



Mark Farrell  
Mayor

Micki Callahan  
Human Resources Director

Date: May 18<sup>th</sup>, 2018

To: The Honorable Civil Service Commission

Through: Micki Callahan  
Human Resources Director *Micki Callahan*

From: William Lee, ECD  
Cynthia Avakian, AIR  
John Tsutakawa, DSS  
Henry Gong, SHF  
Alexander Burns, DPW  
Joan Lubamersky, ADM  
Victoria Chan, ENV  
Shamica Jackson/Bill Irwin, PUC  
Taraneh Moayed, PUC  
Jacquie Hale, DPH

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 to date:

Total of this Report	YTD Expedited Approvals FY2017-2018	Total for FY2017-2018
\$37,159,857	\$840,297,800	\$3,560,695,706

William Lee  
Department of Emergency Management  
1011 Turk Street  
San Francisco, CA 94102  
(415) 558-3866

Cynthia Avakian  
Airport Commission  
Contracts Administration Unit  
POB 8097  
San Francisco, CA 94128  
(650) 821-2014

John Tsutakawa  
Human Services  
1650 Mission St #300  
San Francisco, CA 94103  
(415) 557-6299

Henry Gong  
Sheriff  
1 Dr. Carlton B. Goodlett Pl. Rm 456  
San Francisco, CA 94102  
(415) 554-7241

Alexander Burns  
Department of Public Works  
1155 Market Street, 4th Floor  
San Francisco, CA 94103  
(415) 554-6411

Joan Lubamersky  
General Services Agency  
1 Dr. Carlton B. Goodlett Pl., Rm. 362  
San Francisco, CA 94102  
(415) 554-4859

Victoria Chan  
Department of the Environment  
1455 Market St, #1200  
San Francisco, CA 94103  
(415) 355-3704

Shamica Jackson  
Bill Irwin  
Public Utilities Commission  
525 Golden Gate Ave., 8th Floor  
San Francisco, CA 94102  
SJ: (415) 554-0727  
BI: (415) 934-3975

Taraneh Moayed  
Public Utilities Commission  
525 Golden Gate Ave., 5th Floor  
San Francisco, CA 94102  
(415) 551-4377

Jacque Hale  
Public Health  
101 Grove Street Rom 307  
San Francisco, CA 94102  
(415) 554-2609

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**POSTING FOR**

June 04, 2018

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

2018-06-04

**APPLY**

<b>PSC No</b>	<b>Dept Designation</b>	<b>PSC Amount</b>	<b>Description of Work</b>	<b>PSC Estimated Start Date</b>	<b>PSC Estimated End Date</b>	<b>Type of Approval</b>
42072 - 17/18	DEPARTMENT OF EMERGENCY MANAGEMENT	\$200,000.00	The Bay Area Urban Areas Security Initiative (UASI) is a regional grant program that encompasses 12 Bay Area counties and the core cities of San Francisco, Oakland and San Jose. This program is overseen by a regional policy making body called the Bay Area UASI Approval Authority. On occasion, the Approval Authority may need to seek legal advice as a regional body. The contractor will provide the Bay Area UASI Approval Authority with legal counsel and advise the body on various matters pertaining to open meetings, parliamentary procedures, grants administration, and other issues that may arise.	March 1, 2018	February 28, 2022	REGULAR
42059 - 17/18	AIRPORT COMMISSION	\$300,000.00	San Francisco International Airport (SFO, Airport) seeks additional short-term capacity from a neutral third party to formally assess the Quality Standards Program (QSP), which was developed at the Airport in 1999. The QSP seeks to address SFO's need not just for a stable, well-trained workforce, but for measureable safety, health, training, and equipment standards. The program was designed to strengthen performance and retention for some of the most critical jobs related to safety and security at the Airport, specifically those on the airfield. The contractor will review the program's framework and impacts, and recommend areas for improvement, including new performance metrics, to help SFO strengthen its strategies for maximizing airfield safety and security.	July 3, 2018	June 30, 2021	REGULAR
48146 - 17/18	AIRPORT COMMISSION	\$600,000.00	The San Francisco International Airport ("Airport" or "SFO") requires the assistance of consultants to conduct specialized feasibility studies in the areas of environmental policy and sustainability related to airports and the aviation industry. The consultants would work on short-term projects related to environmental policy, sustainability, sustainable aviation fuel, improved air quality, zero emissions, zero waste, zero carbon, net zero energy and other related projects. The work would include conducting research on environmental policy and sustainability projects, soliciting input from stakeholders, and analyzing the topics of study and its impact on SFO, air traffic, airlines, passengers and the region. The consultants would provide recommendations to SFO on how best to reach the Airport's goals of zero waste, net zero energy and carbon neutrality.	May 7, 2018	December 31, 2022	REGULAR
47988 - 17/18	HUMAN SERVICES	\$1,610,000.00	Provide written translation services and/or oral interpretation services in several different languages to San Francisco Human Services Agency (HSA) clients with Limited English Proficiency (LEP); provide sign language services to San Francisco Human Services Agency (HSA) clients with hearing impairments.	July 1, 2018	June 30, 2021	REGULAR
44721 - 17/18	SHERIFF	\$600,000.00	Install, configure, and implement a Jail Management System (JMS) software solution; along with software licenses, professional services, training, maintenance, and support. The JMS is required by SFSF to streamline and manage jail operations and inmate movements, automate booking and jail release functions, housing classification, and manage incarceration records.	July 1, 2018	June 30, 2023	REGULAR



PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
46810 - 17/18	GENERAL SERVICES AGENCY - PUBLIC WORKS	\$5,500,000.00	<p>This request is for design-build services with the successful respondent to the city's Request for Qualifications (RFQ) / Request for Proposals (RFP) for the design and construction of existing office space at 440 Turk Street. The Contractor will provide all design, construction and related services necessary for the successful delivery of the renovation of approximately 25,000sq.ft. of existing office space into administrative offices and a homeless outreach access point for the San Francisco Department of Homelessness and Supportive Housing (HSH).</p> <p>The contractor will develop Design Documents that fully integrate all required project design elements necessary to inform the development of Construction Documents. The employee work areas include open work stations and private offices for approximately 100 HSH staff as well as meeting rooms, a break room, and exterior roof deck.</p>	June 4, 2018	June 19, 2019	REGULAR
45217 - 17/18	GENERAL SERVICES AGENCY - CITY ADMIN	\$525,000.00	<p>The current vendor that provides Certified Payroll and Labor Compliance is under contract until June 2018. It is a participant in a pending Request for Proposals (RFP) for which the Civil Service Commission (CSC) approved Personal Services Contract (PSC) 47787-17/18.</p> <p>In the event the current vendor is not selected, the Office of Labor Standards Enforcement(OLSE)requests CSC approval to contract for transition and operational support and assistance from the incumbent vendor. This will ensure continuity of payroll submission and compliance while the new vendor's system is brought on line.</p>	July 1, 2018	December 31, 2019	REGULAR
49129 - 17/18	DEPARTMENT OF EMERGENCY MANAGEMENT	\$1,000,000.00	<p>Contractor will identify standards and establish benchmarks for effective emergency planning, community preparedness, stakeholder resilience, and recovery planning (in the event of a man-made or natural disaster) for the Bay Area Region, which includes the twelve Bay Area counties and the core cities of San Francisco, Oakland, and San Jose. Contractor will build on regional capabilities such as Public Information and Warning, Mass Care Services, Cybersecurity, Operational Communications, etc. Contractor will review and analyze emergency catastrophic plans, perform gaps and needs analysis, and identify best practices to improve current planning, preparedness, and resiliency efforts. Contractor will develop plans, toolkits, templates, trainings, exercises and other evaluation activities needed to strengthen and improve the Bay Area Region's emergency planning, community preparedness, and recovery planning capabilities.</p>	May 1, 2018	April 30, 2022	REGULAR

**TOTAL AMOUNT \$10,335,000**

ES1

Published on *Personal Services Request Database* (<http://apps.sfgov.org/dhrdrupal>)[Home >](#)**Posting For June 04, 2018****Proposed Modifications to Personal Services Contracts**

Commission Hearing Date

2018-06-04

APPLY

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
39039 - 15/16 - MODIFICATIONS	June 4, 2018	AIRPORT COMMISSION -- AIR	\$2,200,000	\$3,600,000	System implementer to provide San Francisco International Airport (SFO or Airport) with on-going design, configuration, implementation, integration, maintenance and support services to ensure the continuing operation of the existing audio/video (AV) conferencing systems at certain Airport locations and the deployment of the system at new Airport locations as-needed.	12/31/2022	12/31/2023	REGULAR
41351 - 14/15 - MODIFICATIONS	June 4, 2018	AIRPORT COMMISSION -- AIR	\$100,000	\$200,000	Proposed work will consist of as-needed background investigative services for safety-sensitive classifications at the San Francisco International Airport (SFO or Airport) during the pre-employment hiring process.	06/30/2022	12/31/2023	REGULAR
4062-12/13 - MODIFICATIONS	June 4, 2018	ENVIRONMENT -- ENV	\$6,000,000	\$17,000,000	Assist the Department in designing, developing, facilitating, and implementing outreach and social marketing programs and creative multilingual campaigns in various areas including waste reduction, reuse, recycling, toxics reduction, energy efficiency and climate adaptation, etc. Additionally, contractor will provide research assistance such as surveys, focus groups, and other forms of market research.	07/01/2022	06/30/2024	REGULAR
35293 - 16/17 - MODIFICATIONS	June 4, 2018	PUBLIC UTILITIES COMMISSION -- PUC	\$16,000,000	\$23,400,000	Contract work consists of as-needed environmental tasks for the SFPUC Water System Improvement Project (WSIP) and non-WSIP projects, such as providing specialized natural resource and environmental planning expertise and services; analysis, research, reports, studies and recommendations; and preparing regulatory documents/permits.	09/12/2016	01/30/2022	REGULAR
41426 - 14/15 - MODIFICATIONS	June 4, 2018	PUBLIC UTILITIES COMMISSION -- PUC	\$2,349,857	\$2,915,857	Between 2010-2015, the San Francisco Public Utilities Commission (SFPUC) launched its Automated Water Meter System project. As part of this project, SFPUC deployed the Aclara STAR Fixed Network Automatic Meter Reading System. This system has three components: (1) Aclara Meter Transmission Units (MTU), (2) Aclara Data Collector Units (DCU) and (3) Aclara Star software. These three components work together to gather, report and analyze meter readings from SFPUC customers, thereby automating the process from beginning to end. The Aclara Data Collector Units, Meter Transmission Units, and Star software are all proprietary to Aclara. Under this contract,	01/01/2021	12/31/2023	REGULAR

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					Aclara will: (1) provide repair services for the Aclara's Data Collector Units once their five year warranty expires; (2) investigate faulty meter readings by Aclara's Meter Transmission Units, (3) customize, as necessary, Aclara's Star software to SFPUC's specifications; and (4) train City employees on using the Star software and on installing and trouble-shooting Aclara's Data Collector Units and Meter Transmission Units.			
4129-11/12 - MODIFICATIONS	June 4, 2018	PUBLIC HEALTH -- DPH	\$175,000	\$1,026,600	The proposed work has three components. First, the Contractor will provide on-going 24/7/365 access for the application, and maintenance services for the comprehensive web-based database application, the Shared Youth Database, which is a customized database that creates matched records for children adolescent clients served by the Department of Public Health, San Francisco Human Services Agency, San Francisco Juvenile Probation Department and San Francisco Unified School District. This data base is used to identify opportunities for early intervention, care planning, practice improvement, and research. Second, the Contractor will complete building a data dashboard and associated reports using data obtained from Avatar, the behavioral health electronic health record. Third, the Contractor will build Clinical Reports, specifically ANSA (Adult Mental Health Outcome measure) reports that mirror those they previously built for CANS (Child/Youth outcome measure). The Data Dashboard and Clinical Reports components will involve the development of the reports, followed by training DPH IT staff to create similar new reports or modify existing reports using Crystal Reports. The training component is critical in that these reports require more complex programming than is typically done within Avatar and we are committed to building internal capacity to produce and maintain reports with the Avatar environment.	07/01/2018	06/30/2020	REGULAR

**TOTAL AMOUNT \$26,824,857**

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

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

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

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

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

Type of Service: Legal Services for UASI Approval Authority

Funding Source: Urban Areas Security Initiative Grant

PSC Amount: \$200,000 PSC Est. Start Date: 03/01/2018 PSC Est. End Date 02/28/2022

**1. Description of Work**

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

The Bay Area Urban Areas Security Initiative (UASI) is a regional grant program that encompasses 12 Bay Area counties and the core cities of San Francisco, Oakland and San Jose. This program is overseen by a regional policy making body called the Bay Area UASI Approval Authority. On occasion, the Approval Authority may need to seek legal advice as a regional body. The contractor will provide the Bay Area UASI Approval Authority with legal counsel and advise the body on various matters pertaining to open meetings, parliamentary procedures, grants administration, and other issues that may arise.

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

The San Francisco City Attorney's Office represents the City in its capacity as primary grantee and fiscal agent to the UASI Approval Authority. In this role, the Office advises on procurement and contracting issues, and approves as to form grant-funded contracts and subgrant agreements. In addition, the San Francisco City Attorney's Office advises the City through its representatives on the Approval Authority and its employees working as the General Manager and as members of the UASI Management Team. The City Attorney's Office has not represented and does not currently represent the Approval Authority as a body. In addition, City Attorneys and County Counsels from the other parties to the Master MOU may represent and advise the individuals from the represented jurisdiction in connection with their work on the Approval Authority or UASI Management Team. Due to the complex make-up of the Approval Authority members, it is best to seek legal advice from a neutral independent law firm. Denial of this service may create a conflict of interest between the San Francisco City Attorney and other regional City Attorneys or County Counsels.

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

Similar services were approved in 4082-11/12.

D. Will the contract(s) be renewed?

Dependent upon funding and project need.

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

not applicable

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

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

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:  
Services are funded by a time limited grant from the federal government.

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

- A. Specify required skills and/or expertise: Extensive expertise and knowledge in legal matters as they pertain to municipal and administrative law, open meetings, grants administration, or other issues that may arise.
- B. Which, if any, civil service class(es) normally perform(s) this work? 8177, Attorney (Civil/Criminal);
- 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?**

It would be impractical and pose a conflict of interest to utilize staff from the San Francisco City Attorney's Office.

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

- A. Explain why civil service classes are not applicable.  
This contract service involves legal representation for a regional Approval Authority Body comprised of representatives from the 12 Bay Area counties and requires extensive municipal and administrative law experience. To avoid conflicts of interest, it is necessary for a neutral organization, not affiliated with any of the participating jurisdictions, to perform this job function.
- 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 neutral, non-affiliated, organization to provide legal services is needed.

**6. Additional Information**

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

7. **Union Notification:** On 03/26/2018, the Department notified the following employee organizations of this PSC/RFP request:  
Municipal Attorney's Association

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

Name: William Lee Phone: 415-558-3866 Email: william.lee@sfgov.org

Address: 1011 Turk Street San Francisco, CA 94102

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 42072 - 17/18

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/04/2018

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



**Kim-Molina, Mikyung (DEM)**

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**From:** Kim-Molina, Mikyung (DEM)  
**Sent:** Monday, March 26, 2018 3:07 PM  
**To:** 'sfveloce@yahoo.com'  
**Subject:** PSC#: 42072-17/18 Legal Services for UASI Approval Authority  
**Attachments:** PSC# 42072-1718 Legal Services for UASI AA.PDF

Hello – Per the 30-Day Advance Notice to Unions requirement, I am sending you a copy of PSC#: 42072-17/18 Legal Services for UASI Approval Authority. Please let me know if you have any questions.

---

Mikyung Kim-Molina  
DEM - Bay Area UASI  
711 Van Ness Avenue, Suite 420  
San Francisco, CA 94102  
(415) 353-5230

**Kim-Molina, Mikyung (DEM)**

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**From:** dhr-psccordinator@sfgov.org on behalf of william.lee@sfgov.org  
**Sent:** Monday, March 26, 2018 3:04 PM  
**To:** Lee, William (DEM); Kim-Molina, Mikyung (DEM); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 42072 - 17/18

RECEIPT for Union Notification for PSC 42072 - 17/18 more than \$100k

The DEPARTMENT OF EMERGENCY MANAGEMENT -- ECD has submitted a request for a Personal Services Contract (PSC) 42072 - 17/18 for \$200,000 for Initial Request services for the period 03/01/2018 – 02/28/2022. Notification of 30 days (60 days for SEIU) is required.

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

<https://na01.safelinks.protection.outlook.com/?url=http%3A%2F%2Fapps.sfgov.org%2Fdhrdrupal%2Fnode%2F10871&d ata=02%7C01%7CMikyung.Kim-Molina%40sfgov.org%7Cbad259b1936f4bc8497f08d59365a461%7C22d5c2cfce3e443d9a7dfcc0231f73f%7C0%7C0%7C636576987124928824&sdata=kzQq6qXnV0bNsdZ91gBnszLkbefdrU26eOuKBIXRhic%3D&reserved=0> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

# **Additional Attachment(s)**

**ELECTRONIC CODE OF FEDERAL REGULATIONS**

e-CFR data is current as of October 20, 2015

Title 2 → Subtitle A → Chapter II → Part 200 → Subpart D → Subject Group

Title 2: Grants and Agreements

PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

Subpart D—Post Federal Award Requirements

**PROCUREMENT STANDARDS****§200.317 Procurements by states.**

When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with §200.322 Procurement of recovered *materials* and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. All other non-Federal entities, including subrecipients of a state, will follow §200.318 General procurement standards through 200.326 Contract provisions.

**§200.318 General procurement standards.**

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.213 Suspension and debarment.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 43309, July 22, 2015]

#### **§200.319 Competition.**

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

(1) Placing unreasonable requirements on firms in order for them to qualify to do business;

(2) Requiring unnecessary experience and excessive bonding;

(3) Noncompetitive pricing practices between firms or between affiliated companies;

(4) Noncompetitive contracts to consultants that are on retainer contracts;

(5) Organizational conflicts of interest;

(6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and

(7) Any arbitrary action in the procurement process.

(b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition.

The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

#### **§200.320 Methods of procurement to be followed.**

The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

(i) A complete, adequate, and realistic specification or purchase description is available;

(ii) Two or more responsible bidders are willing and able to compete effectively for the business; and

(iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

(i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

(ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;

(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

(1) The item is available only from a single source;

(2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or

(4) After solicitation of a number of sources, competition is determined inadequate.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 54409, Sept. 10, 2015]

**§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

**§200.322 Procurement of recovered materials.**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

**§200.323 Contract cost and price.**

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

#### **§200.324 Federal awarding agency or pass-through entity review.**

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

#### **§200.325 Bonding requirements.**

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance



that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

**§200.326 Contract provisions.**

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

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Need assistance?

PERSONAL SERVICES CONTRACT SUMMARY

DATE: 1/29/2011

DEPARTMENT NAME: Emergency Management DEPARTMENT NUMBER 77

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

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

TYPE OF SERVICE: Legal Services for UASI Approval Authority

FUNDING SOURCE: Homeland Security Grant Funding- Urban Areas Security Initiative Grant

PSC AMOUNT: \$200,000 PSC DURATION: 3/1/12-2/29/16

1. DESCRIPTION OF WORK

A. Concise description of proposed work: The contractor will provide the Bay Area UASI Approval Authority with legal counsel and advise the body on various matters pertaining to open meetings, grants administration, or other issues that may arise.

B. Explain why this service is necessary and the consequences of denial: The San Francisco City Attorney's Office represents the City in its capacity as primary grantee and fiscal agent to the UASI Approval Authority Board. In this role, the Office advises on procurement and contracting issues, and approves as to form grant-funded contracts and subgrant agreements. In addition, the San Francisco City Attorney's Office advises the City through its representatives on the Approval Authority and its employees working as the General Manager and as members of the UASI Management Team. The City Attorney's Office has not represented and does not currently represent the Approval Authority as a body. In addition, City Attorneys and County Counsels from the other parties to the Master MOU may represent and advise the individuals from the represented jurisdiction in connection with their work on the Approval Authority or UASI Management Team. Currently, there is no public law office, private firm or attorney advising the Approval Authority as a body. Denial of this service may create a conflict of interest between the San Francisco City Attorney and other regional City Attorneys or County Counsels.

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): Not Applicable.

D. Will the contract(s) be renewed: No.

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

Local 21 Union Name [Signature] Signature of person mailing/faxing form [Date] 12/2/11

Municipal Attorneys Assoc Union Name [Signature] Signature of person mailing/faxing form [Date] 12/2/11

RFP sent to Union Name, on Date Signature

\*\*\*\*\*

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4082-11/12 STAFF ANALYSIS/RECOMMENDATION:

CIVIL SERVICE COMMISSION ACTION:

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

- A. Specify required skills and/or expertise: Extensive expertise and knowledge in legal matters as they pertain to municipal and administrative law, open meetings, grants administration, or other issues that may arise.
- B. Which, if any, civil service class normally performs this work? Civil service Class 8177 – Attorney (Civil/Criminal) is the classification that can perform the work, as noted below in 4A
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain: No.

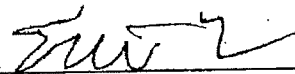
4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

- A. Explain why civil service classes are not applicable: This contract service involves legal representation for a regional Approval Authority Body comprised of representatives from the 12 Bay Area counties and requires extensive municipal and administrative law experience. To avoid conflicts of interest, it is necessary for a neutral organization, not affiliated with any of the participating jurisdictions, to perform this job function.
- B. Would it be practical to adopt a new civil service class to perform this work? Explain. No, a neutral, non-affiliated, organization to provide legal services is needed.

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

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

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



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Signature of Departmental Personal Services Contract Coordinator

**William Lee** **(415) 705-8507**

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Print or Type Name Telephone Number

Department of Emergency Management  
Division of Emergency Services  
 1011 Turk Street  
 San Francisco, CA 94102

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: Job Quality Standards and Program Review Consulting Services

Funding Source: Airport Operating Funds

PSC Amount: \$300,000

PSC Est. Start Date: 07/03/2018

PSC Est. End Date 06/30/2021

**1. Description of Work**

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

San Francisco International Airport (SFO, Airport) seeks additional short-term capacity from a neutral third party to formally assess the Quality Standards Program (QSP), which was developed at the Airport in 1999. The QSP seeks to address SFO's need not just for a stable, well-trained workforce, but for measureable safety, health, training, and equipment standards. The program was designed to strengthen performance and retention for some of the most critical jobs related to safety and security at the Airport, specifically those on the airfield. The contractor will review the program's framework and impacts, and recommend areas for improvement, including new performance metrics, to help SFO strengthen its strategies for maximizing airfield safety and security.

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

The QSP was designed to strengthen performance and retention for some of the most critical jobs related to safety and security at the Airport, specifically those on the airfield. Because the QSP targets safety and security operations at the Airport, the thorough review of the policy is a critical opportunity to strengthen performance in these areas. Consequences of denial would mean there would not be any opportunity for potentially critical improvements to this program.

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

This is a new service.

D. Will the contract(s) be renewed?

Yes, if there continues to be a need for 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.

B. Explain the qualifying circumstances:

This is a short-term project, which requires specialized skills and knowledge.

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

- A. Specify required skills and/or expertise: Expertise in public program evaluation; knowledge of policies and practices related to job quality, and familiarity with Airport operations.
- 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?**

There are no existing City resources that can satisfy this need.

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

- A. Explain why civil service classes are not applicable.  
This is a one-time, short-term project requiring specialized expertise.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, as the specialized expertise is required on a short-term basis.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
No. At this time, we don't expect there to be any training since the scope of work is discreet and the consultant will not be involved in follow-up beyond making recommendations.
- 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 04/06/2018, the Department notified the following employee organizations of this PSC/RFP request:  
Professional & Tech Engrs, Local 21

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

Name: 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# 42059 - 17/18

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/04/2018

# **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 06, 2018 4:55 PM  
**To:** Cynthia Avakian (AIR); tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Parada, Lucina (AIR); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 42059 - 17/18

RECEIPT for Union Notification for PSC 42059 - 17/18 more than \$100k

The AIRPORT COMMISSION -- AIR has submitted a request for a Personal Services Contract (PSC) 42059 - 17/18 for \$300,000 for Initial Request services for the period 07/03/2018 – 06/30/2021. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/10689> 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: Airport Environmental Policy and Sustainability Feasibility Studies

Funding Source: Airport Operating Funds

PSC Amount: \$600,000

PSC Est. Start Date: 05/07/2018

PSC Est. End Date 12/31/2022

**1. Description of Work**

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

The San Francisco International Airport ("Airport" or "SFO") requires the assistance of consultants to conduct specialized feasibility studies in the areas of environmental policy and sustainability related to airports and the aviation industry. The consultants would work on short-term projects related to environmental policy, sustainability, sustainable aviation fuel, improved air quality, zero emissions, zero waste, zero carbon, net zero energy and other related projects. The work would include conducting research on environmental policy and sustainability projects, soliciting input from stakeholders, and analyzing the topics of study and its impact on SFO, air traffic, airlines, passengers and the region. The consultants would provide recommendations to SFO on how best to reach the Airport's goals of zero waste, net zero energy and carbon neutrality.

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

The City and SFO aspires to move toward zero waste, net zero energy and carbon neutrality. The consequence of denial is that SFO would not have the specialized aviation environmental and sustainability experts available, and would not have the means to move the Airport forward in meeting the City's goals of zero waste, net zero energy and carbon neutrality.

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

This is a new service.

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

Yes, if there continues to be a need for 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.

**B. Explain the qualifying circumstances:**

The Airport would like specialized short-term feasibility studies conducted on environmental policy and sustainability projects related to the airport and aviation industry.

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

- A. Specify required skills and/or expertise: Expertise and experience at conducting specialized feasibility studies on the topics related to environmental policy and sustainability for airports and the aviation industry.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1823, Senior Administrative Analyst; 1824, Pr Administrative Analyst; 5211, Eng/Arch/Landscape Arch Sr; 5638, Environmental Assistant; 5644, Principal Environ Specialist; 0931, Manager III; 0941, Manager VI;
- 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 no other City department has expertise in environmental policy and sustainability for the airport and aviation industry.

**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 could not provide specialized research for feasibility studies related to the airport and aviation industry.
- 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 these are short-term projects.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
No. No, training will be provided as these are short-term projects.
- 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 03/23/2018, the Department notified the following employee organizations of this PSC/RFP request:**

Municipal Executive Association; Professional & Tech Engrs, Local 21

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

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

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

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 48146 - 17/18

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/04/2018

# **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:** Friday, March 23, 2018 9:06 AM  
**To:** Cynthia Avakian (AIR); tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; camaguey@sfmea.com (contact); staff@sfmea.com; Yen Pang (AIR); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 48146 - 17/18

RECEIPT for Union Notification for PSC 48146 - 17/18 more than \$100k

The AIRPORT COMMISSION -- AIR has submitted a request for a Personal Services Contract (PSC) 48146 - 17/18 for \$600,000 for Initial Request services for the period 05/07/2018 – 12/31/2022. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/10783> 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: 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: Translation and Interpretation

Funding Source: 13% Federal, 12% State, 75% Local

PSC Amount: \$1,610,000

PSC Est. Start Date: 07/01/2018

PSC Est. End Date 06/30/2021

**1. Description of Work**

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

Provide written translation services and/or oral interpretation services in several different languages to San Francisco Human Services Agency (HSA) clients with Limited English Proficiency (LEP); provide sign language services to San Francisco Human Services Agency (HSA) clients with hearing impairments.

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

This language service is vital in enabling HSA staff to effectively communicate with clients, determine eligibility for programs, and provide appropriate referrals for HSA services. The Translation and Interpretation Services include written translation of important documents such as brochures and forms for HSA clients; over the phone interpretation; on-site interpretation at different types of events such as interviews, meetings, doctor's appointments, intake appointments, court hearings, etc. Denial of this service could result in non-compliance to the American with Disabilities Act (ADA) which requires that state and local governments communicate effectively with people who have communication disabilities. This includes people with hearing impairments. In addition, HSA clients with Limited English Proficiency and/or hearing impairments will not be able to participate and benefit from programs and services that the department offers.

**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 and is currently being contracted out. The most recent personal services contract approval number is 2006-08/09 on January 4, 2016.

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

Yes

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

not applicable

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

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

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

**B. Explain the qualifying circumstances:**

The translation and interpretation services require exclusive knowledge and expertise including various language certifications. Services are required on an as-needed, short notice basis across many languages.

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

- A. Specify required skills and/or expertise: At least three (3) years of experience providing translation and/or interpretation services in social services for Government Agencies. For written language translation and oral interpretation: Certification by ATA, NTA, or by other accrediting organizations and demonstration of culturally competent interpreters and/or translators. For hearing-impaired interpretation services: Certification in ASL or other languages appropriate to persons with hearing disabilities. For bilingual interpretation and or translation, the ability to translate and interpret in the following languages: Spanish, Chinese (Cantonese and Mandarin), Russian, Filipino (Tagalog), Vietnamese and other languages as needed.
- 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?**

The Human Services Agency was unable to identify a current civil service class in the Department of Human Resources Classification and Compensation Database that can provide oral, written, and sign language translation and interpretation at the level at which contractors can provide the services. There are bilingual positions that exist within the department, however, it is not possible to anticipate what languages will be needed and the frequency at which the services will be needed. It is not realistic to expect department staff to be readily available and pulled away from their regular job duties when a translation/interpretation need arises unexpectedly.

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

- A. Explain why civil service classes are not applicable.  
There is no civil services class that requires the expertise necessary to perform these services. Because this service is on an as needed basis, it is difficult to predict what the demand will be. It is not realistic to pull civil service employees away from their regular work to perform these services on an as needed basis. There will also be less commonly used languages that arise on a limited 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. Given that the translation and interpretation services are provided on an as needed basis and that it is difficult to anticipate the frequency at which these services are needed at any given time, it is not practical to adopt a new civil service class to perform this work.

**6. Additional Information**

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

7. **Union Notification:** On 02/22/2018, the Department notified the following employee organizations of this PSC/RFP request:  
all unions were notified

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

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

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 47988 - 17/18

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/04/2018



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

## Duenas, Rocio (HSA)

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**From:** dhr-psccordinator@sfgov.org on behalf of john.tsutakawa@sfgov.org  
**Sent:** Thursday, February 22, 2018 1:57 PM  
**To:** Tsutakawa, John (HSA); sarah.wilson@seiu1021.org; kschumacher@ifpte21.org; kpage@ifpte21.org; peter.masiak@seiu1021.org; 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); smcgary@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; camaguey@sfmea.com (contact); ecdemvoter@aol.com; thomas.vitale@seiu1021.org; Duenas, Rocio (HSA); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 47988 - 17/18

RECEIPT for Union Notification for PSC 47988 - 17/18 more than \$100k

The HUMAN SERVICES -- DSS has submitted a request for a Personal Services Contract (PSC) 47988 - 17/18 for \$1,610,000 for Initial Request services for the period 07/01/2018 – 06/30/2021. Notification of 30 days (60 days for SEIU) is required.

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

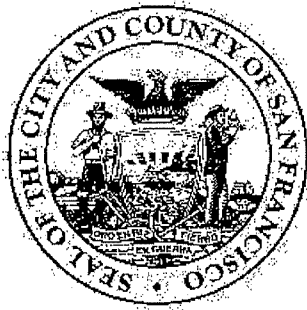
<http://apps.sfgov.org/dhrdrupal/node/10731> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

# **Additional Attachment(s)**

**City and County of San Francisco**

**Request for Proposals #633 for Human Services Agency  
(RFP 633)**

**TO PROVIDE INTERPRETATION AND TRANSLATION SERVICES**



Date issued: March 18, 2015  
Pre-Proposal Conference: March 26, 2015 9:30 a.m.  
Proposal due: April 21, 2015 3:00 p.m.

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## I. Introduction, Schedule, and Definitions

### A. General

The City and County of San Francisco Human Services Agency (HSA) announces its intent to seek proposals from qualified agencies, organizations, and individuals interested in providing written language translation and oral interpretation, as well as hearing-impaired interpretation services to Limited English Proficiency (LEP) clients in San Francisco. This will enable HSA staff to effectively communicate with clients, determine eligibility for programs, and provide appropriate referrals for services. These services are needed for all three Departments under HSA, the Department of Human Services, the Department of Aging and Adult Services, and the Office of Early Care and Education. Bidders can submit proposals for translation services, interpretation services, or both. Joint collaborations are encouraged.

As mandated by Federal, State and City regulations, the purpose of this contract is to provide the Human Services Agency with effective bilingual interpretive services and written translated materials to serve the needs of the LEP population. Interpretation and translation services are needed to assist HSA staff with communicating with LEP clients who are seeking assistance from HSA through the application and/or receipt of public assistance benefits and/or who are participating in a work and training program. The agency is seeking sign language interpretation services for the hearing impaired utilizing American Sign Language (ASL) and Universal Sign Language (USL).

In addition, services will be needed for families involved in Child Welfare or Juvenile Probation services. Interpreters may be involved in emotionally charged and volatile situations, such as abuse and neglect assessments. The information to be interpreted and translated may be sensitive and confidential; therefore the selected vendor must enforce a strict policy of confidentiality. The goal of this procurement is to remove language and other communication barriers so that children, families and individuals who may be eligible for programs and services through HSA have equal access to them.

HSA does not approve the use of any subcontracts for the services proposed under this Request for Proposals (RFP) nor is this RFP intended to create any subcontracting opportunities.

HSA reserves the right to make one, multiple or partial awards of contracts through this RFP. Priority will be given to bidders that can provide a wide variety of languages that are representative of the LEP population in San Francisco (See Section XI)

This contract shall have an original term of three years, tentatively effective from July 1, 2015 to June 30, 2018. In addition, the HSA shall have one option to extend the term for an additional period of three years, which the City may exercise at its sole, absolute discretion. Contracts shall be cost reimbursement based upon completion of work approved by the Agency.

The source of funding for these services will be a combination of **Federal, State and City revenue**. Payment for all services provided in accordance with provisions under this contract shall be contingent upon the availability of Federal, State and City funds for the purpose of providing this service. The City shall not be required to provide any definite units of services nor does the City guarantee any minimum amount of funding for this service. **Due to State and Federal funding for these services, LBE bid discounts will not be used in this RFP.**

**B. Tentative Schedule** *(subject to change)*

RFP Issue Date	March 18, 2015
Pre-Proposal Conference Date	March 26, 2015, 9:30 a.m. 1650 Mission St, 2 <sup>nd</sup> Floor, Presidio Room, San Francisco, California 94103
Deadline for Questions	March 31, 2015, 3:00 p.m.
Proposals Due Date	April 21, 2015, 3:00 p.m.
Schedule for Oral Interviews	Week of May 18, 2015

**C. Definitions**

ASL	American Sign Language
ATA	American Translators Association
CDI	Certified Deaf Interpreter
HSA	San Francisco Human Services Agency
MLS	Minimum Language Skills
NTA	Northern California Translators Associations
OCR	HSA's Office of Civil Rights
USL	Universal Sign Language

**II. Scope of Work**

The Scope of Work 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.

The following are work tasks assumed necessary to provide interpretation and translation services within and for the City and County of San Francisco. Respondents to this RFP must propose to provide the services stated in the Services Requested section of this RFP.

**A. Services Requested**

**Target Population**

Contractor will provide written language translation and oral interpretation, and hearing-impaired interpretation services to HSA staff and its community partners working with HSA clients.

**Written Translation**

1. Provide professional and culturally competent translators certified by ATA, NTA, or by other appropriate evaluation tools or similar accrediting organizations.
2. Translate text documents, brochures, and forms into the requested languages, including, but not limited to: Spanish, Russian, Traditional Chinese, Filipino (Tagalog), and Vietnamese.
3. Translate source documents (in languages other than English) into English.
4. Engage in interactive processes with HSA staff to allow for review and corrections by proofreaders to determine the most appropriate translations of terms.
5. Translate documents according to instructions provided by HSA and other authorized requestors designated by HSA-OCR. Ensure that translators become familiar with HSA program terminology, through reference to the HSA glossaries and past translation projects, to be provided as samples.
6. Target the translations to the appropriate educational level of the intended audience as identified by the authorized requester.
7. Provide translation projects in a format acceptable to the requester, including but not limited to Microsoft Office (e.g., .doc, .ppt, .xls), PDF, Email, hard copy, and CD.
8. Enact and maintain a strict confidentiality policy adhering to the City and HSA standards described in the contract agreement.

## **Oral Interpretation**

1. Prove professional and culturally competent interpreters certified by ATA, NTA, or by other appropriate evaluation tools or similar accrediting organizations.
2. Provide oral interpreters in requested languages, (see Section XII). Including but not limited to: Spanish, Chinese (Mandarin and Cantonese), Vietnamese, Russian, Filipino (Tagalog), and other languages as identified by HSA-OCR.
3. Schedule and provide oral interpreters within 24 hours of request.
4. Accept telephone and written requests from HSA-OCR and/or other authorized requestors designated by HSA-OCR, assign interpreters, and provide confirmation to HSA-OCR unit and/or HSA project staff in a timely manner.
5. Ensure that interpreters assigned to HSA are culturally competent, are familiar with the nature of interactions with social service clients, and are sensitive to the barriers that clients face in terms of language, disabilities (both mental and physical), and educational levels.
6. Enact and maintain a strict confidentiality policy adhering to the City and HSA standards described in the contract agreement.

## **Interpretation for Persons with Hearing Impairments**

1. Provide professional and culturally competent interpreters certified in ASL or other languages appropriate to persons with hearing impairments.
2. Schedule and provide interpreters within 24 hours of request.
3. Accept telephone and written requests from HSA and/or other authorized requesters designated by HSA-OCR, assign interpreters, and provide confirmation to HSA-OCR and/or HSA Provide a CDI to accompany the interpreter and serve as a relay interpreter when working with MLS clients provide a CDI to accompany the interpreter and serve as a relay interpreter when working with MLS clients.
4. Ensure that interpreters assigned to HSA are culturally competent, are familiar with the nature of interactions with social service clients, and are sensitive to the barriers that clients face, in terms of language, disabilities (both mental and physical), and educational levels.
5. Enact and maintain a strict confidentiality policy adhering to the City and HSA standards described in the contract agreement.

### **B. Service Objectives and Outcome Objectives**

Respondents should state in measurable, quantifiable terms the service and outcome objectives they will achieve in providing these services. The major purpose of objectives is to measure quantity, quality, structure and impact of services. In measuring these areas, a balance should be created between the value of the information and the time/effort required to collect the information. The objectives stated in the proposal may be incorporated as part of the program's evaluation plan. The objectives should be specified in the proposals to match the services to be provided.

### **Service Objectives**

As part of the proposal, the respondent will be required to develop specific service objectives that measure the quantity and other aspects of services. The following items are not absolute but are included as examples only to assist the respondent in developing a set of service objectives.

#### *Oral Interpretation:*

1. # of oral interpretation referrals received.
2. # of oral interpretation services provided.



*Written Translation:*

1. # of written translation referrals received.
2. # of written translation services provided.

*Hearing-Impaired Interpretation:*

1. # of interpretation services provided.
2. # of interpretation referrals received.

**Outcome Objectives**

As part of the proposal, the respondent will be required to develop specific outcome objectives that demonstrate and measure the impact, outcomes, or results of services. The following items are not absolute but are included as examples only to assist the respondent in developing a set of outcome objectives.

*Oral Interpretation:*

1. % of oral interpretation occurring within 24 hours of request.
2. % of oral interpretation referrals responded to within two hours.

*Written Translation:*

1. % of written translation referrals responded to within two hours.

*Hearing-Impaired Interpretation:*

1. % of interpretation requests occurring within 24 hours of request.
2. % of interpretation referrals from HSA responded to within 2 hours.

**III. Submission Requirements**

**A. Time and Place for Submission of Proposals**

**Response packages must be received by 3:00 p.m., on April 21, 2015.** Postmarks will not be considered in judging the timeliness of submissions. Proposals may be delivered in person and left with **Tahir Shaikh at 1650 Mission Street, Suite 300, San Francisco, CA 94103. Tel: (415) 557-6085. E-mail: [Tahir.Shaikh@sfgov.org](mailto:Tahir.Shaikh@sfgov.org)**

Proposers shall submit **three (3) hard** copies and one (1) electronic pdf copy of the proposal clearly marked "**RFP #633 – To Provide Interpretation and Translation Services.**" to the above location. Hard copies and electronic pdf copy must be submitted by the deadline to be considered timely. Proposals that are submitted by fax will not be accepted. Late submissions will not be considered.

**B. Format**

In an effort to conserve resources, please print double-sided to the maximum extent practical, and bind the proposal with a binder clip or single staple. Please do not bind your proposal with a spiral binding, glued binding, or anything similar. You may use tabs or other separators within the document.

For word processing documents, the department prefers that text be unjustified (i.e., with a ragged-right margin) and use a serif font (e.g., Times Roman, and not Arial), and that pages have margins of at least 1" on all sides (excluding headers and footers), and each page is numbered. Font should be no smaller than 12 pt.

**C. Content**

Firms interested in responding to this RFP must submit the following information, in the order specified below:

**1. Cover Page - Introduction and Executive Summary (use RFP 633 form #1)**

Submit the cover page signed by a person authorized to obligate the organization to perform the commitments contained in the proposal. Submission of this document will constitute a representation by the organization that

the organization is willing and able to perform the commitments contained in the proposal.

Briefly describe your understanding of the requested services under this RFP, the needs, and issues involved in providing the services. Briefly describe your proposed service design to meet the service needs. Briefly describe your agency's minimum qualifications (refer to Section IV. A. of this RFP).

## 2. Project Approach and Fee Proposal

Provide the following information in your proposal:

- a) Describe the general service operations and the specific service components to be provided (be sure to address all applicable items listed in Section II. Scope of Work).
- b) Respondents should state in measurable, quantifiable terms the service objectives they will achieve in providing these services.
- c) **Propose the expected number of individuals to be served, number of referrals received and the number of services to be provided annually for the Interpretation and Translation Services (see Section XIII). Please complete the information requested in the attached section XIII.**
- d) Respondents should state the specific outcome objectives to be implemented in providing these services.
- e) Describe turnaround time to complete the requested task for translation.
- f) Describe the format of the documents including but not limited to desktop publishing.
- g) Describe the time frame to respond to bilingual interpretation and or hearing-impaired interpretation request.
- h) Describe usage of translation memory software.
- i) Describe the quality control process for translation services to ensure accuracy of translation and appropriateness of format.
- j) Describe the size of network of interpreters and their qualifications.
- k) Describe or provide a sample of an invoice or similar document to be produced monthly, which details services rendered (e.g. type (interpretation or translation, language), date, time, location).
- l) Describe minimum hours of service for oral interpretation.
- m) Describe the hourly rate of oral interpretation.
- n) Describe a rate schedule by word for different language translations.
- o) Describe the cost and/or billing structure necessary to perform the tasks requested.
- p) **Respondents for written translations must provide written translations of an HSA document (see Section XI) in Spanish, Traditional Chinese, Vietnamese, and Russian. Written translated documents are required.**

## 3. Organization Qualifications, Capacity, and Staffing

- a) Organization Description – briefly describe your organization. Include certification by ATA, NTA, or by other appropriate accrediting organization and address cultural competence for interpreters and/or translators. Include certification in ASL or other languages appropriate to persons with hearing disabilities.
- b) Staff Capacity – briefly describe the organization's capacity to provide the services specified in the RFP. Please indicate the following:
  - Number of persons available to provide written translation and oral interpretation.
  - Number of languages interpreted and/or translated and which languages.
  - Nature and extent of confidentiality policy.
  - Familiarity working with social services clients.
  - References/letters of reference (minimum of two required).
- c) Business name of the agency and the legal entity for which a proposal will be submitted such as: Corporation, Co-partnership, and Combination, etc.
- d) Number of years the agency has been in business under the current business name, as well as prior business names, if any.
- e) Description of a maximum of three grants or contracts, if any, completed during the last three years showing: Year, Type of services, Dollar amount of services provided, Targeted geographic area, Granting agency, size of the project and the nature of services provided.
- f) Details of any failure or refusal to complete a contract/grant. Details of any fiscal or programmatic corrective actions within past three years. Include copy of last three years' programmatic, fiscal, and

- compliance evaluation/monitoring reports and/or compliance letter from granting agencies.
- g) Disclosure of controlling interest in any other organizations providing equivalent or similar services.
  - h) Disclosure of financial interest in any other lines of business.
  - i) Names of persons and corporations with whom the Respondent has been associated in business as partners in each of the last three years. Governmental agencies are exempt from this requirement.
  - j) Disclosure of any litigation including Respondent, subcontracts, or any principal officers thereof in connection with any contract or grant.
  - k) Insurance Certificate – Upon Award, provide a copy of current insurance certificate naming the City as Additional Insured in a separate endorsement page, or submit evidence that it can obtain the following and name the City as Additional Insured: Comprehensive Liability Insurance, Automobile Insurance Worker’s Compensation Insurance, Professional Liability Insurance, if appropriate.
  - l) Two or more organizations may submit a joint proposal. All organizations in a joint proposal must provide all the information and documentation specified in this RFP. The lead organization must be identified. The lead organization will be held accountable for the ultimate fiscal responsibility of this project. The lead organization must maintain all program and financial records for at least five years. Describe organizational structure of the lead organization with the other partners in the collaborative. Provide specific, detailed information on how the organizations will work together and how assignments will be made. Include Memoranda of Understanding (MOUs) between the lead organization and each of the collaborating partners. MOUs must be developed and signed prior to finalization of the contract.
  - m) An oral interview will be held to determine whether your organization possesses qualifications and experience to provide interpretation and translation services.

#### **IV. Evaluation and Selection Criteria**

##### **A. Minimum Qualifications**

Any proposal that does not meet these minimum requirements by the deadline for submittal of proposals will be considered non-responsive and will not be eligible for award of the contract.

1. At least three (3) years experience providing translation and/or interpretation services in social services for Government Agencies.
2. For written language translation and oral interpretation: Certification by ATA, NTA, or by other accrediting organizations and demonstration of culturally competent interpreters and/or translators.
3. For hearing-impaired interpretation services: Certification in ASL or other languages appropriate to persons with hearing disabilities.
4. Familiarity with social services terminology/working with social services clients.
5. A current city contractor or ability to become a city contractor upon award within ten (10) days of a tentative award notice.
6. For bilingual interpretation and or translation, the ability to translate and interpret in at least following languages: Spanish, Chinese (Cantonese and Mandarin), Russian, Filipino (Tagalog), and Vietnamese.
7. Special consideration will be given for contractors that can provide Arabic regional dialects mentioned in the section XI.

##### **B. Selection Criteria**

The proposals will be evaluated by a selection committee comprised of parties with expertise in the service areas identified in this RFP. The City intends to evaluate the proposals generally in accordance with the criteria itemized below.

###### **1. Selection Criteria for Oral Interpretation (100 points)**

###### **Cover Page – Introduction & Executive Summary**

**20**

Respondent understanding of the services proposed, as well as the needs and issues involved in providing the services. (8 points)

Brief description of Respondent’s proposed program model/approach to deliver requested services. (6 points)

Brief description of how Respondent meets minimum qualifications to provide the services proposed.

(6 points)

**Organization Qualifications and Capacity**

**50**

Description of the organization and its capacity to provide the services proposed in this RFP. (13 points)

Organization's experience in providing proposed services to the target population. (12 points)

Respondent's past performance under grant/contract for services similar to those proposed. This will include performance under previous grants/contracts with the City and County of San Francisco. (5 points)

Quality of references and documentation in support of Respondent's proposal. (5 points)

Oral Interview (15 points)

**Project Approach & Budget**

**30**

Description of Respondent's specific program approach to deliver the services proposed and how this program approach or service model will appropriately address the needs of the target population. (8 points)

Propose the expected number of individuals to be served, number of referrals received and the number of services to be provided annually for the Interpretation and Translation Services. (8 points)

Description of the specific measures to be implemented by the Respondent to ensure performance outcomes and service objectives will be met. This should also include a discussion of specific methods for collection of necessary service utilization and performance outcome and/or customer satisfaction data. (7 points)

Reasonableness of the Respondent's budget (Fee Proposal) as it relates to the services proposed. (7 points)

**Total Available Points**

**100**

**2. Selection Criteria for Written Translation (100 points)**

**Cover Page – Introduction & Executive Summary**

**20**

Respondent understanding of the services proposed, as well as the needs and issues involved in providing the services. (8 points)

Brief description of Respondent's proposed program model/approach to deliver requested services. (6 points)

Brief description of how Respondent meets minimum qualifications to provide the services proposed. (6 points)

**Organization Qualifications and Capacity**

**45**

Description of the organization and its capacity to provide the services proposed in this RFP. (10 points)

Organization's experience in providing proposed services to the target population. (10 points)

Respondent's past performance under grant/contract for services similar to those proposed. This will include performance under previous grants/contracts with the City and County of San Francisco. (5 points)

Quality of references and documentation in support of Respondent's proposal. (5 points)

Oral Interview (15 points)

**Project Approach & Budget**

**35**

Description of Respondent's specific program approach to deliver the services proposed and how this program approach or service model will appropriately address the needs of the target population. (8 points)

Propose the expected number of individuals to be served, number of referrals received and the number of services to be provided annually for the Interpretation and Translation Services. (7 points)

Description of the specific measures to be implemented by the Respondent to ensure performance outcomes and service objectives will be met. This should also include a discussion of specific methods for collection of necessary service utilization and performance outcome and/or customer satisfaction data. (6 points)

Reasonableness of the Respondent's budget (Fee Proposal) as it relates to the services proposed. (7 points)

Written sample – Translation of the HSA Mission Statement (7 points)

**Total Available Points** **100**

**3. Selection Criteria for Hearing Impaired/Sign Language (100 points)**

**Cover Page – Introduction & Executive Summary** **20**

Respondent understanding of the services proposed, as well as the needs and issues involved in providing the services. (8 points)

Brief description of Respondent's proposed program model/approach to deliver requested services. (6 points)

Brief description of how Respondent meets minimum qualifications to provide the services proposed. (6 points)

**Organization Qualifications and Capacity** **45**

Description of the organization and its capacity to provide the services proposed in this RFP. (10 points)

Organization's experience in providing proposed services to the target population. (10 points)

Respondent's past performance under grant/contract for services similar to those proposed. This will include performance under previous grants/contracts with the City and County of San Francisco. (5 points)

Quality of references and documentation in support of Respondent's proposal. (5 points)

Oral Interview (15 points)

**Project Approach & Budget** **35**

Description of Respondent's specific program approach to deliver the services proposed and how this program approach or service model will appropriately address the needs of the target population. (10 points)

Propose the expected number of individuals to be served, number of referrals received and the number of services to be provided annually for the Interpretation and Translation Services. (10 points)

Description of the specific measures to be implemented by the Respondent to ensure performance outcomes and service objectives will be met. This should also include a discussion of specific methods for collection of necessary service utilization and performance outcome and/or customer satisfaction data. (8 points)

Reasonableness of the Respondent's budget (Fee Proposal) as it relates to the services proposed. (7 points)

**Total Available Points** **100**

## V. Written Questions and Contract Award

### A. Written Questions

Proposers are encouraged to submit written questions before the due date stated in Section I.B. to the individual designated in Section VI.B. All questions will be addressed and any available new information will be provided in writing via email to proposers. **All written questions must be submitted on or prior to March 31, 2015.**

### B. Contract Award

The Human Services Agency will select a proposer(s) with whom Human Services Agency staff shall commence contract negotiations. The selection of any proposal shall not imply acceptance by the City of all terms of the proposal, which may be subject to further negotiations and approvals before the City may be legally bound thereby. If a satisfactory contract cannot be negotiated in a reasonable time the Human Services Agency, in its sole discretion, may terminate negotiations with the successful proposer and begin contract negotiations with another proposer.

## VI. Terms and Conditions for Receipt of Proposals

### A. Errors and Omissions in RFP

Proposers are responsible for reviewing all portions of this RFP. Proposers are to promptly notify Human Services Agency, in writing, if the proposer discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be directed to the Human Services Agency promptly after discovery, but in no event later than five working days prior to the date for receipt of proposals. Modifications and clarifications will be made by addenda as provided below.

### B. Inquiries Regarding RFP

Inquiries regarding the RFP must be directed to the individual identified in Section III.A. **All written questions must be submitted on or prior to March 31, 2015.**

### C. Objections to RFP Terms

Should a proposer object on any ground to any provision or legal requirement set forth in this RFP, the proposer must, not more than ten calendar days after the RFP is issued, provide written notice to the Department setting forth with specificity the grounds for the objection. The failure of a proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

### D. Change Notices

The Human Service Agency may modify the RFP, prior to the proposal due date, by issuing Change Notices, which will be posted on the website at <http://mission.sfgov.org/OCABidPublication/ReviewBids.aspx>. The respondent shall be responsible for ensuring that its proposal reflects any and all Change Notices issued by the Human Services Agency prior to the proposal due date regardless of when the proposal is submitted. Therefore, it is highly recommended that the respondents consult the website frequently, including shortly before the proposal due date, to determine if the respondent has downloaded all Change Notices.

### E. Term of Proposal

Submission of a proposal signifies that the proposed services and prices are valid for 120 calendar days from the proposal due date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

### F. Revision of Proposal

A proposer may revise a proposal on the proposer's own initiative at any time before the deadline for submission of proposals. The proposer must submit the revised proposal in the same manner as the original. A revised proposal must be received on or before the proposal due date. In no case will a

statement of intent to submit a revised proposal, or commencement of a revision process, extend the proposal due date for any proposer. At any time during the proposal evaluation process, the Human Services Agency may require a proposer to provide oral or written clarification of its proposal. The Human Services Agency reserves the right to make an award without further clarifications of proposals received.

**G. Errors and Omissions in Proposal**

Failure by the Human Services Agency to object to an error, omission, or deviation in the proposal will in no way modify the RFP or excuse the vendor from full compliance with the specifications of the RFP or any contract awarded pursuant to the RFP.

**H. Financial Responsibility**

The City accepts no financial responsibility for any costs incurred by a firm in responding to this RFP. Submissions of the RFP will become the property of the City and may be used by the City in any way deemed appropriate.

**I. Proposer's Obligations under the Campaign Reform Ordinance**

Proposers must comply with Section 1.126 of the S.F. Campaign and Governmental Conduct Code, which states:

No person who contracts with the City and County of San Francisco for the rendition of personal services, for the furnishing of any material, supplies or equipment to the City, or for selling any land or building to the City, whenever such transaction would require approval by a City elective officer, or the board on which that City elective officer serves, shall make any contribution to such an officer, or candidates for such an office, or committee controlled by such officer or candidate at any time between commencement of negotiations and the later of either (1) the termination of negotiations for such contract, or (2) three months have elapsed from the date the contract is approved by the City elective officer or the board on which that City elective officer serves. If a proposer is negotiating for a contract that must be approved by an elected local officer or the board on which that officer serves, during the negotiation period the proposer is prohibited from making contributions to: the officer's re-election campaign, a candidate for that officer's office, and a committee controlled by the officer or candidate.

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a contractor approaches any city officer or employee about a particular contract, or a city officer or employee initiates communication with a potential contractor about a contract. The negotiation period ends when a contract is awarded or not awarded to the contractor. Examples of initial contacts include: (1) a vendor contacts a city officer or employee to promote himself or herself as a candidate for a contract; and (2) a city officer or employee contacts a contractor to propose that the contractor apply for a contract. Inquiries for information about a particular contract, requests for documents relating to a Request for Proposal, and requests to be placed on a mailing list do not constitute negotiations.

Violation of Section 1.126 may result in the following criminal, civil, or administrative penalties: *1. Criminal.* Any person who knowingly or willfully violates section 1.126 is subject to a fine of up to \$5,000 and a jail term of not more than six months, or both. *2. Civil.* Any person who intentionally or negligently violates section 1.126 may be held liable in a civil action brought by the civil prosecutor for an amount up to \$5,000. *3. Administrative.* Any person who intentionally or negligently violates section 1.126 may be held liable in an administrative proceeding before the Ethics Commission held pursuant to the Charter for an amount up to \$5,000 for each violation.

For further information, proposers should contact the San Francisco Ethics Commission at (415) 252-3100.

**J. Sunshine Ordinance**

In accordance with S.F. Administrative Code Section 67.24(e), contractors' bids, responses to RFPs and all other records of communications between the City and persons or firms seeking contracts shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure

of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefits until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

**K. Public Access to Meetings and Records**

If a proposer is a non-profit entity that receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the S.F. Administrative Code, the proposer must comply with Chapter 12L. The proposer must include in its proposal (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to proposer's meetings and records, and (2) a summary of all complaints concerning the proposer's compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. The summary shall also describe the disposition of each complaint. If no such complaints were filed, the proposer shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in proposer's Chapter 12L submissions shall be grounds for rejection of the proposal and/or termination of any subsequent Agreement reached on the basis of the proposal.

**L. Reservations of Rights by the City**

The issuance of this RFP does not constitute an agreement by the City that any contract will actually be entered into by the City. The City expressly reserves the right at any time to:

1. Waive or correct any defect or informality in any response, proposal, or proposal procedure;
2. Reject any or all proposals;
3. Reissue a Request for Proposals
4. Prior to submission deadline for proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the proposals;
5. Procure any materials, equipment or services specified in this RFP by any other means;
6. Determine that no project will be pursued.

**M. No Waiver**

No waiver by the City of any provision of this RFP shall be implied from any failure by the City to recognize or take action on account of any failure by a proposer to observe any provision of this RFP.

**VII. Contract Requirements**

**A. Standard Contract Provisions**

The successful respondent will be required to enter into a contract substantially in the form of the Agreement for Professional Services. Failure to timely execute the grant, or to furnish any and all insurance certificates and policy endorsement, surety bonds or other materials required in the grant, shall be deemed an abandonment of a grant offer. The Human Services Agency, in its sole discretion, may select another respondent and may proceed against the original selectee for damages.

You are urged to pay special attention to the requirements of Administrative Code Chapters 12B and 12C, Nondiscrimination in Contracts and Benefits, the Minimum Compensation Ordinance; the Health Care Accountability Ordinance; the First Source Hiring Program; and applicable conflict of interest laws, as set forth in paragraphs B, C, D, E and F below.

**B. Nondiscrimination in Contracts and Benefits**

The successful proposer(s) will be required to agree to comply fully with and be bound by the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Generally, Chapter 12B prohibits the City and County of San Francisco from entering into contracts or leases with any entity that discriminates in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of employees. The Chapter 12C requires nondiscrimination in



contracts in public accommodation. Additional information on Chapters 12B and 12C is available on the HRC's website at [www.sfhrc.org](http://www.sfhrc.org).

**C. Minimum Compensation Ordinance (MCO)**

The successful respondent will be required to agree to comply fully with and be bound by the provisions of the Minimum Compensation Ordinance (MCO), as set forth in S.F. Administrative Code Chapter 12P. Generally, this Ordinance requires grantees to provide employees covered by the Ordinance who do work funded under the contract with hourly gross compensation and paid and unpaid time off that meet certain minimum requirements. For the amount of hourly gross compensation currently required under the MCO, see [www.sfgov.org/olse/mco](http://www.sfgov.org/olse/mco). Note that this hourly rate may increase on January 1 of each year and that grantees will be required to pay any such increases to covered employees during the term of the grantee. Additional information regarding the MCO is available on the web at [www.sfgov.org/olse/mco](http://www.sfgov.org/olse/mco).

**D. Health Care Accountability Ordinance (HCAO)**

The successful proposer will be required to agree to comply fully with and be bound by the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in S.F. Administrative Code Chapter 12Q. Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the HCAO is available on the web at [www.sfgov.org/olse/hcao](http://www.sfgov.org/olse/hcao).

**E. First Source Hiring Program (FSHP)**

If the contract is for more than \$50,000, then the First Source Hiring Program (Admin. Code Chapter 83) may apply. Generally, this ordinance requires contractors to notify the First Source Hiring Program of available entry-level jobs and provide the Workforce Development System with the first opportunity to refer qualified individuals for employment.

Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the FSHP is available on the web at [www.sfgov.org/moed/fshp.htm](http://www.sfgov.org/moed/fshp.htm) and from the First Source Hiring Administrator, (415) 401-4960.

**E. Conflicts of Interest**

The successful proposer will be required to agree to comply fully with and be bound by the applicable provisions of state and local laws related to conflicts of interest, including Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California. The successful proposer will be required to acknowledge that it is familiar with these laws; certify that it does not know of any facts that constitute a violation of said provisions; and agree to immediately notify the City if it becomes aware of any such fact during the term of the Agreement.

Individuals who will perform work for the City on behalf of the successful proposer might be deemed consultants under state and local conflict of interest laws. If so, such individuals will be required to submit a Statement of Economic Interests, California Fair Political Practices Commission Form 700, to the City within ten calendar days of the City notifying the successful proposer that the City has selected the proposer.

**VIII. Protest Procedures**

**A. Protest of Non-Responsiveness Determination**

Within five (5) working days of the City's issuance of a notice of non-responsiveness, any firm that has submitted a proposal and believes that the City has incorrectly determined that its proposal is non-responsive may submit a written notice of protest. Such notice of protest must be received by the City on or before the fifth working day following the City's issuance of the notice of non-responsiveness. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In

addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

## **B. Protest of Contract Award**

Within ten (10) working days of the City's issuance of a notice of intent to award the contract, any firm that has submitted a responsive proposal and believes that the City has incorrectly selected another proposer for award may submit a written notice of protest. Such notice of protest must be received by the City on or before the tenth working day after the City's issuance of the notice of intent to award.

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

## **C. Delivery of Protests**

All protests must be received by the due date. If a protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein. Protests should be transmitted by a means that will objectively establish the date the City received the protest. Protests or notice of protests made orally (e.g., by telephone) will not be considered. Protests must be delivered to:

**Executive Director  
City and County of San Francisco  
Human Services Agency  
P.O. Box 7988  
San Francisco, CA 94120-7988**

## **IX. Standard Forms**

Before the City can award any contract to a contractor, that contractor must file three standard City forms (items 1-3 on the chart). Because many contractors have already completed these forms, and because some informational forms are rarely revised, the City has not included them in the RFP package. Instead, forms can be downloaded from the City's Office of Contract Administration webpage [www.sfgov.org/oca/](http://www.sfgov.org/oca/) click on "Required Vendor Forms" under the "information for Vendors and Contractors" banner. Forms can also be obtained by contacting Purchasing at (415) 554-6248 or [purchasing@sfgov.org](mailto:purchasing@sfgov.org).

If a respondent has already filled out items 1-3 (see note under item 3) on the chart, **the respondent should not do so again unless the contractor's answers have changed.** To find out whether these forms have been submitted, the contractor should call Vendor File Support in the Controller's Office at (415) 554-6702.

If a respondent would like to apply to be certified as a local business enterprise, it must submit item 4. To find out about item 4 and certification, the contractor should call Contract Monitoring Division at (415) 581-2310.

### **Office of Contract Administration**

Homepage: [www.sfgov.org/oca/](http://www.sfgov.org/oca/)  
Purchasing forms: Click on "Required Vendor Forms" under the "Information for Vendors and Contractors" banner.

### **Contract Monitoring Division**

CMD's homepage: [www.sfgov.org/cmd/](http://www.sfgov.org/cmd/)  
Equal Benefits forms: Click on "Forms" under the "Equal Benefits" banner near the bottom.  
LBE certification form: Click on "Forms" under the "LBE" banner near the bottom

Item	Form name and Internet location	Form	Description	Return the form to; For more info
1.	Request for Taxpayer Identification Number and Certification  <a href="http://www.sfgov.org/oca/purchasing/forms.htm">www.sfgov.org/oca/purchasing/forms.htm</a>  <a href="http://www.irs.gov/pub/irs-fill/fw9.pdf">www.irs.gov/pub/irs-fill/fw9.pdf</a>	W-9	The City needs the contractor's taxpayer ID number on this form. If a contractor has already done business with the City, this form is not necessary because the City already has the number.	Controller's Office Vendor File Support City Hall, Room 484 San Francisco, CA 94102  (415) 554-6702
2.	Business Tax Declaration  <a href="http://www.sfgov.org/oca/purchasing/forms.htm">www.sfgov.org/oca/purchasing/forms.htm</a>	P-25	All contractors must sign this form to determine if they must register with the Tax Collector, even if not located in San Francisco. All businesses that qualify as "conducting business in San Francisco" must register with the Tax Collector.	Controller's Office Vendor File Support City Hall, Room 484 San Francisco, CA 94102  (415) 554-6702
3.	S.F. Administrative Code Chapters 12B & 12C Declaration: Nondiscrimination in Contracts and Benefits  <a href="http://www.sfgov.org/oca/purchasing/forms.htm">www.sfgov.org/oca/purchasing/forms.htm</a> –  In Vendor Profile Application	CMD-12B-101	Contractors tell the City if their personnel policies meet the City's requirements for nondiscrimination against protected classes of people, and in the provision of benefits between employees with spouses and employees with domestic partners. Form submission is not complete if it does not include the additional documentation asked for on the form. Other forms may be required, depending on the answers on this form. <b>Contract-by-Contract Compliance status vendors must fill out an additional form for each contract.</b>	Contract Monitoring Division 30 Van Ness, #200 San Francisco, CA 94102-6059 (415) 581-2310
4.	CMD LBE Certification Application  <a href="http://www.sfgov.org/oca/purchasing/forms.htm">www.sfgov.org/oca/purchasing/forms.htm</a> –  In Vendor Profile Application		Local businesses complete this form to be certified by CMD as LBEs. Certified LBEs receive a bid discount pursuant to Chapter 14B when bidding on City contracts. To receive the bid discount, you must be certified by CMD by the response due date.	Contract Monitoring Division 30 Van Ness, #200 San Francisco, CA 94102-6059 (415) 581-2310

**X. San Francisco Human Services Agency RFP Cover Page and Executive Summary (form 1)  
RFP 633 Translation and Interpretation Services**

NAME OF ORGANIZATION(S): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

DIRECTOR: \_\_\_\_\_

PHONE/FAX#: \_\_\_\_\_

EMAIL: \_\_\_\_\_

FEDERAL EMPLOYER #: \_\_\_\_\_

ANNUAL AMOUNT(s) REQUESTED: \$ \_\_\_\_\_

I understand that the San Francisco Human Services Agency (SFHSA) reserves the right to modify the specifics of this application at the time of funding and/or during the contract negotiation; that a contract may be negotiated for a portion of the amount requested; and that there is no contract until a written contract has been signed by both parties and approved by all applicable City Agencies.

Signature of authorized representative(s):

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Submit an electronic (pdf) version and three (3) hard copies to:

San Francisco Human Services Agency  
Office of Contract Management, G410  
c/o Tahir Shaikh, Administrative Analyst  
1650 Mission Street, Suite 300  
Tahir.Shaikh@sfgov.org

If you are certified as a MBE/WBE/LBE by the S.F. Human Rights Commission, forward a copy of your certification letter to the Human Rights Commission.



## VISION

San Francisco is a diverse community whose children, youth, families, adults and seniors are safe, self-sufficient and thriving.

## MISSION

The Human Services Agency promotes well-being and self-sufficiency among individuals, families and communities in San Francisco.

## CORE VALUES

**Respect:** We treat all people with dignity, fairness and respect.

**Diversity:** We embrace and promote diversity and oppose discrimination and racism.

**Integrity:** We maintain ethical standards, professionalism, confidentiality and integrity.

**Partnership:** We work as partners with co-workers, community and public agencies, individuals and families.

**Customer Service:** We provide the highest quality services to meet each individual's unique needs.

**Communication:** We clearly communicate information and expectations to encourage honest and respectful dialogue.

**Continuous Improvement:** We do our best, evaluate our outcomes and recognize change and innovation as a means to achieve excellence.

**XII**

**LEP CLIENTS BY CORE LANGUAGE**

NUMBER OF LEP CLIENTS BY CORE LANGUAGE						
Cantonese	Mandarin	Russian	Spanish	Tagalog	Vietnamese	Other
31,158	2,523	3,030	25,019	2,455	3,065	1,651
Other Languages			Number of LEP Clients			
Korean			343			
Arabic*			236			
Cambodian			100			
Samoan			97			
Other Chinese Language			72			
Farsi			52			
Japanese			50			
Thai			33			
Lao			26			
Portuguese			20			
American Sign Language			16			
French			15			
Turkish			10			
Romanian			9			
Italian			8			
Hmong			7			
Ilocano			7			
Not Found			7			
Armenian			6			
Bosnian			6			
Hebrew			6			
Polish			6			
Mien			2			
Other Sign Language			2			

**\*Must include interpretation for regional dialects: Western, Central, Northern, Peninsular, Bedouin, and Modern Standard Arabic.**

### **XIII – Scope of Work for Interpretation and Translation Services**

1. Interpretation and Translation Services (see attached)

**Appendix A – Services to be Provided**  
**AvantPage**  
**7/1/2015-6/30/2018**

**I. Purpose of Contract**

The purpose of this contract is to provide written translation services to San Francisco Human Services Agency (HSA) clients with Limited English Proficiency (LEP). This language service is vital in enabling HSA staff to effectively communicate with clients, determine eligibility for programs, and provide appropriate referrals for services.

**II. Definitions**

Contractor	AvantPage
HSA	Human Services Agency of the City and County of San Francisco
OCR	HSA's Office of Civil Rights
ATA	American Translators Association
NTA	National Translator Association

**III. Target Population**

Contractor will provide written translation services to HSA staff and its community partners working with HSA clients.

**IV. Description of Services**

Contractor shall provide the following services during the term of this contract:  
***Written Translation***

1. Provide professional and culturally competent translators certified by ATA, NTA, or by other appropriate evaluation tools or similar accrediting organizations.
2. Translate text documents, brochures and forms into the requested languages, including but not limited to: Spanish, Russian, Traditional Chinese, Filipino (Tagalog) and Vietnamese.
3. Translate source documents (in languages other than English) into English.
4. Engage in interactive processes with HSA staff to allow for review and corrections by proofreaders to determine the most appropriate translations of terms.
5. Translate documents according to instructions provided by HSA and other authorized requestors designated by HSA-OCR. Ensure that translators become familiar with HSA program terminology through reference to the HSA glossaries and past translation projects to be provided as samples.
6. Target the translations to the appropriate educational level of the intended audience as identified by the authorized requester.



7. Provide translation projects in a format acceptable to the requester, including but not limited to Microsoft Office (e.g., .doc, .ppt, .xls), PDF, email, hard copy and CD.
8. Enact and maintain a strict confidentiality policy adhering to the City and HSA standards described in the contract agreement.
9. Staff working with children, seniors and other social services clients must require background checks.

**V. Location and Time of Services**

***Written Translation***

Contractor will determine where services will be provided and when the services will be performed.

**VI. HSA Responsibilities**

1. HSA-OCR will report performance feedback to the Contractor.
2. Provide ongoing technical assistance related to, but not limited to, overall service implementation, and allowable activities and expenses.
3. Communicate in a timely fashion the service needs of the agency at various locations and develop appropriate service plans with vendor.
4. Act as the final authority regarding service provision questions and the handling of grievances.
5. Review and process invoices for payments.
6. HSA will monitor all vendors during the course of the contract. Monitoring will include, but may not be limited to, the following requirements:
  - Monitor service delivery
  - Verify the contracted scope has been implemented
  - Observe service provision
  - Review vendor service files
  - Monitor and review service performance in relationship to stated contractual terms and conditions

**VII. Contractor Responsibilities**

1. If services (as described in Section IV) provided are deemed less than satisfactory by HSA-OCR, Contractor will resolve the matter and/or assign a new interpreter before a subsequent interpretation request is executed.
2. Failure to address issues raised by HSA-OCR may lead to discontinuation of the contract.
3. To verify services rendered, Contractor shall provide HSA-OCR with certification forms that are clear and legible. Contractor acknowledges

payment may be delayed due to missing, incomplete, or illegible certification forms.

**VIII. Service Objectives**

Contractor will meet the following service objective:

1. 100% of written translation referrals received will be provided.

**IX. Outcome Objectives**

Contractor will meet the following outcome objective:

1. 100% of written translation referrals responded to within two hours.

**X. Monthly Reporting**

Contractor will provide a monthly report for the written translation services. The monthly reporting will include the client's name, requestor name, date of service, start time and end time, location, program name, number of hours and the service(s) provided.

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: HUMAN SERVICES Dept. Code: DSS

Type of Request:  Initial  Modification of an existing PSC (PSC # 2006-08/09)

Type of Approval:  Expedited  Continued ( Omit Posting)

Type of Service: Services that support all of the programs under the Human Services Agency

Funding Source: County, State and Federal

PSC Original Approved Amount: \$25,415,000

PSC Original Approved Duration: 07/01/2009 - continuous

PSC Mod#1 Amount: \$1,016,600

PSC Mod#1 Duration: 07/13/15 - continuous

PSC Mod#2 Amount: \_\_\_\_\_

PSC Mod#2 Duration: \_\_\_\_\_

PSC Cumulative Amount Proposed: \$26,431,600

PSC Cumulative Duration Proposed: 07/01/2009 - continuous

**1. Description of Work**

A. Scope of Work:

Services in support of the Agency include the following legal services such as process service, arbitration, Fair Hearing Officer services, and other specialized legal services not provided by the City Attorney, courier service, fiscal intermediary, credit checks, equipment maintenance and repairs, property management services, on-demand and supplemental translation and interpretation services, media and communications services including outreach to targeted populations served by the Agency, grant writing, program planning and evaluation, technical writing, environmental and industrial assessment services including ergonomics, mediation and dispute resolutions services, substance abuse compliance monitoring testing and paternity testing, criminal background checks, security services, population surveys, management information services, time study information system, business process mapping, one time document imaging conversion projects for archiving and transition to paperless system technology solutions for agency operations, off hours transportation services and specialized transportation

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

These services are required to process client and court mandated information, and are necessary for the day to day operation of the Agency. Without these services, operations would be interrupted and the Agency could not fulfill welfare and institutions code compliance.

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.

2000 05/06

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

**2. Union Notification:** On 07/24/15, the Department notified the following employee organizations of this PSC/RFP request: SEIU Local 1021; SEIU 1021 Miscellaneous; Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21;

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 2006-08/09

DHR Analysis/Recommendation:

01/04/2016

Commission Approval Required

Approved by Civil Service Commission

DHR Approved for 01/04/2016

-55- 01/04/2016

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

A. Specify required skills and/or expertise:

legal services including process service, mediation, arbitration, Fair Hearing Officer services, and other specialized legal services not provided by the City Attorney, courier service, fiscal intermediary, credit checks, equipment maintenance and repairs, property management services including pre-move inspections and survey of conditions, records management (i.e. recycling, shredding, destruction, removal, document imaging), translation, media and communications services including outreach to targeted populations served by the Agency, grant writing, program planning and evaluation, technical writing, environmental and industrial

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

,8106,1823,1824,,6139,

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

Yes, contractor will provided facilities and equipment to perform the services

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

A. Explain why civil service classes are not applicable:

These are very specialized services. There are no current civil services classification to provided theses services.

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

No, it would not be practical to create a new class because of the immediate, short-term and on demand need for these services.

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

**YES NO**

- A. Will the contractor directly supervise City and County employee?  YES  NO
- B. Will the contractor train City and County employee?  YES  NO  
 Fraud detection, contract development and management, child welfare train
- C. Are there legal mandates requiring the use of contractual services?  YES  NO  
 Court mandated substance abuse monitoring and paternity testing
- D. Are there federal or state grant requirements regarding the use of contractual services?  YES  NO
- E. Has a board or commission determined that contracting is the most effective way to provide this service?  YES  NO  
 Board of Supervisors, ordinance 185-95
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department?  YES  NO

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

ON 07/24/15 BY:

Name: David Curto Phone: 415-557-5581 Email: david.curto@sfgov.org

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

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: SHERIFF -- SHF

Dept. Code: SHF

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

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

Type of Service: Install, configure, and implement a Jail Management System

Funding Source: General Fund

PSC Duration: 5 years

PSC Amount: \$600,000

**1. Description of Work**

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

Install, configure, and implement a Jail Management System (JMS) software solution; along with software licenses, professional services, training, maintenance, and support. The JMS is required by SFSD to streamline and manage jail operations and inmate movements, automate booking and jail release functions, housing classification, and manage incarceration records.

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

The current JMS has exceeded its useful life and is not scalable to work in conjunction with the SFSD's existing Microsoft Dynamic Customer Relationship Management (CRM) licenses. Denial of this request will prevent SFSD from: 1) Effectively and efficiently complying with various California laws that mandate the sharing of SFSD data with the State and law enforcement agencies. 2) Updating an antiquated legacy application, to ensure critical functionality for departmental operations; and it will restrict SFSD's ability to collect, analyze, and share data for its operational decision-making.

**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 JMS is currently being provided by New World and has been the JMS for SFSD since 2005.

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

The annual software license and maintenance will be renewed if accepted and deployed in the production environment following testing.

**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 professional services contract is for the procurement of a software application to meet the jail management system (JMS) needs of the San Francisco Sheriff's Department (SFSD). The prototype application would be installed on a non-production environment for 12 months for evaluation. If the prototype is determined to meet the SFSD's scope of work, the Contractor will deploy the JMS and booking module in a production environment. Contractor will provide training onsite at SFSD facilities. The \$600,000 PSC amount includes software licenses, training and software engineering.

**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:

Following several meetings with the Committee on Information Technology (COIT), the SFSD determined the specific engineering skills with required experience in a county jail environment resulted in a service that is not available through the City. In addition, the JMS solution would be proprietary software application.

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

A. Specify required skills and/or expertise: Database and software engineering specific to a county jail environment.

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?**

Following several meetings with the Committee on Information Technology (COIT), the SFSD determined the specific engineering skills with required experience in a county jail environment resulted in a service that is not available through the City.

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

A. Explain why civil service classes are not applicable.

Following several meetings with the Committee on Information Technology (COIT), the SFSD determined the specific engineering skills with required experience in a county jail environment resulted in a service that is not available through the City. In addition, the JMS solution would be proprietary and the contractor do not authorize any third party to provide products or services related to their software.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. The proprietary nature of the application software will not allow for any third party to perform work related to the solution.

**6. Additional Information**

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

No.

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

Yes. The Contractor will provide user training workshops to approximately 8 - 10 SFSD staff. The training will be 8 hour sessions per day. There will be four 2-day training workshops, totaling 64 hours. The training will cover necessary topics associated with Information Technology administration training for staff to configure the JMS prototype to business requirement specification and update the prototype per stakeholders feedback.

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 04/03/2018, the Department notified the following employee organizations of this PSC/RFP request:  
all unions were notified

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

Name: Henry Gong Phone: 415-554-7241 Email: henry.gong@sfgov.org

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

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 44721 - 17/18

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/04/2018

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



## Gong, Henry (SHF)

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**From:** dhr-psccordinator@sfgov.org on behalf of henry.gong@sfgov.org  
**Sent:** Tuesday, April 03, 2018 9:46 AM  
**To:** Gong, Henry (SHF); sarah.wilson@seiu1021.org; kschumacher@ifpte21.org; kpage@ifpte21.org; 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@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; camaguey@sfmea.com (contact); ecdemvoter@aol.com; thomas.vitale@seiu1021.org; Gong, Henry (SHF); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 44721 - 17/18

RECEIPT for Union Notification for PSC 44721 - 17/18 more than \$100k

The SHERIFF -- SHF has submitted a request for a Personal Services Contract (PSC) 44721 - 17/18 for \$600,000 for Initial Request services for the period 07/01/2018 – 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/10882> 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: Design-Build Services for the Renovation of 440 Turk Street

Funding Source: 2016 Public Health & Safety Bond

PSC Amount: \$5,500,000

PSC Est. Start Date: 06/04/2018

PSC Est. End Date 06/19/2019

**1. Description of Work**

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

This request is for design-build services with the successful respondent to the city's Request for Qualifications

(RFQ) / Request for Proposals (RFP) for the design and construction of existing office space at 440 Turk Street. The Contractor will provide all design, construction and related services necessary for the successful delivery of the renovation of approximately 25,000sq.ft. of existing office space into administrative offices and a homeless outreach access point for the San Francisco Department of Homelessness and Supportive Housing (HSH).

The contractor will develop Design Documents that fully integrate all required project design elements necessary to inform the development of Construction Documents. The employee work areas include open work stations and private offices for approximately 100 HSH staff as well as meeting rooms, a break room, and exterior roof deck.

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

The HSH was launched in July 2017. The department currently has over 180 employees housed in various facilities throughout the City. This request is to provide a headquarters for Administrative purposes, as well as an access point for the homeless population. The access point is anticipated to serve 30 to 50 clients daily and be a critical part of San Francisco's effort to provide meals, facilities for personal hygiene, and unified access to city services including counseling, community services, and integrated care services. The facility will feature a community room / dining area, a reception area, women's and men's restrooms and showers, laundry, storage facilities, and social worker meeting rooms.

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

This is a new request. These services have not been provided in the past.

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

There is no expectation to renew this contract.

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

There is no expectation that the PSC's duration will exceed 5 years.

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

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

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

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

B. Explain the qualifying circumstances:

Employees from multiple agencies in the City were brought together to form the new Department of Homeless and Supportive Housing (HSH) that was launched July 2017. This PSC is to request the services of a Design-Builder to renovate an existing office building into Administrative offices that will serve as Headquarters for the HSH, and also an access point to provide programs and services to people facing homelessness in San Francisco. Ability to coordinate design and construction services, while absorbing the risk of design errors and omission or poor workmanship, in parallel for the successful delivery of a project, require skill sets and risk unique to a Design Builder.

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

A. Specify required skills and/or expertise: Expertise in coordinating design and construction services as one entity. Being able to provide parallel design and construction services while avoiding conflict and rework.

B. Which, if any, civil service class(es) normally perform(s) this work? 5268, Architect;

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

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

There are no available resources within the City for Design and Construction services as one whole service.

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

A. Explain why civil service classes are not applicable.

Architecture and engineering classes exist, but their expertise is not applicable to Design-Build projects. San Francisco Public Works Project Managers with expertise providing management and oversight for design and construction projects will work with the successful design-build team to provide the required services for the delivery of this project.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. It is not practical to adopt a new civil service class to perform this work, because it is beyond professional services. It will require licensing and registration as either a Class A or B General Contractor.

**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's employees are expected to be fully trained and capable of accomplishing the work at the time of award.

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

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

**7. Union Notification:** On 04/09/2018, the Department notified the following employee organizations of this PSC/RFP request:  
Architect & Engineers, Local 21

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

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

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

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 46810 - 17/18

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/04/2018

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

## Padilla, Freddy (DPW)

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**From:** DHR-PSCCoordinator, DHR (HRD)  
**Sent:** Friday, April 20, 2018 1:34 PM  
**To:** Padilla, Freddy (DPW)  
**Subject:** FW: Receipt of Notice for new PCS over \$100K PSC # 46810 - 17/18

-----Original Message-----

From: dhr-psccordinator@sfgov.org [mailto:dhr-psccordinator@sfgov.org] On Behalf Of alexander.burns@sfdpw.org  
Sent: Monday, April 09, 2018 11:37 AM  
To: Burns, Alexander (DPW); tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Padilla, Freddy (DPW); DHR-PSCCoordinator, DHR (HRD)  
Subject: Receipt of Notice for new PCS over \$100K PSC # 46810 - 17/18

RECEIPT for Union Notification for PSC 46810 - 17/18 more than \$100k

The GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW has submitted a request for a Personal Services Contract (PSC) 46810 - 17/18 for \$5,500,000 for Initial Request services for the period 06/04/2018 – 06/19/2019. 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/10905> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - CITY ADMIN -- ADM

Dept. Code: ADM

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

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

Type of Service: Transition of payroll and labor compliance system

Funding Source: Work order funds

PSC Duration: 1 year 26 weeks

PSC Amount: \$525,000

**1. Description of Work**

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

The current vendor that provides Certified Payroll and Labor Compliance is under contract until June 2018. It is a participant in a pending Request for Proposals (RFP) for which the Civil Service Commission (CSC) approved Personal Services Contract (PSC) 47787-17/18.

In the event the current vendor is not selected, the Office of Labor Standards Enforcement (OLSE) requests CSC approval to contract for transition and operational support and assistance from the incumbent vendor. This will ensure continuity of payroll submission and compliance while the new vendor's system is brought on line.

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

This service and proposed contract would mitigate the risk of the City being potentially left without a vendor during the transition for a change in the vendor that provides the software for Certified Payroll, Workforce Management, and Labor Compliance System. Under Section 6.22(e)(6) of the San Francisco Administrative code, all public works construction contractors are required to certify payroll records and submit them to the awarding body as well as provide access to OLSE. This bridge contract will support the submittal and review of such records as necessary to insure compliance with prevailing wage, workforce hiring, other labor laws, and enable the City to provide the data stream to a new vendor.

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

Services have been provided by contract, most recently approved by CSC 47787-17/18.

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.  
not applicable

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

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

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

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

B. Explain the qualifying circumstances:

Services will be necessary if a transition is made to a new vendor. The vendor possesses proprietary software to perform the payroll and reporting services.

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

A. Specify required skills and/or expertise: There is only one vendor that currently operates the existing system and could keep it operational for up to 18 months. We have secured Sole Source approval from the Office of Contract Administration (OCA). The contractor must be proficient in designing web based payroll applications and customer relationship management systems with specific knowledge of the California Labor Code, San Francisco Administrative Code sections, San Francisco Police Code sections, and San Francisco's workforce requirements to integrate these laws into a single system.

B. Which, if any, civil service class(es) normally perform(s) this work? 1063, IS Programmer Analyst-Senior; 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: Yes. The contractor will provide and maintain all equipment and facilities necessary to fulfill the contract.

**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 other City departments.

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

A. Explain why civil service classes are not applicable.

The City's current web based application is a unique system that is used by more than 10 departments and hosted by the vendor. This proposed contract will be for the next generation of this 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 to adopt a new civil class because it would combine many existing classification 1062, 1823, 1824, among others and the system will require significant proprietary information development.

**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.  
Yes. This is a potential bridge contract with the current vendor, Elation Systems. While we are asking for contracting approval for a maximum of 18 months, we may not use this contract at all, or it could be for less than 18 months, on a month-to-month basis.

**7. Union Notification:** On 03/26/2018, 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: Joan Lubamersky Phone: 4155544859 Email: joan.lubamersky@sfgov.org

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

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 45217 - 17/18

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/04/2018

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

## Lubamersky, Joan (ADM)

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**From:** dhr-psccordinator@sfgov.org on behalf of joan.lubamersky@sfgov.org  
**Sent:** Monday, March 26, 2018 4:32 PM  
**To:** Lubamersky, Joan (ADM); 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 # 45217 - 17/18

RECEIPT for Union Notification for PSC 45217 - 17/18 more than \$100k

The GENERAL SERVICES AGENCY - CITY ADMIN -- ADM has submitted a request for a Personal Services Contract (PSC) 45217 - 17/18 for \$525,000 for Initial Request services for the period 07/01/2018 – 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/10832> 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)**

**United States Department of Labor**  
**Office of Federal Contract Compliance Programs**  
**Office of Federal Contract Compliance Programs (OFCCP)**  
**Executive Order 11246, As Amended**

**— DISCLAIMER —**

**Executive Order 11246 — Equal Employment Opportunity**

SOURCE: The provisions of Executive Order 11246 of Sept. 24, 1965, appear at 30 FR 12319, 12935, 3 CFR, 1964–1965 Comp., p.339, unless otherwise noted.

Under and by virtue of the authority vested in me as President of the United States by the Constitution and statutes of the United States, it is ordered as follows:

**Part I — Nondiscrimination in Government Employment**

[Part I superseded by EO 11478 of Aug. 8, 1969, 34 FR 12985, 3 CFR, 1966–1970 Comp., p. 803]

**Part II - Nondiscrimination in Employment by Government Contractors and Subcontractors**

**Subpart A — Duties of the Secretary of Labor**

**SEC. 201**

The Secretary of Labor shall be responsible for the administration and enforcement of Parts II and III of this Order. The Secretary shall adopt such rules and regulations and issue such orders as are deemed necessary and appropriate to achieve the purposes of Parts II and III of this Order.

[Sec. 201 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

**Subpart B — Contractors' Agreements**

**SEC. 202**

Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color,

religion, sex, sexual orientation, gender identity, or national origin.

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States. [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971]

## SEC. 203

- a. Each contractor having a contract containing the provisions prescribed in Section 202 shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.
- b. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.

- c. Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: Provided, that to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.
- d. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this Order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.

[Sec. 203 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966–1970 Comp., p. 684; EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13672 of July 21, 2104, 79 FR 42971]

## SEC. 204

- a. The Secretary of Labor may, when the Secretary deems that special circumstances in the national interest so require, exempt a contracting agency from the requirement of including any or all of the provisions of Section 202 of this **Order** in any specific contract, subcontract, or purchase **order**.
- b. The Secretary of Labor may, by rule or regulation, exempt certain classes of contracts, subcontracts, or purchase orders (1) whenever work is to be or has been performed outside the United States and no recruitment of workers within the limits of the United States is involved; (2) for standard commercial supplies or raw materials; (3) involving less than specified amounts of money or specified numbers of workers; or (4) to the extent that they involve subcontracts below a specified tier.
- c. Section 202 of this **Order** shall not apply to a Government contractor or subcontractor that is a religious corporation, association, educational institution, or society, with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities. Such contractors and subcontractors are not exempted or excused from complying with the other requirements contained in this **Order**.
- d. The Secretary of Labor may also provide, by rule, regulation, or order, for the exemption of facilities of a contractor that are in all respects separate and distinct from activities of the contractor related to the performance of the contract: provided, that such an exemption will not interfere with or impede the effectuation of the purposes of this **Order**: and provided further, that in the absence of such an exemption all facilities shall be covered by the provisions of this **Order**.

[Sec. 204 amended by EO 13279 of Dec. 16, 2002, 67 FR 77141, 3 CFR, 2002 Comp., p. 77141 – 77144]

## Subpart C – Powers and Duties of the Secretary of Labor and the Contracting Agencies

### SEC. 205

The Secretary of Labor shall be responsible for securing compliance by all Government contractors and subcontractors with this Order and any implementing rules or regulations. All contracting agencies shall comply with the terms of this Order and any implementing rules, regulations, or orders of the Secretary of Labor. Contracting agencies shall cooperate with the Secretary of Labor and shall furnish such information and assistance as the Secretary may require.

[Sec. 205 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

## **SEC. 206**

- a. The Secretary of Labor may investigate the employment practices of any Government contractor or subcontractor to determine whether or not the contractual provisions specified in Section 202 of this Order have been violated. Such investigation shall be conducted in accordance with the procedures established by the Secretary of Labor.
- b. The Secretary of Labor may receive and investigate complaints by employees or prospective employees of a Government contractor or subcontractor which allege discrimination contrary to the contractual provisions specified in Section 202 of this Order.

[Sec. 206 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

## **SEC. 207**

The Secretary of Labor shall use his/her best efforts, directly and through interested Federal, State, and local agencies, contractors, and all other available instrumentalities to cause any labor union engaged in work under Government contracts or any agency referring workers or providing or supervising apprenticeship or training for or in the course of such work to cooperate in the implementation of the purposes of this Order. The Secretary of Labor shall, in appropriate cases, notify the Equal Employment Opportunity Commission, the Department of Justice, or other appropriate Federal agencies whenever it has reason to believe that the practices of any such labor organization or agency violate Title VI or Title VII of the Civil Rights Act of 1964 or other provision of Federal law.

[Sec. 207 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

## **SEC. 208**

- a. The Secretary of Labor, or any agency, officer, or employee in the executive branch of the Government designated by rule, regulation, or order of the Secretary, may hold such hearings, public or private, as the Secretary may deem advisable for compliance, enforcement, or educational purposes.
- b. The Secretary of Labor may hold, or cause to be held, hearings in accordance with Subsection of this Section prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. No order for debarment of any contractor from further Government contracts under Section 209(6) shall be made without affording the contractor an opportunity for a hearing.

## **Subpart D – Sanctions and Penalties**

### **SEC. 209**

In accordance with such rules, regulations, or orders as the Secretary of Labor may issue or adopt, the Secretary may:

1. Publish, or cause to be published, the names of contractors or unions which it has concluded have complied or have failed to comply with the provisions of this Order or of the rules, regulations, and orders of the Secretary of Labor.
2. Recommend to the Department of Justice that, in cases in which there is substantial or material violation or the threat of substantial or material violation of the contractual provisions set forth in Section 202 of this Order, appropriate proceedings be brought to enforce those provisions, including the enjoining, within the limitations of applicable law, of organizations, individuals, or groups who prevent directly or indirectly, or seek to prevent directly or indirectly, compliance with the provisions of this Order.



3. Recommend to the Equal Employment Opportunity Commission or the Department of Justice that appropriate proceedings be instituted under Title VII of the Civil Rights Act of 1964.
4. Recommend to the Department of Justice that criminal proceedings be brought for the furnishing of false information to any contracting agency or to the Secretary of Labor as the case may be.
5. After consulting with the contracting agency, direct the contracting agency to cancel, terminate, suspend, or cause to be cancelled, terminated, or suspended, any contract, or any portion or portions thereof, for failure of the contractor or subcontractor to comply with equal employment opportunity provisions of the contract. Contracts may be cancelled, terminated, or suspended absolutely or continuance of contracts may be conditioned upon a program for future compliance approved by the Secretary of Labor.
6. Provide that any contracting agency shall refrain from entering into further contracts, or extensions or other modifications of existing contracts, with any noncomplying contractor, until such contractor has satisfied the Secretary of Labor that such contractor has established and will carry out personnel and employment policies in compliance with the provisions of this Order.

(b) Pursuant to rules and regulations prescribed by the Secretary of Labor, the Secretary shall make reasonable efforts, within a reasonable time limitation, to secure compliance with the contract provisions of this Order by methods of conference, conciliation, mediation, and persuasion before proceedings shall be instituted under subsection (a)(2) of this Section, or before a contract shall be cancelled or terminated in whole or in part under subsection (a)(5) of this Section.

[Sec. 209 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

## **SEC. 210**

Whenever the Secretary of Labor makes a determination under Section 209, the Secretary shall promptly notify the appropriate agency. The agency shall take the action directed by the Secretary and shall report the results of the action it has taken to the Secretary of Labor within such time as the Secretary shall specify. If the contracting agency fails to take the action directed within thirty days, the Secretary may take the action directly.

[Sec. 210 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

## **SEC. 211**

If the Secretary shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless the bidder or prospective contractor has satisfactorily complied with the provisions of this Order or submits a program for compliance acceptable to the Secretary of Labor.

[Sec. 211 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

## **SEC. 212**

When a contract has been cancelled or terminated under Section 209(a)(5) or a contractor has been debarred from further Government contracts under Section 209(a)(6) of this Order, because of noncompliance with the contract provisions specified in Section 202 of this Order, the Secretary of Labor shall promptly notify the Comptroller General of the United States.

[Sec. 212 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

## **Subpart E – Certificates of Merit**

### **SEC. 213**

The Secretary of Labor may provide for issuance of a United States Government Certificate of Merit to employers or labor unions, or other agencies which are or may hereafter be engaged in work under Government contracts, if the Secretary is satisfied that the personnel and employment practices of the employer, or that the personnel, training, apprenticeship, membership, grievance and representation, upgrading, and other practices and policies of the labor union or other agency conform to the purposes and provisions of this Order.

**SEC. 214**

Any Certificate of Merit may at any time be suspended or revoked by the Secretary of Labor if the holder thereof, in the judgment of the Secretary, has failed to comply with the provisions of this Order.

**SEC. 215**

The Secretary of Labor may provide for the exemption of any employer, labor union, or other agency from any reporting requirements imposed under or pursuant to this Order if such employer, labor union, or other agency has been awarded a Certificate of Merit which has not been suspended or revoked.

**Part III – Nondiscrimination Provisions in Federally Assisted Construction Contracts****SEC. 301**

Each executive department and agency, which administers a program involving Federal financial assistance shall require as a condition for the approval of any grant, contract, loan, insurance, or guarantee thereunder, which may involve a construction contract, that the applicant for Federal assistance undertake and agree to incorporate, or cause to be incorporated, into all construction contracts paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to such grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the provisions prescribed for Government contracts by Section 202 of this Order or such modification thereof, preserving in substance the contractor's obligations thereunder, as may be approved by the Secretary of Labor, together with such additional provisions as the Secretary deems appropriate to establish and protect the interest of the United States in the enforcement of those obligations. Each such applicant shall also undertake and agree (1) to assist and cooperate actively with the Secretary of Labor in obtaining the compliance of contractors and subcontractors with those contract provisions and with the rules, regulations and relevant orders of the Secretary, (2) to obtain and to furnish to the Secretary of Labor such information as the Secretary may require for the supervision of such compliance, (3) to carry out sanctions and penalties for violation of such obligations imposed upon contractors and subcontractors by the Secretary of Labor pursuant to Part II, Subpart D, of this Order, and (4) to refrain from entering into any contract subject to this Order, or extension or other modification of such a contract with a contractor debarred from Government contracts under Part II, Subpart D, of this Order.

[Sec. 301 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

**SEC. 302**

- a. "Construction contract" as used in this Order means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.
- b. The provisions of Part II of this Order shall apply to such construction contracts, and for purposes of such application the administering department or agency shall be considered the contracting agency referred to therein.
- c. The term "applicant" as used in this Order means an applicant for Federal assistance or, as determined by agency regulation, other program participant, with respect to whom an application for any grant, contract, loan, insurance, or guarantee is not finally acted upon prior to the effective date of this Part, and it includes such an applicant after he/she becomes a recipient of such Federal assistance.

**SEC. 303**

- a. The Secretary of Labor shall be responsible for obtaining the compliance of such applicants with their undertakings under this Order. Each administering department and agency is directed to cooperate with the Secretary of Labor and to furnish the Secretary such information and assistance as the Secretary may require in the performance of the Secretary's functions under this Order.
- b. In the event an applicant fails and refuses to comply with the applicant's undertakings pursuant to this Order, the Secretary of Labor may, after consulting with the administering department or agency, take any or all of the following actions: (1) direct any administering department or agency to cancel, terminate, or suspend in whole

or in part the agreement, contract or other arrangement with such applicant with respect to which the failure or refusal occurred; (2) direct any administering department or agency to refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received by the Secretary of Labor from such applicant; and (3) refer the case to the Department of Justice or the Equal Employment Opportunity Commission for appropriate law enforcement or other proceedings.

- c. In no case shall action be taken with respect to an applicant pursuant to clause (1) or (2) of subsection (b) without notice and opportunity for hearing.

[Sec. 303 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

## **SEC. 304**

Any executive department or agency which imposes by rule, regulation, or order requirements of nondiscrimination in employment, other than requirements imposed pursuant to this Order, may delegate to the Secretary of Labor by agreement such responsibilities with respect to compliance standards, reports, and procedures as would tend to bring the administration of such requirements into conformity with the administration of requirements imposed under this Order: Provided, That actions to effect compliance by recipients of Federal financial assistance with requirements imposed pursuant to Title VI of the Civil Rights Act of 1964 shall be taken in conformity with the procedures and limitations prescribed in Section 602 thereof and the regulations of the administering department or agency issued thereunder.

## **Part IV – Miscellaneous**

### **SEC. 401**

The Secretary of Labor may delegate to any officer, agency, or employee in the Executive branch of the Government, any function or duty of the Secretary under Parts II and III of this Order.

[Sec. 401 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

### **SEC. 402**

The Secretary of Labor shall provide administrative support for the execution of the program known as the "Plans for Progress."

### **SEC. 403**

- a. Executive Orders Nos. 10590 (January 19, 1955), 10722 (August 5, 1957), 10925 (March 6, 1961), 11114 (June 22, 1963), and 11162 (July 28, 1964), are hereby superseded and the President's Committee on Equal Employment Opportunity established by Executive Order No. 10925 is hereby abolished. All records and property in the custody of the Committee shall be transferred to the Office of Personnel Management and the Secretary of Labor, as appropriate.
- b. Nothing in this Order shall be deemed to relieve any person of any obligation assumed or imposed under or pursuant to any Executive Order superseded by this Order. All rules, regulations, orders, instructions, designations, and other directives issued by the President's Committee on Equal Employment Opportunity and those issued by the heads of various departments or agencies under or pursuant to any of the Executive orders superseded by this Order, shall, to the extent that they are not inconsistent with this Order, remain in full force and effect unless and until revoked or superseded by appropriate authority. References in such directives to provisions of the superseded orders shall be deemed to be references to the comparable provisions of this Order.

[Sec. 403 amended by EO 12107 of Dec. 28, 1978, 44 FR 1055, 3 CFR, 1978 Comp., p. 264]

### **SEC. 404**

The General Services Administration shall take appropriate action to revise the standard Government contract forms to accord with the provisions of this Order and of the rules and regulations of the Secretary of Labor.

**SEC. 405**

This Order shall become effective thirty days after the date of this Order.

Cornell Law School



CFR › Title 41 › Subtitle B › Chapter 60 › Part 60 › Subpart A › Section 60-1.4

## 41 CFR 60-1.4 - Equal opportunity clause.

### § 60-1.4 Equal opportunity clause.

(a) **Government contracts.** Except as otherwise provided, each contracting agency shall include the following equal opportunity clause contained in section 202 of the order in each of its Government contracts (and modifications thereof if not included in the original contract):

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

### (b) **Federally assisted construction contracts.**

(1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and sub contractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and sub contractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(2) [Reserved]

(c) **Subcontracts.** Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

(d) **Inclusion of the equal opportunity clause by reference.** The equal opportunity clause may be included by reference in all Government contracts and sub contracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and sub contracts as the Director of OFCCP may designate.

(e) **Incorporation by operation of the order.** By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.

(f) **Adaptation of language.** Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.

[ 80 FR 54975, Sept. 11, 2015]

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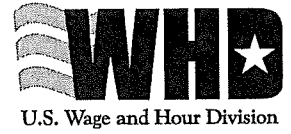
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# The Davis-Bacon Act, as Amended

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U.S. Department of Labor  
Wage and Hour Division

WH Publication 1246  
(Revised April 2009)



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An Act

To revise, codify, and enact without substantive change certain general and permanent laws, related to public buildings, property, and works, as title 40, United States Code, “Public Buildings, Property, and Works”.

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,*

**SECTION 1. TITLE 40, UNITED STATES CODE.**

Certain general and permanent laws of the United States, related to public buildings, property, and works, are revised, codified, and enacted as title 40, United States Code, “Public Buildings, Property, and Works”, as follows:

**TITLE 40—PUBLIC BUILDINGS, PROPERTY, AND WORKS**

\* \* \* \*

**SUBTITLE II—PUBLIC BUILDINGS AND WORKS**

\* \* \* \*

**PART A—GENERAL**

\* \* \* \*

**CHAPTER 31 – GENERAL**

\* \* \* \*

**SUBCHAPTER IV - WAGE RATE REQUIREMENTS**

**Sec. 3141. Definition**

In this subchapter, the following definitions apply:

(1) Federal government.— The term “Federal Government” has the same meaning that the term “United States” had in the Act of March 3, 1931 (ch. 411, 46 Stat. 1494) (known as the Davis-Bacon Act).<sup>2</sup>

(2) Wages, scale of wages, wage rates, minimum wages, and prevailing wages.— The terms “wages”, “scale of wages”, “wage rates”, “minimum wages”, and “prevailing wages” include—

(A) the basic hourly rate of pay; and

<sup>1</sup>Pub. L. 109-284 Sec. 6(11), (12), and (13) made three minor technical corrections in Secs 3141(1), and 3142(d) and (e). (Sept. 27, 2006, 120 Stat.1213.)

<sup>2</sup>The Davis-Bacon Act, referred to in par. (1), is act of Mar. 3, 1931, ch. 411, 46 Stat. 1494, as amended, which was classified generally to sections 276a to 276a-5 of former Title 40, Public Buildings, Property, and Works, and was repealed and reenacted as sections 3141-3144, 3146, and 3147 of this title by Pub. L. 107-217, Secs. 1, 6(b), Aug. 21, 2002, 116 Stat. 1062, 1304.

(B) for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying the costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any of those benefits, the amount of—

(i) the rate of contribution irrevocably made by a contractor or subcontractor to a trustee or to a third person under a fund, plan, or program; and

(ii) the rate of costs to the contractor or subcontractor that may be reasonably anticipated in providing benefits to laborers and mechanics pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the laborers and mechanics affected.

### **Sec. 3142. Rate of wages for laborers and mechanics**

(a) Application.— The advertised specifications for every contract in excess of \$2,000, to which the Federal Government or the District of Columbia is a party, for construction, alteration, or repair, including painting and decorating, of public buildings and public works of the Government or the District of Columbia that are located in a State or the District of Columbia and which requires or involves the employment of mechanics or laborers shall contain a provision stating the minimum wages to be paid various classes of laborers and mechanics.

(b) Based on Prevailing Wage.— The minimum wages shall be based on the wages the Secretary of Labor determines to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State in which the work is to be performed, or in the District of Columbia if the work is to be performed there.

(c) Stipulations Required in Contract.— Every contract based upon the specifications referred to in subsection (a) must contain stipulations that—

(1) the contractor or subcontractor shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and the laborers and mechanics;

(2) the contractor will post the scale of wages to be paid in a prominent and easily accessible place at the site of the work; and

(3) there may be withheld from the contractor so much of accrued payments as the contracting officer considers necessary to pay to laborers and mechanics employed by the contractor or any subcontractor on the work the difference between the rates of wages required by the contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the contractor or subcontractors or their agents.

(d) Discharge of Obligation. — The obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of the Secretary of Labor, under this subchapter and other laws incorporating this subchapter by reference, may be discharged by making payments in cash, by making contributions described in section 3141(2)(B)(i) of this title, by assuming an enforceable commitment to bear the costs of a plan or program referred to in section 3141(2)(B)(ii) of this title, or by any combination of payment, contribution, and assumption, where the aggregate of the payments, contributions, and costs is not less than the basic hourly rate of pay plus the amount referred to in section 3141(2)(B) of this title.

(e) Overtime Pay. — In determining the overtime pay to which a laborer or mechanic is entitled under any federal law, the regular or basic hourly rate of pay (or other alternative rate on which premium rate of overtime compensation is computed) of the laborer or mechanic is deemed to be the rate computed under section 3141(2)(A) of this title, except that where the amount of payments, contributions, or costs incurred with respect to the laborer or mechanic exceeds the applicable prevailing wage, the regular or basic hourly rate of pay (or other alternative rate) is the amount of payments, contributions, or costs actually incurred with respect to the laborer or mechanic minus the greater of the amount of contributions or costs of the types described in section 3141(2)(B) of this title actually incurred with respect to the laborer or mechanic or the amount determined under section 3141(2)(B) of this title but not actually paid.

**3141(2)(B) of this title but not actually paid. Sec.3143.**

Every contract within the scope of this subchapter shall contain a provision that if the contracting officer finds that any laborer or mechanic employed by the contractor or any subcontractor directly on the site of the work covered by the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid, the Federal Government by written notice to the contractor may terminate the contractor's right to proceed with the work or the part of the work as to which there has been a failure to pay the required wages. The Government may have the work completed, by contract or otherwise, and the contractor and the contractor's sureties shall be liable to the Government for any excess costs the Government incurs.

**Sec. 3144. Authority of Comptroller General to pay wages and list contractors violating contracts**

(a) Payment of Wages. —

(1) In general. — The Comptroller General shall pay directly to laborers and mechanics from any accrued payments withheld under the terms of a contract any wages found to be due laborers and mechanics under this subchapter.

(2) Right of action. — If the accrued payments withheld under the terms of the contract are insufficient to reimburse all the laborers and mechanics who have not been paid the wages required under this subchapter, the laborers and mechanics have the same right to bring a civil action and intervene against the contractor and the contractor's sureties as is conferred by law on persons furnishing labor or materials. In those proceedings it is not a

defense that the laborers and mechanics accepted or agreed to accept less than the required rate of wages or voluntarily made refunds.

(b) List of Contractors Violating Contracts.—

(1) In general.— The Comptroller General shall distribute to all departments of the Federal Government a list of the names of persons whom the Comptroller General has found to have disregarded their obligations to employees and subcontractors.

(2) Restriction on awarding contracts.— No contract shall be awarded to persons appearing on the list or to any firm, corporation, partnership, or association in which the persons have an interest until three years have elapsed from the date of publication of the list.

\* \* \* \*

**Sec. 3146. Effect on other federal laws**

This subchapter does not supersede or impair any authority otherwise granted by federal law to provide for the establishment of specific wage rates.

**Sec. 3147. Suspension of this subchapter during a national emergency**

The President may suspend the provisions of this subchapter during a national emergency.

**Sec. 3148. Application of this subchapter to certain contracts**

This subchapter applies to a contract authorized by law that is made without regard to section 3709 of the Revised Statutes (41 U.S.C. 5), or on a cost-plus-a-fixed-fee basis or otherwise without advertising for proposals, if this subchapter otherwise would apply to the contract.

**SEC. 6.22. PUBLIC WORK CONSTRUCTION CONTRACT TERMS AND WORKING CONDITIONS.**

All construction Contracts awarded under this Chapter 6 by the City shall contain the following minimum terms and conditions:

(a) **Bonds.** Before the execution of any Contract for Public Work or Improvement in excess of \$25,000, the Department Head shall require the successful Bidder to file corporate surety bonds for the faithful performance thereof and to guarantee the payment of wages for services engaged and of bills contracted for material, supplies and equipment used in the performance of the Contract. Each bond shall be for a sum not less than 100% of the awarded Contract amount.

The City, acting through the City Administrator, intends to provide guarantees to private bonding assistance companies and financial institutions in order to induce those entities to provide required bonding and financing to eligible Contractors bidding on and performing City Public Work Contracts. This bonding and financial assistance program is subject to the provisions of Administrative Code Chapter 14B.

(b) **Insurance.** All construction Contracts awarded under this Chapter 6 must conform to the insurance requirements established by the Risk Manager. The Risk Manager shall develop uniform insurance requirements for City Contracts subject to this Chapter 6 and shall publish such requirements in the Risk Manager's Manual. The Risk Manager shall review and update such insurance requirements on an annual basis.

Every Contractor and subcontractor shall comply with the provisions of California Labor Code Section 3700. Prior to commencing the performance of work under any Public Work Contract, the Contractor and all of its subcontractors shall file with the awarding department a certificate of insurance against liability for workers compensation or proof of self-insurance in accordance with the provisions of the California Labor Code.

(c) **Indemnification.** All construction Contracts awarded under this Chapter 6 shall require that the Contractor fully indemnify the City to the maximum extent provided by law, such that each Contractor must save, keep, bear harmless and fully indemnify the City and any of its officers or agents from any and all liability, damages, claims, judgments or demands for damages, costs or expenses in law or equity that may at any time arise.

This indemnification requirement may not be waived or abrogated in any way for any Contract without the recommendation of the Risk Manager and the express permission and approval of the Board of Supervisors.

(d) **Assignment.** No Contract shall be assigned except upon the recommendation of the Department Head concerned and with the approval of the Mayor or the Mayor's designee, relative to the department under the Mayor's jurisdiction, or the approval of the board or commission concerned for departments not under the Mayor.

(e) **Prevailing Wages.**

(1) **Generally.** All Contractors and subcontractors performing a Public Work or Improvement for the City shall pay its workers on such projects the Prevailing Rate of Wages as provided below. For the purpose of Prevailing Wage requirements only, the definition of a public work shall include Public Works or Improvements as defined in the Section 6.1, and shall also include (A) any trade work performed at any stage of construction (including preconstruction work) and (B) any public work paid for by the City with "the equivalent of money" under the meaning of California Labor Code Section 1720(b).

(2) **Additional Projects Considered as "Public Works or Improvements" for Purposes of Prevailing Wages.**

(A) **Property Leased or Sold by the City.** For construction work performed on real property leased by the City or sold by the City for Housing Development, as that term is defined in Administrative Code subsection 23.61(a), Contractors and subcontractors must pay prevailing wages in accordance with Article VII of Chapter 23 of the Administrative Code and this subsection 6.22(e) as applicable.

(B) **Public Works Under California Labor Code.** For the limited purposes of this subsection 6.22(e) and Section 6.24, a "public work or improvement" also means and includes all projects for "public works" as defined in California Labor Code Section 1720, and projects for which Prevailing Wages are required to be paid pursuant to California Labor Code Section 1782. This subsection 6.22(e)(2)(B) is intended to have prospective effect only, and shall not be interpreted to impair the obligations of any pre-existing grant agreement, lease, development agreement or other contract entered into by the City. Notwithstanding the prior sentence, this subsection shall apply to newly included work in pre-existing grant agreements, leases, development agreements, or other contracts amended on or after the operative date. The subsection shall apply to grant agreements, leases, development agreements and other contracts entered into by the City on or after the operative date. ~~90~~

contracts which allow for such construction on property owned by the City that the City enters after the operative date of the subsection must contain a provision that such construction shall comply with this subsection.

(3) **Determination of the Prevailing Wage.** It shall be the duty of the Board of Supervisors, from time to time and at least once during each calendar year, to fix and determine the Prevailing Rate of Wages as follows:

On or before the first Monday in November of each year, the Civil Service Commission shall furnish to the Board of Supervisors data as to the highest general Prevailing Rate of Wages of the various crafts and kinds of labor as paid in private employment in the City and County of San Francisco, plus "per diem wages" and wages for overtime and holiday work. The Civil Service Commission shall provide the Board of Supervisors data for "per diem wages" pursuant to California Labor Code Sections 1773.1 and 1773.9, as amended from time to time. The Board of Supervisors shall, upon receipt of such data, fix and determine the Prevailing Rate of Wages. The Prevailing Rate of Wages as so fixed and determined by the Board of Supervisors shall remain in force and shall be deemed to be the highest general Prevailing Rate of Wages paid in private employment for similar work, until the same is changed by the Board of Supervisors. In determining the highest general Prevailing Rate of Wages per diem wages and wages for overtime and holiday work, as provided for in this section, the Board of Supervisors shall not be limited to the consideration of data furnished by the Civil Service Commission, but may consider such other evidence upon the subject as the Board shall deem proper and thereupon base its determination upon any or all of the data or evidence considered.

In the event that the Board of Supervisors does not fix or determine the highest general Prevailing Rate of Wages in any calendar year, the rates established by the California Department of Industrial Relations for such year shall be deemed adopted.

(4) **Specifications to Include Wage Rate.** The Department Head shall include in the contract specifications, or make available in the offices of the department or at the job site, a detailed statement of the Prevailing Rate of Wages as fixed and determined by the Board of Supervisors at the time the department issued the Advertisement For Bids on the contract. The Contractor shall agree to pay to all persons performing labor in and about the Public Work or Improvement the highest general Prevailing Rate of Wages as determined pursuant to this Chapter, including wages for holiday and overtime work. If the specifications do not include the Prevailing Rate of Wages, the specifications shall include a statement that copies of the Prevailing Rate of Wages as fixed and determined by the Board of Supervisors are on file at the department's principal office or at the job site and shall be made available to any interested party on request.

(5) **Subcontractors Bound by Wage Provisions.** Every contract for any Public Work or Improvement shall also contain a provision that the Contractor shall insert in every subcontract or other arrangement which he or she may make for the performance of any work or labor on a Public Work or Improvement. This provision shall be that the subcontractor shall pay to all persons performing labor or rendering service under said subcontract or other arrangement the highest general Prevailing Rate of Wages as fixed and determined by the Board of Supervisors for such labor or services.

(6) **Records to be Kept by Contractors and Subcontractors.** Every Public Works contract or subcontract for any Public Work or Improvement shall contain a provision that the Contractor shall keep, or cause to be kept, for a period of four years from the date of substantial completion of a public work, payrolls and basic records including time cards, trust fund forms, apprenticeship agreements, accounting ledgers, tax forms and superintendent and foreman daily logs for all trades workers performing work at or for a City Public Work or Improvement. Such records shall include the name, address and social security number of each worker who worked on the project, including apprentices, his or her classification, a general description of the work each worker performed each day, the rate of pay (including rates of contributions for, or costs assumed to provide fringe benefits), daily and weekly number of hours worked, deductions made and actual wages paid. Every subcontractor who shall undertake the performance of any part of a Public Work or Improvement shall keep a like record of each person engaged in the execution of the subcontract.

The Contractor shall maintain weekly certified payroll records for submission to the awarding department as required. The Contractor shall be responsible for the submission of payroll records of its subcontractors. All certified payroll records shall be accompanied by a statement of compliance signed by the Contractor indicating that the payroll records are correct and complete, that the wage rates contained therein are not less than those determined by the Board of Supervisors and that the classifications set forth for each employee conform with the work performed.

All such records as described in this section shall at all times be open to inspection and examination of the duly authorized officers and agents of the City, including representatives of the Office of Labor Standards Enforcement.

Should the Department Head responsible for the public work or the Labor Standards Enforcement Officer determine that a Contractor or subcontractor is not in compliance with the requirements of this subsection, the Department Head or the Labor Standards Enforcement Officer shall issue written notification to the Contractor or subcontractor mandating compliance within not fewer than 10 calendar days from the date of the notification. Should the Contractor or subcontractor fail to comply as required in the notification, the Department Head who executed the Contract or the Labor Standards Enforcement Officer may impose penalties

consistent with analogous provisions of the California Labor Code, including Section 1776, as amended from time to time, for each calendar day of noncompliance, or portion thereof, for each worker. Upon the request of the responsible Department Head or the Labor Standards Enforcement Officer, the Controller shall withhold these penalties from progress payments then due or to become due.

(7) **Additional Required Contract Provisions.** Every public works Contract shall contain provisions stating that (A) the Contractor will cooperate fully with the Labor Standards Enforcement Officer and other City employees and agents authorized to assist in the administration and enforcement of the Prevailing Wage requirements and other labor standards imposed on Public Works Contractor by the Charter and Chapter 6 of the San Francisco Administrative Code; (B) the Contractor agrees that the Labor Standards Enforcement Officer and his or her designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the Contractor, employee time sheets, inspection logs, payroll records and employee paychecks; (C) the contractor shall maintain a sign-in and sign-out sheet showing which employees are present on the job site; (D) the Contractor shall prominently post at each job-site a sign informing employees that the project is subject to the City's Prevailing Wage requirements and that these requirements are enforced by the Labor Standards Enforcement Officer; and (E) that the Labor Standards Enforcement Officer may audit such records of the Contractor as he or she reasonably deems necessary to determine compliance with the Prevailing Wage and other labor standards imposed by the Charter and this Chapter on Public Works Contractors. Failure to comply with these requirements may result in penalties and forfeitures consistent with analogous provisions of the California Labor Code, including Section 1776(g), as amended from time to time.

(8) **Non-compliance with Wage Provisions - Penalties.**

(A) **Penalty and Forfeiture.** Any Contractor or subcontractor who shall fail or neglect to pay to the several persons who shall perform labor under any contract, subcontract or other arrangement on any public work or Improvement as defined in this Chapter the highest general Prevailing Rate of Wages as fixed by the Board of Supervisors under authority of this Chapter, shall forfeit; and, in the case of any subcontractor so failing or neglecting to pay said wage, the original Contractor and the subcontractor shall jointly and severally forfeit to the City back wages due plus penalties in amounts consistent with analogous provisions of the California Labor Code as amended from time to time, including Sections 1775 and 181, but not less than \$50 per day for each laborer, workman or mechanic employed for each calendar day or portion thereof, while they shall be so employed and not paid said highest general Prevailing Rate of Wages, and in addition shall be subject to the penalties set forth in Article V of this Chapter 6, including debarment.

(B) **Enforcement.**

(i) For a public work or improvement undertaken through a contract with the City and under which the City has the ability to withhold funds, it shall be the duty of the officer, board or commission under whose jurisdiction said Public Work or Improvement is being carried on, made or constructed, when certifying to the Controller any payment which may become due under said contract, to deduct from said payment or payments the total amount of said forfeiture provided for in this subsection. In doing so, the Department Head must also notify in writing the Labor Standards Enforcement Officer of his/her action. The Labor Standards Enforcement Officer may also upon written notice to the Department Head who is responsible for the project, certify to the Controller any forfeiture(s) to deduct from any payment as provided for in this subsection 6.22(e)(8). Certification of forfeitures under this subsection shall be made only upon an investigation and audit by the responsible Department Head or the Labor Standards Enforcement Officer and upon service of written notice to the Contractor that includes identification of the grounds for the forfeiture or forfeitures ("Certification of Forfeiture"). The audit supporting the forfeiture shall be appended to the Certification of Forfeiture, but failure to append such documentation shall not invalidate the Certification. Service of the Certification of Forfeiture shall be made by United States mail and the date of service shall be the date of mailing. The Controller, in issuing any warrant for any such payment, shall deduct from the amount which would otherwise be due on said payment or payments the amount of said forfeiture or forfeitures as so certified.

(ii) For any contract in which the City has required a third party to pay prevailing wages and for which the City does not have the ability to withhold funds, the Labor Standards Enforcement Officer shall determine whether a contractor and/or any subcontractor has failed to comply with the prevailing wage requirement. If after conducting an investigation, the Labor Standards Enforcement Officer determines that a violation has occurred, it shall issue to and serve a Determination of Violation on the contractor and/or any subcontractor, which sets forth the basis of the determination and orders payment of back wages due plus the penalty of at least \$50 per day for each laborer, workman, or mechanic employed for each calendar day or portion thereof. Service of the Determination of Violation shall be made by United States mail and the date of service shall be the date of mailing.

(C) **Recourse Procedure.** A Contractor and/or a subcontractor may appeal from a Certification of Forfeiture under subsection 6.22(e)(8)(B)(i) or Determination of Violation under subsection 6.22(e)(8)(B)(ii). The Controller shall adopt and maintain rules and regulations for any appeal under this subsection 6.22(e)(8)(C), which rules shall be consistent with the following parameters:

(i) Any Appeal from Certification of Forfeiture or Determination of Violation (referred to in this subsection 6.22(e)(8)(C) as



the "Appeal") shall be filed in writing by the Contractor and/or subcontractor (referred to in this subsection 6.22(e)(8)(C), whether singular or plural, as the "Appellant") within 15 days of the date of service of the Certification of Forfeiture or Determination of Violation. Appellant shall file the Appeal with the City Controller and serve a copy on the Labor Standards Enforcement Officer. Failure by the Contractor or subcontractor to submit a timely, written Appeal shall constitute concession to the forfeiture or determination, and the forfeiture or determination shall be deemed final upon expiration of the 15-day period.

(ii) The Office of Labor Standards Enforcement shall promptly afford Appellant an opportunity to meet and confer in good faith regarding possible resolution of the Certification of Forfeiture or Determination of Violation in advance of further proceedings under this subsection 6.22(e)(8)(C), with the intention that such meeting occur within 30 days of the date the Appeal is filed.

(iii) After the expiration of 30 days following the date the Appeal is filed, any party may request in writing, with concurrent notice to all other parties, that the Controller appoint a hearing officer to hear and decide the Appeal. If no party requests appointment of a hearing officer, the Certification of Forfeiture or Determination of Violation shall be deemed final on the 60th day after the date the Appeal is filed.

(iv) Within 15 days of receiving a written request for appointment of a hearing officer under subsection 6.22(e)(8)(C)(iii), the Controller shall appoint an impartial hearing officer and immediately notify the enforcing official and Appellant, and their respective counsel or authorized representative if any, of the appointment. The appointed hearing officer shall be an Administrative Law Judge with at least 10 years' experience with the City and not less than two years experience in labor law, Prevailing Wage, and/or wage and hour matters; or shall be an attorney with knowledge and not less than five years' experience in labor law, Prevailing Wage, and/or wage and hour matters.

(v) The hearing officer shall promptly set a date for a hearing. The hearing must commence within 45 days of the date of the notification of the hearing officer appointment, and conclude within 75 days of such notice. The hearing officer shall conduct a fair and impartial evidentiary hearing in conformance with the time limitations set forth in this subsection 6.22(e)(8)(C) and in the rules and regulations, so as to avoid undue delay in the resolution of any appeal. The hearing officer shall have the discretion to extend the times under this subsection 6.22(e)(8)(C), and any time requirements under the rules and regulations, only upon a showing of good cause.

(vi) Appellant has the burden of proving by a preponderance of the evidence that the basis for the Certification of Forfeiture or Determination of Violation is incorrect, including any back wage and penalty assessments that are at issue in the appeal.

(vii) Within 30 days of the conclusion of the hearing, the hearing officer shall issue a written decision affirming, modifying, or dismissing the Certificate of Forfeiture or Determination of Violation. The decision of the hearing officer shall consist of findings and a determination. The hearing officer's findings and determination shall be the final determination.

(viii) Appellant may appeal a final determination under this subsection 6.22(e)(8) only by filing in the San Francisco Superior Court a petition for a writ of mandate under California Code of Civil Procedure, Section 1084, *et seq.*, as applicable and as may be amended from time to time.

**(D) Distribution of Forfeiture and Damages.** The Controller shall withhold any forfeiture as provided in the foregoing paragraphs until such time as either the Contractor or subcontractor has conceded to the forfeiture or, in the event of an Appeal, there is a determination no longer subject to judicial review. The Controller shall then distribute the amounts withheld in the following order: (1) the Labor Standards Enforcement Officer shall make best efforts to distribute back wages withheld to the individual workers identified as not having been paid the proper wage rate; (2) the penal sums provided for above shall inure to the benefit of the general fund of the City; (3) the Controller shall hold the balance of any back wages in escrow for workers who the Labor Standards Enforcement Officer, despite his or her best efforts, cannot locate. In the event back wages are unclaimed for a period of three years, the Controller shall undertake administrative procedures for unclaimed funds in conformance with California Government Code Section 50050, *et seq.*, as may be amended from time to time. This subsection 6.22(e)(8)(D) also shall be applicable to damages obtained as a result of an enforcement action pursuant to subsection 6.22(e)(8)(E), as applicable.

**(E) Remedies for Non-Compliance with Determination of Violation.** No later than 30 days after receipt of a Notice of Determination or, in the case of an Appeal, after an adverse final determination by a hearing officer, the contractor and/or subcontractor shall comply with the Notice of Determination of Violation by paying the amounts due for back wages and any penalty amount as set forth in the Determination of Violation or final determination. The contractor and/or subcontractor shall, in addition, be subject to the penalties set forth in Article V of this Chapter 6, including debarment. If any contractor and/or subcontractor fails to pay the amounts required under this subsection 6.22(e)(8)(E) within the required 30 days, the City may bring a civil action in a court of competent jurisdiction against the non-complying party and, upon prevailing, shall be entitled to such legal and equitable relief as may be appropriate to remedy the violation including, without limitation: (i) damages in the amount of back wages and any penalty amounts due to workers for violation of the prevailing wage requirement, which amounts the City shall, on receipt, distribute to workers following the procedures in subsection 6.22(e)(8)(D); and (ii) an award of reasonable attorney's fees and costs.

(f) **Hours and Days of Labor.**

(1) **Generally.** For the purpose of meeting prevailing conditions and enabling employers to secure a sufficient number of satisfactory workers and artisans, no person performing labor or rendering service in the performance of any Contract or subcontract for any Public Work or Improvement as defined in this Chapter shall perform labor for a longer period than five days (Monday through Friday) of eight hours each, with two 10-minute breaks per eight-hour day, except in those crafts in which a different work day or week now prevails by agreement in private employment. Any person working hours in addition to the above shall be compensated in accordance with the prevailing overtime standards and rates.

(2) **Noncompliance and Forfeiture.** Any Contractor or subcontractor who shall violate any of the provisions of this subsection 6.22(f) shall be liable for the same penalties and forfeits as those specified in subsection 6.22(e) of this Chapter; penalties and forfeits shall be applicable for each laborer, mechanic or artisan employed for each calendar day or portion thereof whereon such laborer, mechanic or artisan is compelled or permitted to work more than the days and hours specified herein. The provisions of this subsection 6.22(f) shall be made a part of all Contracts and subcontracts for the construction of any Public Work or Improvement.

(3) **Contracts Outside City and County.** In the event that any Public Work or Improvement is to be constructed outside of the City and at such a distance therefrom that those engaged in performing labor on the Public Work or Improvement must under ordinary conditions remain at or near the site of the Public Work or Improvement when not actually engaged in the performance of labor thereon, then the officer, board or commission responsible for the construction of the Public Work or Improvement may, in making specifications or letting Contracts therefor, make provision therein for days and hours of labor beyond the limitations provided for in subsection 6.22(f) of this Chapter 6; but not to exceed eight hours in any one calendar day, or six days in any calendar week. In the event that emergency conditions shall arise, making a change advisable during the performance of any such Contract, or any portion thereof, the hours and days of labor may be extended beyond the limits hereinabove expressed; but not to exceed eight hours per day, upon the written authority of the officer, board or commission awarding such Contract. Failure of the Contractor to perform such Contract within the time provided shall not constitute an emergency.

(g) **Local Hiring Policy.** All Contracts and subcontracts for performance of Public Works or Improvements that exceed the Threshold Amount are subject to the requirements of the San Francisco Local Hiring Policy for Construction as set forth in Chapter 82 of the Administrative Code ("Local Hiring Policy") and shall include compliance with the Local Hiring Policy as a material term of the Contract, directly enforceable by the City as described therein. As a condition of performance of Project Work, as that term is defined in Administrative Code Section 82.3, each Contractor and subcontractor agrees: to comply with all provisions of the Local Hiring Policy; that provisions of the Local Hiring Policy are reasonable and are achievable by the Contractor or subcontractor, including the reporting requirements and consequences for noncompliance described in Chapter 82 of the Administrative Code; and that the Contractor or subcontractor had a full and fair opportunity to review and understand terms of the Local Hiring Policy, in consultation with counsel if so desired.

(h) **Modifications - Requirements.** If it becomes necessary in the prosecution of any Public Work or Improvement Contract to make alterations or modifications or to provide for extras, such alterations, modifications or extras shall be made only on written recommendation of the Department Head responsible for the supervision of the Contract, together with the approval of the Mayor or the Mayor's designee or the board or commission, as appropriate to the department, and also the approval of the Controller, except as hereafter provided. The Mayor or the board or commission, as appropriate to the department, may delegate in writing the authority to approve such alterations, modifications or extras to the Department Head, except as provided below. The Controller may delegate in writing the authority to encumber funds from prior appropriations for such alterations, modifications or extras to the Department Head prior to the certification for payment. Such authority, when granted, will clearly state the limitations of the changes to be encompassed.

(1) **Increasing or Decreasing Price.** Alterations, modifications, or extras in any Contract, which will increase or decrease the Contract cost or scope, may be made or allowed only on the written recommendation of the Department Head responsible for the supervision of the Contract stating the amount and basis for such increase or decrease. For any cumulative increase or decrease in price in excess of 10% of the original Contract price or scope, the Department Head shall obtain the approval of the Mayor or Mayor's designee or the board or commission as appropriate and also the approval of the Controller notwithstanding any delegation provided for above.

(2) **Extensions of Time.** Upon finding that work under a construction Contract cannot be completed within the specified time because of an unavoidable delay as defined in the Contract, the Department Head may extend the time for completion of the work. If the cumulative extensions of time exceeds 10% of the original Contract duration, the Department Head shall obtain the approval of the Mayor, the Mayor's designee, board or commission, as appropriate to the department notwithstanding any delegation provided for above. The Department Head may seek such approval after completion of the work if the Department Head makes a written finding in the time extension that no basis exists to assess liquidated damages for delay against the Contractor. All time extensions shall be in writing, but in no event shall any extension be granted subsequent to the issuance of a certificate of final acceptance.

(A) **Time Extension Not Waiver of City's Rights.** The granting of an extension of time because of unavoidable delays shall in no way operate as a waiver on the part of the City or the Department Head, Mayor, board or commission of the right to collect liquidated damages for other delays or of the right to collect other damages or of any other rights to which the City is entitled.

(B) **No Extension Granted When Contract Based on Time Estimates.** When any Award of Contract has been made in consideration, in whole or in part, of the relative time estimates of Bidders for the completion of the work, no extension of time may be granted on such Contract beyond the time specified for completion, unless the liquidated damages for each day the work is uncompleted beyond the specified time shall be collected; provided, however, that this shall not apply to unavoidable delays as specified in the Contract.

(C) **Avoidable and Unavoidable Delay; Limitation of Damages for Delay.** The Department Head administering the Public Work or Improvement shall have the authority to specify in the Contract the delays that shall be deemed avoidable or unavoidable. The City shall not pay damages or compensation of any kind to a Contractor because of delays in the progress of the work, whether such delays be avoidable or unavoidable; provided, however, the City may pay for (1) delays caused to the Contractor by the City and (2) such unavoidable delays as may be specifically stated in the Contract. Such latter delays will be compensated for only under the conditions specified in the Contract.

(D) **Notice of Delay Required.** The Contractor shall promptly notify the Department Head in writing, of all anticipated delays in the prosecution of the work and, in any event, promptly upon the occurrence of a delay, the notice shall constitute an application for an extension of time only if the notice requests such extension and sets forth the Contractor's estimate of the additional time required together with a full recital of the causes of unavoidable delays relied upon. The Department Head may take steps to prevent the occurrence or continuance of the delay, may classify the delay as avoidable or unavoidable, and may determine to what extent the completion of the work is delayed thereby.

(i) **Liquidated Damages.** Any Contract may provide a time within which the Contract work, or portions thereof, shall be completed and may provide for the payment of agreed liquidated damages to the City for every calendar or working day thereafter during which such work shall be uncompleted.

(j) **Progressive Payments Authorized; Retentions.** Any Contract for construction services may provide for progressive or milestone payments, if the Advertisement For Bids shall so specify. Each progress or milestone payment shall constitute full compensation for the value of work performed and materials furnished for a specified period, less amounts withheld as a result of dispute or as required by law.

(1) For all Contracts entered into on or after the effective date of this subsection 6.22(j), from every progress payment, the City shall hold 5% in retention.

(2) Notwithstanding the subsection 6.22(j)(1) above, the City may hold greater than 5% but not more than 10% in retention if the Department Head responsible for the Public Work determines that the Public Work or Improvement is substantially complex and therefore warrants a higher retention amount, and the retention amount is specified in the Advertisement For Bids. For Contracts with retention amounts greater than 5%, if the Department Head responsible for the Public Work determines that the Contract is 50% or more complete, that the Contractor is making satisfactory progress, and that there is no specific cause for greater withholding, the Department Head, upon the written request of Contractor, may authorize one of the following two options: (A) the City shall release part of the retention to the Contractor so that the amount held in retention by the City, after release to the Contractor, is reduced to an amount not less than 5% of the total value of the labor and materials furnished, and the City shall proceed to retain 5% of any subsequent progress payment under the Contract; or (B) the City shall continue to hold the already withheld retention amount, up to 5% of the total Contract price, and shall not deduct further retention from progress payments.

(3) The Department Head shall authorize the release of retention, in whole or in part, for work completed by subcontractors certified by CMD as LBEs. The Department Head shall do so only upon a written request by the Contractor certifying (A) the work by the certified LBE subcontractor is completed and satisfactory in accordance with the plans and specifications for the project; (B) the total amount paid to the certified LBE subcontractor by the Contractor as of the date of the written request and the total amount of the subcontract; and (C) the amount of retention associated with the work performed by the certified LBE subcontractor. Following a release of such retention, and in order to calculate retention and retention withholding from further progress or milestone payments, the City will reduce the total retention required under the foregoing paragraphs (1) and (2) by the amount paid to the certified LBE subcontractor(s) for whom the City released the retention. The release of retention under this subsection 6.22(j)(3) shall not reduce the responsibilities or liabilities of the Contractor or its surety under the Contract or applicable law.

(4) The Department Head shall authorize the release of retention, in whole or in part, for work completed by subcontractors under any Public Work Contract awarded under this Chapter 6 with a duration of more than two years. The Department Head shall do so only upon a written request by the Contractor certifying (A) the work by the subcontractor is completed and satisfactory in

accordance with the plans and specifications for the project; (B) the total amount paid to the subcontractor by the Contractor as of the date of the written request and the total amount of the subcontract; and (C) the amount of retention associated with the work performed by the subcontractor. The City may issue or authorize the release of retention within six months of the date of the request. Following a release of such retention, and in order to calculate retention and retention withholding from further progress or milestone payments, the City will reduce the total retention required under the foregoing subsections (1) and (2) by the amount paid to the subcontractor(s) for whom the City released retention. The release of retention under this subsection 6.22(j)(4) shall not reduce the responsibilities or liabilities of the Contractor or its surety under the Contract or applicable law.

(5) Retention shall be withheld solely for the benefit and protection of the City.

(6) When the Department Head responsible for the Public Work determines that the Contract is 98% or more complete, the Department Head may reduce retention funds to an amount equal to 200% of the estimated value of work yet to be completed, plus any amount necessary to cover offsets by the City for liquidated damages, defective work, stop notices, forfeitures, and other charges. The City shall release retention to the Contractor upon the following conditions: (A) the Contractor has reached final completion under the Contract terms and conditions and (B) the Contract is free of offsets by the City for liquidated damages, defective work and the like, and is free of stop notices, forfeitures, and other charges.

(7) For all Contracts awarded under this Chapter 6, in no event shall the City be liable for interest or charges arising out of or relating to the date the City issues any progress, milestone, or other payment, or the date the City releases all or part of the retention, except that the City will pay interest at the legal rate, as set forth in Section 685.010(a) of the California Code of Civil Procedure, as may be amended from time to time, on any improperly withheld amounts commencing no earlier than 90 days after the date the City should have made any progress payment or released all or part of the retention. Under no circumstances shall the legal rate of interest paid by the City under this provision exceed 10% per annum. The payment of interest under this provision is the limit of the City's liability with respect to any claim for interest on improperly withheld amounts.

(k) **Inspection and Acceptance of Completed Work; Final Payment.** The Department Head shall be responsible for the inspection and acceptance of Public Works or Improvements on completion. Such acceptance shall be in writing and shall include the certificate of the Department Head concerned that the work covered by the Contract has been fully and satisfactorily completed in accordance with the plans and specifications therefor. Receipt of copy of such acceptance in writing shall constitute the Controller's authority to complete any payments due the Contractor under the Contract; provided that the Controller may make such additional investigation or inspection as is provided by Administrative Code Section 10.07.

(l) **Termination for Convenience.** In all Contracts for the construction of any Public Work or Improvement, the Department Head may include in the specifications setting forth the terms and conditions for the performance of the Contract a provision that the City may terminate the performance of work under the Contract whenever the Department Head shall determine, with the approval of the Mayor, the Mayor's designee or the board or commission concerned, that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective. The Department Head is hereby authorized to include within such construction Contract the appropriate language to implement this subsection 6.22(l).

(m) **Articles Not to be Prison Made.** No article furnished under any Contract awarded under the provisions of this Chapter 6 shall have been made in a prison or by convict labor except for articles made in prisons or by convicts under the supervision and control of the California Department of Corrections and limited to articles for use by the City's detention facilities.

(n) **Employment of Apprentices.** All construction Contracts awarded under this Chapter 6 shall require the Contractor to comply with the requirements of the State Apprenticeship Program (as set forth in the California Labor Code, Division 3, Chapter 4 [commencing at Section 3070] and Section 1777.5), as it may be amended from time to time, and shall require the Contractor to include in its subcontracts the obligation for subcontractors to comply with the requirements of the State Apprenticeship Program.

(o) **Safety.** All construction Contracts awarded under this Chapter 6 shall require the Contractor and all of its subcontractors to abide by the applicable Occupational Safety and Health statutes and regulations.

Additionally, all construction Contracts awarded under this Chapter 6 shall require the Contractor and all of its subcontractors to abide by the requirements of Administrative Code Section 64.1, prohibiting masonry-dry cutting and masonry dry-grinding, with exceptions.

(p) **Claims.** The City shall consider only those claims for additional payment under a Contract that are certified and that conform to the Contract requirements for claims, pricing, and schedule.

(1) **Claims by Contractors.** The Contractor shall certify under penalty of perjury that (A) the claim is made in good faith; (B) the supporting data are accurate and complete to the best of Contractor's knowledge and belief; and (C) the amount request

accurately reflects the Contract adjustment for which the Contractor believes the City is liable. An individual or officer authorized to act on behalf of the Contractor shall execute the certification.

(2) **Claims by Subcontractors.** Subcontractors at any tier are not third-party beneficiaries of any Contract awarded under this Chapter. The City shall not consider a direct claim by any subcontractor. A Contractor presenting to the City any claim on behalf of a subcontractor must certify the subcontractor's claim in the same manner the Contractor would certify its own claim under the foregoing subsection 6.22(p)(1).

(q) **Contractor Prompt Payment.** All construction Contracts under this Chapter 6 shall require the Contractor to pay its subcontractors within seven calendar days after receipt of each progress payment from the City, unless otherwise agreed to in writing in advance by both Contractor and subcontractor. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from a Contractor to a subcontractor, the Contractor may withhold the disputed amount but shall pay the undisputed amount.

Any Contractor who violates this subsection 6.22(q) shall pay to the subcontractor a penalty of 2% of the amount due per month for every month or portion thereof that payment is not made. This subsection 6.22(q) is enforceable in a court of competent jurisdiction, and is not intended to create a private right of action against the City.

(Added by Ord. 286-99, File No. 991645, App. 11/5/99; amended by Ord. 153-00, File No. 000805, App. 6/30/2000; Ord. 237-00, File No. 001207, App. 10/20/2000; Ord. 7-02, File No. 011675, App. 1/25/2002; Ord. 208-02, File No. 021221, App. 10/18/2002; Ord. 58-05, File No. 041571, App. 4/1/2005; Ord. 107-05, File No. 050215, App. 6/10/2005; Ord. 131-06, File No. 060444, App. 6/22/2006; Ord. 119-08, File No. 080277, App. 7/11/2008; Ord. 19-10, File No. 091163, App. 2/10/2010; Ord. 23-10, File No. 091233, App. 2/11/2010; Ord. 311-10, File No. 101311, App. 12/23/2010; Ord. 79-11, File No. 110330, App. 5/19/2011, Eff. 6/18/2011; Ord. 225-12, File No. 120750, App. 11/1/2012, Eff. 12/1/2012; Ord. 27-13, File No. 121200, App. 2/19/2013, Eff. 3/21/2013; Res. 80-14, File No. 140091, App. 3/21/2014; Ord. 32-14, File No. 140090, App. 3/27/2014, Eff. 4/26/2014, Oper. 6/25/2014; Ord. 85-14, File No. 140151, App. 6/19/2014, Eff. 7/19/2014, Oper. 9/17/2014 (part); Ord. 108-15, File No. 150175, App. 7/2/2015, Eff. 8/1/2015; Ord. 224-15, File No. 150817, App. 12/22/2015, Eff. 1/21/2016, Oper. 4/20/2016; Ord. 84-17, File No. 170004, App. 3/30/2017, Eff. 4/29/2017, Retro. 3/25/2017)

**Appendix A-1**  
**Services to be Provided by Contractor, Scope of Work**

Contractor shall provide the City and County of San Francisco ("City") a web-based labor compliance system ("WBLCS" or "System") for the submittal, tracking and review of electronic certified payroll reports in order to track compliance with prevailing wage and other San Francisco labor laws; monitor local workforce hiring goals for the City's CityBuild Program; track and monitor Local Business Enterprise ("LBE") certification and utilization on City contracts for the City's Construction Management Division ("CMD"), ensure accurate compliance and reporting of the US Department of Housing and Urban Development's Section 3 program; and verify pre-employment substance abuse testing as required by the San Francisco Public Utilities Commission.

Contractor shall provide a software license for City and all of its construction contractors and subcontractors to access Contractor's WBLCS hosted on Contractor's secure server(s). The WBLCS shall support an unlimited number of City construction projects, and there shall be no additional charge to contractors or subcontractors for use of the System. Contractor shall provide both training and phone and email technical support to contractors and City staff. The WBLCS shall meet all applicable San Francisco, State and Federal reporting requirements as described in San Francisco Administrative Code section 6.22 (E), California Labor Code section 1776, and 40 U.S.C. 3141 et seq. related to prevailing wages, plus local workforce hiring and participation, and journeyman to apprentice ratios. The WBLCS shall automatically monitor contractors' electronic submissions for compliance with labor standards requirements and flag potential violations. The System shall provide standard reports and allow for adding custom reports to cover future reporting needs.

The System shall be highly functional on its own, including monitoring and reporting functions. The scope of work includes, but is not limited to, the following:

1. **Overview of System Features and Access.** Contractor shall provide a software system with the following features:
  - a. Unlimited number of users to the System for both City staff and all City vendor accounts.
  - b. The System will include an unlimited number of projects that are paid for in whole or in part by the City.
  - c. The System will include an unlimited number of projects that are included within the definition of "Public Work or Improvement" for purposes of prevailing wages as defined by the San Francisco Administrative Code § 6.22 as of July 1, 2015. In the event that the San Francisco Administrative Code § 6.22 is amended during the term of this Agreement, the parties shall meet and confer to determine whether to amend the Agreement.
  - d. Guaranteed 99.99% uptime.
  - e. Password protected login and access with user rights as designated by the City and ability to grant different users different access rights. City contractors shall only have access to data related to the projects on which they are performing work, and only for work performed by them and their subcontractors.
  - f. Access for contractors and City staff from any location via the Internet 24 hours a day and seven days a week.

- g. Electronic collection of labor compliance related data through the internet from contractors and subcontractors, including but not limited to certified payroll records (CPRs), fringe benefit statements, and statements of non-performance.
- h. Electronic collection of required information from contractors and subcontractors for local workforce hiring goals, as part of the City's First Source Hiring Program and City Build Programs (address of worker, gender, ethnic identification and tracking of workers referred and placed by City programs or community based organizations).
- i. Importing of payroll data files exported from the contractors' and subcontractors' existing computerized payroll systems.
- j. All communications from and to the server shall be encrypted using secure sockets layer (SSL) protocol to provide security for private information.
- k. The City shall have the ability to extract database information into ASCII formatted and/or TEXT files.
- l. Storage and maintenance of all applicable state and federal prevailing wage rates including fringe benefits (single vs. double asterisk application of prevailing wage rate requirements).
- m. Provide verification that all contractors and subcontractors performing work on City projects are currently registered and qualified to perform public work as required by California Labor Code 1725.5 and provide immediate notification to the City of any and all contractors who not registered. The City and its contractors shall have the ability to electronically submit the State of California Department of Industrial Relations the notices and reports required by California Labor Code §§ 1773.3 and 1771.4.
- n. Reporting functions delineated by the City in the **System Standard Reports** below (including statistical and graphical formats) available via hard copy and viewable via screens.
- o. Allowing secure electronic signatures of authorized company personnel.
- p. Allow reproduction by users of hard copies of the CPRs (redacted and non-redacted), fringe benefit statements, correspondence, reports (including local workforce utilization summary reports), and any other documents stored electronically in the system.
- q. Verify apprentices listed on CPRs are registered with the California Apprenticeship Council if registration data is provided by the State web site.
- r. Audit submitted CPRs for compliance with required prevailing wage rates including payment of fringe benefits and training contributions, and report non-compliance.
- s. Audit CPRs to calculate back wages and penalties (pursuant to San Francisco Administrative Code section 6.22 (E)) owed.
- t. Addressing and customization of standard form letters, issued by the City, to contractors and subcontractors
- u. Creation of new standard form letters and edit existing documents at City's request.
- v. Tracking status of contractors' and subcontractors' submission of documents required by the City.

- w. Automatic email notification to contractors of late CPRs and late Record Corrections using standard form letters.
- x. Shall provide the capability for contractors and subcontractors to monitor the status of subcontractors' certified payroll submittals for whom they are responsible.
- y. Electronic collection of site inspection information (from resident engineers or other City staff) and check site number of employees and trade classifications against CPRs and flag discrepancies.
- z. Ability to provide customized forms and reports to meet project requirements at City's request.
- aa. Shall provide features as specified in **Provision of Condensed Summary Data** (below).
- bb. Shall provide reports for CityBuild as specified in **City Build Features required from Elation System** (below).
- cc. Shall provide features as specified in **Local Hire Module** (below)
- dd. Shall provide features as specified in **Prevailing Wages and Labor Compliance Module** (below)
- ee. Shall provide features as specified in **Business and LBE Utilization Module** (below)
- ff. Shall provide features as specified in **LBE Certification Module** (below)
- gg. Shall provide features as specified in **Audit (Site Interview) Module** (below)
- hh. Shall provide features as specified in **Tradesforce Module** (below)
- ii. Shall provide features as specified in **Section 3 Module** (below)

2. **Support Services/Training.** Contractor shall provide the following support services:

- a. Full user's manual documentation of system shall be provided to the City at signing of Agreement.
- b. Provide email and phone technical support for the system Monday to Friday, 8:00 AM to 5:00 PM.
- c. Free technical support via phone, email or online to all users during normal business hours (8:00 – 5:00 PST). Typical technical response time is 4 business hours
- d. Prime and subcontractors' use of the system:
  - i. The prime and subcontractor partners may or may not have personal computers in their offices. Contractor acknowledges that these prime and subcontractor partners might have to use their local public library or other designated sites to respond to any software solutions. Contractor shall ensure that the web application supports these types of sites.
  - ii. In order to minimize administration requirements and to provide timely access to the system for subcontractors, contractors/subcontractors shall have the ability to add new subcontractors to the system by registering them with Elation, and administer subcontractors' access to the system.
- e. Off-site secure Class A data storage facility.
- f. Provide backup disks for each awarding body with all collected data twice yearly, in December and June, to the City.



- g. Contractor shall provide City with all data collected through the life of the Agreement in back up disks, within 30 days of the end date, or upon termination, of this Agreement.
- h. Monthly trainings: Free in person training session shall be available to all City staff and City vendors at Elation Systems' Pleasanton office on a monthly basis.
- i. Bi-Monthly trainings: City onsite in person training session (3 hours) twice a month to cover both City staff and vendors.
- j. Additional onsite training sessions are available for \$500 a session.
- k. Training outlines will be standard handout for all training sessions. The handouts are served as an easy user reference guide for account setup, access and system navigation.

### 3. Technical Architecture

- a. Server and Desktop Infrastructure Requirements
  - i. Shall support Desktop PCs under Windows 2000 or later.
  - ii. Web Application Requirements
    - 1. Shall be web based. Web applications shall function successfully with IE 6.0 and later. Web applications shall not require Java Applets or ActiveX controls on the client machine
    - 2. Web pages shall integrate seamlessly and securely between the City's website and the WBLCS web application.
    - 3. If the system includes the option of transferring a file via email to the administrator in addition to web data entry, then it shall conform to the appropriate email standards, including City and County of San Francisco limitations on email message size.
    - 4. The system shall support multiple concurrent users.
    - 5. Hosting capabilities.

### 4. System Standard Reports. The System shall include standard reports including, but not limited to, reports for:

- a. Worker participation by location, including sorts by state, county, city and zip code.
- b. Journeyman to apprentice ratios
- c. Apprentice project hours by craft, by contractor
- d. Employee wages by project
- e. Ethnicity project hours by project
- f. Ethnicity hire by project
- g. Average hourly rate by ethnicity, by craft
- h. Project craft by ethnicity
- i. Workforce running summary
- j. Compliance Performance
- k. CPR Status
- l. New Hire Utilization
- m. First Source/City Build workforce participation
- n. Reports shall allow sorts by multiple categories, i.e. by apprenticeship, location and ethnicity.

## 5. Provision of Condensed Summary Data

Contractor shall enable the City or the City's designated Substance Abuse Prevention Program Third-Party Administrator (the TPA) to access the WBLCS and obtain a data file containing a condensed employment history for each employee reported in the CPR's on a selected sub-set of projects recorded in the Elation System. Data will be encrypted before transmission. The file will be compared by the City or the TPA to the record of pre-employment substance abuse tests for the employees of construction contractors on City-Sponsored construction projects.

## 6. Web Service to extract Certified Payroll Data for DPW

Contractor will build a customized web service to extract certified payroll data for all Department of Public Works (DPW) projects and shared projects from Elation System. This web service is to include the following data points (fields): Project Name, Contractor / Subcontractor name, Prime contract tag, Project/Contract No., Unique worker ID, Worker's classification, Total Hours, City, ZIP, State, Journeyman / Apprentice tag, Contract Amount, Gender, Ethnicity, and Rate of pay.

Upon completion of this web service development, Contractor will provide all necessary connection strings such as security/authentication keys, URL, IP address, passwords, and data types of the requested fields for DPW to connect and use the web service.

Contractor is to maintain and update/refresh the data on a bi-weekly basis.

## 7. CityBuild Modules

Contractor will provide the following four modules for CityBuild:

### CityBuild module 1 – Email Reporting

CityBuild user can set parameters for a report to be sent out via email notifications.

Technical scope:

1. Function to allow automated reports generation based on predefined reports.
2. Function to allow reports to be automatically sent to predefined project recipients on a periodic basis as email attachments.
3. Function to track the reports distribution and creating log report.

### CityBuild module 2 – Contractor's Employee List

Contractor will generate a report that will show a contractors core crew and new hires for a project. ✓

Technical scope:

1. A new report to be developed to list core and new hire information based on the data submitted by contractors.

### CityBuild module 3 – CityBuild client highlight

Contractor will identify if a worker is a CityBuild client when generating reports.

Technical scope:

1. Modifying existing reports to cross referencing and highlighting the CityBuild client information based on CityBuild uploads.

#### **CityBuild module 4**

For the advanced project selection window, add a check box to select all projects per department.

Technical scope:

1. Modifying existing advanced project selection function to allow one click selection of projects that were awarded by other City departments.

#### **8. Prevailing Wages and Labor Compliance Module**

This module allows the City to automate the tracking, monitoring, and enforcement of both Federal Davis-Bacon and local prevailing wage projects

The Davis-Bacon module is also supplemented by Elation's iPad App to provide additional mobility to all users.

The Prevailing Wages and Labor Compliance module includes the following features:

- Comprehensive, nationwide Davis-Bacon project management
- Electronic certified payroll reporting and workflow management
- Electronic fringe benefits statement reporting
- Electronic signing
- Automatic prevailing wage verification
- Automatic data processing for any accounting system
- Comprehensive workforce statistic reporting
- Revised Excel Export
- Percent Complete Report
- SFPUC Service Territory Zip Codes Import
- Substance Abuse Clearance
- SFPUC Craft Hour Estimate Import
- First Source Placement Import
- Contractor's Hiring Plan
- SFPUC Craft Hour Estimate Import
- First Source Placement Import
- Contractor's Hiring Plan

#### **9. Local Hire Module**

Contractor will provide a fully electronic Local Hire reporting and monitoring module that is specifically designed for the City's Local Hire ordinance. This module allows project participants to submit local hire projections and plans for each applicable project and enables the City to monitor local hire compliance on a real time basis.

The Local Hire module includes the following features:

- Comprehensive local workforce reporting and monitoring
- Comprehensive workforce projections
- Fully integrated with Elation Prevailing Wage module
- Built-in performance tracking and management reports

#### **10. Business and LBE Utilization Module**

The Business and LBE utilization module helps City and its contractors automate the reporting and monitoring of their business utilization programs. Simplifies the integration with a variety of certification programs that are specific to the project funding sources and/or agency specific regulations. Through a set of contract and subcontract management and payment reporting functions, and user interfaces, the module provides real-time utilization status across all applicable projects.

The Business and LBE Utilization module is also supplemented by both iPhone and iPad Apps to provide additional accessibility and ease of use to all users.

The Business and LBE Utilization module includes the following features::

- Comprehensive project, contract, and subcontract management
- Comprehensive and integrated certification management
- Real-time business utilization achievement tracking and reporting
- Automated payment reporting and tracking workflow
- Comprehensive business utilization reporting

#### **11. LBE Certification Module**

The LBE Certification module is integrated with other components of the system, and provides centralized certification review and approval workflow, and a document repository for CMD. It also allows applicants to submit LBE certification applications and supporting documents online.

The LBE Certification module includes the following features::

- Comprehensive application review and approval workflow
- Fully electronic application and supporting document management
- Built-in document review and notes sharing
- Electronic certification issuing

#### **12. Audit (Site Interview) Module**

The Audit module provides comprehensive site interview data collection and an electronic interview form certification function. It also enables automated payroll data reconciliation for wage enforcement.

The Audit module includes the following features:

- Automation data reconciliation
- Standardized forms that fulfill federal requirements
- Electronic certification and sign off

### **13. Tradesforce Module**

A local workforce capacity tracking, employment opportunity tracking, job referral and workforce placement management system that provides the City, project participants, including the lower tiers of subcontractors and individual members of local workforce with one simplified and streamlined tracking and management capability. It allows the government agencies and community based organizations to work collaboratively on workforce trainings, employment barrier removals and tracking of all available, ready and willing workforce populations among geographic regions. It also enables an effective management of job referral and job placement tasks for government agencies based on local regulations and policies on any of the applicable projects.

The Tradesforce module includes the following features:

- Comprehensive local workforce capacity tracking management
- Comprehensive project and job opportunity tracking management
- Comprehensive contact management
- Built-in performance tracking and management reports
- Built-in electronic ad-hoc reporting capability
- Built-in CBOs collaboration
- Built-in project assignment and accountability reporting
- Automated local workforce tracking and verification

### **14. Section 3 Module**

The module provides an automated Section 3 data collection and reporting platform for developers, contractors and subcontractors, and enables an interactive reporting automation for housing authorities, redevelopment agencies and federal Department of Housing and Urban Development (HUD).

The Section 3 module includes the following features:

- Automated and dynamic Section 3 self-certification management;
- Electronic signing process enables a paperless and green environment;
- Interactive Section 3 address management and dynamic validation;
- Automated project new-hire data reporting and management;
- Automated Section 3 reporting workflow management;
- Interactive and automated reporting integration;
- Fully integrated with Davis-Bacon automated reporting module.

### **As Needed Services**

In the event that City departments or agencies identify a need for additional Elation features or reports, OLSE will request that Contractor prepare a written estimate of the cost for the additional requested features. Contractor may provide additional as needed services only after receiving a written notice to proceed from OLSE and in accordance with the rates and procedures set forth in Appendix B and B-1.



# CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

MARK FARRELL  
MAYOR

Sent Via Electronic Mail

March 8, 2018

KATE FAVETTI  
PRESIDENT

F. X. CROWLEY  
VICE PRESIDENT

DOUGLAS S. CHAN  
COMMISSIONER

SCOTT R. HELDFOND  
COMMISSIONER

## NOTICE OF CIVIL SERVICE COMMISSION ACTION

SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACTS 43337-17/18; 49898-17/18; 43268-17/18; 47787-17/18; 48282-17/18; 45801-17/18; 49877-17/18; 46858-17/18; 40284-17/18; 47895-17/18; 46889-17/18; 49282-17/18; 31544-17/18; 45218-17/18; 49868-17/18; 49607-15/16; 49599-14/15; 48499-14/15; 4126-10/11; 45090-13/14; 4046-04/05; 4112-11/12; AND 4055-10/11.

At its meeting on March 5, 2018 the Civil Service Commission had for its consideration the above matter.

The Commission adopted the report and approved the request for all proposed Personal Services Contracts. This shall serve to notify the Office of the Controller and the Office of Contract Administration.

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

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

MICHAEL L. BROWN  
EXECUTIVE OFFICER

CIVIL SERVICE COMMISSION

MICHAEL L. BROWN  
Executive Officer

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

Home >

## POSTING FOR

March 05, 2018

### PROPOSED PERSONAL SERVICES CONTRACTS – REGULAR

Commission Hearing Date

2018-03-05

APPLY

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
43337 - 17/18	AIRPORT COMMISSION	\$1,500,000.00	<p>Contractor will provide engineering support services for professional inspections, evaluations and monitoring of the existing Shoreline Protection System at San Francisco International Airport (Airport). The Shoreline Protection System is a collection of structures that make up a protection system which protects the Airport from rising sea levels, flooding and other effects of climate change. It prevents the damage of Airport assets and stops in operations due to environmental changes.</p> <p>The Contractor will provide services including but not limited to specialized marine, coastal, geotechnical, seismic and structural engineering design services, cost estimating, and engineering support during construction for maintenance and repair projects that may be necessary. In addition, the Contractor will train Civil Engineering staff on the visual inspection of the shoreline protection system. From the inspection reports generated by Airport staff, the Airport may request further evaluation by the Contractor for improvements, repairs or replacement of the Shoreline Protection System.</p>	February 19, 2018	January 31, 2023	REGULAR
49898 - 17/18	AIRPORT COMMISSION	\$2,500,000.00	<p>The proposed work is to provide as needed repair and re-upholstery services for passenger furnishings located throughout the terminals and facilities at San Francisco International Airport. Work performed will include:</p> <ul style="list-style-type: none"> <li>• providing fabrics and filler materials</li> <li>• re-upholstering worn or torn furnishings in Airport</li> <li>• re-upholstering worn or torn booth benches in Airport Food Courts</li> <li>• minor repairs to improve safety and functionality</li> <li>• repairing or replacing faulty springs, filler materials, insulation, scrim, fastening devices and systems, or other components of upholstered furnishings</li> <li>• assisting Airport in assessing conditions and scope of "as needed repairs" to Airport furnishings</li> <li>• furnishing and installing pre-fabricated covers and hand sewn or similar components for furnishings as needed in accordance to manufacturer's specifications</li> </ul>	February 1, 2018	June 30, 2023	REGULAR
43268 - 17/18	GENERAL SERVICES AGENCY - CITY ADMIN	\$500,000.00	<p>The Real Estate Division is in need of qualified brokerage firms to assist in reviewing complex property matters involving the purchase, sale or leasing of public or private real estate. It is the intention of the Division to create a list of pre-qualified firms who will be engaged on an as-needed basis. Pool members will be required to enter into a personal services contract at the time of engagement.</p>	April 5, 2018	April 1, 2023	REGULAR
47787 - 17/18	GENERAL SERVICES AGENCY - CITY ADMIN	\$3,500,000.00	<p>Under California Labor Code Section 1776 and S.F. Admin. Code Section 6.22(E) all construction contractors working under contracts issued by the City of San Francisco awarding bodes and performing work covered by prevailing wage requirements are required to provide certified payroll records (CPRs) to the City. The Office of Labor Standards Enforcement (OLSE) is seeking a vendor to provide the next generation certified payroll and labor compliance system through a software license</p>	July 1, 2018	June 30, 2025	REGULAR

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: DEPARTMENT OF EMERGENCY MANAGEMENT -- ECD

Dept. Code:

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

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

Type of Service: Emergency Planning, Community Preparedness/Resilience, and Recovery Planning

Funding Source: Urban Areas Security Initiative

PSC Duration: 4 years

PSC Amount: \$1,000,000

**1. Description of Work**

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

Contractor will identify standards and establish benchmarks for effective emergency planning, community preparedness, stakeholder resilience, and recovery planning (in the event of a man-made or natural disaster) for the Bay Area Region, which includes the twelve Bay Area counties and the core cities of San Francisco, Oakland, and San Jose. Contractor will build on regional capabilities such as Public Information and Warning, Mass Care Services, Cybersecurity, Operational Communications, etc. Contractor will review and analyze emergency catastrophic plans, perform gaps and needs analysis, and identify best practices to improve current planning, preparedness, and resiliency efforts. Contractor will develop plans, toolkits, templates, trainings, exercises and other evaluation activities needed to strengthen and improve the Bay Area Region's emergency planning, community preparedness, and recovery planning capabilities.

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

The Bay Area Urban Areas Security Initiative (UASI) Region is comprised of twelve counties and three core cities, which together receive federal funding to combat and respond to terrorism and related catastrophic disasters throughout the entire Bay Area. Denial of this request will hinder the Bay Area UASI Region's ability to develop future funding requests and secure increased funding for SF and all of the Bay Area cities and counties. This in turn can jeopardize the Bay Area UASI Region's ability to prevent, protect against, respond to and recover from acts of terrorism and other man-made or natural catastrophes in the Bay Area.

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

Similar services were approved in 42162-15/16.

D. Will the contract(s) be renewed?

Based on need, performance, and funding availability.

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

not applicable

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

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

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



B. Explain the qualifying circumstances:

The contract will be funded by a federal grant from the Department of Homeland Security.

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

- A. Specify required skills and/or expertise: This service requires extensive knowledge and expertise in regional emergency planning, community preparedness, and recovery planning throughout the entire Bay Area Region. The contractor must have experience in how to prevent, respond to, and recover from acts of terrorism or man-made/natural disasters at the regional level. The contractor must have a thorough understanding of how the unique characteristics of each member county impacts, not only the county, but the entire Bay Area Region during a disaster.
- B. Which, if any, civil service class(es) normally perform(s) this work? 8604, Emergency Services Coord IV; 0931, Manager III;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain:  
No.

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

Existing staff does not have the time or expertise to conduct a project of this magnitude. Also, a Homeland Security Grant is being used to fund these services. Conditions of the grant include a personnel cap limit, which has already been reached. No additional funds, can be used towards personnel costs. Contractor costs for specific projects are excluded from the personnel cap limitation and provide the only avenue to complete this project.

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

- A. Explain why civil service classes are not applicable.  
The regional, state, and national interaction required to perform this service would make it impractical for a San Francisco Civil Service employee to perform this work for and on behalf of the state and other counties. Also, we have reached the personnel cap limit on this time limited grant from the Federal Department of Homeland Security.
- 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 stated above: The regional, state, and national interaction required to perform this service would make it impractical for a San Francisco Civil Service employee to perform this work for and on behalf of the state and other counties. Also, we have reached the personnel cap on this time limited grant from Homeland Security.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.  
Yes. Contractor may train regional public safety personnel and Emergency Operations Center (EOC) staff throughout the entire UASI Region. Trainings may take place in classrooms or during large-scale exercise events. Estimate 100 hours of training under this project.
- C. Are there legal mandates requiring the use of contractual services?  
Yes.

- 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 03/26/2018, the Department notified the following employee organizations of this PSC/RFP request:  
Municipal Executive Association; Professional & Tech Engrs, Local 21

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

Name: William Lee Phone: 415-558-3866 Email: william.lee@sfgov.org

Address: 1011 Turk Street San Francisco, CA 94102

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 49129 - 17/18

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/04/2018

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

**Kim-Molina, Mikyung (DEM)**

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**From:** dhr-psccordinator@sfgov.org on behalf of william.lee@sfgov.org  
**Sent:** Monday, March 26, 2018 12:57 PM  
**To:** Lee, William (DEM); tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; camaguey@sfmea.com (contact); staff@sfmea.com; Kim-Molina, Mikyung (DEM); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 49129 - 17/18

RECEIPT for Union Notification for PSC 49129 - 17/18 more than \$100k

The DEPARTMENT OF EMERGENCY MANAGEMENT -- ECD has submitted a request for a Personal Services Contract (PSC) 49129 - 17/18 for \$1,000,000 for Initial Request services for the period 05/01/2018 -- 04/30/2022. 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:

<https://na01.safelinks.protection.outlook.com/?url=http%3A%2F%2Fapps.sfgov.org%2Fdhrdrupal%2Fnode%2F10870&data=02%7C01%7CMikyung.Kim-Molina%40sfgov.org%7Cf3164f2c0a004163095708d59353dc73%7C22d5c2cfce3e443d9a7dfcc0231f73f%7C0%7C0%7C636576910763874517&sdata=XburMPLFEHKQPkc1OIR91j0qpqYJ9neDd3G71xEoFyY%3D&reserved=0> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

# **Additional Attachment(s)**

**ELECTRONIC CODE OF FEDERAL REGULATIONS**

e-CFR data is current as of October 20, 2015

Title 2 → Subtitle A → Chapter II → Part 200 → Subpart D → Subject Group

Title 2: Grants and Agreements  
PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS  
Subpart D—Post Federal Award Requirements

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**PROCUREMENT STANDARDS****§200.317 Procurements by states.**

When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with §200.322 Procurement of recovered *materials* and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. All other non-Federal entities, including subrecipients of a state, will follow §§200.318 General procurement standards through 200.326 Contract provisions.

**§200.318 General procurement standards.**

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.213 Suspension and debarment.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 43309, July 22, 2015]

#### §200.319 Competition.

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

(1) Placing unreasonable requirements on firms in order for them to qualify to do business;

(2) Requiring unnecessary experience and excessive bonding;

(3) Noncompetitive pricing practices between firms or between affiliated companies;

(4) Noncompetitive contracts to consultants that are on retainer contracts;

(5) Organizational conflicts of interest;

(6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and

(7) Any arbitrary action in the procurement process.

(b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition.

The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

#### **§200.320 Methods of procurement to be followed.**

The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

(i) A complete, adequate, and realistic specification or purchase description is available;

(ii) Two or more responsible bidders are willing and able to compete effectively for the business; and

(iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

(i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publically advertised;

(ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;



(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

(1) The item is available only from a single source;

(2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or

(4) After solicitation of a number of sources, competition is determined inadequate.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 54409, Sept. 10, 2015]

**§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

**§200.322 Procurement of recovered materials.**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

**§200.323 Contract cost and price.**

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

#### **§200.324 Federal awarding agency or pass-through entity review.**

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

#### **§200.325 Bonding requirements.**

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance

that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

**§200.326 Contract provisions.**

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

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Need assistance?

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

Department: DEPARTMENT OF EMERGENCY MANAGEMENTDept. Code: ECDType of Request:  Initial  Modification of an existing PSC (PSC # 42162 - 15/16)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: Emergency Planning, Community Preparedness, and Recovery PlanningFunding Source: Urban Areas Security InitiativePSC Original Approved Amount: \$1,000,000 PSC Original Approved Duration: 11/01/15 - 10/31/19 (4 years)PSC Mod#1 Amount: \$500,000 PSC Mod#1 Duration: 03/01/17-10/30/21 (2 years)PSC Cumulative Amount Proposed: \$1,500,000 PSC Cumulative Duration Proposed: 6 years**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

Contractor will identify standards and establish benchmarks for effective emergency planning, community preparedness, and recovery planning (in the event of a man-made or natural disaster) for the Bay Area Region, which includes the twelve Bay Area counties and the core cities of San Francisco, Oakland, and San Jose. Contractor will build on regional capabilities; review and analyze catastrophic plans; strengthen regional public information and warning systems; perform gaps and needs analysis to effectively respond to terrorism; improve current recovery planning efforts; facilitate community preparedness; and improve local debris removal plans to maximize Federal Emergency Management Agency (FEMA) public assistance requirements. Contractor will develop plans, trainings, exercises and evaluation activities needed to strengthen and improve the Bay Area Region's emergency planning, community preparedness, and recovery planning capabilities.

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

The Urban Areas Security Initiative (UASI) Region is comprised of twelve counties and three core cities, which together receive federal funding to combat and respond to terrorism and related catastrophic disasters throughout the entire Bay Area. Denial of this request will hinder the Bay Area UASI Region's ability to develop future funding requests and secure increased funding for SF and all of the Bay Area cities and counties. This in turn can jeopardize the Bay Area UASI Region's ability to prevent, protect against, respond to and recover from acts of terrorism and other man-made or natural catastrophes in the Bay Area.

**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 42162 - 15/16

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

Based on need, performance, and funding availability

- E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:  
We anticipate future projects that will span through the modification end date.

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

A. Display all that apply

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

Explain the qualifying circumstances:

The contract will be funded by a federal grant from the Department of Homeland Security.

B. Reason for the request for modification:

To increase the amount and extend the duration.

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

- A. Specify required skills and/or expertise: This service requires extensive knowledge and expertise in regional emergency planning, community preparedness, and recovery planning throughout the entire Bay Area Region. The contractor must have experience in how to prevent, respond to, and recover from acts of terrorism or man-made/natural disasters at the regional level. The contractor must have a thorough understanding of how the unique characteristics of each member county impacts, not only the county, but the entire Bay Area Region during a disaster.
- B. Which, if any, civil service class(es) normally perform(s) this work? 8604, Emergency Services Coord IV; 0931, Manager III;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

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

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 regional, state, and national interaction required to perform this service would make it impractical for a San Francisco Civil Service employee to perform this work for and on behalf of the state and other counties. Also, we have reached the personnel cap limit on this time limited grant from the Federal Department of Homeland Security.

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 stated above: The regional, state, and national interaction required to perform this service would make it impractical for a San Francisco Civil Service employee to perform this work for and on behalf of the state and other counties. Also, we have reached the personnel cap on this time limited grant from Homeland Security.

**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.  
Contractor may train regional public safety personnel and Emergency Operations Center (EOC) staff throughout the entire UASI Region. Trainings may take place in classrooms or during large-scale exercise events. Estimate 50 hours of training under this project.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

**7. Union Notification:** On 03/07/17, the Department notified the following employee organizations of this PSC/RFP request:  
Professional & Tech Engrs, Local 21; Municipal Executive Association;

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

Name: William Lee Phone: 415-558-3866 Email: william.lee@sfgov.org

Address: 1011 Turk Street, San Francisco, CA 94102

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 42162 - 15/16

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 04/04/2017

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

Department: DEPARTMENT OF EMERGENCY MANAGEMENT -- ECD Dept. Code: ECDType of Request:  Initial  Modification of an existing PSC (PSC # \_\_\_\_\_)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: Emergency Planning, Community Preparedness, and Recovery PlanningFunding Source: Urban Areas Security InitiativePSC Amount: \$1,000,000 PSC Est. Start Date: 11/01/2015 PSC Est. End Date: 10/31/2019**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

Contractor will identify standards and establish benchmarks for effective emergency planning, community preparedness, and recovery planning (in the event of a man-made or natural disaster) for the Bay Area Region, which includes the twelve Bay Area counties and the core cities of San Francisco, Oakland, and San Jose. Contractor will build on regional capabilities; review and analyze catastrophic plans; strengthen regional public information and warning systems; perform gaps and needs analysis to effectively respond to terrorism; improve current recovery planning efforts; facilitate community preparedness; and improve local debris removal plans to maximize Federal Emergency Management Agency (FEMA) public assistance requirements. Contractor will develop plans, trainings, exercises and evaluation activities needed to strengthen and improve the Bay Area Region's emergency planning, community preparedness, and recovery planning capabilities.

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

The Urban Areas Security Initiative (UASI) Region is comprised of twelve counties and three core cities, which together receive federal funding to combat and respond to terrorism and related catastrophic disasters throughout the entire Bay Area. Denial of this request will hinder the Bay Area UASI Region's ability to develop future funding requests and secure increased funding for SF and all of the Bay Area cities and counties. This in turn can jeopardize the Bay Area UASI Region's ability to prevent, protect against, respond to and recover from acts of terrorism and other man-made or natural catastrophes in the Bay Area.

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

Similar services were approved in 45476-13/14.

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

Based on need, performance, and funding availability

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

not applicable

**2. Reason(s) for the Request****A. Indicate all that apply (be specific and attach any relevant supporting documents):**

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

**B. Explain the qualifying circumstances:**

The contract will be funded by a federal grant from the Department of Homeland Security.

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

- A. Specify required skills and/or expertise: This service requires extensive knowledge and expertise in regional emergency planning, community preparedness, and recovery planning throughout the entire Bay Area Region. The contractor must have experience in how to prevent, respond to, and recover from acts of terrorism or man-made/natural disasters at the regional level. The contractor must have a thorough understanding of how the unique characteristics of each member county impacts, not only the county, but the entire Bay Area Region during a disaster.
- B. Which, if any, civil service class(es) normally perform(s) this work? 8604, Emergency Services Coord IV; 0931, Manager III;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

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

Existing staff does not have the time or expertise to conduct a project of this magnitude. Also, a Homeland Security Grant is being used to fund these services. Conditions of the grant include a personnel cap limit, which has already been reached. No additional funds, can be used towards personnel costs. Contractor costs for specific projects are excluded from the personnel cap limitation and provide the only avenue to complete this project.

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

- A. Explain why civil service classes are not applicable.  
The regional, state, and national interaction required to perform this service would make it impractical for a San Francisco Civil Service employee to perform this work for and on behalf of the state and other counties. Also, we have reached the personnel cap limit on this time limited grant from the Federal Department of Homeland Security.
- 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 stated above: The regional, state, and national interaction required to perform this service would make it impractical for a San Francisco Civil Service employee to perform this work for and on behalf of the state and other counties. Also, we have reached the personnel cap on this time limited grant from Homeland Security.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.  
Yes. Contractor may train regional public safety personnel and Emergency Operations Center (EOC) staff throughout the entire UASI Region. Trainings may take place in classrooms or during large-scale exercise events. Estimate 50 hours of training under this project.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
Yes.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.



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

7. **Union Notification:** On 10/22/2015, the Department notified the following employee organizations of this PSC/RFP request:  
Municipal Executive Association; Professional & Tech Engrs, Local 21

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

Name: William Lee Phone: 415-558-3866 Email: william.lee@sfgov.org

Address: 1011 Turk Street San Francisco, CA 94102

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 42162 - 15/16

DHR Analysis/Recommendation:

action date: 12/21/2015

Commission Approval Required

Approved by Civil Service Commission

12/21/2015 DHR Approved for 12/21/2015

**Modification**  
**Personal Services Contracts**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION

Dept. Code: AIR

Type of Request:  Initial  Modification of an existing PSC (PSC # 39039 - 15/16)

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

Type of Service: Airport Audio/Video Conferencing System Support

Funding Source: Airport Operating Capital Funds

PSC Original Approved Amount: \$100,000

PSC Original Approved Duration: 04/04/16 - 04/03/21 (5 years)

PSC Mod#1 Amount: \$1,300,000

PSC Mod#1 Duration: 04/03/21-12/31/22 (1 year 38 weeks)

PSC Mod#2 Amount: \$2,200,000

PSC Mod#2 Duration: 12/31/22-12/31/23 (1 year)

PSC Cumulative Amount Proposed: \$3,600,000

PSC Cumulative Duration Proposed: 7 years 38 weeks

**1. Description of Work**

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

System implementer to provide San Francisco International Airport (SFO or Airport) with on-going design, configuration, implementation, integration, maintenance and support services to ensure the continuing operation of the existing audio/video (AV) conferencing systems at certain Airport locations and the deployment of the system at new Airport locations as-needed.

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

In order to address the constraints of organizing onsite meetings, the Airport implement a customized AV System design based on the Airport's requirements. The system allows for centralized system control that allows multiple locations to connect in a conferencing session. If denied, the Airport would not be able to provide this functionality for onsite meetings.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.  
PSC 39039-15/16

D. Will the contract(s) be renewed?

Yes, if this service is still needed 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:

Need to align term with the new contract.

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

A. Display all that apply

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

Explain the qualifying circumstances:

This is a short term project with specialized skills to maintain this equipment.

B. Reason for the request for modification:

Need to add money and time.

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

- A. Specify required skills and/or expertise: Experience in designing, configuring, implementing, integrating, maintaining, troubleshooting, and supporting the customized AV conferencing system in the SFO environment.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1043, IS Engineer-Senior; 1044, IS Engineer-Principal; 1093, IT Operations Support Admn III;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: It is possible in the course of support that the contractor will need to provide parts and accessories.

**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.  
As stated above, SFO internal Service Desk staff will provide Level 1 support but for more complicated issues, the contractor will need to provide support.
- 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, not at this time considering the size of the contract.

**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.  
It is possible that the 1043, 1044, and 1093 may receive 1-4 hours of training over the course of the contract.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.

No.

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

No.

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

Yes, Thresher Communications

7. **Union Notification:** On 04/18/18, 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: Cynthia Avakian Phone: 650-821-2014 Email: cynthia.avakian@flsfo.com

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

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 39039 - 15/16

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/04/2018

# **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:** Wednesday, April 18, 2018 11:49 AM  
**To:** Cynthia Avakian (AIR); tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; amakayan@ifpte21.org; L21PSCReview@ifpte21.org; DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Modification Request to PSC # 39039 - 15/16 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The AIRPORT COMMISSION -- AIR has submitted a modification request for a Personal Services Contract (PSC) for \$2,200,000 for services for the period December 31, 2022 – December 31, 2023. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

If SEIU is one of the unions that represents the classes you identified in the initial PSC and the cumulative amount of the request is over \$100,000, there is a 60 day review period for SEIU

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/8646>

Email sent to the following addresses: [L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org) [amakayan@ifpte21.org](mailto:amakayan@ifpte21.org) [pkim@ifpte21.org](mailto:pkim@ifpte21.org) [kschumacher@ifpte21.org](mailto:kschumacher@ifpte21.org) [tmathews@ifpte21.org](mailto:tmathews@ifpte21.org)

# **Additional Attachment(s)**



PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION

Dept. Code: AIR

Type of Request:  Initial  Modification of an existing PSC (PSC # 39039 - 15/16)

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

Type of Service: Airport Audio/Video Conferencing System Support

Funding Source: Airport Operating Capital Funds

PSC Original Approved Amount: \$100,000

PSC Original Approved Duration: 04/04/16 - 04/03/21 (5 years)

PSC Mod#1 Amount: \$1,300,000

PSC Mod#1 Duration: 04/03/21-12/31/22 (1 year 38 weeks)

PSC Cumulative Amount Proposed: \$1,400,000

PSC Cumulative Duration Proposed: 6 years 38 weeks

**1. Description of Work**

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

System implementer to provide San Francisco International Airport (SFO or Airport) with on-going design, configuration, implementation, integration, maintenance and support services to ensure the continuing operation of the existing audio/video (AV) conferencing systems at certain Airport locations and the deployment of the system at new Airport locations as-needed.

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

In order to address the constraints of organizing onsite meetings, the Airport implement a customized AV System design based on the Airport's requirements. The system allows for centralized system control that allows multiple locations to connect in a conferencing session. If denied, the Airport would not be able to provide this functionality for onsite meetings.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.  
PSC 39039-15/16

D. Will the contract(s) be renewed?

Yes, if this service is still needed 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 term is set to align with current approvals.

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

A. Display all that apply

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

Explain the qualifying circumstances:

This is a short term project with specialized skills to maintain this equipment.

B. Reason for the request for modification:

Need to increase the amount and term.

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

- A. Specify required skills and/or expertise: Experience in designing, configuring, implementing, integrating, maintaining, troubleshooting, and supporting the customized AV conferencing system in the SFO environment.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1043, IS Engineer-Senior; 1044, IS Engineer-Principal; 1093, IT Operations Support Admn III;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: It is possible in the course of support that the contractor will need to provide parts and accessories.

**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.  
As stated above, SFO internal Service Desk staff will provide Level 1 support but for more complicated issues, the contractor will need to provide support.
- 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, not at this time considering the size of the contract.

**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.  
It is possible that the 1043, 1044, and 1093 may receive 1-4 hours of training over the course of the contract.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.

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

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

7. **Union Notification:** On 03/13/17, 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: 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# 39039 - 15/16

DHR Analysis/Recommendation:

04/17/2017

Commission Approval Required

Approved by Civil Service Commission

04/17/2017 DHR Approved for 04/17/2017

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION

Dept. Code: AIR

Type of Request:  Initial  Modification of an existing PSC (PSC # 41351 - 14/15)

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

Type of Service: As-Needed Pre-Employment Background Investigative Services

Funding Source: Airport Operating Funds

PSC Original Approved Amount: \$100,000

PSC Original Approved Duration: 07/01/15 - 06/30/22 (7 years 1 day)

PSC Mod#1 Amount: \$100,000

PSC Mod#1 Duration: 06/30/22-12/31/23 (1 year 26 weeks)

PSC Cumulative Amount Proposed: \$200,000

PSC Cumulative Duration Proposed: 8 years 26 weeks

**1. Description of Work**

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

Proposed work will consist of as-needed background investigative services for safety-sensitive classifications at the San Francisco International Airport (SFO or Airport) during the pre-employment hiring process.

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

Services are needed to identify job applicants whose behavior could create an unsafe environment or pose a security risk. As the Airport operates 24 hours a day, 7 days a week, and approvals to recruit and fill positions tend to come in batches, the need for this service varies greatly from week to week and month to month. Denial of services will pose a safety risk, jeopardizing all those who depend on the Airport for travel, and those who work at the Airport.

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

Yes, PSC 41351-14/15

**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:**

Need to align approval with the contract term.

**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:

Background investigative services for safety-sensitive classifications are required on an as-needed, intermittent basis.

B. Reason for the request for modification:

Need to increase time and compensation.

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

- A. Specify required skills and/or expertise: Specific required skills include the ability to investigate backgrounds of potential candidates for safety-sensitive employees and/or classifications through records held by local, State and Federal criminal justice systems, the California Department of Motor Vehicles, and other systems whose incumbents must obtain security clearances due to their access to the California Law Enforcement Telecommunication System (CLETS) Terminals. Third party investigators must be Licensed Private Investigators or Attorneys.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1823, Senior Administrative Analyst; 1824, Pr Administrative Analyst; Q004, Police Officer 3; Q052, Sergeant 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?**

Not Applicable

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

- A. Explain why civil service classes are not applicable.  
While certain Police Officer classifications perform background investigations for officers, no one civil service classification is responsible for background investigations of civilian job applicants for safety-sensitive 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, it would not be practical to adopt a new civil service class to perform this work. As-needed background checks for safety-sensitive positions do not occur frequently. Adoption of a new civil service classification is not practical due to the inconsistent nature of this work.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
No training is anticipated for this service due to the infrequent and intermittent nature of the work.

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

**7. Union Notification:** On 04/06/18, the Department notified the following employee organizations of this PSC/RFP request:  
SFPOA - Q2-Q50; 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# 41351 - 14/15

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/04/2018

# **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 06, 2018 7:23 PM  
**To:** Cynthia Avakian (AIR); tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Modification Request to PSC # 41351 - 14/15 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The AIRPORT COMMISSION -- AIR has submitted a modification request for a Personal Services Contract (PSC) for \$100,000 for services for the period June 30, 2022 – December 31, 2023. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

If SEIU is one of the unions that represents the classes you identified in the initial PSC and the cumulative amount of the request is over \$100,000, there is a 60 day review period for SEIU

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/10887>

Email sent to the following addresses: [L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org) [pkim@ifpte21.org](mailto:pkim@ifpte21.org) [kschumacher@ifpte21.org](mailto:kschumacher@ifpte21.org) [tmathews@ifpte21.org](mailto:tmathews@ifpte21.org)



## Choi, Suzanne (HRD)

---

**From:** Cynthia Avakian (AIR)  
**Sent:** Wednesday, April 25, 2018 1:07 PM  
**To:** gdelagnes@sfpoa.org  
**Cc:** DHR-PSCCoordinator, DHR (HRD)  
**Subject:** FW: Receipt of Modification Request to PSC # 41351 - 14/15 - MODIFICATIONS

SFPOA Staff,

This PSC request did not auto populate the email to the SFPOA Union from the City's PSC Database so I have included this email message to you.

Please let me know if you have further questions.

Thanks,

Cynthia  
Tel 650-821-2014

-----Original Message-----

**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) [<mailto:dhr-psccordinator@sfgov.org>] On Behalf Of [cynthia.avakian@flysfo.com](mailto:cynthia.avakian@flysfo.com)  
**Sent:** Friday, April 6, 2018 7:23 PM  
**To:** Cynthia Avakian (AIR); [tmathews@ifpte21.org](mailto:tmathews@ifpte21.org); [kschumacher@ifpte21.org](mailto:kschumacher@ifpte21.org); [pkim@ifpte21.org](mailto:pkim@ifpte21.org); [L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Modification Request to PSC # 41351 - 14/15 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The AIRPORT COMMISSION -- AIR has submitted a modification request for a Personal Services Contract (PSC) for \$100,000 for services for the period June 30, 2022 – December 31, 2023. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

If SEIU is one of the unions that represents the classes you identified in the initial PSC and the cumulative amount of the request is over \$100,000, there is a 60 day review period for SEIU

After logging into the system please select link below:

<https://na01.safelinks.protection.outlook.com/?url=http%3A%2F%2Fapps.sfgov.org%2Fdhrdrupal%2Fnode%2F10887&data=02%7C01%7Cynthia.avakian%40flysfo.com%7Ce156842941f848f60afd08d59c2ea803%7C22d5c2cfce3e443d9a7fdfcc0231f73f%7C0%7C0%7C636586646575630005&sdata=JPCEeIGPIZbMSCNIN0SSg2AxXC5OuXxi5hQRj9O3LDg%3D&reserved=0>

Email sent to the following addresses: [L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org) [pkim@ifpte21.org](mailto:pkim@ifpte21.org) [kschumacher@ifpte21.org](mailto:kschumacher@ifpte21.org) [tmathews@ifpte21.org](mailto:tmathews@ifpte21.org)

# **Additional Attachment(s)**

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

Department: AIRPORT COMMISSION -- AIRDept. Code: AIRType of Request:       Initial       Modification of an existing PSC (PSC # \_\_\_\_\_)Type of Approval:       Expedited     Regular       Annual       Continuing     (Omit Posting)Type of Service: As-Needed Pre-Employment Background Investigative ServicesFunding Source: Airport Operating FundsPSC Amount: \$100,000PSC Est. Start Date: 07/01/2015PSC Est. End Date 06/30/2022**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

Proposed work will consist of as-needed background investigative services for safety-sensitive classifications at the San Francisco International Airport (SFO or Airport) during the pre-employment hiring process.

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

Services are needed to identify job applicants whose behavior could create an unsafe environment or pose a security risk. As the Airport operates 24 hours a day, 7 days a week, and approvals to recruit and fill positions tend to come in batches, the need for this service varies greatly from week to week and month to month. Denial of services will pose a safety risk, jeopardizing all those who depend on the Airport for travel, and those who work at 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.**

Services have been provided through a personal services contract under the authority of PSC approval #3087-09/10.

**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.**

A seven year contract has been requested for this service.

**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:**

Background investigative services for safety-sensitive classifications are required on an as-needed, intermittent basis.

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

**A. Specify required skills and/or expertise:** Specific required skills include the ability to investigate backgrounds of potential candidates for safety-sensitive employees and/or classifications through records held by local, State and Federal criminal justice systems, the California Department of Motor Vehicles, and other systems whose incumbents must obtain security clearances due to their access to the California Law

Enforcement Telecommunication System (CLETS) Terminals. Third party investigators must be Licensed Private Investigators or Attorneys.

- B. Which, if any, civil service class(es) normally perform(s) this work? 1823, Senior Administrative Analyst; 1824, Pr Administrative Analyst; Q004, Police Officer 3; Q052, Sergeant 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?**

No single civil service classification normally performs this work. Members of the Police Department do background investigative checks on police officers when assigned desk duty, but do not perform background investigative checks on civilians. Police Department investigations are much greater than what is normally needed for most safety-sensitive positions at the Airport.

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

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

While certain Police Officer classifications perform background investigations for officers, no one civil service classification is responsible for background investigations of civilian job applicants for safety-sensitive 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, it would not be practical to adopt a new civil service class to perform this work. As-needed background checks for safety-sensitive positions do not occur frequently. Adoption of a new civil service classification is not practical due to the inconsistent nature of this work.

**6. Additional Information**

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

- 7. Union Notification:** On 03/06/2015, the Department notified the following employee organizations of this PSC/RFP request:  
Professional & Tech Engrs, Local 21; SFPOA - Q2-Q50

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

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

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 41351 - 14/15

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 03/30/2015

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: ENVIRONMENT

Dept. Code: ENV

Type of Request:  Initial  Modification of an existing PSC (PSC # 4062-12/13)

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

Type of Service: Outreach, Marketing

Funding Source: Department Funds and Grant Funds

PSC Original Approved Amount: \$5,000,000

PSC Original Approved Duration: 07/01/13 - 06/30/18 (5 years)

PSC Mod#1 Amount: \$6,000,000

PSC Mod#1 Duration: 07/01/18-06/30/22 (4 years 1 day)

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

PSC Mod#2 Duration: 07/01/22-06/30/24 (2 years 1 day)

PSC Cumulative Amount Proposed: \$17,000,000

PSC Cumulative Duration Proposed: 11 years 2 days

**1. Description of Work**

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

Assist the Department in designing, developing, facilitating, and implementing outreach and social marketing programs and creative multilingual campaigns in various areas including waste reduction, reuse, recycling, toxics reduction, energy efficiency and climate adaptation, etc. Additionally, contractor will provide research assistance such as surveys, focus groups, and other forms of market research.

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

Public outreach and education aimed at all levels of San Francisco business and residents is critical to implementing and attaining many of the City's policies and ordinances including: zero waste goal of 2020, renewable energy generation by 2020, & conduct research to gauge effectiveness of outreach. Without this contract, Department would have difficulty meeting board-mandated goals.

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

These services were provided in the past under PSC 4062-12/13, approved 2/4/2013 and 6/20/2016.

D. Will the contract(s) be renewed?

No, if the service is needed again, it will be bid.

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

The department expects an ongoing need for outreach and marketing services due to the constantly changing foci of its environmental programs, which are determined by evolution of consumer trends and technological advances. These services are needed intermittently and, often,

expeditiously as new projects arise. There is continuing need for innovative and effective approaches to public outreach and engagement in the department's programs and projects to ensure a level of participation that will mitigate human and environmental health hazards.

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

A. Display all that apply

- Short-term or capital projects requiring diverse skills, expertise and/or knowledge.
- Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).

Explain the qualifying circumstances:

The work requires highly specialized marketing and research expertise in multiple environmental program areas. The work is intermittent, with different skills needed for different projects and the projects vary, depending on program goals and City regulations.

B. Reason for the request for modification:

To increase PSC amount by an additional \$6,000,000 for a cumulative total of \$17,000,000; and to increase the duration by 2 years to 06/30/2024 for a cumulative duration of 11 years. The Department of the Environment is seeking these modifications to accommodate increased need in these services.

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

- A. Specify required skills and/or expertise: Highly specialized marketing and research expertise in the areas of recycling, toxics reduction, renewable energy, energy efficiency, waste reduction, environmental justice, transportation and climate change. Experience in public engagement, specifically with underserved communities of San Francisco.
- 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.  
This work requires specialized marketing and engagement skills that the City does not currently possess.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: See addendum.

**6. Additional Information**

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

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

**7. Union Notification:** On 04/20/18, the Department notified the following employee organizations of this PSC/RFP request:  
all unions were notified

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

Name: Victoria Chan Phone: 415-355-3704 Email: victoria.w.chan@sfgov.org

Address: 1255 Market St, #1200, San Francisco, CA 94103

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 4062-12/13

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/04/2018



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

## Chan, Victoria (ENV)

---

**From:** dhr-psccordinator@sfgov.org on behalf of victoria.w.chan@sfgov.org  
**Sent:** Friday, April 20, 2018 3:41 PM  
**To:** Chan, Victoria (ENV); sarah.wilson@seiu1021.org; kschumacher@ifpte21.org; kpage@ifpte21.org; 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@sffdlocal798.org; cityworker@sfcwu.org; davidmkersten@gmail.com; djohnson@opcmllocal300.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; camaguey@sfmea.com (contact); ecdemvoter@aol.com; thomas.vitale@seiu1021.org; DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Modification Request to PSC # 4062-12/13 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The ENVIRONMENT -- ENV has submitted a modification request for a Personal Services Contract (PSC) for \$6,000,000 for services for the period July 1, 2022

– June 30, 2024. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

If SEIU is one of the unions that represents the classes you identified in the initial PSC and the cumulative amount of the request is over \$100,000, there is a 60 day review period for SEIU

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/6704>

Email sent to the following addresses: Please check the record to see if you selected a union where a corresponding email in the TO: field isn't present.

Either you selected none or there is no email entered in the system by that particular union

# **Additional Attachment(s)**

**Outreach, Marketing Services for the Department of the Environment**

Q. 5B. Would it be practical to adopt a new civil service class to perform this work?  
Explain.

No. Contractor(s) provides a wide range of specialized services. In cases such as telemarketing, contractor would provide a large number of people for a project that is of short duration - this would not merit full-time civil service employment. In the case of conducting focus groups, contractor would bring specialized knowledge of quantitative and qualitative research methodologies and approaches—also for short durations and with unpredictable frequency—which would not merit the creation of a civil service class.

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

Department: ENVIRONMENTDept. Code: ENV

Type of Request:  Initial  Modification of an existing PSC (PSC # 4062-12/13)

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

Type of Service: Outreach, MarketingFunding Source: Department Funds and Grant FundsPSC Original Approved Amount: \$5,000,000PSC Original Approved Duration: 07/01/13 - 06/30/18 (5 years)PSC Mod#1 Amount: \$6,000,000PSC Mod#1 Duration: 07/01/18-06/30/22 (4 years 1 day)PSC Cumulative Amount Proposed: \$11,000,000PSC Cumulative Duration Proposed: 9 years 1 day**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

Assist the Department in designing, developing, facilitating, and implementing outreach and social marketing programs and creative multilingual campaigns in various areas including waste reduction, reuse, recycling, toxics reduction, energy efficiency and climate adaptation, etc. Additionally, contractor will provide research assistance such as surveys, focus groups, and other forms of market research.

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

Public outreach and education aimed at all levels of San Francisco business and residents is critical to implementing and attaining many of the City's policies and ordinances including: zero waste goal of 2020, renewable energy generation by 2020, & conduct research to gauge effectiveness of outreach. Without this contract, Department would have difficulty meeting board-mandated goals.

**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 4062-12/13

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

No, if the service is needed again, it will be bid.

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

The department has an on-going need for outreach and marketing services, based on ever-expanding environmental programs in a variety of areas. The services are needed on an intermittent basis as new projects develop. Having long-term contracts in place allows department staff to concentrate on oversight of the process rather than bidding and re-bidding the same type of service.

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

## A. Display all that apply

- Short-term or capital projects requiring diverse skills, expertise and/or knowledge.
- Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).

## Explain the qualifying circumstances:

The work requires highly specialized marketing and research expertise in multiple environmental program areas. The work is intermittent, with different skills needed for different projects and the projects vary, depending on program goals and City regulations.

## B. Reason for the request for modification:

Increase approval to \$11,000,000 total, and extend term to 6/30/2024 in order to accommodate need for increased services.

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

- A. Specify required skills and/or expertise: Highly specialized marketing and research expertise in the areas of recycling, toxics reduction, renewable energy, energy efficiency, waste reduction, environmental justice, transportation and climate change. Experience in public engagement, specifically with underserved communities of San Francisco.
- 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.  
This work requires specialized marketing and engagement skills that the City does not currently possess.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: See addendum.

**6. Additional Information**

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

No.

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

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.

Increase to some contracts plus RFP for additional services

7. **Union Notification:** On 04/21/16, 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: Rachel Buerkle Phone: 415-355-3704 Email: Rachel.Buerkle@sfgov.org

Address: 1255 Market St, #1200, San Francisco, CA 94103

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 4062-12/13

DHR Analysis/Recommendation:

06/20/2016

Commission Approval Required  
conditions

Approved by Civil Service Commission with

06/20/2016 DHR Approved for 06/20/2016



# CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE  
MAYOR

February 8, 2013

## NOTICE OF CIVIL SERVICE COMMISSION ACTION

**SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACT NUMBERS 4059-12/13 THROUGH 4073-12/13; 4094-10/11; 4009-7/08; 4023-09/10; 4028-06/07.**

KATE FAVETTI  
PRESIDENT

SCOTT R. HELDFOND  
VICE PRESIDENT

MARY Y. JUNG  
COMMISSIONER

E. DENNIS NORMANDY  
COMMISSIONER

At its meeting of February 4, 2013 the Civil Service Commission had for its consideration the above matter.

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


JENNIFER C. JOHNSTON  
EXECUTIVE OFFICER

### The Commission:

- (1) Approved the request to withdraw PSC# 4065-12/13 at the request of Department of Human Resources. (Vote of 4 to 0)
- (2) Adopt the report; Approved the request for approval of PSC# 4066-12/13 as amended to reflect a contract duration of five years instead of six. Notified the Office of the Controller and the Office of Contract Administration. (Vote of 4 to 0)
- (3) Adopt the report; Approved the request for approval of PSC#4072-12/13 on the condition that the department reports back on its discussion with SEIU after one year. Notify the Office of the Controller and the Office of Contract Administration. (Vote of 4 to 0)
- (4) Adopt the report; Approved the request for approval of PSC# 4073-12/13 as amended to reflect that the contract will be renewed after it has come before the Board of Supervisors. Notify the Office of the Controller and the Office of Contract Administration. (Vote of 4 to 0)
- (5) Adopt the report; Approved the requests for all remaining contracts. Notified the Office of the Controller and the Office of Contract Administration. (Vote of 4 to 0)

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

CIVIL SERVICE COMMISSION

  
JENNIFER JOHNSTON  
Executive Officer

Attachment



POSTING FOR  
02/04/2013

PROPOSED PERSONAL SERVICES CONTRACTS - Regular

PSC No	Dept No.	Dept Name	Approval Type	Contract Amount	Description of Work	Duration
4059-12/13	09	Controller	Regular	\$75,000	The Contractor will conduct a benchmarking study to identify best practices in community engagement, specifically as they relate to planning the City's general obligation bond programs, construction, & capital projects. In this context, community engagement includes information, consultation, engagement, and empowering activities that provide members of the public with direct ways to be involved in public life & decision making, particularly on issues in which they have a direct interest. The City greatly values citizen input & community engagement, as they are vital components for the City's construction planning & decision making. The goal of this study is to determine potential cost savings by identifying improvements to the City's current community engagement practices. The Contractor will (1) describe the City's current policies & practices for engaging communities & soliciting public input; (2) identify & research at least three comparable jurisdictions to determine community engagement best practices; and (3) recommend a set of best practices & a roadmap of strategies & plans for how to implement effective, cost-efficient community engagement.	12/1/2012 - 1/30/2013
4060-12/13	09	Controller	Regular	\$75,000	The Contractor will conduct a benchmarking study to map San Francisco's project compliance & approval process & policies, specifically as they relate to the City's general obligation bond programs' construction & capital projects. The goal of this study is to determine opportunities for time & cost efficiency gains by identifying improvements to the process. As such, the selected Contractor will (1) describe the City's current project compliance & approval process & policies; (2) identify & research at least three comparable jurisdictions to determine project compliance & approval process best practices; and (3) recommend a roadmap of strategies & plans for how to improve the City's project compliance & approval process, making it more time and cost efficient.	1/1/2013 - 2/31/2013
4061-12/13	22	Environment	Regular	\$1,000,000	A qualified environmental professional contractor to conduct environmental site assessments, prepare cleanup plans and conduct remediation of privately-owned and public properties located in the Southeast area of San Francisco, as part of a Brownfield's project supported by federal grant awards from the U.S. Environmental Protection Agency (EPA). Specifically, the environmental professional is required to develop opinions and conclusions regarding conditions indicative of releases or threatened releases of hazardous substances and petroleum chemicals, as specified by EPA regulations (70 FR 66070, Nov. 1, 2005), for Brownfield sites.	2/1/2013 - 2/30/2017
4062-12/13	22	Environment	Regular	\$5,000,000	Assist the Department of designing, developing, facilitating, and implementing outreach and social marketing programs and creative multilingual campaigns in various areas including waste reduction, reuse, recycling, toxics reduction, energy efficiency and climate adaptation, etc. Additionally, contractor will provide research assistance such as surveys, focus groups, and other forms of market research.	7/1/2013 - 6/30/2018
4063-12/13	28	Art Commission	Regular	\$77,200	Artist team will design & fabricate a ceramic tile mosaic for the Ardejon Walker Stair Replacement Project.	1/1/2013 - 2/31/2016

PERSONAL SERVICES CONTRACT SUMMARY

DATE: 12/06/12

DEPARTMENT NAME ENVIRONMENT

DEPARTMENT NUMBER 22

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

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

TYPE OF SERVICE: Outreach, education and marketing services for various Zero Waste, Toxics Reduction, Energy and Climate Change programs

FUNDING SOURCE: Department Funds and Grant Funds

PSC AMOUNT: \$5,000,000

PSC DURATION: 07/01/13- 06/30/18

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

Assist the Department in designing, developing, facilitating, and implementing outreach and social marketing programs and creative multilingual campaigns in various areas including waste reduction, reuse, recycling, toxics reduction, energy efficiency and climate adaptation, etc. Additionally, contractor will provide research assistance such as surveys, focus groups, and other forms of market research.

B. Explain why this service is necessary and the consequences of denial: Public outreach and education aimed at all levels of San Francisco business and residents is critical to implementing and attaining many of the city's policies and ordinances including: zero waste goal of 2020, renewable energy generation by 2020, & green building codes. Contractor will help Department develop outreach campaigns to target specific audiences and conduct research to gauge effectiveness of outreach. Without this contract, Department would have difficulty meeting board-mandated goals.

C. Explain how this service has been provided in the past (if this service was previously approved by the Civil Service Commission, indicate most recent personal services contract approval number): This service was previously performed under PSC # 4182-07/08, approved on July 7, 2008.

D. Will the contract(s) be renewed: No, if the service is needed again, it will be bid.

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

Local 21 Union Name Signature of person mailing / faxing form Date 12/6/12

RFP sent to Union Name, on Date Signature

\*\*\*\*\*

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# STAFF ANALYSIS/RECOMMENDATION:

CIVIL SERVICE COMMISSION ACTION: -158-

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

Highly specialized marketing and research expertise in the areas of recycling, toxics reduction, renewable energy, energy efficiency, waste reduction, environmental justice, transportation and climate change.

Experience in public engagement, specifically with underserved communities of San Francisco

B. Which, if any, civil service class normally performs this work? None.

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

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable: This work requires specialized marketing and engagement skills that the City does not currently possess.

B. Would it be practical to adopt a new civil service class to perform this work? Explain. No. Contractor and subcontractors provide a wide range of specialized services. In cases such as telemarketing, contractor would provide a large number of people for a project that is of short duration—this would not merit full-time civil service employment. In the case of conducting focus groups, special knowledge is required, and again duration and frequency of project do not merit creation of civil service class.

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

<u>Yes</u>	<u>No</u>
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A. Will the contractor directly supervise City and County employees?

X

B. Will the contractor train City and County employees?

X

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

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

X

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

X

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

X

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

X

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

*Rachel C. Buerkle*

Signature of Departmental Personal Services Contract Coordinator

Rachel C. Buerkle  
Print or Type Name

415-355-3704  
Telephone Number

Department of the Environment, 11 Grove St. San Francisco, CA 94102

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION

Dept. Code: PUC

Type of Request:  Initial  Modification of an existing PSC (PSC # 35293 - 16/17)

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

Type of Service: As-Needed Environmental Services for the SFPUC (CS-242)

Funding Source: WSIP/ Non WSIP Capital Projects

PSC Original Approved Amount: \$0

PSC Original Approved Duration: 09/12/16 - 01/30/22 (5 years 20 weeks)

PSC Mod#1 Amount: \$7,400,000

PSC Mod#1 Duration: no duration added

PSC Mod#2 Amount: \$16,000,000

PSC Mod#2 Duration: no duration added

PSC Cumulative Amount Proposed: \$23,400,000

PSC Cumulative Duration Proposed: 5 years 20 weeks

**1. Description of Work**

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

Contract work consists of as-needed environmental tasks for the SFPUC Water System Improvement Project (WSIP) and non-WSIP projects, such as providing specialized natural resource and environmental planning expertise and services; analysis, research, reports, studies and recommendations; and preparing regulatory documents/permits.

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

The regional and local WSIP and non-WSIP projects require additional short-term, specialized work and technical expertise to support the environmental and design phases. Without the information and recommendations generated by this specialized expertise, the environmental compliance and design phases can be delayed or stopped. This would mean that construction would be delayed or, if permits were not obtained, disallowed.

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 is currently being provided via PSC No.35293-16/17 (CS-242).

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:

A duration greater than 5 years is needed to continue receiving environmental analysis services, permitting support, and specialized environmental and other technical expertise for our capital projects.

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

A. Display all that apply

- Short-term or capital projects requiring diverse skills, expertise and/or knowledge.
- Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).

Explain the qualifying circumstances:

The City's civil service classes do not have the necessary specialized knowledge, expertise, and training that is needed for this project. Further, the services are required on an as-needed basis

B. Reason for the request for modification:

The agreements are being amended to add capacity. The amendment to this PSC is to align the PSC amount and duration with the contract amount and duration.

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

- A. Specify required skills and/or expertise: Detailed knowledge of California Environmental Quality Act (CEQA) and National Environmental Protection Act (NEPA) statutes, regulations, and guidance; natural resource policy, planning, and management; comprehensive expertise in environmental disciplines (e.g. biology, geology, hydrology, natural resource economics, etc); survey protocols, mitigation, and environmental permitting/approval requirements; and expert environmental analysis and report writing skills.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5260, Architectural Assistant 1; 5298, Planner 3-Environmental Review; 5299, Planner 4-Environmental Review; 5602, Utility Specialist;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

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

Not Applicable

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

- A. Explain why civil service classes are not applicable.  
While civil service classes produce environmental-related documentation, these classes do not have certain specialized training and expertise to do the work necessitated by multidisciplinary environmental work. These classifications are generalists, typically without the necessary expertise in specific disciplines (biology, geology, hydrology, natural resource economics, etc.) and the in-depth knowledge of certain environmental planning, review and management activities.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: It would not be practical to adopt a new class due to the specialized nature of the many environmental services required, combined with recognition that these services are required "as-needed" rather than on a consistent full-time basis.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
There will be no training under this PSC.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
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.  
BASELINE(CS-242A)ESA/ORION(CS-242B) URS(CS-242C) RMC(CS-242D)

**7. Union Notification:** On 04/18/18, the Department notified the following employee organizations of this PSC/RFP request:  
Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21;

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

Name: 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# 35293 - 16/17

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/04/2018

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

**Irwin, William**

---

**From:** dhr-psccordinator@sfgov.org on behalf of wirwin@swater.org  
**Sent:** Wednesday, April 18, 2018 4:22 PM  
**To:** Irwin, William; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; amakayan@ifpte21.org; L21PSCReview@ifpte21.org; Jackson, Shamica; DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Modification Request to PSC # 35293 - 16/17 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a modification request for a Personal Services Contract (PSC) for \$16,000,000 for services for the period September 12, 2016 -- January 30, 2022. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

If SEIU is one of the unions that represents the classes you identified in the initial PSC and the cumulative amount of the request is over \$100,000, there is a 60 day review period for SEIU

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/8494>

Email sent to the following addresses: L21PSCReview@ifpte21.org amakayan@ifpte21.org pkim@ifpte21.org kschumacher@ifpte21.org  
tmathews@ifpte21.org



# **Additional Attachment(s)**

Department: PUBLIC UTILITIES COMMISSION

Dept. Code: PUC

Type of Request:     Initial                     Modification of an existing PSC (PSC # 35293 - 16/17)

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

Type of Service: As-Needed Environmental Services for the SFPUC (CS-242)

Funding Source: WSIP/ Non WSIP Capital Projects

PSC Original Approved Amount: \$0

PSC Original Approved Duration: 09/12/16 - 01/30/22 (5 years 20 weeks)

PSC Mod#1 Amount: \$7,400,000

PSC Mod#1 Duration: no duration added

PSC Cumulative Amount Proposed: \$7,400,000

PSC Cumulative Duration Proposed: 5 years 20 weeks

**1. Description of Work**

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

Contract work consists of as-needed environmental tasks for the SFPUC Water System Improvement Project (WSIP) and non-WSIP projects, such as providing specialized natural resource and environmental planning expertise and services; analysis, research, reports, studies and recommendations; and preparing regulatory documents/permits.

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

The regional and local WSIP and non-WSIP projects require additional short-term, specialized work and technical expertise to support the environmental and design phases. Without the information and recommendations generated by this specialized expertise, the environmental compliance and design phases can be delayed or stopped. This would mean that construction would be delayed or, if permits were not obtained, disallowed.

**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 is currently being provided via PSC No.35293-16/17 (CS-242).

**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:**

A duration greater than 5 years is needed to continue receiving environmental analysis services, permitting support, and specialized environmental and other technical expertise for our capital projects.

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

**A. Display all that apply**

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

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

**Explain the qualifying circumstances:**

The City's civil service classes do not have the necessary specialized knowledge, expertise, and training that is needed for this project. Further, the services are required on an as-needed basis

**B. Reason for the request for modification:**

duration with the contract amount and duration.

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

- A. Specify required skills and/or expertise: Detailed knowledge of California Environmental Quality Act (CEQA) and National Environmental Protection Act (NEPA) statutes, regulations, and guidance; natural resource policy planning, and management; comprehensive expertise in environmental disciplines (e.g. biology, geology hydrology, natural resource economics, etc); survey protocols, mitigation, and environmental permitting/approval requirements; and expert environmental analysis and report writing skills.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5260, Architectural Assistant 1; 5298 Planner 3-Environmental Review; 5299, Planner 4-Environmental Review; 5602, Utility Specialist;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

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

Not Applicable

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

- A. Explain why civil service classes are not applicable.  
While civil service classes produce environmental-related documentation, these classes do not have certain specialized training and expertise to do the work necessitated by multidisciplinary environmental work. These classifications are generalists, typically without the necessary expertise in specific disciplines (biology, geology, hydrology, natural resource economics, etc.) and the in-depth knowledge of certain environmental planning, review and management activities.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: It would not be practical to adopt a new class due to the specialized nature of the many environmental services required, combined with recognition that these services are required "as-needed" rather than on a consistent full-time basis.

**6. Additional Information**

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

7. **Union Notification:** On 02/02/17, 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: Shamica Jackson Phone: 415-554-0727 Email: SJackson@sfwater.org

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 35293 - 16/17

DHR Analysis/Recommendation:

03/20/2017

Commission Approval Required

Approved by Civil Service Commission with conditions

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

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION

Dept. Code: PUC

Type of Request:  Initial  Modification of an existing PSC (PSC # 41426 - 14/15)

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

Type of Service: Equipment maintenance and diagnostic services and software customization services

Funding Source: Non general Fund

PSC Original Approved Amount: \$566,000

PSC Original Approved Duration: 05/01/15 - 05/01/20 (5 years 2 days)

PSC Mod#1 Amount: no amount added

PSC Mod#1 Duration: 01/01/16-12/31/20 (34 weeks 6 days)

PSC Mod#2 Amount: \$2,349,857

PSC Mod#2 Duration: 01/01/21-12/31/23 (3 years)

PSC Cumulative Amount Proposed: \$2,915,857

PSC Cumulative Duration Proposed: 8 years 35 weeks

**1. Description of Work**

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

Between 2010-2015, the San Francisco Public Utilities Commission (SFPUC) launched its Automated Water Meter System project. As part of this project, SFPUC deployed the Aclara STAR Fixed Network Automatic Meter Reading System. This system has three components: (1) Aclara Meter Transmission Units (MTU), (2) Aclara Data Collector Units (DCU) and (3) Aclara Star software. These three components work together to gather, report and analyze meter readings from SFPUC customers, thereby automating the process from beginning to end.

The Aclara Data Collector Units, Meter Transmission Units, and Star software are all proprietary to Aclara.

Under this contract, Aclara will: (1) provide repair services for the Aclara's Data Collector Units once their five year warranty expires; (2) investigate faulty meter readings by Aclara's Meter Transmission Units, (3) customize, as necessary, Aclara's Star software to SFPUC's specifications; and (4) train City employees on using the Star software and on installing and trouble-shooting Aclara's Data Collector Units and Meter Transmission Units.

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

The Data Collector Units, Meter Transmission Units, and Star software were purchased as part of SFPUC's recently launched Automated Water Meter System project for which SFPUC expended more than \$60,000,000 and which SFPUC intends to retain for at least ten to fifteen years. In order to protect SFPUC's investment in this system, it is imperative that SFPUC maintain its hardware

components in a manner consistent with the manufacturer's warranty so that they continue to function properly for the expected life of the hardware.

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 41426 - 14/15

D. Will the contract(s) be renewed?

Yes. See "Response to Questions 1D, 5B and 5F".

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 Aclara AMI system was selected pursuant to an RFP, CS-936, issued in 2008. SFPUC commenced its deployment of the system in 2012 at a cost of nearly \$60,000,000. The system is expected to have a life expectancy of 10-15 years (ie through 2022 to 2027). Based on this, it is reasonable to have a contract end date that will reflect the expected end of life date of the system.

## 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:

As-needed Data Collector Units (DCU) diagnostics and repair services will be required only in the event of non-functioning DCU unit not covered by the limited warranty of that unit. As-needed Meter Transmission Units (MTU) investigative services will be required only in the event of non-functioning MTU unit not covered by the limited warranty of that unit. As-needed software customization services will only be provided if SFPUC requires data queries, custom reports, or other customizations with regard to the STAR® software installed on SFPUC's network computers.

B. Reason for the request for modification:

Beginning in 2018, SFPUC Water Enterprise will begin to repair and replace damaged MTUs and DCUs, while simultaneously completing its original Aclara AMI System deployment of which 5% remains incomplete. In so doing, SFPUC will require additional Aclara MTU and DCU hardware for which it currently has no contract. Therefore, SFPUC is requesting to execute Amendment 1 to this Agreement to include the range of Aclara MTU and DCU hardware required to complete this project. Amendment 1 to Agreement 1000000172 will not change the scope of services. Nor will Amendment 1 increase the total funding allocated under this Agreement to those services. Instead, Amendment 1 will allow SFPUC Water Enterprise to purchase additional Aclara MTU and DCU hardware for which it currently has no contract. The attached Revised Calculation of Charges shows the addition of the hardware to the agreement and provides the not to exceed quantities and pricing per part number.

## 3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: The STAR Fixed Network Automatic Meter Reading System is a proprietary system of Aclara and, as such, only Aclara has access to technical

information and source code required to provide the services being performed under this contract.

- B. Which, if any, civil service class(es) normally perform(s) this work? 1044, IS Engineer-Principal;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

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

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 STAR Fixed Network Automatic Meter Reading System is a proprietary system of Aclara and, as such, only Aclara has access to technical information and source code required to provide the services being performed under this contract. However, Aclara will provide training to City employees to perform certain non-proprietary services related to the installation and trouble-shooting of the Data Collector Units and Meter Transmission Units, as well as training staff on how to use the STAR software.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. The STAR Fixed Network Automatic Meter Reading System is a proprietary system of Aclara and, as such, only Aclara has access to technical information and source code required to provide the services being performed under this contract. However, Aclara will provide training to City employees to perform certain non-proprietary services related to the installation and trouble-shooting of the Data Collector Units and Meter Transmission Units, as well as training staff on how to use the STAR 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 contract? If so, please explain what that will entail; if not, explain why not.  
NA
- 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.  
PUC Commission (6/12/18)

F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
See response to question 5(f) from original PSC submission.

7. **Union Notification:** On 05/03/18, the Department notified the following employee organizations of this PSC/RFP request:  
Architect & Engineers, Local 21;

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

Name: Taraneh Moayed Phone: 415-551-4377 Email: tmoayed@sfgwater.org

Address: 525 Golden Gate Avenue, 5th Floor, San Francisco, CA 94102

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 41426 - 14/15

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/04/2018



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

**From:** dhr-psccordinator@sfgov.org  
**To:** Moaved, Taraneh; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Modification Request to PSC # 41426 - 14/15 - MODIFICATIONS  
**Date:** Thursday, May 03, 2018 1:10:02 PM

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PSC RECEIPT of Modification notification sent to Unions and DHR

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a modification request for a Personal Services Contract (PSC) for \$2,349,857 for services for the period January 1, 2021 – December 31, 2023. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

If SEIU is one of the unions that represents the classes you identified in the initial PSC and the cumulative amount of the request is over \$100,000, there is a 60 day review period for SEIU .

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/6227>

Email sent to the following addresses: L21PSCReview@ifpte21.org  
pkim@ifpte21.org  
eerbach@ifpte21.org kpage@ifpte21.org kschumacher@ifpte21.org  
tmathews@ifpte21.org

# **Additional Attachment(s)**

**Appendix B, Revised 7/1/2018**  
**Calculation of Charges**

**I. Calculation of Charges and Not-To-Exceed Amounts by Service Type**

**A. As-Needed DCU Diagnostics and Repair Services:**

- 1) As-Needed DCU Diagnostics and Repair Services will be provided per the Aclara standard hourly rates based on required resource type(s), as defined under Section II.
- 2) Contractor will be reimbursed for bucket truck rentals.
- 3) Contractor will be reimbursed for reasonable travel expenses, including air, hotel, car rental, fuel, tolls, parking and meals, per CONUS Guidelines for services performed on-site.
- 4) The cost for As-Needed DCU Diagnostics and Repair Services shall not exceed Two Hundred Twenty Thousand Dollars and Zero Cents (\$220,000.00).

**B. As-Needed MTU Investigative Services:**

- 1) As-Needed MTU Investigative Services will be provided per the Aclara standard hourly rates based on required resource type(s), as defined under Section II.
- 2) Contractor will be reimbursed for reasonable travel expenses, including air, hotel, car rental, fuel, tolls, parking and meals, per CONUS Guidelines for services performed on-site.
- 3) The cost for As-Needed MTU Investigative Services shall not exceed One Hundred Sixteen Thousand Dollars and Zero Cents (\$116,000.00).

**C. As-Needed Technical Support Services for the STAR Remote Reading System installed on SFPUC's Network Control Computers:**

- 1) As-Needed Technical Support Services for the STAR Remote Reading System Software will be provided per the Aclara standard hourly rates based on required resource type(s), as defined under Section II.
- 2) Contractor will be reimbursed for reasonable travel expenses, including air, hotel, car rental, fuel, tolls, parking and meals, per CONUS Guidelines for services performed on-site.
- 3) The cost for As-Needed Technical Support Services for the STAR Remote Reading System Software shall not exceed One Hundred And Fifty Thousand Dollars and Zero Cents (\$150,000.00).

**D. As-needed Training Services:**

- 1) As-Needed Training Services will be provided per the Aclara standard hourly rates based on required resource type(s), as defined under Section II.
- 2) Contractor will be reimbursed for reasonable travel expenses, including air, hotel, car rental, fuel, tolls, parking and meals, per CONUS Guidelines for services performed on-site.
- 3) The cost for training services shall not exceed Eighty Thousand Dollars and Zero Cents (\$80,000.00).

**Appendix B, Revised 7/1/2018  
Calculation of Charges**

**II. Hourly Rates by Resource Type**

Services will be provided per the Aclara standard hourly rates based on required resource type(s).

Aclara Technical Staff	Standard Hourly Rate	Annual Adjustments
Sr. Technical Advisor	\$250	Hourly rates may not increase by more than the last published Consumer Price Index of the calendar year immediately prior to such increase.  In the event that the Consumer Price Index increases more than three percent (3%) per year then, with respect to related increases in charges under this Agreement, the City shall bear the first 3% of the increase, Contractor shall bear the second 3% of the increase (i.e., 3-6%) and the parties shall equally bear any increase above 6%.
Product Manager	\$200	
Project/ Account Manager	\$195	
Deployment Manager	\$195	
Sr. Engineer	\$185	
Sr. Business Analyst	\$185	
DBA	\$185	
Trainer	\$185	
Engineer/ Support Engineer	\$165	
Business Analyst	\$165	
Equipment Service/ Installation	\$125	
Administrative Support	\$125	

I. DCU and MTU Hardware Pricing

SFPUC may purchase As-Needed DCUs and MTUs based on the pricing schedule provided below and up to an amount not exceed Two Million Three Hundred Forty Nine Thousand Eight Hundred Fifty Seven Dollars and Zero Cents (\$2,349,857.00) based on the following breakdown:

<u>Estimated Hardware NTE Amount:</u>	<u>\$ 2,112,231</u>
<u>Estimated Freight (Not to exceed 2.5% of Total Cost)</u>	<u>\$ 52,806</u>
<u>Tax (estimated at 8.75%):</u>	<u>\$ 184,820</u>
<u>Total Not to Exceed Amount:</u>	<u>\$ 2,349,857</u>

The unit quantities provided in each table are based on estimates. Actual quantities shall vary based on SFPUC's need at the time a purchase order is placed.

**Appendix B, Revised 7/1/2018  
Calculation of Charges**

SFPUC MTU and DCU Pricing				
Item	Description	Part Number	Est. Qty	NTE Unit Price
<b>Option 1: 33xx Series MTUs</b>				
1.1	Single port - Standard Range - Encoder - 12' wire	3321-012-DB	12,000	\$ 73.00
1.2	Single port - Standard Range - Pulse - 12' wire	3321-012-RB	200	\$ 73.00
1.3	Single port - Neptune E-Coder Only - Standard range - 6' wire - Neptune Connector	3321-306-XB	200	\$ 88.00
1.4	Dual port - Standard Range - Encoder - 12' wire	3322-012-DB	1,000	\$ 89.00
1.5	Dual port - Standard Range - Pulse - 12' wire	3322-012-RB	1,000	\$ 89.00
1.6	Single port - Extended Range - Encoder - 12' wire	3321-012-DBW	5,000	\$ 83.00
1.7	Single port - Extended Range - Pulse - 12' wire	3321-012-RBW	200	\$ 83.00
1.8	Dual port - Extended Range - Encoder - 12' wire	3322-012-DBW	1,000	\$ 99.00
1.9	Dual port - Neptune eCoder, extended range - 12' wire	3322-012-XBW	200	\$ 122.00
1.10	Remote Antenna - Encoder - Single Port - 12' wire: purchase antenna separately	3321-012-DBW-A	2,000	\$ 96.00
1.11	Remote Antenna - Encoder - Dual Port - 12' wire: purchase antenna separately	3322-012-DBW-A	2,000	\$ 126.00
<b>Option 2: 34xx Series MTUs</b>				
2.1	Single port - Extended Range - Encoder - 12' wire	3421-012-DBW	12,000	\$ 88.00
2.2	Dual port - Extended Range - Encoder - 12' wire	3422-012-DBW	200	\$ 109.00
2.3	Remote Antenna - Encoder - Single Port - 12' wire: purchase antenna separately	3421-012-DBW-A	200	\$ 110.00
2.4	Remote Antenna - Encoder - Single Port - 12' wire: purchase antenna separately	3422-012-DBW-A	1,000	\$ 144.00
2.5	Single port - Standard Range - Encoder - 12' wire	3451-012-DB	1,000	\$ 93.00
2.6	Single port - Extended Range - Encoder - 12' wire	3451-012-DBW	5,000	\$ 101.00
2.7	Dual port - Extended Range - Encoder - 12' wire	3452-012-DBW	200	\$ 120.00
2.8	Remote Antenna - Encoder - Single Port - 12' wire: purchase antenna separately	3451-012-DBW-A	1,000	\$ 110.00
2.90	Remote Antenna - Encoder - Dual Port - 12' wire: purchase antenna separately	3452-012-DBW-A	200	\$ 144.00
<b>3 Other</b>				
3.1	Pit lid antenna assembly (MTU purchase seperately)	073-3002	3000	\$ 31.31
3.2	USB Field Programmer kit	510-6820	100	\$ 250.00
3.3	Clip, hanger, USB FPP	056-6800	100	\$ 20.00
<b>4 DCUs</b>				
4.1	LTE UPGRADE - ACLARA Installed. Includes LTE Card, New Battery, Preventative Maintenance, all inclusive labor, travel, bucket truck rental costs.	NA	100	\$ 2,250.00
4.2	STAR water DCU	501-9975LTVST1R8-GW	4	\$ 5,000.00
4.3	42Ah Battery	042-9975	5	\$ 375.00
4.4	Antenna	073-0010	5	\$ 85.00
4.5	Transceiver Board	101-9975T-SRFN	0	\$ 1,495.00
4.6	Verizon LTE Card	101-2013-002J4GV	8	\$ 1,700.00
4.7	DCU Mounting Hardware, DCU/Antenna Kit, Round Pole, AC	109-9975RND	5	\$ 420.00
4.8	DCU Mounting Hardware, DCU/Antenna Kit, Round Pole, Solar	109-9975RNDS	5	\$ 420.00

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION

Dept. Code: PUC

Type of Request:  Initial  Modification of an existing PSC (PSC # 41426 - 14/15)

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

Type of Service: Equipment maintenance and diagnostic services and software customization services

Funding Source: Non general Fund

PSC Original Approved Amount: \$566,000

PSC Original Approved Duration: 05/01/15 - 05/01/20 (5 years 2 days)

PSC Mod#1 Amount: no amount added

PSC Mod#1 Duration: 01/01/16-12/31/20 (34 weeks 6 days)

PSC Cumulative Amount Proposed: \$566,000

PSC Cumulative Duration Proposed: 5 years 35 weeks

**1. Description of Work**

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

Between 2010-2015, the San Francisco Public Utilities Commission (SFPUC) launched its Automated Water Meter System project. As part of this project, SFPUC deployed the Aclara STAR Fixed Network Automatic Meter Reading System. This system has three components: (1) Aclara Meter Transmission Units (MTU), (2) Aclara Data Collector Units (DCU) and (3) Aclara Star software. These three components work together to gather, report and analyze meter readings from SFPUC customers, thereby automating the process from beginning to end.

The Aclara Data Collector Units, Meter Transmission Units, and Star software are all proprietary to Aclara.

Under this contract, Aclara will: (1) provide repair services for the Aclara's Data Collector Units once their five year warranty expires; (2) investigate faulty meter readings by Aclara's Meter Transmission Units, (3) customize, as necessary, Aclara's Star software to SFPUC's specifications; and (4) train City employees on using the Star software and on installing and trouble-shooting Aclara's Data Collector Units and Meter Transmission Units.

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

The Data Collector Units, Meter Transmission Units, and Star software were purchased as part of SFPUC's recently launched Automated Water Meter System project for which SFPUC expended more than \$60,000,000 and which SFPUC intends to retain for at least ten to fifteen years. In order to protect SFPUC's investment in this system, it is imperative that SFPUC maintain its hardware components in a manner consistent with the manufacturer's warranty so that they continue to function properly for the expected life of the hardware.

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 41426 - 14/15

D. Will the contract(s) be renewed?  
Yes. See "Response to Questions 1D, 5B and 5F".

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 hardware to be serviced under this contract was purchased and installed between 2010 and 2015 as part of the Automated Water Meter Program (a project which cost over \$60 million dollars). It is imperative that we continue maintaining these units until their expected end of life and/or until we move to another system which we do not anticipate doing for another ten to fifteen years.

## 2. Reason(s) for the Request

A. Display all that apply

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

Explain the qualifying circumstances:

As-needed Data Collector Units (DCU) diagnostics and repair services will be required only in the event of non-functioning DCU unit not covered by the limited warranty of that unit. As-needed Meter Transmission Units (MTU) investigative services will be required only in the event of non-functioning MTU unit not covered by the limited warranty of that unit. As-needed software customization services will only be provided if SFPUC requires data queries, custom reports, or other customizations with regard to the STAR® software installed on SFPUC's network computers.

B. Reason for the request for modification:

We are changing approved contract dates to reflect actual contract execution dates. Approved Dates: 5/1/15 to 5/1/20 Actual Dates: 1/1/16 to 12/31/20

## 3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: The STAR Fixed Network Automatic Meter Reading System is a proprietary system of Aclara and, as such, only Aclara has access to technical information and source code required to provide the services being performed under this contract.

B. Which, if any, civil service class(es) normally perform(s) this work? 1044, IS Engineer-Principal;

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

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



The STAR Fixed Network Automatic Meter Reading System is a proprietary system of Aclara and, as such, only Aclara has access to technical information and source code required to provide the services being performed under this contract. However, Aclara will provide training to City employees to perform certain non-proprietary services related to the installation and trouble-shooting of the DCU's and MTUs and the use of STAR software.

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

A. Explain why civil service classes are not applicable.

The STAR Fixed Network Automatic Meter Reading System is a proprietary system of Aclara and, as such, only Aclara has access to technical information and source code required to provide the services being performed under this contract. However, Aclara will provide training to City employees to perform certain non-proprietary services related to the installation and trouble-shooting of the Data Collector Units and Meter Transmission Units, as well as training staff on how to use the STAR software.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. The STAR Fixed Network Automatic Meter Reading System is a proprietary system of Aclara and, as such, only Aclara has access to technical information and source code required to provide the services being performed under this contract. However, Aclara will provide training to City employees to perform certain non-proprietary services related to the installation and trouble-shooting of the Data Collector Units and Meter Transmission Units, as well as training staff on how to use the STAR 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 contract? If so, please explain what that will entail; if not, explain why not.

Aclara will provide training to City employees to perform certain non-proprietary services related to the installation and trouble-shooting of the DCU's and MTUs, and the use of STAR software.

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

No.

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

No.

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

No.

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

See response to question 5(f) from original PSC submission.

7. **Union Notification:** On 01/07/16, the Department notified the following employee organizations of this PSC/RFP request:

Architect & Engineers, Local 21; Architect & Engineers, Local 21;

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

Name: Taraneh Moayed Phone: 415-551-4377 Email: tmoayed@sfgwater.org

Address: 525 Golden Gate Avenue, 5th Floor, San Francisco, CA 94102

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 41426 - 14/15

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 01/21/2016



CIVIL SERVICE COMMISSION  
CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE  
MAYOR

Sent via Electronic Mail

April 13, 2015

E. DENNIS NORMANDY  
PRESIDENT

DOUGLAS S. CHAN  
VICE PRESIDENT

KATE FAVETTI  
COMMISSIONER

SCOTT R. HELDFOND  
COMMISSIONER

GINA M. ROCCANOVA  
COMMISSIONER

MICHAEL L. BROWN  
EXECUTIVE OFFICER

NOTICE OF CIVIL SERVICE COMMISSION ACTION

**SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACTS NUMBERS 41426-14/15.**

At its meeting of **April 6, 2015** the Civil Service Commission had for its consideration the above matter.

The Commission adopted the report. Approved the request for proposed Personal Services Contract #41426-14/15; Notify the Office of the Controller and the Office of Contract Administration.

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

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

CIVIL SERVICE COMMISSION

MICHAEL L. BROWN  
Executive Officer

Attachment

Cc: Micki Callahan, Department of Human Resources  
Taraneh Moayed, Public Utilities Commission  
Commission File  
Commissioners' Binder  
Chron

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION -- PUC Dept. Code: PUC

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

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

Type of Service: Equipment maintenance and diagnostic services and software customization services

Funding Source: Non general Fund PSC Duration: 5 years 2 days
PSC Amount: \$566,000 PSC Est. Start Date: 05/01/2015 PSC Est. End Date: 05/01/2020

1. Description of Work

A. Scope of Work:

Between 2010-2015, the San Francisco Public Utilities Commission (SFPUC) launched its Automated Water Meter System project. As part of this project, SFPUC deployed the Aclara STAR Fixed Network Automatic Meter Reading System. This system has three components: (1) Aclara Meter Transmission Units (MTU), (2) Aclara Data Collector Units (DCU) and (3) Aclara Star software. These three components work together to gather, report and analyze meter readings from SFPUC customers, thereby automating the process from beginning to end.

The Aclara Data Collector Units, Meter Transmission Units, and Star software are all proprietary to Aclara.

Under this contract, Aclara will: (1) provide repair services for the Aclara's Data Collector Units once their five year warranty expires; (2) investigate faulty meter readings by Aclara's Meter Transmission Units, (3) customize, as necessary, Aclara's Star software to SFPUC's specifications; and (4) train City employees on using the Star software and on installing and trouble-shooting Aclara's Data Collector Units and Meter Transmission Units.

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

The Data Collector Units, Meter Transmission Units, and Star software were purchased as part of SFPUC's recently launched Automated Water Meter System project for which SFPUC expended more than \$60,000,000 and which SFPUC intends to retain for at least ten to fifteen years. In order to protect SFPUC's investment in this system, it is imperative that SFPUC maintain its hardware components in a manner consistent with the manufacturer's warranty so that they continue to function properly for the expected life of the hardware.

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.

With the exception of the warranty services provided for the Data Collector Units under their existing warranties (Contract Number CS-936A) and software customization services for Aclara's Star software (Contract Number CS-936C, ending in June 2015), the services provided under this contract have not been provided in the past.

D. Will the contract(s) be renewed? Yes. See "Response to Questions 1D, 5B and 5F".

2. Union Notification: On 02/06/2015, the Department notified the following employee organizations of this PSC/RFP request: Architect & Engineers, Local 21

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FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 41426 - 14/15

DHR Analysis/Recommendation:
Commission Approval Required
DHR Approved for 03/16/2015

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

A. Specify required skills and/or expertise:

The STAR Fixed Network Automatic Meter Reading System is a proprietary system of Aclara and, as such, only Aclara has access to technical information and source code required to provide the services being performed under this contract.

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

1044,

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

No.

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

A. Explain why civil service classes are not applicable:

The STAR Fixed Network Automatic Meter Reading System is a proprietary system of Aclara and, as such, only Aclara has access to technical information and source code required to provide the services being performed under this contract. However, Aclara will provide training to City employees to perform certain non-proprietary services related to the installation and trouble-shooting of the Data Collector Units and Meter Transmission Units, as well as training staff on how to use the STAR software.

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

No. The STAR Fixed Network Automatic Meter Reading System is a proprietary system of Aclara and, as such, only Aclara has access to technical information and source code required to provide the services being performed under this contract. However, Aclara will provide training to City employees to perform certain

**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? See "Response to Questions 1D, 5B and 5F"	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C. Are there legal mandates requiring the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D. Are there federal or state grant requirements regarding the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
E. Has a board or commission determined that contracting is the most effective way to provide this service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? See "Response to Questions 1D, 5B and 5F"	<input checked="" type="checkbox"/>	<input type="checkbox"/>

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD ON 02/17/2015 BY:

Name: Taraneh Moayed Phone: 415-551-4377 Email: tmoayed@sfgwater.org

Address: 525 Golden Gate Avenue, 5th Floor San Francisco, CA 94102

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH

Dept. Code: DPH

Type of Request:  Initial  Modification of an existing PSC (PSC # 4129-11/12)

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

Type of Service: Children's System of Care Database Information Systems Support

Funding Source: General Fund - Community Behavioral Health

PSC Original Approved Amount: \$600,000

PSC Original Approved Duration: 07/01/12 - 06/30/17 (5 years)

PSC Mod#1 Amount: \$201,600

PSC Mod#1 Duration: 07/01/17-06/30/19 (2 years)

PSC Mod#2 Amount: \$50,000

PSC Mod#2 Duration: 07/01/17-06/30/20 (1 year 1 day)

PSC Mod#3 Amount: \$175,000

PSC Mod#3 Duration: no duration added

PSC Cumulative Amount Proposed: \$1,026,600

PSC Cumulative Duration Proposed: 8 years 1 day

**1. Description of Work**

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

The proposed work has three components. First, the Contractor will provide on-going 24/7/365 access for the application, and maintenance services for the comprehensive web-based database application, the Shared Youth Database, which is a customized database that creates matched records for children adolescent clients served by the Department of Public Health, San Francisco Human Services Agency, San Francisco Juvenile Probation Department and San Francisco Unified School District. This data base is used to identify opportunities for early intervention, care planning, practice improvement, and research. Second, the Contractor will complete building a data dashboard and associated reports using data obtained from Avatar, the behavioral health electronic health record. Third, the Contractor will build Clinical Reports, specifically ANSA (Adult Mental Health Outcome measure) reports that mirror those they previously built for CANS (Child/Youth outcome measure). The Data Dashboard and Clinical Reports components will involve the development of the reports, followed by training DPH IT staff to create similar new reports or modify existing reports using Crystal Reports. The training component is critical in that these reports require more complex programming than is typically done within Avatar and we are committed to building internal capacity to produce and maintain reports with the Avatar environment.

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

The funds will continue providing ongoing training, maintenance, consulting, and custom services for the web-based Shared Youth Database. The Shared Youth Database is powered by the contractors proprietary DCAR, comprehensive web-based application that is solely supported and maintained by the contractor. The funds will also support the completion of two projects for which existing DPH IT staff do not have the technical expertise, the Data Dashboard (which exists in the DCAR system) and Clinical Reports (which also exist for CANS data in the DCAR system). There are no new services in the requested amount, and proposed services are for current applications that are already in use by the

Department of Public Health. Denial of this request will result in losing access to the Shared Youth Database which tracks all the records and service needs of the children and adolescent clients. Denial will also result in losing the ability to complete the data dashboard and clinical reports, which are critical products for utilization management needed as we plan for health reform.

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.  
4062-04/05

D. Will the contract(s) be renewed?

Yes

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

The Department wishes to extend the current contract by one year as it funds a continued need for these services, which provide a proprietary web-based database on juvenile clients used by the Department's Behavioral Health Services, the San Francisco Unified School District, and the Juvenile Probation Department, to access and coordinate services for clients which they have in common. The Department expects that these services will be include in any review of the Department's many information systems as part of preparations for implementation of a new, Department-wide Electronic Health Record (E HR) system.

## 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:

support services for the applications or hardware must be covered by contractor. Support, warranties and guaranties included in the software or hardware license will be invalidated if support/services are provided by the City.

B. Reason for the request for modification:

## 3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Knowledge of data integration and matching system for the Shared Youth Database, the integration of clients' data from the Department of Public Health, San Francisco Human Services Agency, San Francisco Juvenile Probation Department and San Francisco Unified School District. Proven project management and software implementation, integration, and training experience on Shared Youth Database. Analysis and programming skills as well as Local Area (LAN) and Wide Area (WAN) network technical support including the ability to maintain and establish secure communication through a multitude of firewall applications. Expertise with SQL programming and Crystal Reports to complete the Data Dashboard and Clinical Reports.

B. Which, if any, civil service class(es) normally perform(s) this work? 1022, IS Administrator 2; 1023, IS Administrator 3; 1024, IS Administrator-Supervisor; 1042, IS Engineer-Journey; 1043,

IS Engineer-Senior; 1044, IS Engineer-Principal; 1052, IS Business Analyst; 1053, IS Business Analyst-Senior; 1054, IS Business Analyst-Principal; 1062, IS Programmer Analyst; 1063, IS Programmer Analyst-Senior; 1064, IS Prg Analyst-Principal; 1071, IS Manager;

- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: YES; off-site application and data hosting/Warehousing services will be provided for web-based (remote) applications. Contractor will also provide access to software licenses for DCAR™, comprehensive web-based application powering the Shared Youth Database. Support services for the applications, or hardware covered under this request must be performed by contractor. If support is provided by customers (i.e., civil service employees), warranties and guaranties included in the software or hardware license w111 be invalidated.

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

Not Applicable

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

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

The contract represents proprietary products and services which meet specific business and functional needs for the Department, and which contain technical components that are beyond the scope of expertise of existing Civil Service classes to develop within practical time and quality parameters. DPH must continue support agreements in order to maintain licensing for current versions of the required systems, as well as to enable staff support for the implementation of new functions, regulatory changes, customization and emergency response to system problems.

- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. Existing civil service classes continue working in conjunction with contract provider on the projects and ongoing system support, and DPH regularly incorporates effective ways to transfer knowledge and develop City staff to maximize their involvement in the various projects affected. Specifically, reports utilizing the data collected here are being build by the contractor (AJWI, Inc.) in Crystal Reports. The contractor will hold two full day sessions with the designated IT staff (2 IS Business Analysts) responsible for writing and maintaining Crystal Reports in order to describe the coding for the reports and how to update these reports as needed. The contractor will also be available for up to six (6) additional hours of consultation on these reports regarding their-coding and maintenance, in order to ensure accurate and effective knowledge transfer.

**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.

Approximately 22 hours of training. 2 IS Business Analysts

- 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.  
A.J. Wong

**7. Union Notification:** On 04/21/18, the Department notified the following employee organizations of this PSC/RFP request:  
Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21; Municipal Executive Association;

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

Name: Jacquie Hale Phone: (415) 554-2609 Email: jacquie.hale@sfdph.org

Address: 101 Grove Street, Room 405, San Francisco, CA 94102

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 4129-11/12

DHR Analysis/Recommendation:  
Commission Approval Required  
DHR Approved for 06/04/2018

Civil Service Commission Action:

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

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**From:** dhr-psccordinator@sfgov.org on behalf of jacquie.hale@sfdph.org  
**Sent:** Saturday, April 21, 2018 1:57 PM  
**To:** Hale, Jacquie (DPH); tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; amakayan@ifpte21.org; L21PSCReview@ifpte21.org; camaguey@sfmea.com (contact); staff@sfmea.com; DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Modification Request to PSC # 4129-11/12 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The PUBLIC HEALTH -- DPH has submitted a modification request for a Personal Services Contract (PSC) for \$175,000 for services for the period July 1, 2018 – June 30, 2020. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

If SEIU is one of the unions that represents the classes you identified in the initial PSC and the cumulative amount of the request is over \$100,000, there is a 60 day review period for SEIU

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/9937>

Email sent to the following addresses: staff@sfmea.com camaguey@sfmea.com L21PSCReview@ifpte21.org amakayan@ifpte21.org pkim@ifpte21.org kschumacher@ifpte21.org tmathews@ifpte21.org

# **Additional Attachment(s)**

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

Department: PUBLIC HEALTHDept. Code: DPHType of Request:  Initial  Modification of an existing PSC (PSC # 4129-11/12)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: Children's System of Care Database Information Systems SupportFunding Source: General Fund - Community Behavioral HealthPSC Original Approved Amount: \$600,000PSC Original Approved Duration: 07/01/12 - 06/30/17 (5 years)PSC Mod#1 Amount: \$201,600PSC Mod#1 Duration: 07/01/17-06/30/19 (2 years)PSC Mod#2 Amount: \$50,000PSC Mod#2 Duration: 07/01/17-06/30/20 (1 year 1 day)PSC Cumulative Amount Proposed: \$851,600PSC Cumulative Duration Proposed: 8 years 1 day**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

The proposed work has three components. First, the Contractor will provide on-going 24/7/365 access for the application, and maintenance services for the comprehensive web-based database application, the Shared Youth Database, which is a customized database that creates matched records for children adolescent clients served by the Department of Public Health, San Francisco Human Services Agency, San Francisco Juvenile Probation Department and San Francisco Unified School District. This data base is used to identify opportunities for early intervention, care planning, practice improvement, and research. Second, the Contractor will complete building a data dashboard and associated reports using data obtained from Avatar, the behavioral health electronic health record. Third, the Contractor will build Clinical Reports, specifically ANSA (Adult Mental Health Outcome measure) reports that mirror those they previously built for CANS (Child/Youth outcome measure). The Data Dashboard and Clinical Reports components will involve the development of the reports, followed by training DPH IT staff to create similar new reports or modify existing reports using Crystal Reports. The training component is critical in that these reports require more complex programming than is typically done within Avatar and we are committed to building internal capacity to produce and maintain reports with the Avatar environment.

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

The funds will continue providing ongoing training, maintenance, consulting, and custom services for the web-based Shared Youth Database. The Shared Youth Database is powered by the contractors proprietary DCAR, comprehensive web-based application that is solely supported and maintained by the contractor. The funds will also support the completion of two projects for which existing DPH IT staff do not have the technical expertise, the Data Dashboard (which exists in the DCAR system) and Clinical Reports (which also exist for CANS data in the DCAR system). There are no new services in the requested amount, and proposed services are for current applications that are already in use by the Department of Public Health. Denial of this request will result in losing

access to the Shared Youth Database which tracks all the records and service needs of the children and adolescent clients. Denial will also result in losing the ability to complete the data dashboard and clinical reports, which are critical products for utilization management needed as we plan for health reform.

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

yes

D. Will the contract(s) be renewed?

Yes

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 wishes to extend the current contract by one year as it funds a continued need for these services, which provide a proprietary web-based database on juvenile clients used by the Department's Behavioral Health Services, the San Francisco Unified School District, and the Juvenile Probation Department, to access and coordinate services for clients which they have in common. The Department expects that these services will be include in any review of the Department's many information systems as part of preparations for implementation of a new, Department-wide Electronic Health Record (E HR) system.

## 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:

support services for the applications or hardware must be covered by contractor. Support, warranties and guaranties included in the software or hardware license will be invalidated if support/services are provided by the City.

B. Reason for the request for modification:

extend one more year and additional funds

## 3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Knowledge of data integration and matching system for the Shared Youth Database, the integration of clients' data from the Department of Public Health, San Francisco Human Services Agency, San Francisco Juvenile Probation Department and San Francisco Unified School District. Proven project management and software implementation, integration, and training experience on Shared Youth Database. Analysis and programming skills as well as Local Area (LAN) and Wide Area (WAN) network technical support including the ability to maintain and establish secure communication through a multitude of firewall applications. Expertise with SQL programming and Crystal Reports to complete the Data Dashboard and Clinical Reports.

- B. Which, if any, civil service class(es) normally perform(s) this work? 1022, IS Administrator 2; 1023, IS Administrator 3; 1024, IS Administrator-Supervisor; 1042, IS Engineer-Journey; 1043, IS Engineer-Senior; 1044, IS Engineer-Principal; 1052, IS Business Analyst; 1053, IS Business Analyst-Senior; 1054, IS Business Analyst-Principal; 1062, IS Programmer Analyst; 1063, IS Programmer Analyst-Senior; 1064, IS Prg Analyst-Principal; 1071, IS Manager;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: YES; off-site application and data hosting/Warehousing services will be provided for web-based (remote) applications. Contractor will also provide access to software licenses for DCAR™, comprehensive web-based application powering the Shared Youth Database. Support services for the applications, or hardware covered under this request must be performed by contractor. If support is provided by customers (i.e., civil service employees), warranties and guaranties included in the software or hardware license w111 be invalidated.

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

Not Applicable

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

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

The contract represents proprietary products and services which meet specific business and functional needs for the Department, and which contain technical components that are beyond the scope of expertise of existing Civil Service classes to develop within practical time and quality parameters. DPH must continue support agreements in order to maintain licensing for current versions of the required systems, as well as to enable staff support for the implementation of new functions, regulatory changes, customization and emergency response to system problems.

- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. Existing civil service classes continue working in conjunction with contract provider on the projects and ongoing system support, and DPH regularly incorporates effective ways to transfer knowledge and develop City staff to maximize their involvement in the various projects affected. Specifically, reports utilizing the data collected here are being build by the contractor (AJWI, Inc.) in Crystal Reports. The contractor will hold two full day sessions with the designated IT staff (2 IS Business Analysts) responsible for writing and maintaining Crystal Reports in order to describe the coding for the reports and how to update these reports as needed. The contractor will also be available for up to six (6) additional hours of consultation on these reports regarding their-coding and maintenance, in order to ensure accurate and effective knowledge transfer.

**6. Additional Information**

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

Training will be provided to users of this proprietary web-based database as needed. No other formal 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.  
A.J. Wong

7. **Union Notification:** On 11/22/17, the Department notified the following employee organizations of this PSC/RFP request:  
Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21; Municipal Executive Association;

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

Name: Jacquie Hale Phone: (415) 554-2609 Email: jacquie.hale@sfdph.org

Address: 101 Grove Street, Room 405, San Francisco, CA 94102

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 4129-11/12

DHR Analysis/Recommendation:

01/22/2018

Commission Approval Required

Approved by Civil Service Commission

01/22/2018 DHR Approved for 01/22/2018



PERSONAL SERVICES CONTRACT SUMMARY

DATE: 1/20/2005

DEPARTMENT NAME: DEPARTMENT OF PUBLIC HEALTH

DEPARTMENT NUMBER: 81 & 82

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

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

TYPE OF SERVICE: Programmatic and Information Systems Support

FUNDING SOURCE: General Fund, Private and Public Grant funds

PSC AMOUNT: \$2,000,000 or \$500,000/year PSC DURATION: July 1, 2005 through June 30, 2009

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

Contractor(s) will provide clinical (records), business (financial), operational (health, safety, security) and managed care (revenue collection and optimization strategies), support for programs, software applications, system implementations, and related consulting / training. Contractor may also provide as-needed support services for Web-based (inter/intranet) applications for the Department of Public Health.

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

Services are necessary in order to maintain effective programmatic and system objectives. Outside vendors will be needed to continue to provide on-going programmatic, software development, implementation, training, maintenance, and consulting for proprietary (legacy) clinical, business, operational applications already in use by the Department of Public Health. These are highly complex and integrated programmatic systems and applications, requiring intermittent and as-needed support from outside sources. Denial will result in adverse patient care, reduced ability to fulfill public health missions, and negative financial/revenue impacts related to managed-care operations.

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 were previously approved and are currently accessed through PSC 4318-00/01.

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

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

[X] Locals 21,MEA Galen W.M. Leung JAN 21 2005
Union Name Signature of person mailing/faxing form Date

[ ] Union Name Signature of person mailing/faxing form Date

RFP sent to Union Name, on Date Signature

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FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4062-04/05

STAFF ANALYSIS/RECOMMENDATION:

CIVIL SERVICE COMMISSION ACTION:

Approved 2/25/2005

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

Knowledge of clinical, business and operations (including health, safety, finance, managed care) software applications. Proven project management and software implementation, integration, and training experience. Analysis and programming skills as well as Local Area (LAN) and Wide Area (WAN) network technical support including the ability to maintain and establish secure communication through a multitude of firewall applications.

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

1071 IS Manager, 1070 Project Director, 1053 IS Business Analyst.

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

Yes, offsite application and data hosting/warehousing services will be provided for internet based (remote) applications. In addition, contractor(s) will also provide access to software licenses for specific applications.

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

The services are intermittent and as-needed. Outside support is necessary to support mission-critical systems that require increased resource allocation for short periods of time. In addition many of the systems and applications are proprietary and require on-going maintenance, support and updates directly from the software distributor / developer or affiliated consultant.

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

No see answer to question 4a above.

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

Yes No

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

B. Will the contractor train City and County employees?

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

Contractor may train Civil Service employees in the use of proprietary software applications or organizational "best practices". Approximately 20-30 hours of training will be provided to employees in the information service, administrative and program support classes.

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

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

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

F. Will the proposed work be completed by a contractor that has a current personal services contract with your department? Yes. HA Software, AMR, M/Mgmt, Catalyst Inc., Dataway, RTZ Associates

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

Signature of Departmental Personal Services Contract Coordinator

RL

Galen W.M. Leung

(415) 554-2609

Print or Type Name

Telephone Number

101 Grove Street, Room 307

San Francisco, CA 94102

Address