




Mark Farrell  
Mayor

Micki Callahan  
Human Resources Director

Date: June 14, 2019

To: The Honorable Civil Service Commission

Through: Micki Callahan  
Human Resources Director 

From: Cynthia Avakian, AIR  
Deborah Landis, CPC  
John Tsutakawa, DSS  
Amy Nuque, MTA  
Lavena Holmes, PRT  
Bill Irwin, PUC  
Sheila Arcelona, DAT  
Henry Gong, SHF

Subject: **Personal Services Contracts Approval Request**

This report contains eleven (11) personal services contracts (PSCs) in accordance with the revised Civil Service Commission (CSC) procedures for processing PSCs that became effective on November 5, 2014.

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

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

DHR has prepared the following cost summary for personal services contracts that have been processed through the Department of Human Resources Fiscal Year 19/20 to date:

Total of this Report	YTD Expedited Approvals FY2019-2020	Total for FY2019-2020
\$15,219,263	\$17,590,793	\$32,810,056

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Table of Contents  
PSC Submissions

<b>Regular PSCs</b>	<b>Department</b>	<b>Page</b>
44665-18/19	Airport Commission	1
40787-18/19	Human Services	25
48739-18/19	City Planning	30
49329-18/19	Human Services	37
41968-18/19	Municipal Transportation Agency	63
49773-18/19	Municipal Transportation Agency	68
48683-18/19	Port	77
42960-18/19	Public Utilities Commission	86
44240-18/19	Public Utilities Commission	91
45245-18/19	District Attorney	96
<b>Modification PSCs</b>		
38332-14/15	Sheriff	102

**POSTING FOR**

July 01, 2019

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

2019-07-01

**APPLY**

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
44665 - 18/19	AIRPORT COMMISSION	\$850,000.00	Services include maintenance, support, and licensing for the Airport's Vehicular Movement Area Transponders (VMAT). VMATs are required by Federal Aviation Administration (FAA) Advisory Circular 150/5220-26 for the Airport's Airfield Safety and Fire Department vehicles to operate on movement area. Services also include unit hardware purchase options, and licensing for continued VMAT operations. Maintenance includes, but is not limited to VMAT Configuration Management- tracking of unit configuration and relevant installation and maintenance documents (certifications, licenses and configuration matrix), VMAT swap out services between vehicles already equipped with VMAT installation kits, VMAT Software Configuration Matrix updates in support of seasonal or retired vehicle VMAT swaps, and On-Site Performance Testing and Compliance Monitoring.	July 1, 2019	December 31, 2024	REGULAR
40787 - 18/19	HUMAN SERVICES	\$375,000.00	The Contractor shall conduct fair hearings for the County Adult Assistance Program (CAAP) and clients served who receive public assistance and who are facing a reduction in their grant amount or a discontinuance of their grant and are requesting a fair hearing. The Contractor shall cover a minimum of two hearing days per month, as directed by the Director of Investigations or his or her designee, based on work flow and number of hearings scheduled by fair hearing staff. The Contractor shall also cover vacation and other leaves by the lead hearing officer, not to exceed an average of 175 hours per quarter. The Contractor shall learn all applicable laws that govern fair hearings, including State law, sections of the San Francisco Administrative Code (SFAC), case law, and administrative rules and regulations that govern hearings. The Contractor shall also conduct hearings, participate in settlement discussions, and write decisions within applicable time frames. In addition, the Contractor will be required to review good cause requests, consult with program staff as needed, and participate in training as directed by the lead hearing officer.	July 1, 2019	June 30, 2024	REGULAR
48739 - 18/19	CITY PLANNING	\$300,000.00	A comprehensive study to update Planning Department fees to compensate for the cost of processing applications and permits.	September 1, 2019	August 31, 2021	REGULAR
49329 - 18/19	HUMAN SERVICES	\$3,854,263.00	Contractor is to provide fiscal intermediary services to process payments to community-based organizations (CBOs) that are contracted separately in the Individual Referral (IR) program and the CalWORKs Information and Referral Program. Contractor will disburse payments to nonprofits that successfully enroll, complete, and place participants through these vocational training programs for the purpose of enhancing the participants employment training, job placement and retention. Contractor may also conduct fiscal payment transactions on behalf of the Human Services Agency for other fiscal uses that are one-time-only miscellaneous services.	July 1, 2016	June 30, 2021	REGULAR
41968 - 18/19	MUNICIPAL TRANSPORTATION AGENCY	\$1,500,000.00	Laundry of towels, mops & mats, for facilities and subway platform.	October 1, 2019	September 30, 2023	REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
49773 - 18/19	MUNICIPAL TRANSPORTATION AGENCY	\$1,160,000.00	The San Francisco Municipal Transportation Agency (SFMTA) provides customers receiving parking and transit violations in the City and County of San Francisco the option to perform community service in lieu of payment of parking and transit citation fines and late penalties, subject to certain limits. Based on current enrollment, the SFMTA projects approximately 1,750 plans to be enrolled per year.  The SMFTA is seeking a third-party vendor to administer this program, including managing enrollment, agreements, and oversight of community service providers; maintaining a public office within one mile of the SFMTA Customer Service Center; providing participants with information regarding community service requirements; verifying participant documentation and approving community service ; providing timely electronic records to SFMTA and complying with all audit and reporting requirements as established by the SFMTA. A detailed scope of services attached.	June 1, 2019	May 31, 2024	REGULAR
48683 - 18/19	PORT	\$6,000,000.00	Environmental and related professional services to assist in meeting the environmental and regulatory requirements associated with Port's capital project planning, development, property management, maintenance, and maritime operations.	July 1, 2019	June 30, 2023	REGULAR
42960 - 18/19	PUBLIC UTILITIES COMMISSION	\$225,000.00	Weekly Garbage and solid waste collections at Hetch Hetchy Water & Power, located in Area 4 of Tuolumne County. Moore Brothers is the sole vendor for solid waste collection and transportation in the Moccasin Area.	July 1, 2019	June 30, 2022	REGULAR
44240 - 18/19	PUBLIC UTILITIES COMMISSION	\$200,000.00	SFPUC WWE CSD - Sewer Operations is seeking services from Jack Doheny Co. to provide technical support, parts, training, repair and services for their IBak sewer camera inspection equipment. Jack Doheny Co. is the sole distribution and service provider of IBak camera equipment in California. This equipment is highly technical and requires mechanical, specialized instrumentation and electronic skills to properly diagnose and repair. There are two aspects to this equipment. There is the computer and software side and robotic hardware side. Most often in order to properly diagnose problems within the robotic cameras they are required to be disassembled and connected to diagnostic software to help identify problems. The camera equipment can take hours to disassemble and diagnose due to its sophisticated design. Video and computer software diagnostics are also required to solve problems with the systems	May 1, 2019	April 30, 2021	REGULAR
45245 - 18/19	DISTRICT ATTORNEY	\$155,000.00	The San Francisco Office of the District Attorney George Gascón (SFDA) is the lead agency recipient of a grant from the MacArthur Foundation funded Safety and Justice Challenge (SJC). California Policy Lab (CPL) was named in the grant application as the independent research partner for the SJC grant. CPL will be responsible for the development, ongoing maintenance and updates to a virtual database and data visualization tool. CPL will explore the extent to which positive outcomes external to the justice system can be measured, including: social integration, economic security, housing, and health. CPL will develop the 'code book' for the migration of Public Safety Assessment (PSA) risk score information into the Jail Population Liaison dashboard based upon CPL's prior work on the PSA initiative. Lastly, CPL will review and validate the proposed metrics for mitigating racial and ethnic disparities a key strategy funded by the MacArthur Foundation. CPL will perform critical tasks to compile, analyze and represent the SFDA case level data required to meet the grant requirements. Without the CPL partnership there is no way to accurately track any reduction in racial and ethnic disparities for this initiative. Another funding criteria is sharing case-level data with the City University of New York Institute for State and Local Governance (CUNY ISLG) to support performance measurement, technical assistance, and other research and analysis designed to explore how initiative outcomes are achieved. CPL is the only entity as of the time of the application able	April 1, 2019	September 30, 2021	REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			to support the City and County of San Francisco to meet this qualification for the reasons previously stated.			

**TOTAL AMOUNT \$14,619,263**

1237

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

[Home >](#)

## Posting For July 01, 2019

### Proposed Modifications to Personal Services Contracts

Commission Hearing Date

2019-07-01

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
38332 - 14/15 - MODIFICATIONS	July 1, 2019	SHERIFF -- SHF	\$600,000	\$600,000	<p>The Inmate Telephone Service Provider will provide, install, operate and maintain a turn-key (complete system ready for immediate use) inmate, visitation and public payphone telephone system at the Sheriff's Department Facilities at no cost to the City. In addition, the Inmate Telephone Service Provider will pay a monthly commission to the Sheriff's Department's Inmate Welfare Fund from the gross revenue generated by completion of all calls processed by the Inmate Telephone Services.</p> <p><b>Scope Change:</b> The Sheriff's Department will amend the current inmate telephone contract with GTL to remove revenue commissions and to add language for the City to subsidize free phone calls for inmates.</p>	12/01/2019	11/30/2020	REGULAR

**TOTAL AMOUNT \$600,000**

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



PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION -- AIR

Dept. Code: AIR

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

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

Type of Service: Operation and Support Services for Vehicular Movement Area Transponders (VMAT)

Funding Source: Airport Operating Funds

PSC Amount: \$850,000

PSC Est. Start Date: 07/01/2019

PSC Est. End Date 12/31/2024

**1. Description of Work**

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

Services include maintenance, support, and licensing for the Airport's Vehicular Movement Area Transponders (VMAT). VMATs are required by Federal Aviation Administration (FAA) Advisory Circular 150/5220-26 for the Airport's Airfield Safety and Fire Department vehicles to operate on movement area. Services also include unit hardware purchase options, and licensing for continued VMAT operations. Maintenance includes, but is not limited to VMAT Configuration Management- tracking of unit configuration and relevant installation and maintenance documents (certifications, licenses and configuration matrix), VMAT swap out services between vehicles already equipped with VMAT installation kits, VMAT Software Configuration Matrix updates in support of seasonal or retired vehicle VMAT swaps, and On-Site Performance Testing and Compliance Monitoring.

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

Services are necessary to maintain the Airport's VMAT which allows Airfield Safety and Fire Department Rescue Vehicles to perform runway inspections and repairs, and ensure there are no runway fire incidents on the airfield movement area. Services are required to maintain the VMAT equipment warranty and continue to be in compliance with the FAA's Title 14 Code of Federal Regulations, Part 139. Denial of services would terminate operations as a commercial 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.**

VMAT equipment was procured and maintained, including support services, through a Purchase Order in 2014.

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

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

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

The requested term includes the 5-year contract duration and an additional 6-months to line up with the end of the calendar year.

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

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

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

B. Explain the qualifying circumstances:

City lacks required resources to perform services to maintain the equipment warranty.

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

A. Specify required skills and/or expertise: Skills and expertise include maintenance and support of the VMAT units currently installed at SFO. Expertise in VMAT unit software and hardware maintenance is required, including configuration management, unit replacement, FAA compliance monitoring, and system performance testing.

B. Which, if any, civil service class(es) normally perform(s) this work? 1043, IS Engineer-Senior; 1044, IS Engineer-Principal; 1053, IS Business Analyst-Senior; 1054, IS Business Analyst-Principal; 7362, Communications Systems Tech; 7368, Senior Comm Systems Technican;

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 this certified vendor must perform services in order to maintain the product warranty.

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

A. Explain why civil service classes are not applicable.

Civil services classes are not applicable as services must be performed by the designated vendor to maintain the product warranty.

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, civil service classes are unable to perform the 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. No training will be provided as work cannot be performed by City classifications.

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

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

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

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

7. **Union Notification:** On 04/05/2019, the Department notified the following employee organizations of this PSC/RFP request:  
Professional & Tech Engrs, Local 21; SEIU 1021 Miscellaneous

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

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

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

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 44665 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 07/01/2019

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

## Choi, Suzanne (HRD)

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**From:** dhr-psccordinator@sfgov.org on behalf of cynthia.avakian@flysfo.com  
**Sent:** Friday, April 05, 2019 5:23 PM  
**To:** Cynthia Avakian (AIR); Ricardo.lopez@sfgov.org; Basconcillo, Katherine (PUC); pcamarillo\_seiu@sbcglobal.net; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; ted.zarzecki@seiu1021.net; davidmkersten@gmail.com; abllood@cirseiu.org; xiumin.li@seiu1021.org; Poon, Sin Yee (HSA); david.canham@seiu1021.org; jtanner940@aol.com; ecassidy@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Ricardo Valle (AIR); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 44665 - 18/19

RECEIPT for Union Notification for PSC 44665 - 18/19 more than \$100k

The AIRPORT COMMISSION -- AIR has submitted a request for a Personal Services Contract (PSC) 44665 - 18/19 for \$850,000 for Initial Request services for the period 07/01/2019 – 12/31/2024. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/12742> 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)**

FAA Sole Source



8080 Tristar Dr. Suite 100 Irving, TX 75063 Phone: 1 (254) 662-0000

September 14, 2018

To Whom It May Concern,

The purpose of this letter is to provide information regarding V-MAT system distribution rights for Harris Corporation (Harris) in connection with product FDL-978-GTX/E RANGR-G (GTX/E) manufactured by FreeFlight Systems (FreeFlight). Harris is FreeFlight's exclusive provider of the hardware, firmware, and software included with the GTX/E unit to ASDE-X and ASSC airports throughout the United States. This exclusivity extends to the ability of Harris to provide hardware repair and replacement, software, and firmware updates to the GTX/E unit as required to meet the VMAT maintenance requirements outlined in FAA Advisory Circular No. 150/5220-26.

In addition, as the GTX/E manufacturer, FreeFlight Systems does not offer the ancillary GTX/E implementation or maintenance services directly to the ASDE-X or ASSC Airports; these services are only offered by Harris.

Sincerely,

A handwritten signature in black ink, appearing to read 'Pete Ring', is written over a faint, larger version of the 'F' logo.

Pete Ring  
Vice President, Sales and Marketing  
FreeFlight Systems



FAA Advisory Circular No. 150/5220-26



U.S. Department of  
Transportation  
Federal Aviation  
Administration

# Advisory Circular

Consolidated to include Change 2

**Subject:** Airport Ground Vehicle Automatic  
Dependent Surveillance - Broadcast (ADS-B)  
Out Squitter Equipment .

**Date:** 11/14/2011  
**Initiated by:** AAS-1

**AC No:** 150/5220-26  
**Change:**

## 1. Purpose of the Advisory Circular.

This Advisory Circular (AC) provides guidance on the development, installation, testing, approval, and maintenance of Automatic Dependent Surveillance – Broadcast (ADS-B) Out squitter units for airport ground vehicles. Using this AC, airports will be able to acquire approved and authorized airport ground vehicle ADS-B squitter units that are compliant with Title 14 Code of Federal Regulations (CFR), Part 91, Automatic Dependent Surveillance-Broadcast (ADS-B) Out Performance Requirements to Support Air Traffic Control (ATC) Service, as well as the initial set of ADS-B applications. Please note that the technical specifications for manufacturing ADS-B squitter units for airport ground vehicles are published in the FAA's document, FAA-E-3032, Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Specification, published January 7, 2015.

## 2. To Whom this AC Applies.

- a. All airport ground vehicle ADS-B squitter units must meet the requirements stated in FAA-E-3032, Airport Ground Vehicle ADS-B Specification, January 7, 2015.
- b. Airport and vehicle operators should follow the operational guidance in this AC to ensure proper operation of airport ground vehicle ADS-B units. While such units are not currently required, the FAA strongly encourages airport operators to voluntarily equip appropriate vehicles with airport ground vehicle ADS-B squitter units.
- c. In general, use of this AC is not mandatory. However, use of this AC is mandatory for all Part 139 certificated airports using this equipment, as well as projects funded with federal grant monies through the Airport Improvement Program (AIP) and with revenue from the Passenger Facility Charge (PFC) Program. See Grant Assurance No. 34, Policies, Standards, and Specifications, and PFC Assurance No.9, Standards and Specifications.
- d. The AC is required for vendors developing, installing, testing, and seeking approval of ADS-B units in airport ground vehicles.
- e. It is also recommended for vendors, airport operators, and other personnel who will implement, monitor, and use the airport ground vehicle ADS-B squitter units on the

airport. ADS-B squitter units used must meet the technical specifications of this AC. The FAA will issue a separate AC on operational use of ground vehicles equipped with ADS-B squitter units in the future.

f. The primary locations for installation of ADS-B squitters on vehicles are the 35 airports equipped with ASDE-X and the nine airports scheduled to receive ASSC upgrades to their ASDE-3 systems. ASDE-X and ASSC systems are needed to receive the ADS-B squitter signals for use on ATC displays. Airport Operators at these 44 airports (as shown in Appendix A) are encouraged, but not required, to equip their vehicles with ADS-B squitters in order to enhance safety and situational awareness. In the future, FAA may deploy ASSC or ADS-B surface surveillance volumes to additional airports that could then be appropriate sites for equipage of vehicles with ADS-B squitters. Information on grant funding eligibility is addressed in FAA Order 5100-38, the Airport Improvement Program Handbook, ([http://www.faa.gov/airports/aip/aip\\_handbook/media/aip-handbook-order-5100-38d.pdf](http://www.faa.gov/airports/aip/aip_handbook/media/aip-handbook-order-5100-38d.pdf)).

g. Airports without FAA deployed surface surveillance may choose to equip their vehicles with ADS-B squitters. Aircraft equipped with ADS-B in avionics and Cockpit Display of Traffic Information (CDTI) will enable pilots to see ADS-B equipped vehicles location on in cockpit moving maps. This equipage is expected to become more widespread in future years. Airports without FAA deployed surface surveillance should consider current and near-term equipage of the aircraft using their airport when deciding on investments in ADS-B vehicle squitters.

### **3. Background.**

Every year, there are incidents and accidents involving aircraft and vehicles at airports that have potentially serious consequences. Many of these events occur in periods of reduced visibility, which can result in a loss of situational awareness for flight crews and air traffic controllers. The FAA is in the process of deploying several systems and technologies to help reduce the number and severity of these incidents. Automatic Dependent Surveillance – Broadcast (ADS-B) has been identified as a cornerstone technology in the FAA's Next Generation Air Transportation System (NextGen) initiative to modernize the safety, efficiency, and capacity of the National Airspace System.

ADS-B will provide improved surveillance in the terminal, en route, and on surface environments, and will provide equipped aircraft with shared situational awareness via a cockpit display of proximate traffic. In order to achieve the benefits of ADS-B on the airport surface, surface vehicles and aircraft should be equipped with the ability to transmit ADS-B messages.

At airports with no surface surveillance, ADS-B can serve as a means to improve situational awareness for both air traffic control and aircraft operators equipped with the ability to receive and display ADS-B messages. This capability provides for a high level of safety. The inclusion of airport vehicles into the surface surveillance picture gives air traffic controllers and operators one more way to identify traffic issues, understand the most

efficient way to proceed on the airport surface, and avoid incursions.

At airports already equipped with surface surveillance, such as Airport Surface Detection Equipment – Model X (ASDE-X), ADS-B will provide pilots with improved communication with air traffic control and efficiency of operations. ASDE-X information is fed into the Traffic Information Service-Broadcast (TIS-B) service and could provide pilots with a complete surface picture. This situational awareness can be employed to provide supplemental benefits to existing surface surveillance and provide an additional resource for future applications of ADS-B in the surface environment.

**a. ASDE-X and ASSC.** The FAA has deployed the ASDE-X to 35 airports. The FAA is also upgrading existing Airport Surveillance Detection Equipment-Model 3 (ASDE-3) sites at 9 airports with multi-lateration (MLAT) capability to produce an Airport Surface Surveillance Capability (ASSC). This will give air traffic control the ability to maintain surveillance of ground targets. The ASDE-X system was designed to support safe ground operations at an airport by providing reliable and accurate information on the location of aircraft and ground vehicles. It does this through a combination of technologies, including airport surface movement radar (SMR), airport surveillance radar (ASR), MLAT, and ADS-B. ASSC provides this capability using MLAT and ADS-B.

Due to the inherent problems associated with radio frequency and radar transmissions, a single sensor surveillance system may not provide a complete and accurate depiction of a target to the controller. The ASDE-X system mitigates this problem by fusing the data from several different sources, primary and secondary radar including MLAT and ADS-B, to provide the most accurate target information as compared to single sensor systems. The ASDE-X system receives the ADS-B position report, the radar return, and MLAT position report and “fuses” them into a single accurate target report. Data fusion provides the most complete and accurate picture of the intended target’s position and motion. For example, fused data, combining data from the SMR, MLAT, and ADS-B, would provide controllers with the aircraft’s size, identification, and position whereas each data source alone could only provide a piece of this information. These systems also can alert controllers to potential conflicts so they can take appropriate action to prevent surface incidents.

The radar component of the ASDE-X system can detect aircraft and vehicles in and around the airport operational area without the use of airport ground vehicle ADS-B squitter units. However, during periods of heavy and sustained precipitation, the precipitation may attenuate the radar, thus reducing the probability of vehicle detection. In these cases, vehicles equipped with airport ground vehicle ADS-B squitter units can be tracked by two additional sources of position data, ADS-B and MLAT, thus increasing the accuracy and probability of detection. Additionally, the ADS-B message set provides identification data that is not available from the ASDE-X or ASSC systems.

ADS-B differs from MLAT in the method in which position data is computed. An MLAT system depends on a series of receivers on the surface calculating the difference in the time of arrival of a signal from targets to determine position. At least four sensors are necessary to provide position information that is both accurate and has a high level of integrity. ADS-

B transmits a signal, much like a transponder, but the position information is satellite based, such as those in the Global Positioning System (GPS) constellation. The position and identification information derived from the ADS-B is transmitted to air traffic control and fused with ASDE-X surveillance sources. ADS-B can serve to supplement existing MLAT surveillance for air traffic control, and MLAT can be used as an input to the TIS-B service to provide a more complete traffic picture to operators who have equipped with the ability to display ADS-B.

**b. ADS-B.** The ADS-B system is an advanced surveillance technology that combines a satellite positioning service, aircraft avionics, and ground infrastructure to enable transmission of more accurate information between aircraft and air traffic control. The system enables equipped aircraft and ground vehicles to continually broadcast information, such as identification, current position, altitude, and velocity. ADS-B uses information from a position service, e.g. GPS, to determine the aircraft/vehicles location, thereby making this information more timely and accurate than the information provided by a conventional radar system. ADS-B also can provide the platform for aircraft to receive various types of information, including ADS-B transmissions from other equipped aircraft or vehicles. ADS-B is automatic because no external interrogation is required, but is “dependent” because it relies on onboard position sources and onboard broadcast transmission systems to provide surveillance information to air traffic control and ultimately to other airport users.

The capability of transmitting ADS-B information is referred to as “ADS-B Out”. ADS-B Out can provide a more accurate and timely position report that includes identity and other information, but it does not provide operators with any new services or information. Operators can voluntarily equip with the equipment necessary to receive ADS-B messages and other broadcast services, such as TIS-B, and display that information in the cockpit. The receive function of ADS-B is referred to as “ADS-B In”; ADS-B In is not required by the final rule but can provide significant benefits.

The ADS-B system provides aircraft/vehicle position information using data provided by the unit’s GPS navigation system and transmitted via Mode S Extended Squitter (ES) or Universal Access Transceiver (UAT). ADS-B equipment receives highly accurate GPS signals and uses them to determine the precise location of the aircraft/vehicles on the airport surface. The system converts that position into a unique digital code and transmits it, along with a unique identification code, to locate and identify the exact aircraft/vehicle. The broadcast of the ADS-B position provides a signal for MLAT, providing two separate sources of position data. This precise data also enables other ADS-B applications, including Airport Traffic Situation Awareness (ATSA with Indications and Alerts). Airport Traffic Situation Awareness involves the use of a cockpit display that depicts the runway environment and displays traffic from the surface up to approximately 1,000 feet above ground level on final approach and is used by the flight crew to help determine runway occupancy. This application also is designed to reduce the potential for deviations, errors, and collisions by increasing flight crew situational awareness while operating an aircraft on the airport. This application also provides an alerting function to assist in the identification of conflicts and/or the avoidance of runway incursions. Flight crews will use a cockpit

display and possible aural notifications to increase awareness of other traffic positions in the squitter area.

The vehicle ADS-B squitter units will support the following ADS-B applications:

- Air Traffic Control (ATC) Surveillance for Airport Situation Awareness;
- Airport Traffic Situation Awareness; and
- Airport Traffic Situation Awareness with Indications and Alerts.

Airport ground vehicle ADS-B squitter units are being deployed to further enhance the ability to reduce the risk of runway incursions and conflict between aircraft and vehicles operating in the airport. The airport ground vehicle ADS-B squitter units utilize an ADS-B transmitter to broadcast a highly accurate position (GPS based), which is received by various ground stations and aircraft on or near the airport and presented on a display. Additionally, the ADS-B system provides a mechanism for the delivery and display of an integrated surface picture to airport operators through an additional display capability. While ATC surveillance benefits are only applicable to airports that currently have ASDE-X or ASSC, airport ground vehicle squitter units may be deployed at any airport. These airports could still derive benefit from airport ground vehicle squitter units through ADS-B cockpit applications and through airport operator displays.

The airport ground vehicle ADS-B squitter unit will utilize a sensor navigation source capable of providing highly accurate position data as outlined in the specification. The airport ground vehicle ADS-B squitter units can operate on either the 1090 ES link or the 978 MHz/UAT link; however, due to the 1090 MHz spectrum congestion and use by numerous other systems, the FAA strongly prefers the use of the 978 MHz/UAT link. The existing terminal radar secondary surveillance system, many aircraft transponders, and several other systems currently use the 1090 MHz frequency. The extensive use of the 1090 MHz frequency has the potential to cause numerous degradations to any system using 1090 MHz.

Whether the unit is capable of transmitting on just one link or both (1090 and 978 MHz), the unit must only transmit on one link at any given time. The airport ground vehicle ADS-B squitter transmissions will only be active when the vehicle position is within the defined squitter transmit area. The ADS-B equipment will contain a transmit map that will control the unit on/off function based on position of the vehicle on the airport.

The FAA will authorize the airport operator and potentially other entities to deploy the airport ground vehicle ADS-B squitter units. The vehicles equipped with the ADS-B squitter units will include airport vehicles, fire and rescue vehicles, other vehicles authorized by the airport operator, and FAA vehicles.

**c. Airports Eligible for Early Implementation.** The Federal Communication Commission (FCC) is pursuing a rulemaking to allow vehicles to transmit on 1090 MHz. The FCC approved the waiver request on February 12, 2010 in DA 10-259. The use of 978 MHz is already approved for use on vehicles.

**Table 1. Airports with Existing or Planned FAA Surveillance Systems.**

The future use of vehicle units at airports other than those equipped with FAA surveillance systems is not yet defined. Below is a table of airports currently equipped or planned to be equipped with FAA surveillance systems by 2017.

Identifier	Airport
<b>ASDE-X equipped airports</b>	
BWI	Baltimore-Washington International Thurgood Marshall Airport
BOS	Boston Logan International Airport
BDL	Bradley International Airport
MDW	Chicago Midway Airport
ORD	Chicago O'Hare International Airport
CLT	Charlotte Douglas International Airport
DFW	Dallas-Ft. Worth International Airport
DEN	Denver International Airport
DTW	Detroit Metro Wayne County Airport
FLL	Ft. Lauderdale/Hollywood Airport
MKE	General Mitchell International Airport
IAH	George Bush Intercontinental Airport
ATL	Hartsfield-Jackson Atlanta International Airport
HNL	Honolulu International –Hickam Air Force Base Airport
JFK	John F. Kennedy International Airport
SNA	John Wayne-Orange County Airport
LGA	LaGuardia Airport
STL	Lambert-St. Louis International Airport
LAS	Las Vegas McCarran International Airport
LAX	Los Angeles International Airport
SDF	Louisville International Airport-Standiford Field
MEM	Memphis International Airport
MIA	Miami International Airport
MSP	Minneapolis St. Paul International Airport
EWR	Newark International Airport
MCO	Orlando International Airport
PHL	Philadelphia International Airport
PHX	Phoenix Sky Harbor International Airport
DCA	Ronald Reagan Washington National Airport
SAN	San Diego International Airport
SLC	Salt Lake City International Airport
SEA	Seattle-Tacoma International Airport
PVD	Theodore Francis Green State Airport
IAD	Washington Dulles International Airport
HOU	William P. Hobby Airport
<b>Airports to be equipped with ASSC (2014-2017 timeframe)</b>	
SFO	San Francisco International Airport
CLE	Cleveland/Hopkins International Airport
PIT	Pittsburgh International Airport
PDX	Portland International Airport

ADW	Andrews Air Force Base
ANC	Anchorage International Airport
CVG	Cincinnati/Northern Kentucky International Airport
MSY	Louis Armstrong New Orleans International Airport
MCI	Kansas City International Airport

d. **Definitions.** In this AC, the words “must”, “should”, and “may” are used to define different levels of requirements:

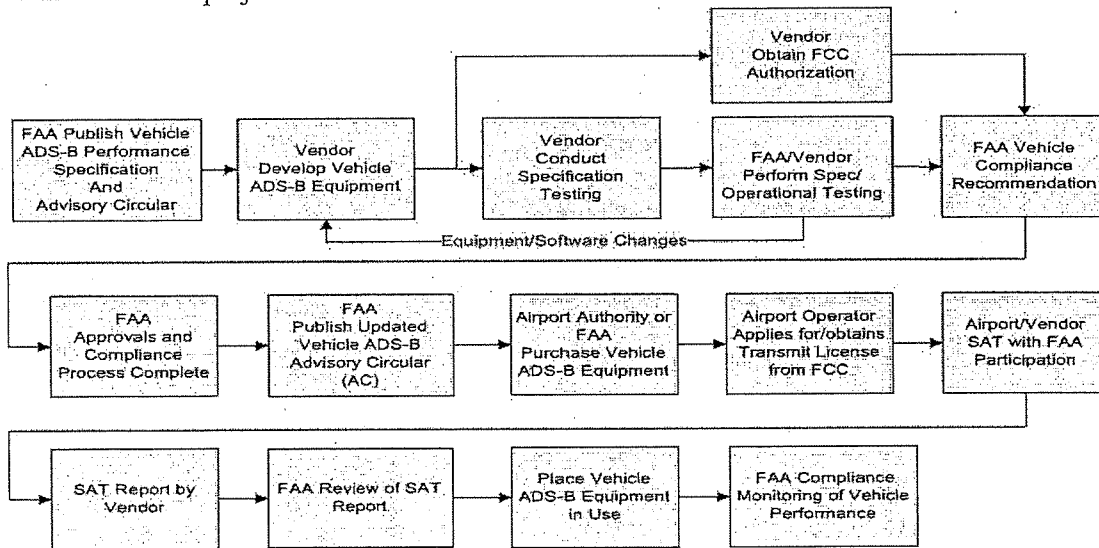
- (1) **Must:** Conveys a requirement.
- (2) **Should:** Describes a recommendation.
- (3) **May:** Denotes a permissible practice or action, but not a requirement.
- (4) **Airport Ground Vehicle ADS-B Equipment:** The navigation source, processing, and ADS-B transmission equipment that determines the position of the surface vehicle in which it resides and broadcasts that information on one of the two ADS-B data links (978 MHz UAT or 1090 MHz ES).

(5) **Squitter:** Output pulses from an airport ground vehicle ADS-B squitter unit generated by an internal triggering system rather than by external interrogation pulses.

(6) **Squitter Transmit Map for Airport Surface:** The squitter maps of the airport surface will define where the squitter unit will be active by controlling the squitter transmit out. The FAA will generate the squitter transmit maps and post them online for download. All airports with ASDE-X will have a Squitter Transmit Map available for download on the website for no charge. Squitter Transmit Maps for Airport Surface will be derived from ASDE-X maps.

**4. Developing Equipment to Specification.**

a. **Airport Ground Vehicle ADS-B Process Diagram.** The following process flow diagram (Figure 1) provides an overview of the steps and processes necessary to complete the vehicle ADS-B project.





### Figure 1. Vehicle ADS-B Process Diagram

**b. Airport Ground Vehicle ADS-B Specification.** The vehicle ADS-B squitter specification document details requirements for the vehicle units residing in airport surface vehicles, which are necessary to determine the position of the surface vehicle in which it resides and broadcast that information on one of the two ADS-B data links. This document provides the requirements for both 978 MHz UAT and 1090 MHz ES transmissions. Vendors producing equipment for surface vehicles must adhere to the requirements stated in the document.

The document addresses the broadcast of ADS-B only (the reception and display of ADS-B data in the vehicle is not addressed). Additionally, the document addresses testing and compliance of the airport ground vehicle ADS-B squitter units and includes guidelines for verification.

**c. FAA Specification Testing.** The airport ground vehicle ADS-B Factory Acceptance Test (FAT) plan and Site Acceptance Test (SAT) plan will outline the test procedures and processes necessary for the vehicle units to demonstrate compliance with the specification document. The airport ground vehicle ADS-B squitter units will be tested to verify they meet the functional and performance requirements. Testing includes the bench tests and environmental tests outlined in the specification document. Requirements for unit level testing are described for both 1090 MHz ES and 978 MHz UAT equipment. These tests are performed at the vendor's facilities as approved by the FAA. Integration testing of the airport ground vehicle ADS-B unit, including the navigation system and the ADS-B transmitting system, is conducted to verify system performance. The vendor submits test documentation to the FAA verifying successful completion of the specified tests. The FAA reserves the right to witness specific test procedures at the vendor's facility.

**d.** Subsequent to obtaining approval for the bench and environmental test results, the vendor will make a unit available to the FAA for additional testing at the FAA Technical Center. The FAA will conduct additional testing of the unit for an operational equivalent to a first article test. This testing will consist of limited bench testing of key requirements to verify performance. The FAA may require the vendor to provide test tool support similar to the capabilities that the vendor may have used for the factory bench testing to enable specific tests or provide access to internal test points for verification. Also, the unit will be subjected to testing at a specified test facility that verifies the operation at an airport location. The FAA will provide information to the vendor to generate a squitter transmit map for the airport surface to support the testing. The equipment will be tested to verify the squitter transmit map for the airport surface requirements within and outside of the squitter area. This test will consist of operating the equipment and subjecting the equipment to scenarios similar to those that would be encountered at the airport within which the vehicle is intended to operate.

The FAA Technical Center has developed test plans, which will reference the testing requirements in the specification document, additional equipment-level tests that may be required at the FAA facility, and a Site Acceptance Testing (SAT) Checklist that will provide a detailed description of the SAT procedures that are required to demonstrate vehicle unit compliance.

Additionally, equipment manufacturers shall provide the FAA Technical Center evidence of a

quality control program for production of their airport ground vehicle ADS-B units when submitting the factory test report.

If the FAA authorizes the equipment, the FAA will update this AC to list the manufacturers whose vehicle units are authorized to operate on the airport surface.

## **5. Equipment Testing.**

**a. Vendor Site Acceptance Testing (SAT).** The vendor will conduct Site Acceptance Testing (SAT) with assistance from the airport at each airport that implements the airport ground vehicle ADS-B units. The FAA will verify SAT compliance of the units for any airport installing and utilizing the vehicle units. Subsequent SAT events at the same airport may be approved via post-SAT report submittals. This operational testing will require manufacturers to validate that the airport ground vehicle ADS-B squitter units are installed properly, updated squitter transmit maps are in all equipment units, all squitter airport map boundaries are correct, International Civil Aviation Organization (ICAO) codes are properly entered, and the airport ground vehicle ADS-B units operate properly. Successful completion of this phase of testing will verify compliance of the equipment.

Upon completion of the SAT report, the vendor must submit a copy of the report to the FAA for review.

**b. FAA Airport Ground Vehicle ADS-B Validation of SAT.** All units must undergo SAT. The vendor must submit the SAT report to the FAA, who will evaluate the submitted report and associated data for any deficiencies to determine whether the airport ground vehicle ADS-B units at the airport are ready for operation. The FAA may participate in each airport's SAT upon delivery of the airport ground vehicle ADS-B squitter units or choose to evaluate the vendor-provided SAT report only.

If deficiencies are found during SAT, the FAA will notify the vendor, which must take corrective actions to make the units compliant with the SAT. The vendor must submit a follow-up SAT report to the FAA, who will decide whether the system has passed the SAT and can be put into operation.

## **6. Requirements to Operate Equipment.**

**a. FCC Equipment Authorization.** Vendors are required to obtain FCC Equipment Authorization in accordance with 47 CFR Part 2, Subpart J. FCC form 731 must be filed for each unique product identifier and a unique FCC identifier is required on the product label. Product documentation must accompany the application, fees must be submitted, and descriptions of the required test data must be provided. Paragraph 2.1033(c) lists the requirements for equipment types other than those operating under Part 15 or Part 18 of the FCC rules.

Test requirements for equipment types other than those operating under Part 15 or Part 18 are described in the paragraphs listed in paragraph 2.1041. Paragraph 2.947 outlines the measurement procedure. The following paragraphs list measurement data requirements:

- 2.1046 – RF power output
- 2.1047 – Modulation Characteristics
- 2.1049 – Occupied Bandwidth
- 2.1051 – spurious emissions at antenna terminals
- 2.1053 – Field strength of spurious radiation (substitution method)
- 2.1055 – Frequency stability
- 2.1057 – Frequency spectrum to be investigated
- 2.1091 – RF radiation exposure evaluation: mobile devices
- 2.1093 - RF radiation exposure evaluation: portable devices

Applications for equipment authorization must be submitted electronically and the required exhibits must be in one of the following electronic file types : Adobe Acrobat (pdf), JPEG, Microsoft Excel, Microsoft Word, WordPerfect, or plain text. FCC requires up to 13 different exhibit types:

1. Identification label and location information
2. Attestation statements
3. External photos
4. Block diagrams
5. Schematics
6. Test Report
7. Test setup photos
8. User's manual
9. Internal photos
10. Parts list and tune-up information
11. RF exposure information
12. Operational description
13. Cover letters

All applications can be submitted to FCC via its OET Laboratory Division electronic filing site at <https://fjalfoss.fcc.gov/oetcf/eas/>. The application begins with the form 731 after which attachments are submitted. The web site automatically provides a fee form 159. Fees can be paid on-line via credit card or by mail using a hard copy of the form. Reviews take 5–10 weeks to complete.

**b. FCC Transmit Authorization.** Airport authorities or entities approved by the FAA to use Ground Vehicle ADS-B Out Squitter Equipment are required to obtain a license to transmit prior to operating. Title 47 CFR Part 87 governs the licensing and operation of equipment transmitting within aviation frequency bands. The applicable parts of 47 CFR Part 87 and references contained within shall be followed.

Applications for a transmit license can be filed through the FCC's Universal Licensing System (ULS). The ULS can be accessed at <http://wireless.fcc.gov/ULS/index.htm?job=home>. Airport authorities or entities approved by the FAA can apply to operate up to 200 vehicle squitters under a single application. A waiver adopted by the FCC on February 12, 2010 under DA 10-259 governs the use of 1090-MHz extended squitter on vehicles. Applications for a transmit licenses

shall be filed under the station class MOU for Aeronautical Utility Mobile Stations.

Prior to filing with the FCC, the applicant is required to coordinate with the applicable FAA Regional Frequency Management Office (FMO). The Regional FMO will provide a coordination number that should be included in the application to the FCC. Contact information and geographic areas of responsibility can be found at [http://www.ntia.doc.gov/files/ntia/publications/d\\_5\\_11.pdf](http://www.ntia.doc.gov/files/ntia/publications/d_5_11.pdf)

## **7. Airport Ground Vehicle ADS-B Operational Guidance.**

**a. Compliance Monitoring/Airport Ground Vehicle ADS-B Performance Compliance.** The FAA will perform compliance monitoring throughout the life cycle of the airport ground vehicle ADS-B squitter units.

FAA will perform compliance monitoring of the units at airports where airport ground vehicle ADS-B units are installed. If system performance is degraded such that repair/replacement is required, the QRO will be notified. The airport operator will be notified to cease operating the nonfunctional airport ground vehicle ADS-B unit until the unit is operating within the specified requirements.

**b. Airport Requirements.** At airports implementing airport ground vehicle ADS-B squitter units, certain limitations will be imposed to maximize the benefits of this system. These limitations include the following:

(1) The FAA will only authorize the use of ADS-B squitter units by airport Operator or entities approved by the FAA and coordinated with the FCC and FAA Spectrum Office.

(2) The FAA will authorize a maximum of 200 total (1090 ES and UAT) airport ground vehicle ADS-B squitter units per location to ensure the performance of other FAA surveillance systems operating on the 1090 MHz frequency is not degraded. While any combination of 200 total units per airport is allowed, the FAA encourages airports to use the UAT units rather than the 1090 ES units due to potential congestion of the 1090 MHz spectrum.

(3) Vehicles equipped with the airport ground vehicle ADS-B squitter units must meet the requirements outlined in FAA-E-3032, Airport Ground Vehicle ADS-B Specification, January 7, 2015.

(4) The operation of aircraft ground vehicle ADS-B squitter units is confined to the airport movement area. For vehicles equipped with 978 MHz UAT squitter units, this includes operations in transit to the movement area. Use of the proper Squitter Transmit Map will ensure compliance with this requirement.

**c. Airport Ground Vehicle ADS-B Squitter Unit Maintenance.** The FAA will monitor compliance of the airport ground vehicle ADS-B squitter unit with the specification

document through the SBS Compliance Monitor system. Any failures to comply will result in maintenance/replacement of the unit. Any observed issues with the airport ground vehicle ADS-B squitter units at the airport should be reported to FAA, who will in turn report the deficient unit to the local airport operator. The airport operator is responsible for coordinating with the vendor to ensure the airport ground vehicle ADS-B squitter units are repaired or replaced.

**d. Obtaining Current Airport Maps.** The vendor-supplied user interface software will upload an airport ground vehicle ADS-B squitter transmit map for the airport surface to the airport ground vehicle ADS-B unit. The FAA must supply the vendor and airport with the current squitter transmit map for the airport surface in a .kml format from which the vehicle squitter transmit map for the airport surface should be created and uploaded to the airport ground vehicle ADS-B unit. The squitter transmit map for the airport surface must be used to control the airport ground vehicle ADS-B squitter on/off function of the vehicle unit.

The FAA will provide a website where the current squitter transmit map for the airport surfaces can be downloaded. If there is an updated squitter transmit map for the airport surface, the FAA will notify the airport operator.

**e. Radio Call Sign Assignment.** The airport ground vehicle ADS-B squitter units will be programmed with the vehicle radio call signs. The radio call signs are used in Air Traffic Control communications and will also be displayed on the ASDE-X display. A call sign is limited to a maximum of eight (8) characters. An example of possible call sign designators are as follows:

- CTYxxx is a city vehicle (xxx is number)
- ARFxxx is the aircraft rescue and fire fighting department vehicle
- FAAxxx is an FAA vehicle
- APTxxx is an airport operator vehicle

**f. Vehicle 24-Bit ICAO Code Assignment.** Each vehicle that is equipped with an airport ground vehicle ADS-B squitter unit must be uniquely identifiable. This will be accomplished by programming and storing the appropriate 24-bit ICAO identification and vehicle identification information into the unit in accordance with instructions provided by the manufacturer. Airport operators may request a block of 200 24-bit ICAO identification codes from the FAA Aircraft Registration Branch.

The block of 200 ICAO identification codes will enforce the limit of 200 airport ground vehicle ADS-B devices (total of 1090 ES and UAT) per airport.

To obtain the 24-bit ICAO identification codes, approved airport authorities must send a signed and dated letter that indicates the following:

- Request is for airport ground vehicle ADS-B equipment
- Number of 24-bit ICAO codes required
- Point of contact

- Name and address of the airport where equipment will operate

Airports should send their requests to the following addresses:

Via U.S. Postal Service:

Aircraft Registration Branch, AFS-750 PO Box 25504  
Oklahoma City OK 73125

Via express courier:

Aircraft Registration Branch, AFS-750 6425 South Denning Ave  
Registry Building  
Oklahoma City OK 73169  
866-762-9434

**g. Training.** The airport ground vehicle ADS-B equipment manufacturer must provide a detailed training manual as part of the FAA specification compliance process. The FAA will review the training material to ensure all training plans and materials are properly developed for use by the FAA and airports that purchase the equipment.

## 8. Obtaining FAA and Other Publications.

**a. RTCA Documents.** Obtain RTCA documents from RTCA, Inc., 1828 L Street NW, Suite 805, Washington DC 20036, (202) 833-9339, or from the RTCA website at <http://www.rtca.org>.

(1) RTCA/DO-260B, Minimum Operational Performance Standards for 1090 MHz Extended Squitter Automatic Dependent Surveillance Broadcast (ADS-B) and Traffic Information Services - Broadcast (TIS-B), December 2, 2009.

(2) RTCA/DO-282B, Minimum Operational Performance Standards for Universal Access Transceiver Automatic Dependent Surveillance - Broadcast Revision B, December 2, 2009.

**b. Title 14 of the Code of Federal Regulations (14 CFR), Aeronautics and Space.** Obtain copies of 14 CFR Parts 21, 23, 25, 27, 29, 43, and 91 from the Superintendent of Documents, Government Printing Office, PO Box 979050, St. Louis MO 63197. For general information, call 202-512-1800, fax 202-512-2250, or visit <http://www.gpo.gov/fdsys/> (select "Code of Federal Regulations").

(1) 14 CFR Part 91, Automatic Dependent Surveillance-Broadcast (ADS-B) Out Performance Requirements to Support Air Traffic Control (ATC) Service, Final Rule, May 28, 2010, <http://www.gpo.gov/fdsys/pkg/FR-2010-05-28/pdf/2010-12645.pdf>.

**c. FAA Advisory Circulars.** Access copies of ACs on the FAA website at [http://www.faa.gov/regulations\\_policies/advisory\\_circulars/](http://www.faa.gov/regulations_policies/advisory_circulars/).

**d. FAA Technical Standard Orders (TSO).** Find a current list of technical standard orders at <http://www.airweb.faa.gov/rgl>. You will also find the TSO Index of Articles at the same location.

**e. ARINC, Inc.** Obtain copies of ARINC documents from ARINC, Inc., 2551 Riva Road, Annapolis MD 21401, 800-633-6882 (telephone), 410-956-5465 (fax), or at <http://www.arinc.com>.

**f. SAE International.** Order SAE documents from SAE International, 400 Commonwealth Drive, Warrendale PA 15096-0001, 724-776-4970 (telephone), 724-776-0790 (fax) or at <http://www.sae.org>.



Michael J. O'Donnell  
Director of Airport Safety and Standards

**APPENDIX A. QUALIFIED PRODUCTS**

FAA Approved Model Number: FDL-978-GTX/E  
Name: V-MAT (Vehicle Movement Area Transmitter)  
ADS-B data link: 978 MHz Universal Access Transceiver  
Vendor: Harris Corporation  
Manufacturer: FreeFlight Systems  
Contact: Harris Corporation  
(855) 890-5137  
[CAS@Harris.com](mailto:CAS@Harris.com)  
[www.symphonycdm.com](http://www.symphonycdm.com)

FAA Approved Model Number: FDL-978-GTX/A  
Name: External Mount VMAT (Vehicle Movement Area  
Transmitter)  
ADS-B data link: 978 MHz Universal Access Transceiver  
Manufacturer: FreeFlight Systems  
Contact: FreeFlight Systems  
(800) 487-4662  
[info@freeflightsystems.com](mailto:info@freeflightsystems.com)  
[www.freeflightsystems.com](http://www.freeflightsystems.com)



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: Fair Hearing Officer Services

Funding Source: General Funds

PSC Amount: \$375,000

PSC Est. Start Date: 07/01/2019 PSC Est. End Date 06/30/2024

**1. Description of Work**

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

The Contractor shall conduct fair hearings for the County Adult Assistance Program (CAAP) and clients served who receive public assistance and who are facing a reduction in their grant amount or a discontinuance of their grant and are requesting a fair hearing. The Contractor shall cover a minimum of two hearing days per month, as directed by the Director of Investigations or his or her designee, based on work flow and number of hearings scheduled by fair hearing staff. The Contractor shall also cover vacation and other leaves by the lead hearing officer, not to exceed an

average of 175 hours per quarter. The Contractor shall learn all applicable laws that govern fair hearings, including State law, sections of the San Francisco Administrative Code (SFAC), case law, and administrative rules and regulations that govern hearings. The Contractor shall also conduct hearings, participate in settlement discussions, and write decisions within applicable time frames. In addition, the Contractor will be required to review good cause requests, consult with program staff as needed, and participate in training as directed by the lead hearing officer.

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

County Adult Assistance Program (CAAP) clients are legally entitled to request a fair hearing to challenge the withholding, discontinuance or denial of public assistance benefits. Having a Fair Hearing Officer is a legal requirement set forth by the United States Supreme Court in Goldberg v. Kelly (1970) 90 S.Ct. 1011 and now codified in the San Francisco Administrative Code sections 20.7-45 – 20.7-52. Without a hearing officer employed to hold these legally mandated hearings would constitute a due process violation under the United States Constitution and would open the City to potential class-action litigation.

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

Services were previously provided by a contractor through PSC # 2006-08/09 approved on June 16, 2014.

D. Will the contract(s) be renewed?

Yes. The original contract shall be for three years with an option to extend for two more years.

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

not applicable

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

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

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

B. Explain the qualifying circumstances:

A fair hearing officer needs to be available on a daily basis. This PSC request would be to cover the civil service class employee that is on duty so they can take scheduled vacations or other leave.

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

A. Specify required skills and/or expertise: Contractor must be a licensed attorney and in good standing with the California State Bar. Contractor must have practiced law for a minimum of ten years in a practice area substantially similar to advising a governmental agency, conducting or participating in administrative hearings, or practicing law in other court-related work. The contractor must demonstrate an understanding of the challenges faced and resources available to the target population, as well as knowledge of the welfare system.

B. Which, if any, civil service class(es) normally perform(s) this work? 8177, Attorney (Civil/Criminal); 8193, Chief Atty1 (Civil & Criminal); 8197, City Attorney;

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?**

One full time hearing officer is employed by the City in the Human Services Agency and supervises this contract position. Due to legal conflicts that arise, a second part-time hearing officer is necessary to handle the conflicts cases and to cover vacation/sick leave of the supervising hearing officer.

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

A. Explain why civil service classes are not applicable.

This position is only required for approximately five-seven days per month and there is no other licensed attorney employed within the Agency that has the skill set to perform the work or who is available to do the work.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. It is not practical to adopt a new civil service classification to perform this work due to the limited number of hours per month that the position requires and the specialized nature of the work.

**6. Additional Information**

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.  
No. There is no training involved in this service. There is a full time city attorney who operates as a hearing officer. The contractor provides part time coverage including where there are conflicts such as appeals of decisions.

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 04/11/2019, the Department notified the following employee organizations of this PSC/RFP request:  
Elected Officials; 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: 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# 40787 - 18/19

DHR Analysis/Recommendation:  
Commission Approval Required  
DHR Approved for 07/01/2019

Civil Service Commission Action:

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

**From:** Acevedo, Annyse (HSA)  
**To:** [nathanquigley@gmail.com](mailto:nathanquigley@gmail.com); [sfvelosce@yahoo.com](mailto:sfvelosce@yahoo.com)  
**Subject:** FW: Receipt of Notice for new PCS over \$100K PSC # 40787 - 18/19  
**Date:** Thursday, April 11, 2019 4:02:24 PM  
**Attachments:** PSC 40787-1819.PDF

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Good Afternoon,

Please see the attached notification to the unions for PSC 40787-18/19.

I have attached the PSC document to this email, for your reference.

Thank you.

Annyse Acevedo  
Senior Administrative Analyst

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

From: [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) [<mailto:dhr-psccordinator@sfgov.org>] On Behalf Of [john.tsutakawa@sfgov.org](mailto:john.tsutakawa@sfgov.org)  
Sent: Thursday, April 11, 2019 2:52 PM  
To: Tsutakawa, John (HSA) <[John.Tsutakawa@sfgov.org](mailto:John.Tsutakawa@sfgov.org)>; Acevedo, Annyse (HSA) <[annyse.acevedo@sfgov.org](mailto:annyse.acevedo@sfgov.org)>; DHR-PSCCoordinator, DHR (HRD) <[dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org)>  
Subject: Receipt of Notice for new PCS over \$100K PSC # 40787 - 18/19

RECEIPT for Union Notification for PSC 40787 - 18/19 more than \$100k

The HUMAN SERVICES -- DSS has submitted a request for a Personal Services Contract (PSC) 40787 - 18/19 for \$375,000 for Initial Request services for the period 07/01/2019 – 06/30/2024. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/12683> 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: CITY PLANNING -- CPC

Dept. Code: CPC

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

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

Type of Service: Financial Analysis

Funding Source: General Fund

PSC Duration: 2 years

PSC Amount: \$300,000

**1. Description of Work**

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

A comprehensive study to update Planning Department fees to compensate for the cost of processing applications and permits.

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

The last comprehensive fee study that was conducted on the Planning's fees was completed in May of 2006. The Planning Department would like to ensure that its fees are equitably set based on current best practices and business practice.

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.

Previous fee studies were performed by financial analysis consultants.

D. Will the contract(s) be renewed?

No

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

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

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

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

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

B. Explain the qualifying circumstances:

This fee analysis will result in a methodology that the Planning Department will implement with its fees moving forward. In addition to this being a short-term project that requires specific expertise, the Planning Department would like for this study and resulting proposal to be an independent appraisal of existing and proposed fee structures.

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

- A. Specify required skills and/or expertise: Experience in fiscal analysis as it relates to analyzing the expected revenue and overall spending impact of alternative local fees and/or other type of public financing.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1825, Prnpl Admin Analyst II;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No

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

These services are not available within City resources

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

- A. Explain why civil service classes are not applicable.  
The specialized nature of this type of analysis and the limited number of individuals within the City who might possess the ability to perform this analysis exclude civil service as an option to perform this study.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, this study is not regularly conducted, occurring once every several years.

**6. Additional Information**

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

- 7. Union Notification: On 04/09/2019, the Department notified the following employee organizations of this PSC/RFP request:  
Architect & Engineers, Local 21**

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

Name: Deborah Landis Phone: 415-575-9118 Email: Deborah.Landis@sfgov.org

Address: 1650 Mission St Suite 400

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 48739 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 07/01/2019



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

**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [deborah.l.gill@sfgov.org](mailto:deborah.l.gill@sfgov.org)  
**To:** [Gill, Deborah \(CPC\); ecassidy@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Gill, Deborah \(CPC\); DHR-PSCCoordinator. DHR \(HRD\)](mailto:Gill, Deborah (CPC); ecassidy@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Gill, Deborah (CPC); DHR-PSCCoordinator. DHR (HRD)@ifpte21.org)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 48739 - 18/19  
**Date:** Tuesday, April 09, 2019 2:31:35 PM

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RECEIPT for Union Notification for PSC 48739 - 18/19 more than \$100k

The CITY PLANNING -- CPC has submitted a request for a Personal Services Contract (PSC) 48739 - 18/19 for \$300,000 for Initial Request services for the period 09/01/2019 – 08/31/2021. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/12849> 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)**

The Planning Department plans to select a firm from the Controller's Economic Consulting Services Pre-Qualified Pool. It is unclear at this point whether the selected contractor already has a personal services contract with the department.

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: Fiscal Intermediary Services

Funding Source: 41% Federal; 3% State; 56% Local

PSC Amount: \$3,854,263

PSC Est. Start Date: 07/01/2016

PSC Est. End Date 06/30/2021

**1. Description of Work**

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

Contractor is to provide fiscal intermediary services to process payments to community-based organizations (CBOs) that are contracted separately in the Individual Referral (IR) program and the CalWORKs Information and Referral Program. Contractor will disburse payments to nonprofits that successfully enroll, complete, and place participants through these vocational training programs for the purpose of enhancing the participants employment training, job placement and retention. Contractor may also conduct fiscal payment transactions on behalf of the Human Services Agency for other fiscal uses that are one-time-only miscellaneous services.

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

Fiscal intermediary service is necessary because payments are dispersed immediately to community-based organizations participating in these vocational training programs that will help to assist eligible CalWORKs, PAES, and RCA recipients with employment training, job placement and retention. There will be several CBO nonprofits contracted under these vocational programs, each nonprofit with several payment transactions per client per month, that will require funds to be dispersed on demand. The use of a fiscal agent/intermediary service will allow HSA to quickly and effectively issue payments as service outcomes are met. It is also difficult to anticipate the number of trainees and completions at the outset. Failure to provide this service may cause a backlog in payments to the nonprofits and would impair the programs' successful outcomes to provide vocational training to CalWORKs, PAES, and RCA recipients.

**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 fiscal intermediary service was provided in a previously approved PSC #2006-08/09.

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

The contract is currently at the end of its three year term; it is being renewed for two years.

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

This new PSC 49329-1819 is created to replace the old umbrella PSC 2006-08/09.

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

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

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

**B. Explain the qualifying circumstances:**

The required services are intermittent and irregular. Fiscal intermediary services are as-needed.

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

- A. Specify required skills and/or expertise: Requirement of a minimum of three years demonstrated experience in fiscal intermediary and reporting services in the public/private sector for entities with gross revenues of a minimum of \$5,000,000 annually. Provider must have a comprehensive database and reporting system in place to provide accounting details and transaction reports. Have sufficient working capital of at least \$500,000 to provide fiscal services prior to reimbursement at no additional cost to the City and County of San Francisco.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1630, Account Clerk;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Contractor will provide web portal to initiate payments and will immediately disperse payments directly to nonprofits of the vocational programs. Contractor is responsible to issue payments and yearend 1099 to payees. In addition, contractor will provide HSA fiscal/accounting reporting related to all fiscal transactions.

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

The department does not have the administrative capacity or internal resources to manage payments to the nonprofits whom have participants meeting the vocational training outcomes to issue payments in a timely and immediate manner. It is not possible to know the number of trainees and completions from each CBO at the outset. Also, payments are intermittent and irregular, but require immediate disbursement, so it is not practical to create the administrative capacity to manage the disbursements.

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

- A. Explain why civil service classes are not applicable.  
No specific civil service class currently has the capacity nor equipment to facilitate the payment processes across the several nonprofits that is required to disburse payments immediately, but occurs intermittent and irregularly.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, since fiscal services are too intermittent and irregular.

**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 for this work.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
Yes. Current contract was under a previously approved umbrella PSC #2006-08/09; this new PSC is created intended specifically for fiscal agent and intermediary services for this contract.

7. **Union Notification:** On 04/03/2019, the Department notified the following employee organizations of this PSC/RFP request:  
SEIU 1021 Miscellaneous; SEIU Local 1021; SEIU, Local 1021 (Staff Nurse & Per Diem Nurse); SEIU, Local 1021 H-1 Fire-Rescue Paramedics

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 94102

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 49329 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 07/01/2019

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



**Ng, Judy (HSA)**

---

**From:** dhr-psccordinator@sfgov.org on behalf of john.tsutakawa@sfgov.org  
**Sent:** Wednesday, April 03, 2019 2:17 PM  
**To:** Tsutakawa, John (HSA); kcartermartinez@cirseiu.org; sarah.wilson@seiu1021.org; thomas.vitale@seiu1021.org; Sandeep.lal@seiu1021.me; leah.berlanga@seiu1021.org; Ricardo.Lopez@sfgov.org; Basconillo, Katherine (PUC); pcamarillo\_seiu@sbcglobal.net; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; ted.zarzecki@seiu1021.net; davidmkersten@gmail.com; ablood@cirseiu.org; xiumin.li@seiu1021.org; Poon, Sin Yee (HSA); david.canham@seiu1021.org; jtanner940@aol.com; Ng, Judy (HSA); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 49329 - 18/19

RECEIPT for Union Notification for PSC 49329 - 18/19 more than \$100k

The HUMAN SERVICES -- DSS has submitted a request for a Personal Services Contract (PSC) 49329 - 18/19 for \$3,854,263 for Initial Request services for the period 07/01/2016 – 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/12808> 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)**

**Appendix A**  
**Services to be Provided**  
**Public Partnerships, LLC**

**July 1, 2016 – June 30, 2019**

**I. Purpose**

The purpose of this service is to provide fiscal intermediary services for participants in the Individual Referral Program and to provide other fiscal intermediary and reporting services for the Department of Human Services.

**II. Definitions**

BPPE	Bureau of Private Postsecondary Education
CalWORKs	California Work Opportunity and Responsibility to Kids, City and County of San Francisco's program, a program of HSA
Contractor	Public Partnerships, LLC
HSA	San Francisco Human Services Agency
IRs	Individual Referrals for Vocational Training
PAES	Personal Assisted Employment Services, a program of HSA
RCA	Refugee Cash Assistance Program

**III. Target Population**

The target population will be CalWORKs and PAES participants.

**IV. Services to be Provided by Contractor**

**A. Fiscal Intermediary Services:**

Contractor will conduct transactions on behalf of the Human Services Agency upon direction, for the Individual Referral Program, which can include: payments of tuition for private vocational training schools, purchase of incentive awards for clients and participants in focus groups.

Contractor will issue payments for training services to participants. Payments are issued to training providers who are certified by the Bureau of Private and Postsecondary Education and authorized by HSA's IR coordinator. An authorization is sent to the Contractor when the client is referred to the training provider with the total amount authorized for payment: 33% when the client is enrolled, 33% when the client completes the training program, and 33% when the client is placed in employment. The total amount for training individuals ranges from \$2550 - \$6000 per

client. HSA authorizes the "Enrollment", "Completion" and "Placement" payments.

HSA will provide detailed information and instructions for the transactions and special reporting or accounting functions requested.

This may also include incentive payments to employers who hire referred clients.

Contractor may also conduct transactions on behalf of the Human Services Agency upon direction from the Deputy Director of Finance and Administration and the Director of Contracts for payments associated with miscellaneous, one-time-only services. HSA will require detailed information for these transactions and documentation.

**B. Coordination of Services**

Contractor shall work closely with HSA, to coordinate services provided through this contract.

**V. Reporting Requirements**

**A. Reports**

Contractor shall submit reports containing information summarizing the activities as outlined in Section IV above and shall include relevant quantitative and qualitative information.

**B. Fiscal Reports**

Contractor shall provide fiscal reports accounting for the transactions conducted on behalf of the Agency on a monthly basis.

**C. Reports will be submitted electronically to HSA as follows:**

Eva Iraheta, Program Manager, [Eva.iraheta@sfgov.org](mailto:Eva.iraheta@sfgov.org)  
Workforce Development Division

And

Arata Goto, GB15, [Arata.Goto1@sfgov.org](mailto:Arata.Goto1@sfgov.org)  
Office of Contract Management

**City and County of San Francisco  
Human Services Agency**

**Request for Proposals #697 for Fiscal Intermediary and  
Reporting Services**



<b>Date issued:</b>	<b>April 5, 2016</b>
<b>Pre-proposal conference:</b>	<b>April 21, 2016 10 A.M.</b>
<b>Proposal due:</b>	<b>May 6, 2016 5 P.M.</b>

Request for Proposals #697 for Fiscal Intermediary and Reporting Services

Table of Contents

	<u>Page #</u>
I. Introduction and Schedule .....	1
II. Scope of Work .....	2
III. Submission Requirements .....	2
IV. Evaluation and Selection Criteria .....	4
V. Pre-proposal conference and Contract award .....	6
VI. Terms and Conditions for Receipt of Proposals .....	6
VII. Contract Requirements .....	9
VIII. Protest Procedures .....	11
IX. Standard Forms .....	12
X. San Francisco Human Services Agency RFP Cover Page .....	14
XI. San Francisco Human Services Agency Page Number Form .....	15

## Request for Proposals #697 for Fiscal Intermediary and Reporting Services

### I. Introduction and Schedule

#### A. General

The Human Services Agency is seeking a qualified organization(s) to provide fiscal intermediary services for participants in the Individual Referral Program and to provide other fiscal intermediary and reporting services for the Department of Human Services. The Agency may at its sole discretion make multiple awards based upon the pool of qualified respondents.

The contract shall have a tentative term of three (3) years, effective from July 1, 2016 to June 30, 2019. In addition, the City shall have an option to extend the term for a period of two (2) years, which the City may exercise in its sole, absolute discretion. The final terms and conditions of the contract shall be subject to negotiation. Funding for this service may be supported by Local, Federal and State funding. The Department expects that work performed through this RFP will be done by successful Respondents, and not through the use of any subcontracts.

Payment for all services provided in accordance with provisions under this contract shall be contingent upon the availability of funds. The City shall not be required to provide any definite units of services nor does the City guarantee any minimum amount of funding for these services.

#### B. Schedule

The anticipated schedule for selecting a consultant is:

<u>Proposal Phase</u>	<u>Date</u>
RFP is issued by the City	April 6, 2016
Pre-proposal conference 1650 Mission St., Ste 300, San Francisco, CA	10:00 A.M. at April 21, 2016
Deadline for submission of written questions or requests for clarification	5:00 P.M. at April 22, 2016
Proposals due	5:00 P.M. at May 6, 2016
Contract begins	July 1, 2016 subject to approval

#### Dates and times subject to change

#### C. Definitions

BPPE	Bureau of Private Postsecondary Education
CalWORKs	California Work Opportunity and Responsibility to Kids, City and County of San Francisco's program, a program of HSA
City	City and County of San Francisco
DHS	San Francisco Department of Human Services, a division of HSA
HAS	San Francisco Human Services Agency
IRs	Individual Referrals for Vocational Training
PAES	Personal Assisted Employment Services, a program of HSA
RCA	Refugee Cash Assistance Program

#### D. Target Population

The target population will be CalWORKs and PAES participants in the Individual Referral (IR) Program.

## Request for Proposals #697 for Fiscal Intermediary and Reporting Services

### 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. Contractors should use this description when designing their proposed programs. However, contractors may suggest modifications and/or additions that will, in their estimation, make the program more feasible or effective. The description below outlines the key program elements and services the selected vendor(s) will provide.

#### A. Description of Services

**Fiscal Intermediary Services:** Contractor will conduct transactions on behalf of the Human Services Agency (HSA) upon direction, for the IR Program. These include payments of tuition for private vocational training schools.

Payments are issued to training providers who are certified by the Bureau of Private and Postsecondary Education (BPPE) and authorized by HSA's IR coordinator. An authorization is e-mailed to the Contractor when the client is referred to the training provider with the total amount authorized for payment: 33% when the client is enrolled, 33% when the client completes the training program, and 33% when the client is placed in employment. The total amount for training individuals ranges from \$1700 - \$6000 per client. HSA authorizes the "Enrollment", "Completion" and "Placement" payments.

HSA will provide detailed information and instructions for the transactions and special reporting or accounting functions requested.

This may also include incentive payments to employers who hire referred clients.

Contractor may also conduct transactions on behalf of HSA upon direction from the Director of Contracts for payments associated with miscellaneous, one-time-only services. HSA will require detailed information for these transactions and documentation.

**Coordination of Services:** Contractor shall work closely with HSA, to coordinate services provided through this contract.

**Miscellaneous:** Accounting and other fiscal related services upon request by the Department that may include miscellaneous checks being issued and other accounting and reporting functions upon request.

### III. Submission Requirements

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

Proposers shall submit one (1) electronic PDF copy of the proposal to [arata.goto1@sfgov.org](mailto:arata.goto1@sfgov.org). Electronic file title should include RFP number, agency name, number of files submitted i.e. 1 of 4. Proposals must be received by 5:00 P.M., on May 6, 2016. Late submissions will not be considered. Supplemental documents or revisions after the deadline will not be accepted.

**Department staff will confirm receipt of all Respondent submissions within one (1) working day after the deadline for receipt noted above.**



## Request for Proposals #697 for Fiscal Intermediary and Reporting Services

### B. Format

For word processing documents, text should be unjustified (i.e., with a ragged-right margin) using a 12 point serif font (e.g., Times Roman, and not Arial), and page margins should be at least 1" on all sides (excluding headers and footers).

### C. Content

Organizations interested in responding to this RFP must submit the following information, in the order specified below. All proposals for funding must be developed using the format below. This is necessary so that all proposals can receive fair and equal evaluation. Proposals not following the required format will not be considered for funding. Information must be at a level of detail that enables effective evaluation and comparison between proposals by the Proposal Evaluation Panel. The Agency must ensure that the proposal addresses the Selection Criteria.

### D. Table of Contents

Each proposal package should contain a complete table of contents showing page numbers. All pages in the package must be numbered consecutively, and major sections must be indexed.

#### 1. RFP Cover Page – (use form provided in Section X)

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.

#### 2. Minimum Qualifications – no more than 3 pages

All agencies submitting proposals for funding must provide a *Minimum Qualifications Narrative* describing in detail how the proposing agency meets each of the Minimum Qualifications. Any proposals failing to demonstrate these qualifications will be considered non-responsive and will not be eligible for proposal review or award of grant. (refer to section IV, Item A) **Out of State entities must submit documentation as to the State of incorporation of the responding entity.**

#### 3. Description of Services –no more than 3 pages

Description of your agency's specific approach to providing the services proposed in this RFP. Include the major steps, tasks and timeline such as turnaround time for transactions.

#### 4. Organizational Capacity –no more than 5 pages (excluding resumes and job descriptions)

Description of your agency's ability to deliver the services proposed in this RFP. In addition, please address the following:

Staffing Plan – Describe organizational structure and staffing patterns needed to provide the proposed services including program supervision and management. Attach job descriptions and resume of key program staff and clearly identify which staff position they occupy and provide written assurance that the key individuals listed and identified will be performing the work and will not be substituted with other personnel or reassigned to another project without the City's prior approval. Clearly identify whether services will be performed by existing staff or by proposed staff.

#### 5. Contracts (both public and private) – no more than 3 pages

Agencies should submit a statement listing a minimum of two (2) recent contracts similar in size and scope with a description of the services which have been completed in the last three

## **Request for Proposals #697 for Fiscal Intermediary and Reporting Services**

(3) years. The description must include information about clients such as reference and telephone numbers, staff members who worked on each project, budget, schedule and project summary. The statement must also list any failure or refusal to complete a contract, including details and dates. Provide disclosure of any litigation including Respondent, subcontracts, or any principal officers thereof in connection with any contract or grant.

### **6. Fiscal Capacity –no more than 4 pages (excluding justification and audited financial statement)**

Description of the compensation structure, hourly rate or flat fee for all services proposed. (Please note: This will be subject to negotiation and the compensation shall not exceed 9% of any individual transaction.)

In addition, provide pricing Schedule for each service listed in Section II Scope of Work as follows:

- Fiscal Services: Flat rate per transaction (Check Issued)
- Hourly rate or other pricing options per assigned project, if any.
- Expedited costs for any required transaction. Costs for service less than 5 business days.
- Stop payment fees and other fees not included in the above pricing.

In addition to pricing schedule, provide **current audited financial statements**. The SF Human Services Agency intends to award this grant to respondents that it considers will provide the best overall program services at a reasonable pricing structure. The SF Human Services Agency reserves the right to accept other than the lowest priced offer and to reject any proposals that are not responsive to this request.

### **7. References - up to four (4) pages (may not be from City agencies, its clients of services, or subcontractors)**

Provide two (2) letters of references for the organization. Letters must include:

- a. Name, address and telephone number;
- b. Their relationship with the respondent including information on the services; and
- c. Respondent's qualifications to perform requested services.

### **8. Completed Page Number Form (refer to Section XI)**

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

### **A. Minimum Qualifications**

- Three (3) years demonstrated experience in fiscal intermediary and reporting services in the public/private sector for entities with gross revenues of a minimum of \$5,000,000 annually.
- Respondent must have a comprehensive database and reporting system in place to provide accounting details and transactions reports. An on-line client interactive system is preferred.
- Respondent must have sufficient working capital to provide these services prior to reimbursement (\$500,000) at no additional cost to the City and County.
- Respondent must be a certified vendor with the City and County of San Francisco or the ability to become a certified vendor within ten (10) days after notice of intent to award.
- Must be able to meet the City's requirements for liability and bonding coverage in the minimum amount of one million dollars.

## Request for Proposals #697 for Fiscal Intermediary and Reporting Services

- Two (2) verifiable letters of reference. Letters must be on agency letterhead and include, at minimum, the name, title, telephone number and e-mail address of the individual providing the reference. References from HSA staff and/or clients of services are not permitted.

**Please note:** Agencies submitting proposals that have previously been contracted by the City and County of San Francisco and/ or Federal agencies to provide goods and/or services must successfully demonstrate compliance with performance/monitoring requirements specified in previous grants/contracts (corrective actions) in order to be considered responsive to this RFP.

**Documented failure to correct performance/monitoring deficiencies identified in past City and County grants/contracts may result in Agency disqualification to participate in this RFP.**

Any proposal that does not demonstrate that the proposer meets 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.

### 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.

Total Possible Points: 100

*Respondents must receive a minimum of 60% of the available points to be considered for award.*

#### Description of Services (25 points)

- Proposed approach to deliver the services requested by the RFP is reasonable, and meets the needs of the Agency including an expedited process for quick turnaround transactions (25 points)

#### Organizational Capacity (30 points)

- Demonstrate expertise of the organization necessary to complete the tasks, including quality of recently completed projects that meet the requirements and adhere to schedules (10 points)
- Demonstrate appropriate experience, professional qualifications and education of staff assigned to the project, a realistic description of the tasks to be performed by each staff person, reasonable workload and work schedule, staff availability, and accessibility (10 points)
- Demonstrate experience in providing fiscal, compliance and performance reports (5 points)
- Offer an active on-line transfer of information system/application for real-time data reporting (5 points)

#### Previous Contracts/Experience (20 points)

- Demonstrate sufficient experience in providing fiscal intermediary services to similar sized private and public entities (10 points)
- Reflect an understanding of the types of services and timeliness of service delivery as described in the RFP (10 points)

## Request for Proposals #697 for Fiscal Intermediary and Reporting Services

### Fiscal Capacity (25 points)

- Fee structure reflects the effective use of funds designated for these programs and is reasonable and competitive for the services requested (15 Points)
- Demonstrate sufficient working capital to support these programs (10 Points)

## V. Pre-proposal conference and Contract award

### A. Pre-Proposal Conference

Proposers are encouraged to attend a pre-proposal conference on April 21, 2016 at 10:00 A.M. to be held at 1650 Mission Street, Suite 300, San Francisco, CA 94103. All questions will be addressed at this conference and any available new information will be provided at that time. If you have further questions regarding the RFP, please contact the individual designated in Section VI.B.

### B. Contract Award

The Human Services Agency will select a proposer with whom 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 highest ranked proposer and begin contract negotiations with the next highest ranked proposer.

### C. 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 April 22, 2016, at 5:00P.M.

## 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 the Department, in writing, if the proposer discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be directed to the Department promptly after discovery, but in no event later than 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 and all oral notifications of intent to request written modification or clarification of the RFP, must be directed to:

Arata Goto, Contract Manager, GB15  
Office of Contract Management  
San Francisco Human Services Agency  
1650 Mission Street, Suite 300  
San Francisco, CA 94103  
[arata.goto1@sfgov.org](mailto:arata.goto1@sfgov.org)

### 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

## Request for Proposals #697 for Fiscal Intermediary and Reporting Services

notice to the Department setting forth with specificity the grounds for the objection. The failure of a proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

### **D. Change Notices**

The Department may modify the RFP, prior to the proposal due date, by issuing Change Notices, which will be posted on the website. The proposer shall be responsible for ensuring that its proposal reflects any and all Change Notices issued by the Department prior to the proposal due date regardless of when the proposal is submitted. Therefore, the City recommends that the proposer consult the website frequently, including shortly before the proposal due date, to determine if the proposer 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 May 6, 2016** 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 Department may require a proposer to provide oral or written clarification of its proposal. The Department reserves the right to make an award without further clarifications of proposals received.

### **G. Errors and Omissions in Proposal**

Failure by the Department to object to an error, omission, or deviation in the proposal will in no way modify the RFP or excuse the 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

## Request for Proposals #697 for Fiscal Intermediary and Reporting Services

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
- 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) 581-2300.

### **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

## **Request for Proposals #697 for Fiscal Intermediary and Reporting Services**

in the last two years and deemed by the City to be substantiated. The summary shall also describe the disposition of each complaint. If no such complaints were filed, the proposer shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in proposer's Chapter 12L submissions shall be grounds for rejection of the proposal and/or termination of any subsequent Agreement reached on the basis of the proposal.

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

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

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

### **M. No Waiver**

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

### **N. Local Business Enterprise Goals and Outreach**

Due to county, federal and state funding for these services, LBE bid discounts will not be used in this RFP

## **VII. Contract Requirements**

### **A. Standard Contract Provisions**

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

Proposers 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 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

## Request for Proposals #697 for Fiscal Intermediary and Reporting Services

spouses of employees. The Chapter 12C requires nondiscrimination in contracts in public accommodation. Additional information on Chapters 12B and 12C is available on the CMD's website at [www.sfCMD.org](http://www.sfCMD.org).

### C. Minimum Compensation Ordinance (MCO)

The successful proposer will be required to agree to comply fully with and be bound by the provisions of the Minimum Compensation Ordinance (MCO), as set forth in S.F. Administrative Code Chapter 12P. Generally, this Ordinance requires contractors to provide employees covered by the Ordinance who do work funded under the contract with hourly gross compensation and paid and unpaid time off that meet certain minimum requirements.

For the amount of hourly gross compensation currently required under the MCO, see [www.sfgov.org/olse/mco](http://www.sfgov.org/olse/mco). Note that this hourly rate may increase on January 1 of each year and that contractors will be required to pay any such increases to covered employees during the term of the contract. Additional information regarding the MCO is available on the web at [www.sfgov.org/olse/mco](http://www.sfgov.org/olse/mco).

### 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 <http://www.workforcedevelopmentsf.org/> and from the First Source Hiring Administrator, (415) 401-4960.

### F. 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.



## Request for Proposals #697 for Fiscal Intermediary and Reporting Services

### VIII. Protest Procedures

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

Within five 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 calendar 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 calendar 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  
Human Services Agency  
P.O. Box 7988  
San Francisco, CA 94120

## Request for Proposals #697 for Fiscal Intermediary and Reporting Services

### 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, this Appendix describes the forms, where to find them on the Internet (see bottom of page 2), and where to file them. If a contractor cannot get the documents off the Internet, the contractor should call (415) 554-6248 or e-mail Purchasing ([purchasing@sfgov.org](mailto:purchasing@sfgov.org)) and Purchasing will fax, mail or e-mail them to the contractor.

If a contractor has already filled out items 1-3 (see note under item 3) on the chart, **the contractor 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 contractor 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) 252-2500.

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://sfgsa.org/index.aspx?page=4762">http://sfgsa.org/index.aspx?page=4762</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://sfgsa.org/index.aspx?page=4762">http://sfgsa.org/index.aspx?page=4762</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://sfgsa.org/index.aspx?page=4762">http://sfgsa.org/index.aspx?page=4762</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	Human Rights Comm. 25 Van Ness, #800 San Francisco, CA 94102-6059 (415) 252-2500

**Request for Proposals #697 for Fiscal Intermediary and Reporting Services**

Item	Form name and Internet location	Form	Description	Return the form to; For more info
			required, depending on the answers on this form. Contract-by-Contract Compliance status vendors must fill out an additional form for each contract.	
4.	CMD LBE Certification Application  <a href="http://www.sfgsa.org/index.aspx?page=6058">http://www.sfgsa.org/index.aspx?page=6058</a>  In Vendor Profile Application		Local businesses complete this form to be certified by CMD as LBEs. Certified LBEs receive a rating bonus pursuant to Chapter 14B when bidding on City contracts if applicable. To receive the bid discount, you must be certified by CMD by the proposal due date.	Contract Monitoring Unit 30 Van Ness Avenue, Suite 200 San Francisco, CA 94102 Phone: (415) 581-2310

**Where the forms are on the Internet**

**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: <http://sfgsa.org/index.aspx?page=5365>  
 Equal Benefits forms: <http://sfgsa.org/index.aspx?page=5359>  
 LBE certification form: <http://sfgsa.org/index.aspx?page=5364#Section%20V>



# CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE  
MAYOR

*Sent Via Electronic Mail*

January 13, 2016

DOUGLAS S. CHAN  
PRESIDENT

GINA M. ROCCANOVA  
VICE PRESIDENT

KATE FAVETTI  
COMMISSIONER

SCOTT R. HELDFOND  
COMMISSIONER

## NOTICE OF CIVIL SERVICE COMMISSION ACTION

**SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACTS NUMBERS 48959-15/16; 41409-15/16; 42155-15/16; 45629-15/16; 44722-15/16; 41837-14/15; 44383-15/16; 46840-13/14; 33469-14/15; 4124-11/12; AND 2006-08/09.**

At its meeting of January 4, 2016 at 3:00 p.m. the Civil Service Commission had for its consideration the above matter.

The Commission adopted the report. Approved the request for proposed Personal Services Contracts; Notify the Office of the Controller and the Office of Contract Administration.

MICHAEL L. BROWN  
EXECUTIVE OFFICER

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

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

CIVIL SERVICE COMMISSION

MICHAEL L. BROWN  
Executive Officer

Attachment

Cc: Cynthia Avakian, Airport Commission  
Suzanne Choi, Department of Human Resources  
Jacquie Hale, Department of Public Health  
Cynthia Hamada, Municipal Transportation Agency  
Shamica Jackson, Public Utilities Commission  
Belle La, City Planning  
Brent Lewis, Department of Human Resources  
Stacey Lo, Public Utilities Commission  
John Tsutakawa, Human Services Agency  
Commission File  
Chron

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

Home &gt;

## Posting For January 04, 2016

## Proposed Modifications to Personal Services Contracts

Commission Hearing Date

2016-01-04

APPLY

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
46840 - 13/14 - MODIFICATIONS 2016	January 4, 2016	AIRPORT COMMISSION -- AIR	\$7,000,000	\$8,500,000	As-needed environmental consulting services are required for verification of compliance with environmental laws, regulations, and standards. The as-needed consulting services will assist the Airport to maintain compliance with environmental regulations in support of operations and maintenance functions and Capital Improvement Program (CIP) projects. Services will include: site investigation for contaminant characterization, planning and design of asbestos/lead abatement and demolition of Airport buildings, construction management and technical oversight of environmental remediation, air quality control permitting and monitoring services, and environmental database support services.	06/01/2019	12/31/2021	REGULAR
33469 - 14/15 - MODIFICATIONS 2016	January 4, 2016	HUMAN RESOURCES -- HRD	\$271,000	\$521,000	The City is seeking approval to enter into a contract with Year Up, a national nonprofit organization that provides urban young adults with the skills, experience, and support necessary to build professional careers in Information Technology (IT). The Year Up model includes an education component followed by a paid work internship for its participants. The City intends to offer the paid internships at the Department of Public Health (DPH) as a program pilot.	08/01/2015	07/31/2016	REGULAR
4124 11/12 - MODIFICATIONS 2016	January 4, 2016	HUMAN RESOURCES -- HRD	\$950,000	\$2,824,999	Contractor will provide services for software upgrades, ongoing software maintenance and support services and software hosting of the Workers' Compensation Division's (WCD) claims management web-based platform.	09/01/2012	08/30/2017	REGULAR
2006-08/09 - MODIFICATIONS 2016	January 4, 2016	HUMAN SERVICES -- DSS	\$1,016,600	\$26,431,600	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	07/13/2015	continuing	CONTINUED

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					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 including health and safety transportation and shuttle service.			

**TOTAL AMOUNT \$9,237,600**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: MUNICIPAL TRANSPORTATION AGENCY -- MTA

Dept. Code: MTA

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

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

Type of Service: Towels, Mops, & Mats Cleaning

Funding Source: operating budget

PSC Duration: 4 years

PSC Amount: \$1,500,000

**1. Description of Work**

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

Laundry of towels, mops & mats, for facilities and subway platform.

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

For the janitorial service for cleaning and the safety of the Public and staff during wet months to prevent any injuries/slip and fall. This is to avoid minor to major injuries that may or may not result in being hospitalization. The Consequences of denial may cause minor to serious injuries for both public and staffs. Approval can keep both public and staffs safe from slip and fall.

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

Previously in the past, this contract was handled by the Office and Contracts Administration

D. Will the contract(s) be renewed?

Yes

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

not applicable

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

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

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

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

B. Explain the qualifying circumstances:

The City does not have the equipment and staffing of any means to provide the service of picking up, delivering and laundry of towels, mops, and mats

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

A. Specify required skills and/or expertise: Laundry Services

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

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

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

This service 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.

There are no Civil Service classes related to the required service

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. It would not be in the best interest for the City to attempt to provide such a service.

**6. Additional Information**

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

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

No. The contractor will be picking up, delivering and laundry only, and no training is required to the employees of the City & County of San Francisco

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 04/23/2019, the Department notified the following employee organizations of this PSC/RFP request:  
all unions were notified

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

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



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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 41968 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 07/01/2019

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

## Nuque, Amy

---

**From:** dhr-psccordinator@sfgov.org on behalf of amy.nuque@sfmta.com  
**Sent:** Tuesday, April 23, 2019 10:31 AM  
**To:** Nuque, Amy; Camaguey@sfmea.com; kcartermartinez@cirseiu.org; ecassidy@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; sarah.wilson@seiu1021.org; kschumacher@ifpte21.org; kpage@ifpte21.org; tjenkins@uapd.com; eerbach@ifpte21.org; tmathews@ifpte21.org; amakayan@ifpte21.org; jb@local16.org; Ricardo.lopez@sfgov.org; Basconcillo, Katherine (PUC); Sandeep.lal@seiu1021.me; pcamarillo\_seiu@sbcglobal.net; MRainsford@Local39.org; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; pkim@ifpte21.org; agonzalez@iam1414.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; gail@sffdlocal798.org; cityworker@sfcwu.org; davidmkersten@gmail.com; djohnson@opcmialocal300.org; hodlocal@pacbell.net; ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org; xiumin.li@seiu1021.org; Poon, Sin Yee (HSA); smcgarry@nccrc.org; rmitchell@twusf.org; grojo@Local39.org; jduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org; L21PSCReview@ifpte21.org; sfsmsa@gmail.com; mshelley@dc16.us; david.canham@seiu1021.org; jtanner940@aol.com; oashworth@ibew6.org; L21PSCReview@ifpte21.org; LiUNA.local261@gmail.com; local200twu@sbcglobal.net; speedy4864@aol.com; Christina@sfmea.com; ecdemvoter@aol.com; thomas.vitale@seiu1021.org; Nuque, Amy; DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 41968 - 18/19

RECEIPT for Union Notification for PSC 41968 - 18/19 more than \$100k

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a request for a Personal Services Contract (PSC) 41968 - 18/19 for \$1,500,000 for Initial Request services for the period 10/01/2019 – 09/30/2023. 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/12890> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: MUNICIPAL TRANSPORTATION AGENCY -- MTA

Dept. Code: MTA

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

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

Type of Service: Community Service Program Administration

Funding Source: Local Funds

PSC Duration: 5 years 1 day

PSC Amount: \$1,160,000

**1. Description of Work**

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

The San Francisco Municipal Transportation Agency (SFMTA) provides customers receiving parking and transit violations in the City and County of San Francisco the option to perform community service in lieu of payment of parking and transit citation fines and late penalties, subject to certain limits. Based on current enrollment, the SFMTA projects approximately 1,750 plans to be enrolled per year.

The SFMTA is seeking a third-party vendor to administer this program, including managing enrollment, agreements, and oversight of community service providers; maintaining a public office within one mile of the SFMTA Customer Service Center; providing participants with information regarding community service requirements; verifying participant documentation and approving community service; providing timely electronic records to SFMTA and complying with all audit and reporting requirements as established by the SFMTA. A detailed scope of services attached.

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

The community service program for parking and transit violations provides an important safety net for customers who are unable to pay outstanding fine and penalties. Without this service, customers would be subject to collection efforts and withholding of vehicle registration and parking permits, increasing the financial burden and risk of vehicle impoundment and sale.

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

The service has been provided by a third-party vendor (PSC Approval #39053-18/19). This work has never been performed by City and County employees.

D. Will the contract(s) be renewed?

No

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

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

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

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

B. Explain the qualifying circumstances:

The services provided are intermittent and subject to peaks based on customer demands. In addition, the SFMTA's current Customer Service Center is at capacity to serve its customers, thus requiring a separate processing facility for these plans

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

A. Specify required skills and/or expertise: Demonstrated experience with administering and overseeing direct service programs via non-profit and government agencies; job skill application processing; third-party agreement monitoring; and, reconciliation and reporting of program compliance.

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

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, the Contractor will be required to maintain an office for in-person enrollment and administration of community service plans Monday through Friday, 8 a.m. to 5 p.m.

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

The SFMTA has made significant progress in bringing a majority of the work related to community service and payment plans for parking and transit violations over the last three years, including streamlining enrollment payment processing and all aspects of the payment plan process. These services were all provided by a third-party provider previously. The remaining work under this service is very limited in scope.

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

A. Explain why civil service classes are not applicable.

The SFMTA has already brought the majority of work related to these programs in-house. The remaining scope of work is very limited.

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 limited workload would not justify the development of new civil service classification.

**6. Additional Information**

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
No. No training is required.

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

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

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

F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
Yes. The contract was awarded to JBR & Associates who are currently under contract to perform this work. James A. Bryant, Chief Executive Officer, JBR Partners, Inc., 1333 Evans Avenue, San Francisco, CA 94124, Email: james@jbrpartners.com, http://www.jbrpartners.com/

7. **Union Notification:** On 04/03/2019, the Department notified the following employee organizations of this PSC/RFP request:  
Professional & Tech Engrs, Local 21; SEIU Local 1021

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

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

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 49773 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 07/01/2019

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

**Nuque, Amy**

---

**From:** dhr-psccordinator@sfgov.org on behalf of amy.nuque@sfmta.com  
**Sent:** Wednesday, April 03, 2019 11:58 AM  
**To:** Nuque, Amy; sarah.wilson@seiu1021.org; thomas.vitale@seiu1021.org; Ricardo.lopez@sfgov.org; Basconcillo, Katherine (PUC); Sandeep.lal@seiu1021.me; pcamarillo\_seiu@sbcglobal.net; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; davidmkersten@gmail.com; ablood@cirseiu.org; xiumin.li@seiu1021.org; Poon, Sin Yee (HSA); david.canham@seiu1021.org; jtanner940@aol.com; ecassidy@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Nuque, Amy; DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 49773 - 18/19

RECEIPT for Union Notification for PSC 49773 - 18/19 more than \$100k

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a request for a Personal Services Contract (PSC) 49773 - 18/19 for \$1,160,000 for Initial Request services for the period 06/01/2019 – 05/31/2024. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/12824> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended



## **Additional Attachment(s)**

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

Department: MUNICIPAL TRANSPORTATION AGENCY -- MTADept. Code: MTAType of Request:  Initial  Modification of an existing PSC (PSC # \_\_\_\_\_)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: Professional ServicesFunding Source: Operating FundsPSC Amount: \$100,000PSC Est. Start Date: 01/01/2019 PSC Est. End Date 01/01/2023**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

The SFMTA provides customers receiving parking and transit violations in the City and County of San Francisco the option to perform community service in lieu of payment of parking and transit citation fines and late penalties, subject to certain limits. Based on current enrollment, the SFMTA projects approximately 1,750 plans to be enrolled per year.

The SFMTA is seeking a third-party vendor to administer this program, including managing enrollment, agreements, and oversight of community service providers; maintaining a public office within one mile of the SFMTA Customer Service Center; providing participants with information regarding community service requirements; verifying participant documentation and approving community service; providing timely electronic records to SFMTA and complying with all audit and reporting requirements as established by the SFMTA. A detailed scope of services attached.

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

The community service program for parking and transit violations provides an important safety net for customers who are unable to pay outstanding fine and penalties. Without this service, customers would be subject to collection efforts and withholding of vehicle registration and parking permits, increasing the financial burden and risk of vehicle impoundment and sale.

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

The service has been provided by a third party vendor (PSC Approval #47403-14/15). This work has never been performed by City and County employees.

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

Yes, a new invitation to bid will be issued for this service.

**E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.**  
not applicable**2. Reason(s) for the Request****A. Indicate all that apply (be specific and attach any relevant supporting documents):**

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

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

B. Explain the qualifying circumstances:

The services provided are intermittent and subject to peaks based on customer demands. In addition, the SFMTA's current Customer Service Center is at capacity to serve its customers, thus requiring a separate processing facility for these plans.

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

A. Specify required skills and/or expertise: Demonstrated experience with administering and overseeing direct service programs via non-profit and government agencies; job skill application processing; third-party agreement monitoring; and, reconciliation and reporting of program compliance.

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

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain:  
Yes, the Contractor will be required to maintain an office for in-person enrollment and administration of community service plans Monday through Friday, 8 a.m. to 5 p.m.

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

The SFMTA has made significant progress in bringing a majority of the work related to community service and payment plans for parking and transit violations over the last three years, including streamlining enrollment payment processing and all aspects of the payment plan process. These services were all provided by a third-party provider previously. The remaining work under this service is very limited in scope.

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

A. Explain why civil service classes are not applicable.

The SFMTA has already brought the majority of work related to these programs in-house. The remaining scope of work is very limited.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. The limited workload would not justify the development of new civil service classification.

**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. Explanation of training has not been provided by the department

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. Unknown. A new contract solicitation will occur within the 30 days

7. **Union Notification:** On 12/28/2018, the Department notified the following employee organizations of this PSC/RFP request:  
Professional & Tech Engrs, Local 21; SEIU 1021 Miscellaneous

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

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

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 39053 - 18/19

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 01/14/2019

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PORT -- PRT

Dept. Code: PRT

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

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

Type of Service: Environmental and Related Professional Services

Funding Source: Port Operating Budget

PSC Amount: \$6,000,000

PSC Est. Start Date: 07/01/2019 PSC Est. End Date 06/30/2023

**1. Description of Work**

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

Environmental and related professional services to assist in meeting the environmental and regulatory requirements associated with Port's capital project planning, development, property management, maintenance, and maritime operations.

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

Short-term, specialized assistance necessary for Port staff to efficiently perform required environmental functions and to comply with regulatory requirements in a timely manner. These regulations are designed to improve the health and wellbeing of the residents of, and visitor so San Francisco and also to protect the San Francisco Bay and its natural habitat and ecology. The very nature of the Port's aging infrastructure and deferred maintenance coupled with continuously evolving Federal, State, and local environmental regulations and requirements creates a situation of many unanticipated and urgent projects which require immediate attention. The timing requirement for meeting those urgent projects make it necessary for the Port to contract with consultants, on an as-needed basis, to provide the required environmental services in a timely manner. Denial of this PSC will mean the Port may not be able to complete the environmental reviews and project necessary for it to effectively plan and manage its assets and activities. Denial of this PSC may also subject the Port to repeated notices of violations of relevant regulations.

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

This service was previously authorized under PSC#49797 – 16/17 (copy attached herewith). Due to an increase in the number of ongoing Port projects and in the amount of environmental regulatory changes, the Port has almost expended all the funds approved for the as-needed contracts that were issued under that PSC.

D. Will the contract(s) be renewed?

The Port may seek to renew the contract if the services are still needed at the end of the current contract term.

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

not applicable

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

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

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).

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

B. Explain the qualifying circumstances:

Short-term or capital projects requiring diverse skills, expertise and/or knowledge. •The various service tasks that will be required under this PSC will be short-term tasks that will require extensive and specialized skills and experience from experts in different areas of environmental management profession. Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload). •The various service tasks that will be required under this PSC will be sporadic and intermittent, depending on the needs of each project. The services will only be used when they are needed to augment Port's resources or when the Port does not have available resources to perform the tasks. Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator). •Some of the services that will be required under this PSC will require resources that are not available within the City for instances laboratories for testing samples, dredging equipment, hazardous waste abatement and transportation equipment.

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

A. Specify required skills and/or expertise: Knowledge, ability, and demonstrated experience in specialized environmental services including but not limited to (i) environmental review, characterization, permitting and compliance, (ii) air, soil, storm and groundwater sampling, analysis, and remediation; (iii) hazardous materials characterization and management; (iv) industrial hygiene and analytical services; (v) climate change, sustainability, and energy-efficiency planning; (vi) terrestrial and marine biology; (vii) noise assessment; and (viii) federal, state, and local environment laws and regulations.

B. Which, if any, civil service class(es) normally perform(s) this work? 5291, Planner 3; 5305, Materials Testing Technician; 5602, Utility Specialist; 5620, Regulatory Specialist; 6137, Assistant Industrial Hygienist; 6138, Industrial Hygienist;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. The contractor will provide all facilities and equipment required to perform the services. These range from laboratories for soil and materials testing to equipment for drilling and dredging.

**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 to perform the services because they do not fall within the scope of existing civil service classifications. The services are not available from City staff because the services are highly specialized, require extensive training and experience, and are only used occasionally.

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

A. Explain why civil service classes are not applicable.

Some of the disciplines required in environmental investigation, management, and compliance are beyond the scope of specific civil service classifications. The services that will be requested under this PSC will be intermittent as needed and will not require long term, full-time service. The type and quantity of services will be determined by the scope of each project which cannot be fully determined at this time.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. It would not be practical to adopt a new civil service class. The work that will be requested under this PSC will be specialty work that will be intermittent, of short duration, one-time, and involve many different areas of professional expertise. It will therefore not be practical for the City to hire staff on a permanent, full time basis for the services.

**6. Additional Information**

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

- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.  
No. It is not anticipated that Port employees will perform the work so there is no need to train them.
- 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 04/23/2019, the Department notified the following employee organizations of this PSC/RFP request:  
Architect & Engineers, Local 21; Management & Superv Local 21; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21

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

Name: Lavena Holmes Phone: 415-274-0305 Email: lavena.holmes@sfport.com

Address: Pier 1, Embarcadero San Francisco, CA 94111

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 48683 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 07/01/2019

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



**From:** Holmes, Lavena (PRT)  
**To:** Braganza, Lorceli (PRT)  
**Subject:** FW: Receipt of Notice for new PCS over \$100K PSC # 48683 - 18/19  
**Date:** Tuesday, April 23, 2019 4:08:14 PM

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

From: dhr-psccordinator@sfgov.org <dhr-psccordinator@sfgov.org> On Behalf Of lavena.holmes@sfport.com  
Sent: Tuesday, April 23, 2019 3:16 PM  
To: Holmes, Lavena (PRT) <lavena.holmes@sfport.com>; amakayan@ifpte21.org; ecassidy@ifpte21.org;  
WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org;  
kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Chan, Annie (PRT)  
<annie.k.chan@sfport.com>; DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>  
Subject: Receipt of Notice for new PCS over \$100K PSC # 48683 - 18/19

RECEIPT for Union Notification for PSC 48683 - 18/19 more than \$100k

The PORT -- PRT has submitted a request for a Personal Services Contract (PSC) 48683 - 18/19 for \$6,000,000 for Initial Request services for the period 07/01/2019 – 06/30/2023. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/12885> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

## **Additional Attachment(s)**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PORT -- PRT Dept. Code: PRT

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

Type of Approval:  Expedited  Regular ( Omit Posting)

Type of Service: Professional Services: As-Needed Environmental

Funding Source: Port Capital & Operating Budget PSC Duration: 5 years  
PSC Amount: \$3,000,000 PSC Est. Start Date: 01/01/2017 PSC Est. End Date: 12/31/2021

1. **Description of Work**

A. Scope of Work:

The Port will issue a Request for Qualifications to establish a pool of pre-qualified consulting teams, specializing in environmental services to provide timely and efficient consulting assistance in meeting environmental and regulatory requirements associated with Port capital project planning, development, property management, maintenance, and maritime operations. Three As-Needed consulting teams will assist Port staff by providing services in the areas of environmental characterization and compliance; air, water, and stormwater permitting and compliance; hazardous materials, hazardous waste, and solid waste management; technical support of Port Projects and Programs; lead and asbestos support; geographic information systems/information management systems support; LEED review and commissioning support; and climate change support. The consultants may work in conjunction with the Port's technical staff or as part of a project team.

B. Explain why this service is necessary and the consequence of denial:  
See attached Additional Information

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.  
This service was previously authorized under PSC#4129-12/13. The contracts issued for environmental and related professional services under this PSC approval number are scheduled to expire on December 31, 2017.

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

2. **Union Notification:** On 04/21/2017, 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# 49797 - 16/17

DHR Analysis/Recommendation: 06/19/2017

Commission Approval Required

DHR Approved for 06/19/2017

Approved by Civil Service Commission

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

Knowledge, ability, and demonstrated experience in: environmental review, characterization, permitting and compliance; air, soil, storm and groundwater sampling, analysis and remediation; hazardous materials characterization and management; industrial hygiene and analytical services; climate change, sustainability and energy efficiency planning; terrestrial and marine biology; noise and assessment; federal, state and local environmental laws and regulations.

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

5291,5305,5602,5620,6137,6138,

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

Yes. Specific to the environmental compliance issues cited above, the contractor will provide drill rigs and other specialized sampling equipment not currently possessed by the City. Certain contractors will possess specialized computer modeling software used for complex environmental analyses. Certain contractors will also possess specialized materials and environmental testing laboratories.

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

Certain disciplines required in environmental investigation, management, and compliance are beyond the scope of specific civil service classifications. The type and quantity of services will be determined by the scope of each project, which cannot be fully defined at this time. Specific types of environmental services will be sporadic, not requiring long term, full-time service and will supplement civil service positions. Port employees will participate in projects as time and expertise are available.

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

No. Tasks under this contract will be irregular, short-term, one-time only and will involve many different areas of professional expertise. It would be impractical for the City to hire on a permanent, full time basis due to the many varied, and very expensive, specialized and technical skills and professional experience required in this contract.

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

	<u>YES</u>	<u>NO</u>
A. Will the contractor directly supervise City and County employee?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B. Will the contractor train City and County employee? No, there is no training or transfer of knowledge associated with this project	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C. Are there legal mandates requiring the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D. Are there federal or state grant requirements regarding the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
E. Has a board or commission determined that contracting is the most effective way to provide this service? See attached Port Commission Resolution	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F. Will the proposed work be completed by a contractor that has a current PSC contract with your department?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD ON 05/22/2017 BY:

Name: Lavena Holmes Phone: 415-274-0305 Email: lavena.holmes@sfport.com

Address: Pier 1, The Embarcadero San Francisco, CA 94111

# PORT OF SAN FRANCISCO (39)

PSC #49797 – 16/17

## INITIAL REQUEST – REGULAR APPROVAL

**Type of Service:** *Professional Services: As-Needed Environmental*

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

*Short-term, specialized assistance is necessary for Port staff to efficiently perform required environmental functions and to comply with regulatory requirements in a timely manner. The very nature of the Port's aging infrastructure and deferred maintenance creates an environment of many unanticipated urgent projects that require immediate attention. The timing for meeting these urgent needs make it necessary to contract with consultants, on an as-needed basis, to provide the requisite environmental services. The extensive contracting requirements of the City make it impractical to rely on formal bids for every contract to hire temporary staff to perform these urgent tasks. If not approved, critical environmental work necessary for capital, maintenance, and development projects may not be performed. Denial may also lead to violation of State and Federal law (e.g., Clean Water Act, Rivers and Harbors Act, Endangered Species Act) resulting in fines or other civil penalties.*

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION -- PUC

Dept. Code: PUC

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

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

Type of Service: Solid Waste Collection Services(CT 6188)

Funding Source: HHWP Operating Budget

PSC Amount: \$225,000

PSC Est. Start Date: 07/01/2019

PSC Est. End Date 06/30/2022

**1. Description of Work**

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

Weekly Garbage and solid waste collections at Hetch Hetchy Water & Power, located in Area 4 of Tuolumne County. Moore Brothers is the sole vendor for solid waste collection and transportation in the Moccasin Area.

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

Regular trash pickups are necessary because of public health concerns. Accumulated trash creates a health hazard.

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. Moore Brothers has been providing this service to HHWP since the beginning of the franchise agreement with Tuolumne County (March 28, 1995.)

D. Will the contract(s) be renewed?

Yes.

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

N/A

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

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

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

B. Explain the qualifying circumstances:

Garbage / Trash services are required for public health reasons and preclude any Civil Service Employees from performing this task.

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

A. Specify required skills and/or expertise: A franchise agreement must be in place to pick up solid waste in Tuolumne County.

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

- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain:  
Yes. Trash bins of various sizes will be supplied by contractor, along with dump trucks to haul material.

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

None. Not applicable.

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

- A. Explain why civil service classes are not applicable.  
Must possess a franchise agreement with the county to perform this service. Civil service staff cannot do this.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No.

**6. Additional Information**

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

**7. Union Notification: On 05/02/2019, the Department notified the following employee organizations of this PSC/RFP request:  
all unions were notified**

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

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

Address: 525 Golden Gate Avenue San Francisco, CA 94102

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 42960 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required  
DHR Approved for 07/01/2019



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

**Irwin, William**

**From:** dhr-psccordinator@sfgov.org on behalf of wirwin@sfgwater.org  
**Sent:** Thursday, May 02, 2019 3:21 PM  
**To:** Irwin, William; Camaguey@sfmea.com; ablood@cirseiu.org; kcartermartinez@cirseiu.org; ecassidy@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; sarah.wilson@seiu1021.org; kschumacher@ifpte21.org; kpage@ifpte21.org; tjenkins@uapd.com; eerbach@ifpte21.org; tmathews@ifpte21.org; amakayan@ifpte21.org; jb@local16.org; Ricardo.Iopez@sfgov.org; Basconcello, Kathy; Sandeep.Jal@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; hodlocal@pacbell.net; smcgarry@nccrc.org; ritchell@twusf.org; grojo@Local39.org; jduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org; L21PSCReview@ifpte21.org; sfsmsa@gmail.com; mshelley@dc16.us; david.canham@seiu1021.org; jtanner940@aol.com; oashworth@ibew6.org; L21PSCReview@ifpte21.org; LiUNA.local261@gmail.com; local200twu@sbcglobal.net; speedy4864@aol.com; Christina@sfmea.com; ecdemvoter@aol.com; thomas.vitale@seiu1021.org; Irwin, William; DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 42960 - 18/19

RECEIPT for Union Notification for PSC 42960 - 18/19 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 42960 - 18/19 for \$225,000 for Initial Request services for the period 07/01/2019 -- 06/30/2022. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/12968> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION -- PUC

Dept. Code: PUC

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

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

Type of Service: Parts, Training, Repair and Services for IBak Sewer Camera Inspection Equipment (REQ 0323)

Funding Source: Wastewater Enterprise Operating Budget

PSC Amount: \$200,000

PSC Est. Start Date: 05/01/2019

PSC Est. End Date: 04/30/2021

**1. Description of Work**

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

SFPUC WWE CSD - Sewer Operations is seeking services from Jack Doheny Co. to provide technical support, parts, training, repair and services for their IBak sewer camera inspection equipment. Jack Doheny Co. is the sole distribution and service provider of IBak camera equipment in California. This equipment is highly technical and requires mechanical, specialized instrumentation and electronic skills to properly diagnose and repair. There are two aspects to this equipment. There is the computer and software side and robotic hardware side. Most often in order to properly diagnose problems within the robotic cameras they are required to be disassembled and connected to diagnostic software to help identify problems. The camera equipment can take hours to disassemble and diagnose due to its sophisticated design. Video and computer software diagnostics are also required to solve problems with the systems

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

This equipment is vital to meeting the goals and expectations of our mandated Condition Assessment Program and WWE 5-year business plan. The inspection videos captured under the Condition Assessment Program are used to determine what PUC owned assets are repaired or replaced each year. 15 miles of sewer pipe is replaced each year based on these videos. The WWE is required by the state to reduce and prevent sewer overflows within the sewer system. This equipment assists in diagnosing the cause of sewer overflows and in turn helps meet federal, state and local regulations. The denial of this request could result in fines and puts the goals, and expectations of associated programs at risk.

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

Yes, this service has been provided in the past. Contract #1000000492 and released PO #SFGOV 0000202033.

D. Will the contract(s) be renewed?

Yes.

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

N/A

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

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

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

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

B. Explain the qualifying circumstances:

This equipment is vital to meeting the Waste Water Enterprise's needs and expectations. This service agreement is needed to perform as needed and emergency repairs on our IBak equipment. WWE CSD - Sewer Operations is not authorized, equipped or trained to work on this equipment. Anytime a repair or technical support is needed we are dependent on Jack Doheny Co. for support. This equipment is dispatched everyday and has an annual goal of capturing 150 miles of inspection video. This demand imposes tremendous strain on the equipment on a daily basis. Due to this high demand regular and emergency repairs can be expected. Sewer Operations currently has 3 full inspection vans and plans to acquire 2 additional systems within the next year. The safe operation of the sewer system is dependent on this equipment being in the field every day. In order to fulfill this, readily available repair services need to be in place.

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

A. Specify required skills and/or expertise: Due to the nature of this equipment a vast range of skills are needed to effectively train to, service and repair this equipment. This equipment consists of robotic hardware, live video feeds, computer systems and computer software. Mechanical skills are needed to effectively disassemble and re-assemble all aspects of these systems. Electronic and Instrumentation skills are also needed to diagnose problems and repair cameras, associated hardware, and video signals. These systems are ran by high powered computers that require specialized hardware and software. Only individuals who are skilled in these types of computer systems can effectively service or repair them.

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

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, Jack Doheny Co. has a facility that is specialized and equipped to service IBak camera inspection equipment. They possess specialized diagnostic equipment that assists in servicing and repairing IBak equipment.

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

N/A

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

A. Explain why civil service classes are not applicable.

Jake Doheny Co. is the sole source provider for IBak equipment in California.

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, Jack Doheny Co. is the sole source provider of IBak equipment in California.

**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. The training will consist of how to properly operate the equipment in the field. Over the course of the contract approximately 30 staff members will receive approximately 8 hours of training. Field Staff and Field Supervisors will receive training. Classes to be trained include 7246 and 7449.

- 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. We currently have a 2 year contract with Jack Doheny Co. for the same services we are requesting now.

7. **Union Notification:** On 05/02/2019, the Department notified the following employee organizations of this PSC/RFP request:  
all unions were notified

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

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

Address: 525 Golden Gate Avenue San Francisco, CA 94102

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 44240 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 07/01/2019

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

**Irwin, William**

**From:** dhr-psccordinator@sfgov.org on behalf of wirwin@swater.org  
**Sent:** Thursday, May 02, 2019 11:00 AM  
**To:** Irwin, William; Camaguey@sfmea.com; ablood@cirseiu.org; kcartermartinez@cirseiu.org; ecassidy@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; sarah.wilson@seiu1021.org; kschumacher@ifpte21.org; kpage@ifpte21.org; tjenkins@uapd.com; eerbach@ifpte21.org; tmathews@ifpte21.org; amakayan@ifpte21.org; jb@local16.org; Ricardo.Lopez@sfgov.org; Basconillo, Kathy; Sandeep.lal@seiu1021.me; pcamarillo\_seiu@sbcglobal.net; MRainsford@Local39.org; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; pkim@ifpte21.org; agonzalez@iam1414.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; gail@sfflocal798.org; cityworker@sfcwu.org; davidmkersten@gmail.com; djohnson@opcmialocal300.org; hodlocal@pacbell.net; ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org; xiumin.li@seiu1021.org; Poon, Sin Yee (HSA); smcgarry@nccrc.org; rmitchell@twustf.org; grojo@Local39.org; jduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org; L21PSCReview@ifpte21.org; sfsmsa@gmail.com; mshelley@dc16.us; david.canham@seiu1021.org; jtanner940@aol.com; oashworth@ibew6.org; L21PSCReview@ifpte21.org; LIUNA.local261@gmail.com; local200twu@sbcglobal.net; speedy4864@aol.com; Christina@sfmea.com; ecdemvoter@aol.com; thomas.vitale@seiu1021.org; Irwin, William; DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 44240 - 18/19

1 95 1

RECEIPT for Union Notification for PSC 44240 - 18/19 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 44240 - 18/19 for \$200,000 for Initial Request services for the period 05/01/2019 - 04/30/2021. 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/dhrrupal/node/12959> 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: DISTRICT ATTORNEY -- DAT

Dept. Code: DAT

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

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

Type of Service: Safety and Justice Challenge

Funding Source: John D. & Catherine T. MacArthur Foundation

PSC Amount: \$155,000

PSC Est. Start Date: 04/01/2019

PSC Est. End Date 09/30/2021

**1. Description of Work**

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

The San Francisco Office of the District Attorney George Gascón (SFDA) is the lead agency recipient of a grant from the MacArthur Foundation funded Safety and Justice Challenge (SJC). California Policy Lab (CPL) was named in the grant application as the independent research partner for the SJC grant. CPL will be responsible for the development, ongoing maintenance and updates to a virtual database and data visualization tool. CPL will explore the extent to which positive outcomes external to the justice system can be measured, including: social integration, economic security, housing, and health. CPL will develop the 'code book' for the migration of Public Safety Assessment (PSA) risk score information into the Jail Population Liaison dashboard based upon CPL's prior work on the PSA initiative. Lastly, CPL will review and validate the proposed metrics for mitigating racial and ethnic disparities a key strategy funded by the MacArthur Foundation. CPL will perform critical tasks to compile, analyze and represent the SFDA case level data required to meet the grant requirements. Without the CPL partnership there is no way to accurately track any reduction in racial and ethnic disparities for this initiative. Another funding criteria is sharing case-level data with the City University of New York Institute for State and Local Governance (CUNY ISLG) to support performance measurement, technical assistance, and other research and analysis designed to explore how initiative outcomes are achieved. CPL is the only entity as of the time of the application able to support the City and County of San Francisco to meet this qualification for the reasons previously stated.

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

As stated on one of the various grant terms and conditions, the Foundation that awarded this grant has the right to discontinue funding, rescind payments and require return of unspent funds based on reports do not comply with the terms of this agreement or fail to contain adequate information to allow the foundation to determine the funds have been used for their intended charitable purpose. Without the partnership with CPL to meet data and reporting standards CCSF would not be able to furnish the quality of reporting required.

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

n/a This service has not been provided in the past. This PSC is the initial request for this service.

**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.**

two years and six months duration

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

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



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

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

B. Explain the qualifying circumstances:

Compliance with Grant objectives and deliverables requiring unique skills, qualifications and expertise.

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

A. Specify required skills and/or expertise: Ability to work with complex and large datasets; Experience merging and cleaning JMS, CMS and DAMION Data; Expertise in analytical software including but not limited to STATA and R; Expertise in Jail Population trend analysis; and Expertise in Criminal Offender Records Information and related data protection laws and responsibilities.

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

n/a

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

A. Explain why civil service classes are not applicable.

n/a The expertise required for data analytics and program evaluation are needed on a time limited basis with temporary grant funding.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. n/a It is not necessary because the civil service class already exists. However, the services are time limited with temporary grant funding. Furthermore, the work requires specific skills, expertise and/or knowledge on data analytics and program evaluation of complex and large datasets.

**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. The contractor will develop scripts and code for merging data. This knowledge will be transferred to City and County employees.

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

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

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

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

7. **Union Notification:** On 04/25/2019, the Department notified the following employee organizations of this PSC/RFP request:  
Professional & Tech Engrs, Local 21

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

Name: Sheila Arcelona Phone: 415 734 3018 Email: sheila.arcelona@sfgov.org

Address: 850 Bryant Street, Room 322 San Francisco, CA 94103

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 45245 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 07/01/2019

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

**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [sheila.arcelona@sfgov.org](mailto:sheila.arcelona@sfgov.org)  
**To:** [Arcelona\\_Sheila \(DAT\); ecassidy@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Garrido\\_Lorna \(DAT\); DHR-PSCCoordinator, DHR \(HRD\)  
\*\*Subject:\*\* Receipt of Notice for new PCS over \\$100K PSC # 45245 - 18/19  
\*\*Date:\*\* Thursday, April 25, 2019 12:42:09 PM](mailto:Arcelona_Sheila(DAT); ecassidy@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Garrido_Lorna(DAT); DHR-PSCCoordinator, DHR (HRD)

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RECEIPT for Union Notification for PSC 45245 - 18/19 more than \$100k

The DISTRICT ATTORNEY -- DAT has submitted a request for a Personal Services Contract (PSC) 45245 - 18/19 for \$155,000 for Initial Request services for the period 04/01/2019 -- 09/30/2021. 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/12588> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again, change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

**Modification**  
**Personal Services Contracts**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: SHERIFF

Dept. Code: SHF

Type of Request:  Initial  Modification of an existing PSC (PSC # 38332 - 14/15)

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

Type of Service: Inmate Telephone Service Provider

Funding Source: Not Applicable

PSC Original Approved Amount: \$0

PSC Original Approved Duration: 11/01/15 - 10/31/20 (5 years 1 day)

PSC Mod#1 Amount: \$600,000

PSC Mod#1 Duration: 12/01/19-11/30/20 (4 weeks 2 days)

PSC Cumulative Amount Proposed: \$600,000

PSC Cumulative Duration Proposed: 5 years 4 weeks

**1. Description of Work**

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

The Inmate Telephone Service Provider will provide, install, operate and maintain a turn-key (complete system ready for immediate use) inmate, visitation and public payphone telephone system at the Sheriff's Department Facilities at no cost to the City. In addition, the Inmate Telephone Service Provider will pay a monthly commission to the Sheriff's Department's Inmate Welfare Fund from the gross revenue generated by completion of all calls processed by the Inmate Telephone Services.

**Scope Change**

The Sheriff's Department will amend the current inmate telephone contract with GTL to remove revenue commissions and to add language for the City to subsidize free phone calls for inmates.

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

This service provides the inmates the ability to communicate and remain connected with families and friends during incarceration. Studies have shown continued communications with family and friends reduces recidivism post incarceration. The service also contribute to the funding of the Inmate Welfare Fund (IWF). The Sheriff's Department utilizes the IWF for inmate educational programs, hobby and recreational programs, and inmate improvement. Denial of this service will equate to a lost of communication for the inmates and a large revenue impact to the IWF.

**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.**

Service provided under GTL Phone Contract.

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

Yes, the contract will be renewed.

- E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:  
The contract execution date was actually pushed out to 12/1/2016. Current contract period is 12/1/2016 - 11/30/2019. The extension is within the 5 year duration. The GTL Contract is attached for your reference.

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

A. Display all that apply

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

Explain the qualifying circumstances:

The Inmate Telephone Service Provider must have extensive experience and knowledge with Inmate Telephone Systems, Correctional Facilities, and Federal Communications Commissions. Must be able to install, operate and manage a turnkey inmate calling solution. The vendor must provide a sufficient number of lines, ports, and channels to ensure inmates are allowed to place calls 99.8% of the time. The City lacks the expertise and resources to provide the needed service.

B. Reason for the request for modification:

The Sheriff's Department is working with the Mayor's Office to reduce costs to inmates during their incarceration and to reduce the financial burden to the inmate's family and friends. The department will amend the current phone contract to convert from a revenue contract to a fixed price contract subsidized by the City to provide "free" phone calls for inmates.

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

- A. Specify required skills and/or expertise: The Inmate Telephone Service Provider must have extensive experience and knowledge with Inmate Telephone Systems, Correctional Facilities, and Federal Communications Commissions. Must be able to install, operate and manage a turnkey inmate calling solution. The vendor must provide a sufficient number of lines, ports, and channels to ensure inmates are allowed to place calls 99.8% of the time.
- B. Which, if any, civil service class(es) normally perform(s) this work? none
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, the Contractor will provide the lines, ports, channels, inmate specific phones and equipment, offsite redundancy and applications to manage, operate, and support this infrastructure.

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

Not Applicable

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

- A. Explain why civil service classes are not applicable.  
There are currently no civil services classes that meet the specific expertise required for this service.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: It would not be practical to adopt a new civil service class to perform this work given the specific expertise.

**6. Additional Information**

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

No.

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

No additional training required with amendment to 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.

BOS approved Item 170050 on 2/28/17

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

PSC 38332-14/15 was approved on 6/16/15

**7. Union Notification:** On 05/22/19, the Department notified the following employee organizations of this PSC/RFP request:

all unions were notified

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

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

Address: 1 Dr. Carlton B. Goodlett Dr., Room 456, San Francisco, CA 94102

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 38332 - 14/15

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 07/01/2019



# **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:** Wednesday, May 22, 2019 9:31 AM  
**To:** Gong, Henry (SHF); camaguey@sfmea.com (contact); ablood@cirseiu.org; kcartermartinez@cirseiu.org; ecassidy@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; sarah.wilson@seiu1021.org; kschumacher@ifpte21.org; kpage@ifpte21.org; tjenkins@uapd.com; eerbach@ifpte21.org; tmathews@ifpte21.org; amakayan@ifpte21.org; jb@local16.org; Ricardo.lopez@sfgov.org; Basconcillo, Katherine (PUC); Sandeep.lal@seiu1021.me; pcamarillo\_seiu@sbcglobal.net; MRainsford@Local39.org; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; pkim@ifpte21.org; agonzalez@iam1414.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; gail@sfflocal798.org; cityworker@sfcwu.org; davidmkersten@gmail.com; djohnson@opcmialocal300.org; hodlocal@pacbell.net; ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org; xiumin.li@seiu1021.org; Poon, Sin Yee (HSA); smcgarry@nccrc.org; rmitchell@twusf.org; grojo@Local39.org; jduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org; L21PSCReview@ifpte21.org; sfsmsa@gmail.com; mshelley@dc16.us; david.canham@seiu1021.org; jtanner940@aol.com; oashworth@ibew6.org; L21PSCReview@ifpte21.org; LiUNA.local261@gmail.com; local200twu@sbcglobal.net; speedy4864@aol.com; Christina@sfmea.com; ecdemvoter@aol.com; thomas.vitale@seiu1021.org; DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Modification Request to PSC # 38332 - 14/15 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The SHERIFF -- SHF has submitted a modification request for a Personal Services Contract (PSC) for \$600,000 for services for the period December 1, 2019 – November 30, 2020. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

If SEIU is one of the unions that represents the classes you identified in the initial PSC and the cumulative amount of the request is over \$100,000, there is a 60 day review period for SEIU

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/13072>

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)**

**Appendix A  
Scope of Services**

**1. Description of Services**

This Agreement is made by and between the Department and Contractor pursuant to RFP #SHF2015-01 and Bid Addendums #1 through #8.

Contractor agrees to perform the following services:

All written Deliverables, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

**A. Scope**

- 1) Provide, install and maintain a turn-key (complete system ready for immediate use) inmate, visitation and public payphone telephone system at the Department Facilities listed in Appendix A, Section 1, A, "Scope". Contractor shall provide telephone services to the inmates utilizing an inmate telephone system (ITS) in accordance with the requirements and provisions set forth in this Agreement.
- 2) Work with Department's Designated Agent in the management of the day-to-day operations of the inmate telephone Contractor; which includes monthly operational meetings and conference calls. The Contractor shall accept the Department's direction in working with its Designated Agent.
- 3) Facilities Serviced: Contractor understands that jail number designations may change and that there is no guaranteed number of inmates in custody at any time.

County Jail #1 425 7 <sup>th</sup> Street San Francisco, CA 94103	County Jail #2 425 7 <sup>th</sup> Street San Francisco, CA 94103	County Jails #5 1 Moreland Drive San Bruno, CA 94066
County Jail #3 (Currently Empty) 850 Bryant Street 6 <sup>th</sup> Floor San Francisco, CA 94103	County Jail #4 850 Bryant Street 7 <sup>th</sup> Floor San Francisco, CA 94103	County Jail #6 (Currently Empty) 1 Moreland Drive San Bruno, CA 94066

	CJ #1	CJ #2	CJ#3	CJ #4	CJ #5	CJ #6
Availability for Inmate Telephone Use:	24/7	24/7	24/7	24/7	24/7	24/7
Phone Call Time Limit:	15 Minutes					
<b>REQUIREMENTS</b>						
Inmate Telephones Required:	20	74	59	59	64	48
Visitation Telephones Required:	4	10	46	64	76	0
Portable/Cart Phones Required:	1	1	1	1	1	1
Telephone Devices for the Deaf (TDD) Units Required:	1	1	1	1	1	0
Coin Pay Telephones Required:	0	1	2	1	2	0

**B. General System Components:**

**1) Components:**

- a. The Department requires a turnkey inmate calling solution which shall include, without limitation, collect, pre-paid collect, pre-paid cards, debit, free calls and recording of phone visitation sessions. Contractor shall install and operate inmate and visitation telephones, and related equipment. Contractor shall, without cost to the Department, provide all wiring for the inmate and visitation telephones, install the inmate and visitation telephones and the related hardware and software specifically identified herein, to enable inmates at the Facilities to complete, without limitation, local, long distance and/or international collect, pre-paid collect, pre-paid card, debit and free calls as well as visitation sessions from the Facilities listed in Appendix A, Section 1, A, "Scope".

**2) Lines:**

- a. Contractor shall provide a sufficient number of lines, ports, channels, etc. to ensure inmates are allowed to place calls 99.8% of the time. The Department reserves the right to require Contractor to revise its configuration to a 1:1 (telephone to line, port, etc.) ratio should the configuration installed by Contractor result in inmate complaints for busy signals or unavailable prompts. Such configuration changes shall be completed by Contractor at no cost to the Department.
- b. The reception quality shall meet telecommunication industry standards and shall be at least equal to the quality available to the general public. All telephones installed must include volume control.
- c. Contractor shall provide test-lines for ITS and visitation checks as required by the Department.
- d. Additional technology to be implemented, such as the pilot Video Visitation Solution (VVS) outlined in Appendix A, Section B, 16, "Video Visitation Service" of this Agreement, shall require wiring to be provided by Contractor at no cost to the Department.

**3) Existing Infrastructure:**

The Contractor may, with the permission of the Department and at its own risk, utilize conduit and wire or other components currently in place at the Facilities.

**4) Debit Application:**

- a. The debit application shall work with the ITS.
- b. Contractor shall provide a fully integrated, electronic debit calling process through the Department Commissary Provider (CP) for the ease of transferring money from the inmate's trust fund account to the ITS debit account as well as refunding any unused funds to the trust fund account upon the inmate's release. Inmates shall be allowed to purchase debit in \$10.00 increments. The debit funds shall post in the ITS within 24 hours of purchase by the inmate.
- c. The debit application shall allow for pre-payment to a specific telephone number or an inmate's account.
  - i. Inmate friends and family shall be capable of depositing funds into an inmate's trust account through lobby kiosk at County Jail #1 and County Jail #5.
  - ii. Contractor shall be capable of accommodating the deposit methods approved by the Department.
- d. Contractor's ITS shall have full integration with the CP at the Department facilities to implement the required electronic debit calling integration for ease of inmate debit fund transfers from their fund accounts. The Department shall not be responsible for paying any amounts associated with the required interfaces.
- e. Contractor's debit application shall have the capability to terminate the debit account and issue a real-time of the remaining balance to the inmate through the CP's Inmate Trust Fund Accounting System. Funds not returned for whatever reason shall be accounted for via the accounting process. A refund will only be made if requested by the Department or CP to ensure requests are legitimate. Inmate requests for refunds shall be denied by the Contractor.
- f. The Department shall be able to access ITS at any time via a web application to view debit records, inclusive of the inmate's debit balance, as required.
- g. The ITS shall provide the inmate with the balance of the debit account at the time of the call.
- h. The debit application shall allow international calls.
- i. Contractor shall supply, at the Department request, signage, brochures, flyers regarding the ITS and/or Contractor's pre-paid and debit programs at no cost to the Department.

**5) Monitoring and Recording:**

- a. The ITS shall be capable of monitoring and recording all inmate and visitation calls from any telephone within the Facilities unless there are restrictions that prohibit the recording and monitoring of certain calls and visitation sessions. The ITS must provide an automated message to advise the participants that the visitation session may be monitored and recorded. The automated message shall be provided in English, Spanish, Cantonese or any other language specified by the Department. All inmate-attorney calls (or Public Defender) are not and shall not be recorded. The ITS shall be able to exclude restricted or privileged calls and visitation sessions and clearly designate non-recorded calls/visitation session within the ITS user application. The ITS shall allow designated users at the Facilities to play back a recorded call/visitation session or a call in progress (e.g. live monitoring) via the ITS user application.
- b. The ITS shall be capable of recording calls/visitation sessions in a manner allowing designated users to isolate the inmate or the end-user side of the recording for playback.
- c. The ITS shall be configured by default to record visitation sessions. If there is a specific request by the Department or authorities not to monitor a particular visitation session, the request is submitted to the Department, and upon its sole authorization, monitoring may be disabled. Contractor shall accept the Department's direction relative to these instances. Recording of visitation sessions shall be completed as authorized by the Department. Contractor shall provide a monthly report documenting the visitation recording settings. The ITS shall have the capability of allowing the Department to activate/deactivate the recording feature for the visitation stations without the involvement of Contractor.
  - i. Contractor shall pay the Department liquidated damages in the amount of \$300.00 per each instance wherein visitation sessions are recorded without the authorization of the Department or direction from the Department regarding the settings for monitoring/recording the visitation sessions was not followed.
- d. The ITS shall provide simultaneous playback and continuous recording of calls and visitation sessions.
- e. Live monitoring shall allow the Department to view, at a minimum, the following information in chronological order.
  - i. Call Start Time;
  - ii. Facility;
  - iii. Phone Location Name;
  - iv. Inmate Name;
  - v. Inmate ID
  - vi. Inmate Personal Identification Number ("PIN");
  - vii. Called Number;
  - viii. Called City, State;
  - ix. Call Type;

- x. Bill Type;
  - xi. Call Status; and
  - xii. Duration.
- f. All Call Detail Records (CDRs) including all attempted and completed calls, shall be stored online for a minimum period of 3 years and stored offline for a minimum period of 7 years following the expiration of the Agreement.
  - g. All call recordings and approved recordings of visitation sessions shall be stored online for a minimum period of 1 year and offline indefinitely following the expiration or termination of the Agreement and any Amendments.
  - h. The Department agrees that Contractor has no responsibility to advise it with respect to any law, regulation, or guideline that may govern or control telephone call recordation or monitoring by the Department, or compliance therewith. The Department has its own legal counsel to advise it concerning any and all such law, regulation, or guideline, and compliance therewith, and makes its own determination on when and how to use the inmate call monitoring and recording capabilities supplied through this Agreement. Contractor disclaims any responsibility to provide, and in fact has not provided, the Department any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith.
  - i. The Department further acknowledges that all CDRs and call recordings contained in the inmate telephone system equipment provided by Contractor to it are the exclusive property of the Department for the term of this Agreement and any resulting extensions of this Agreement.
  - j. Contractor shall be responsible for supplying all storage media (CDs/DVDs, flash drives, etc.) at no cost to the Department throughout the life of the Agreement and any renewal terms. Storage media shall be delivered to the Department via request to the Contractor On-Site Administrator.
    - i. Contractor shall pay the Department liquidated damages in the amount of \$300.00 per each instance wherein the Department suffers one or more lost, unrecoverable or un-useable recording(s). The Department agrees to notify Contractor of such instances and provide up to 7 days per instance for Contractor to produce the call recordings. Contractor shall be notified of the total amount due via written notice from the Department. The Department will invoice Contractor and payment shall be due within 30 days of Contractor's receipt of invoice.
  - k. The Department does not require workstations under this Agreement aside from that for the Contractor-provided site administrator. Access to the ITS shall be completely web-based and shall provide real-time, anywhere, anytime access (including on mobile devices, tablets, etc.) to



- the ITS user application no cost to the Department.
- l. For the term of the Agreement, the Department shall have access to all CDRs from all remote access computers/devices, based on the user's access level.
  - m. The ITS shall be capable of providing alerts for certain calling events and, at a minimum, allow designated users to receive or be forwarded a live call/visitation session to a specified destination.
  - n. The ITS shall be capable of sending alerts to telephone numbers (including cellular phones), email addresses, pagers, SMS text, or to PCs.
  - o. The ITS user application shall transfer/copy/export recordings with no loss in quality and shall be capable of placing an audio and visual date/time stamp with the recording.
  - p. Contractor shall provide, at no cost to and upon request by the Department, personnel or resources to testify in court regarding the process utilized by the ITS to copy/export recordings and CDRs while maintaining authenticity of the recording and CDR.
  - q. The ITS shall be capable of emailing and copying recorded calls and visitation sessions onto a CD/DVD or other storage medium in audio or MP3/data format with tamper free capabilities.
  - r. Contractor shall provide its Call Analyzer software at no cost to the Department allowing for additional analysis of the call and visitation recordings.

**6) Intake Phones:**

- a. ITS shall allow free, local telephone calls from a specific group of inmate telephones or a specific Facilities.
  - i. Contractor's telephones installed in the Intake & Release Center on the first floor of County Jail #1, shall allow inmates to make telephone calls to locations within the local calling area free of charge and on a collect only basis if the call is to a location outside of the local calling area.
  - ii. Contractor will provide signage displaying the list of free local calling area codes upon request by the Department.
  - iii. Contractor shall accept direction from the Department on whether calls from these telephones shall be recorded.
- b. Contractor shall provide modular units for the occurrence of mass arrests. Portable phones shall be custom mounted on metal four wheel dollies for easy and stable transport and stable end-use. Contractor shall:
  - i. Provide units with poly-urethane, non-marring, ball-bearing, smooth running, lockable wheels.
  - ii. Provide with push-cart handle and location to secure the unit to a fixed item. Provide plug-in extension length as required. Unit platform shall be aluminum or finished metal.
  - iii. Provide phone outlets at predetermined locations for interconnect to ITS system.

- iv. Provide the quantity of portable phones required by the Department as outlined in Appendix A, Section, 1, A, Table 1, "Facilities Information and Requirements."
- c. In case of ITS system failure, the ITS shall provide an easily switchable bypass to remove the intake phone system from the ITS system and to access outside lines directly upon failure of the ITS system. Such workaround may be provided as follows: cutoff switching at an agreed upon location from the ITS system with a "land-line" cut-in interface for standard phone service. This is to meet legal requirements to provide phone calls within the first 2-hours of custody. Further, Contractor shall provide the Department with a tertiary backup solution utilizing a cellular telephone network which does not rely on a standard telco circuit. The tertiary method will allow the inmates to place calls through hand-held devices which shall be approved by the Department.
- d. Contractor shall provide hands-free suicide resistant telephones at specific locations as required by the Department.

**7) Informant Line:**

Contractor shall be able to establish an informant line, to allow anonymous submission of information, at no cost to the Department. Calls to the informant line shall be free and shall be routed via the ITS to a destination designated by the Department. Contractor shall accept the Department direction for how the informant line is configured through the ITS.

**8) Pay Phones:**

Contractor shall furnish, install and maintain public pay telephones in the locations specified by the Department for use by the general public; the required quantity of pay telephones is detailed in Appendix A, Section, 1, A, Table 1, "Facilities Information and Requirements". The public telephones shall be furnished, installed and maintained by Contractor at no cost to the Department. All commissions and reporting due to the Department for the public telephones installed by Contractor shall follow Appendix A, Section 3, "Reports". The calling rates for the public pay telephone(s) shall mirror the collect calling rates chosen for the ITS. Gross Revenue shall include all local, Intralata/Intrastate, Interlata/Intrastate, Interlata/Interstate and International collect, credit card and coin revenue, less monthly Local Exchange Carrier (LEC) line charges. The commission rate on Interstate Gross Revenue shall be 0%. The commission rate for all other Gross Revenue is defined in Article 3, Section 3.3.1 "Payment" of the Agreement.

**9) Cooperation:**

- a. For the initial installation, Contractor will work with its Designated Agent, the Department's Bureau of Building Services (SBBS), ITSS, Facilities staff and the incumbent inmate telephone service provider to ensure an orderly transition of services, responsibilities and continuity of the services

- required by the Department.
- b. Contractor shall cooperate fully and in a timely fashion to provide reports, summaries, reconciliation support, adjustments to system parameters as required for a seamless transition. Upon request by the Department, Contractor shall attend meetings and provide access to decision making personnel at any/all times.
  - c. Upon expiration, termination, or cancellation of the Agreement, Contractor shall accept the direction of the Department and shall work with its Designated Agent, the Department SBBS, ITSS, Facilities staff and the new inmate telephone service provider to ensure inmate telephone services are smoothly transitioned. At a minimum, the following shall apply:
    - i. Contractor acknowledges that the CDRs, call and visitation recordings, documentation, reports, data, etc., contained in the ITS are the property of the Department. The Department acknowledges the ITS hardware and software are the property of Contractor.
    - ii. The CDRs, call and visitation recordings, documentation, reports, data, etc. shall be provided to the Department by Contractor on a storage medium and in a user-friendly, searchable and electronic format at no cost to the Department within 15 days following the expiration and/or cancellation of the Agreement. Contractor shall accept the Department's reasonable decision whether the solution provided is acceptable.
    - iii. Contractor shall discontinue providing service or accepting new assignments under the terms of the Agreement, on the date specified by the Department. Contractor agrees to continue providing all services in accordance with the terms and conditions, requirements and specifications of the Agreement for a period not to exceed 90 calendar days after the expiration, termination or cancellation date of the Agreement. Commissions will be due and payable by Contractor to the Department at the percentage provided in the Agreement until collect, debit and/or pre-paid calls are no longer handled by Contractor.
  - d. Contractor agrees to remove its equipment at the conclusion of the Agreement in a manner that will allow the reuse of wiring/cabling associated with the ITS and any additional technologies provided by Contractor during the Agreement term.

**10) Installation:**

- a. Contractor shall be responsible for all costs associated with the inmate telephone and visitation system, which shall include but not be limited to, the necessary labor, parts, materials, transportation purchase of equipment, wiring, new electrical circuits, cables, installation, service, maintenance, voice network and transmission, data network, and day-to-day operation to maintain all proposed telephones in good working order and in compliance with the equipment manufacturer's specifications.

- b. Contractor's ITS shall not be configured to reside on or use the Department network.
- c. Contractor agrees to obtain the Department written approval before making any physical changes to the Facilities, such as drilling into walls, floors, ceilings or any other portion of the Facilities. This includes existing, newly constructed and/or expanded Facilities.
- d. Contractor shall install the telephones, pedestals, enclosures and ITS equipment and software in accordance with the manufacturer's specifications.
- e. All telephone equipment provided shall be fully operational at the time of the initial installation.
- f. The telephone sets shall be suitable for a correctional environment, as reviewed and approved by the Department. At a minimum telephone sets shall be, stainless steel, sturdy, non-coin, and vandal and tamper resistant; the cord length for the inmate and visitation telephones is specified in Appendix A, Section 1, A, Table 1, "Facilities Information and Requirements." Placards containing dialing instructions in English, Spanish and Cantonese shall be placed on each phone and shall be replaced each time an inmate telephone set is replaced. The telephones must not contain any exterior removable parts. Proposed telephone sets must:
  - i. Use Security Torx screws (tamper resistant with a 6-point star-shaped screw head) as the installation standard. Caulking must be pick resistant. Anchors must be heavy duty. Installation must be concealed.
  - ii. Use maximum security installation to prevent the concealment and passage of contraband.
  - iii. Use Suicide resistant components (products made specifically to reduce the incident of suicide) in holding cells, sobering cells or as directed by the Department and/or the State Authority having jurisdiction - the Board of State and Community Corrections. Sobering cells are to have telephones that are hands free and flush to the wall. All inmate jail telephones in high risk areas are to have cords no longer than 8 inches.
- g. Contractor shall post calling rates near each inmate telephone or group of inmate telephones. Calling rate flyers and/or additional inmate telephone related information shall be provided by Contractor upon the Department request and at no cost in three languages: English, Spanish and Cantonese.
- h. At no cost to the Department Contractor shall install additional telephones (inmate and visitation), monitoring and recording equipment as needed, within 30 days of request. The ITS shall have the capacity to expand for the accommodation of any additional phones as requested by the Department and at no cost. This includes newly constructed or expanded Facilities.

- i. If the installation of the additional telephones (inmate and visitation) is not completed within 30 days, Contractor may incur liquidated damages in the amount of \$500.00 for each day beyond the 30-day installation date until the installation is complete. However, Contractor shall not incur liquidated damages if the cause of the delay is beyond the Contractor's reasonable control.
  - ii. Should Contractor incur liquidated damages, the Department will invoice Contractor. Payment of the invoice shall be made to the Department within 30 days of Contractor's receipt of the invoice.
- i. Contractor shall provide, install, maintain, replace and upgrade adequate surge and lightning protection on all equipment used for the ITS.
- j. All telephone equipment shall be powered by the telephone line, not require an additional power source and shall have an Uninterruptible Power Supply (UPS) back-up power. A separate power supply shall not be required. A power source will be available at the demarcation location.
  - i. Contractor shall provide the UPS back-up power source to ensure there is no loss of recordings or real time call data in the event of a power failure.
- k. Installation of all telephones and related equipment shall be accomplished during normal business hours at the Facilities or as otherwise specified by the Department.
- l. Contractor shall clean-up and remove all trash and packaging materials resulting from work performed.
- m. Contractor shall correct any damage to the Department property caused by maintenance or installation associated with the ITS, including repairs to walls, ceilings, etc.
- n. Contractor shall install, repair and maintain all Contractor-provided equipment and lines, including but not limited to, any wiring or cable work required throughout the Facilities. All Contractor-provided equipment, installation, maintenance, repair costs and all costs or losses due to vandalism shall be the total responsibility of Contractor.
- o. Upon completion of the initial installation and any ongoing installations, Contractor shall provide the Department with a list of telephone numbers, equipment specifications and locations of each device/unit.
- p. Contractor shall provide written documentation indicating that all circuits have been tested and all cables, pairs, fiber strands, blocks, etc. are legibly marked after the completion of each installation.
- q. Contractor shall install/mount its equipment in accordance with the Department requirements.
- r. Installation shall be completed within a schedule that meets the operational needs of the Department, including scheduling installation activities as times that require that least use of overtime for the Department.

**11) Existing Conditions:**

- a. Use of existing conduit, raceways, cable, wiring, switches and terminal

within the Facilities is at the risk of Contractor. Exposed wiring is not permitted. Ownership of any wiring or conduit installed under the Agreement by Contractor becomes the Department property upon termination and/or expiration of the Agreement.

- b. Contractor agrees that if any cabling work is required as part of any installation, all new cables shall be used and marked clearly and legibly at both ends, and meet all applicable Electronic Industries Alliance/Telecommunications Industry Alliance (EIA/TIA) wiring standards for commercial buildings and must be approved by the Department maintenance personnel.
- c. Contractor planning and space usage shall take into account the existing conditions and limited spaces for equipment.
- d. The Contractor shall inform the Department of any plan to alter existing infrastructure. All alterations to the existing structure will require planning and approval by the Department. Planning and approval by the Department shall precede work within the confines of the older structures of County Jails #1, #2, #3 and #4, located at 425 7<sup>th</sup> Street and at 850 Bryant St., where asbestos containing material is known to exist and elsewhere as appropriate. Routing shall take into consideration such hazards.
- e. HAZMAT: Existing hazardous material reports will be disclosed and the Department shall be responsible to abate Contractors pre-approved proposed work. Contractor operations shall take into account reasonable time to complete abatement work. Upon finding potentially hazardous material, work shall be suspended. Work will resume only after a resolution has been reviewed and approved by the Department.
- f. Contractor is responsible for all other non-hazardous material work coordination. This may include but not limited to UDS (subsurface/underground detection i.e. Ferro scan, x-ray, tracing etc.), and pathway planning and installation including coring, structural /non/structural repairs or patching as approved by licensed professionals and/or the Department as applicable.

#### **12) Transition/Operation:**

- a. Initial installations of the ITS must be completed within 60 days of the effective date of the Agreement. Initial installations surrounding a VVS pilot shall be completed within 180 days upon completion of the initial installations and at a Facilities designated by the Department.
  - i. If any portion of the installation is not completed within the timeframe allowed in the agreed-upon implementation plan, Contractor may incur liquidated damages in the amount of \$500.00 for each day beyond the installation date until the installation is complete. However, Contractor shall not incur liquidated damages if the cause of the delay is beyond the Contractor's reasonable control.
  - ii. Should Contractor incur liquidated damages, the Department will invoice Contractor. Payment of the invoice shall be made to the

Department within 30 days of Contractor's receipt of the invoice.

- b. Contractor shall provide documentation and progress reports. Within seven (7) days of Agreement execution, Contractor shall establish a transition work group and shall begin convening within Weekly Meetings. The transition work group is comprised of the Department's Designated Agent, SBBS, ITSS, Facilities staff, and compliance monitor. Contractor shall provide detailed agendas and summary meeting minutes and establish schedules/timelines, milestones, equipment lists, progress reports and responsibility assignments.
- c. Contractor shall have a 30 day debugging/fine-tuning period upon completion of the 60 day initial installation period. Following the 30 day debugging period, and upon final review and approval by the Department, full commencement of the system will begin.
- d. Transitional down time shall be as approved in the joint transition team meetings, but in no case shall any portion of the ITS system lose its intended usage capability for more than one day. There shall be no loss of service for intake telephones at County Jail#1.

**13) Automated Visitation Scheduling:**

- a. Contractor shall provide the Department with its Renovo Software to manage the scheduling of visits for its Facilities at no cost.
  - i. If a renewal of the Renovo Software is required prior to the execution of this Agreement, the Contractor will reimburse the Department in the amount of \$25,000.00 for the cost of its Renovo Software to manage the scheduling of visits for its Facilities.
  - ii. The Department will invoice the cost of the Renovo Software to the Contractor.
  - iii. The Contractor will remit payment to the Department within 30-Days of receiving the invoice.
- b. Contractor's visitation scheduling solution shall be inclusive of the following minimum requirements. The visitation scheduling solution shall:
  - i. Be a web-based scheduling application allowing visitors (public and professional) to register and schedule visits using a standard internet browser and internet connection.
  - ii. Interface with the Department JMS. The Department shall not be responsible for paying any amount associated with the required interface.
  - iii. Require visitors to complete a registration process prior to scheduling a visit with an inmate at the Facilities.
    - 1. The registration process shall capture, at a minimum, the visitor's name, address, date of birth, email address, telephone number and identification such as a driver's license number. Contractor's system shall provide the visitor with a password with the capability to reset the password at any time.

- iv. Have the capability to allow visitors to schedule visits for a particular inmate, date and time.
  - 1. The visitor shall receive a confirmation email or text message once the visit has been scheduled.
  - 2. The visitor must be required to accept the visitation terms and conditions set forth by the Department with each scheduled visit.
- v. Have the capability to schedule a "no visitations" event with customizable durations for an inmate, station, station group, and/or housing unit.
- vi. Be capable of restricting a visitor from visiting a certain inmate or all inmates at the Facilities.
- vii. Allow the option for the Department to manually schedule visits on behalf of visitors.
- viii. Provide a daily report listing all scheduled visits for that day.
- ix. Cancel the scheduled visit and send a notification to the visitor in the event of inmate movements from one Facility to another or upon release. The notification shall be in the form of an email or text message.
- x. Allow for smart phone scheduling. If the visitation scheduling solutions does not currently have this capability, Contractor shall provide information on its research and development progress.

**14) Commissary Ordering Service:**

Contractor shall provide the Department with its commissary ordering via a speed dial through the ITS at no cost.

**15) Automated Information Technology:**

- a. Contractor shall provide automated information technology inclusive of a telephone tree format at no cost to the Department. The automated information technology shall be capable of providing general information, pertaining to an inmate's status within the Facilities and such information shall be accessible by both the inmate and friends and family members. The information shall include, but not be limited to the following:
  - i. Inmate last name;
  - ii. Inmate first name;
  - iii. Inmate middle name;
  - iv. Inmate ID or booking number;
  - v. Inmate date of birth;
  - vi. Inmate gender;
  - vii. Charge statue number;
  - viii. Description of charges;
  - ix. Projected release date;
  - x. Inmate location;



- xi. Court appearance date and time;
- xii. Court and court contact information;
- xiii. Bond type;
- xiv. Bond amount;
- xv. Bail amount;
- xvi. Charge status;
- xvii. Holds from other agencies; and
- xviii. Inmate type (e.g. Federal, regular, transfer etc.).

- b. The automated information technology shall interface with JMS at no cost to the Department.

**16) Video Visitation Service:**

- a. The Department will implement a VVS pilot and to support that pilot Contractor shall meet each of the following VVS requirements. Should the Department proceed with full implementation of VVS beyond the pilot program, the Department and the Contractor will negotiate and amend the existing Agreement.
  - i. Provide a fully integrated, automated scheduling software to manage all video visitations.
  - ii. Allow free onsite video visitation sessions and remote video visitation sessions at an agreed-upon rate. Contractor shall not exceed a rate of \$12.00 per completed remote visit.
  - iii. Limit the length of each video visitation session to a configurable duration. The Department requires that each regular video visitation session is 15 minutes in duration and a professional video visitation session is 30 minutes. Regular video visitation is defined as a session between inmate and family/friends and professional video visitation is defined as a session between inmate and legal counsel.
  - iv. Designate professional visitors, such as legal counsel, to ensure the video visitation sessions are not recorded; provide full monitoring and recording for all other video visitation sessions and store video visitation recordings online for a period of 90 days. Contractor will provide training to SFSD (at no cost) to access and interpret stored video visitation recordings.
  - v. Provide durable, vandal-free video visitation stations with the capability to offer VVS and other applications approved by the Department.
  - vi. Provide VVS with prompts in English, Spanish and Cantonese.
  - vii. Provide power over Ethernet ("POE") and complete all wiring and installation work required to implement VVS.
  - viii. Provide ongoing support and maintenance for all VVS hardware and software, including all repairs and replacements for the life of the Agreement.
  - ix. Accommodate a ratio of 1 inmate video visitation station for every

45-50 inmates.

- x. Install 2 onsite visitor video visitation stations per Facility.
- xi. Install a monitoring station with the capability for Department staff to view real-time video visitation session activity. The Department prefers a 60" screen size with the capability to view 12-16 simultaneous video visitation stations in a thumbnail format on the monitoring screen.
- xii. Web-based user application allowing the Department to access video visitation activity for a particular inmate, visitor, or visitation station(s).
- xiii. Allow authorized users download/copy recorded files and/or view recordings from within the user application VVS application.
- xiv. Capability to conference video visitation sessions for professional visits connecting the inmate, an attorney and the courtroom.

**C. Contractor Operating Requirements**

**1) Contractor's Operations:**

Rules and Regulations: Employees and agents will comply with all the Department rules and regulations concerning conduct on Facility property and contact with inmates. At the Contractor's expense, all Contractor employees will be subject to a background check and fingerprinting by the Department. If the background check indicates a reason the employee is not suitable for admission to the Facilities, the Contractor will be notified, and Facility access will be denied. Contractor employees should have a Contractor picture identification badge for admission to the Jails.

a. **Laws:** Contractor must be authorized by the appropriate governing body and/or regulatory agency to be an Inmate Telephone Service Provider, and shall comply with all applicable laws, rules, regulations and orders. The ITS Contractor shall comply with all State, County or Municipal Government and Federal Government and/or Utility Commissions rules & regulations, and shall collect and remit all fees not limited to state, state tax, federal, universal funding fees and all other applicable fees.

b. **Codes:** Follow all building codes as applicable for the installations. It shall be the responsibility of the Contractor for all permits and fees associated with the costs of any installation.

**2) Drug Free Workplace:**

The Contractor must ensure that a "Drug Free Workplace" policy is maintained with its workforce.

**3) Subcontracting:**

Contractor is prohibited from subcontracting this Agreement or any part of it unless subcontracting is first approved by the Department in writing. Neither party shall, on the basis of this Agreement, agreement on behalf of, or in the name of, the other party. An agreement made in violation of this provision shall confer no

rights on any party and shall be null and void and shall be subject to all conditions that are applicable to the prime Contractor." Contractor must follow all City contracting rules regarding subcontracting.

**4) Phone company services:**

The ITS Contractor shall be solely responsible to coordinate, communicate with, acquire and install any needed service item from any communication utility or entity.

**5) Field Representative/Full-Time On-Site Administrator**

- a. At no cost to the Department and with the initial installation, Contractor shall be responsible for employing a Contractor-provided site administrator. The on-site administrator shall have professional communications, troubleshooting and reporting skill sets for interaction with Department management and inmates. Such person shall be named, background checked and be actively involved during the initial installation. Contractor is responsible for ensuring the on-site administrator is on-site from 8:00 am - 5:00 pm (PST), Monday – Friday, totaling 40 hours a week during the entire life of the Agreement, including the initial installation and has a fully configured workstation, email account and access to Microsoft Office (or equivalent) to perform, at a minimum, the duties and responsibilities listed below:
  - i. Maintain all databases associated with the ITS and VVS;
  - ii. Enter all PINs, PANs (Personal Allowed Numbers), blocked numbers and any other new inmate calling information in the ITS including Pro-Per inmates designated by the courts to advocate on their own behalf, rather than being represented by a lawyer;
  - iii. Research and respond to inmate requests; when requested by the Department, responses back to the inmates shall be in person; a monthly report of all inmate responses and action taken shall be provided to the Department.
  - iv. Receive and resolve all administrative requests, comments and questions;
  - v. On a weekly basis, perform preventative maintenance by reviewing the functionality of the ITS and VVS and performing a full walk-through of the Facilities documenting that each telephone has been inspected;
  - vi. Upon the Department request, provide the necessary documentation and assistance for investigations;
  - vii. Upon the Department request, provide monthly activity and maintenance reports for collect, pre-paid and/or debit calls and video visitation sessions;
  - viii. Provide a monthly report showing any recording setting changes for each of the visitation telephone stations;
  - ix. Provide a weekly report, which at a minimum shall include a list of

- all requests, service tickets and issues and the status of each; and
- x. Any additional ITS and VVS related activities specified by the Department.
  - b. If the on-site administrator position is vacated and not filled by Contractor within 15 days, Contractor shall pay the Department \$2,000.00 for every 15 day period thereafter that the position remains vacant.

**6) Prior Notice:**

Contractor agrees to give the Department 14 days prior notice if Contractor intends to change the Department's account representative. Changes of account representative shall be subject to the Department approval, provided that said change is not due to circumstances such as death, sudden loss of employee or other circumstances outside of Contractor's control. Contractor agrees to change account representative upon request by the Department.

**7) Maintenance and Repair:**

- a. Contractor shall respond to repair requests from the Department by arriving at the site promptly after reasonable notice has been given on a 24-hours a day, 7- days a week, 365-days a year basis.
- b. Repairs or replacement of nonworking or damaged equipment or software shall be started by a qualified technician within 30 minutes and not to exceed 3 hours following notification of a service request or ITS failure. Contractor must exhibit to the Department a best effort approach to the completion of the repairs or replacement during the first 24-hours following notification of a problem.
- c. Contractor shall pay the Department liquidated damages in the amount of \$300.00 per each instance wherein the Department suffers un-usable equipment. The Department shall be notified of progress and/or delays in progress until the problems are resolved. Contractor shall notify the Department any time additional technicians or a technician other than the on-site administrator will be dispatched to the Facilities and prior to the technician's arrival.
- d. The Department may cancel the Agreement with Contractor if Contractor has not cured a service problem within 10 days of Contractor receiving notice of the problem from the Department.
- e. Each party shall report to the other party any misuse, destruction, damage, vandalism, etc. to the ITS. Contractor will assume liability for any and all such damages.
- f. All operation, maintenance and repair issues regarding the ITS service shall be reported by Contractor to the Department and its Designated Agent promptly.

**8) Remote Diagnostics:**

Contractor shall ensure continuous diagnostics and supervision for call and visitation processing and call and visitation recording. Contractor shall be capable of

performing remote diagnostics to the ITS to determine if a problem exists with the telephone, station port, channel, line, etc. Contractor shall provide detailed information on the frequency Contractor performs remote diagnostics and troubleshooting processes which shall include failure reports, alarms, service history and other steps taken.

**9) Materials:**

- a. The Department requires the following equipment be provided at all times for the full-time on-site administrator:
  - i. ITS components rated for the correctional environment, must perform as intended in the jail environment.
  - ii. In-stock and over-the-counter parts and systems should be used for standard usage and repairs. Spare parts may be stored on-site, within a secure and mutually agreed upon location. Contractor will provide the following cabinet and locking keys at two locations; one cabinet at San Bruno facility, and one at a San Francisco facility.
    - Strong-Hold® cabinet, with locking doors
    - Standard, floor standing
    - 4-ft. wide X 2-ft. deep x 5-ft tall.

**10) Software:**

- a. All information regarding blocked phone numbers, and any additional information regarding the use and usage of the ITS must be included in the software design.
- b. Contractor will perform an annual evaluation comparing the current implemented software against industry standards. Contractor will document and present all findings. As potential upgrades to software become available, Contractor shall represent and warrant that the Department shall be awarded the right to use or refuse the upgrade. Any approved upgrade to the ITS, and any accompanying hardware, will be at no cost to the Department, and will be authorized by notification in writing. ITS Contractor shall maintain upgrades to all programs, firmware, etc. for the most stable balance between "state of the art" and proven systems. Contractor shall archive any previously used version and any restoration products in the event a need arises to access them.
- c. Contractor shall warrant and keep current all licenses required by law throughout the term of the Agreement, including amended extension periods.
- d. Any upgrades or routine system diagnostic monitoring and back-up shall be accomplished with minimum system operation interruptions, shall be performed at low usage periods, and at no cost to the Department.

**11) Facility Security:**

- a. All installation, service, maintenance and repair of Contractor telephones shall be performed in strict compliance with San Francisco Sheriff's Department Jail Clearance Policy attached herewith as Appendix C, "Jail Clearance Policy".
- b. Operating Environment: Contractor will be working within a public correctional environment. The authority of the Department shall be followed at all times. All material placement, practices, installations, troubleshooting, investigations and solutions shall be conducted in a behavior mindful of the environment. If any Contractor employee is found to be in violation of the expected conduct code, as detailed in Appendix C, "Jail Clearance Policy," provided to the awarded Contractor during the Department's Contractor Orientation, then the Department will notify the Contractor in writing that immediate action must be taken to remove the offender. The Department has the right to remove jail access clearance of any individual. Contractor is solely responsible to provide qualified alternates for positions that are vacate.
- c. The Department security requirements shall apply to all maintenance series, including but not limited the provision of cut-off switches for ITS at mutually agreed upon locations. All lines shall have individual cutoff switch banks and a group switch remotely operated by the Department at designated control stations. A demarcation line will be established. Such remote switches shall have programmable automatic operation as requested by the Department. The Department is to approve this system before integration into the overall ITS. Contractor shall provide labels designating phone locations.

**D. Inmate Telephone Service Specifications and Operations**

**1) General ITS:**

- a. All telephone sets must be amplified or volume controlled for the hearing impaired.
- b. Notification and Messaging: English, Spanish and Cantonese shall be available for all messaging and notifications.
  - i. Contractor must accurately translate any legal information, as required.
  - ii. Signage shall include brief dos and don'ts.
  - iii. Provide all signs and written instructions in durable, heavy-duty, laminated covers. All language shall be as agreed upon with the Department.
  - iv. Signs in clear, simple language in English, Spanish and Cantonese shall be posted in each housing unit, holding location and ITS phone location. Signs must be placed in a securely fastened, permanent manner, under 3/8" polycarbonate (Lexan®) sheeting and in a location to prevent inmate tampering. It shall be the Contractor's responsibility to update and post all signage. All signage should be

intended to be at a readable distance to minimize the time inmates need to learn to use the system.

- v. Contractor shall have all voice prompts and messages professionally reviewed and certified. All phone button prompts must be clearly identified.

**2) ITS and User Application Specifications/Software:**

- a. The ITS shall be capable of providing all operational features and system requirements applicable to all calls placed through the system, including local, long distance, international calling and audio recording of visitation sessions.
- b. The ITS shall be capable of providing integrated voice biometrics upon request for implementation by the Department in addition to other optional technologies listed below. When implemented, the ITS shall provide verification and identification of inmates real-time in addition to the other optional technologies at no cost:
  - i. GTL Voice IQ
  - ii. GTL Data IQ
  - iii. Keyword Search
  - iv. Unlimited BNA Reverse Number Lookup
  - v. GTL Called Party IQ
  - vi. GTL Location IQ
  - vii. GTL Phone IQ
- c. The ITS shall be configured to process all or any combination of the following bill types, without limitation: collect, free, pre-paid collect, pre-paid card, debit and/or speed dial.
- d. Contractor agrees to install the quantity of telephones, pedestals, enclosures, booths, etc. required by the Department as outlined in Appendix A, Section 1, A, Table 1, "Facilities Information and Requirements."
  - i. Call acceptance by the called party shall be accomplished for all calls through Dual-Tone Multi-Frequency (DTMF) confirmation ("positive acceptance"). Voice recognition is not an acceptable method for positive acceptance.
- e. The ITS shall be capable of recognizing and distinguishing standard or irregular busy signals, standard or irregular ringing signals, answering machines, digital voicemail, cellular telephones, ring-back tones, chain dialing, etc.
- f. The ITS shall be configured to monitor the switch hook on the telephone sets. If the switch hook is pushed down or moved from its idle position, the call must be disconnected immediately and the call prompts must come on to prevent fraud or unauthorized dialing. Contractor must assume all responsibility for fraud or unauthorized dialing occurring as a result of the ITS failing to meet this requirement.

- g. With each call/visit, the ITS must provide an automated message to advise the called party that:
  - i. That the call is coming from a correctional facility;
  - ii. The call is coming from a specific inmate; and
  - iii. The call/visit may be monitored and recorded.
  - iv. With each call, the ITS shall clearly identify the type of call being placed to the called party: collect, free, etc. This recording must be free of any charges.
- h. The ITS shall be able to accommodate any of the following options for recording and playback of an inmate's name to the called party:
  - i. The inmate may record a name each time a call is placed. The Department requires no more than 2 seconds be allowed for the inmate to record a name; this setting shall be configurable in the ITS.
  - ii. The inmate may record a name only once (with the first call attempted); the recorded name will be stored in the ITS and shall be played back with all subsequent call attempts. The Department requires no more than 2 seconds be allowed for the inmate to record a name; this setting shall be configurable in the ITS.
- i. The ITS shall process calls on a selective bilingual basis: English, Spanish and Cantonese. The inmate must be able to select the preferred language at the time the call is initiated.
- j. Contractor shall subscribe to the LEC Line Information Data Base (LIDB). Contractor shall query this database for each collect inmate call and process only those calls which do not have Billed Number Screening (BNS). Contractor must assume all responsibility for the cost and accuracy of validation.
- k. For calls that are not completed, the ITS shall play a recorded message to the inmate detailing why the call was not completed. The Department reserves the right to request Contractor to modify/revise the recordings at any time during the Agreement at no cost to the Department and within 30 days of the request. Contractor shall provide a monthly report documenting the number of calls which were terminated by the ITS and the called party's telephone number is associated with a wireless telephone.
- l. The ITS shall be capable of only accepting the number of digits required to complete a call in the event of an automated phone tree. Contractor shall accept the direction of the Department relative to the number of digits accepted.
- m. Following the dialing sequence, Contractor shall configure the ITS to allow inmates to remain muted while still being able to hear the call progress (ex: ringing on the line, voicemail pick-up, etc.);
- n. In no event shall the inmate be allowed to communicate with the called party until the call is positively accepted.
- o. The ITS shall be able to program a specific speed dial code to selected



- telephone numbers as determined by the Department and at no cost to the Department and without the assistance of Contractor.
- p. The ITS shall be capable of processing and completing international collect calls.
  - q. The ITS user application shall allow the Department to query the CDRs for inmate activities and calling patterns.
  - r. The ITS user application shall allow the following search criteria and filters to be applied to the CDR queries:
    - i. Inmate Name (First, Last);
    - ii. Inmate Personal Identification Number;
    - iii. Record Identifier;
    - iv. Date Range (Start Date/Time and End Date/Time);
    - v. Facility;
    - vi. Called Number;
    - vii. Originating Number;
    - viii. Station Port;
    - ix. Station Name;
    - x. Call Type;
    - xi. Bill Type;
    - xii. Duration (minimum and maximum);
    - xiii. Call Amount;
    - xiv. Flagged Calls;
    - xv. Monitored Calls;
    - xvi. Recording Type;
    - xvii. Completion Type;
    - xviii. Termination Type;
    - xix. Validation Result;
    - xx. Pre-Paid Card ID Number;
    - xxi. Phone Group(s);
    - xxii. Visitation Phone(s); and
    - xxiii. Custom Search.
  - s. The ITS user application shall allow CDR query results to be exported in a format selected by the Department (.csv, PDF, Microsoft Excel 2010 or greater, etc).
  - t. The ITS user application shall be equipped, at a minimum, to generate the following standard reports in addition to the CDRs:
    - i. Call Statistics by Date Range;
    - ii. Frequently Called Numbers;
    - iii. Frequently Used Personal Identification Numbers;
    - iv. Commonly Called Number;
    - v. Call Detail Report;
    - vi. Gross Revenue Report by Date Range;
    - vii. Facility Totals and Statistics;
    - viii. Called Party/Number Accepting Report;
    - ix. Fraud/Velocity Report;

- x. Total Calls;
- xi. Calling List (PAN) Report;
- xii. Pre-Paid Card Report;
- xiii. Debit Usage Report;
- xiv. Debit Balance and Funding Report;
- xv. Pre-Paid Card Balance Report;
- xvi. Bill and Call Type Distribution;
- xvii. Phone Usage;
- xviii. Reverse Look-Up; and
- xix. User Audit Trail.
- u. The ITS user application shall allow the Department to export the reports in a format selected by the Department (.csv, PDF, Microsoft Excel 2010 or greater, etc.).
- v. The ITS shall have the capability to customize reports in a form mutually agreed upon by the Department and Contractor.
- w. Contractor's ITS user application shall at a minimum allow:
  - i. The creation, modification and deactivation of user accounts;
  - ii. The creation, modification and deactivation of inmate accounts;
  - iii. The creation and modification of telephone numbers in the ITS;
  - iv. Assignment of inmates or an inmate type to an agency, inmate telephone or a group of inmate telephones;
  - v. Locating and accessing a specific recording by utilizing a unique recording/call identifier;
  - vi. Block/unblock telephone numbers without the assistance of Contractor; and,
  - vii. Configure an alert that will detect and prohibit a call made to a restricted number, a call using a restricted Personal Identification Number, or a call made from a restricted telephone.
- x. Contractor shall allow the Department to create, view and track service tickets associated with the ITS or Facilities.
  - i. Contractor shall provide the number of TDD telephones and ports specified in Appendix A, Section 1, A, Table 1, "Facilities Information and Requirements."
  - ii. TDD telephones work with the proposed ITS.
  - iii. TDD calls shall be recorded and monitored via the ITS.
- y. The ITS must offer the called party an option to receive a rate quote during the call acceptance process.
- z. The ITS shall be able to accommodate pro-bono calls and/or calls made without payment to consulates for all countries which may be required for ICE detainees. This option, when requested by the Department, shall be provided at no cost to the Department. Contractor shall accept the Department direction for how pro bono calling services are configured via the ITS.
- aa. Contractor shall work with the Department to implement a reporting line which complies with the Prison Rape Elimination Act (PREA) of 2003.

At a minimum, Contractor shall:

- i. Route free calls via the ITS to a destination provided and designated by the Department which may be the same as that used for the Department informant line.
  - ii. At no cost to the Department, provide a telephone line to the Department dedicated for PREA calls to which the calls will be routed as free.
- bb. Calls by the inmates shall be allowed as free to call the Public Defender's Office. Contractor must post clear multi-language signage with instructions for making such calls in English, Spanish and Cantonese to be affixed in the immediate vicinity of the telephones in a location approved by the Department. Inmate calls to the Public Defender's Office shall not be recorded or monitored but shall be documented in the ITS.

### 3) System Security:

- a. The ITS shall prohibit:
  - i. Direct-dialed calls of any type;
  - ii. Access to a live operator for any type of calls;
  - iii. Access to "411" information services;
  - iv. Access to 800, 866, 888, 877, 900, 911, and any other 800 or 900 type services; and
  - v. Access to multiple long distance carriers via 950, 800 and 10 10-XXX numbers.
- b. The ITS shall prevent call collision or conference calling among telephone stations.
- c. The ITS shall be able to shut down and/or disable an individual telephone or telephone group(s) quickly and selectively without affecting other telephones or telephone group(s). The Department must be able to shut down the ITS via the on-site administrator's workstation, the ITS user application and/or by cut-off switches at several locations including, but not limited to:
  - i. At demarcation location;
  - ii. Central control; and
  - iii. By select housing units.
- d. The ITS shall not accept any incoming calls. Contractor shall work with the LEC to ensure such control.
- e. Contractor shall configure the ITS to allow its toll free customer service telephone number to be displayed on the called party's caller ID each time a call from the Facilities is placed.
- f. Upon detection of such, the ITS shall have a fraud prevention feature that can interject pre-recorded announcements, at any time during the conversation, informing the parties that the call is from a correctional facility, extra digits were identified, the parties have been silent, etc.
- g. The ITS, upon detection of a three-way call, forwarded call, conference

call, etc. shall be able to flag and/or terminate the call immediately. These calls shall be flagged in the CDRs as such.

- h. The ITS shall allow the called party to block their telephone number during the call acceptance process.
- i. As specified by the Department, the ITS shall have the capability to allow calls to specific numbers at specified times during the day.
- j. The ITS shall be capable of limiting the length of a call, providing service at specified times of the day and allowing a maximum number of minutes or seconds per inmate, per month. The current call time limit for the Facilities is specified in Appendix A, Section 1, A, Table 1, "Facilities Information and Requirements."

**4) PIN Application:**

- a. The PIN application shall work with the ITS allowing inmates to use PINs to complete calls via the ITS and include all of the following features and functionalities:
  - i. The capability to provide collect, pre-paid and debit, free and speed dial calling utilizing a PIN;
  - ii. The capability to interface with the Facility JMS. The Department shall not be responsible for paying any amount associated with the required interface.
    - 1. The capability to receive, accept and apply or strip alphanumeric characters in an inmate's ID.
    - 2. The capability of accommodating any of the following options for how PINs are received and/or generated by the ITS
    - 3. JMS generates and sends to the ITS an inmate ID. The ITS stores the inmate ID and generates an additional unique identifier to be added to the inmate ID. The combination of the inmate ID and the additional unique identifier shall be the PIN;
    - 4. JMS generates and sends to the ITS an inmate ID along with additional inmate data. The ITS stores the inmate ID and utilizes the additional inmate data to create the complete PIN;
    - 5. JMS generates and sends the complete PIN to the ITS. The ITS stores the complete PIN;
    - 6. The ITS, without an interface with the JMS, auto-generates the complete PIN;
    - 7. The ITS accepts a manually entered PIN.
  - iii. If applicable, the interface between the JMS and ITS shall automatically update the status of the PIN in the ITS based on the inmate's status in the JMS (e.g. newly booked, transferred, released, etc.).
  - iv. PINS shall be required for booking/intake phone(s).
  - v. Once a PIN has been activated in the ITS, the inmate shall only be

- allowed to place calls from a designated Facility or group of inmate telephones located at the Facilities.
- vi. The ITS shall be capable of documenting the date/time when an individual PIN was added or modified in the ITS and the user making the change.
- b. The ITS shall have the capability to store a list of Personal Allowed Numbers (PAN) associated with each PIN.
    - i. PANs shall allow a set quantity of approved telephone numbers for each PIN.
    - ii. The quantity of approved telephone numbers within a PAN shall be configurable.
    - iii. ITS shall be capable of storing the following information (at a minimum) for each telephone number on the PAN: telephone number, called party name, address and relationship to inmate.
    - iv. Contractor's ITS shall be capable of auto-enrolling PANs to avoid manual entry.
  - c. The Department requires a method of distributing court ordered funds for inmates assigned Pro-Per status. The Contractor shall generate a secondary PIN for use by inmates assigned Pro-Per status; enabling the Department to track, report, and reconcile usage.
    - i. The Department may utilize the on-site administrator to create or modify information in the ITS to reflect the current status of Pro-Per inmates and the dollar amount allocated weekly for calls to be placed to a list of 10 PANs. The on-site administrator is also required to edit the PAN list as requested by the Department.
    - ii. Contractor shall cover the initial cost of debit purchased by the Department for Pro-Per inmates.
    - iii. Contractor shall invoice separately to the Department debit purchased for Pro-Per inmates by the 15th day of the month for debit purchased during the preceding traffic month. Contractor shall provide documentation to support the invoiced amount. Contractor shall format the invoice as required by the Department.

**5) Billing and Pre-Paid Accounts:**

- a. The Department requires the collect call threshold be a monthly minimum of \$100.00 per unique telephone number. The month begins on the day the called party accepted the first call from an inmate. Once a customer has met his or her threshold limit, the number then becomes blocked.
- b. In the event that a telephone number has been blocked for billing reasons, upon verification of resolution of an unpaid amount for collect calling, Contractor shall unblock the telephone number within 24 to 72 hours.
- c. The Department requires Contractor issue refunds for any pre-paid funds remaining in any pre-paid account upon end-user request whether the account is active or inactive. Should an account be deactivated by

Contractor and the end-user requests to reactivate the account and receive calls from the Facilities, the funds shall be made available to the end-user by Contractor. No fees shall be charged to the end-users and/or inmates for refunds or reactivation of funds associated with a pre-paid account.

**6) Carriers and Provider:**

- a. Contractor shall promptly notify the Department in writing of any local and or long distance telephone service carrier and or provider involved in the provision of telephone service at the Department Facilities. Contractor shall also notify the Department of any rules, regulations and or practices employed by such carriers or providers that will have any effect on the options, and or features of the ITS.
- b. If the Department finds that any rule, regulation and or practice of any of Contractor's carriers or providers interferes with or negatively impacts any aspect of the service, options, and or features of the Contractor's ITS, the Department may demand and Contractor agrees to comply with cessation of violation of such rule, regulation and or practice, either by said carrier or provider or by a change of carrier and/or provider.

**7) Termination:**

- a. In the event Contractor fails to perform any terms or conditions of the Agreement, the Department may consider Contractor in default of the Agreement and supply Contractor written notice of such default. In the event said default is not remedied to the satisfaction and approval of the Department within 30 calendar days of receipt of such notice, the Department may terminate the Agreement. Upon termination, Contractor shall adhere to the transition requirements as outlined in Appendix A, Section 1, B, 12, "Transition/Operation."
- b. The Department shall have the option to terminate the Agreement at any time during the term of the contract as detailed in Article 8 Termination and Default, without penalty, upon Contractor's receipt of a written notice. Upon termination, Contractor shall follow the transition requirements outlined in Appendix A, Section 1, B, 12, "Transition/Operation."
- c. For any reason, should Contractor be unable to satisfy the requirements contained in the Agreement, the Department may, in its sole discretion, call for the Surety Bond due, in part or in full, for non-performance and/or as liquidated damages.

**8) Reconciliation:**

- a. The Department will have the right from the Effective Date of the Agreement and for a period of three (3) years after the termination date of the Agreement, upon ten (10) business days written notice, to fully reconcile or examine any and all Contractor information pertaining to the

Agreement. The Department will also have the right to have another independent Agency of the Department's exclusive choice, perform any or all reconciliations and examinations pertaining to this Agreement.

- b. The Department requires Contractor to maintain accurate, complete and reconcilable records, in electronic format, detailing the Gross Revenues from which commissions can be determined. The records shall include all CDRs, EMI billing files, miscellaneous fees/charges report, pre-paid card sales and associated invoices, debit usage reports and associated invoices and commissioning reports during the term of the Agreement.
- c. The Department reserves the right to delegate such examination and/or reconciliation of records to its Designated Agent or another third party of the Department's sole choice.

**9) Training:**

- a. Contractor shall provide onsite training to the Department staff. Additional training (onsite or via the web) shall be provided to new staff at no cost to the Department. Training manuals shall be provided to the Department staff at all training meetings and will become the property of the Department.
- b. When requested by the Department, informational pamphlets shall be available to inmates and shall describe the applicable features and functionalities of the ITS.
- c. Contractor will also provide full documentation for all of the ITS features.
- d. Contractor shall prepare a training video to be played in the inmate housing areas that demonstrates how to use the ITS.

**2. Reports**

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

**A. Commission Payment and Reporting:**

- 1) Contractor shall provide monthly commission payments and traffic detail reports to the Department on or before the 15<sup>th</sup> day of the month following the traffic month. The Department requests commission payments are sent via wire transfer. The Department requires the traffic detail reports be sent electronically in an exploitable format.
- 2) Traffic detail reports shall include a detailed breakdown of all traffic, including but not limited to all collect, pre-paid and debit calls down to the inmate level and for each inmate telephone at the Facilities:
  - a. Facility Name;

- b. Facility Identification Number/Site Identification Number;
  - c. Facility Address (Street, City, State and Zip);
  - d. Automatic Number Identifier;
  - e. Inmate Telephone Station Port/Identifier;
  - f. Inmate Telephone Location Name;
  - g. Local Call, Minutes, Gross Revenue and Commission (per inmate telephone);
  - h. Intralata/Intrastate Call, Minutes, Gross Revenue and Commission (per inmate telephone);
  - i. Interlata/Intrastate Calls, Minutes, Gross Revenue and Commission (per inmate telephone);
  - j. Intralata/Interstate Calls, Minutes, Gross Revenue and Commission (per inmate telephone);
  - k. Interlata/Interstate Calls, Minutes, Gross Revenue and Commission (per inmate telephone);
  - l. International Calls, Minutes Gross Revenue and Commission (per inmate telephone);
  - m. Commission Rate (%);
  - n. Total Calls, Minutes, Revenue and Commission Amount (per inmate telephone); and
  - o. Traffic Period and Dates.
- 3) Contractor shall provide daily system platform Call Detail Records (“CDRs”). Contractor shall provide monthly billing files and a miscellaneous charges/fees report to the Department no later than the 15<sup>th</sup> day of the month following the month of traffic.
- 4) The billing files, in EMI format, shall contain all fields which are legally permitted to be released, with the contents of said fields in the exact format and exact content as those files prepared and submitted for billing to the billing company and ultimately delivered to the called party. The billing files shall be accompanied by a complete file map and complete field legend. The billing files shall include, without limitation, the following fields:
- a. Record ID;
  - b. Facility Name;
  - c. Facility ID;
  - d. From ANI;
  - e. To ANI;
  - f. Batch Number/ID;
  - g. Seconds;
  - h. Revenue Period;
  - i. Date (yyymmdd);
  - j. Connect Time (hhmmss);
  - k. Billable Time (mmmmss);
  - l. Multiple Rate Indicator;
  - m. Personal Identification Number Digits;
  - n. Originating City;



- o. Originating State;
  - p. Bill City;
  - q. Bill State;
  - r. Rounded Bill Time Indicator;
  - s. Bill Number;
  - t. LATA ID;
  - u. Settlement Code;
  - v. Message Type;
  - w. Charge Amount;
  - x. Additional Fees and Line Surcharges;
  - y. Specialized Calling Indicator;
  - z. Validation Indicator;
  - aa. Tax Exempt Indicator;
  - bb. Rate Period; and
  - cc. Rate Class.
- 5) The raw CDRs shall contain all calls (both attempted and completed which originate from the Facilities for each day and each time of the day for the period said raw CDRs are requested. The raw CDRs shall contain the unedited data including all fields and all field content which is legally permitted to be released. When requested, the CDRs shall be accompanied with a complete file map and complete file legend. The raw CDRs shall include, without limitation, the following fields:
- a. Facility Name;
  - b. Facility ID;
  - c. From ANI;
  - d. To ANI;
  - e. Batch Number / ID;
  - f. From City;
  - g. From State;
  - h. To City;
  - i. To State;
  - j. Station ID;
  - k. Phone Name or Location;
  - l. Inmate ID;
  - m. Personal Identification Number;
  - n. Pre-Paid Card ID;
  - o. Revenue Period;
  - p. Call Start (yymmdd; mmss);
  - q. Call End (yymmdd; mmss);
  - r. Seconds;
  - s. Call Type (e.g. local, etc.);
  - t. Bill Type (e.g. free, collect, etc.);
  - u. Cost;
  - v. Tax;
  - w. Validation Result;

- x. Termination Reason;
  - y. LIDB Status; and
  - z. Completion Indicator.
- 6) The miscellaneous charges/fees report shall contain, without limitation, the following information:
- a. Facility ID;
  - b. Date;
  - c. From ANI;
  - d. To ANI;
  - e. Billed ANI;
  - f. Call Type;
  - g. Bill Type;
  - h. Fee Type; and
  - i. Fee Amount.
- 7) The system CDRs shall be stored in a minimum of 3 locations to avoid any possibility of CDRs being lost.
- 8) Commission discrepancies must be resolved by Contractor, and to the Department reasonable satisfaction, within 30 days of receipt of discrepancy notification from the Department or its Designated Agent. If not resolved satisfactorily, such discrepancy will be subject to late charges described below and/or the Agreement may be terminated at the sole discretion of the Department. The Department further retains the right to pursue any other legal remedies it deems necessary.
- 9) Commission payments, traffic detail reports, billing files, CDRs and/or reports not containing the required fields, received by the Department after the date specified above are subject to late charges and/or fees.
- a. Late charges and/or fees for commission payments shall be equal to 5% per month of the commission due.
  - b. Late charges and/or fees for reporting shall be \$750.00 per month for each report not received by the 15th day of the month following the traffic month or for each report that does not contain all of the fields and information identified above.
  - c. If the commission payment is late, reporting is late and/or reports do not contain all required fields, late charges and/or fines for all three shall apply.

### 3. Department Liaison

In performing the services provided for in this Agreement, Contractor's liaison with the Department will be Sergeant Jennifer Collins.