months when more City constructions occur.

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

The consequences of denial would be that City employees working a City construction sites would not have access to restrooms. If cleaning was not provided, the restrooms would need to be removed daily, cleaned, and new restrooms delivered for use the next day. For City sponsored events, individuals and families with children would not have access to clean restrooms.

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

These services were provided through a term contract for the rental of portable restrooms. It has come to our attention that the janitorial services included in the rental of equipment should be brought to the Civil Services Commission for consideration.

D. Will the contract(s) be renewed?

If there is a demand for the service.

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

Portable restrooms will be provided as needed. Services will include equipment and storage space the City lacks.

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

A. Specify required skills and/or expertise: Ability to drive trucks carrying the portable restrooms and supplies, unload the items onto the site, clean restrooms, remove waste into a hauling truck, and dispose of waste according to applicable health and safety standards.

B. Which, if any, civil service class(es) normally perform(s) this work? 2708, Custodian; 2716, Custodial Assistant Supervisor; 2718, Custodial Supervisor; 2719, Janitorial Svcs Asst Sprv; 2720, Janitorial Services Supervisor; 7355, Truck Driver;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. Waste removal equipment and waste hauling truck as well as the rental of portable restrooms of different sizes and types, some with hand-washing stations, will be provided by contractor.

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

Other departments do not have access to portable restrooms and waste hauling vehicles.

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

A. Explain why civil service classes are not applicable.

The City does not own portable restrooms and storage facilities required as well as the equipment required for removal of waste. Cleaning and replacement of supplies is within the custodial classification series.

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. Services are as needed and would require purchase, maintenance and storage of portable restrooms.

**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 03/07/2019, the Department notified the following employee organizations of this PSC/RFP request:  
Bldg Mtl & Constr Teamsters, L 853; 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: One Carlton B. Goodlett Place, Room 362 San Francisco, CA 95102

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 40301 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/03/2019

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

**Lubamersky, Joan (ADM)**

---

**From:** Lubamersky, Joan (ADM)  
**Sent:** Thursday, March 07, 2019 3:28 PM  
**To:** 'lpinedo@teamsters853.org'  
**Cc:** 'DHR-PSCCoordinator, DHR (dhr-psccordinator@sfgov.org)'  
**Subject:** Proposed Personal Services Contract PSC 40301 18.19  
**Attachments:** Union Notification OCA Restrooms PSC 40301 18.19.pdf; Personal Services Contract Portable Restrooms PSC 40301 18.19.pdf

TO: Teamsters Local 853

The Office of Contract Administration of the City and County of San Francisco proposes to do a Personal Services Contract (PSC) to contract with a company deliver and clean portable restrooms to City worksites and City sponsored events.

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 classification involved would be Truck Driver Class 7355 which is represented by your union. Typically, unions have 30 days to raise questions about a personal services contract being scheduled at a Civil Service Commission meeting.

Please see the PSC Form 1 attached that is posted on the City website.

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

Thank you.

Attachment, PSC Form 1

Sincerely,

Joan Lubamersky

*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

**Lubamersky, Joan (ADM)**

---

**From:** dhr-psccordinator@sfgov.org on behalf of joan.lubamersky@sfgov.org  
**Sent:** Thursday, March 07, 2019 12:27 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; Lubamersky, Joan (ADM); DHR-  
PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 40301 - 18/19

RECEIPT for Union Notification for PSC 40301 - 18/19 more than \$100k

The GENERAL SERVICES AGENCY - CITY ADMIN – ADM has submitted a request for a Personal Services Contract (PSC) 40301 - 18/19 for \$1,500,000 for Initial Request services for the period 07/01/2019 – 06/30/2022. 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/12689> 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: ENVIRONMENT -- ENV

Dept. Code: ENV

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

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

Type of Service: Professional Consulting for Regional Administration of Energy Programs

Funding Source: Grant funding

PSC Amount: \$1,350,000

PSC Est. Start Date: 06/01/2019 PSC Est. End Date 05/31/2025

**1. Description of Work**

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

BayREN is an authorized Program Administrator of ratepayer funds for energy-efficiency programs. Authorized by the CPUC in 2012, BayREN provides energy-efficiency programs to all nine Bay Area Counties, including Alameda, Contra Costa, Marin, Napa, San Mateo, Santa Clara, Solano, Sonoma, and San Francisco. The CPUC approved the BayREN budget from 2018 through 2025 and authorized expansion into the commercial sector, covering small and medium business.

The Department of the Environment (the "Department") is the lead agency for this expansion, and is charged with conducting administration, marketing and implementation of the BayREN Commercial Program for all 9 counties.

The Department will administer the BayREN program within San Francisco. Working under the supervision of the Department, a contractor will be selected to provide administration, implementation and technical support for BayREN Commercial in the other eight Bay Area counties.

The contractor(s) will provide as-needed professional support for energy efficiency activities, which include Marketing, Education, and Outreach (ME&O), Program Administration Services (issuing rebates), Technical Assistance, Quality Assurance (on engineering reports and data) and Quality Control (in-field project installation), as well as Evaluation, Measurement, & Verification (EM&V; meter data verification).

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

The contract is necessary: • to fulfill the City's obligations under the BayREN grant as a Program Administrator (PA) of utility ratepayer funds • to administer parts of the program that the City cannot administrator, such as conducting regional activities and issuing incentive payments; • to be able to provide additional engineering and program services beyond the Department's internal capacity, and; • to meet new obligations under additional funding sources. Not having available contractor services will undermine the energy-efficiency program, interfere with providing rebates to BayREN Commercial program participants, such as businesses and property owners, and ultimately hinder Bay Area local governments' ability to meet their declared goals for reducing greenhouse gas emissions.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.  
Similar services were provided under PSC 48830-14/15, but that did not include work outside SF county.

D. Will the contract(s) be renewed?

No. Should the sources of funding continue past current dates, another Request for Proposal (RFP) will be issued and refined to address the Department's needs at that 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.

The energy efficiency programs are a major, on-going part of the Department's work to reduce energy use and greenhouse gas production. The grant funding is for a 6 year term. The Department will need to implement and administer regional programs and meet the grant goals set for the period of the grant. It is possible that additional funding will become available during that time.

## 2. Reason(s) for the Request

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

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

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

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:

- Regulatory or legal requirements, or requirements or mandates of funding source(s) which limit or preclude the use of Civil Service Employees: City Staff cannot conduct activities that occur in other Bay Area counties.
- Resources: Consultants will use testing equipment on buildings; modeling software for a variety of assessments; and customized databases for energy analysis.
- 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): This is a grant funded program, with future funding unknown.

## 3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Extensive knowledge of energy issues, including but not limited to: • experience implementing meter-based, commercial energy-efficiency programs; • specialized engineering and commercial building analysis; • quality assurance and control processes; • financial planning services for energy efficiency projects; • utility data collection, analysis, reporting, and • administrative capacity for desktop reviews, application processing and issuing of rebate payments. Since BayREN Commercial is a new program, it will certainly continue to evolve with experience, striving for continual improvement. As such, the contractor may propose additional tasks that would advance the program objectives of BayREN Commercial.

B. Which, if any, civil service class(es) normally perform(s) this work? 5638, Environmental Assistant; 5640, Environmental Spec; 5642, Sr. Environmental Spec; 5644, Principal Environ Specialist;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Consultants will use testing equipment on buildings; modeling software for a variety of assessments; and customized databases for energy analysis.

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

The Department of Environment staff will perform program administration, marketing and implementation activities within the City. The only services the contractor will perform will be in the other eight counties.

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

- A. Explain why civil service classes are not applicable.
  - 1) Existing civil service positions cannot perform work in other Bay Area counties. 2) Additionally, the contractor will perform some tasks which the City cannot easily perform, such as issuing incentive checks and conducting Bay Area-wide marketing, implementation and inspections.
- 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. Since the first funding award in 2001, the Department has added staff to do some of the work formerly performed by consultants, namely conducting energy audits and undertaking standard technical analysis. These programs currently support 12 full-time civil service positions (FTE's). However, other work is either seen by the City as posing a risk or is intermittent and highly specialized so that it would not be realistic to adopt a new civil service class that could cover the many diverse areas of expertise.

**6. Additional Information**

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

**7. Union Notification:** On 03/22/2019, the Department notified the following employee organizations of this PSC/RFP request:  
Prof & Tech Eng, Local 21

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

Name: Michael Hirai Phone: (415) 355-3704 Email: michael.hirai@sfgov.org

Address: Department of the Environment, 1455 Market Street, Suite 1200 San Francisco, CA 94103

\*\*\*\*\*

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 46806 - 18/19

DHR Analysis/Recommendation:  
Commission Approval Required  
DHR Approved for 06/03/2019

Civil Service Commission Action:



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

**Choi, Suzanne (HRD)**

---

**From:** dhr-psccordinator@sfgov.org on behalf of rchel.buerkle@sfgov.org  
**Sent:** Friday, March 22, 2019 1:39 PM  
**To:** rchel.buerkle@sfgov.org; ecassidy@ifpte21.org; WendyWong26@yahoo.com;  
wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org;  
pkim@ifpte21.org; amakayan@ifpte21.org; L21PSCReview@ifpte21.org; Buerkle, Rachel  
(ENV); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 46806 - 18/19

RECEIPT for Union Notification for PSC 46806 - 18/19 more than \$100k

The ENVIRONMENT -- ENV has submitted a request for a Personal Services Contract (PSC) 46806 - 18/19 for \$1,350,000 for Initial Request services for the period 06/01/2019 – 05/31/2025. 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/12780> 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)**

12.2018 RFP for Regional Energy Program Advisor  
(pg 1-13)

**City and County of San Francisco**

**Request for Proposals (RFP) for  
Bay Area Regional Energy Network (BayREN) Commercial  
Pay-for-Performance (P4P) Building Performance Advisor  
(BPA)**



Date Issued:

18 December 2018

Pre-proposal Conference:

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Proposal Due:

12:00 p.m., 25 January 2019

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**Request for Proposals for BayREN Commercial P4P Building Performance Advisor**

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RFP for BayREN Commercial P4P Program BPA

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## I. INTRODUCTION & SCHEDULE

### A. GENERAL

The Bay Area Regional Energy Network (BayREN) is a collaboration of the nine (9) counties that make up the San Francisco Bay Area. Led by the Association of Bay Area Governments (ABAG), BayREN provides regional-scale energy efficiency programs, services, and resources. BayREN is funded by utility ratepayer funds through the California Public Utilities Commission (CPUC), as well as other sources, drawing on the expertise, knowledge, and proven track record of Bay Area local governments. Find out more by visiting: <https://www.bayren.org/>.

As a Program Administrator (PA) BayREN, Marin Clean Energy (MCE), and the Investor Owned Utilities<sup>1</sup> (IOUs) submitted “2018 - 2025 Energy Efficiency (EE) Business Plans” to the CPUC for review and approval. Subsequently, in 05/2018, the CPUC approved all of the Business Plans via the D-18-05-041, *Decision Approving Energy Efficiency Business Plans* <http://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M215/K706/215706139.PDF>), including BayREN and its commercial sector. All approved Business Plans are filed at <https://www.caeecc.org/business-plans-1>

Under the BayREN Commercial Pay-for-Performance (P4P) Program (Program), energy efficiency (EE) services will be delivered by both Program Allies (energy service companies who will utilize P4P incentives to deliver completed upgrades; contracted separately) and by the Building Performance Advisors (BPA), a key component of the Program design.

Overall, the BPA’s core functions are:

1. support and assist BayREN-directed outreach activities;
2. provide program administration services;
3. provide technical assistance (TA) to a *limited* group of program customers (Participants);
4. provide accounting services;
5. conduct Quality Assurance (QA) and Quality Control (QC);
6. provide regular updates to BayREN stakeholders; and
7. assist with Evaluation, Measurement, & Verification (EM&V) activities.

The City and County of San Francisco (the City) will select one (1) firm to deliver the BPA services to the eight (8) Bay Area Counties: Bay Area region consists Alameda, Contra Costa, Marin, Napa, San Mateo, Santa Clara, Solano and Sonoma counties. San Francisco County will be served by the Department.

The contract shall have an original term of two (2) years. In addition, the City shall have two (2) options to extend the term for a period of two (2) years each, which the City may exercise in its sole, absolute discretion.

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<sup>1</sup> The IOUs are Pacific Gas & Electricity (PG&E), San Diego Gas & Electricity (SDG&E), Southern California Edison (SCE), & Southern California Gas Company (SoCal Gas).

RFP for BayREN Commercial P4P Program BPA

The contract total amount for the original period is expected to not exceed \$1,350,000<sup>2</sup>. Should the contract be extended, the annual compensation will increase at a rate similar to the annual costs of the original term. Proposers may submit proposals with greater or lesser value, and rate-cost justification will be considered as part of the evaluation.

**B. SCHEDULE**

**Table 1 - Anticipated Schedule**

<b>Proposal Phase</b>	<b>Date</b>
RFP Issue	18 December 2018
Pre-proposal Conference	No conference will be held.
Deadline for Submission of Written Questions or Requests for Clarification	07 January 2019
Publish and Distribute Answers to Questions	11 January 2019
Proposals Due	25 January 2019
Oral Interview with Firms Selected (for further consideration)	If necessary, the interview schedule will be announced via email before 11 February 2019.

*All dates are subject to change in the City's sole discretion.*

**C. CONTRACTORS UNABLE TO DO BUSINESS WITH THE CITY**

**1. General**

Contractors that do not comply with laws set forth in San Francisco's Municipal Codes may be unable to enter into a contract with the City. Some of the laws are included in this Request for Proposal (RFP), or in the sample terms and conditions attached.

**2. Companies Headquartered in Certain States**

This Contract is 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 lesbian, gay, bisexual, and transgender (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

<sup>2</sup> See "Table 2" below for budget breakdown by year.

RFP for BayREN Commercial P4P Program BPA

be performed in a state on the Covered State List may not enter into contracts with the City. A list of states on the Covered State List is available at the website of the City Administrator via this link: <https://sfgsa.org/chapter-12x-anti-lgbt-state-ban-list>.

## II. SCOPE OF WORK

The City and County of San Francisco Department of Environment (the Department or SFE) is the lead agency for the Program. Therefore, the Department, on behalf of BayREN, is requesting proposals to participate in the Program as the BayREN BPA, delivering program administration support, turnkey TA, QA and QC, and EM&V support to the eight (8) Bay Area counties. This “Scope of Work” outlined below is to be used as a general guide and is not intended to be a complete list of all work necessary to complete the project.

**Table 2 - 2019-2020 Program Metrics**

Metric Description	2019	2020
Total # of 2019 Completed Projects <sup>3</sup>	80	125
Total # of 2019 Completed Projects Requiring “Task C” <sup>4</sup>	20	50
Expected Total Program kWh Savings	3,600,000	4,200,000
Expected Total Program Therm Savings	10,000	12,000
Annual BPA Budget	\$600,000	\$750,000 <sup>5</sup>
Improvement Incentive Budget <sup>6</sup>	\$1,000,000	\$1,500,000

### **Task A. Provide Program Administration and Support (approximately 20% of scope)**

The BPA will participate in general program implementation support, including tasks below. Together, these tasks will contribute to the continual refinement and development of the Program.

1. **Enrollment Support:** Coordinate with the Department to deliver technical workshops to property owners and managers and follow-up on project leads generated through these outreach activities. Budget at least one (1) workshop, per County, annually.
2. **Assist with Continuous Program Improvement** - Working with the Department, the BPA will assist with the development of new program elements that improve Participant experience. The BPA will assist the Department in streamlining Program Administration, and Implementation functions in order to maximize resources available for performance incentives and improve overall Program cost effectiveness.

<sup>3</sup> Although this is an estimate, please use this # of projects to guide your bid.

<sup>4</sup> Again, this is an estimate to guide your bid.

<sup>5</sup> 2020 BPA budget is a project, and has not been approved by the BayREN governance group.

<sup>6</sup> BayREN and the Department reserve the right to fund-shift depending on programmatic needs.

## RFP for BayREN Commercial P4P Program BPA

As the Program evolves and data is collected, the BPA will provide feedback and ideas for improving, refining and evolving the Program process and offerings.

3. **Contract and Maintain a Secured Database** - The BPA will contract and maintain a pre-existing instance of energyOrbit™<sup>7</sup>(eO). This database will be used to store confidential Participant information for tracking and reporting. Information captured includes site-specific information, contact information, utility account information, utility usage, hours of operation, recommended measures installed, projected energy savings in kW, kWh and therms, project costs, incentive amount, and Participant costs.

**Collecting and analyzing sensitive utility account data are imperative to role of the BPA. Therefore, contracted-BPA must have passed PG&E's data security protocol before responding to this RFP.**

Additionally, the BPA will assist the Department with testing software upgrades and the maintenance of a Participant database system with the capacity to meet new and changing information, along with continued tracking and reporting of utility account numbers and usage data, rate schedules, measures implemented and rebates, etc.

4. **Create and Update Program Documents, Calculator and Forms** - Under the City's direction, the BPA will create, maintain, and update forms, manuals, and the Cost Effectiveness Tool (CET), as necessary. The CET is available here: <https://cedars.sound-data.com/>. The CET is visible to community members after successful log-in.
5. **Maintain Accounting and Issue Incentive Payments** - The BPA will set up an "incentive" cash revolving account to draw from, and issue incentive payments to Allies for quick payment of approved and completed projects. The Department will replenish the BPA account monthly as part of the invoicing process.

The BPA will process incentive payments in the form of payment checks, made payable to the Program Allies or Participant. Year 0 rebate payment is sent to the Participant or Ally within a maximum of thirty (30) calendar days of receipt of approved QA (if applicable) and all forms stated in the "Required Forms and Documents" section of the Program Manual.

The BPA will monitor subsequent incentive payments (Years 1 & 2), to be calculated based on Normalized Metered Energy Consumption (NMEC), and will be issued at twelve (12) and twenty-four (24) months after Year 0 incentive payment. Thus, each project has up to three (3) incentive payments.

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<sup>7</sup> The BayREN Multifamily is currently using eO to maintain its customer and savings database. The BPA will contract with eO to expand this instance to cover Commercial program. The Program will bear all license and administration fees from a separate budget.

## RFP for BayREN Commercial P4P Program BPA

6. **Report and Invoice** - The BPA will upload energy savings and project costs to PG&E's Energy Insight monthly or more regularly as needed. Again, the BPA must have passed PG&E's Data Security Protocol before Energy Insight access is granted.

Additionally, the BPA will provide the Department, BayREN, its County Members, and other parties and agencies with timely, recurring updates, as required. The BPA will also provide monthly invoices and reports on all program activities as required.

### **Task B. Conduct QA and QC (approximately 30% of scope)**

1. **Conduct QA** - The BPA will receive and process project applications from up to three (3) "Program Allies." A typical application package will include all of the forms required in the "Program Manual" and energy savings calculations / models. The BPA will check each submission for completeness and accuracy, methodologies used, reasonableness of savings estimates and construction cost estimates.
  - a. The BPA will perform desktop reviews of Ally projects to evaluate the validity of the submittals, such as the Energy Management Plan (EMP). As part of this review, the BPA will:
    1. confirm that potential energy savings exceeds 10 percent of baseline consumption by comparing predicted annual savings to observed annual energy consumption (baseline);
    2. there is a minimum twelve (12) months of baseline energy consumption data with complete data for all meters serving the site;
    3. check that baseline normalization model meets goodness-of-fit criteria, and;
    4. confirm there are no non-routine events (NREs) within the prior twelve (12) months.
  - b. As part of the QA process, the BPA will verify that double-counting of energy savings has not occurred by interviewing Allies and Participants. As a part of the project close-out process, the BPA will run a "double-dip" check with PG&E data / database<sup>8</sup>.
2. **Conduct QC** - The BPA will conduct Field Quality Control (FQC) inspections to verify proper installation of improvements. On a sampling basis and/or as directed, the Ally will contact a BPA to schedule an inspection to coincide with project completion. Projects selected for FQC must pass the FQC inspection in order for the Year 0 Improvement Incentive. BPA will inspect an Ally's first five (5) projects, and then one (1) out of seven (7) subsequent projects. FQC inspection failure(s) will trigger corrective action(s) to the job. Sampling rates may be increased, or other penalties introduced if inspections produce unsatisfactory results. The BPA will seek to complete verification activities within ten (10) business days barring any delays associated with difficulty in contacting the Participant, scheduling a verification appointment, or gaining access to a

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<sup>8</sup> The exact process of double-dipping check with PG&E has not been confirmed at the time of the RFP. BayREN and the contracted respondent will work together with PG&E to develop a process before program launch.

## RFP for BayREN Commercial P4P Program BPA

Participant's facility. The BPA will conduct telephone verifications for all applications that do not receive site verification.

### **Task C. Provide Turnkey TA (approximately 30% of scope)**

1. The BPA will provide turnkey TA to the subset of Participants who are unable or unwilling to procure such assistance through a Program Ally. Typically, these Participant are responding to direct BayREN outreach campaigns, and/or those for whom entering into a business relationship with a Program Ally may pose a barrier (e.g. technical or financial).

TA will generally encompass the following activities, although the BPA may be called on to provide other forms of TA. For the purpose of responding to this RFP, respondents should treat the described tasks herein as complete.

- a. **Access Historical Advance Metering Infrastructure (AMI) Data** - The BPA will assist prospective Participants with accessing their energy use data via "Share My Data" portal, per protocols jointly developed by BayREN and PG&E.
- b. **Conduct Preliminary Needs Assessment / Prequalification** - Before going on-site, the BPA will review AMI data and other site-specific information (such as building vintage and physical characteristics) to confirm the potential for significant energy savings suitable for whole-building M&V, and if the historical energy consumption pattern is a "good-fit" for the Program requirements.

Specifically, AMI data will be used to screen leads per the following criteria:

- i. Minimum twelve (12) months of baseline energy consumption data
- ii. Complete data for all meters serving the site
- iii. Baseline normalization model meets goodness-of-fit criteria
- iv. No NREs within the prior 12 months, including installation of onsite renewable generation or EV charging capabilities; participation in ratepayer funded energy efficiency program; change in the facility conditioned floor area, space type, or tenancy
- v. Potential energy savings exceeds ten percent of baseline consumption
- vi. Prospects with low energy savings potential or disqualifications based on baseline data may be referred to programs that claim deemed savings
- vii. If prequalification is not approved, the BPA will assist the participants to navigate and connect to resources and programs in addition to the Program, but not limited to, PG&E programs, MCE programs, Energy Watch programs, water utility incentives, and green building certifications.

- c. **Conduct ASHRAE Level 1-like Site Assessment** - The BPA will conduct an ASHRAE Level 1-like site assessment to confirm energy savings opportunities and develop a list of potential EE upgrades.

RFP for BayREN Commercial P4P Program BPA

- d. **Provide Financial Planning Assistance** - The BPA will identify any complementary EE programs to maximize savings and financial benefit for the Participant, including those implemented by PG&E, MCE and municipal utilities (where applicable), and include relevant financing options as appropriate.
- e. **Benchmark** - The BPA will offer TA to help Participants benchmark building energy performance in Portfolio Manager®.
- f. **Forecast Energy Savings (using appropriate methodology)** - The BPA will calculate predicted savings using deemed savings values or approved calculation methods. The BPA will also provide resultant financial savings and financing options.
- g. **Develop Energy Management Plans (EMP)** - The BPA will create and submit an EMP to submit to the Participant. The BPA will counsel the Participant, and once committed, the Participant will be transitioned to an Ally to complete projects. After EMP submission, the BPA will follow-up and facilitate the Participant enrollment in the Program, ensuring compliance with program requirements upon application and completed installations.
- h. **Coordinate with Program Allies** - The BPA will work closely with the Program Allies to ensure smooth project transition from Track 2 to Track 1 (Table 2) during the “Construction Management” phase. Essentially, TA extends only through the preparation and follow-up of an EMP, and further project implementation will be provided solely by a Program Ally. For resource allocation and budgeting purposes, please assume that TA is provided to the quantity of sites in Table 1.



**Table 3 - Program Activities, Tracks & Responsible Parties**

<b>Program Activities</b>	<b>Track 1: Ally Delivery</b>	<b>Track 2: In-House Delivery</b>
Marketing and Outreach	Joint (Allies and BPA)	
Historical AMI Data Analysis	Allies	BPA
Preliminary Needs Assessment / Pre-qualifications	Allies	BPA
Financial planning assistance	Allies	BPA
ASHRAE Level 1 Assessment	Allies	BPA
Energy Model / Simulation	Allies	BPA
Portfolio Manager Benchmarking	Allies	BPA
Energy Management Plan (Off-ramp from Track 2 to Track 1)	Allies	BPA
Construction Management Services	Allies	
Installation	Contractor	
Incentive Processing	BPA	
Quality Assurance / Quality Control	BPA	
Meter-based Advanced M&V	BPA	

**Task D. Provide EM&V Support (approximately 20% of scope)**

1. **Assist with Program EM&V Activities** - The CPUC will require the program to undergo at least one (1) program evaluation during the initial Contract Period. BayREN, as the Program Administrator, will also conduct at least one (1) internal evaluation to identify potential areas of improvement and to increase process efficiency. The BPA will assist both efforts with timely delivery of all required data, answering questions, review drafts and submit comments as necessary.
2. **Provide Meter-based Advance M&V** - The BPA will implement advanced meter-based M&V protocols as described in Appendix C of the Program Manual. M&V information systems will be provided by Open Energy Efficiency. The “Implementation Manual” and “Program Manual” are found here: <https://cedars.sound-data.com/programs/BAYREN06/details/>

**Additional Tasks**

The Program is new, and will evolve with experience,, striving for continual improvement. The BPA may propose additional tasks that would advance BayREN’s mission and the Program’s objectives to serve the Bay Area’s SMB market in alignment with the approach described in its Business Plan.

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: HUMAN SERVICES -- DSS

Dept. Code: DSS

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

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

Type of Service: Professional Services

Funding Source: county, state and federal

PSC Amount: \$3,500,000

PSC Est. Start Date: 07/01/2019

PSC Est. End Date: 06/30/2023

**1. Description of Work**

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

Provides comprehensive, quality, culturally-responsible State-mandated training to Child welfare workers, using Federal dollars, to increase child welfare workers knowledge and skills in the practice of public child welfare. These trainings increase the knowledge and skills of child welfare workers, thereby improving outcomes for children and families. Trainings cover complex case management and have both clinical and legal implications; providing child welfare workers updates on State laws, regulations and standards.

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

The California Department of Social Services mandates that child welfare workers receive on-going quality, comprehensive and culturally relevant training to increase their knowledge and skill in the practice of public child welfare. They are mandated to receive a minimum of 40 hours every two years, as required by CA Dept. of Social Services. This service is necessary to enable child welfare workers to respond effectively to the needs of children in the foster care system and their families, which in turn, improves outcomes for San Francisco children and their families. Training to child welfare workers provides an opportunity for children in the public child welfare system to achieve safety, permanency and well-being by ensuring the staff interacting with them have the latest and most comprehensive skills and knowledge available to them. The consequences of denial could result in more children in the foster care system, for longer periods of time and increasingly poor outcomes in regards to the safety, permanency and well being of the child. It could potentially lead to legal action against the City, were the workers not current on State standards, laws and regulations. The county would also be out of compliance with the state training requirements.

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

This services has been provided consistently for the past 20 years by the Bay Area Academy. The Bay Area Academy serves the 12 counties in the Bay Area. The Bay Area Academies were established by the CA. State Dept of Social Services and are the coordinating system to provide training to Child Welfare workers in the State. To draw down Title IV-E Federal revenue, each academy is affiliated with a university. The Bay Area Training Academy has been affiliated with CSU/Fresno Foundation since 2011.

**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):

Other (be specific and attach any relevant supporting documents):

**REASON FOR CHECKING OTHER:**

City does not have masters level, child welfare experienced trainers at the level required nor the academic institutional support for those trainers.

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

A. Specify required skills and/or expertise: Masters-level child welfare protective services worker. Given the nature of the training, it is critical that trainers be experienced master level social workers or clinicians in order to effectively train in advanced practices and address complex case situations. In order to draw down the full potential federal revenue (Title IV-E) the academy agency providing the service must be part of a public institution of higher learning (university or college). The regional training academies are the state system for providing child welfare training to county staff across the state.

B. Which, if any, civil service class(es) normally perform(s) this work? 1232, Training Officer;

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 1232 is a BA-level position and does not require child welfare expertise or experience. Child protective service workers are masters level staff. The work involves complex case management and decision making, requires some clinical knowledge, and involves court processes. The 1232 position does not have the experience and educational background to effectively provide this level of training. Masters level child welfare staff are generally trained out of the university social work schools and regional academies.

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 is a very specific training designated for child protective services and social workers. It would also be a significant increase in cost to the county due the federal funding can only come through an agency affiliated with a University in order to draw down Federal IV-E dollars through use of university indirect as match.

**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. Child Welfare workers (2940, 2941 and 2944) are required by California State Department of Social Services to receive 40 hours of training in public child welfare every 2 years from one of four training academies, established in California. The Bay Area Academy (BAA), affiliated with CSU/Fresno Foundation in order to leverage Federal funding, is the designed BAA for the 12 Bay Area Counties.

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

Yes. 40 hours of public child welfare training required every two years by legal mandate from the California Department of Social Services, Welfare and Institutions Code 16206 and the CDSS Staff Development and Training Manual, Section 14-610

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

7. **Union Notification:** On 02/25/2019, the Department notified the following employee organizations of this PSC/RFP request:  
Architect & Engineers, Local 21; Management & Superv Local 21; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21

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

Name: John Tsutakawa Phone: 415-557-6299 Email: john.tsutakawa@sfgov.org

Address: 1650 Mission Street, Suite 300, SF CA 94103 San Francisco, CA

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 49081 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/03/2019

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

**Choi, Suzanne (HRD)**

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**From:** dhr-psccordinator@sfgov.org on behalf of john.tsutakawa@sfgov.org  
**Sent:** Monday, February 25, 2019 11:00 AM  
**To:** Tsutakawa, John (HSA); 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; Gendelman, Johanna (HSA); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 49081 - 18/19

RECEIPT for Union Notification for PSC 49081 - 18/19 more than \$100k

The HUMAN SERVICES -- DSS has submitted a request for a Personal Services Contract (PSC) 49081 - 18/19 for \$3,500,000 for Initial Request services for the period 07/01/2019 – 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/12608> 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)**

Upload document for legal mandates:

welfare and institutions code 16206



State of California

WELFARE AND INSTITUTIONS CODE

Section 16206

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16206. (a) The purpose of the program is to develop and implement statewide coordinated training programs designed specifically to meet the needs of county child protective services social workers assigned emergency response, family maintenance, family reunification, permanent placement, and adoption responsibilities. It is the intent of the Legislature that the program include training for other agencies under contract with county welfare departments to provide child welfare services. In addition, the program shall provide training programs for persons defined as a mandated reporter pursuant to the Child Abuse and Neglect Reporting Act (Article 2.5 (commencing with Section 11164) of Chapter 2 of Title 1 of Part 4 of the Penal Code). The program shall provide the services required in this section to the extent possible within the total allocation. If allocations are insufficient, the department, in consultation with the grantee or grantees and the Child Welfare Training Advisory Board, shall prioritize the efforts of the program, giving primary attention to the most urgently needed services. County child protective services social workers assigned emergency response responsibilities shall receive first priority for training pursuant to this section.

(b) The training program shall provide practice-relevant training for mandated child abuse reporters and all members of the child welfare delivery system that will address critical issues affecting the well-being of children, and shall develop curriculum materials and training resources for use in meeting staff development needs of mandated child abuse reporters and child welfare personnel in public and private agency settings.

(c) The training provided pursuant to this section shall include all of the following:

- (1) Crisis intervention.
- (2) Investigative techniques.
- (3) Rules of evidence.
- (4) Indicators of abuse and neglect.
- (5) Assessment criteria, including the application of guidelines for assessment of relatives for placement according to the criteria described in Section 361.3.
- (6) Intervention strategies.
- (7) Legal requirements of child protection, including requirements of child abuse reporting laws.
- (8) Case management.
- (9) Use of community resources.
- (10) Information regarding the dynamics and effects of domestic violence upon families and children, including indicators and dynamics of teen dating violence.

(11) Post-traumatic stress disorder and the causes, symptoms, and treatment of post-traumatic stress disorder in children and the types of and behavioral manifestation of trauma, loss, and grief.

(12) The importance of maintaining relationships with individuals who are important to a child in out-of-home placement, including methods to identify those individuals, consistent with the child's best interests, including, but not limited to, asking the child about individuals who are important, and ways to maintain and support those relationships.

(13) The legal duties of a child protective services social worker, in order to protect the legal rights and safety of children and families from the initial time of contact during investigation through treatment.

(14) The information described in subdivision (d) of Section 16501.4.

(15) The information described in subdivision (i) of Section 16521.5. The program may use the curriculum created pursuant to subdivision (h), and described in subdivision (i), of Section 16521.5.

(d) The training provided pursuant to this section may also include any or all of the following:

- (1) Child development and parenting.
- (2) Intake, interviewing, and initial assessment.
- (3) Casework and treatment.
- (4) Medical aspects of child abuse and neglect.

(e) The training program in each county shall assess the program's performance at least annually and forward it to the State Department of Social Services for an evaluation. The assessment shall include, at a minimum, all of the following:

- (1) Workforce data, including education, qualifications, and demographics.
- (2) The number of persons trained.
- (3) The type of training provided.

(4) The degree to which the training is perceived by participants as useful in practice.

(5) Any additional information or data deemed necessary by the department for reporting, oversight, and monitoring purposes.

(f) The training program shall provide practice-relevant training to county child protective services social workers who screen referrals for child abuse or neglect and for all workers assigned to provide emergency response, family maintenance, family reunification, and permanent placement services. The training shall be developed in consultation with the Child Welfare Training Advisory Board and domestic violence victims' advocates and other public and private agencies that provide programs for victims of domestic violence or programs of intervention for perpetrators.

(Amended (as amended by Stats. 2017, Ch. 24, Sec. 48) by Stats. 2017, Ch. 714, Sec. 3. (AB 1006) Effective January 1, 2018.)

CDSS Staff Development and Training Manual

**Manual of Policies and Procedures**

**STAFF DEVELOPMENT  
AND TRAINING**



**STATE OF CALIFORNIA  
HEALTH AND HUMAN SERVICES AGENCY  
DEPARTMENT OF SOCIAL SERVICES**

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**CHAPTER 14-100 GENERAL**

**14-110 INTENT** **14-110**

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**HANDBOOK BEGINS HERE**

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Training programs are an important management resource for assisting county welfare departments in increasing staff competency, administering programs more effectively, and assuring high quality of public services. These regulations strengthen the relationship between training programs and organizational performance by emphasizing the role of planning in training functions, and the necessity of communication between program managers and training personnel. The overall objective of the county training program should be to assist in the achievement of organizational goals and objectives. Maximum flexibility and authority is granted to county welfare departments in designing and implementing training programs to achieve these results.

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**HANDBOOK ENDS HERE**

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**14-120 POLICY STATEMENT** **14-120**

- .1 Each county welfare department shall adopt and make available to all classes of its employees a written training program policy statement which shall include but not be limited to the following:
  - .11 A description of departmental training responsibilities by function and level;
  - .12 General rules regarding educational leave;
  - .13 General rules regarding participation in training events sponsored by the following:
    - .131 County welfare departments;
    - .132 Other governmental entities;
    - .133 External educational or training institutions;
    - .134 Professional or other appropriate organizations.
  - .14 A description of the department's participation in the cost of training activities for its staff;
  - .15 Information regarding affirmative action and job opportunity training.

<b>14-130</b>	<b>DEFINITIONS</b>	<b>14-130</b>
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- a. Reserved
- b. Reserved
- c. (1) "Career training" means training useful to the trainee and to the county welfare department in the future but not immediately applicable to the trainee's current or scheduled future job assignment.  
  
(2) "Continuing training" means an ongoing program of training planned to enable CWD employees to: (a) reinforce his/her basic knowledge and develop the required skills for the performance of specific functions, and (b) acquire additional knowledge and skill to meet changes due to enactment of new legislation, development of new policies, or shifts in program emphasis.
- d. "Direct service providers" means individuals or provider agency staff involved in the actual delivery of services to recipients, including eligibility determination when such function is specified in the provider contract. Clerical, supervisorial, management and other staff not actually delivering services to clients do not meet the definition of direct service providers.
- e. (1) "Education costs" means the costs of tuition, books, and supplies.  
  
(2) "Educational leave" means leave granted to an employee to enable attendance, for a specified period of time, at an educational or training program in lieu of reporting to work when the purpose of such program is improvement of performance and advancement to more responsible positions.
- f. (1) "Full-time training" means training that requires employees to be temporarily relieved of all responsibility for performance of current work to participate in training.
- g. Reserved
- h. Reserved
- i. (1) "Initial/Induction in-service training" means a period of intensive, task-oriented training to prepare new employees to assume job responsibilities.  
  
(2) "In-service training" means training developed, coordinated or conducted by the CWD, or by a contracted instructor or training organization, to meet a specific CWD need.

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STAFF DEVELOPMENT AND TRAINING  
GENERAL

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Regulations

14-130 (Cont.)

14-130 DEFINITIONS (Continued)

14-130

- j. (1) "Job-related training" means training directly applicable to the trainee's current job assignment or to an assignment scheduled to occur within the near future.
- k. Reserved
- l. Reserved
- m. Reserved
- n. Reserved
- o. "Out-service training" means training developed, coordinated or conducted outside the CWD to which the CWD authorizes staff attendance.
- p. (1) "Part-time training" means training that allows employees to continue full-time in their jobs or requires only partial reduction of work activities to participate in training.
- (2) "Pre-employment training" means the training of individuals who are not yet employed by the CWD but who are receiving financial assistance (which may include educational costs and/or stipends) for training from the CWD and have made a legally binding commitment to work for the CWD for a period of time at least equal to the period for which financial assistance was provided.
- q. Reserved
- r. Reserved
- s. (1) "Stipend" means money paid to a CWD employee or prospective employee in lieu of salary and fringe benefits to enable the individual to attend full-time training. The stipend is subject to CWD policy and the availability of funds and does not include educational costs.
- t. (1) "Training" means any structured activity which meets all of the following conditions:
- (a) Is the result of a consciously assessed learning need (by line, management, or training personnel).
  - (b) Is designed to improve an individual's or organization's performance.
  - (c) Is characterized by a set of overt learning objectives.

<b>14-130</b>	DEFINITIONS (Continued)	<b>14-130</b>
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- (d) Is characterized by processes designed to foster adult learning.
- (e) Is controlled, coordinated, or monitored and actively supported by the training personnel.
- (2) "Training personnel" means persons involved part- or full-time in instruction/facilitation, in arranging for and coordinating staff development sessions, or in administration of the staff development function.
  
- u. Reserved
- v. Reserved
- w. Reserved
- x. Reserved
- y. Reserved
- z. Reserved

**CHAPTER 14-200 TRAINING AND REIMBURSEMENT STANDARDS**

**14-201 FUNDING** **14-201**

- .1 Federal and/or state financial participation shall be available only for those training costs specified as "allowable" in this chapter.
- .2 The allowable costs for training shall be claimed in the staff development cost pool on the County Administrative Expense Claim and shall not be claimed in any other allocable support cost pool.
- .3 Reimbursement shall be subject to the availability of federal and state funds.

**14-205 CONDITIONS FOR REIMBURSEMENT** **14-205**

- .1 The training costs identified in this chapter are subject to reimbursement as staff development costs provided the following conditions are met.
  - .11 Trainee responsibilities:
    - .111 CWD trainees who are attending out-service training programs for eight or more consecutive work weeks have a legally binding commitment to continue to work in the CWD for a period of time equal to the period for which financial training assistance is granted.
    - .112 Persons in pre-employment training programs have a legally binding commitment to work for the CWD for a period of time equal to the period for which financial training assistance is granted, provided employment is offered within two months after training is completed.
  - .12 CWD responsibilities:
    - .121 The CWD shall offer employment to individuals in pre-employment training upon completion of the training program, unless precluded by merit system requirements, legislative budget cuts, position freezes, or other circumstances beyond the agency's control as determined by the DSS.
    - .122 The CWD shall evaluate all training programs.
    - .123 The CWD shall maintain records of the employment of persons trained or records specifying the reasons for nonemployment.
  - .13 The CWD shall pursue recoupment of funds paid to trainees who fail to fulfill their commitment under this section. Any recoupment shall be treated as a refund and deducted from total training costs.

**14-210 ALLOWABLE COSTS OF THE COUNTY WELFARE DEPARTMENT TRAINING UNIT** 14-210

- .1 The following costs connected with the CWD staff development effort shall be eligible for reimbursement.
  - .11 Salaries, benefits, travel and per diem of the training personnel, while they are assigned to a CWD training unit, provided:
    - .111 The employee has responsibility for performing specific training activities on an ongoing basis or for a specified period of time.
    - .112 Those training personnel who are second-line supervisors or higher are assigned full time to the training unit.
    - .113 The CWD develops and conducts its training in accordance with the standards of this division.
  - .12 Training supplies and materials, postage, books, and equipment.
  - .13 Salaries and benefits, travel and per diem for outside experts hired to develop or conduct special training programs.
  - .14 Rental for the training space when the training space is separate and apart from the CWD.
  - .15 Registration fees for institutes, seminars, or workshops related to the job which are sponsored by professional organizations.

**14-211 ALLOWABLE COSTS FOR COUNTY WELFARE DEPARTMENT STAFF ATTENDING IN-SERVICE TRAINING** 14-211

- .1 The following costs for CWD staff or volunteers attending in-service training shall be eligible for reimbursement as staff development costs. Active cases may be used for training purposes, however, the responsibility for authorizing public assistance or services shall not be delegated to staff whose salaries are charged to staff development funds.
  - .11 Salaries, fringe benefits, travel and per diem for initial in-service training of at least one week for newly-appointed or reassigned staff;
  - .12 Travel and per diem for CWD training sessions away from the trainee's work site or for institutes, seminars or workshops related to the job which are sponsored by professional organizations.

14-212	<b>ALLOWABLE COSTS FOR COUNTY WELFARE DEPARTMENT STAFF ATTENDING OUT-SERVICE TRAINING</b>	14-212
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- .1 The following costs for CWD staff attending out-service training shall be eligible for reimbursement. Long-term out-service training for Food Stamp Program staff is allowable when specifically authorized by SDSS.
  - .11 Salaries and fringe benefits, stipends, dependency allowance, educational costs, and travel for full-time training of eight or more consecutive work weeks;
  - .12 Salaries and fringe benefits, travel, and educational costs for full-time training of at least four weeks but less than eight consecutive weeks;
  - .13 Travel, per diem, and educational costs for full-time training of less than four consecutive work weeks or part-time training;
  - .14 Stipends, travel, and educational costs for persons preparing for employment with the CWD.

14-213	<b>UNALLOWABLE STAFF DEVELOPMENT COSTS</b>	14-213
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- .1 Costs including but not limited to those listed below, shall not be as a staff development cost, but shall be claimed as a regular county administrative expense.
  - .11 Salaries and benefits of supervisors engaged in day-to-day supervision;
  - .12 Salaries and benefits of CWD staff in continuing training;
  - .13 Salaries and benefits of students hired on a temporary basis, such as summer interns;
  - .14 All costs for attendance by CWD staff at meetings or conferences of professional organizations;
  - .15 Training for foster parents;
  - .16 Training for non-CWD or contracted service provider personnel.



STAFF DEVELOPMENT AND TRAINING TRAINING REIMBURSEMENT STANDARDS		Regulations
14-214		
14-214	<b>ALLOWABLE COSTS FOR SOCIAL SERVICES STAFF ATTENDING TRAINING</b>	14-214
Repealed by SDSS Manual Letter SD-88-01, effective 12/1/88.		
14-215	<b>COSTS NOT ALLOWABLE AS SOCIAL SERVICES STAFF DEVELOPMENT COSTS</b>	14-215
Repealed by SDSS Manual Letter SD-88-01, effective 12/1/88.		
14-220	<b>CONDITIONS FOR REIMBURSEMENT FOR TITLE XX PROVIDER AGENCY TRAINING</b>	14-220
Repealed by SDSS Manual letter SD-88-01, effective 12/1/88.		
14-221	<b>ALLOWABLE COSTS OF THE TITLE XX PROVIDER AGENCY TRAINING UNIT</b>	14-221
Repealed by SDSS Manual Letter SD-88-01, effective 12/1/88.		
14-222	<b>ALLOWABLE COSTS OF TITLE XX PROVIDER AGENCY DIRECT SERVICE PROVIDERS ATTENDING TRAINING</b>	14-222
Repealed by SDSS Manual Letter SD-88-01, effective 12/1/88.		
14-230	<b>ALLOWABLE COSTS FOR FOSTER PARENTS ATTENDING TRAINING</b>	14-230
Repealed by SDSS Manual Letter SD-88-01, effective 12/1/88.		
14-231	<b>ALLOWABLE COSTS FOR TITLE XX INDIVIDUAL DIRECT SERVICE PROVIDERS ATTENDING TRAINING</b>	14-231
Repealed by SDSS Manual Letter SD-88-01, effective 12/1/88.		

**CHAPTER 14-300 DEVELOPMENT OF TRAINING PROGRAMS**

**14-310 NEEDS ASSESSMENT** **14-310**

- .1 County welfare departments shall design, and utilize at least annually, processes to assess training needs.

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**HANDBOOK BEGINS HERE**

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- .2 The county welfare department shall select needs assessment processes may include but are not limited to the following:
- .21 Direct interview of representative employee samples;
  - .22 Questionnaires to all employees designed to cover major training need areas;
  - .23 Group meetings structured to reveal group or other training needs;
  - .24 Internal studies of persistent department problems;
  - .25 Analyses of required skills and knowledge of job functions compared with analyses of the skill and knowledge of staff currently holding such jobs;
  - .26 Individual or unit employee performance reports;
  - .27 Measurements of program or service delivery effectiveness, such as income maintenance quality control data;
  - .28 Surveys of recipients or community groups.
- .3 Training needs assessments should be conducted to result in statements of training needs which:
- .31 Reflect the perception of more than one organizational level in the county welfare department (Example: Line worker, first line supervisor and staff development office first line supervisor and director).
  - .32 Are related to organizational goals and objectives.
  - .33 Are described in terms of expected impact on the organization, the individual or the programs.

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**HANDBOOK ENDS HERE**

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**14-320     NEEDS ASSESSMENT****14-320**

- .1    County welfare departments shall have the authority and responsibility for the following functions:
- .11   Development of in-service or on-the-job training events or aids;
  - .12   Enrollment of staff in out-service training;
  - .13   Establishment of, or participation in, other programs which satisfy identified priority training needs;
  - .14   Utilization of the consultation and training resources of educational institutions as provided in Title IV-A or Title XX training contracts, when appropriate to their training needs.

**CHAPTER 14-400 ANNUAL TRAINING PLANS**

**14-410 STANDARDS** 14-410

- .1 By August 1st of each year, each county welfare department shall file with the Department of Social Services a social services and income maintenance program training plan which covers the fiscal year beginning with July 1 of that same year, and which adheres to the definitions, guidelines, policies and directions contained in these regulations.

**14-420 CONTENT** 14-420

- .1 Training personnel and departmental program managers shall cooperate in preparation of the plan which shall include at least the following information:
  - .11 A statement of training goals and objectives for the next fiscal year which relates to addresses the goals and objectives of the various program components, including those detailed in the Pre-Expenditure Report;
  - .12 A copy of the training policy statement specified in Section 14-120;
  - .13 A copy of the department's organization chart;
  - .14 A budget and staff description which differentiates between full- and part-time training employees and training assignments with regard to the following:
    - .141 Total number of personnel;
    - .142 Total number of personnel assigned income maintenance responsibilities;
    - .143 Total number of personnel assigned social service responsibilities;
    - .144 Amount of salary and fringe benefit expenses assignable to full- and part-time employees and to the training function in total;
    - .145 Itemized budget for all staff development and training costs.

**14-420**     **CONTENT (Continued)** **14-420**

- .15 A training needs assessment, including descriptions of the following:
  - .151 Processes used in the annual training needs assessment specified in Section 14-310;
  - .152 Identified training needs and the methods by which the county plans to meet them.
- .16 A description of the next fiscal year's program, including staff training to be offered in accordance with Chapter 14-500.
- .17 A description of procedures used to evaluate training program effectiveness and the results of training evaluations conducted during the previous year.
- .18 A description of plans for utilizing accredited educational institutions as specified in Section 14-320.14. Such plans shall include but not be limited to the following:
  - .181 A description of past contacts with educational institutions;
  - .182 Planned methods of utilization, if any;
  - .183 Reason for decision, if department chooses not to utilize the resources of educational institutions.

**14-430**     **FORMAT AND FORMS** **14-430**

- .1 The Department of Social Services shall provide county welfare departments with the training plan format and appropriate plan forms not later than May 1st of each year.

**14-510 CONTINUING TRAINING 14-510**

- .1 County welfare departments shall make provision for training activities designed to meet employee needs including but not limited to the following:
- .11 Preparing for newly assigned job duties;
  - .12 Expanding knowledge and understanding of their jobs' subject field;
  - .13 Providing knowledge and understanding of new and changing ideas;
  - .14 Remaining current on program changes, new programs, and other subject areas related to their duties and responsibilities.

**14-520 RECIPIENT FRAUD AND NONDISCRIMINATION 14-520**

- .1 County welfare departments shall provide training to all appropriate staff in the implementation of the recipient fraud and nondiscrimination regulations in Chapters 20-000 and 21-000.

**14-530 ELIGIBILITY AND GRANT DETERMINATION 14-530**

- .1 Eligibility and grant determination training shall be provided to each employee, and may be provided to volunteers (see Section 14-640), assigned to these functions within 90 calendar days from the date of employment or significant change in job duties, except that food stamp employees and volunteers shall be trained as specified in Section 63-202.5.

**14-530 ELIGIBILITY AND GRANT DETERMINATION (Continued)** **14-530**

- .2 The training shall be in accordance with Department of Social Services standards and guidelines and shall include information on the following:
- .21 Employee's position and function in the department;
  - .22 Interviewing;
  - .23 Referral to services;
  - .24 Caseload management;
  - .25 Documentation techniques;
  - .26 Client rights;
  - .27 Purpose and availability of early and periodic screening, diagnosis, and treatment services under the Child Health and Disability Prevention (CHDP) program.
  - .28 Purpose and availability of family planning services.

**14-540 EDUCATIONAL LEAVE** **14-540**

- .1 County welfare department's shall, within the limits of available funds and current county policy, provide permanent and probationary employees educational leave.
- .2 A written educational leave policy shall be established which requires the following:
- .21 Specific review and decision on every leave application;
  - .22 Written response to the applicant;
  - .23 File retention schedule for responses.

## CHAPTER 14-600 TRAINING PROGRAMS

## 14-610 TRAINING FOR NEW SOCIAL SERVICE WORKERS 14-610

- .1 County welfare departments shall provide training to employees who are newly hired, transferred or promoted to social service positions.

Authority Cited: Sections 10553 and 10554, Welfare and Institutions Code. Reference: 45 CFR 1357.15(t); Social Security Act, 45 CFR 1355.35, and Section 16206, Welfare and Institutions Code.

## 14-611 TRAINING FOR CHILD CARE WORKERS, CHILD WELFARE SUPERVISORS, AND JUVENILE PROBATION OFFICERS AND SUPERVISORS RESPONSIBLE FOR TITLE IV-E PLACEMENT ACTIVITIES 14-611

- .1 All new child welfare workers shall complete a standardized core training program consistent with Welfare and Institutions Code Section 16206, as approved by the California Department of Social Services (CDSS).
  - .11 The following core training shall be completed within 12 months from the date of hire. This core training shall include, but is not limited to, the following topics which have a standard content:
    - .111 Framework for child welfare practice,
    - .112 Child maltreatment identification, Part 1: neglect, physical abuse, and emotional abuse,
    - .113 Assessment of safety, risk and protective capacity,
    - .114 Case planning, management and documentation,
    - .115 Child and youth development,
    - .116 Placement and permanency, and
    - .117 Statewide automated child welfare information system.
  - .12 The following core training shall be completed within 24 months from date of hire. This core training shall include standard competencies and objectives and may be delivered in multiple learning and training modalities. This core training shall include, but is not limited to, the following topics:
    - (a) Indian Child Welfare Act,
    - (b) Multiethnic Placement Act/Interethnic Adoptions Provisions,



**14-611 TRAINING FOR CHILD CARE WORKERS, CHILD WELFARE SUPERVISORS, AND JUVENILE PROBATION OFFICERS AND SUPERVISORS RESPONSIBLE FOR TITLE IV-E PLACEMENT ACTIVITIES (Continued)**

14-611

- (c) Court procedures,
  - (d) Documentation for legal reports,
  - (e) Basic interviewing,
  - (f) Domestic violence,
  - (g) Substance abuse,
  - (h) Mental health,
  - (i) Ethics and values,
  - (j) Self-care for new child welfare workers,
  - (k) Education needs,
  - (l) Child welfare practice in a multicultural environment,
  - (m) Child maltreatment identification, Part 2: sexual abuse, and
  - (n) Health care needs.
- .2 Newly hired, assigned, or promoted direct line child welfare supervisors shall complete a standardized core training program, approved by the CDSS, within 12 months from the date of hire, assignment, or promotion.
- .21 Supervisor core training shall include, but is not limited to, the following topics:
- .211 Promising and research informed practice,
  - .212 Educational supervision,
  - .213 Policy context for child welfare practice,
  - .214 Managing for results/supervising toward outcomes (including state and federal reporting requirements),
  - .215 Case work supervision, and
  - .216 Fiscal fundamentals for children's services.

14-611 **TRAINING FOR CHILD CARE WORKERS, CHILD WELFARE SUPERVISORS, AND JUVENILE PROBATION OFFICERS AND SUPERVISORS RESPONSIBLE FOR TITLE IV-E PLACEMENT ACTIVITIES** (Continued) 14-611

- .3 Each county shall determine in consultation with their Title IV-E project coordinator, if a new child welfare worker, who has completed one or more classes of the standardized core training through the Title IV-E traineeship, will not be required to repeat these same classes in the standardized core training program.
- .4 Standardized core training shall not be required when:
  - .41 The county determines that a new child welfare worker has completed the standardized core in another county.
  - .42 The county determines that a new direct line child welfare supervisor has completed the standardized core in another county.
  - .43 CDSS may grant additional exceptions upon written request from the county.
- .5 All child welfare workers and supervisors shall undergo 40 hours of continuing training every 24 months. (See Sections 14-130(c) and 14-510.)
  - .51 For new child welfare workers and newly hired, assigned, or promoted child welfare supervisors, required hours for continuing training will commence with the state fiscal year after completion of core training.
- .6 Juvenile probation officers and supervisors responsible for Title IV-E placement activities shall include once in their annual training: concurrent planning, visitation requirements and termination of parental rights practices. The training, approved by the California Department of Corrections and Rehabilitation and CDSS, shall be completed within 24 months of being assigned responsibility for Title IV-E placement activities.

STAFF DEVELOPMENT AND TRAINING  
OPTIONAL TRAINING PROGRAMS

14-611 (Cont.)

Regulations

14-611 TRAINING FOR CHILD CARE WORKERS, CHILD WELFARE SUPERVISORS, AND JUVENILE PROBATION OFFICERS AND SUPERVISORS RESPONSIBLE FOR TITLE IV-E PLACEMENT ACTIVITIES (Continued)

14-611

HANDBOOK BEGINS HERE

.61 The California Code of Regulations (CCR), Title 15, Crime Prevention and Corrections, Division 1, Board of Corrections, Subchapter 1, Standards and Training of Local Corrections and Probation Officers, Article 3, Minimum Standards for Training, Sections 184(a), (a)(1) and (a)(4) specify as follows:

.611“(a) Each full participation eligible staff member shall complete annual training, during any year he/she is not participating in a core course as identified in Section 171 of these regulations.”

“(a)(1) Journey probation officer -- 40 hours.”

“(a)(4) Probation supervisor -- 40 hours.”

HANDBOOK ENDS HERE

.612 The training shall include, but is not limited to, the following areas;

- (a) Concurrent planning,
- (b) Visitation requirements, and
- (c) Termination of parental rights practices.

.613 In addition to training required in Section 14-611.612, supervisor training shall also include, but is not limited to:

- (a) Case planning practices,
- (b) Comprehensive assessment of wards who are receiving Title IV-E placement services including screening for educational and mental health needs.
- (c) Understanding the significance of state and federal reporting requirements such as the Adoption and Foster Care Analysis and Reporting System and the National Child Abuse and Neglect Data System.

CALIFORNIA-DSS-MANUAL-SD

MANUAL LETTER NO. SD-08-01

Effective 10/29/08

**14-611 TRAINING FOR CHILD CARE WORKERS, CHILD WELFARE SUPERVISORS, AND JUVENILE PROBATION OFFICERS AND SUPERVISORS RESPONSIBLE FOR TITLE IV-E PLACEMENT ACTIVITIES (Continued)** **14-611**

.7 A county welfare department or county probation department shall notify the CDSS in writing if the county agency determines it cannot meet the timeframes for completion of any of the training cited above.

.71 The notification shall describe:

.711 the conditions or circumstances resulting in training requirements not being met and the number and percentage of staff impacted, and

.712 the actions to be taken to achieve compliance and the timeline for anticipated compliance.

Authority Cited: Sections 10553 and 10554, Welfare and Institutions Code. Reference: 45 CFR 1357.15(t); 45 CFR 1355.35, and Section 16206, Welfare and Institutions Code.

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**STAFF DEVELOPMENT AND TRAINING**  
**OPTIONAL TRAINING PROGRAMS**

14-620 Regulations

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14-620     **PRE-EMPLOYMENT TRAINING** 14-620

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**HANDBOOK BEGINS HERE**

- .1     County welfare departments may establish income maintenance or social services program training for prospective staff to ensure the discharge of future job duties at the Department's standard level of performance.

**HANDBOOK ENDS HERE**

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14-630     **CAREER TRAINING** 14-630

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**HANDBOOK BEGINS HERE**

- .1     County welfare departments may offer career training opportunities to their staff.

**HANDBOOK ENDS HERE**

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14-640     **TITLE XX PROVIDER AGENCY TRAINING** 14-640

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**HANDBOOK BEGINS HERE**

- .1     County welfare departments may provide training to direct services staff of provider agencies, or to individual providers such as foster care parents, to prepare them for providing services or to increase their present service capabilities.

**HANDBOOK ENDS HERE**

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14-650     **PROGRAM VOLUNTEERS TRAINING** 14-650

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**HANDBOOK BEGINS HERE**

- .1     Social services or income maintenance program volunteers, other than food stamp workers (see 63-202.5), who are attached to and supervised by the county welfare department may be trained by the department in their voluntary assignments.

**HANDBOOK ENDS HERE**

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**CHAPTER 14-700 TRAINING PERSONNEL**

**14-710 STANDARDS** **14-710**

County welfare departments shall have adequate numbers of training personnel with suitable qualifications drawn from appropriate disciplines to carry out the required training activities for all levels and classes of personnel.

**14-720 RESPONSIBILITY** **14-720**

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**HANDBOOK BEGINS HERE**

- .1 County welfare departments shall formally designate the individual(s) or unit(s) responsible for agency staff training. Acceptable methods for meeting this requirement may include but are not limited to the following:
  - .11 A departmental training unit consisting of all trainers and a unit chief;
  - .12 Two departmental units, one consisting of all income maintenance trainers, the other of all social service trainers, and each with its own unit chief;
  - .13 A training chief responsible for the assignment of program specialists as part-time trainers in program units;
  - .14 Program managers responsible for supervision of full-time trainers assigned to program units.

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**HANDBOOK ENDS HERE**

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- .2 The following information regarding the individual(s) and unit(s) responsible for social service, income maintenance, and agency-wide training shall be made available to the Department of Social Services upon request:
  - .21 Name;
  - .22 Job title, if applicable;
  - .23 Address;
  - .24 Phone number;
  - .25 Organizational chart designating responsibility and lines of supervision.

**CHAPTER 14-800 EVALUATION OF TRAINING PROGRAMS**

**14-810 CONTENT 14-810**

- .1 County welfare departments shall establish and implement procedures to assess training program effectiveness in the following areas:
  - .11 Extent to which training objectives have been met;
  - .12 Extent to which the training experience is used on the job;
  - .13 Extent to which program goals and agency purposes have been satisfied.

**14-820 PROCEDURES 14-820**

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**HANDBOOK BEGINS HERE**

- .1 Evaluative procedures shall be selected by the county welfare department, and may include but are not limited to the following:
  - .11 Group meetings with past trainees;
  - .12 Immediate and delayed trainee reaction sheets;
  - .13 Short tests or quizzes;
  - .14 Supervisorial questionnaires and discussions;
  - .15 Examination of agency reports and records including quality control reports, Integrated Review and Improvement Studies (IRIS), and individual and unit performance evaluations.
  - .16 Surveys of recipients or community groups.

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**CHAPTER 14-900 TRAINING RECORDS**

**14-910 GENERAL REQUIREMENTS 14-910**

- .1 County welfare departments shall determine and record all training activity information necessary for evaluating the degree to which annual training plan objectives have been met.
- .2 County welfare departments shall maintain job descriptions of both part-time and full-time training positions which clearly establish the nature of the assignments.
- .3 The following general records shall be maintained for three years:
  - .31 Job descriptions;
  - .32 In-service training;
  - .33 Out-service training;
  - .34 Educational leave.
- .4 Financial records shall be maintained for four years.
- .5 County welfare departments shall submit training program information to the Department of Social Services upon request.

**14-915 ADDITIONAL CHILD WELFARE DEPARTMENT REQUIREMENTS 14-915**

- .1 County welfare departments shall maintain records of all training completed per Chapter 14-900.

Authority Cited: Sections 10553, and 10554, Welfare and Institutions Code. Reference: 45 CFR 1357.15(t); 45 CFR 1355.35, and Section 16206, Welfare and Institutions Code.

**14-916 PROBATION OFFICERS 14-916**

- .1 Probation departments shall report the child welfare training, in their annual training plan, consistent with reporting requirements in CCR, Title 15, Crime Prevention and Corrections; Division 1, Board of Corrections; Chapter 1, Board of Corrections; Subchapter 1, Standards and Training of Local Corrections and Probation Officers; Article 8, Monitoring of Program Administration and Evaluation; Section 318 which specifies as follows:

14-916 **PROBATION OFFICERS (Continued)** 14-916

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**HANDBOOK BEGINS HERE**

- .11 "The Board shall monitor during each fiscal year the administration of the county or city Standards and Training Program to assess the progress and see that the program is operating in accordance with the approved application, these regulations, and the law."

**HANDBOOK ENDS HERE**

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Authority Cited: Sections 10553 and 10554, Welfare and Institutions Code. Reference: 45 CFR 1357.15(t); 45 CFR 1355.35, and Section 16206, Welfare and Institutions Code.

14-920 **IN-SERVICE TRAINING** 14-920

- .1 County welfare departments shall keep at least the following in-service training records:

- .11 Name of training event;
- .12 Length of training event in classroom hours;
- .13 Number of trainees by job classification or function;
- .14 Name and class of instructor including but not limited to the following:
  - .141 County welfare department program staff member;
  - .142 County welfare department training staff member;
  - .143 Outside consultant or agency.
- .15 Employer of trainee including but not limited to the following:
  - .151 County welfare department;
  - .152 Volunteer;
  - .153 Individual provider;
  - .154 Provider agency.

**14-930 OUT-SERVICE TRAINING** 14-930

- .1 County welfare departments shall keep at least the following out-service training records;
  - .11 Name of training event;
  - .12 Length of training event in classroom hours;
  - .13 Number of trainees by job classification or function;
  - .14 Costs involved including but not limited to the following:
    - .141 Registration fees;
    - .142 Tuition;
    - .143 Books;
    - .144 Per diem;
    - .145 Travel.

**14-940 EDUCATIONAL LEAVE** 14-940

- .1 The following yearly records shall be kept for county welfare department employees receiving a stipend while attending long-term training:
  - .11 Number of employees on leave, by job classification or function;
  - .12 Type of program attended such as MSW or BA;
  - .13 Normal length of each type of program;
  - .14 Employee's progress in program, such as years completed in a multi-year program;
  - .15 Number of employees successfully completing long-term programs and returning to full-time work status during the reporting year.

14-940 **EDUCATIONAL LEAVE (Continued)** **14-940**

- .2 The following yearly records should be kept for prospective county welfare department employees receiving a stipend while attending long-term training at a university or college:
  - .21 Number of participating prospective employees;
  - .22 Type of program attended;
  - .23 Length of each type of training program;
  - .24 Prospective employees' progress in program, such as number of years completed in multi-year program;
  - .25 Number of program graduates becoming full-time employees during the reporting year.

Upload prior or similar approved PSC:

PSC approval of 2001-08/09

City and County of San Francisco



Edwin M. Lee, Mayor

Human Services Agency

Department of Human Services  
Department of Aging and Adult Services

Trent Rhorer, Executive Director

MEMORANDUM

DATE: September 18, 2013

TO: Leorah Dang, DHR-PSC Coordinator  
Department of Human Resources (Dept. 33)

FROM: David Curto, PSC Coordinator *David Curto*  
Justin Chan, Contract Manager  
Human Services Agency (Dept. 45)

RE: Request for Administrative Approval of PSC Modification (less than 50%)

PSC No: 2008-08/09

Approval Date: March 16, 2009

Description of Services: Provide homeless individuals and families with emergency shelter services and meals. Services may include sleeping facilities (bed, bedding, and storage space), meals/groceries, laundry facilities, and voluntary case management.

Original Approved Amount: \$75,750,000  
 Modification 1 Amount: \$0  
 Total Amount as Modified: \$75,750,000

Original Approved Duration: 7/1/09-6/30/14  
 Modification 1 Duration: 7/1/14-6/30/16  
 Total Duration as Modified: 7/1/09-6/30/16

Reason for the modification: to align the PSC authority (amount) with the contract authority.

Attachments: Copy of original PSC and Notice of Action.

FOR DEPARTMENT OF HUMAN RESOURCES USE

DHR Action:  Approved

Approval Date: 10/01/2013

By: *Micki Callahan*  
 Micki Callahan, Human Resources Director



CIVIL SERVICE COMMISSION  
CITY AND COUNTY OF SAN FRANCISCO

GAVIN NEWSOM  
MAYOR

March 5, 2009

NOTICE OF CIVIL SERVICE COMMISSION ACTION

SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACT NUMBERS 2000-08/09 THROUGH 2009-08/09.

At its meeting of March 2, 2009 the Civil Service Commission had for its consideration the above matter.

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

It was the decision of the Commission to:

- (1) Postpone PSC #2002-08/09; 2003-08/09 and 2005-08/09 to the meeting of March 16, 2009 at the request of SBIU Local 1021. The Commission stipulated this will be the last continuance granted.
- (2) Adopt the Human Resources Director's report on PSC #2000-08/09; 2001-08/09; 2004-08/09 and 2007-08/09 through 2009-08/09 on the condition that: 1) IFPTB Local 21 and the Human Services Agency meet to discuss their concerns regarding funding options for the transition of work performed by Class 2819 and 2822 Health Educators and Assistant Health Educators back to the City, in conjunction with the Department of Public Health; 2) a written report on the progress submitted to the Civil Service Commission no later than six (6) months (September 7, 2009) and 3) Human Services Agency continue to meet and discuss in good faith with IFPTB Local 21 other classifications, the work of which could possibly be transitioned back to the City. Notify the offices of the Controller and the Purchaser.
- (3) Adopt the Human Resources Director's report on PSC #2006-08/09. Notify the offices of the Controller and the Purchaser.

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

CIVIL SERVICE COMMISSION

ANITA SANCHEZ  
Executive Officer

Attachment

- c: Micki Callahan, Human Resources Director  
David Curto, Human Services Agency  
Jennifer Johnston, Department of Human Resources  
Naomi Kelly, Office of Contract Administration  
Brigette Rockett, Department of Human Resources  
Ben Rosenfield, Controller  
Alexis Torres, IFPTB Local 21, 1182 Market Street, Ste. 425, SF, CA 94102  
Margot Reed, SBIU Local 1021, 350 Rhode Island St., Ste. 100 South Bldg. SF, CA 94103  
Commission File  
Chron

POSTING FOR  
February 02, 2009

RECOMMENDED APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACTS

PSC No.	DeptNo	DeptName	Approval Type	Contract Amount	Description of work	Duration
2000-08/09	45	Human Services Agency	Continuing	\$ 7,500,000.00	Will provide orientations, induction training, home studies, and post-adoption services to the families, and facilitating the matching of adoptive families to San Francisco children in the foster care system.	30-Jun-14
2001-08/09	45	Human Services Agency	Continuing	\$ 65,000,000.00	Will provide training, respite care, counseling, crisis intervention, childcare and reunification efforts to help maintain foster children in their communities.	30-Jun-14
2002-08/09	45	Human Services Agency	Continuing	\$ 28,500,000.00	Will provide services to Community-based family resource centers that operate to serve all parents for specific parenting skills, parenting guides, crisis counseling and intervention.	30-Jun-14
2003-08/09	45	Human Services Agency	Continuing	\$ 160,000,000.00	Will provide childcare services to low-income and CalWorks families through partnerships with other state licensed providers in various identified target neighborhoods.	30-Jun-14
2004-08/09	45	Human Services Agency	Continuing	\$ 230,000,000.00	Will provide supportive housing services including case management, money management and tenant support to individuals and families living in shelters, single resident occupancy hotels and transitional or permanent housing.	30-Jun-14
2005-08/09	45	Human Services Agency	Continuing	\$ 38,500,000.00	Will provide outreach, counseling, employment services, vocational training, work readiness, referral and placement services, job retention support and follow-up to CalWorks and PAES (Parsonal Assisted Employment Services) and other low-income individuals.	30-Jun-14
2006-08/09	45	Human Services Agency	Continuing	\$ 25,415,000.00	Will provide support services to the Agency include but not are limited to the following: legal process service, courier service, fiscal intermediary (employer agent/payroll services for welfare to work clients), credit checks, and equipment maintenance.	30-Jun-14
2007-08/09	45	Human Services Agency	Continuing	\$ 327,750,000.00	Will provide a central registry, enrollment in a comprehensive health benefit system, advocacy and support services for 16,000 homecare workers. Provides the contract mode HSS as mandated.	30-Jun-14
2008-08/09	45	Human Services Agency	Continuing	\$ 75,750,000.00	Will provide homeless individuals and families with emergency shelter services and meals. Services may include sleeping facilities (bed, bedding and storage space), meals/groceries, laundry facilities, and voluntary case management.	30-Jun-14
2009-08/09	45	Human Services Agency	Continuing	\$ 14,950,000.00	Will provide individuals and families who are homeless or at-risk for homelessness with drop-in access to services, shelter bed reservations and respite from the streets.	30-Jun-14
4086-08/09	22	Department of the Environment	Regular	\$ 90,000.00	Will provide Charter bus transportation for the School Education Program's environmental field trips for grades K-12 students.	31-Dec-13
4087-08/09	22	Department of the Environment	Regular	\$ 264,000.00	Will provide consulting to develop long-term strategy for Clean Air Program, advise on latest technology, and support and outline funding options for Clean Air projects.	30-Jun-13



PERSONAL SERVICES CONTRACT SUMMARY

DATE: February 2, 2009

DEPARTMENT NAME: Human Services Agency DEPARTMENT NUMBER 45

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

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

TYPE OF SERVICE: Emergency Shelter Services for Homeless Individuals and Families

FUNDING SOURCE: City and County of San Francisco Funds

PSC AMOUNT: \$15,150,000 annual PSC DURATION: 7/1/09-6/30/14
\$75,750,000 term

1. DESCRIPTION OF WORK

A. Concise description of proposed work:
Provide homeless individuals and families with emergency shelter services and meals. Services may include sleeping facilities (bed, bedding and storage space), meals/groceries, laundry facilities, voluntary case management, substance abuse, mental health group sessions, shelter reservations, employment services, housing access and health activities.

B. Explain why this service is necessary and the consequences of denial:
This service is necessary for the provision of shelter and food to homeless individuals and families. Consequences of denial would be an increase in the number of malnourished people living on the streets due to lack of shelter and meals. In addition, denial would limit the opportunity to become self-sufficient.

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):
PSC# 2023-04/05

D. Will the contract(s) be renewed: Yes, based upon funding, performance and procurement.

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

Local 1021
Union Name Signature of person mailing/faxing form Date

Local 21
Union Name Signature of person mailing/faxing form Date

RFP sent to 1021, 21, on February 2005
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:  
*Skills and expertise in providing shelter, support services and food preparation to homeless individuals and families.*

B. Which, if any, civil service class normally performs this work?  
*Civil service classes 1424, 2604 and 2708. However, there are no civil service class for shelter staffing.*

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:  
*Some contractors provide the facilities and equipment such as beds, sanitary facilities and cooking facilities for meal preparation.*

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:  
*Work is performed during irregular business hours, i.e. evenings and weekends (24 hours a day/seven days a week)*

B. Would it be practical to adopt a new civil service class to perform this work? Explain.  
*It would not be practical due to the hours, required expertise for serving this population and fiscal impact.*

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"/> |
| • 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?  | <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 checked="" type="checkbox"/> | <input 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	
David Curto, Director	(415) 557-5581
Print or Type Name	Telephone Number

1650 Mission Street, Suite 300  
San Francisco, CA 94103  
 Address

## Dang, Leorah

---

**From:** David.Curto@sfgov.org  
**Sent:** Friday, September 27, 2013 9:07 AM  
**To:** DHR-PSCCoordinator, DHR  
**Cc:** Lewis, Brent; Flores, David; Chan, Justin; Dang, Leorah  
**Subject:** Re: AdminApproval Request PSC #2008-08/09 - Emergency Shelter Services for Homeless Individuals & Families (HSS-45)  
**Attachments:** PSC documents to SEIU.doc; HSA-lter to Civil Service-2009.doc

Hi Leorah,

We have upheld all of our conditions from the prior PSC approvals from 2009.

We never had any further or follow-up questions from Local 21 (Joe Brenner would verify this) it was only from Local 1021/.

Attached is my letter from February 11, 2009 transmitting all of the individual contracts to the unions. (See attached file: PSC documents to SEIU.doc)

Once we provided the details of the contracts included in the PSCs there were no longer any objections. We do continue to meet on a somewhat regular basis more of an as needed basis.

Attached is a letter, I have in my file we sent to the Commission in February 2 of 2009, We do not have any correspondence from the Commission that brought closure to these issues.

(See attached file: HSA-lter to Civil Service-2009.doc)

I do not have in our file any further follow-up letter to the Commission as I believe the issues raised never materialized

We have continued to provide information upon request and as you are aware we sat on the joint PEC committee for the last three years working on improvement of communications between the Unions and the Departments.

Dave Curto  
Director of Contracts and Facilities  
Human Services Agency  
415-557-5581

**From:** "DHR-PSCCoordinator, DHR" <dhr-psccordinator@sfgov.org>  
**To:** "Chan, Justin" <justin.chan@sfgov.org>,  
**Cc:** "Flores, David" <david.flores@sfgov.org>, "Curto, David" <david.curto@sfgov.org>, "DHR-PSCCoordinator, DHR" <dhr-psccordinator@sfgov.org>, "Lewis, Brent"

<brent.lewis@sfgov.org>

Date: 09/25/2013 11:37 AM

Subject: Admin Approval Request PSC #2008-08/09 - Emergency Shelter  
Services for Homeless Individuals & Families (HSS-45)

Sent by: "Dang, Leorah" <leorah.dang@sfgov.org>

Hi Justin,

Can you please provide the following items:

1. latest information regarding your continuous effort in "good faith" to meet with Local 21 per the Notice of CSC Action
2. a copy of the written report on the progress to CSC no later than Sept. 7, 2009 per the Notice of CSC Action
3. David Curto's signature

Please submit to [DHR-PSCCoordinator@sfgov.org](mailto:DHR-PSCCoordinator@sfgov.org) for review.

Thank you,

Leorah

415-557-4842

From: Justin Chan [<mailto:Justin.Chan@sfgov.org>]

Sent: Wednesday, September 18, 2013 2:09 PM

To: Dang, Leorah

Cc: Flores, David; Curto, David

Subject: PSC renewal application

Hi Leorah,

I wish to extend the term of PSC 2009-08/09 for provision of the homeless shelter service system. I've attached the renewal application, original summary, and notice of action.

I appreciate your help.

Regards,

Justin

Justin Chan

Contract Manager

Office of Contract Management

San Francisco Human Services Agency

1650 Mission St., Suite 300

San Francisco, CA 94103

(415) 557-5507

[Justin.Chan@sfgov.org](mailto:Justin.Chan@sfgov.org)

# City and County of San Francisco



Gavin Newsom, Mayor

# Human Services Agency

Department of Human Services  
Department of Aging and Adult Services

Trent Rhorer, Executive Director

February 2, 2009

Civil Service Commission  
25 Van Ness Suite 720  
San Francisco Ca 94102-6033

Re; pending approval of PSCs # 2000-08/09, 2001-08/09, 2004-08/09, 2007-08/09 and 2009-08/09

Dear Commissioners, (Casper, Gorrone, Boatwright, Jung, Normandy)

As you are aware, we have appeared before on four different occasions during the last twelve months regarding the PSC approvals that will be before you again on March 2, 2009. We have agreed to extend these approvals in three-month intervals in order to continue to meet and improve our working relationship with SEIU Locals 1021 and 21. These approvals will expire on June 30, 2009.

I am pleased to report to you that we have made significant process and are maintaining regular working sessions to dialogue and resolve concerns relating to the outsourcing of services to community based organizations. We have provided all of the detailed documents per the Union's request and will continue to work them to gain a greater understanding of the services we outsource to Community based organizations.

At this time we request that you move forward and vote to approval these Personal Service Contracts as presented to you.

Thank-you for your cooperation and patience in helping us to work through the issues raised during this process.

Sincerely,

Trent Rhorer  
Executive Director.

Cc: Anita Sanchez, Executive Director  
Micki Callahan Human Resources Director

# City and County of San Francisco



Gavin Newsom, Mayor

# Human Services Agency

Department of Human Services  
Department of Aging and Adult Services

Trent Rhorer, Executive Director

February 11, 2009

Ms Margot Reed  
SEIU Local 1021  
350 Rhode Island Suite 100  
San Francisco Ca. 94102

Subject: Contract scopes of services and budgets for pending Civil Service approval

Re; Civil Service Meeting March 2, 2009

Dear Margot,

Enclosed is a flash drive that contains the documents you requested at the February 2 Civil Service meeting. The documents are in folders that correspond the pending PSC numbers for your convenience.

Please contact me with any questions or if you would like to meet prior to the March 2, 2009 meeting

Thank you

Dave Curto  
Director of Contracts  
415-557-5581

Cc. Jonathan Wright

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: MUNICIPAL TRANSPORTATION AGENCY -- MTA

Dept. Code: MTA

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

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

Type of Service: As needed Special Events support

Funding Source: Local Funds and Operating Funds

PSC Duration: 4 years

PSC Amount: \$499,000

**1. Description of Work**

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

The San Francisco Municipal Transportation Agency (SFMTA) is pleased to issue this request for proposals (RFP) for as-needed event planning, marketing, and production services to support SFMTA in hosting engagement events for internal and the public (Services), including event planning and support for the launch of service of the Central Subway. SFMTA's goal for the Services is to increase SFMTA's reach, audience, and sponsorship levels, and to have a positive impact on the agency's target audiences.

As a part of its ongoing commitment to stakeholder and community engagement, the SFMTA conducts various events throughout the year. The size and scope of each event may vary depending on the needs of the agency and the audience involved. These events occur on an as needed basis and require additional staffing resources. Oftentimes, these events require staff to set aside current tasks and duties to support events as necessitated. Currently, SFMTA does not have the staff, capacity or special expertise to deliver and execute special events. This approach has not been sustainable and SFMTA could be delivering more robust events if given the appropriate support. In addition, special events may require specialized materials and equipment that the agency does not have available such spotlights, audio and video equipment, etc. Purchasing these items are not financially prudent since they change technology frequently and can be very costly to maintain for the agency.

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

SFMTA does not have the staff, capacity or special expertise to deliver and execute special events. Currently, existing staff has to set aside their tasks to assist in executing such events. This approach has not been sustainable and SFMTA could be delivering more robust and high-quality events if given the appropriate support. Lacking the ability to deliver high-quality events would affect the agency's reputation and in turn, diminish the trust in the agency.

**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 provided in the past

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

Yes; for recurring events such as Chinese New Year Parade, LGBTQ Parade, Cable Car Bell Ringing Contest, Safe Driver Awards, and other marketing related events.

- 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:

Special Events planning and execution is not steady work. Workload peaks only during immediate planning and execution.

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

- A. Specify required skills and/or expertise: Expertise in event planning, generating sponsorship and partnership packages, high-quality event execution and grand opening events.

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

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, as noted above, special events may require specialized materials and equipment that the agency does not have available such spotlights, audio and video equipment, etc. Purchasing these items are not financially prudent since they change technology frequently and can be very costly to maintain for the agency. Special events sometimes require securing non-city venues for one-time events.

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

No classification performing this work

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

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

No classification within the city that provides the necessary skills sets required for the scope of work and tasks for the as needed RFP.

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. For the agency's purposes, the special events do not occur over the span of 2080 hours and it would not be financially prudent to hire for a classification that will not have regular work.

**6. Additional Information**

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

No.

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

No. The contractor is hired to support staff. SFMTA will manage the contractor's 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 03/29/2019, the Department notified the following employee organizations of this PSC/RFP request:  
all unions were notified

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

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

Address: 1 South Van Ness, HR, 6th Fl San Francisco, CA 94103

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 43489 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/03/2019

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

## Nuque, Amy

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**From:** dhr-psccordinator@sfgov.org on behalf of amy.nuque@sfmta.com  
**Sent:** Friday, March 29, 2019 5:33 PM  
**To:** Nuque, Amy; Camaguey@sfmea.com; 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; Nuque, Amy; DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 43489 - 18/19

RECEIPT for Union Notification for PSC 43489 - 18/19 more than \$100k

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a request for a Personal Services Contract (PSC) 43489 - 18/19 for \$499,000 for Initial Request services for the period 07/01/2019 – 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/12809> 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: Equipment Maintenance - Hach

Funding Source: SFPUC Water Enterprise Operating Budget

PSC Amount: \$200,000 PSC Est. Start Date: 07/01/2019 PSC Est. End Date 06/30/2022

**1. Description of Work**

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

To provide monthly maintenance services to Hach-manufactured located at University Mound. This service includes monthly calibrations, cleaning, replacement parts, etc.

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

The Hach equipment was custom built and procured by the SFPUC in 2008 as part of an EPA grant designed to establish a pilot Contaminant Warning system. This equipment measures Total Organic Carbon, Chlorine, Turbidity, and other possible contaminants that could pose public health risks. The data collected by this equipment is fed into an online dashboard that allows remote access and event detection. The service is necessary to ensure that the equipment is providing accurate data. Failure to properly maintain the equipment could result in either failure to detect contaminants in the water supply, or false alarms based on inaccurate data reported by the equipment.

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, contracts have been renewed on a yearly basis since 2008. The current contract, 1000010820, is set to expire 06/30/2019. This is the first time PSC approval has been requested for this contract.

D. Will the contract(s) be renewed?

Yes.

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

N/A.

**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:

This work requires a very specific, narrow skill set, as well as access to replacement parts. Additionally, the work will end within three years.

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

A. Specify required skills and/or expertise: Factory certified training from Hach Co., and access to replacement parts.

- B. Which, if any, civil service class(es) normally perform(s) this work? none
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain:  
No.

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

There has not been an effort made to obtain these services through available resources within the City. Allowing CCSF staff to perform maintenance on this equipment would render any warranties for the equipment or replacement parts invalid, as this equipment is proprietary and Hach does not authorize any non-Hach certified personnel to work on it.

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

- A. Explain why civil service classes are not applicable.  
They do not contain the expertise nor access to replacement parts.
- 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 equipment is nearing its end of useful life, and will almost assuredly be retired by the end of the contract period.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.  
No. The contractor will not train CCSF staff, as the technology is proprietary to Hach Co.
- 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. Hach has a current contract for this SOW that expires on 06/30/2019.

**7. Union Notification: On 02/26/2019, the Department notified the following employee organizations of this PSC/RFP request:  
all unions were notified**

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

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

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 47368 - 18/19

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 06/03/2019

Civil Service Commission Action:

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

**Irwin, William**

**From:** dhr-psccoordinator@sfgov.org on behalf of winwin@sfwater.org  
**Sent:** Tuesday, February 26, 2019 3:57 PM  
**To:** Irwin, William; Camaguey@sfmea.com; 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, Kathy; Sandeep.lal@seiu1021.me; pcamarillo\_seiu@sbcglobal.net; MRainsford@Local39.org; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; pkim@ifpte21.org; agonzalez@iam1414.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; gail@sffdlocal798.org; cityworker@sfcwu.org; davidmkersten@gmail.com; djohnson@opcmllocal300.org; hodlocal@pacbell.net; ablood@cirseiu.org; pkarinen@ncrcr.org; tony@dc16.us; stevek@bac3-ca.org; xiumin.li@seiu1021.org; Poon, Sin Yee (HSA); smcgarry@ncrcr.org; rmtchell@twusf.org; grojo@Local39.org; jduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org; L2IPSCReview@ifpte21.org; sfsmsa@gmail.com; mshelley@dc16.us; david.canham@seiu1021.org; jtanner940@aol.com; oashworth@ibew6.org; L2IPSCReview@ifpte21.org; LiUNA.local261@gmail.com; local200twu@sbcglobal.net; speedy4864@aol.com; Christina@sfmea.com; ecdemvoter@aol.com; thomas.vitale@seiu1021.org;  
Irwin, William; DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 47368 - 18/19

- 120 -

RECEIPT for Union Notification for PSC 47368 - 18/19 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 47368 - 18/19 for \$200,000 for Initial Request services for the period 07/01/2019 -- 06/30/2022. 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/dhrrupal/node/12644> 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: Required third party calibration and maintenance service for revenue meters of the SFPUC (8671)

Funding Source: Water Enterprise Operating Budget

PSC Duration: 1 year 52 weeks

PSC Amount: \$375,622

**1. Description of Work**

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

The work is calibrating and maintaining important water meters of the regional water transmission system. The work is intended to increase the accuracy and reliability of regional water system water accounting by way of calibrating, inspecting, cleaning, and maintaining system meters and related instruments.

The primary objective of all calibration activities is to ensure meter-signal accuracy and consistency carries through from the field located secondary metering equipment, through all remote transmitting units and field programmable logic controllers, through the SFPUC Supervisory Control and Data Acquisition (SCADA) system, to the final remote operational display.

The work often includes entering confined spaces to use special testing equipment to certify instrument accuracy. Work on each meter is documented and calibration certificates presented. Reports include site inventory, field notes, calibration notes and metering site inventory. As needed, the work will involve diagnosing problems, identifying failed instruments, and performing parts replacement.

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

The primary reason this work is to be performed by contract is due to an explicit requirement of the 2009 Water Supply Agreement (WSA) between the City and County of San Francisco (CCSF) and its' Wholesale Water Customers (organized under the Bay Area Water Supply and Conservation Agency (BAWSCA)). The WSA is a 25-year agreement which among other things explicitly requires that CCSF, through the SF Public Utilities Commission (SFPUC), hire and have available an independent metering consultant to calibrate and maintain its regional water system meters. The data from these meters is used to apportion annually over \$100 million dollars in system operations costs between CCSF and its wholesale customers. To ensure impartiality in determining the share each party pays, the City and BAWSCA deemed it important to memorialize in the WSA the requirement to have an impartial third party maintain the meters and certify their accuracy. The meters determine the share of water deliveries expressed as a percentage that is used by the City and by the wholesale customers. This percentage is then applied to the annual expense to determine each party's share of costs. If this contract were denied, then the SFPUC would be in violation of its agreement to abide by the specific mandates of its' Water Supply Agreement (Appendix J) which explicitly spells out how and when and by whom the system meters are to be calibrated and maintained. Failure to uphold the tenants of the agreement would likely result in a law suit.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.  
Yes, this service has been provided in the past by way of earlier contracts. The contracts were purchase agreements for specific meter calibration services. No Personal Services Contract Summary forms were required in the past.

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):

Immediately needed services to address unanticipated or transitional situations, or services needed to address emergency situations.

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:

Immediate services are needed to address the unanticipated situation whereby the contract to perform mandatory meter calibrations by an independent third party expired while staff were working to extend the contract through December 20, 2019. Without a meter calibration contract, the schedule for calibrations cannot be maintained. Failure to maintain the meter calibration schedule is a violation of the Water Supply Agreement between CCSF and its Wholesale Water Customers. The 2009 Water Supply Agreement is a 25-year binding agreement which among other things requires a contract be in place for an impartial, independent third party to maintain and calibrate revenue meters located across the regional water system. These meters are used to apportion annual system operations costs totaling over \$100 million dollars. Apportioning the cost based on water usage recorded by these meters determines the share each party must pay. The two parties are the CCSF and the Wholesale Water Customers of the SFPUC. The Water Supply Agreement precludes Civil Service staff from performing the work due to the potential conflict of interest, or the perception of a conflict of interest. To avoid the conflict of having one entity with sole control over how the revenue meters at the heart of determining each party's share of the over \$100 million annual operations expense, an independent contract for calibration services is required. Extending the contract through December 20, 2019 allows the meters to be calibrated in compliance with stipulations in the 2009 Water Supply Agreement. In addition, during the extension period staff is working to competitively bid the meter calibration and maintenance scope of work to award a new multi-year contract for these services by January 2020. Attached is the 2009 Water Supply Agreement (WSA). Relevant sections per the PSC are: • WSA page 21, Article 3, Section 3.14, D. Measurement of Water • WSA page 34, Article 5, Wholesale Revenue Requirement • WSA, Attachment J, page 18, Section D, 3. Components of the Calibration and Maintenance Work

## 3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Required skills for this scope include experience in electronic instrumentation maintenance related to water flow instrumentation. This work requires practical knowledge and experience in Supervisory Control and Data Acquisition(SCADA)/HMI/PLC programming, estimating and project management, instrumentation and process control, and field technical services experience. In addition, experience with engineering and drafting as well as technical writing is required.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1042, IS Engineer-Journey; 7318, Electronic Maintenance Tech;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. The contract requires the following instruments to be in possession of the contractor. The city does not have these pieces of equipment. The items are: 1) NIST Certified Deadweight Tester, this instrument is a calibration standard that uses the principal of pressure balance to calibrate pressure measuring devices such as venturi meter instrumentation; 2) pitot tube insertion flow meters (up to 3 tubes capable of accurately measuring flow in various sized pipes up to 96" diameter), the pitots' must be certified for accuracy by an accredited lab and have the ability to be inserted into an active pressurized water transmission pipeline; and, 3) Field differential pressure transmitter and data logger capable of being remotely powered.

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

The City civil service classifications: Electronic Maintenance Technician (#7318) and IS Engineer (#1042) do work on the meters that are described in this document. However, the 2009 Water Supply Agreement agreed to by the CCSF and BAWSCA wholesale customers require an impartial third party certify that the meters are accurate and maintenance is performed by an independent entity.

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

- A. Explain why civil service classes are not applicable.  
The primary reason the scope cannot be performed by civil service staff is due to an explicit requirement of the 2009 Water Supply Agreement (WSA) between the City and County of San Francisco (CCSF) and its' Wholesale Water Customers (wholesale water customers are organized under the Bay Area Water Supply and Conservation Agency (BAWSCA)). The WSA is a 25-year agreement which among other things explicitly requires that CCSF, through the SF Public Utilities Commission (SFPUC), hire and have available an independent metering consultant to calibrate, maintain, and certify accuracy of its regional water system meters. Because the data from these meters is used to apportion over \$100 million dollars annually in shared costs for system operations, the City and BAWSCA deemed an impartial third party an important aspect to maintaining trust and impartiality in the data from these meters used to apportion over \$100 million dollars in shared operations costs. The meters are integral to calculations that determine the share of costs each party must pay.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, a new civil service class to perform this work is not necessary. Civil service classes already exist that can and do work on meter instrumentation, the reason the existing civil service classes do not perform the work called for in the meter calibration contract is due to a 25-year agreement (2009 Water Supply Agreement) which CCSF has entered into with its Wholesale Water customers whereby meter calibrations and certification of meter accuracy is mutually agreed to be provided by an independent meter consultant.

**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, the contractor will not provide formal training to CCSF employees. CCSF employees often assist the contractor in accessing meter locations and provide pertinent information on meter instrumentation and meter use. CCSF employees are free to ask the contractor questions on calibration techniques and instruments used to certify meters are accurate. The 2009 Water Supply Agreement (WSA) between the City and County of San Francisco (CCSF) and its' Wholesale Water Customers explicitly requires that CCSF hire and have available an independent metering consultant to calibrate, maintain, and certify accuracy of its regional water system meters. There is no formal training provision listed in the WSA.

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

Yes. Yes, in 1984 the CCSF and its suburban wholesale customers settled a legal dispute that included among other things the means and methods by which water operations cost would be shared based on proportional water use. This 1984 settlement agreement was the first 25-year agreement which required an independent, non-city entity to certify meter accuracy in determining proportional water use. In 2009 a second 25-year Water Sales Agreement (WSA) between CCSF and its wholesale customers was negotiated and put into effect. Water deliveries measured by the meters determines the portion each entity - CCSF and Wholesale Customers - must pay of the over \$100 million annual regional water operation expenses.

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

No.

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

Yes. SFPUC and CCSF BOS approved the WSA.

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 04/08/2019, the Department notified the following employee organizations of this PSC/RFP request:

Architect & Engineers, Local 21; Electrical Workers, Local 6; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21

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

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

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

\*\*\*\*\*

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 48124 - 18/19

DHR Analysis/Recommendation:  
Commission Approval Required  
DHR Approved for 06/03/2019

Civil Service Commission Action:

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

**Irwin, William**

**From:** dhr-psccoordinator@sfgov.org on behalf of winwin@sfwater.org  
**Sent:** Monday, April 08, 2019 4:36 PM  
**To:** Irwin, William; amakayan@ifpte21.org; oashworth@ibew6.org; khughes@ibew6.org; 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; Irwin, William; DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 48124 - 18/19

RECEIPT for Union Notification for PSC 48124 - 18/19 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 48124 - 18/19 for \$375,622 for Initial Request services for the period 01/01/2018 -- 12/31/2019. 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/12830> 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)**



## Water Supply Agreement July 2009 - Water Sales Key Points

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**WATER SUPPLY AGREEMENT**

**between**

**THE CITY AND COUNTY OF SAN FRANCISCO**

**and**

**WHOLESALE CUSTOMERS**

**in**

**ALAMEDA COUNTY, SAN MATEO COUNTY AND  
SANTA CLARA COUNTY**

**JULY 2009**

---

### 3.14 Measurement of Water

A. The parties recognize that continuous and accurate measurement of water deliveries to and from the Regional Water System and maintenance of complete and accurate records of those measurements is necessary (1) for the costs of the Regional Water System to be allocated in accordance with this Agreement, (2) for implementation of other provisions of this Agreement, and (3) for effective operation and maintenance of a water system serving a large urbanized region.

B. It is the responsibility of the SFPUC to obtain and record these measurements. To do so, the SFPUC shall install, maintain and operate measuring and recording equipment at the following locations: (1) inputs to the Regional Water System from all water sources ("System Input Meters"), (2) internal flow meters to support operation of the Regional Water System ("In-Line Meters"), (3) deliveries to the City at the San Francisco-San Mateo County line ("County-Line Meters") and to three reservoirs in San Francisco ("In-City Terminal Reservoir Meters"), (4) deliveries to SFPUC Retail Customers located outside the boundaries of the City, and (5) deliveries to the Wholesale Customers, as described and illustrated in Attachment J.

C. The SFPUC shall inspect, test, service, and calibrate the measuring and recording equipment installed at the locations described in subsection B and will repair or replace them when necessary, in order to ensure that their accuracy is consistent with specifications provided in Attachment J.

D. The SFPUC shall continue to contract with a qualified independent metering consultant to perform periodic inspection, testing, servicing and calibration of the County-Line Meters, the In-City Terminal Reservoir Meters, and the System Input and In-Line Meters described in Attachment J, as well as the portion of the SFPUC's Supervisory Control and Data Acquisition (SCADA) system that utilizes the flow signals produced by that measuring and recording equipment. The method, schedule and frequency for calibration and maintenance of the County-Line Meters and the In-City Terminal Reservoir Meters are specified in Attachment J. The SFPUC shall provide copies of the metering consultant's reports to BAWSCA.

E. System Input Meters measure water deliveries into the Regional Water System from sources such as Hetch Hetchy and the SFPUC's water treatment plants. System Input Meters also measure deliveries from the Regional Water System to outside sources or from

## **Article 5. Wholesale Revenue Requirement**

### **5.01 Scope of Agreement**

This Article shall be applicable only to the water rates charged by San Francisco to the Wholesale Customers. Nothing contained in this Agreement shall limit, constrain, or in any way affect the rates which San Francisco may charge for water sold to Retail Customers or the methodology by which such rates are determined.

### **5.02 General Principles**

This Article sets forth the method by which the Wholesale Customers' collective share of expenses incurred by the SFPUC in delivering water to them will be determined. This collective share is defined as the "Wholesale Revenue Requirement."

- A. The SFPUC currently operates several enterprises, including the Water Enterprise, the Wastewater Enterprise, and the Hetch Hetchy Enterprise.
- B. The Wastewater Enterprise is responsible for treating sewage within San Francisco and provides no benefit to the Wholesale Customers.
- C. The Hetch Hetchy Enterprise is responsible for storing and transmitting water to the Water Enterprise, generating hydroelectric power and transmitting it to San Francisco, generating electric power within San Francisco, and distributing electricity and steam heat within San Francisco. Its water supply operations provide benefits to the Wholesale Customers.
- D. The Water Enterprise delivers water to both Retail Customers, which are located both within and outside San Francisco, and to the Wholesale Customers, all of which are located outside San Francisco.
- E. This Article implements two general principles as follows: (1) the Wholesale Customers should not pay for expenses of SFPUC operations from which they receive no benefit and (2) the Wholesale Customers should pay their share of expenses incurred by the SFPUC in delivering water to them on the basis of Proportional Annual Use unless otherwise explicitly provided in this Agreement.
- F. To implement these general principles, the Wholesale Revenue Requirement will consist of, and be limited to, the Wholesale Customers' shares of the following categories of expense:

1. Capital cost recovery of Water Enterprise Existing Assets, and Hetch Hetchy Enterprise Existing Assets classified as Water-Only and the Water-Related portion of Joint assets (Section 5.03)
2. Contribution to the capital cost of Water Enterprise New Regional Assets (Section 5.04)
3. Water Enterprise operation and maintenance expenses, including power purchased from the Hetch Hetchy Enterprise that is used in the operation of the Water Enterprise (Section 5.05)
4. Water Enterprise administrative and general expenses (Section 5.06)
5. Water Enterprise property taxes (Section 5.07)
6. The Water Enterprise's share of the Hetch Hetchy Enterprise's operation and maintenance, administrative and general, and property tax expenses (Section 5.08)
7. The Water Enterprise's share of the Hetch Hetchy Enterprise's capital cost of New Assets classified as Water-Only and the Water-Related portion of Joint assets (Section 5.09)

In each of these cost categories, Direct Retail Expenses will be allocated entirely to Retail Customers. Direct Wholesale Expenses will be allocated entirely to the Wholesale Customers. Regional Expenses will be allocated between Retail Customers and Wholesale Customers as provided in this Article.

G. For purposes of establishing the rates to be charged Wholesale Customers, expenses will be based on the budget for, and estimates of water purchases in, the following fiscal year, as provided in Article 6. For purposes of accounting, the Wholesale Revenue Requirement will be determined on the basis of actual expenses incurred and actual water use, as provided in Article 7.

H. In addition, rates charged to Wholesale Customers may include the Wholesale Customers' contribution to a Wholesale Revenue Coverage Reserve, as provided in Section 6.06, which is not included in the Wholesale Revenue Requirement itself.

## ATTACHMENT J

### DEFINITIONS AND FORMULAS FOR CALCULATING PROPORTIONAL ANNUAL WATER USE

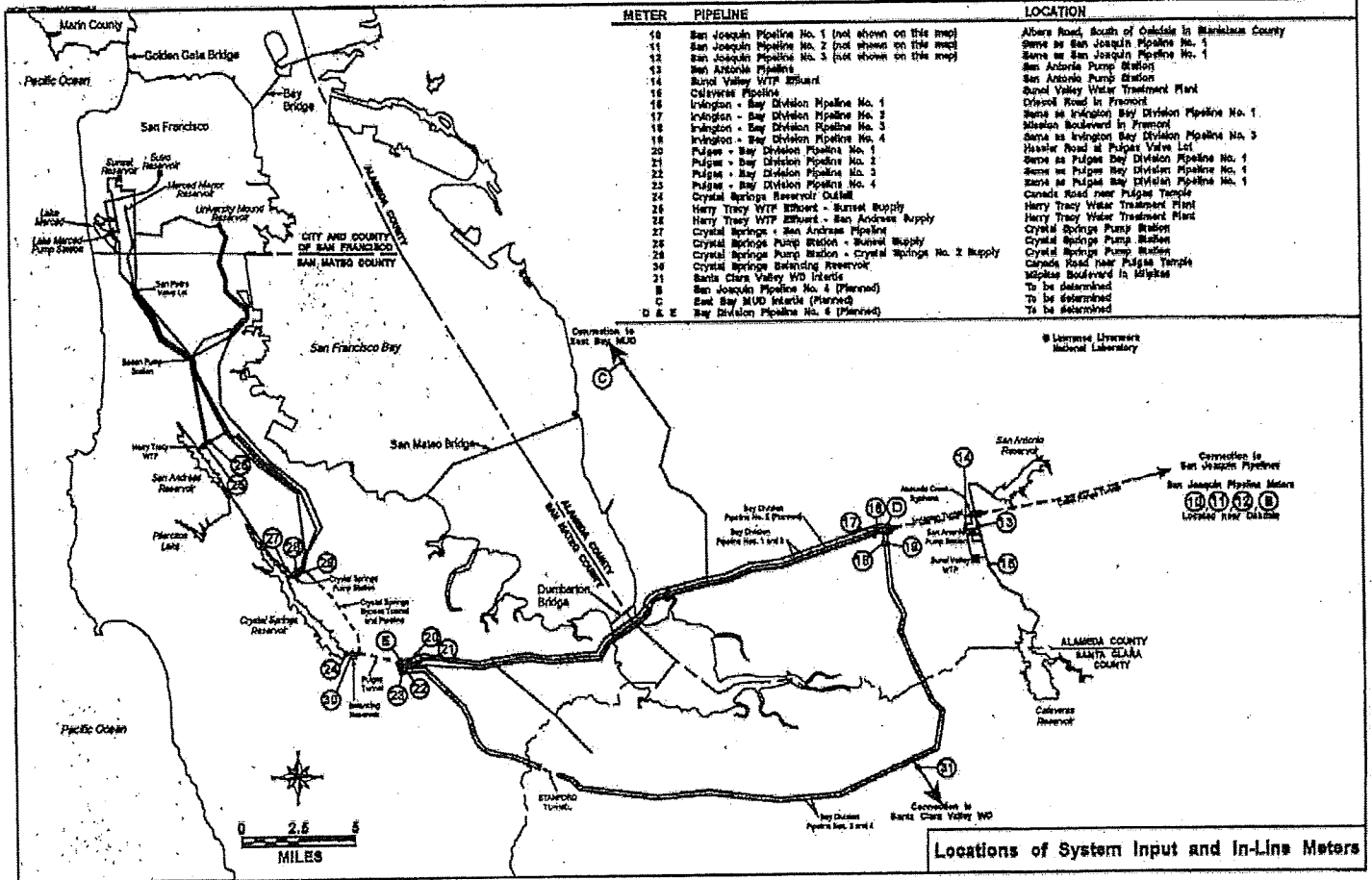
#### TABLE OF CONTENTS

This Attachment contains four sections, three figures, and five tables.

Section A:	Water Meters
Section B:	Calculation of Proportional Annual Water Use
Section C:	Data Requirements and Schedule
Section D:	County Line and In-City Terminal Reservoir Meter Calibration and Maintenance
Figure 1:	Locations of SFPUC County-Line Meters and In-City Terminal Reservoirs
Figure 2:	Generalized Schematic of Lake Merced Pump Station
Figure 3:	Locations of System Input and In-Line Meters
Table 1:	Base Usage and Allocation Rates
Table 2:	Locations of SFPUC County-line Meters and In-City Terminal Reservoirs
Table 3:	Locations of SFPUC System Input and In-line Meters
Table 4:	County-line Meters, In-City Terminal Reservoirs and Associated Metering Equipment
Table 5:	Meter Calibration and Maintenance Frequency

Table 1 presents the format for the water usage and allocation rate calculations for reference and to illustrate the definitions and formulas described in Sections A through C. Tables 2 and 3 list the meters whose locations are shown on Figures 1 and 3, respectively. Table

FIGURE 3



## SECTION D. COUNTY LINE AND IN-CITY TERMINAL RESERVOIR METER CALIBRATION AND MAINTENANCE

### 1. General

This section refers only to the County-Line and In-City Terminal Reservoir Meters. The term "meter(s)" includes the primary meter itself (most of the primary meters in the SFPUC's water system are Venturi-type flow meters) as well as any and all of the associated equipment used to measure, record, and transmit flow and water level data. The metering equipment associated with the primary metering device (also referred to as the secondary metering equipment) includes differential pressure transmitters, recorders, telecommunications equipment and the portion of the SFPUC's Supervisory Control and Data Acquisition (SCADA) System that is used to transmit flow and water level measurements from the water meter to the computer terminal that records the measured data.

The County-Line and In-City Terminal Reservoir meters, their general locations, and their associated metering equipment are listed in Table 4.

### 2. Frequency and Type of Work to be Performed

The meters, water level sensors, and associated metering equipment are to be inspected, tested, calibrated, and maintained according to the applicable meter calibration and maintenance frequency specified in Table 5.

### 3. Components of the Calibration and Maintenance Work



The SFPUC will contract with an independent metering consultant to perform periodic inspections, testing, servicing and calibrations of the meters and metering equipment for the County-line meters and In-City Terminal Reservoirs. The metering consultant's calibration and maintenance work will include the following components:

- Annual Pitot Tube Tests: Pitot tube flow tests shall be performed once a year on all Venturi-type flow meters. See Sections 4.b and 4.c for further detail.
- Quarterly Secondary Meter Equipment Testing and Calibration: The secondary metering equipment shall be tested for accuracy and calibrated quarterly at five input levels (0%, 25%, 50%, 75% and 100% of the full range of flow). See Section 4.a for further detail.
- Cleaning: Clean and remove dust, oils, dirt, etc. from all instruments.
- Flushing: Flush and clean Venturi tube differential pressure (D/P) sensing lines.
- Inspecting: Inspections for mechanical fatigue, leaky pipes and fittings, worn parts, and improper operation of electrical/electronic equipment.
- Lubrication: Mechanical parts shall be lubricated as needed.

#### 4. Calibration Procedures

The metering consultant shall continue to calibrate and maintain the County-line meters and metering equipment listed in Table 4 in accordance with the frequency of work specified in Table 5. The work includes documenting meter readings and accuracy before and after calibration. Specific tasks to be completed by the metering consultant are as follows:

- a) Quarterly testing and calibration. The secondary metering equipment shall be tested and calibrated quarterly using NIST Traceable test equipment, and a "dead weight tester."

The system loop error for the secondary metering equipment is determined by connecting its output to the differential pressure transmitter and adjusting the dead weight tester to 5 places over the full range of flow: 0%, 25%, 50%, 75% and 100%, while all instruments in the loop are connected. For water level transmitters, provide simulated test head equal to full range of the transmitter being calibrated, comparing the simulated test head to its 4-20 milliamp output signal to determine transmitter error and calibration requirements. The system loop error for the secondary metering equipment may not exceed +/-2%. The individual components of the secondary metering equipment shall also be tested at the same 5 input levels and calibrated as necessary to ensure the error of the system and individual components does not exceed +/- 2%.

- b) Annual Pitot Tube Testing and Calibration. Annual Pitot tube testing shall be conducted for a comparison of flow totalized by the Pitot tube test equipment and the totalizer used by the SFPUC for water measurement and billing purposes. Annual Pitot tube flow testing shall be performed on all flow meters for assessment of Venturi error using the Annubar continuous flow method at 22% of the pipe radius. Pitot tube flow testing must be conducted continuously for a minimum of 30 minutes per test.

The Pitot tube flow tests are first performed before any of the secondary metering instruments are calibrated to determine the total system error (system consisting of the primary metering device and secondary metering equipment). Once the total system loop error has been established, perform secondary loop instrument testing and calibration as per the quarterly testing and calibration procedures described in 4.a above. If the total system error exceeds +/- 2% after calibration of the secondary metering equipment, minor adjustments to the differential pressure transmitter shall be made to correct (calibrate) the error in the Venturi meter. Repeat Pitot tube testing must be performed after the individual instrument calibration and differential pressure transmitter adjustments have been performed to establish that total system loop error is within +/- 2%.

- c) Pitot tube testing shall be conducted at a flow rate representing the typical flow for the meter (and, if operationally possible, at three different flows ranging from a minimum to near maximum capacity flow).
- d) The metering consultant shall perform the meter testing and calibration procedures utilizing the meter characteristic curves (for example, the pressure drop vs. flow for a Venturi meter) that have been obtained during previous meter calibration and maintenance work.
- e) During each quarterly site visit, the metering consultant shall inspect, assess and document the condition of all metering equipment, including meter, gauges, indicators, recorders, transmitters and other instrumentation, used in the measurement and recording of flow rates and cumulative flow totals and shall document all operational problems with the calibration instruments and meters during the calibration process. Problems may include air entrainment, leakage, flow disturbance and unstable meter readings.
- f) Prior to each quarterly site visit, the metering consultant shall review prior calibration records and reports for each meter to determine if previously-identified errors or equipment deficiencies were corrected as previously recommended.
- g) Each quarter, the metering consultant shall submit a final report (See Section 6) containing all of the calibration results for each meter tested and calibrated during the quarter. The metering consultant's report shall include a narrative description of the work conducted on each meter and meter calibration reports for the individual metering equipment. The quarterly report shall also address deficiencies that were not previously corrected according to the recommendations made in the prior report.

## 5. Calibration Instruments

The instrument used for flow testing of the primary meter (Venturi) must meet the accuracy standards required by the American Water Works Association (AWWA), and be

capable of measuring actual flows with an error of less than +/- 2%. If a particular calibration instrument is not rated for accuracy by the AWWA, its accuracy will be determined by reference to its manufacturer's representations as to accuracy.

#### 6. Calibration Reports

Within fourteen (14) working days after the beginning of each quarter, the metering consultant shall submit a written progress report of the work performed during the previous quarter. Each quarterly report will describe the results of the meter calibrations and any other tasks performed. The report will also include comments regarding any observations of abnormal conditions and any recommendations regarding these meters and their related equipment.

The reports must include complete descriptions and status of meters and related equipment, dates and times of service, all calibration specifics, pipeline dimensions, range of flow rates and totalized volumes, before and after error analysis and accuracy levels achieved, testing equipment used, and the name(s) of the person(s) that performed the work.

When appropriate and necessary, the metering consultant shall provide recommendations for improving the accuracy and reliability of the equipment and/or the methods of data collection. If, in the opinion of the metering consultant, the condition of a meter or its associated metering equipment is found to be defective, damaged, or otherwise in need of immediate repair or replacement, the metering consultant shall: 1) promptly notify the appropriate SFPUC personnel of the problem and recommend a solution to the problem so that the SFPUC can determine how to address it and, 2) include the problem description in its quarterly report.

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: Relocation Advice and Assistance

Funding Source: General Fund

PSC Duration: 5 years

PSC Amount: \$750,000

**1. Description of Work**

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

The vendor will provide as needed advice and services to the Real Estate Department on relocation issues when the City purchases, condemns or receives as a gift to the City a building for City use and therefore must relocate existing tenants. Vendor will provide strategic planning for relocation assistance including preparation of relocation plans, study, and implementation of same; preparation of mandated notices, information brochures and other documents as required by state and/or federal relocation laws and regulations; perform claims administration and recommendations; determine eligibility for relocation benefits under applicable laws and guidelines; provide advisory assistance to those who are displaced; perform timely preparation and distribution of notices to vacate and other notices as required; and provide both business and residential relocation services as necessary.

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

Upon acquisition or condemnation of property, the City must provide relocation assistance under state and/or federal law. Depending on the project's monetary sources (e.g., Federal funds come with specific requirements for relocation), failure to provide relocation assistance and advice could result in a business and/or resident not relocating, delay a project, and/or potentially result in legal action against 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.**

These services were provided under contract.

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

New contracts under new RFP.

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

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

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

Other (be specific and attach any relevant supporting documents):

**REASON FOR CHECKING OTHER:**

Very specialized knowledge and expertise are required.

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

- A. Specify required skills and/or expertise: At least five (5) years residential and commercial relocation services for governmental entities; licensed and certified to conduct business in State of California; successful completion of course on the Uniform Relocation Assistance and Real Property Acquisition Policies Act; successful completion of course on relocation assistance; experience testifying as expert witness in Relocation Assistance Appeals Board proceeding or Superior Court actions regarding relocation claims; experience in office, commercial and residential relocations in Bay Area during the last two (2) years.
- B. Which, if any, civil service class(es) normally perform(s) this work? 4142, Senior Real Property Officer;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

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

These services are not available from resources within the City.

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

- A. Explain why civil service classes are not applicable.  
The only Civil Service classification that provides a small portion of these services is Senior Real Property Officer Class 4142. That classification does not have the specialized knowledge and training required.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. Work is specialized and as needed. No one classification would have the range and depth of knowledge required.

**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 03/07/2019, the Department notified the following employee organizations of this PSC/RFP request:  
Architect & Engineers, Local 21

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

Name: 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# 43054 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/03/2019

# **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:** Thursday, March 07, 2019 12:01 PM  
**To:** Lubamersky, Joan (ADM); 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; Lubamersky, Joan (ADM); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 43054 - 18/19

RECEIPT for Union Notification for PSC 43054 - 18/19 more than \$100k

The GENERAL SERVICES AGENCY - CITY ADMIN -- ADM has submitted a request for a Personal Services Contract (PSC) 43054 - 18/19 for \$750,000 for Initial Request services for the period 07/01/2019 – 06/30/2024. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/12688> 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

**Lubamersky, Joan (ADM)**

---

**From:** Lubamersky, Joan (ADM)  
**Sent:** Tuesday, May 07, 2019 11:51 AM  
**To:** Timothy Mathews (tmathews@ifpte21.org)  
**Cc:** 'DHR-PSCCoordinator, DHR (dhr-psccordinator@sfgov.org)'  
**Subject:** PSC 43054 18.19 Request for CSC June 3, 2019  
**Attachments:** 5.7.19 to L 21 re proceeding to CSC.pdf

Please see below and attached.

May 7, 2019

MEMORANDUM

**TO:** Timothy Matthews, Local 21  
**FROM:** Joan Lubamersky, Office of the City Administrator  
**SUBJ:** PSC 43054 18.19 Real Estate Relocation

As I wrote in my email to you of May 1, 2019, the department needs to move forward on securing approval from the Civil Service Commission (CSC) for relocation services.

Therefore, we are sending a copy of this memorandum to the Human Resources and requesting that this PSC be heard at the June 3, 2019 CSC meeting.

Attached are emails we exchanged concerning this PSC. A brief summary:

- 3.16.19 You sent me emails requesting to meet concerning five PSCs, one of which was subject PSC.
- 3.19.18 I emailed you acknowledging your request and reporting that I will contact departments involved.
- 3.27.19 We met with involved departments, including from the Real Estate Department.
- 4.2.19 You had requested a copy of the RFP for subject PSC. I sent it to you as well as information on work experience of the current vendor and calculation of charges
- 4.8.19 I emailed you, asking if you had additional questions.
- 4.9.19 You asked for information on payment structure
- 4.24.19 I responded to your inquiry, confirming that services are a-needed

We need to move forward to secure these services for The City.

Attachments

**Lubamersky, Joan (ADM)**

---

**From:** Lubamersky, Joan (ADM)  
**Sent:** Wednesday, May 01, 2019 4:01 PM  
**To:** Timothy Mathews (tmathews@ifpte21.org)  
**Cc:** 'DHR-PSCCoordinator, DHR (dhr-psccoordinator@sfgov.org)'  
**Subject:** FW: PSC 43054 18.19 Real Estate Relocation L21 request

Hello Timothy.

I am writing to let you know that this is a priority PSC for us, and we need to move forward on securing these services.

We were pleased to meet with you and have provided responses to your inquiries.

We will request that it be heard at the June 3, 2019 Civil Service meeting.

Best regards,

Joan

*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

**From:** Lubamersky, Joan (ADM)  
**Sent:** Monday, April 29, 2019 2:30 PM  
**To:** Timothy Mathews <tmathews@ifpte21.org>  
**Cc:** DHR-PSCCoordinator, DHR (HRD) <dhr-psccoordinator@sfgov.org>  
**Subject:** RE: PSC 43054 18.19 Real Estate Relocation L21 request

Hello Timothy.

Checking in on the PSC below for the Real Estate Relocation item.

Thank you very much.

Best regards,

Joan

**From:** Lubamersky, Joan (ADM)  
**Sent:** Wednesday, April 24, 2019 4:16 PM  
**To:** Timothy Mathews <tmathews@ifpte21.org>

Cc: DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>  
Subject: RE: PSC 43054 18.19 Real Estate Relocation L21 request

Hello Timothy.

I apologize for being late in my reply.

You highlighted language below, asking if the work is as needed, what is the payment structure.

Services are only provided when the City has relocation needs. When a need has been identified, the Real Estate Division staff meet with the vendor to develop a work plan and time frame. The City pays for work performed – this is not a retainer; the contract is not a guarantee.

Please let me know if this responds to your question. If so, I would appreciate your responding REPLY ALL so DHR may be notified.

Thank you very much.

Best regards,

Joan

X  
From: Timothy Mathews [mailto:tmathews@ifpte21.org]  
Sent: Tuesday, April 09, 2019 3:14 PM  
To: Lubamersky, Joan (ADM) <joan.lubamersky@sfgov.org>  
Cc: DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>  
Subject: RE: PSC 43054 18.19 Real Estate Relocation L21 request

Joan,

Thank you for the additional info. So, given what was provided I think I can answer question #1, but I still don't know the answer to #2:

1. In our meeting, I asked about the referenced licensure and/or certification required. You and Ms. Gorham referenced the attachments to the PSC – I was unable to find anything specific required. Are there requirements, other than completion of the 8-part web-based URA Training Course hosted on hud.gov and being a licensed business in California?
  - a. **No.**
2. How has the City contemplated the payment structure – is this envisioned an as-needed project size/scope based compensation or a retainer with guarantees, or somewhere in between? Please provide a copy of the compensation structure.
  - a. ??? ...I see in the RFP, the firm will be "retained," but there is no discussion about compensation. Can you please clarify how the contractor will be compensated?

---  
Timothy Mathews  
Research Specialist

IFPTE Local 21  
1167 Mission Street, 2<sup>nd</sup> Floor  
San Francisco, CA 94103

Office: [415-914-7345](tel:415-914-7345)

X  
**From:** Lubamersky, Joan (ADM) <[joan.lubamersky@sfgov.org](mailto:joan.lubamersky@sfgov.org)>  
**Sent:** Monday, April 8, 2019 9:41 PM  
**To:** Timothy Mathews <[tmathews@ifpte21.org](mailto:tmathews@ifpte21.org)>  
**Cc:** DHR <[dhrrpscordinator@sfgov.org](mailto:dhrrpscordinator@sfgov.org)>  
**Subject:** FW: PSC 43054 18.19 Real Estate Relocation L21 request

Hello Timothy.

Checking in on this PSC. Please let me know if you have any questions or if this information responds to your inquiry and L21 has no objection to it moving forward.

Please Reply All.

Thank you very much.

Best regards,

Joan

X  
**From:** Lubamersky, Joan (ADM)  
**Sent:** Tuesday, April 02, 2019 1:20 PM  
**To:** Timothy Mathews ([tmathews@ifpte21.org](mailto:tmathews@ifpte21.org)) <[tmathews@ifpte21.org](mailto:tmathews@ifpte21.org)>  
**Cc:** DHR-PSCCoordinator, DHR (HRD) <[dhrrpscordinator@sfgov.org](mailto:dhrrpscordinator@sfgov.org)>  
**Subject:** PSC 43054 18.19 Real Estate Relocation L21 request

Timothy:

Thank you for your response regarding the three PSCs.

Concerning your questions about the Real Estate Division (RED) Relocation PSC:

As you requested, the RFP is attached.

I have attached a listing of the work experience and training of one of the managers for our current vendor.

Also attached are the Calculation of Charges for an earlier contract for these services. Services are performed on a project-by-project, as-needed basis, the staffing requirements for which are developed by RED and the vendor.

Please advise me and DHR if this information responds to your inquiry. Please Reply All.

Thank you very much.

Best regards,

Joan

**From:** Timothy Mathews [<mailto:tmathews@ifpte21.org>]  
**Sent:** Sunday, March 31, 2019 12:07 PM

**To:** Lubamersky, Joan (ADM) <[joan.lubamersky@sfgov.org](mailto:joan.lubamersky@sfgov.org)>  
**Cc:** DHR-PSCCoordinator, DHR (HRD) <[dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org)>  
**Subject:** RE: L 21 and PSCs 48252 18.19, 4123 16.17, 3089 11.12, 43054 18.19

Joan,

Thank you again for setting everything up, and having the meetings run so smoothly.

The Union has further/outstanding questions on PSC 43054 – 18/19:

1. In our meeting, I asked about the referenced licensure and/or certification required. You and Ms. Gorham referenced the attachments to the PSC – I was unable to find anything specific required. Are there requirements, other than completion of the 8-part web-based URA Training Course hosted on [hud.gov](http://hud.gov) and being a licensed business in California?
2. How has the City contemplated the payment structure – is this envisioned an as-needed project size/scope based compensation or a retainer with guarantees, or somewhere in between? Please provide a copy of the compensation structure.
3. We would also like a copy of the RFP/RFQ which will be used to solicit bids or vendors – this may clear up my above questions.

The Union is okay with the following PSCs proceeding:

- 48252 – 18/19
- 4123 – 16/17
- 3089 – 11/12

Thank you.

-Timothy

---  
Timothy Mathews  
Research Specialist

IFPTE Local 21  
1167 Mission Street, 2<sup>nd</sup> Floor  
San Francisco, CA 94103

Office: [415-914-7345](tel:415-914-7345)

**From:** Lubamersky, Joan (ADM) <[joan.lubamersky@sfgov.org](mailto:joan.lubamersky@sfgov.org)>  
**Sent:** Friday, March 29, 2019 1:24 PM  
**To:** Timothy Mathews <[tmathews@ifpte21.org](mailto:tmathews@ifpte21.org)>  
**Cc:** DHR <[dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org)>  
**Subject:** L 21 and PSCs 48252 18.19, 4123 16.17, 3089 11.12, 43054 18.19

Dear Timothy:

This email is to confirm our discussion on Wednesday March 27, 2019 concerning subject Personal Services Contracts (PSCs) about which you had questions.

As we discussed, I will send you a copy of the County Clerk contract when it is executed.

I believe that we provided the information you requested.

## Lubamersky, Joan (ADM)

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**From:** Timothy Mathews <tmathews@ifpte21.org>  
**Sent:** Tuesday, March 26, 2019 2:17 PM  
**To:** Lubamersky, Joan (ADM)  
**Subject:** RE: Meeting Wednesday March 27 re: PSCs 43054 18.19, 4123 16.17, 30289 11.12, 48252 18.19

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

Hi Joan,

Sorry for the delay on my end – y'all are keeping me busy with contract negotiations.

It will just be me, tomorrow. I will be to the room at City Hall, a bit before 2:45.

Below are the big questions that I have, which I'd like to discuss / receive further information on, with the respective to the PSCs:

### **48255 – 18/19: City Clerk Records System**

Please provide the following:

1. The name of the current software, and more detail about the parent company's acquisition and the resultant abandonment of support of our current system.
2. The name and address of the selected vendor.
3. Approximate breakdown of software versus labor expenses.
4. RFP/RFQ sent to solicit contractors.
5. The vendor's submission in response to the City's RFP/RFQ, including the Fee Schedule.

### **4123 – 16/17**

Please provide the following:

1. A copy of the plan to implement the in-sourcing of this work, during the 5-year duration of this PSC.
2. RFP/RFQ sent to solicit contractors.
3. The submission in response to the City's RFP/RFQ, including the Fee Schedule.

### **3089 – 11/12**

Please provide the following:

1. A copy of (or an update to) the long term technology needs as related to the Customer Relations Management (CRM) software.
2. A summary of all funds spent to date (software versus labor), since the initial PSC request of April 4, 2012, as well as the balance of outstanding encumbrances.
3. The current vendor's submission in response to the City's RFP/RFQ, including the Fee Schedule.

### **43054 – 18/19**

Please provide the following:

1. The name and address of the selected vendor.
2. RFP/RFQ sent to solicit contractors.
3. The vendor's submission in response to the City's RFP/RFQ, including the Fee Schedule.
4. Listing and proof of licensing and/or certifications required to conduct this work.

Cheers!

-Timothy

—  
Timothy Mathews  
Research Specialist

IFPTE Local 21  
1167 Mission Street, 2<sup>nd</sup> Floor  
San Francisco, CA 94103

Office: [415-914-7345](tel:415-914-7345)

**From:** Lubamersky, Joan (ADM) <[joan.lubamersky@sfgov.org](mailto:joan.lubamersky@sfgov.org)>  
**Sent:** Monday, March 25, 2019 2:03 PM  
**To:** Timothy Mathews <[tmathews@ifpte21.org](mailto:tmathews@ifpte21.org)>  
**Subject:** Meeting Wednesday March 27 re: PSCs 43054 18.19, 4123 16.17, 30289 11.12, 48252 18.19

Mr. Matthews:

We have scheduled this meeting for Wednesday, March 27, from 2:45 until 4 PM. Please come to Room 362 a few minutes prior to 2:45 PM.

Please advise if other representatives from L 21 will attend.

Representatives from each of the four departments involved will attend.

If there is information you know you will request at the meeting, we will try to provide it to you if advised in advance. Additionally, you indicated you would provide background materials.

Thank you.

Sincerely,

Joan Lubamersky

*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

**From:** Timothy Mathews [<mailto:tmathews@ifpte21.org>]  
**Sent:** Wednesday, March 20, 2019 1:54 PM  
**To:** Lubamersky, Joan (ADM) <[joan.lubamersky@sfgov.org](mailto:joan.lubamersky@sfgov.org)>  
**Subject:** RE: Information requested on four PSCs 43054 18.19, 4123 16.17, 30289 11.12, 48252 18.19



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

...oh, and I will get back to you shortly, regarding background materials.

---  
Timothy Mathews  
Research Specialist

IFPTE Local 21  
1167 Mission Street, 2<sup>nd</sup> Floor  
San Francisco, CA 94103

Office: [415-914-7345](tel:415-914-7345)

**From:** Lubamersky, Joan (ADM) <[joan.lubamersky@sfgov.org](mailto:joan.lubamersky@sfgov.org)>  
**Sent:** Wednesday, March 20, 2019 12:59 PM  
**To:** Timothy Mathews <[tmathews@ifpte21.org](mailto:tmathews@ifpte21.org)>  
**Subject:** FW: Information requested on four PSCs 43054 18.19, 4123 16.17, 30289 11.12, 48252 18.19

Please advise during which of these times you are available to meet. I will arrange a meeting room at City Hall.

Thank you.

Monday March 25, Noon to 3  
Tuesday March 26, 9 to 5  
Wednesday March 27, 9 to 11 and 2 to 5

Sincerely,

Joan Lubamersky

**From:** Lubamersky, Joan (ADM)  
**Sent:** Wednesday, March 20, 2019 10:57 AM  
**To:** Timothy Mathews (<[tmathews@ifpte21.org](mailto:tmathews@ifpte21.org)> <[tmathews@ifpte21.org](mailto:tmathews@ifpte21.org)>  
**Subject:** Information requested on four PSCs 43054 18.19, 4123 16.17, 30289 11.12, 48252 18.19

Dear Mr. Matthews

I have contacted the four departments involved to arrange a time to meet.

Please advise as to what background materials you request.

Thank you very much.

Sincerely,

Joan

*Joan Lubamersky*  
General Services Agency-Office of the City Administrator

Please REPLY ALL to inform the Department of Human Resources that L 21 has no objection to these PSCs moving forward.

Thank you.

Sincerely,

Joan

**From:** Timothy Mathews [mailto:[tmathews@ifpte21.org](mailto:tmathews@ifpte21.org)]  
**Sent:** Tuesday, March 19, 2019 12:36 PM  
**To:** Lubamersky, Joan (ADM) <[joan.lubamersky@sfgov.org](mailto:joan.lubamersky@sfgov.org)>  
**Subject:** RE: PSCs 43054 18.19, 48252 18.19, 30289 11.12

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

Great, thank you Joan.

---  
Timothy Mathews  
Research Specialist

IFPTE Local 21  
1167 Mission Street, 2<sup>nd</sup> Floor.  
San Francisco, CA 94103

Office: [415-914-7345](tel:415-914-7345)

**From:** Lubamersky, Joan (ADM) <[joan.lubamersky@sfgov.org](mailto:joan.lubamersky@sfgov.org)>  
**Sent:** Tuesday, March 19, 2019 11:57 AM  
**To:** Timothy Mathews <[tmathews@ifpte21.org](mailto:tmathews@ifpte21.org)>  
**Subject:** PSCs 43054 18.19, 48252 18.19, 30289 11.12

Hello Tim.

I received your emails concerning three subject PSCs. I am contacting the departments involved and researching the PSCs.

I hope to be back in touch with you shortly.

Best regards,

Joan

*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

## **Additional Attachment(s)**



OFFICE OF THE  
CITY ADMINISTRATOR



London N. Breed, Mayor  
Naomi M. Kelly, City Administrator

May 7, 2019

MEMORANDUM

TO: Timothy Matthews, Local 21  
FROM: *Joan Lubamersky*  
Joan Lubamersky, Office of the City Administrator  
SUBJ: PSC 43054 18.19 Real Estate Relocation

As I wrote in my email to you of May 1, 2019, the department needs to move forward on securing approval from the Civil Service Commission (CSC) for relocation services.

Therefore, we are sending a copy of this memorandum to the Human Resources and requesting that this PSC be heard at the June 3, 2019 CSC meeting.

Attached are emails we exchanged concerning this PSC. A brief summary:

- 3.16.19 You sent me emails requesting to meet concerning five PSCs, one of which was subject PSC.
- 3.19.18 I emailed you acknowledging your request and reporting that I will contact departments involved.
- 3.27.19 We met with involved departments, including from the Real Estate Department.
- 4.2.19 You had requested a copy of the RFP for subject PSC. I sent it to you as well as information on work experience of the current vendor and calculation of charges.
- 4.8.19 I emailed you, asking if you had additional questions.
- 4.9.19 You asked for information on payment structure
- 4.24.19 I responded to your inquiry, confirming that services are a-needed

We need to move forward to secure these services for The City.

Attachments



OFFICE OF THE  
CITY ADMINISTRATOR



London N. Breed, Mayor  
Naomi M. Kelly, City Administrator

May 1, 2019

MEMORANDUM

TO: Honorable Civil Service Commission

FROM: *Joan Lubamersky*  
Joan Lubamersky, Contract Coordinator  
Office of the City Administrator

SUBJ: Typo Duration – Five Years  
Real Estate Department  
PSC 43054 18.19 Relocation Assistance

We provided a letter requesting approval of a five year duration. In error, the dates provided for the Personal Services Contract resulted in five years, one day.

The correct duration should be five years.

Thank you.

State of California uniform relocation acts benefit summary

## State of California Local Assistance Procedure

### Uniform Relocation Act Benefits Summary

LPP 04-06 July 9, 2004

#### **EXHIBIT 13-D UNIFORM RELOCATION ACT BENEFITS SUMMARY**

The following explanation is general in nature and is not intended to be a complete statement of Federal and State Relocation laws and regulations. Any questions concerning relocation should be addressed to the Caltrans District Right of Way Local Programs Coordinator.

Any persons to be displaced will be assigned to a relocation advisor, who will work closely with each displacee in order to see that all payments and benefits are fully utilized, and that all regulations are observed, thereby avoiding the possibility of displacees jeopardizing or forfeiting any of their benefits or payments. At the time of the first written offer to purchase, owner/occupants are given a detailed explanation of the agency's relocation services. Tenant occupants of properties to be acquired are contacted soon after the first written offer to purchase, and also are given a detailed explanation of the Relocation Program. To avoid loss of possible benefits, no individual, family, business, farm, or nonprofit organization should commit to purchase or rent a replacement property without first contacting a relocation advisor.

#### **I. Relocation Assistance Advisory Services**

In accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, the local agency sponsoring the project will provide relocation advisory assistance to any person, business, farm or nonprofit organization displaced as a result of the acquisition of real property for public use, who has certified that they are legal resident of the United States. The local agency will assist displacees in obtaining comparable replacement housing by providing current and continuing information on the availability and prices of both houses for sale and rental units that are "decent, safe, and sanitary." Nonresidential displacees will receive information on comparable properties for lease or purchase. (For business, farm, and nonprofit organization relocation services, see Section IV.) Residential replacement dwellings will be in equal or better neighborhoods at rents or prices within the financial ability of the individuals and families displaced, and reasonably accessible to their places of employment. Before any displacement occurs, comparable replacement dwellings will be offered to displacees that are open to all persons regardless of race, color, religion, sex, national origin, and consistent with the requirements of Title VIII of the Civil Rights Act of 1968 will be offered to displacees. This assistance will also include the supplying of information concerning federal and state assisted housing programs, and any other known services being offered by public and private agencies in the area.

Persons who are eligible for relocation payment(s) and who are legally occupying the property required for the project will not be asked to move without first being given at least 90-days written notice. Occupants eligible for relocation payment(s) will not be required to move unless at least one comparable "decent, safe, and sanitary" replacement residence, available on the market, is offered to them by the local agency.

#### **II. Residential Relocation Payments Program**

The Relocation Payment Program will help eligible residential occupants by paying certain costs and expenses. These costs are limited to those necessary for or incidental to the purchase or rental of the replacement dwelling and actual reasonable moving expenses to a new location within 50 miles of the displacement property. EXHIBIT 13-D Local Assistance Procedures Manual Uniform Relocation Act Benefits Summary Page 13-58 July 9, 2004 LPP 04-06

Any actual moving costs in excess of the 50 miles are the responsibility of the displacee. The Residential Relocation Program can be summarized as follows:

**Moving Costs**

Any displaced person who lawfully occupied the acquired property, regardless of the length of occupancy in the property acquired, will be eligible for reimbursement of moving costs. Displacees will receive either the actual reasonable costs involved in moving themselves and personal property up to a maximum of 50 miles, or a payment based on a fixed moving cost schedule.

**Replacement Housing Payment – 180 day Owner-Occupants**

In addition to moving and related expense payments, fully eligible homeowners may be entitled to payments for increased costs of replacement housing. Homeowners who have owned and occupied their property for 180 days or more prior to the date of the first written offer to purchase the property, may qualify to receive a price differential payment and may qualify to receive reimbursement for certain nonrecurring costs incidental to the purchase of the replacement property. An interest differential payment is also available if the loan rate for the mortgage on the replacement dwelling is higher than the loan rate on the displacement dwelling, subject to certain limitations. The maximum combination of these three payments that the owner-occupant can receive is \$22,500. If the total entitlement (without the moving payments) is in excess of \$22,500, the Last Resort Housing Program will be used. (See the explanation of the Last Resort Housing Program below.)

**Replacement Housing Payment – 90 day Occupants**

Tenants who have occupied the property to be acquired by the local agency for 90 days or more and owner-occupants of 90-179 days prior to the date of the first written offer to purchase may qualify to receive a rental differential payment. This payment is made when the local agency determines that the cost to rent a comparable “decent, safe, and sanitary” replacement dwelling will be more than the present rent of the displacement dwelling. As an alternative, the tenant may qualify for a down payment benefit designed to assist in the purchase of a replacement property and the payment of certain costs incidental to the purchase, subject to certain limitations noted below under the Down Payment section. The maximum amount payable to any tenant of 90 days or more and any owner-occupant of 90-179 days, in addition to moving expenses, is \$5,250. If the total entitlement for rental supplement exceeds \$5,250, the last Resort Housing Program will be used. A 90-day occupant may choose to convert their Rent Differential to a Down Payment to aid in purchasing a replacement property. The down payment and incidental expenses cannot exceed the maximum payment of \$5,250. The one-year eligibility period in which to purchase and occupy a “decent, safe, and sanitary” replacement dwelling will apply. Local Assistance Procedures Manual EXHIBIT 13-D Uniform Relocation Act Benefits Summary Consultant Selection Criteria and Guide Page 13-59 LPP 04-06 July 9, 2004



### **Last Resort Housing**

Federal regulations (49 CFR 24) contain the policies and procedures for implementing the Last Resort Housing Program on federal-aid projects. Last resort housing benefits are, except for the amounts of payments and the methods in making them, the same as those benefits for standard residential relocation as explained above. Last resort housing has been designed primarily to cover situations where a displacee cannot be relocated because of lack of available comparable replacement housing, or when the anticipated replacement housing payments exceed the \$5,250 and \$22,500 limits of the standard relocation procedure, because either the displacee lacks the financial ability or other valid circumstances. In certain exceptional situations, Last Resort Housing may also be used for tenants of less than 90 days.

Other Relocation Information: After the first written offer to acquire the property has been made, the local agency will, within a reasonable length of time, personally contact the displacees to gather important information, including the following:

- Preferences in area of relocation.
- Number of people to be displaced and the distribution of adults and children according to age and sex.
- Location of school and employment.
- Specific arrangements needed to accommodate any family members' special needs.
- Financial ability to relocate into a comparable replacement dwelling, which will adequately house all members of the family.

### **III. The Nonresidential Location Assistance Program**

The Nonresidential Relocation Assistance Program provides assistance to businesses, farms, and nonprofit organizations in locating suitable replacement property, and reimbursement for certain costs involved in relocation. The Relocation Advisory Assistance Program will provide current lists of properties offered for sale or rent, suitable for a particular business's specific relocation needs. The types of payments available to eligible businesses, farms and nonprofit organizations are moving and searching expenses, and possibly reestablishment expenses or a fixed In Lieu Payment instead of any moving, searching and reestablishment expenses. The payments types can be summarized as follows:

#### **Moving Expenses**

Moving expenses may include the following actual, reasonable costs:

- The moving of inventory, machinery, equipment and similar business-related property, dismantling, disconnecting, crating, packing, loading, insuring, transporting, unloading, unpacking, and reconnecting of personal property.
- Loss of tangible personal property provides payment for actual, direct loss of personal property that the owner is not permitted to move.
- Expenses related to searching for a new business site, up to \$1,000 for reasonable expenses actually incurred.

EXHIBIT 13-D Local Assistance Procedures Manual Uniform Relocation Act Benefits Summary Page 13-60  
July 9, 2004 LPP 04-06

**Reestablishment Expenses**

Reestablishment expenses related to the operation of the business at the new location, up to \$10,000 for reasonable expenses actually incurred.

**In Lieu Payment**

A fixed payment in lieu of moving and searching payments and reestablishment payment may be available to businesses, which meet certain eligibility requirements. This payment is an amount equal to the average annual net earnings for the last two taxable years prior to the relocation and may not be less than \$1,000 or more than \$20,000.

**IV. ADDITIONAL INFORMATION**

Reimbursement for moving costs and replacement housing payments are not considered income for the purpose of the Internal Revenue Code of 1954, or resources for the purpose of determining the extent of eligibility of a displacee for assistance under the Social Security Act, local "Section 8" Housing Programs, or other federal assistance programs.

**Right To Appeal**

Any person, business, farm or nonprofit organization which has been refused a relocation payment by the local agency Relocation Advisor, or who believes that the payment(s) offered by the agency are inadequate, may appeal for a special hearing of their complaint. No legal assistance is required. Information about the appeal procedure is available from the Relocation Advisor.

## Code of Federal Regulations Relocation Assistance

FEDERAL FISCAL YEAR ENDING SEPT. 30, 20 \_\_\_\_\_

REPORTING AGENCY: \_\_\_\_\_

DATE: \_\_\_\_\_

CITY/COUNTY (For Local Government Agencies): \_\_\_\_\_

FEDERAL FUNDING AGENCY: \_\_\_\_\_

**PART A. REAL PROPERTY ACQUISITION UNDER THE UNIFORM ACT**

- 1) Total Number of Parcels Acquired (Ownerships)
- 2) Number of Parcels in Line 1 Acquired by Condemnation
- 3) Number of Parcels in Line 1 Acquired by Administrative Settlement (Above initial offer --see 24.102(i))
- 4) Compensation -- Total Costs (Including 24.106; Excluding appraisal costs, negotiator fees and other administrative expenses)

**PART B. RESIDENTIAL RELOCATION UNDER THE UNIFORM ACT**

- 5) Total Number of Residential Displacements (Households)
- 6) Residential Moving Payments -- Total Costs
- 7) Replacement Housing Payments -- Total Costs
- 8) Number of Last Resort Housing Displacements in Line 5 (Households)
- 9) Number of Tenants converted to Homeowners in Line 5 (Households using 24.402(c))
- 0) Total Costs for Residential Relocation Expenses and Payments (Sum of lines 6 and 7; excluding Agency Administrative Costs)

**PART C. NONRESIDENTIAL RELOCATION UNDER THE UNIFORM ACT**

- 1) Total Number of NonResidential Displacements
- 2) NonResidential Moving Payments -- Total Costs (Including 24.305)
- 3) NonResidential Reestablishment Payments -- Total Costs
- 4) Total Costs for Nonresidential Relocation Expenses and Payments (Sum of lines 12 and 13; excluding Agency Administrative Costs)

**PART D. RELOCATION APPEALS UNDER THE UNIFORM ACT**

- 5) Total Number of Relocation Appeals (Residential & NonResidential)

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

Department: MUNICIPAL TRANSPORTATION AGENCY -- MTADept. Code: MTAType of Request:  Initial  Modification of an existing PSC (PSC # \_\_\_\_\_)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: Parts Washer Maintenance ServiceFunding Source: Operating Funds and Operating BudgetPSC Duration: 4 years 8 weeksPSC Amount: \$1,500,000**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

Provide maintenance, repair and servicing of San Francisco Municipal Transportation Agency "SFMTA" and vendor supplied parts washers and related equipment. Including the regulated handling of the used fluids from the parts washers.

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

This type of service is common in industrial equipment maintenance. The requirement to clean parts and components prior to maintenance or repair drives this request for service. There really isn't an alternative to cleaning the parts and components prior to maintenance or repair.

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

These services have been ongoing for decades under contracts administered by the San Francisco Office of Contract Administration

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

No

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

not applicable

**2. Reason(s) for the Request****A. Indicate all that apply (be specific and attach any relevant supporting documents):**

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

**B. Explain the qualifying circumstances:**

The city does not have the equipment or the means to service the equipment.

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

**A. Specify required skills and/or expertise:** Expertise in the installation, repair and maintenance of parts washers. Must have the regulatory approval to handle and transport the resulting fluids.

- 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 will provide various types and sizes of parts washers in the SFMTA maintenance facilities.

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

This service is not available within the city.

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

- A. Explain why civil service classes are not applicable.  
There are no civil service classes related to the required processes.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. This type of service would not be in the best interest of the city to attempt to provide.

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

**7. Union Notification:** On 04/09/2019, the Department notified the following employee organizations of this PSC/RFP request:  
all unions were notified

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

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

Address: 1 South Van Ness, HR, 6th Fl San Francisco, CA 94103

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 42493 - 18/19

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 06/03/2019

Civil Service Commission Action:

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



**Nuque, Amy**

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**From:** dhr-psccordinator@sfgov.org on behalf of amy.nuque@sfmta.com  
**Sent:** Tuesday, April 09, 2019 3:22 PM  
**To:** Nuque, Amy; Camaguey@sfmea.com; 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; rrmitchell@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; Nuque, Amy; DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 42493 - 18/19

RECEIPT for Union Notification for PSC 42493 - 18/19 more than \$100k

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a request for a Personal Services Contract (PSC) 42493 - 18/19 for \$1,500,000 for Initial Request services for the period 05/01/2019 – 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/12850> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW

Dept. Code: DPW

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

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

Type of Service: San Francisco Public Works Recruitment Services

Funding Source: General Fund (GEN)

PSC Amount: \$1,500,000

PSC Est. Start Date: 03/25/2019

PSC Est. End Date 03/20/2022

**1. Description of Work**

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

The Consultant will assist San Francisco Public Works with recruitment services for a wide variety of jobs and classifications, including Architectural, Engineering (Civil, Mechanical, etc.), Surveying, Information Technology, multiple trades (Plumbers, Electricians, Steamfitters, etc.), Executive Management and other technical positions. The consultant will conduct searches to identify potential candidates, using multiple tools (Indeed, LinkedIn, trade shows, colleges, etc.) to screen highly qualified candidates to participate in the selection process.

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

This service is necessary to help expand the Department's recruiting efforts for several difficult to hire positions and attract potential highly qualified candidates into the applicant pool. Without these services it will be difficult to deliver the construction and cleaning services performed by Public Works.

**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.**

Prior Civil Service Commission approval with similar scope of services has been granted for other City Departments under PSC 38403-17/18 (PUC); PSC #32215-18/19(HRD); PSC 48159-1617(AIR)

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

Potentially, if there continues to be a need for such services at SF Public Works.

**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:**

Public Works is relying on the Consultant's expertise and experience in performing the necessary outreach to highly qualified professionals in their network.

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

A. Specify required skills and/or expertise: Required skills include knowledge of recruitment and selection; employer networking, marketing campaigns

B. Which, if any, civil service class(es) normally perform(s) this work? 1250, Recruiter;

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 have been several attempts to hire a 1250 Recruiter position, but could not find a candidate that possess expertise in all of the recruiting area of need for Public Works, a diverse department with a very diverse set of position classifications.

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

A. Explain why civil service classes are not applicable.

The City does not have the outreach resources and access to qualified candidates is very limited and are not readily available to Public Works.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, there is currently class 1250 Recruiter, which performs some of the duties needed, but positions in this class do not have possess or require the depth and breadth of experience that outside consultants can provide in conducting searches for highly qualified applicants for a wide variety of job classifications the Public works need.

**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 Consultant will provide some training to staff to learn about outreach, networking, and other recruitment strategies for the range of positions at Public Works.

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

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

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

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

**7. Union Notification:** On 03/04/2019, the Department notified the following employee organizations of this PSC/RFP request:

Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21; Professional & Tech Engrs, SFAPP

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

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

Address: 1155 Market St. 4th floor San Francisco, CA 94102

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 41155 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/03/2019

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

**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [alexander\\_burns@sfdpw.org](mailto:alexander_burns@sfdpw.org)  
**To:** [Burns\\_Alexander \(DPW\); ecassidy@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; amakayan@ifpte21.org; L21PSCReview@ifpte21.org; Macaranas\\_Belle \(DPW\); DHR-PSCCoordinator, DHR \(HRD\)](mailto:Burns_Alexander(DPW); ecassidy@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; amakayan@ifpte21.org; L21PSCReview@ifpte21.org; Macaranas_Belle(DPW); DHR-PSCCoordinator, DHR(HRD)@ifpte21.org)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 41155 - 18/19  
**Date:** Monday, March 04, 2019 4:00:04 PM

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RECEIPT for Union Notification for PSC 41155 - 18/19 more than \$100k

The GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW has submitted a request for a Personal Services Contract (PSC) 41155 - 18/19 for \$1,500,000 for Initial Request services for the period 03/25/2019 – 03/20/2022. 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/12678> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again, change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

## **Additional Attachment(s)**

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

Department: PUBLIC UTILITIES COMMISSIONDept. Code: PUCType of Request:  Initial  Modification of an existing PSC (PSC # 38403 - 17/18)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: Executive Search Services (PRO.0100)Funding Source: Wastewater & Power EnterprisesPSC Original Approved Amount: \$66,000PSC Original Approved Duration: 11/30/17 - 11/30/19 (2 years)PSC Mod#1 Amount: \$100,000PSC Mod#1 Duration: 12/01/19-03/30/20 (17 weeks 1 day)PSC Mod#2 Amount: \$80,000PSC Mod#2 Duration: no duration addedPSC Cumulative Amount Proposed: \$246,000PSC Cumulative Duration Proposed: 2 years 17 weeks**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

The proposed Executive Search Firm will conduct nationwide searches to fill the Assistant General Manager (AGM) position of Wastewater Enterprise (WWE) and the Deputy AGM of Power Enterprise. These two positions are critical at the San Francisco Public Utilities Commission (SFPUC). Staff from the proposed Executive Search Firm will meet with Executive Staff of the SFPUC to determine the core competencies, prepare a work plan with detailed timeline to conduct executive searches and identify top notch candidates.

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

The AGM for WWE and the Deputy AGM for Power Enterprise positions are key to the SFPUC. Securing services provided by the proposed Executive Search Firm is essential to ensure that top notch candidates, with the skill-set needed are recruited for these positions. Lack of top talent to fill these key positions at the SFPUC can have devastating consequences for the Wastewater and Power Enterprises of the SFPUC as it can negatively impact operations of the sewer services and the implementation of Power initiatives at the SFPUC.

**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 38403 - 17/18

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

No.

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



## 2. Reason(s) for the Request

### A. Display all that apply

- Immediately needed services to address unanticipated or transitional situations, or services needed to address emergency situations.

### Explain the qualifying circumstances:

The Wastewater Enterprise AGM position was recently vacated and the General Manager has requested the services of an Executive Search Firm to ensure that best potential candidates are identified for this position. This is a critical and key position to fill. Also, Power Enterprise is in the process of implementing new initiatives and expanding services provided. The Deputy AGM, Power position requires a high level of expertise in the new and expanded areas of power. The field is very competitive and there is a shortage of leaders with the skill set needed for this top level position in the Power Enterprise.

### B. Reason for the request for modification:

Additional executive level recruitment searches are required. Consultant will assist in the recruitment for executive level positions at the SFPUC. The Consultant will meet with SFPUC to determine the core competencies, prepare the work plan with detailed timeline to conduct executive searches and identify qualified candidates. Project tasks include: (1) Active Recruitment, (2) Direct Contact, (3) Advertisement, (4) Candidate Evaluation, (5) Progress Report Meeting, (6) Preliminary Interviews, (7) Interviews, and (8) As-needed Services.

## 3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Expertise in high level executive recruitments; have a good understanding of the political climate; strong relationships with top level government, nonprofit, and private sector executive; experience working with professional power related agencies; experience conducting nationwide executive searches; ability to invest resources needed to ensure a successful executive search.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1250, Recruiter;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, the contractor will be using their own resources, tools and network to reach out to potential candidates on a nationwide basis.

## 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 is currently class 1250 Recruiter, which performs some of the duties identified by the consultant; however, positions in this class do not require the depth and breadth of experience that consultants provide in conducting executive searches for top level leadership positions.
- 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: Creation of new classes is

managed by the Department of Human Resources at City and County of San Francisco (CCSF). The need for executive searches is sporadic and performed on as needed basis. Recommendation to create a new class is not supported by the current needs.

**6. Additional Information**

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

No.

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

The contractor will be conducting executive searches which do not require training staff.

Contractor will be working with Human Resources Services staff in coordinating recruitment and selection activities.

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.

Alliance Resource Consulting, LLC

**7. Union Notification:** On 02/20/19, the Department notified the following employee organizations of this PSC/RFP request:

Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21;

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

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

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 38403 - 17/18

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 03/05/2019

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

Department: HUMAN RESOURCES -- HRDDept. Code: HRDType of Request:  Initial  Modification of an existing PSC (PSC # \_\_\_\_\_)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: Executive Recruitment Services-Director of HealthFunding Source: General FundPSC Amount: \$75,000PSC Est. Start Date: 08/30/2018PSC Est. End Date 06/30/2019**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

The contractor will conduct an executive search to identify highly qualified candidates to participate in the selection process for the Director of Health.

In collaboration with the Department of Human Resources (DHR), the contractor will: facilitate a meeting for public comment, finalize the candidate profile for the recruitment and selection process, recruit candidates, accept and screen applications and present top candidates to the City.

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

It is necessary for DHR to engage the expertise of an executive search firm in order to identify qualified individuals and attract them into the applicant pool. The value of an executive search firm is their ability to identify and engage highly qualified individuals who may not necessarily be seeking a new employment opportunity and invite them into the process. It is expected that the executive search firm has a large network of qualified professionals in place to perform the necessary outreach. If approval is denied, the City may not be able to complete the recruitment 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.****D. Will the contract(s) be renewed?**

No.

**E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.**  
not applicable**2. Reason(s) for the Request****A. Indicate all that apply (be specific and attach any relevant supporting documents):** Short-term or capital projects requiring diverse skills, expertise and/or knowledge.**B. Explain the qualifying circumstances:**

DHR is relying on the contractor's network of qualified professionals to perform the necessary outreach.

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

- A. Specify required skills and/or expertise: Ability to identify, recruit, engage and screen qualified individuals into the applicant pool; proven expertise in quickly and effectively assessing and screening for the most qualified candidates for recommendation to the City for final consideration.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1250, Recruiter;
- 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 does not have the resources to perform a recruitment for a Director of Health.

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

- A. Explain why civil service classes are not applicable.  
Civil services are not applicable because the City does not have the outreach resources and data on potential quality applicants to engage in the selection process.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, it would not practical to adopt a new class because the City maintains classifications who perform similar, generalist work.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.  
No. There is no transfer of knowledge component because DHR is relying on the contractor's network of qualified professionals to perform the necessary outreach.
- 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 08/30/2018, 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: Kate Howard Phone: 415-557-4944 Email: kate.howard@sfgov.org

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

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 32215 - 18/19

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 09/06/2018

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION -- AIR

Dept. Code: AIR

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

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

Type of Service: As-Needed Executive Search and Recruitment Services

Funding Source: Airport Operating Funds

PSC Amount: \$1,800,000

PSC Est. Start Date: 06/15/2017

PSC Est. End Date 12/31/2022

**1. Description of Work**

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

As-needed executive search and recruitment services are required to assist the Airport Commission (Airport) in meeting its hiring needs for senior managers and other employees with specialized knowledge of airport facilities, operations, safety and security, or financial and aviation planning backgrounds. Services include conducting nationwide searches for senior executive/managers for vacant positions, recruitment of candidates from diverse backgrounds, providing the Airport with candidates to interview, and providing reference checks.

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

Recruitment and outreach services are necessary to fill senior management and specialized vacancies. If denied, federally mandated security implementations will be significantly delayed resulting in possible non-compliance and penalties. Expansion of business enterprise will also be delayed or not realized resulting in loss of considerable revenue to the Airport.

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

Prior approval for this service was granted through PSC #4065-11/12.

D. Will the contract(s) be renewed?

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

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

The requested duration covers the 5-year anticipated total contract term, through the end of the calendar year.

**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).

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:

Specific recruitment services are required on an as-needed, intermittent basis.

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

- A. Specify required skills and/or expertise: Required expertise includes executive recruitment networking knowledge and nation-wide and world-wide recruitment contacts for recruiting persons with experience in airport operations, safety and security, aviation planning and airport finance.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1244, Senior Personnel Analyst; 1246, Principal Personnel Analyst;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

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

An email was sent to the Department of Human Resources (DHR) Workforce Development Director on 3/8/17 detailing the Airport's notice of intent to award contracts for this service. DHR responded that the department does not have staff to conduct Executive Searches, nor the expertise to conduct specialized recruitments.

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

- A. Explain why civil service classes are not applicable.  
Civil service classes do not have the nation-side and world-wide recruitment contacts, knowledge of various background or employment experience for the recruitment of senior-level management positions, specialized airport finance, security and planning positions.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No as the need for this service is as-needed and infrequent.

**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, nation & world-wide recruitment services cannot be trained.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

- 7. Union Notification:** On 03/16/2017, the Department notified the following employee organizations of this PSC/RFP request:  
Professional & Tech Engrs, Local 21

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

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

Address: PO Box 8097 San Francisco, CA 94128

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 48159 - 16/17

DHR Analysis/Recommendation:

Commission Approval Required

05/15/2017 DHR Approved for 05/15/2017

action date: 05/15/2017

Approved by Civil Service Commission



**Modification**  
**Personal Services Contracts**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: ELECTIONS

Dept. Code: REG

Type of Request:  Initial  Modification of an existing PSC (PSC # 48101 - 13/14)

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

Type of Service: Annual Maintenance

Funding Source: General Fund

PSC Original Approved Amount: \$238,127

PSC Original Approved Duration: 06/17/14 - 06/17/19 (5 years 1 day)

PSC Mod#1 Amount: \$165,578

PSC Mod#1 Duration: 06/17/19-06/17/23 (4 years 1 day)

PSC Cumulative Amount Proposed: \$403,705

PSC Cumulative Duration Proposed: 9 years 2 days

**1. Description of Work**

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

Prior to each election, the Contractor will provide preventative maintenance, configuration, and testing of the software and hardware components of the Agilis mail sorting system. During the Election period, the Contractor will provide remote support and troubleshooting, on-site support, as-needed maintenance and repair, and error, defect, or malfunction correction.

As a part of this agreement, the Contractor is responsible for the installation, integration, and testing of automated signature recognition software and then train departmental personnel to utilize this software when processing vote-by-mail ballots.

Upon the completion of any improvements, updates, upgrades or system changes, the Contractor must provide operational training, maintenance training, and troubleshooting training the Department's lead staff who are assigned to operate the Agilis.

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

The annual maintenance and preventative maintenance is necessary to keep the machine running at peak efficiency and to prevent deterioration over time. Because the machine sits idle for much of the year, scheduled maintenance prior to each election to the mechanical components are fine tuned to handle the thousands of Vote-By-Mail envelopes the department receives. Failure to properly maintenance the equipment could negatively affect the Departments ability to process the Vote-By-Mail ballots, and certify the election with the timeframe allowed by the Secretary of State.

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 PSC 48101 - 13/14.

D. Will the contract(s) be renewed?  
Possibly. Two 2-year optional extensions desc. in agreement.

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 would like to execute a 5 year maintenance service contract for mail sorting equipment the department already owns.

**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:

To maintain the machinery, an individual would require a high level of knowledge and expertise in the Agilis mechanical and software components. Because of the required knowledge and expertise to maintain this specialized machinery, the Department believes that it may not be possible to obtain these services through the City Workforce. The Department doesn't believe required knowledge and expertise to maintain this specialized machinery is available in the City Workforce.

B. Reason for the request for modification:

The Department of Elections is modifying the end date of this existing PSC to include the two options to renew the contract for two-year terms each option. The approved PSC has an end date of June 2019 and the Department will exercise the first two-year option.

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

A. Specify required skills and/or expertise: To maintain the machinery, an individual would require a high level of knowledge and expertise in the Agilis mechanical and software components.

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

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

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

The Department doesn't believe required knowledge and expertise to maintain this specialized machinery is available in the City Workforce.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. The department only requires maintenance on the machinery during election time, one to two times a year.

**6. Additional Information**

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
(Uploaded)Described in Appendix C section 4.

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

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

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

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

**7. Union Notification:** On 05/01/19, 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: Nataliya Kuzina Phone: 415-554-5683 Email: nataliya.kuzina@sfgov.org

Address: 1 Dr. Carlton B. Goodlett Pl. Rm 48, San Francisco, CA

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 48101 - 13/14

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/03/2019

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

## Choi, Suzanne (HRD)

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**From:** dhr-psccordinator@sfgov.org on behalf of nataliya.kuzina@sfgov.org  
**Sent:** Wednesday, May 01, 2019 12:12 PM  
**To:** Kuzina, Nataliya; camaguey@sfmea.com (contact); ablood@cirseiu.org; 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; Basconciello, 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; DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Modification Request to PSC # 48101 - 13/14 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The ELECTIONS -- REG has submitted a modification request for a Personal Services Contract (PSC) for \$165,578 for services for the period June 17, 2019

– June 17, 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/12958>

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

# **Additional Attachment(s)**

## Appendix B

### Performance Requirements

1. **Agilis.** Contractor shall provide the Department with a system, the Agilis, that will sort, scan, and gather data from election ballot envelopes. The system must perform the following functions:

**a. Sorting Functions.**

- Have the capacity to scan and sort envelopes from up to 600 precincts down to the individual precinct level in no more than two passes.
- Have the capacity to scan and sort a minimum of 8,000 envelopes per hour.
- Allow scalable sorting with modifiable parameters, such as sorting by specified election districts.
- Accept and apply all available scanning and sorting functions to a scalable range of envelopes, including but not limited to 8"x 11" flats, 5¼"x 11" envelopes, and 5½"x 9½" envelopes.
- Recognize and sort into separate pockets envelopes with the following issues: no signature, signature does not compare, envelope too thin (no ballot enclosed), envelope too thick, check-box marked (spoiled ballot or other issue), failed signature verification, rejected/challenged, out of sort range, and overflow.
- Provide an adjustable capacity of the number of envelopes per pocket, with a minimum capacity of 100 pieces per pocket.
- Provide a smooth and reliable end-to-end feed of envelopes throughout the sorting route, free from recurring jams, bottlenecks, or back-ups.

**b. Scanning Functions.**

- Scan and store images of each envelope, at an image quality of 200 dpi or greater.
- Recognize up to five separate and adjustable "check box" target areas per pass on each envelope, and sort them into assigned categories based on these targets.
- Read common alphanumeric and matrix barcode types, including Code 3 of 9 and 2D barcodes, to support a potential switch by the Department from Code 3 of 9 to 2D barcodes on its envelopes.
- Provide an efficient and logical means of storing scanned images, and have server capacity to archive scanned images.

**c. Data Import, Export and Reporting Functions.**

- Connect directly to the Department's Election Information Management System (EIMS), automate data transfers between the system and EIMS, and have the capacity to transfer on demand a voter file containing 10,000 records (approximately 10 MB) in no more than 30 seconds.



- Allow for batch numbering to be customized, so that the user can designate a starting number and the system will number subsequent batches sequentially from this number.
- Produce reports in customizable formats, including but not limited to cumulative reports, daily reports, and reports for individual passes/processes. Reports must be able to provide the start and end time of the reported activity, the number of mail pieces processed, the number of unique pieces, and the barcode identification number for each piece processed.
- Maintain an audit log that tracks the batch location(s) of each mail piece throughout all scanning and sorting processes.
- Provide reports in Excel format.

**d. General/Other Functions.**

- Provide consistent, uninterrupted functionality free from recurring system freezes/crashes.
- Provide an integrated stamping device that can mark mail pieces with time/date stamps and other customizable text as they are being processed, with the option of using several colors of ink. This device must be able to be disengaged without affecting the other functions of the system.
- Provide an articulating arm that allows the keyboard to be raised and lowered according to ergonomic needs of the operator.
- Provide an integrated label maker that prints labels indicating the date, time, sort information (e.g., range of precincts), pocket number, tray number, and number of mail pieces in the tray, and prints a barcode containing the tray number.
- Provide an integrated cutting or milling device that opens envelopes without damaging the contents. This device must be able to be disengaged without affecting the other functions of the system.

**e. Security.** The system must provide features that ensure data file integrity, allow selective access, prevent unauthorized access, provide audit trails for work performed and provide audit trails of who performed the work. The system must allow the Department to set time limits for all passwords, which will automatically expire according to schedules set by the Department.

**2. Automated Signature Recognition.** Contractor shall provide the Department an automated signature recognition system to correspond and compare signature images captured from vote-by-mail ballots and other election materials against signature images stored in the Department's Election Information Management System (EIMS), assign a confidence score from this comparison, and accept or not accept the signature based on a confidence score threshold set by the Department.

**a. Performance.** The automated signature recognition system shall provide:

- Automated retrieval of voter registration signature images from the Department's EIMS.

- Automated capture and storage of envelope signature images scanned by the Agilis.
- Automated pairing and comparison of voter registration signature images and envelope signature images.
- Automated acceptance or challenge of an envelope signature based on criteria in California Elections Code Section 3019.
- Automated comparison and acceptance or challenge of an envelope signature using multiple combined verification methods, including but not limited to geometric analysis methods.
- Automated comparison of signatures at an optimal rate of 500 per minute or greater, contingent upon the quality of the voter registration signature images.
- Option to apply automated signature recognition on some, all, or none of the voter signatures.
- Option to apply automated signature recognition on vote-by-mail and provisional envelope signatures.
- Scalable sensitivity.
- Communication to EIMS which envelope signatures the automated signature recognition system accepts and does not accept.
- Auditable records of which envelope signatures the automated signature recognition system accepts and does not accept.
- Reports in Excel format of which envelope signatures the automated signature recognition system accepts and does not accept.
- Processing of an unlimited number of signatures.

b. **User-Level Functions.** Department users must have sufficient access to system controls to:

- Set acceptance/challenge thresholds
- Engage (turn on) the automated signature recognition
- Suspend (turn off) the automated signature recognition

## Appendix C

### Maintenance and Support Services

1. Automated Signature Recognition Installation, Integration, and Testing
2. Election Support Services
3. Maintenance and Repair
4. Training
5. Consultation
6. Documentation
7. Department Responsibilities Related to Support

1. **Automated Signature Recognition Installation, Integration, and Testing.** Within thirty (30) days of the execution of this agreement, Contractor shall install and integrate the automated signature recognition software with the Agilis. Contractor shall secure all licenses necessary to grant the Department the right to operate the automated signature verification software.

Prior to beginning installation, Contractor shall provide the Department an Automated Signature Recognition Installation and Testing Plan. The plan is subject to the Department's review, adjustment, and approval.

The plan shall include, but is not limited to:

- A work plan for all phases of installation and testing, indicating which tasks are the responsibility of the Department and which are the responsibility of the Contractor, and which defines the responsibilities assigned to the Contractor's personnel.
- Comprehensive testing of automated signature recognition functions, including generating reports and providing the reports to the Department.
- A detailed plan for integration with the Department's Election Information Management System (EIMS), subject to review and collaborative revision by the Department's EIMS provider.
- Detailed requirements for any materials, data or personnel to be provided by the Department or other stakeholders.
- A timetable for the installation and testing with estimates of the time required for each phase.

After installation, Contractor will test all software and hardware elements of the Agilis to ensure proper functioning, test network connections with the Department's EIMS to ensure proper functioning, and test the automated signature recognition software to ensure proper functioning. The Department shall provide sufficient quantities of test materials to conduct testing, to be specified by Contractor.

After Contractor has installed, integrated, and tested the automated signature recognition software, the City shall have a period of ninety (90) days ("Acceptance Testing Period") from the date of installation to verify that the automated signature recognition software substantially

performs to the specifications contained in the Documentation and the Performance Requirements in Appendix B. In the event that the City determines that the automated signature recognition software does not meet such specifications, the City shall notify the Contractor in writing, and Contractor shall modify or correct the Equipment and/or Licensed Software so that it satisfies the Acceptance criteria. The date of Acceptance will be that date upon which City provides Contractor with written notice of satisfactory completion of Acceptance testing. If City notifies Contractor at the conclusion of the Acceptance Testing Period that the Equipment and Licensed Software do not meet the Acceptance criteria of this section, then City shall be entitled to terminate the automated signature recognition license and services in accordance with the procedures specified in Section 31(b) of this Agreement, and shall be entitled to a full refund of all paid fees.

**2. Election Support Services.** Contractor shall provide the following general support services to support the Department's use of the Agilis and Automated Signature Recognition software.

**a. Election Support Planning.** The Contractor shall create a written Election Support Plan in consultation with the Department for each election. The Contractor shall provide the Election Support Plan to the Department no less than ninety (90) days prior to an election. The Election Support Plan is subject to Department review, adjustment, and approval.

The Election Support Plan shall include, but is not limited to:

- Work plans for the Pre-Election Set-Up and Testing and Operational Support and Troubleshooting which include at minimum the services listed in those sections below.
- Detailed requirements for any materials, data, or personnel to be provided by the Department or other stakeholders.
- A timetable with proposed dates and times for the services below.

**b. Pre-Election Set-Up and Testing.** Prior to each election, Contractor shall configure and test the software and hardware elements of the Agilis to function with the materials for that election. Contractor shall perform set-up and testing in accordance with the Election Support Plan approved by the Department. Contractor shall complete set-up and testing no less than thirty (30) days prior to an election.

Set-up and testing shall include, but is not limited to:

- Assisting Department staff as needed in setting up the sort profile(s), including the assignment of precinct ranges and challenged/outstack categories to pockets.
- Assigning of scan targets on envelopes for signature field, spoiled box, barcode(s), and any other targets.
- Testing the election set-up, including running test envelopes provided by the Department, and exporting and importing data between the Agilis and the Department's Election Information Management System (EIMS) to ensure all

functions are working correctly. Contractor shall provide staff on-site to complete this testing, unless this requirement is waived by the Department in advance.

- Testing automated signature verification functions
- Generating reports based on test data and providing the reports to the Department.

c. **Remote Support and Troubleshooting.** Contractor shall provide the following remote support for the Agilis.

- Contractor shall provide a 24-hour daily technical support hotline during the Department's critical ballot processing period as defined in the Election Support Plan, generally between fourteen (14) days prior to and ten (10) days after every election.
- Contractor shall provide as-needed remote support for special elections, such as Retirement Board and Business Improvement District elections.

d. **On-Site Election Support.** Contractor shall provide the following on-site election support for the Agilis upon request by the Department. On-site election support may be included in the Election Support Plan or requested by the Department no less than seven (7) days prior to the date it will begin.

On-site election support is subject to the Additional On-Site Support fees in Appendix D. On-site election support is exclusive of any on-site testing or troubleshooting requirements detailed elsewhere in this Agreement.

On-site election support shall include, but is not limited to:

- Onsite equipment inspection prior to every election, generally four (4) days prior to Election Day. Any necessary maintenance and repair identified during this inspection shall be covered under Section 3, Maintenance and Repair, and is not subject to Additional On-Site Support fees.
- Onsite Election Day support. The Election Day support may require two shifts: one beginning on Election Day morning, and the second beginning on Election Day night, potentially extending to the next day.

3. **Maintenance and Repair.** Contractor shall provide the following maintenance and repair services for the Agilis.

a. **Preventative Maintenance.** Contractor shall perform preventative maintenance prior to every election. Contractor shall provide a detailed preventative maintenance plan and schedule no later than ninety (90) days prior to each election. The plan is subject to Department review and approval.

The Contractor shall provide preventative maintenance for the Agilis as described in the Department-approved preventative maintenance plan, to be completed no less than sixty (60) days prior to each election. Maintenance shall include but is not limited to:

- Inspection and diagnostic testing of the Agilis
- Repair or replacement of any faulty, broken, or worn parts or equipment
- Deep cleaning and dusting of the Agilis
- Removal of old election data, and providing a back-up of this data to the Department
- Update of firmware, as needed

b. **Error, Defect or Malfunction Correction.** Contractor shall furnish Error, Defect or Malfunction correction in accordance with the Priority Categories listed below, based on the Department's determination of the severity of the Error, Defect or Malfunction and Contractor's reasonable analysis of the priority of the Error, Defect or Malfunction.

1. Priority 1: An Error, Defect or Malfunction which renders the Agilis inoperative; or causes the Agilis to fail catastrophically.
2. Priority 2: An Error, Defect or Malfunction which substantially degrades the performance of the Agilis, but does not prohibit the Department's use of the Agilis.
3. Priority 3: An Error, Defect or Malfunction which causes only a minor impact on the use of the Agilis.

Contractor will furnish Error, Defect or Malfunction correction in accordance with the following protocols:

1. Priority 1 Protocol: Within two hours, Contractor assigns a product technical specialist(s) to diagnose and correct the Error, Defect or Malfunction; thereafter, Contractor shall provide ongoing communication about the status of the correction; shall proceed to immediately provide a Fix, a Patch or a Workaround; and exercise all commercially reasonable efforts to include a Fix or Patch for the Error, Defect or Malfunction in the next Subsequent Release. Contractor will escalate resolution of the problem to personnel with successively higher levels of technical expertise until the Error, Defect or Malfunction is corrected.
2. Priority 2 Protocol: Within four hours, Contractor assigns a product technical specialist(s) to diagnose the Error, Defect or Malfunction and to commence correction of the Error, Defect or Malfunction; to immediately provide a Workaround; to provide escalation procedures as reasonably determined by Contractor's staff; and to exercise all commercially reasonable efforts to include a Fix or Patch for the Error, Defect or Malfunction in the next Software maintenance release.
3. Priority 3 Protocol: Contractor may include a Fix or Patch in the next Software major release.

c. **As-Needed Maintenance and Repair.** Contractor shall provide as-needed maintenance and repair or replacement of any Agilis parts and equipment that degrade or cease operation during the normal functioning of the Agilis. To efficiently perform this maintenance, Contractor shall provide a reserve of common spare parts to be stored on site at the Department, to avoid or reduce any delays arising from equipment replacement.

d. **Improvements and Updates.** Contractor shall provide whatever improvements, enhancements, extensions, and modifications to the Agilis that Contractor may develop. Contractor shall update the Agilis, as required, to cause it to operate under new versions or releases of the operating system so long as such updates are made generally available to Contractor's other Licensees.

e. **Hotline Support.** Contractor shall provide remote access hotline support to the Department to help the Department answer routine questions with respect to the use of the Agilis. Contractor also shall provide remote access hotline support to the Department to initiate resolution of Priority 1 and Priority 2 Errors, Defects and Malfunctions and other maintenance services. Hotline support shall be made available by phone between the hours of 8 a.m. and 5 p.m. Pacific time Monday through Friday, except legal holidays. Hotline support shall be available by electronic bulletin board, e-mail or other service 24-hours a day, seven-days a week. Responses to questions posted by electronic means will be made within the time frame established under Priority Protocols for an Error, Defect or Malfunction.

f. **Maintenance Log.** Contractor shall establish a maintenance log, in a format subject to Department's final approval, to record all steps taken in maintenance and/or repair of the Agilis. The log shall include, but is not limited to: a list of all faulty, damaged, or worn parts and equipment, and the actions and/or parts taken to repair or replace them; and, a list of any improvements, enhancements, extensions, updates, or other changes to the Agilis. Contractor shall provide the updated log to the Department within 30 days after each election, any updates or modifications, or upon the Department's request.

4. **Training.** Upon the completion of any upgrades or system changes, Contractor shall provide training to the lead Department staff assigned to operate the Agilis. This training shall cover all operational, maintenance, and troubleshooting changes to the Agilis resulting from the upgrade or system change.

Additionally, at the request of the Department, Contractor shall provide as-needed training for new lead Department staff assigned to operate the Agilis. As-needed training for new staff is subject to the Additional On-Site Support fees in Appendix D. As-needed training for new staff is exclusive of the training requirements for upgrades and system changes detailed above.

New Department staff training shall include, but not be limited to:

- Basic operation of all sort passes
- Production and saving of reports
- Data import and export
- Basic maintenance and cleaning
- Basic troubleshooting

5. **Consultation.** Contractor shall be available for consultation regarding the design or redesign of the vote-by-mail, provisional, and special election envelopes, providing information and guidance on the designs' compatibility with the Agilis. Contractor shall also be available for

consultation regarding other aspects of the Department's election operations and their compatibility with the Agilis system.

**6. Documentation.** Contractor shall provide the most current version(s) of the following documentation to the Department:

- Complete historical documentation of upgrades, maintenance, and repairs performed on the Agilis to date
- Agilis hardware specification that includes performance and design standards and compatibility requirements, equipment interface requirements, and a description of the operating environment
- Agilis hardware list of perishable/consumable parts and components not covered under this agreement, to be purchased by Department when replacement is necessary
- Agilis software specification that includes specifications for the operating environment and interface between hardware components, software components and operator/user functions, and software test and verification specifications
- Agilis maintenance procedures that identify all maintenance and repair operations that can be performed by Department staff, with the procedures required to trouble-shoot malfunctions for fault detection, fault isolation, equipment alignment or adjustment, and removal and replacement of failed components
- Agilis operations manual that describes the hardware and application software components, operational features and procedures for invoking them, and the support resources required to sustain the operation of the Agilis

Contractor shall update these documents when necessary and provide the written updates to the Department.

**7. Department Responsibilities Related to Support.** The Department shall use reasonable efforts to make available to Contractor reasonable access to the Agilis and all relevant documentation and records. The Department shall also provide reasonable assistance to Contractor, including sample output and diagnostic information, in order to assist Contractor in providing Support Services. The Department shall be responsible for the interface between the Agilis and other software products installed on Department equipment. Unless otherwise agreed in writing between the Department and Contractor, the Department is responsible for managing and operating any Equipment delivered under this Agreement.



Appendix D

Calculation of Charges

In accordance with Section 5 (Compensation), the Contractor's total compensation under this Agreement is detailed below, inclusive of all costs required to complete all work specified in this Agreement. In no event shall the total costs under this Agreement exceed the amount provided in Section 5 of this Agreement.

Invoices and Insurance Documentation shall be sent to:

Department of Elections  
1 Dr. Carlton B. Goodlett Place  
City Hall, Room 48  
San Francisco, CA  
94102-4608

**Payments for Deliverables and Services**

The City will pay Contractor for the licenses, automated signature recognition installation and testing, and maintenance and support fees per the schedule below. Payments for deliverables will be paid on a "not-to-exceed" fixed price basis. "Not-to-exceed" means that Contractor shall perform its obligations under the Agreement for the amounts listed in the schedule below unless amended in accordance with Section 45 (Entire Agreement; Modifications). Partial payments will not be made for deliverables/tasks that are not completed.

1. For the Agilis license, City shall pay in full for perpetual license rights during the initial term of the agreement in Years One through Five. Payments will be made by City to Contractor in advance for each pending year of licensing and service within 30 days after the City has received Contractor's invoice, increasing by no more than 5% per year, provided that:
  - A) The City has accepted as satisfactory, in the City's sole and absolute discretion, the goods and services rendered by the Contractor to the City in accordance with this Agreement; and
  - B) Insurance documentation is current in accordance with Section 25 (Insurance) of this Agreement.
  
2. For the Agilis maintenance and support, payments will be made by City to Contractor in advance for each pending year of service within 30 days after the City has received Contractor's invoice, increasing by no more than 5% per year, provided that:
  - A) The City has accepted as satisfactory, in the City's sole and absolute discretion, the goods and services rendered by the Contractor to the City in accordance with this Agreement; and
  - B) Insurance documentation is current in accordance with Section 25 (Insurance) of this Agreement.
  
3. For the automated signature recognition license, maintenance, and support, payments will be made by City to Contractor in advance for each pending year of licensing and service within 30 days after the City has received Contractor's invoice, increasing by no more than 5% per year, provided that:
  - A) The City has accepted as satisfactory, in the City's sole and absolute discretion, the goods and services rendered by the Contractor to the City in accordance with this Agreement; and
  - B) Insurance documentation is current in accordance with Section 25 (Insurance) of this Agreement.
  
4. For any Additional On-Site Support or As-Needed Training, payments will be made by City to Contractor within 30 days after the City has received Contractor's invoice, provided that:
  - A) The City has accepted as satisfactory, in the City's sole and absolute discretion, the As-Needed On-Site Support rendered by the Contractor to the City in accordance with this Agreement; and
  - B) Insurance documentation is current in accordance with Section 25 (Insurance) of this Agreement.

**Payment Schedule**

**Initial Term:** All fees shall increase by no more than 5% per year.

**Licenses, Maintenance, and Support**

Deliverable	Year One – 2015	Year Two – 2016	Year Three – 2017	Year Four – 2018	Year Five – 2019	Total
Licensed Agilis Software	\$12,995.00	\$13,664.75	\$14,326.99	\$15,043.34	\$15,795.50	\$71,805.58
Agilis Maintenance and Support	\$7,500.00	\$7,875.00	\$8,268.75	\$8,682.19	\$9,116.30	\$41,442.23
ASR License, Maintenance and Support	\$9,850.00	\$10,342.50	\$10,859.63	\$11,402.61	\$11,972.74	\$54,427.47
<b>Total</b>	<b>\$30,345.00</b>	<b>\$31,862.25</b>	<b>\$33,455.36</b>	<b>\$35,128.13</b>	<b>\$36,884.54</b>	<b>\$167,675.28</b>

**Additional On-Site Support or As-Needed Training**

Deliverable	Per Day	Year One – 2015	Year Two – 2016	Year Three – 2017	Year Four – 2018	Year Five – 2019	Total
Additional On-Site Support or As-Needed Training, First Day	\$1,750.00	Up to three days: \$5,250	Up to three days: \$5,512.50	Up to three days: \$5,788.13	Up to three days: \$6,077.53	Up to three days: \$6,381.41	\$29,009.56
Additional On-Site Support or As-Needed Training, Consecutive Days	\$1,500.00	Up to five days: \$7,500.00	Up to five days: \$7,875.00	Up to five days: \$8,268.75	Up to five days: \$8,682.19	Up to five days: \$9,116.30	\$41,442.23
<b>Total</b>		<b>\$12,750.00</b>	<b>\$13,387.50</b>	<b>\$14,056.88</b>	<b>\$14,759.72</b>	<b>\$15,497.70</b>	<b>\$70,451.80</b>

In accordance with Section 3 (Term of the Agreement) the City may, at its discretion, exercise up to two options for a period of two years each. The tables below project the potential costs of these extensions; any extension of this agreement would be subject to negotiation between City and Contractor and pricing may change.

**Option 1: Extension for Years Six and Seven – 2020 through 2021**

**Licenses, Maintenance, and Support**

Deliverable	Year Six – 2020	Year Seven – 2021	Total
Agilis Maintenance and Support	\$9,572.11	\$10,050.72	\$19,622.83
ASR License, Maintenance and Support	\$12,571.37	\$13,199.94	\$25,771.32
Total	\$22,143.49	\$23,250.66	\$45,394.14

**Additional On-Site Support or As-Needed Training**

Deliverable	Year Six – 2020	Year Seven – 2021	Total
Additional On-Site Support or As-Needed Training, First Day	\$6,700.48	\$7,035.50	\$13,735.98
Additional On-Site Support or As-Needed Training, Consecutive Days	\$9,572.11	\$10,050.72	\$19,622.83
Total	\$16,272.59	\$17,086.22	\$33,358.81

**Option 2: Extension for Years Eight and Nine – 2022 through 2023**

**Licenses, Maintenance, and Support**

Deliverable	Year Eight – 2022	Year Nine – 2023	Total
Agilis Maintenance and Support	\$10,553.25	\$11,080.92	\$21,634.17
ASR License, Maintenance and Support	\$13,859.94	\$14,552.94	\$28,412.88
Total	\$24,413.19	\$25,633.85	\$50,047.04

**Additional On-Site Support or As-Needed Training**

Deliverable	Year Eight – 2022	Year Nine – 2023	Total
Additional On-Site Support or As-Needed Training, First Day	\$7,387.28	\$7,756.64	\$15,143.92
Additional On-Site Support or As-Needed Training, Consecutive Days	\$10,553.25	\$11,080.92	\$21,634.17
Total	\$17,940.53	\$18,837.56	\$36,778.09

**Fee Schedule**

**Initial Term: Years One through Five – 2015 through 2019**

<b>Deliverable</b>	<b>Amount</b>	<b>Description</b>
Agilis Licensed Software Payment in Year One	\$12,995.00	Due net 30 days from receipt of annual invoice
Agilis Licensed Software Payment in Year Two	\$12,995.00 - \$13,664.75	Due net 30 days from receipt of annual invoice
Agilis Licensed Software Payment in Year Three	\$13,664.75 - \$14,326.99	Due net 30 days from receipt of annual invoice
Agilis Licensed Software Payment in Year Four	\$14,326.99 - \$15,043.34	Due net 30 days from receipt of annual invoice
Agilis Licensed Software Payment in Year Five	\$15,043.34 - \$15,795.50	Due net 30 days from receipt of annual invoice
Agilis Maintenance and Support in Year One	\$7,500.00	Due net 30 days from receipt of annual invoice
Agilis Maintenance and Support in Year Two	\$7,500.00 - \$7,875.00	Due net 30 days from receipt of annual invoice
Agilis Maintenance and Support in Year Three	\$7,875.00 - \$8,268.75	Due net 30 days from receipt of annual invoice
Agilis Maintenance and Support in Year Four	\$8,268.75 - \$8,682.19	Due net 30 days from receipt of annual invoice
Agilis Maintenance and Support in Year Five	\$8,682.19 - \$9,116.30	Due net 30 days from receipt of annual invoice
Automated Signature Recognition License, Maintenance, and Support Payment in Year One	\$9,850.00	Due net 30 days from receipt of annual invoice
Automated Signature Recognition License, Maintenance, and Support Payment in Year Two	\$9,850.00 - \$10,342.50	Due net 30 days from receipt of annual invoice
Automated Signature Recognition License, Maintenance, and Support Payment in Year Three	\$10,342.50 - \$10,859.63	Due net 30 days from receipt of annual invoice
Automated Signature Recognition License, Maintenance, and Support Payment in Year Four	\$10,859.63 - \$11,402.61	Due net 30 days from receipt of annual invoice
Automated Signature Recognition License, Maintenance, and Support Payment in Year Five	\$11,402.61 - \$11,972.74	Due net 30 days from receipt of annual invoice
As-Needed On-Site Support in Year One	\$0 - \$12,750.00	Due net 30 days from receipt of invoice
As-Needed On-Site Support in Year Two	\$0 - \$13,387.50	Due net 30 days from receipt of invoice
As-Needed On-Site Support in Year Three	\$0 - \$14,056.88	Due net 30 days from receipt of invoice
As-Needed On-Site Support in Year Four	\$0 - \$14,759.72	Due net 30 days from receipt of invoice
As-Needed On-Site Support in Year Five	\$0 - \$15,597.70	Due net 30 days from receipt of invoice

In accordance with Section 3 (Term of the Agreement) the City may, at its discretion, exercise up to two options for a period of two years each. The tables below project the potential costs of these extensions; any extension of this agreement would be subject to negotiation between City and Contractor and pricing may change.

**Option 1: Extension for Years Six and Seven – 2020 through 2021**

Agilis Maintenance and Support in Year Six	\$9,116.30 - \$9,572.11	Due net 30 days from receipt of annual invoice
Agilis Maintenance and Support in Year Seven	\$9,572.11 - \$10,050.72	Due net 30 days from receipt of annual invoice
Automated Signature Recognition License, Maintenance, and Support Payment in Year Six	\$11,972.74 - \$12,571.37	Due net 30 days from receipt of annual invoice
Automated Signature Recognition License, Maintenance, and Support Payment in Year Seven	\$12,571.37 - \$13,199.94	Due net 30 days from receipt of annual invoice
As-Needed On-Site Support in Year Six	\$0 - \$16,272.59	Due net 30 days from receipt of invoice
As-Needed On-Site Support in Year Seven	\$0 - \$17,086.22	Due net 30 days from receipt of invoice

**Option 2: Extension for Years Eight and Nine – 2022 through 2023**

Agilis Maintenance and Support in Year Eight	\$10,050.72 - \$10,553.25	Due net 30 days from receipt of annual invoice
Agilis Maintenance and Support in Year Nine	\$10,553.25 - \$11,080.92	Due net 30 days from receipt of annual invoice
Automated Signature Recognition License, Maintenance, and Support Payment in Year Eight	\$13,199.94 - \$13,859.94	Due net 30 days from receipt of annual invoice
Automated Signature Recognition License, Maintenance, and Support Payment in Year Nine	\$13,859.94 - \$14,552.94	Due net 30 days from receipt of annual invoice
As-Needed On-Site Support in Year Eight	\$0 - \$17,940.53	Due net 30 days from receipt of invoice
As-Needed On-Site Support in Year Nine	\$0 - \$18,837.56	Due net 30 days from receipt of invoice

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

Department: ELECTIONS -- REGDept. Code: REGType of Request:  Initial  Modification of an existing PSC (PSC # \_\_\_\_\_)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: Annual MaintenanceFunding Source: General FundPSC Amount: \$238,127PSC Est. Start Date: 06/17/2014 PSC Est. End Date 06/17/2019**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

Prior to each election, the Contractor will provide preventative maintenance, configuration, and testing of the software and hardware components of the Agilis mail sorting system. During the Election period, the Contractor will provide remote support and troubleshooting, on-site support, as-needed maintenance and repair, and error, defect, or malfunction correction.

As a part of this agreement, the Contractor is responsible for the installation, integration, and testing of automated signature recognition software and then train departmental personnel to utilize this software when processing vote-by-mail ballots.

Upon the completion of any improvements, updates, upgrades or system changes, the Contractor must provide operational training, maintenance training, and troubleshooting training the Department's lead staff who are assigned to operate the Agilis.

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

The annual maintenance and preventative maintenance is necessary to keep the machine running at peak efficiency and to prevent deterioration over time. Because the machine sits idle for much of the year, scheduled maintenance prior to each election to the mechanical components are fine tuned to handle the thousands of Vote-By-Mail envelopes the department receives. Failure to properly maintenance the equipment could negatively affect the Departments ability to process the Vote-By-Mail ballots, and certify the election with the timeframe allowed by the Secretary of State.

**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 Department of Elections purchased the Agilis machine in September 2011 after an initial pilot program. This purchase was done through the City's Technology Store. Upgrades were purchased in September 2012 which expanded the number of pockets on the machine and added other features. Both purchases included a year of maintenance and support coverage for the machine.

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

Possibly. Two 2-year optional extensions desc. in agreement.

- 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 would like to execute a 5 year maintenance service contract for mail sorting equipment the department already owns.

**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:

To maintain the machinery, an individual would require a high level of knowledge and expertise in the Agilis mechanical and software components. Because of the required knowledge and expertise to maintain this specialized machinery, the Department believes that it may not be possible to obtain these services through the City Workforce. The Department doesn't believe required knowledge and expertise to maintain this specialized machinery is available in the City Workforce.

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

- A. Specify required skills and/or expertise: To maintain the machinery, an individual would require a high level of knowledge and expertise in the Agilis mechanical and software components.
- 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?**

Because of the required knowledge and expertise to maintain this specialized machinery, the Department believes that it may not be possible to obtain these services through the City Workforce.

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

- A. Explain why civil service classes are not applicable.  
The Department doesn't believe required knowledge and expertise to maintain this specialized machinery is available in the City Workforce.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. The department only requires maintenance on the machinery during election time, one to two times a year.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
Yes. (Uploaded)Described in Appendix C section 4.
- 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 06/20/2014, the Department notified the following employee organizations of this PSC/RFP request:  
all unions were notified

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

Name: Nataliya Kuzina Phone: 415-554-5683 Email: nataliya.kuzina@sfgov.org

Address: 1 Dr. Carlton B. Goodlett Pl. Rm 48 San Francisco, CA

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 48101 - 13/14

DHR Analysis/Recommendation:

action date: 08/04/2014

Commission Approval Required

Approved by Civil Service Commission with conditions

08/04/2014 DHR Approved for 08/04/2014