



Mark Farrell  
Mayor

Micki Callahan  
Human Resources Director

Date: July 19, 2019

To: The Honorable Civil Service Commission

Through: Micki Callahan *Micki Callahan*  
Human Resources Director

From: Cynthia Avakian, AIR  
Alexander Burns, DPW  
Michael Hirai, ENV  
John Tsutakawa, DSS  
Pamela Levin, HSS  
Bill Irwin / Daniel Kwon, PUC  
Jacquie Hale, DPH  
Lavena Holmes, PRT  
Joan Lubamersky, ADM

Subject: **Personal Services Contracts Approval Request**

This report contains twenty (20) 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
\$106,682,932	\$20,412,242	\$127,095,174

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**POSTING FOR****August 05, 2019****PROPOSED PERSONAL SERVICES CONTRACTS – REGULAR****Commission Hearing Date**

2019-08-05

**APPLY**

<b>PSC No</b>	<b>Dept Designation</b>	<b>PSC Amount</b>	<b>Description of Work</b>	<b>PSC Estimated Start Date</b>	<b>PSC Estimated End Date</b>	<b>Type of Approval</b>
42654 - 18/19	AIRPORT COMMISSION	\$2,600,000.00	<p>The Airport is preparing a Shoreline Protection Plan to mitigate the effects of storms and rising sea levels on the airport campus. The shoreline protection system construction design must pass the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) environmental permitting process before construction can start. The consultant will provide engineering support to the Airport Shoreline Protection Program during its environmental permitting process. The consultant will prepare and perform the following tasks:</p> <ol style="list-style-type: none"> <li>1. Geotechnical field investigation and geotechnical analysis</li> <li>2. Topography and bathymetric surveys on active airfield</li> <li>3. Schematic engineering, constructability review, and design concept review</li> <li>4. Hydraulic and hydrologic and coastal engineering study to support the Airport in obtaining a Federal Emergency Management Agency (FEMA) Conditional Letter of Map Revision (CLOMR). This includes coastal, upland engineering and hydrodynamic sediment transport analyses.</li> <li>5. As-needed: FAA (Federal Aviation Administration) Navigational Aids (NAVAIDS) flight analysis; engineering support for Advance Mitigation Conceptual Planning; engineering study for flood protection and sea-level rise solutions along the Airport and HWY-101; and environmental factors for construction documents.</li> </ol>	July 1, 2019	June 30, 2022	REGULAR
48511 - 18/19	AIRPORT COMMISSION	\$500,000.00	Contractor shall provide packing, crating, transporting and shipping of fine art and museum exhibit items outside the City's limits (local, domestic, and/or international) as well as the storage of large and/or over-sized objects borrowed or donated for temporary exhibitions at the San Francisco International Airport (Airport).	July 1, 2019	June 30, 2022	REGULAR
47230 - 18/19	GENERAL SERVICES AGENCY - PUBLIC WORKS	\$1,800,000.00	Temporary staffing services for architectural drafting work on an as-needed basis, to supplement the in-house Architects for various public building or landscaping projects. The Consultant will provide temporary as-needed drafting staff to perform architectural drafting and related work under the direction of Public Works' in-house Building or Landscape Architects.	July 1, 2019	December 31, 2025	REGULAR
49303 - 18/19	GENERAL SERVICES AGENCY - PUBLIC WORKS	\$3,000,000.00	Provide specialized Inspector of Record (IOR) services for hospital projects on an as-needed basis. As required by the Office of Statewide Health Planning and Development (OSHPD) – a State Agency, Inspectors of Record for hospital projects must be certified by OSHPD. The role of the IOR is to provide competent and continuous inspection of all phases of hospital construction, allow OSHPD to efficiently monitor the construction process, and assure that the work is being performed in accordance with OSHPD-approved plans and applicable codes. An IOR must record all construction activities that occur on site and is responsible for verifying such items as seismic anchorage and equipment; the bracing of all mechanical, plumbing, and electrical piping; and conduit installation in accordance with the approved documents and installation procedures. The IOR also oversees all inspections and witnesses work performed by outside	May 20, 2019	December 31, 2025	REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			inspectors. As part of the inspection team and as the liaison between the Owner (City), the Architect of Record, and OSHPD, the IOR observes and reports the results of each inspection to all responsible parties.			
46654 - 18/19	ENVIRONMENT	\$2,500,000.00	<p>The Bay Area Regional Energy Network (BayREN) is an authorized Program Administrator (PA) of state utility ratepayer funds for energy-efficiency programs. Authorized by the California Public Utilities Commission (CPUC) in 2012, BayREN provides energy-efficiency services, programs and resources to all nine Bay Area Counties, including Alameda, Contra Costa, Marin, Napa, San Mateo, Santa Clara, Solano, Sonoma, and San Francisco.</p> <p>The CPUC approved the 2019 BayREN budget and authorized the BayREN to expand into the commercial sector, covering small and medium businesses.</p> <p>The Department of the Environment (the "Department") is the lead agency for the expansion and is charged with conducting regional administration, marketing and implementation of the BayREN Commercial program for all nine Bay Area Counties.</p> <p>From its conception, the BayREN Commercial program is designed to rely almost exclusively on "Program Allies" to drive the program. Program Allies are energy service companies (ESCOs), which are commercial or non-profit businesses that provide a broad range of energy solutions, including designs and implementation of energy savings projects, retrofitting, energy conservation, energy infrastructure outsourcing, power generation and energy supply, and risk management.</p> <p>Working with the Department, the BayREN Commercial program will rely on Program Allies to conduct the following activities in the San Francisco Bay Area region:</p> <ol style="list-style-type: none"> <li>1) market the BayREN Commercial program;</li> <li>2) recruit prospects / leads;</li> <li>3) conduct "goodness-of-fit" for the program, assess potential for energy savings and evaluate the level of risk (borne entirely by the contractor);</li> <li>4) complete the sales-process;</li> <li>5) install high-quality retrofit equipment;</li> <li>6) monitor for consistency of energy savings and report non-routine events,</li> <li>7) report the resultant energy savings to the Commercial program annually for two years.</li> </ol> <p>Payments from the BayREN Commercial program to Program Allies are made only after energy savings are verified and reported to the Commercial program. Payment rates (\$/kWh and \$/therm) are fixed in the contract.</p> <p>Program Allies will work closely with the Department and the BayREN Building Performance Advisors (BPA) to develop and follow practical, seamless and efficient enrollment and reporting processes.</p>	August 5, 2019	August 4, 2021	REGULAR
49949 - 18/19	HUMAN SERVICES	\$223,769.00	<p>The purpose of the contract is to promote the safety and well-being of APS clients through the provision of emergency placement services and supportive personal care services available on a 24-hour basis. The Contractor shall provide a safe and secure placement for Adult Protective Services (APS) clients. The APS program will have access to placement and care to at least two clients, during any given month. For each referred client, provide a private bed within a licensed care facility. The placement will be consistent with licensing requirements set by California's Community Care Licensing Division and will include shelter, food, and assistance with personal care and Activities of Daily Living, as needed, for up to 60 days. Placement must be available on a short notice emergency, for a short-term, and to any APS client whether or not they are in need of medical care.</p>	July 1, 2019	June 30, 2021	REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
45188 - 18/19	HEALTH SERVICE SYSTEM	\$359,163.00	There are no professional services for this Amendment, as this is only for on-going software licenses and associated maintenance. These proprietary software licenses and associated maintenance facilitates the capturing, organizing, indexing, retrieving, and storage of sensitive San Francisco Health Service System (SFHSS) documents, pertaining to the health claims process, to ensure compliance with the Health Insurance Portability and Accountability Act (HIPAA). This Enterprise Content Management software solutions suite interfaces with other SFHSS systems, such as PeopleSoft and Salesforce Customer Relationship Management System. This PSC is being posted for transparency purposes	August 1, 2019	January 2, 2026	REGULAR
41117 - 18/19	PUBLIC UTILITIES COMMISSION	\$16,000,000.00	<p>Provide specialized and short-term augmentation to existing SFPUC staff for the construction management of the projects to be constructed for the 10-year Regional Water System Capital Improvement Program and the remainder of the Water System Improvement Program (WSIP) in the East Bay. Services will include project construction management, field contract administration, construction inspection, project controls, materials testing, Supplier Quality Surveillance (SQS), project administration and document control, start-up and testing coordination, office engineering, and maintaining a regional field office for consultant and City staff.</p> <p>The 10-year Regional Water System Capital Improvement Program includes a series of projects that are planned to be constructed during the next 7 years, culminating in the Sunol Valley Water Treatment Plant (SWWTP) Ozone and Calaveras Substation project, which is estimated to be over \$100M in construction cost, which would require an extensive and specialized construction management team to be situated in a remote location.</p> <p>This PSC is to provide specialized construction management staffing and also to provide augmentation to existing SFPUC staffing to cover the temporary peak work load anticipated during the PSC duration.</p>	March 30, 2020	March 26, 2027	REGULAR
43347 - 18/19	PUBLIC UTILITIES COMMISSION	\$9,500,000.00	<p>Hetch Hetchy Water &amp; Power's (HHWP) Renewal and Replacement Program (R&amp;R) was developed to manage aging infrastructure, i.e., asset life extension of existing capital assets. This ongoing program includes understanding failure mechanisms, detection through comprehensive inspection and assessment, protection/correction. As part of this program, the SFPUC requires technical support for performing pipeline inspection services for steel pipe using HHWP's magnetic flux leakage tool, minor repair/replacement design projects, and developing various components of its R&amp;R program for the San Joaquin Pipelines. The bulk of this Professional Services Contract (PSC) will be for the condition assessment of The San Joaquin Pipelines (SJPLs) while a smaller portion will be used to supplement HHWP's Renewal and Replacement Program (R&amp;R). The R&amp;R program will be run and staffed by City engineers (San Francisco/HHWP) staff. The PSC does include supplemental task provisions for as needed technical support.</p>	November 1, 2019	October 31, 2027	REGULAR
42069 - 18/19	PUBLIC UTILITIES COMMISSION	\$35,000,000.00	<p>The scope of this design-build is to hire a qualified design-build team to complete detailed design and construction for Phase 3 of the Bay Corridor Transmission and Distribution (BCTD) Project. BCTD will allow San Francisco Public Utilities Commission (SFPUC) to deliver electrical power to future customers such as the Southeast wastewater treatment plant. DB-130 will construct a 230/12 kV substation and install cables and equipment in duct banks constructed under other SFPUC contracts. The estimated DB-130 cost is \$1.5M for professional design services and \$33.5M for construction.</p>	July 1, 2019	December 31, 2021	REGULAR
44518 - 18/19	PUBLIC UTILITIES COMMISSION	\$4,000,000.00	<p>Provide complete technical security systems design, integration and construction management services for the San Francisco Public Utilities Commissions(SFPUC's) Department of Homeland Security and for the Capital Improvement and Repair and Readiness Programs in accordance</p>	November 1, 2019	November 1, 2024	REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			with the American Water Works Association's Security Guidelines for Water Utilities and Risk Assessment Methodology-Water Certification.			
46912 - 18/19	PUBLIC UTILITIES COMMISSION	\$8,000,000.00	The City seeks to retain the services of a qualified Proposer to assist with the following North American Electric Reliability Corporation (NERC) Reliability Standards compliance related services: (i) managing the Hetch Hetchy Water and Power's NERC Compliance Program; (ii) mock audits, (iii) readiness/gap assessments, (iv) risk analysis, (v) procedure and workflow development, (v) review and implementation of internal controls, (vi) the development and implementation of Internal Compliance Programs, (vii) Subject Matter Expert (SME) training; (viii) on-site audit/spot check support; and (ix) services for issues regarding compliance and demonstration of NERC reliability standards in the future.	January 1, 2020	December 31, 2024	REGULAR
41859 - 18/19	AIRPORT COMMISSION	\$300,000.00	Contractor shall provide maintenance, upgrades, and repairs to the 400hz ground power control system. This work requires the Contractor to connect to the ground power control system and analyze the proprietary control software, and if necessary, troubleshoot and complete maintenance and upgrades to the system. If necessary, the Contractor will replace needed parts that coincides with the proprietary control system.	August 1, 2019	July 31, 2024	REGULAR
44799 - 18/19	PUBLIC HEALTH	\$5,000,000.00	Contractor(s) will perform emergency clean-up work on and as needed basis and would be available to respond 24 hours a day, 7 days a week. This work would include performing medical waste clean-up to include Category A (i.e. Ebola) infectious wastes. This clean-up activity would include the proper clean-up and removal of any bodily fluids, disinfecting, packaging and transporting waste for disposal. Clean-up activities may include residences, emergency medical facilities, emergency transport vehicles, public transportation vehicles and other areas which are contaminated with medical wastes. All clean-up activities must be performed in accordance with guidelines prepared by the Center for Disease Control (CDC), the California Department of Public Health (CDPH), California Occupational Safety and Health Administration (CalOSHA) and all Federal, State and Local laws governing the clean-up and transportation of medical waste.	September 1, 2019	June 30, 2024	REGULAR
49302 - 18/19	PUBLIC HEALTH	\$400,000.00	The contract will provide Health Information Management (HIM) coding auditing and protocol development for medical coding upon which City and Department reimbursement is based, in order to assure compliance with Centers for Medicare and Medicaid Services (CMS), regulatory requirements related to billing, and as part of fraud prevention requirements. The contractor will validate coding done by civil service staff based on applicable coding guidelines, use of International Statistical Classification of Diseases and Related Health Problems, Tenth Revision, Clinical Modification (ICD-10 CM), Procedure Coding System (PCS) codes, Current Procedural Terminology (CPT Codes), PCS Root Operation, and Diagnosis-Related Group (DRG)/All Patients Refined Diagnosis Related Groups (APR DRG) assignments, and will validate Clinical Documentation Integrity (CDI) process for documentation clarification.	September 1, 2019	August 31, 2023	REGULAR
41597 - 18/19	PORT	\$4,000,000.00	The Port intends to establish a pool of four qualified micro-LBE consultant teams capable of providing a wide range of engineering and construction management on an as-needed basis for Port capital and on-going projects. Such projects may be maritime related for maintenance and improvements of the Port's aging infrastructure.	July 1, 2019	July 1, 2023	REGULAR
40975 - 18/19	PUBLIC HEALTH	\$7,500,000.00	The contractor will provide a fully integrated Environmental Health Management System/Solution (EHMS) for the Department of Public Health Environmental Health Branch (EHB). This Branch is responsible for the continued assessment, preservation, and improvement of environmental conditions and circumstances that affect the health and safety of San	July 1, 2019	June 30, 2024	REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			Franciscans. The EHB's responsibilities include permitting and tracking of compliance with multiple local, State and federal regulations (see attached). The provided system will be flexible and include reporting functions that allow analysis and are usable for regulatory requirements. In addition to a fully functional hosted application, the contractor will also provide project management, design, programming, testing, documentation, and system integration services in support of the application. Note: The amount shown above includes the Department's current best estimate of cost of the contract to build the system, license the product, and maintain the system, for five years.			
44755 - 18/19	GENERAL SERVICES AGENCY - PUBLIC WORKS	\$1,000,000.00	This request is for design-build services for the design and construction of Navigation Center and Homeless Shelter projects. The Contractor will provide all design, construction, and related services necessary for the successful delivery of 500 beds projects at multiple locations still to be determined. Public Works is managing this work on behalf of our client, San Francisco Department of Homelessness and Supportive Housing (HSH).	May 1, 2019	June 30, 2021	REGULAR

**TOTAL AMOUNT \$101,682,932**





Published on *Personal Services Request Database* (<http://apps.sfgov.org/dhrdrupal>)[Home >](#)**Posting For August 05, 2019****Proposed Modifications to Personal Services Contracts**

Commission Hearing Date

2019-08-05

**APPLY**

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
43708 - 16/17 - MODIFICATIONS	August 5, 2019	AIRPORT COMMISSION -- AIR	\$5,000,000	\$7,500,000	San Francisco International Airport (SFO) is seeking a qualified consultant for support on the Noise Insulation Program particularly on tasks such as: review of County records and updated noise impact boundaries to identify properties that may qualify for noise insulation improvements, coordination of aircraft noise easement acquisitions and recording, coordination of noise insulation design and construction work, handling inquiries from property owners regarding eligibility for noise insulation improvements funded by the Federal Aviation Administration (FAA) and the Airport, and preparation of outlay reports for FAA grant reimbursements.	01/01/2023	12/31/2023	REGULAR
4080 12/13 - MODIFICATIONS	August 5, 2019	GENERAL SERVICES AGENCY - CITY ADMIN -- ADM	\$0	\$1,325,000	The City is seeking Consultants with proven expertise and experience in one or more of the multiple facets of earthquake hazard mitigation incorporated in, or necessary to accomplish, the Community Action Plan for Seismic Safety (CAPSS) Earthquake Safety Implementation Program work plan. This will include the implementing the mandatory soft story retrofit ordinance by training city staff to implement cutting edge technical standards that have recently been published, assist in as needed seismic engineering consultation and developing future standards for seismic performances of various occupancies' such as private schools.	07/01/2019	07/31/2019	REGULAR

**TOTAL AMOUNT \$5,000,000**

**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: Engineering Support for Environmental Permitting Process

Funding Source: Airport Capital Funds

PSC Amount: \$2,600,000

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:**

The Airport is preparing a Shoreline Protection Plan to mitigate the effects of storms and rising sea levels on the airport campus. The shoreline protection system construction design must pass the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) environmental permitting process before construction can start. The consultant will provide engineering support to the Airport Shoreline Protection Program during its environmental permitting process. The consultant will prepare and perform the following tasks:

1. Geotechnical field investigation and geotechnical analysis
2. Topography and bathymetric surveys on active airfield
3. Schematic engineering, constructability review, and design concept review
4. Hydraulic and hydrologic and coastal engineering study to support the Airport in obtaining a Federal Emergency Management Agency (FEMA) Conditional Letter of Map Revision (CLOMR). This includes coastal, upland engineering and hydrodynamic sediment transport analyses.
5. As-needed: FAA (Federal Aviation Administration) Navigational Aids (NAVAIDS) flight analysis; engineering support for Advance Mitigation Conceptual Planning; engineering study for flood protection and sea-level rise solutions along the Airport and HWY-101; and environmental factors for construction documents.

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

The most current (2015) FEMA Flood Insurance Rate Map (FIRM) map shows the airport property to be almost entirely within a Special Flood Hazard Area. The Airport needs to extend and replace existing seawall and embankments to address SFO's risk of flooding from storms and sea-level rise. The Airport has developed alternatives for modifying the shoreline protection system to meet FEMA's requirements and to address the risk associated with sea-level rise. These alternatives will be submitted for review as part of CEQA and NEPA environmental permitting process. The CEQA and NEPA review of the plans and approved permits are required before the seawall and embankments making up the shoreline protection system can be repaired and built. A plan to prevent flooding at SFO due to a storm or sea level rise is critical to the operation of the Airport. A shutdown of airport operations due to flooding would be costly, have severe impacts on the region, and disrupt the national and international air travel systems. Airport staff from the following sections: planning, engineering and project management, and surveying are leading the project and a consultant with airport shoreline environment expertise is needed to augment Airport staff to ensure proper and timely development and implementation of tasks to support the CEQA and NEPA permitting process. Denial will cause delays in the

shoreline protection project, and not allow the Airport to address current flooding risks from storm and sea-level rise, which will affect airport operations and safety.

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

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

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

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

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

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

B. Explain the qualifying circumstances:

The Airport Shoreline Protection Project is a short term capital project which requires expertise in coastal flood protection; and the CEQA and NEPA permitting process.

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

A. Specify required skills and/or expertise: Civil and coastal engineering firms with specialized experience in coastal flood protection and FEMA and US Army Corps of Engineering standards; geotechnical engineering and seismic analysis; FAA design standards and NAVAIDS evaluation; drainage system evaluation; hydrologic and hydraulic evaluations; and environmental mitigation strategies.

B. Which, if any, civil service class(es) normally perform(s) this work? 5207, Assoc Engineer; 5211, Eng/Arch/Landscape Arch Sr; 5216, Chief Surveyor; 5218, Structural Engineer; 5241, Engineer; 5314, Survey Associate; 5362, Engineering Assistant; 5364, Engineering Associate 1;

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

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

The Airport sent a Notice of Intent on March 25, 2019 to City Departments to inquire if other City departments (PUC, DPW, Port and MTA) would be interested in providing these services. No responses were received.

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

A. Explain why civil service classes are not applicable.

The existing civil service classifications do not have the required expertise and specialized skills related to the coastal and marine engineering specialty design and analysis; geotechnical engineering and seismic analysis; hydraulic modeling for overtopping, drainage, hydrology, and conveyance; and bathymetric surveys.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, as this is a short term capitolly funded project.

**6. Additional Information**

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

- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.  
No. None. While City staff will learn about the CEQA and NEPA permitting procession while working alongside and supervising the consultant, there will be no formal training as part of this contract.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

7. **Union Notification:** On 04/22/2019, the Department notified the following employee organizations of this PSC/RFP request:  
Professional & Tech Engrs, Local 21

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

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

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 42654 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 08/05/2019

# **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:** Monday, April 22, 2019 1:06 PM  
**To:** Cynthia Avakian (AIR); ecassidy@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Yen Pang (AIR); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 42654 - 18/19

RECEIPT for Union Notification for PSC 42654 - 18/19 more than \$100k

The AIRPORT COMMISSION -- AIR has submitted a request for a Personal Services Contract (PSC) 42654 - 18/19 for \$2,600,000 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/12872> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION -- AIR

Dept. Code: AIR

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

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

Type of Service: Fine Art Shipping Services

Funding Source: Airport Operating Funds

PSC Amount: \$500,000

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:

Contractor shall provide packing, crating, transporting and shipping of fine art and museum exhibit items outside the City's limits (local, domestic, and/or international) as well as the storage of large and/or over-sized objects borrowed or donated for temporary exhibitions at the San Francisco International Airport (Airport).

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

This service is needed to support the Airport's exhibits. Denial will negatively impact SFO's ability to obtain display items and fulfill its mission of providing a global audience with fine art programming and enriching the public experience.

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

This service was provided through purchase orders in the past.

D. Will the contract(s) be renewed?

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

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

not applicable

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

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

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

B. Explain the qualifying circumstances:

The work is intermittent and the length of each exhibit varies depending on when objects are donated.

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

A. Specify required skills and/or expertise: Contractor shall provide knowledge of: 1) local, cross-country, and international fine-art shipping methods, as well as their routes and companies; 2) customs and border regulations in the areas of art handling and art packing; 3) art preservation methods, techniques, and the ability to create shipping crates (wood-working, use of power tools and machinery); and 4) proper receipt and storage of fine art in a secured, bonded, insured, and climate-controlled facilities, with easy accessibility to transport these stored items.



- B. Which, if any, civil service class(es) normally perform(s) this work? 3502, Musm Exhibit Packer & Repairer; 3520, Museum Preparator; 3522, Senior Museum Preparator; 3524, Principal Museum Preparator; 3525, Chief Preparator; 3554, Associate Museum Registrar; 3556, Museum Registrar; 3558, Senior Museum Registrar;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain:  
Yes, the contractor will provide large-scale fine art facilities for both short and long term storage that are secured, insured, and climate controlled as well as rigging equipment for the large oversized items.

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

None at this time.

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

- A. Explain why civil service classes are not applicable.  
Civil service classes exist but the City lacks the the appropriate storage facilities as well as the specialized equipment to do this work.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, not at this time.

**6. Additional Information**

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

**7. Union Notification:** On 05/09/2019, the Department notified the following employee organizations of this PSC/RFP request:  
SEIU 1021 Miscellaneous

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

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

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

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 48511 - 18/19

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 08/05/2019

Civil Service Commission Action:

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

**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [cynthia.avakian@flysfso.com](mailto:cynthia.avakian@flysfso.com)  
**To:** [Cynthia Avakian \(AIR\)](mailto:Cynthia.Avakian@AIR); [Ricardo Lopez@sfgov.org](mailto:Ricardo.Lopez@sfgov.org); [Basconcillo, Katherine \(PUC\)](mailto:Basconcillo,Katherine@PUC); [pcamarillo\\_seiu@sbcglobal.net](mailto:pcamarillo_seiu@sbcglobal.net);  
[Wendy.Frigillana@seiu1021.org](mailto:Wendy.Frigillana@seiu1021.org); [pscreview@seiu1021.org](mailto:pscreview@seiu1021.org); [ted.zarzecki@seiu1021.net](mailto:ted.zarzecki@seiu1021.net);  
[davidmkersten@gmail.com](mailto:davidmkersten@gmail.com); [ablood@cirseiu.org](mailto:ablood@cirseiu.org); [xiumin.li@seiu1021.org](mailto:xiumin.li@seiu1021.org); [Poon, Sin Yee \(HSA\)](mailto:Poon,SinYee@HSA);  
[david.canham@seiu1021.org](mailto:david.canham@seiu1021.org); [jtanner940@aol.com](mailto:jtanner940@aol.com); [Janelle Dung-Sapantay \(AIR\)](mailto:Janelle.Dung-Sapantay@AIR); [DHR-PSCCoordinator, DHR](mailto:DHR-PSCCoordinator@DHR)  
 [\(HRD\)](mailto:HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 48511 - 18/19  
**Date:** Thursday, May 09, 2019 4:23:21 PM

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RECEIPT for Union Notification for PSC 48511 - 18/19 more than \$100k

The AIRPORT COMMISSION -- AIR has submitted a request for a Personal Services Contract (PSC) 48511 - 18/19 for \$500,000 for Initial Request services for the period 07/01/2019 – 06/30/2022. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/12821> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW

Dept. Code: DPW

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

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

Type of Service: As-Needed Temporary Staffing Services for Architectural Drafting Work

Funding Source: Departmental Work Order

PSC Amount: \$1,800,000

PSC Est. Start Date: 07/01/2019

PSC Est. End Date 12/31/2025

**1. Description of Work**

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

Temporary staffing services for architectural drafting work on an as-needed basis, to supplement the in-house Architects for various public building or landscaping projects. The Consultant will provide temporary as-needed drafting staff to perform architectural drafting and related work under the direction of Public Works' in-house Building or Landscape Architects.

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

The as-needed contracts will only be utilized when Public Works cannot provide the services in a timely manner due to unavailability of staff or when drafting services are needed. If services cannot be provided in a timely manner, the City's ongoing operations will be impacted and thereby cause delay to the provision of services necessary for the public interest.

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

This service was provided through a subconsultant under the as-needed Architectural professional contracts. Most recent personnel services contract approval number is PSC 41026-15/16.

D. Will the contract(s) be renewed?

No.

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

The additional time in the PSC Duration is to allow for any delays in processing and awarding the contracts. All contracts will have 5 year term.

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

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

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

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

B. Explain the qualifying circumstances:

Occasionally, the City may request a quick turn-around project that was not anticipated and not scheduled in the current work load or staffing projections. At these times, this service may be utilized to supplement the in-house team on a temporary as-needed basis. This service will only be utilized on an as-needed basis when either City staff don't have the capacity to fulfill all project requests, causing delays, or if specialized services are required.

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

- A. Specify required skills and/or expertise: Agency must have a minimum of 10 years of experience in recruiting and placing temporary staff for as-needed architectural drafting work. Architectural drafters must have knowledge and expertise in traditional drafting, computer aided drafting, AutoCAD Architecture software, Revit software, and/or Building Information Modeling (BIM). Drafters must have minimum 3 to 4 years of experience in architectural drafting, which includes but is not limited to Site Plans, Floor Plans, Exterior Elevations, Building Sections, Construction Details, Door & Window Schedules, and possibly Renderings. For Landscape Architectural drafting, this would include, but is not limited to Grading and Drainage Plans, Irrigation Plans, and Planting Plans, based on sketches given by lead Landscape Architectural Designers. Workers must also have a baccalaureate degree in Architecture or Landscape Architecture or a Masters Degree in Architecture or Landscape Architecture.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5260, Architectural Assistant 1; 5261, Architectural Assistant 2; 5262, Landscape Architect Assoc 1; 5265, Architectural Associate 1; 5266, Architectural Associate 2; 5272, Landscape Architect Assoc 2;
- 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?**

Department has recruited and hired more people for above civil service classes. As-needed temporary contract services will only be utilized when and if the work cannot be prudently performed by internal staff, particularly during times of heavy work loads or critical deadlines that cannot be fully staffed in house.

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

- A. Explain why civil service classes are not applicable.  
These are temporary as-needed contract services only. They will only be utilized when the following conditions exist: • The Bureau is working at full capacity and postponement of pending projects would be contrary to the public interest, or • Specialized services are required that are not available internally and for which there is no ongoing demand that justifies the hiring of permanent City staff with the necessary expertise.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. Civil Service classes already exist. The services are only going to be utilized on an as-needed, temporary basis.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.  
No. Since these services are only going to be utilized on an as-needed basis and most of the existing staff is already skilled in these services, there is no need to provide training to existing staff.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.

- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

7. **Union Notification:** On 06/04/2019, the Department notified the following employee organizations of this PSC/RFP request:  
Architect & Engineers, Local 21; Prof & Tech Eng, Local 21

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

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

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

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 47230 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 08/05/2019

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



**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [alexander.burns@sfdpw.org](mailto:alexander.burns@sfdpw.org)  
**To:** [Burns, Alexander \(DPW\); 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; Williams, Hyun \(DPW\); DHR-PSCCoordinator, DHR \(HRD\)](mailto:Burns, Alexander (DPW); 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; Williams, Hyun (DPW); DHR-PSCCoordinator, DHR (HRD)@ifpte21.org)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 47230 - 18/19  
**Date:** Tuesday, June 4, 2019 1:51:30 PM

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RECEIPT for Union Notification for PSC 47230 - 18/19 more than \$100k

The GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW has submitted a request for a Personal Services Contract (PSC) 47230 - 18/19 for \$1,800,000 for Initial Request services for the period 07/01/2019 – 12/31/2025. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/13145> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT

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

## **Additional Attachment(s)**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW

Dept. Code: DPW

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

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

Type of Service: As-Needed Architectural Design Services

Funding Source: Departmental Work Orders

PSC Amount: \$10,000,000

PSC Est. Start Date: 03/01/2016

PSC Est. End Date 03/01/2022

**1. Description of Work**

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

Architectural services on an as-needed basis, for public building projects including but not limited to master plans, environmental reviews, programming and planning studies, assessments of existing facilities, green building evaluations, utility studies, design drawings, specifications, cost estimates, project schedules, adaptive re-use of existing facilities, modifications to life safety systems and other infrastructure, and new facilities. We intend to award 2 as-needed contracts with Federal Transit Administration (FTA) federal procurement requirements for San Francisco Municipal Transportation Agency (SFMTA) projects and 3-4 contracts for Public Works with local procurement requirements.

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

The as-needed contracts will only be utilized when Public Works cannot provide the services in a timely manner due to unavailability of staff or when specialty services are required. If services cannot be provided in a timely manner the City's ongoing operations will be impacted and thereby cause delays to the provision of services necessary for the public interest.

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

This service has been provided in the past through PSC 4095-09/10.

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

No.

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

Public Works' as-needed contract durations cannot exceed 5 years. The duration of this PSC exceeds 5 years to account for additional time for advertising, evaluations, and negotiations prior to award of a contract.

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

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

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

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:**

This service will only be required on an as-needed basis when either City staff don't have the capacity to fulfill all project requests, causing delays, or if specialized services are required. Certain federal or state grants require utilization of specialized contract services.

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

A. Specify required skills and/or expertise: Professional architectural services typically required for building projects in the public sector; services of licensed sub-consultants with expertise including but not limited to the following disciplines: historic preservation, civil, structural, electrical, mechanical/plumbing, resource efficiency with availability

of Leadership in Energy & Environmental Design (LEED) Accredited Professionals, LEED Compliance, elevator, fire protection, code compliance, waterproofing, roofing, landscape architecture, and facilities' furnishings/ interior design.

B. Which, if any, civil service class(es) normally perform(s) this work? 5211, Eng/Arch/Landscape Arch Sr; 5215, Fire Protection Engineer; 5218, Structural Engineer; 5219, Senior Structural Engineer; 5260, Architectural Assistant 1; 5261, Architectural Assistant 2; 5262, Landscape Architect Assoc 1; 5265, Architectural Associate 1; 5266, Architectural Associate 2; 5268, Architect; 5272, Landscape Architect Assoc 2; 5274, Landscape Architect;

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

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

Department has recruited and hired more people for above civil service classes. As-needed contract services will only be utilized when and if the work cannot be prudently performed by internal staff.

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

A. Explain why civil service classes are not applicable.

These are as-needed contract services only. They will only be utilized when the following conditions exist: • The Bureau is working at full capacity and postponement of pending projects would be contrary to the public interest. • Specialized services are required that are not available internally and for which there is no ongoing demand that justifies the hiring of permanent City staff with the necessary expertise.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. These services are only going to be utilized on an as-needed basis.

**6. Additional Information**

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

No.

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

No training is needed since this service will only be utilized when the Bureau is working at full capacity and postponement of pending projects would be contrary to the public interest, or specialized services are required that are not available internally.

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.

As there will be a few Federal contracts procured for this service, we will not be able to implement Local Procurements, according to FTA Circular 4220.1F Chapter II,2.a. (1)(a): "States. When procuring property and services under a grant or cooperative agreement, a State may use the same procurement policies and procedures that it uses for acquisitions not financed with Federal assistance. At a minimum, the State must comply with the federally mandated requirements on contract term limitations for revenue vehicle purchases, competition, prohibitions against geographic preferences, procurement of architectural engineering (A&E) services, and awards to responsible contractors. The State must also ensure that each purchase order and contract financed with FTA assistance includes all provisions required by Federal statutes and their implementing regulations." FTA Circular Website: [http://www.fta.dot.gov/legislation\\_law/12349\\_8641.html](http://www.fta.dot.gov/legislation_law/12349_8641.html)

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

No.

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

No.

7. **Union Notification:** On 01/11/2016, the Department notified the following employee organizations of this PSC/RFP request:  
Prof & Tech Eng, Local 21, Prof & Tech Eng, Local 21,

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

Name: Stacey Camillo Phone: 415-554-4886 Email: stacey.camillo@sfdpw.org

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

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 41026 - 15/16

DHR Analysis/Recommendation:

action date: 03/07/2016

Commission Approval Required

Approved by Civil Service Commission

03/07/2016 DHR Approved for 03/07/2016

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW

Dept. Code: DPW

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

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

Type of Service: As-Needed Inspector of Record (IOR) Services

Funding Source: Inter-Departmental Work Orders

PSC Amount: \$3,000,000

PSC Est. Start Date: 05/20/2019

PSC Est. End Date 12/31/2025

**1. Description of Work**

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

Provide specialized Inspector of Record (IOR) services for hospital projects on an as-needed basis. As required by the Office of Statewide Health Planning and Development (OSHPD) – a State Agency, Inspectors of Record for hospital projects must be certified by OSHPD. The role of the IOR is to provide competent and continuous inspection of all phases of hospital construction, allow OSHPD to efficiently monitor the construction process, and assure that the work is being performed in accordance with OSHPD-approved plans and applicable codes. An IOR must record all construction activities that occur on site and is responsible for verifying such items as seismic anchorage and equipment; the bracing of all mechanical, plumbing, and electrical piping; and conduit installation in accordance with the approved documents and installation procedures. The IOR also oversees all inspections and witnesses work performed by outside inspectors. As part of the inspection team and as the liaison between the Owner (City), the Architect of Record, and OSHPD, the IOR observes and reports the results of each inspection to all responsible parties.

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

SF Public Works is expecting a number of hospital projects that will require the services of Inspectors of Record. This As-Needed Contract will provide much needed flexibility in providing the required type of IORs to meet each project at any given time. Denial of this request for as-needed contract will cause hardship on Public Works to find qualified IORs when needed and will impact project schedules as the Contractor's completed work will not be accepted by OSHPD if the work has not been inspected by an IOR. Since OSHPD and the Architect of Record hold approval of the IOR in addition to the City, maximum flexibility in assigning IORs is necessary to achieve group confirmation.

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

This service was provided through a subconsultant under the as-needed Architectural professional contracts. (Refer to PSC No. 4030-09/10, Mod 3, approved on June 17, 2013). The SF General Hospital Rebuild Program had an IOR Consultant Contract specific to the Rebuild Program only. (Refer to PSC No. 4006-10/11, approved on July 19, 2010.) And 42834-14/15 for as-needed Inspector of Record (IOR) services. Other hospital projects will have to use this as-needed consultant contract to meet the demands for IORs on a project by project basis.

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.

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

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

B. Explain the qualifying circumstances:

The range of upcoming hospital projects, including tenant improvements, will require different skill sets, expertise, and/or knowledge. To be approved by the OSHPD for a project, an IOR must be already experienced in hospital inspection (generally obtained by shadowing more experienced professionals.) The experience required are one of three types: Class A for all phases of construction including major structural construction; Class B for architectural, mechanical, electrical, fire and life safety, and anchorage of non-structural element; and Class C for one or more areas of construction specialty but not as complete a scope as Class A or B. On a periodic basis, the Priscilla and Mark Zuckerberg San Francisco General Hospital and Trauma Center and also Laguna Honda Hospital are expected to execute projects for tenant improvements and other hospital needs that will require a number of certified Inspectors of Record (IORs) at any given time. The peak in demands will require additional IORs to support the one currently-active Public Works IOR. All Civil Service Classification personnel who serve in the role of IOR must first be certified by the Office of Statewide Health Planning and Development (OSHPD) by successfully passing a State-issued exam.

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

A. Specify required skills and/or expertise: Inspectors of Record must be certified by Office of Statewide Health Planning and Development (OSHPD) based on successful "Hospital Inspector" examination. Three levels of certification provide different levels and breadth of expertise for different projects: Class A for all phases of construction including major structural construction; Class B for architectural, mechanical, electrical, fire and life safety, and anchorage of non-structural elements; and Class C for one or more areas of construction specialty but not as complete a scope as Class A or B. Eligibility to take the IOR exam ranges from A) high school diploma or equivalent, plus 6 years applicable inspection/college education to B) possession of a California Structural Engineer's or Architect's license.

B. Which, if any, civil service class(es) normally perform(s) this work? 5241, Engineer; 5268, Architect; 5620, Regulatory Specialist; 6248, Electrical Inspector; 6318, Construction Inspector; 6333, Senior Building Inspector;

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

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

Public Works has utilized staff who were/are OSHPD certified. There were three total in the City in past years: two retired, and one is active on the Zuckerberg SF General Hospital Projects. All current Public Works inspectors/resident engineers working on hospital projects are encouraged to take the IOR exams.

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

A. Explain why civil service classes are not applicable.

Civil Service Classifications are applicable but only if they possess the IOR credentials issued by OSHPD. 5620 Regulatory Specialist, 6333 Senior Building Inspector, and 6248 Electrical Inspector have been applicable currently and in the past. Others that are applicable are noted in the answer to for "Which, if any, civil service class normally performs this work?"

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. It would not be practical because the demand for IOR services is not constant, and the IOR certification process is independent of the Civil Service classification process. In addition, OSHPD approves individual IOR applications on a case by case basis, based on their workload, IOR certification class, and the type of project being permitted. It is not guaranteed that OSHPD would approve the staff hired under these proposed new civil service classifications. Also, although the total volume of these proposed contracts seems high, it does not represent full-time work but represents as-needed part-time work of multiple individuals who consult on projects across the entire state. Finally, if there are inadequate active hospital projects, individuals would need to be furloughed or work out of class. Having noted that, current classifications can be tapped to perform this work as explained in answer to "Explain why civil service classes are not applicable."

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

**7. Union Notification:** On 04/09/2019, the Department notified the following employee organizations of this PSC/RFP request:  
Architect & Engineers, Local 21; Building Inspectors - 6331, 6333; Electrical Workers, Local 6; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21

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

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

Address: 1155 Market Street San Francisco, CA 94103

\*\*\*\*\*

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 49303 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 08/05/2019



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

**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [alexander.burns@sfdpw.org](mailto:alexander.burns@sfdpw.org)  
**To:** [Burns, Alexander \(DPW\)](mailto:Burns.Alexander@DPW); [amakayan@ifpte21.org](mailto:amakayan@ifpte21.org); [oashworth@ibew6.org](mailto:oashworth@ibew6.org); [khughes@ibew6.org](mailto:khughes@ibew6.org); [ecassidy@ifpte21.org](mailto:ecassidy@ifpte21.org); [WendyWong26@yahoo.com](mailto:WendyWong26@yahoo.com); [wendywong26@yahoo.com](mailto:wendywong26@yahoo.com); [tmathews@ifpte21.org](mailto:tmathews@ifpte21.org); [kschumacher@ifpte21.org](mailto:kschumacher@ifpte21.org); [kpage@ifpte21.org](mailto:kpage@ifpte21.org); [eerbach@ifpte21.org](mailto:eerbach@ifpte21.org); [pkim@ifpte21.org](mailto:pkim@ifpte21.org); [L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org); [Sy, Don \(DPW\)](mailto:Sy,Don@DPW); [DHR-PSCCoordinator](mailto:DHR-PSCCoordinator), [DHR \(HRD\)](mailto:DHR(HRD))  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 49303 - 18/19  
**Date:** Tuesday, April 09, 2019 11:21:41 AM

---

RECEIPT for Union Notification for PSC 49303 - 18/19 more than \$100k

The GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW has submitted a request for a Personal Services Contract (PSC) 49303 - 18/19 for \$3,000,000 for Initial Request services for the period 05/20/2019 – 12/31/2025. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/12848> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions

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

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

**From:** Sy, Don (DPW)  
**To:** [Donnelly, Edward \(DBI\); sfbia14@gmail.com](mailto:Donnelly, Edward (DBI); sfbia14@gmail.com)  
**Subject:** FW: Receipt of Notice for new PCS over \$100K PSC # 49303 - 18/19  
**Date:** Wednesday, May 22, 2019 2:30:00 PM

---

Greetings,

Please find below, the Union Notification for PSC 49303 - 18/19.

PSC Link: <http://apps.sfgov.org/dhrdrupal/node/12848>

Thank you,

Don Sy  
Contract Administration

San Francisco Public Works | City and County of San Francisco  
1155 Market Street, 4th Floor | San Francisco, CA 94103 | P: (415) 554-6226 | F: (415) 554-6232  
| [sfpublicworks.org](http://sfpublicworks.org) · [twitter.com/sfpublicworks](https://twitter.com/sfpublicworks)

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

From: [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) <[dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org)> On Behalf Of [alexander.burns@sfdpw.org](mailto:alexander.burns@sfdpw.org)  
Sent: Tuesday, April 09, 2019 11:22 AM  
To: Burns, Alexander (DPW) <[alexander.burns@sfdpw.org](mailto:alexander.burns@sfdpw.org)>; [amakayan@ifpte21.org](mailto:amakayan@ifpte21.org);  
[oashworth@ibew6.org](mailto:oashworth@ibew6.org); [khughes@ibew6.org](mailto:khughes@ibew6.org); [ecassidy@ifpte21.org](mailto:ecassidy@ifpte21.org); [WendyWong26@yahoo.com](mailto:WendyWong26@yahoo.com);  
[wendywong26@yahoo.com](mailto:wendywong26@yahoo.com); [tmathews@ifpte21.org](mailto:tmathews@ifpte21.org); [kschumacher@ifpte21.org](mailto:kschumacher@ifpte21.org);  
[kpague@ifpte21.org](mailto:kpague@ifpte21.org); [eerbach@ifpte21.org](mailto:eerbach@ifpte21.org); [pkim@ifpte21.org](mailto:pkim@ifpte21.org); [L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org); Sy, Don  
(DPW) <[don.sy@sfdpw.org](mailto:don.sy@sfdpw.org)>; DHR-PSCCoordinator, DHR (HRD) <[dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org)>  
Subject: Receipt of Notice for new PCS over \$100K PSC # 49303 - 18/19

RECEIPT for Union Notification for PSC 49303 - 18/19 more than \$100k

The GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW has submitted a request for a Personal Services Contract (PSC) 49303 - 18/19 for \$3,000,000 for Initial Request services for the period 05/20/2019 – 12/31/2025. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/12848>

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)**

Similar PSCs

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW Dept. Code: DPW

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

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

Type of Service: As-Needed Inspector of Record (IOR) Services

Funding Source: Inter-Departmental Work Orders PSC Duration: 5 years 22 weeks
PSC Amount: \$4,000,000 PSC Est. Start Date: 07/01/2015 PSC Est. End Date: 11/30/2020

1. Description of Work

A. Scope of Work:

Provide specialized Inspector of Record (IOR) services for hospital projects on an as-needed basis. As required by the Office of Statewide Health Planning and Development (OSHPD) - a State Agency, Inspectors of Record for hospital projects must be certified by OSHPD.

The role of the IOR is to provide competent and continuous inspection of all phases of hospital construction, allow OSHPD to efficiently monitor the construction process, and assure that the work is being performed in accordance with OSHPD-approved plans and applicable codes. An IOR must record all construction activities that occur on site and is responsible for verifying such items as seismic anchorage and equipment; the bracing of all mechanical, plumbing, and electrical piping; and conduit installation in accordance with the approved documents and installation procedures. The IOR also oversees all inspections and witnesses work performed by outside inspectors. As part of the inspection team and as the liaison between the Owner (City), the Architect of Record, and OSHPD, the IOR observes and reports the results of each inspection to all responsible parties. We intend to award two contracts at \$2,000,000 each.

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

SF Public Works is expecting a number of hospital projects that will require the services of Inspectors of Record. This As-Needed Contract will provide much needed flexibility in providing the required type of IORs to meet each project at any given time. Denial of this request for as-needed contract will cause hardship on Public Works to find qualified IORs when needed and will impact project schedules as the Contractor's completed work will not be accepted by OSHPD if the work has not been inspected by an IOR. Since OSHPD and the Architect of Record hold approval of the IOR in addition to the City, maximum flexibility in assigning IORs is necessary to achieve group confirmation.

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 has been provided through a sub-consultant under the As-Needed Design Services for Health Facilities contract. (Refer to PSC No. 4030-09/10). The SF General Hospital Rebuild Program currently has an IOR Consultant Contract specific to the Rebuild Program only. (Refer to PSC No. 4006-10/11). Other hospital projects will have to use this as-needed consultant contract to meet the demands for IORs on a project by project basis.

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

2. Union Notification: On 06/08/2015, the Department notified the following employee organizations of this PSC/RFP request: all unions were notified

\*\*\*\*\*

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 42834 - 14/15

DHR Analysis/Recommendation:

08/03/2015

Commission Approval Required

Approved by Civil Service Commission

DHR Approved for 08/03/2015

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

- A. Specify required skills and/or expertise:  
Inspectors of Record must be certified by Office of Statewide Health Planning and Development (OSHPD) based on successful "Hospital Inspector" examination. Three levels of certification provide different levels and breadth of expertise for different projects: Class A for all phases of construction including major structural construction; Class B for architectural, mechanical, electrical, fire and life safety, and anchorage of non-structural elements; and Class C for one or more... (please see attached for full response)
- B. Which, if any, civil service class(es) normally perform(s) this work?  
none,
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:  
No.

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

- A. Explain why civil service classes are not applicable:  
Civil Service Classifications are applicable but only if they possess the IOR credentials issued by OSHPD. Public Works intends to utilize City staff who are OSHPD-certified to the extent that they are available and acceptable to OSHPD and the Architect of Record. Due to fluctuations in project needs and project schedules, it will be difficult to use the limited numbers of existing staff who are qualified to provide IOR services.
- B. Would it be practical to adopt a new civil service class to perform this work? Explain.  
It would not be practical because the demand for IOR services is intermittent, and the IOR certification process is independent of the Civil Service classification process. In addition, OSHPD approves individual IOR applications on a case by case basis,...(please see attachment for full response).

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

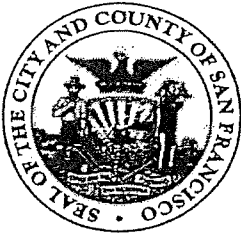
	<u>YES</u>	<u>NO</u>
A. Will the contractor directly supervise City and County employee?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B. Will the contractor train City and County employee?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C. Are there legal mandates requiring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

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD  
ON 07/09/2015 BY:

Name: Sung Kim Phone: 415-554-6417 Email: sung.kim@sfdpw.org

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





# CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

GAVIN NEWSOM  
MAYOR

July 23, 2010

## NOTICE OF CIVIL SERVICE COMMISSION ACTION

E. DENNIS NORMANDY  
PRESIDENT

DONALD A. CASPER  
VICE PRESIDENT

MORGAN R. GORRONO  
COMMISSIONER

MARY Y. JUNG  
COMMISSIONER

ANITA SANCHEZ  
EXECUTIVE OFFICER

**SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACT NUMBERS 4000-10/11 THROUGH 4015-10/11; 4010-08/09; 4030-05/06; 4122-07/08; 4087-06/07; 4163-06/07 AND 4138-06/07.**

At its meeting of July 19, 2010 the Civil Service Commission had for its consideration the above matter.

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

It was the decision of the Commission to:

- (1) Adopt the report; Approve request for PSC #4003-10/11 on the condition that one year from July 19, 2010, the Department of Public Health apprise the Commission of efforts made to have, as much as possible the proposed work to be contracted out be performed by civil service classifications, principally 1402 Junior Clerks. Notify the Office of the Controller and the Office of Contract Administration.
- (2) Adopt the report; Approve request for PSC #4005-10/11. Notify the Office of the Controller and the Office of Contract Administration.
- (3) Adopt the report; Approve request for PSC #4010-10/11 as amended to modify the contract amount from \$600,000 to \$500,000 and the duration from 06/30/14 to 06/30/15. Notify the Office of the Controller and the Office of Contract Administration.
- (4) Adopt the report; Approve request for PSC #4010-08/09. Notify the Office of the Controller and the Office of Contract Administration.
- (5) Adopt the report; Approve request for all remaining proposed personal contracts. Notify the Office of the Controller and the Office of Contract Administration.

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

CIVIL SERVICE COMMISSION

ANITA SANCHEZ  
Executive Officer

RECEIVED  
10 JUL 28 PM 1:51  
DPW  
CONTRACT ADMINISTRATIONS

### Attachment

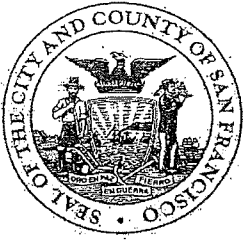
c: Cynthia Avakian, Airport Commission  
Parveen Boparai, Municipal Transportation Agency  
Rachel Buerkle, Department of the Environment  
Jesusa Bushong, San Francisco Fire Department  
Micki Callahan, Human Resources Director  
Gordon Choy, Department of Public Works  
Kendall Gary, Department of Technology  
Jacquie Hale, Department of Public Health  
Shamica Jackson, Public Utilities Commission  
Florence Kyaun, Public Utilities Commission  
Brent Lewis, Department of Human Resources  
Joan Lubamersky, General Services Agency  
Commission File  
Chron

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7/19/2010

PROPOSED PERSONAL SERVICES CONTRACTS - Regular

PSC No	Dept No.	Dept Name	Approval Type	Contract Amount	Description of Work	Duration
* 4006-10/11	90	Public Works	Regular	\$9,000,000	The Inspector of Record (IOR) will be providing inspection services in support of the construction of the new hospital at San Francisco General Hospital (SFGH) Medical Center (also known as the SFGH Rebuild Project). The role of the IOR is to provide competent and continuous inspection of all phases of the hospital construction process for the SFGH Rebuild Project, allowing the Office of Statewide Health and Planning Development (OSHPD) staff to efficiently monitor the construction process, and assuring that the work is being done in accordance with OSHPD approved plans and applicable codes. An IOR must record all construction activities that occur on site and is responsible for verifying such items such as seismic anchorage and equipment, the bracing of all mechanical, plumbing, and electrical piping and conduits are installed in accordance with the approved documents and installation procedures. The IOR also oversees all inspections and witnesses all sets performed by outside inspectors. As part of the inspection team and as the liaison between the Owner (City), the Architect, and OSHPD, the IOR observes and reports the results of each inspection to all responsible parties. IORs must first be certified by OSHPD to perform the duties of an IOR and MUST be approved by the Architect of Record and OSHPD. The supplemental IORs awarded under this PSC will be working under the direction of the Lead IOR (currently being provided through PSC#4087-07/08- Executive Construction Management Professional Services Contract) and the SFGH Rebuild Project Program Manager. The City intends to issue multiple separate contracts, with each contract having a not-to-exceed contract amount.	12/31/2016
4007-10/11	40	Public Utilities Commission	Regular	\$1,234,050	Work consists of engineering and design services for a 3,000 foot long, 11.5-ft. diameter sewer tunnel in the southeast section of San Francisco.	8/1/2012
4008-10/11	40	Public Utilities Commission	Regular	\$100,000	SFPUC is seeking an expert to provide technical advisory and review services for the New Irvington Tunnel project in specified fields related to construction of tunnels and associated structures/facilities, including but not limited to, tunnel construction and cost estimate, seismology and engineering geology. This expert will advise SFPUC on technical and strategic approach of the project and assist the SFPUC project team in making critical project decisions, during construction.	12/31/2014



# CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE  
MAYOR

June 19, 2013

## NOTICE OF CIVIL SERVICE COMMISSION ACTION

**SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACT NUMBERS 4133-12/13 THROUGH 4138-12/13; 4050-10/11; 3082-11/12; 4030-09/10.**

At its meeting of June 17, 2013 the Civil Service Commission had for its consideration the above matter.


The Commission:

- 1) PSC 4133-12/13 approved with the condition that Section "3C" is amended and submitted to the Department of Human Resources and the Civil Service Commission.
- 2) Adopted the report; Approved the requests for all remaining contracts. Notified the Office of the Controller and the Office of Contract Administration.

**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.*

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

CIVIL SERVICE COMMISSION

  
JENNIFER JOHNSTON  
Executive Officer

Attachment

Cc: Parveen Boparai, Municipal Transportation Agency  
Jeanne Buick, Department of Human Resources  
Micki Callahan, Human Resources Director  
Gordon Choy, Department of Public Works  
Leorah Dang, Department of Human Resources  
Jacquie Hale, Department of Public Health  
Shamica Jackson, Public Utilities Commission  
Diane Lim, Adult Probation  
Joan Lubamersky, General Services Agency  
Commission File  
Commissioners' Binder  
Chron

POSTING FC

06/17/2013

PROPOSED PERSONAL SERVICES CONTRACTS  
 MODIFICATION TO INCREASE CONTRACT AMOUNT/DURATION

PSC No.	DeptNo	Dept Description	Approval Type	Modified Amount	Cumulative Total	Description of Work	Start Date - End Date
4050-10/11	13	Adult Probation	Regular	\$290,300	\$999,300	Adult Probation Department (ADP) must include software license and maintenance fees to the Agreement with Northpointe, Inc. to develop the Correctional Offender Management Profiling for Alternative Sanctions (COMPAS). In the original approved Personal Services Contract (PSC) for COMPAS, these fees were not included. In order to continue effectively supervising and assessing its clients, APD must purchase these licenses from Contractor.	9/30/2010 - 6/30/2016
3082-11/12	81	Public Health	Regular	\$125,000	\$150,000	The Contractor will provide on-site at LHH approximately two hundred eighty-eight (288) hours per year of professional audiology services. The Contractor will also provide a minimum of one (1) seven-hour (7 hour) audiology clinic weekly in the Rehabilitation Department at Laguna Honda Hospital, within the hours 8:00am - 5:00pm, excluding Saturdays and Sundays. Services shall include: audiology evaluation including speech reception testing, threshold and discrimination testing, pure tone audiometry with complete audiogram, audiometry screening, hearing aid evaluation, dispensing and repair of hearing aids, and hearing therapy.	7/1/2012 - 6/30/2018
4030-09/10	90	Public Works	Regular	\$4,000,000	\$9,495,000	Provide design services involving renovation, relocation, adaptive re-use of existing facilities, installations of specialized medical equipment, modifications to life safety systems and other infrastructure, and new facilities; selected firms need to have extensive knowledge of, and experience with general acute care facilities under jurisdiction of the Office of Statewide Health and Planning (OSHPD). The department intends to award up to 4 contracts with an aggregate fee cap of \$4,000,000 and (individual fee cap \$1,000,000).	10/28/2009 - 12/31/2018

Sum of Modified Amounts: \$4,415,300

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: ENVIRONMENT -- ENV

Dept. Code: ENV

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

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

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

Funding Source: Grant funding

PSC Amount: \$2,500,000

PSC Est. Start Date: 08/05/2019

PSC Est. End Date: 08/04/2021

**1. Description of Work**

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

The Bay Area Regional Energy Network (BayREN) is an authorized Program Administrator (PA) of state utility ratepayer funds for energy-efficiency programs. Authorized by the California Public Utilities Commission (CPUC) in 2012, BayREN provides energy-efficiency services, programs and resources to all nine Bay Area Counties, including Alameda, Contra Costa, Marin, Napa, San Mateo, Santa Clara, Solano, Sonoma, and San Francisco.

The CPUC approved the 2019 BayREN budget and authorized the BayREN to expand into the commercial sector, covering small and medium businesses.

The Department of the Environment (the "Department") is the lead agency for the expansion and is charged with conducting regional administration, marketing and implementation of the BayREN Commercial program for all nine Bay Area Counties.

From its conception, the BayREN Commercial program is designed to rely almost exclusively on "Program Allies" to drive the program. Program Allies are energy service companies (ESCOs), which are commercial or non-profit businesses that provide a broad range of energy solutions, including designs and implementation of energy savings projects, retrofitting, energy conservation, energy infrastructure outsourcing, power generation and energy supply, and risk management.

Working with the Department, the BayREN Commercial program will rely on Program Allies to conduct the following activities in the San Francisco Bay Area region:

- 1) market the BayREN Commercial program;
- 2) recruit prospects / leads;
- 3) conduct "goodness-of-fit" for the program, assess potential for energy savings and evaluate the level of risk (borne entirely by the contractor);
- 4) complete the sales-process;
- 5) install high-quality retrofit equipment;

- 6) monitor for consistency of energy savings and report non-routine events;
- 7) report the resultant energy savings to the Commercial program annually for two years.

Payments from the BayREN Commercial program to Program Allies are made only after energy savings are verified and reported to the Commercial program. Payment rates (\$/kWh and \$/therm) are fixed in the contract.

Program Allies will work closely with the Department and the BayREN Building Performance Advisors (BPA) to develop and follow practical, seamless and efficient enrollment and reporting processes.

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

This contract is necessary to (i) fulfill the Bay Area Regional Energy Network's obligations as a program administrator of utility ratepayer funds to provide energy-efficiency services to the entire Bay Area region; (ii) administer parts of the program that the City & County of San Francisco cannot do, such as marketing and sales outside of San Francisco County, provide initial finance to projects, and take on the financial risks resulting from under-performing projects; and (iii) provide additional engineering and program services beyond the Department of Environment's internal capacity.

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.

None. This service has not been provided in the past.

D. Will the contract(s) be renewed?

No. Should the sources of funding continue as current contracts approach expiration dates, another Request for Proposal will be issued and refined to address the Department of Environment's needs at that time.

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

not applicable

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.

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:

City Staff cannot conduct activities that occur in other Bay Area counties.

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

A. Specify required skills and/or expertise: Extensive knowledge of energy efficiency, energy conservation, energy procurement and related financial issues, including but not limited to: (i) experience implementing meter-based, small-medium commercial energy-efficiency programs; (ii) specialized engineering and commercial building analysis; (iii) financial planning services for energy efficiency projects; (iv) utility data

collection, analysis and reporting; and (v) mitigate against the risk from under-performing energy-efficiency projects.

- B. Which, if any, civil service class(es) normally perform(s) this work? 5640, Environmental Spec; 5642, Sr. Environmental Spec;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, the contractor(s) will provide their own financing to initiate the program. The contractor(s) will also deploy proprietary software to estimate and validate future energy savings claims to inform a comprehensive, accurate payback analysis.

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

None because these services cannot be performed by City staff. Existing civil service positions cannot perform work in other Bay Area counties.

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

- A. Explain why civil service classes are not applicable.  
Existing civil service positions cannot perform work in other Bay Area counties. Additionally, the Program Allies will perform tasks which the City cannot do, such as offering in-house financing to initiate energy-efficiency projects and taking on potential financial risk from under-performing energy-efficiency projects. Future funding is also uncertain.
- 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, because this work cannot be fully completed by City staffers.

**6. Additional Information**

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

- 7. Union Notification:** On 06/06/2019, the Department notified the following employee organizations of this PSC/RFP request:  
Prof & Tech Eng, Local 21

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

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

Address: 1455 Market Street, Suite 1200 San Francisco, CA 94103

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 46654 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 08/05/2019



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

**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [michael.hirai@sfgov.org](mailto:michael.hirai@sfgov.org)  
**To:** [Hirai, Michael \(ADM\); ecassidy@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; amakayan@ifpte21.org; L21PSCReview@ifpte21.org; Hirai, Michael \(ADM\); DHR-PSCCoordinator, DHR \(HRD\)](mailto:Hirai, Michael (ADM); ecassidy@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; amakayan@ifpte21.org; L21PSCReview@ifpte21.org; Hirai, Michael (ADM); DHR-PSCCoordinator, DHR (HRD)@ifpte21.org)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 46654 - 18/19  
**Date:** Thursday, June 06, 2019 1:37:25 PM

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RECEIPT for Union Notification for PSC 46654 - 18/19 more than \$100k

The ENVIRONMENT -- ENV has submitted a request for a Personal Services Contract (PSC) 46654 - 18/19 for \$2,500,000 for Initial Request services for the period 08/05/2019 -- 08/04/2021. 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/12967> 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)**

BayRen Commercial Pay-for-Performance (P4P) Program Allies

RFP for BayREN Commercial P4P Program Allies

Updated 04-03-19LC

## City and County of San Francisco

### Request for Proposals (RFP) for Bay Area Regional Energy Network (BayREN) Commercial Pay-for-Performance (P4P) Program Allies



Date Issued:

05 April 2019

Pre-proposal Conference:

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Proposal Due:

12:00 p.m., 19 April 2019

## II. SCOPE OF WORK

The Scope of Work is to be used as a general guide and is not intended to be a complete list of all work necessary to complete the project.

The following are work tasks assumed necessary to participate as an Ally in the Program. Proposing teams may suggest a modified scope as part of their proposal.

### **Implementation Tasks include, but are not limited to:**

Allies will provide excellent customer service and turnkey technical assistance to SMB Participants throughout the BayREN territory who wish to pursue comprehensive upgrades to their facilities. This role will generally encompass the following activities:

1. **Recruit, Pre-qualify and Enroll Participants** - While BayREN will provide marketing and outreach support on the county level, Allies are ultimately responsible for their own lead generation, marketing<sup>4</sup>, and sales.
2. **Conduct Prequalification** - Prospective Participants are required to provide access to their utility data via PG&E “Share My Data” portal to the Ally. Participants may need an Ally’s assistance in identifying meters, signing up for an online account, and accessing their data. Before going on-site, an Ally may find it prudent to review the Advanced Metering Infrastructure (AMI) data and other site-specific information (such as building and equipment vintage and related physical characteristics) to confirm the potential for significant energy savings suitable for whole-building M&V<sup>5</sup>. Specifically, AMI data should be used to screen potential Participants per the following criteria:
  - Potential energy savings exceeds ten percent (10%) of baseline consumption
  - Minimum twelve (12) months of baseline energy consumption data
  - Complete data for all meters serving the site
  - Baseline normalization model meets goodness-of-fit criteria (statistic to be provided by the BayREN M&V Platform)
  - No non-routine events (NRE’s) within the prior 12 months, including installation of onsite renewable generation or Electric Vehicle (EV) charging capabilities; participation in ratepayer funded energy efficiency program; change in the facility conditioned floor area, space type, or tenancy (see “BayREN P4P Implementation Plan,” (P.40) for more detailed discussion of NRE’s and adjustments).

Potential Participants with low energy savings potential or disqualifications based on baseline data may be referred to programs that claim deemed or calculated savings. BayREN may be able to provide customer contact lists (mailing addresses only) that have been pre-screened for Program eligibility.

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<sup>4</sup> Note that BayREN, its administrator and members, including the City and County of San Francisco, reserve the right to review all customer-facing collateral.

<sup>5</sup> Whole Building M&V is adapted from the Investor Confidence Project (ICP) M&V Plan Template: Option C Measurement and Verification, IPMVP Option C, Whole Facility.

3. **Conduct ASHRAE Level 1-like Assessments and Develop Energy Management Plans (EMP)** - Ally will conduct an ASHRAE Level 1-like site assessment of the Participant’s facility to confirm energy savings opportunities and develop a financial proposal for upgrades. Ally may develop predicted savings estimates using deemed savings values or any energy models or other calculation methods that have been approved by the CPUC. Ally may be called on to provide technical assistance to help Participants benchmark their building energy performance in Portfolio Manager®.

Furthermore, Ally will create an “Energy Management Plan” (EMP) to submit to the Participant. The EMP is a five-year “roadmap” that details short and medium term eligible energy efficiency retrofit recommendations; their estimated savings; associated incentives and financing options under different scenarios such as private capital financing, Commercial Property Assessed Clean Energy (C-PACE) or PG&E On-Bill Financing (OBF), including simple payback and other financial metrics; preliminary budgetary construction cost estimates; and program enrollment details. Most importantly, the EMP contains “Next Steps” for the Participants to immediately act upon. Ally must submit the EMP to the Program to claim an assessment incentive for the project.

An Assessment Incentive is available to contracted Allies if the minimum close-rates percentages in Table 4 are met. Disbursement intervals will be discussed during the contracting phase.

**Table 4 - Minimum Close-rate**

Program Year	Minimum Assessment-to-Signed Project Conversion Rate <sup>6</sup>
2019 (Ramp Up)	66%
2020	75%

4. **Provide Turnkey Technical Assistance** - When requested, the Ally must provide the following types of technical assistance to Participants:
- translate EMP recommendations into bid specifications and review contractor bids
  - manage construction activities or perform the upgrade work
  - inspect upgrades and confirm that work was properly performed per contract

It is in the Ally’s interest to integrate quality assurance into its standard operating procedures related to measure installation in order to minimize project performance risks that might undermine Ally’s payable savings claims.

5. **Submit Project Documents and Data** - To qualify for an Improvement Incentive, an Ally must satisfy the pre-conditions for an Assessment Incentive as detailed in “BayREN

<sup>6</sup> To qualify for the “Assessment Incentive,” an Ally must maintain a minimum these conversion rate.

RFP for BayREN Commercial P4P Program Allies

P4P Implementation Plan,” (P.24), and submit a qualifying Improvement Incentive Application for review and approval, including:

- Energy savings calculations
- Itemized invoices
- Documentation of all required building permits
- Declaration of Deemed or Calculated Incentives (if applicable)
- Other documentation, as required

6. **Comply with Project Close-out & Evaluation, Measurement & Verification (EM&V) Requirements** - Ally will cooperate with all aspects of Program Quality Control and M&V, including any CPUC-directed EM&V studies. Ally is encouraged to provide feedback to the PA to improve participant experience & program efficiency.
7. **Prepare for Ramp Up / Launch** - BayREN, its Administrator and County Members, including the City and County of San Francisco, expect to closely collaborate with Allies in preparation for a soft program launch, tentatively scheduled for April 2019.



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: Emergency Bed Placement Services

Funding Source: Local

PSC Amount: \$223,769

PSC Est. Start Date: 07/01/2019

PSC Est. End Date 06/30/2021

**1. Description of Work**

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

The purpose of the contract is to promote the safety and well-being of APS clients through the provision of emergency placement services and supportive personal care services available on a 24-hour basis. The Contractor shall provide a safe and secure placement for Adult Protective Services (APS) clients. The APS program will have access to placement and care to at least two clients, during any given month. For each referred client, provide a private bed within a licensed care facility. The placement will be consistent with licensing requirements set by California's Community Care Licensing Division and will include shelter, food, and assistance with personal care and Activities of Daily Living, as needed, for up to 60 days. Placement must be available on a short notice emergency, for a short-term, and to any APS client whether or not they are in need of medical care.

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

The Contractor shall provide a safe and secure placement for Adult Protective Services (APS) clients. These services are intended to provide emergency assistance during times of distress to seniors and younger adults with disabilities. If denied, this vulnerable population could be left without shelter and proper care.

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

This service has been provided in the past and is currently being contracted out. The most recent personal services contract approval number is 33376 - 17/18 on June 19, 2018.

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

The contract will not be renewed after the two year period. A new procurement will be issued.

**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 facility must be licensed by California's Department of Community Care Licensing. Must meet licensing requirements for managing the care of adults and elders with dementia as specified in the California Code of Regulations, Title 22, Section 87705. The facility must have experience providing services for people with cognitive impairment, developmental disabilities, and behavioral health needs.

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

A. Specify required skills and/or expertise: The facility must be licensed by California's Department of Community Care Licensing. The facilities must provide for individual's needs and emergency placement services to Adult Protective Services (APS) clients who are elders aged 65 or older and adults with disabilities over the age of 18 who are experiencing abuse, neglect, exploitation, or self-neglect. The emergency placement services will provide access to a safe respite bed, meals, and supportive personal care services on a 24-hour basis. The facility must have experience providing services for people with cognitive impairment, developmental disabilities, and behavioral health needs. Must meet licensing requirements for managing the care of adults and elders with dementia as specified in the California Code of Regulations, Title 22, Section 87705.

B. Which, if any, civil service class(es) normally perform(s) this work? 2904, Human Services Technician;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, the contractor provides a 24-hour residential care facility that is licensed by California's Department of Community Care Licensing.

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

These services cannot be provided through any City resources as the services require a residential care facility that is licensed by California's Department of Community Care Licensing. The City does not have the required facilities, beds or capacity for immediately available emergency care.

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

A. Explain why civil service classes are not applicable.

No civil service classes are applicable because the contractor is providing client placement at a licensed residential care facility. The City does not have the required facilities, beds or capacity for immediately available emergency care.

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 as the contractor is providing complex services which include managing the care of adults and elders with dementia as well as experience providing services for people with cognitive impairment, developmental disabilities, and behavioral health needs. The contractor is also providing a residential care facility that is licensed by California's Department of Community Care Licensing. The City does not have the required facilities or capacity to perform this work on an emergency and short-term basis.

**6. Additional Information**

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

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

7. **Union Notification:** On 04/25/2019, the Department notified the following employee organizations of this PSC/RFP request:  
SEIU 1021 Miscellaneous

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

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

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 49949 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 08/05/2019

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

**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [john.tsutakawa@sfgov.org](mailto:john.tsutakawa@sfgov.org)  
**To:** [Tsutakawa, John \(HSA\)](mailto:Tsutakawa_John@HSA); [Ricardo.lopez@sfgov.org](mailto:Ricardo.lopez@sfgov.org); [Basconcillo, Katherine \(PUC\)](mailto:Basconcillo_Katherine@PUC); [pcamarillo\\_seiu@sbcglobal.net](mailto:pcamarillo_seiu@sbcglobal.net); [Wendy.Frigillana@seiu1021.org](mailto:Wendy.Frigillana@seiu1021.org); [pscreview@seiu1021.org](mailto:pscreview@seiu1021.org); [ted.zarzecki@seiu1021.net](mailto:ted.zarzecki@seiu1021.net); [davidmkersten@gmail.com](mailto:davidmkersten@gmail.com); [ablood@cirseiu.org](mailto:ablood@cirseiu.org); [xiumin.li@seiu1021.org](mailto:xiumin.li@seiu1021.org); [Poon, Sin Yee \(HSA\)](mailto:Poon_Sin_Yee@HSA); [david.canham@seiu1021.org](mailto:david.canham@seiu1021.org); [itanner940@aol.com](mailto:itanner940@aol.com); [Duenas, Rocio \(HSA\)](mailto:Duenas,Rocio@HSA); [DHR-PSCCoordinator, DHR \(HRD\)](mailto:DHR-PSCCoordinator@DHR)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 49949 - 18/19  
**Date:** Thursday, April 25, 2019 2:26:24 PM

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RECEIPT for Union Notification for PSC 49949 - 18/19 more than \$100k

The HUMAN SERVICES -- DSS has submitted a request for a Personal Services Contract (PSC) 49949 - 18/19 for \$223,769 for Initial Request services for the period 07/01/2019 – 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/12725> 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)**

certified\_p-600\_merced\_residential\_care\_fy18-19\_renewal

**City and County of San Francisco  
Office of Contract Administration  
Purchasing Division  
City Hall, Room 430  
1 Dr. Carlton B. Goodlett Place  
San Francisco, California 94102-4685**

**Agreement between the City and County of San Francisco and  
Merced Residential Care**

This Agreement is made this 1<sup>st</sup> day of July, 2018, in the City and County of San Francisco, State of California, by and between Merced Residential Care, Merced Broad 257-259 Broad Street, San Francisco, CA 94112 ("Contractor") and City.

**Recitals**

WHEREAS, the San Francisco Human Services Agency ("Department") wishes to provide client-centered emergency placement services to Adult Protective Services (APS) clients – elders aged 65 or older and adults with disabilities over the age of 18 experiencing abuse, neglect, exploitation, or self-neglect; and,

WHEREAS, the City selected Contractor under Section 21.6 of the San Francisco Administrative Code, titled "When No Valid Offers are Received; Multiple Low Offers."; and

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

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

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract number 33376-17/18 on June 19, 2018;

Now, THEREFORE, the parties agree as follows:

**Article 1 Definitions**

The following definitions apply to this Agreement:

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

1.2 "City" or "the City" means the City and County of San Francisco, a municipal corporation, acting by and through both its Director of the Office of Contract Administration or



the Director's designated agent, hereinafter referred to as "Purchasing" and the San Francisco Human Services Agency."

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

1.4 "Contractor" or "Consultant" means Merced Residential Care, Merced Broad 257-259 Broad Street, San Francisco, CA 94112.

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

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

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

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

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

## **Article 2 Term of the Agreement**

2.1 The term of this Agreement shall commence on the latter of: (i) July 1, 2018; or (ii) the Effective Date and expire on June 30, 2019, unless earlier terminated as otherwise provided herein.

## **Article 3 Financial Matters**

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

of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

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

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

**3.3 Compensation.**

**3.3.1 Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Executive Director, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed One Hundred Thousand Dollars (\$100,000). The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments.

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

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

3.3.4 **Invoice Format.** Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City, and must include a unique invoice number. Payment shall be made by City to Contractor at the address specified in Section 11.1, "Notices to the Parties," or in such alternate manner as the Parties have mutually agreed upon in writing.

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

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

(a) All City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through Paymode-X, the City's third party service that provides Automated Clearing House (ACH) payments. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit [www.sfgov.org/ach](http://www.sfgov.org/ach).

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

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

3.5 **Submitting False Claims.** The full text of San Francisco Administrative Code Chapter 21, Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Pursuant to San Francisco Administrative Code §21.35, any contractor or subcontractor who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor or subcontractor will be deemed to have submitted a false claim to the City if the contractor or subcontractor: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval;

(b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

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

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

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

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

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

**4.4.1 Independent Contractor.** For the purposes of this Article 4, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits

that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

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

**4.5 Assignment.** The Services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or

delegated by Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

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

## **Article 5 Insurance and Indemnity**

### **5.1 Insurance.**

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

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

(b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; policy must include Abuse and Molestation coverage.

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

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

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

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

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

5.1.4 Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this

Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

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

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

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

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

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

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

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

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

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

#### **Article 7 Payment of Taxes**

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

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

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



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

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

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

## **Article 8 Termination and Default**

### **8.1 Termination for Convenience**

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

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

(a) Halting the performance of all Services under this Agreement on the date(s) and in the manner specified by City.

(b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, Services, equipment or other items.

(c) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

(d) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.

(e) Completing performance of any Services that City designates to be completed prior to the date of termination specified by City.

(f) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

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

(a) The reasonable cost to Contractor, without profit, for all Services prior to the specified termination date, for which Services City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for Services. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

(b) A reasonable allowance for profit on the cost of the Services described in the immediately preceding subsection (a), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all Services under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

(c) The reasonable cost to Contractor of handling material or equipment returned to the vendor, delivered to the City or otherwise disposed of as directed by the City.

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

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

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

defective or rejected Services, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

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

**8.2 Termination for Default; Remedies.**

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

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

3.5	Submitting False Claims.	10.4	Nondisclosure of Private, Proprietary or Confidential Information
4.5	Assignment	10.10	Alcohol and Drug-Free Workplace
Article 5	Insurance and Indemnity	10.13	Working with Minors
Article 7	Payment of Taxes	11.10	Compliance with Laws

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

(c) Contractor (i) is generally not paying its debts as they become due; (ii) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction; (iii) makes an assignment for the benefit of its creditors; (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property; or (v) takes action for the purpose of any of the foregoing.

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

8.2.2 On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of

Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City.

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

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

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

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

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

3.3.2	Payment Limited to Satisfactory Services	9.1	Ownership of Results
3.4	Audit and Inspection of Records	9.2	Works for Hire
3.5	Submitting False Claims	10.4	Nondisclosure of Private, Proprietary or Confidential Information
Article 5	Insurance and Indemnity	11.6	Dispute Resolution Procedure
6.1	Liability of City	11.7	Agreement Made in California; Venue
6.3	Liability for Incidental and Consequential Damages	11.8	Construction
Article 7	Payment of Taxes	11.9	Entire Agreement
8.1.6	Payment Obligation	11.10	Compliance with Laws
		11.11	Severability

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

connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City.

## **Article 9 Rights In Deliverables**

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

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

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

10.1 **Laws Incorporated by Reference.** The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement ("Mandatory City Requirements") are available at [www.sfgov.org](http://www.sfgov.org) under "Government."

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

10.3 **Prohibition on Use of Public Funds for Political Activity.** In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate

in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

#### 10.4 **Nondisclosure of Private, Proprietary or Confidential Information.**

**10.4.1. Personal Information.** Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contractor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

**10.4.2. Protected Social Service and Personal Health Information.** Contractor, all subcontractors, and all agents and employees of Contractor and any subcontractor shall comply with any and all privacy laws regarding social service recipient information and/or the transmission, storage and protection of all private health information disclosed to Contractor by City in the performance of this Agreement. Contractor agrees that any failure of Contractor to comply with the requirements of federal and/or state and/or local privacy laws shall be a material breach of the Contract. In the event that City pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of protected social service or protected health information given to Contractor or its subcontractors or agents by City, Contractor shall indemnify City for the amount of such fine or penalties or damages, including costs of notification. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract.

**10.4.3. Proprietary and Confidential Information of City.** Grantee understands and acknowledges that, in the performance of this Agreement or in contemplation thereof, Grantee may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential information, the disclosure of which to third parties may be damaging to City. Grantee agrees that all information disclosed by City to Grantee shall be held in confidence and used only in the performance of this Agreement. Grantee shall exercise the same standard of care to protect such information as a reasonably prudent nonprofit entity would use to protect its own proprietary or confidential data.

#### 10.5 **Nondiscrimination Requirements**

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

with such provisions. Contractor is subject to the enforcement and penalty provisions in Chapters 12B and 12C.

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

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

**10.7 Minimum Compensation Ordinance.** Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. By signing and executing this Agreement, Contractor certifies that it is in compliance with Chapter 12P.

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

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

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

**10.11 Limitations on Contributions.** By executing this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of

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

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

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

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

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

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



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

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

10.17 **Sugar-Sweetened Beverage Prohibition.** Contractor agrees that it will not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

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

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

#### **Article 11 General Provisions**

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

To City: Office of Contract Management  
Human Services Agency  
P. O. Box 7988  
San Francisco, CA 94120-7988

To Contractor: Tommy Lee  
Merced Residential Care  
257-259 Broad Street  
San Francisco, CA 94112  
tommy@mercedcare.com

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

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

11.3 **Payment Card Industry ("PCI") Requirements.** Reserved. (Payment Card Industry ("PCI") Requirements)

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

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

11.6 **Dispute Resolution Procedure.**

11.6.1 **Negotiation; Alternative Dispute Resolution.** The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. If the Parties are unable to resolve the dispute, then, pursuant to San Francisco Administrative Code Section 21.35, Contractor may submit to the Contracting Officer a written request for administrative review and documentation of the Contractor's claim(s). Upon such request, the Contracting Officer shall promptly issue an administrative decision in writing, stating the reasons for the action taken and informing the Contractor of its right to judicial review. If agreed by both Parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. If the parties do not mutually agree to an alternative dispute resolution process or such efforts do not resolve the dispute, then either Party may pursue any remedy available under California law. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. Neither Party will be entitled to legal fees or costs for matters resolved under this section.

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

11.6.3 **Health and Human Service Contract Dispute Resolution Procedure.** The following Dispute Resolution Procedure provides a process to resolve any disputes or concerns relating to the administration of an awarded professional services grant or grant between the City and

County of San Francisco and nonprofit health and human services grantees. Grantees and City staff should first attempt to come to resolution informally through discussion and negotiation with the designated contact person in the department. If informal discussion has failed to resolve the problem, grantees and departments should employ the following steps:

**Step 1** The grantee will submit a written statement of the concern or dispute addressed to the Grant/Program Manager who oversees the agreement in question. The writing should describe the nature of the concern or dispute, i.e., program, reporting, monitoring, budget, compliance or other concern. The Grant/Program Manager will investigate the concern with the appropriate department staff that are involved with the nonprofit agency's program, and will either convene a meeting with the grantee or provide a written response to the grantee within 10 working days.

**Step 2** Should the dispute or concern remain unresolved after the completion of Step 1, the grantee may request review by the Division or Department Head who supervises the Grant/Program Manager. This request shall be in writing and should describe why the concern is still unresolved and propose a solution that is satisfactory to the grantee. The Division or Department Head will consult with other Department and City staff as appropriate, and will provide a written determination of the resolution to the dispute or concern within 10 working days.

**Step 3** Should Steps 1 and 2 above not result in a determination of mutual agreement, the grantee may forward the dispute to the Executive Director of the Department or their designee. This dispute shall be in writing and describe both the nature of the dispute or concern and why the steps taken to date are not satisfactory to the grantee. The Department will respond in writing within 10 working days.

In addition to the above process, grantees have an additional forum available only for disputes that concern implementation of the thirteen policies and procedures recommended by the Nonprofit Granting Task Force and adopted by the Board of Supervisors. These recommendations are designed to improve and streamline granting, invoicing and monitoring procedures. For more information about the Task Force's recommendations, see the June 2003 report at [http://www.sfgov.org/site/npgrantingtf\\_index.asp?id=1270](http://www.sfgov.org/site/npgrantingtf_index.asp?id=1270).

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

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

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

**11.10 Compliance with Laws.** Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and

federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

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

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

11.13 **Order of Precedence.** Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, the RFP, and Contractor's proposal dated March 1, 2016. The RFP and Contractor's proposal are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control over the RFP and the Contractor's proposal.

## **Article 12 MacBride And Signature**

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

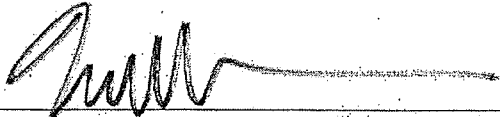
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

CITY

CONTRACTOR

Recommended by:

Merced Residential Care



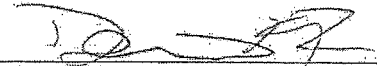
Trent Rhorer  
Executive Director  
Human Services Agency

Tommy Lee  
Executive Director  
257-259 Broad Street  
San Francisco, CA 94112

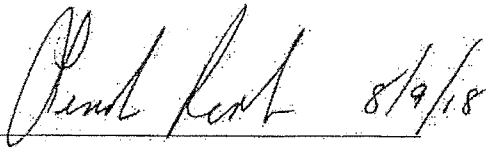
City vendor number: 0000015277

Approved as to Form:

Dennis J. Herrera  
City Attorney

By:  6/29/18  
David Ries  
Deputy City Attorney

Approved:



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

*for*

Received By:  
JUL 17 '18 AM 11:32  
Purchasing Department

**Appendices**

- A: Scope of Services
- B: Calculation of Charges
- C: Method of Payment

Similar PSCs

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

Department: HUMAN SERVICES -- DSSDept. Code: DSSType of Request:  Initial  Modification of an existing PSC (PSC # \_\_\_\_\_)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: Emergency Bed Placement ServicesFunding Source: General FundPSC Amount: \$100,000PSC Est. Start Date: 07/01/2018 PSC Est. End Date 06/30/2019**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

The purpose of the contract is to promote the safety and well-being of APS clients through the provision of emergency placement services and supportive personal care services available on a 24-hour basis. The Contractor shall provide a safe and secure placement for Adult Protective Services (APS) clients. The APS program will have access to placement and care to at least two clients, during any given month. For each referred client, provide a private bed within a licensed care facility. The placement will be consistent with licensing requirements set by California's Community Care Licensing Division and will include shelter, food, and assistance with personal care and Activities of Daily Living, as needed, for up to 60 days.

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

The Contractor shall provide a safe and secure placement for Adult Protective Services (APS) clients. These services are intended to provide emergency assistance during times of distress to seniors and younger adults with disabilities. If denied, this vulnerable population could be left without proper care.

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

This service has been provided in the past and is currently being contracted out. The most recent personal services contract approval number is 4081-10/11 on March 7, 2011.

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

Yes. This PSC is for a one year renewal of the current contract. After this contract expires a new procurement will go out 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.**  
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 facility must be licensed by California's Department of Community Care Licensing. Must meet licensing requirements for managing the care of adults and elders with dementia as specified in the California Code of Regulations, Title 22, Section 87705. The facility must have experience providing services for people with cognitive impairment, developmental disabilities, and behavioral health needs.



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

- A. Specify required skills and/or expertise: The facility must be licensed by California's Department of Community Care Licensing. The facilities must provide for individual's needs and emergency placement services to Adult Protective Services (APS) clients who are elders aged 65 or older and adults with disabilities over the age of 18 who are experiencing abuse, neglect, exploitation, or self-neglect. The emergency placement services will provide access to a safe respite bed, meals, and supportive personal care services on a 24-hour basis. The facility must have experience providing services for people with cognitive impairment, developmental disabilities, and behavioral health needs. Must meet licensing requirements for managing the care of adults and elders with dementia as specified in the California Code of Regulations, Title 22, Section 87705.
- 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 provides a 24-hour residential care facility that is licensed by California's Department of Community Care Licensing.

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

These services cannot be provided through any City resources as the services require a residential care facility that is licensed by California's Department of Community Care Licensing.

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

- A. Explain why civil service classes are not applicable.  
No civil service classes are applicable because the contractor is providing client placement at a residential care facility.
- 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 as the contractor is providing complex services which include managing the care of adults and elders with dementia as well as experience providing services for people with cognitive impairment, developmental disabilities, and behavioral health needs. The contractor is also providing a residential care facility that is licensed by California's Department of Community Care Licensing.

**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.  
No.

7. **Union Notification:** On 05/29/2018, the Department notified the following employee organizations of this PSC/RFP request:  
all unions were notified

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

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

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 33376 - 17/18

DHR Analysis/Recommendation:  
Commission Approval Not Required  
Approved by DHR on 06/19/2018

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: HEALTH SERVICE SYSTEM -- HSS

Dept. Code: HSS

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

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

Type of Service: ECM-Software Licenses and Software Maintenance

Funding Source: Heath Service System Trust Fund

PSC Amount: \$359,163

PSC Est. Start Date: 08/01/2019

PSC Est. End Date: 01/02/2026

**1. Description of Work**

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

There are no professional services for this Amendment, as this is only for on-going software licenses and associated maintenance. These proprietary software licenses and associated maintenance facilitates the capturing, organizing, indexing, retrieving, and storage of sensitive San Francisco Health Service System (SFHSS) documents, pertaining to the health claims process, to ensure compliance with the Health Insurance Portability and Accountability Act (HIPAA). This Enterprise Content Management software solutions suite interfaces with other SFHSS systems, such as PeopleSoft and Salesforce Customer Relationship Management System. This PSC is being posted for transparency purposes

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

SFHSS has gone paperless, and this is the only manner which sensitive San Francisco Health Service System (SFHSS) documents can be electronically archived. The Department current does not have space for the on-site storage of sensitive materials.

**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.**

There are no professional services for this Amendment, as this is only for on-going software licenses and associated maintenance. SFHSS continues to receive the software through the existing vendor, Hyland LLC. This PSC is being posted for transparency purposes

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

This is the renewal, which is intended to be a long term Agreement.

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

See attached

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

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

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

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

B. Explain the qualifying circumstances:

There are no professional services required for this amendment to the software License Agreement with Hyland LLC. This PSC is being posted for transparency purposes. Hyland LLC. provides proprietary software which used to facilitate the capturing, organizing, indexing, retrieving, and storage of sensitive San Francisco Health Service System (SFHSS) documents, pertaining to the health claims process, to ensure compliance with the Health Insurance Portability and Accountability Act (HIPAA). This Enterprise Content Management software solutions suite interfaces with other SFHSS systems, such as PeopleSoft and SalesForce Customer Relationship Management System.

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

- A. Specify required skills and/or expertise: There are no professional services for this Amendment, as this is only for on-going software licenses and associated maintenance.
- 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: There are no professional services for this Amendment, as this is only for on-going software licenses and associated maintenance.

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

There are no professional services for this Amendment, as this is only for on-going software licenses and associated maintenance.

**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 professional services for this Amendment, as this is only for on-going software licenses and associated maintenance.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. There are no professional services for this Amendment, as this is only for on-going software licenses and associated maintenance.

**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. See attachment "Training"
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.

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

7. **Union Notification:** On 05/22/2019, 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: Pamela Levin Phone: 415-554-0649 Email: pamela.levin@sfgov.org

Address: 1145 Market Street San Francisco, CA

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 45188 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 08/05/2019

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

## Choi, Suzanne (HRD)

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**From:** dhr-psccordinator@sfgov.org on behalf of pamela.levin@sfgov.org  
**Sent:** Wednesday, May 22, 2019 11:23 AM  
**To:** Levin, Pamela (HSS); 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; Kudenov, William (HSS); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 45188 - 18/19

RECEIPT for Union Notification for PSC 45188 - 18/19 more than \$100k

The HEALTH SERVICE SYSTEM -- HSS has submitted a request for a Personal Services Contract (PSC) 45188 - 18/19 for \$359,163 for Initial Request services for the period 08/01/2019 – 01/02/2026. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/13071> 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)**



## **Training**

There is no physical training, outside of the training manuals for the use of the licensed software.

**Contract Notes**

The Department is attempting to Amend this Agreement to extend the term for the Software Licenses.  
No professional services are being sought through this Amendment.

2016 Agreement and Assignment between CCSF and Hyland LLC.

**APPENDIX A**  
**ENTERPRISE CONTENT MANAGEMENT SOLUTION SERVICES (STATEMENT OF WORK)**

Lexmark Enterprise Software, LLC (“Lexmark”) and the Health Service System, City and County of San Francisco, (hereinafter “Customer”) will work together to implement an Enterprise Content Management (“ECM”) solution using Lexmark’s Perceptive brand ECM product suite. Lexmark’s Professional Services team is responsible for the planning, solution design, installation, configuration, and testing of the proposed ECM solution as illustrated in this Statement of Work (SOW).

**1. Project Objectives**

The objective of this solution is to facilitate the capturing, organizing, indexing, retrieving, and storage of documents pertaining to the Customer Member Services process.

Currently, the Customer receives hard copies through the mail or from walk up appointments, faxes or emails (which are printed). All copies are placed in a folder for that member and the hard copies are taken from desk to desk for processing by the Customer’s employees. At the completion of processing the documents, the file containing all the documents is stored in a filing room.

The project shall enable the customer to scan hard copy documents using Capture Profiles which will pre-index minimal information prior to sending to workflow to be processed. Emails and Faxes will be automatically captured using Perceptive’s Mail Agent and Fax Agent, respectively. They will remain in electronic format upon transfer to the Perceptive Workflow Process. Once documents arrive in workflow, they will be electronically routed to each applicable user. Index values will be pulled from the Customer’s business application using Perceptive Learnmode™ integration. Annotations, redactions, etc. may be used on documents as they are processed through workflow.

At the end of the workflow process, documents will be removed from workflow and archived in the Perceptive Content 7 database. Future phases may add on the use of Retention Policy Manager to monitor the retention of documents and Business Insight for reporting purposes.

Customer will also integrate their ECM solution with Salesforce and PeopleSoft HCM to provide a three hundred and sixty degree (360°) view of member interaction. For Salesforce, Customer shall leverage the Perceptive Interact for Salesforce connector. For integration with PeopleSoft, Customer shall utilize Lexmark’s URL Integration and/or PeopleSoft Content to capture and view content uploaded by PeopleSoft end-users.

Customer end-user activities will take place at customer office location, 1145 Market Street, 3<sup>rd</sup> floor, San Francisco, California, 94103. The servers for supporting this solution will either reside at the same customer office location or at the Customer’s data center.

**2. Project Deliverables and Assumptions**

**a. Solution Discovery and Design**

Complete discovery of all design considerations.

- Document Design meeting minutes and identify outstanding issues or decisions.

Provide best practices and recommended solutions.

- Document all critical design options, recommendations, and decisions for future reference and context.

- Document and provide design decisions and Lexmark build requirements in the Design Document.

Complete Design Document review sessions with Customer to ensure timely and accurate sign-off.

**b. Capture and Indexing**

Design and deliver a document capture process necessary to support the solution as required in the final Design Document.

- Documents may be captured via email, fax or import using Perceptive Printer or scanning.

Create and configure a best practice document indexing solution to enable effective searching, retrieval and document content management.

Design and deliver Document Types necessary to support the solution requirements identified during Design.

Design and deliver Custom Properties to store additional metadata on folders (if applicable) and documents, which can be used for searching, retrieval, reporting and retention activities.

**c. System Integration**

Design and implement Perceptive Interact for Salesforce.

Assist Customer with implementation of URL Integration and/or PeopleSoft Related Content by providing documentation, examples, and best practices to the Customer.

**d. Workflow Processing**

Design and implement Perceptive Workflow to support the Health Claims process, utilizing best practices and recommendations.

Workflow creation includes workflow alarms, routing rules and security/user access.

**e. Document Search and Retrieval**

Design and deliver up to ten (10) Folder and Document Views which will enable users to search across the Content repository.

Design, create and configure up to five (5) Application Plans to be used for linking and/or retrieval.

**f. Solution User Acceptance Testing (“UAT”) and Go-Live Support (“GLS”)**

UAT Support

UAT Support includes on-call business hour assistance only for any of the implementation components identified within this SOW.

- Additional UAT Support, such as on-site UAT support, implies additional Professional Services and is not included within the scope of this solution.

UAT activities are defined and documented prior to solution delivery:

- UAT Support must occur within a scheduled window of up to two (2) weeks and includes up to four (4) hours of direct engagement.

UAT must be scheduled to start within five (5) weeks of completion of onsite delivery tasks.

UAT phase is performed and driven by the Customer.

Solution Go-Live Support (“GLS”)

Go-Live Support (GLS) includes on-call business hour assistance only for any of the implementation components identified within this SOW.

- Additional GLS, such as onsite GLS, implies additional Professional Services and is not included within the scope of this solution.

Go-Live Support activities are defined and documented prior to the start of solution delivery.

- GLS must occur within a scheduled window of up to two (2) weeks and includes up to four (4) hours of direct engagement.

Go-Live Support must be scheduled to start within five (5) weeks of the completion of onsite delivery tasks.

Lexmark requires that Customer provide a comprehensive Go-Live support plan that will be shared with all departments and support staff that will be involved in each solution Go-Live. This plan will identify the appropriate Customer channels for issue resolution or escalation. Customer will provide the first levels of Go-Live support to encourage solution independence and knowledge, but issue escalation paths will include Lexmark resources.

g. Solution Assumptions

Lexmark will provide design and delivery services for a single department with consideration to define a repeatable solution.

Deployment of Lexmark resources at additional locations is not included in scope. Lexmark may provide an estimate for additional services or Customer may implement the repeatable solution independently.

Software and services not outlined above which are necessary to satisfy business requirements not yet discovered are excluded from scope.

**3. Lexmark Foundations – New Deployment**

a. Environment

Create and configure the Perceptive Database and Perceptive Enterprise Server.

- Comply with security requirements for database connections and user authentication.
- Provide the database administrator with maintenance and administration best practices and recommendations.

This SOW assumes that all Lexmark solutions are deployed in the environments stated below.

Integration between Perceptive environments and other applications will be dependent on availability of these environments.

- 1 (one) Production Environment.
- 1 (one) Non-Production Environment.

b. Technical Architecture

Provide a server architecture recommendation based on products in use; document processing volumes, and user concurrency (“Exhibit 1”).

Provide information about how the product communicates along with best practices for both LAN and WAN user connectivity.

Provide technical architecture consulting services to support disaster recovery and failover for high availability.

c. User and Group Security

Design and implement a group based security strategy for users according to role and access requirements.

d. Lexmark Foundations Assumptions and Constraints

The Lexmark solution assumes that Customer's network and server infrastructure are configured and scaled to handle peak traffic. Volume and storage metrics are based on the estimates provided by Customer and documented in the technical architecture diagram provided by Lexmark. If actual metrics and volumes are found to be significantly different from original estimates, additional services may be required to redesign solutions or provide recommendations for hardware and environment upgrades.

All technical and infrastructure components utilized by the solution must meet or exceed the requirements detailed in the Technical Architecture diagram. Lexmark is not responsible for installing or supporting server and database software such as Microsoft SQL and Windows Server Operating System.

Authentication assumes that all users logging into Perceptive Content will have AD/LDAP network accounts and actively log into workstations with those accounts to maintain password policies. If users do not have AD/LDAP accounts or if generic workstation/Citrix logins are used, then additional services may be required for a custom authentication solution.

#### 4. Training

The Lexmark project methodology reinforces user and administration independence for testing, training, and support of implemented solutions. Knowledge transfer of application and database functionality, reporting, best practices, and ongoing maintenance are fundamental components of the design and delivery process. The Professional Services team will conduct the following training throughout the delivery of the project.

a. Server Administrator Training

Server Administrator Training will be completed through shadowing and delegation of server installation and support tasks throughout all phases of the project, including test phases and Go-Live.

b. System Administrator Training

System Administrator training will be completed through shadowing and delegation of build and configuration tasks throughout all phases of the project.

c. Train the Trainer (Analyst / Super User Training)

Lexmark will not be responsible for training end users. Lexmark employs a Train the Trainer approach that focuses primarily on Analysts or other Super Users that will be responsible for UAT phases and end user training. This approach enables Lexmark resources to provide detailed training for each solution, and empowers Customer to learn and support the solutions themselves.

- Includes training for up to 5 (five) Customer resources that are considered system analysts, Super Users, power users, or similar. Train the Trainer is typically conducted in a classroom setting, with available scanners, workstations, and projector.

## 5. Documentation

### a. Training Documentation

Lexmark will provide access to the Lexmark Customer Portal, which provides a wide range of services and information including an online knowledgebase, product news, discussion groups, downloads, and product documentation such as system and server administration guides.

Lexmark will provide solution training documentation in the form of quick start guides that document high-level end user roles and responsibilities as part of the overall solutions identified above.

- Quick start guides are typically 4-5 pages in length and include solution specific screenshots and brief descriptions of end user tasks.

All training documentation will be provided to Customer in a modifiable format.

Following the conclusion of Application testing and delivery of training documentation, Lexmark will not be responsible for any additional updates or modifications to training documentation.

Custom Documentation, such as End User Training Documentation, implies additional Professional Services and is not included within the scope of this solution. Additional services for Custom

Documentation may be quoted per solutions during the project and will be presented to Customer in the form of a scope change and shall require a Change Order.

Customer will possess the final version of the Design Document to provide documentation of the implemented solution(s) with explanations of workflow, configuration settings and business processes.

## 6. Customer Responsibilities

Customer will be responsible for scheduling necessary resources and attending all scheduled design meetings. Customer will also be responsible for working independent of scheduled calls to complete deliverables and finalize requirements.

Customer is responsible for acquiring necessary server and hardware components, and for providing Lexmark with necessary network access, to complete the objectives identified in this SOW. If network connectivity is not provided, Lexmark will provide connectivity for an additional fee as described above. Customer is responsible for providing capture hardware.

Customer will be responsible for supporting and maintaining the server hardware operating systems, required database(s), and network environment. Database maintenance should be performed regularly according to Lexmark recommendations or as part of Customer's network maintenance plans. Customer is responsible for performing routine server backups and maintaining disaster recovery & contingency plans. Due to the enterprise architecture of Lexmark solutions, the Customer will identify one or more System Administrator(s) who will have administration and management privileges for the entire Perceptive application environment. This resource will be required to complete Fundamentals for Administrators training and will be expected to be involved closely with all phases of the project. Additional product training may be requested by the Lexmark Project Manager.

Customer will be responsible for completing and submitting a comprehensive testing plan to support required testing cycles that indicate Lexmark resource expectations and resource requests



Customer will develop a maintenance plan and support strategy for operational support of the solution after Go-Live. The maintenance plan will define the policies and procedures required to maintain the Perceptive database, Disaster Recovery Policy, file store, and server environment. The support strategy is defined as the policies and procedures to establish and maintain rules of engagement for Lexmark Enterprise Software Support.

Customer should provide Lexmark resources with VPN access to their environment. If VPN or direct remote access is not possible, a scope change will be required to move forward with an alternative as it will create additional building efforts throughout design, build and delivery phases.

Customer is responsible for all performance/load testing following delivery of the solution  
Customer database administrator will be responsible for all scheduled maintenance and backups of the Perceptive database.

Customer System Administrator will be assigned and confirmed prior to delivery. Failure to assign an administrator will result in postponement of the delivery until an administrator is assigned

## **7. Project Terms and Considerations**

This SOW is valid for Customer's signature for 90 (ninety) days following the date set forth on the first page of this SOW unless otherwise agreed and stated herein. After such 90 (ninety) days, this SOW and the applicable pricing is subject to change. Specific assumptions and constraints will be determined pending discovery of unique requirements surrounding Customer's business processes and IT environment. Lexmark will work with Customer to deliver the services contained in this SOW within the timeframes of the mutually agreed upon project plan identified during the plan phase of the project. In the event that Customer is responsible for delays in project delivery, causing timeline extensions and / or extended durations of events within the agreed upon project plan resulting in added services efforts, additional services costs may be presented in the form of a scope change as this extends the services effort contained within this SOW.

Any services not explicitly identified in this SOW as services in scope will be considered out of scope. Additional services may be represented in the form of a scope change.

This SOW assumes that Customer will provide the appropriate resources and deliverables identified during all phases of the project to maintain project timeline and schedule.

During the Plan Phase of the project, the Lexmark Project Manager will work with Customer to identify specific requirements that will determine successful project completion and closure.

Upon successful deployment and completion of agreed upon milestones, the Lexmark Professional Services team will transition Customer and the solution to the Lexmark Support team.

Lexmark assumes this SOW covers the efforts required through delivery of the solution. Once the solution has been implemented, assuming no critical defects are open, the services provided under this SOW shall end no more than 5 (five) weeks after delivery. Any services required past this timeframe are not covered by the scope in this SOW.

Customer will pre-approve the Lexmark resources that will be reimbursed for travel prior to any travel. Travel and expenses will be billed as incurred. Lexmark uses a per diem system for project related meal expenses based on approved GSA rates by location. Lexmark shall be reimbursed at the GSA rates by location for lodging. Submitted expenses in excess of current GSA rates by location, will not be payable by the Customer and shall be borne by Lexmark.

Cancellation requests received 10 (ten) or more business days prior to the first scheduled day onsite are accepted at no charge. Cancellation requests received 9 (nine) or fewer business days prior to the first scheduled day onsite are subject to a charge equal to 100 percent (100%) of the original scheduled time onsite. Any additional travel expenses resulting from the cancellation will be billed to Customer.

This SOW shall be governed by the Terms and Conditions of the Agreement (the Software License Agreement between the City and County of San Francisco and Lexmark Enterprise Software, LLC. or any agreement as applicable) signed between the Parties (referred herein as "Customer" and "Lexmark").

**APPENDIX A1**  
**LEXMARK ENTERPRISE SOFTWARE MAINTENANCE AND SUPPORT**

**1. Software Maintenance and Support**

Software Maintenance and Support customers have access to:

- a) Support for published and released standard Licensed Software functionality as defined by Lexmark's End of Life Policy.
- b) Access to Lexmark Enterprise Software Support Services, twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year, with engagement within two (2) hours.
- c) Lexmark Enterprise Software Support Services are available to any Customer allowed licensed user.
- d) Support for an unlimited number of incidents per year.
- e) Comprehensive online support, including product documentation, Knowledgebase Web case submissions, product downloads, ability to interact with Lexmark Enterprise Software Support Services via interactive channels including web chat and screen sharing, access to Lexmark Enterprise Software User Community forum, and ability to review and register for training courses, are available real-time through secure and customer-unique access. Customers require a valid user ID and password to access online support.
- f) Periodic standard version releases and software patches of the Licensed Software providing corrections to defects, minor bugs, and, at the discretion of Lexmark, enhancements providing new functionality to the Licensed Software, subject to Lexmark's End of Life Policy.
- g) Notification of any new version releases and software patches for the Licensed Software.

**2. Customer Responsibilities**

In addition to the Customer's responsibilities as set forth in the Agreement, the Customer will be solely responsible, at the Customer's expense, to:

- a) Notify Lexmark immediately of any support or maintenance issues.
- b) Train users on use of the Licensed Software.
- c) Be familiar with and leverage the use of Lexmark online support.
- d) Apply all new version releases and software patches within a reasonable time period, which allows the release or patch to be tested and validated prior to deployment and ensuring conformance with Lexmark's End of Life Policy.
- e) Designate a key contact for maintenance and support communications.
- f) Provide Lexmark with timely access, remote and/or on site, to Customer's facilities, including Customer's servers upon which the Licensed Software runs, with which the Licensed Software interfaces, and/or upon which the Licensed Software relies, including but not limited to the database server with which the Licensed Software interfaces.
- g) Provide Lexmark timely return of requested troubleshooting data in order to perform root cause analysis for support issues being experienced with the Licensed Software.

- h) Cause Customer's software environment to meet and comply with the specifications and requirements set forth in Lexmark technical specifications ("Exhibit 1"), and otherwise assume responsibility for all standard IT/IS infrastructure requirements, including the purchase, maintenance, administration and service of hardware and software upon which the Licensed Software runs, with which the Licensed Software interfaces, and/or upon which the Licensed Software relies, up to and including as appropriate:
- i. An efficient and functioning computer network which meets or exceeds the functional specifications required for operation of the Licensed Software.
  - ii. Appropriate computer equipment in proper working condition, up to and including, servers and workstations as appropriate.
  - iii. Maintain a virus free network and computer equipment environment in which the Licensed Software runs, interfaces with, and/or relies upon.
  - iv. A database, with which the Licensed Software interfaces, updated per manufacturer's recommendations and properly tuned and maintained for acceptable performance.
  - iv. A firewall appropriately configured to allow all Licensed Software related communications to traverse the network per the functional specifications required for operation of the Licensed Software.
  - v. A web application server in proper working condition, in the event that Customer purchases web client licenses of the Licensed Software or "combo" full/web client licenses of the Licensed Software.
  - vi. A messaging server and software in proper working condition, such as Microsoft Exchange.

If Lexmark is required to provide services to Customer to remedy any Licensed Software support or performance issues caused by or resulting from Customer's failure to comply with Customer's responsibilities as provided above or in the Agreement, then in each such event Lexmark will invoice Customer for all fees at Lexmark's then-current hourly rate for the services provided by Lexmark and for all reimbursable expenses incurred by Lexmark in providing such services, and Customer will pay the invoiced amount per the payment terms provided in the Agreement between Lexmark and Customer for the license of the Licensed Software.

### **3. Onsite Support.**

If Lexmark and Customer agree that onsite services are necessary to remedy any Licensed Software support or performance issue, then in each such event Lexmark will invoice Customer for reimbursable expenses incurred by Lexmark in providing such services, and Customer will pay the invoiced amount per the payment terms provided in the Agreement between Lexmark and Customer for the licenses of the Licensed Software.

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: Construction Management Services (PRO.0140)

Funding Source: 10-year Regional Water CIP and WSIP

PSC Duration: 6 years 51 weeks

PSC Amount: \$16,000,000

**1. Description of Work**

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

Provide specialized and short-term augmentation to existing SFPUC staff for the construction management of the projects to be constructed for the 10-year Regional Water System Capital Improvement Program and the remainder of the Water System Improvement Program (WSIP) in the East Bay. Services will include project construction management, field contract administration, construction inspection, project controls, materials testing, Supplier Quality Surveillance (SQS), project administration and document control, start-up and testing coordination, office engineering, and maintaining a regional field office for consultant and City staff.

The 10-year Regional Water System Capital Improvement Program includes a series of projects that are planned to be constructed during the next 7 years, culminating in the Sunol Valley Water Treatment Plant (SVWTP) Ozone and Calaveras Substation project, which is estimated to be over \$100M in construction cost, which would require an extensive and specialized construction management team to be situated in a remote location.

This PSC is to provide specialized construction management staffing and also to provide augmentation to existing SFPUC staffing to cover the temporary peak work load anticipated during the PSC duration.

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

This service is necessary for two reasons: to provide specialized construction management services that require specific experience that are not typical for the civil service classifications used by the City to perform this work, and to provide temporary staff augmentation to cover peak work loads caused by multiple overlapping construction projects that are scheduled to occur over the PSC duration. Denial of this Personal Services Contract would prevent the SFPUC from effectively managing the construction of the numerous projects planned under the Regional Water CIP and the remainder of the WSIP, resulting in the potential delay or cancellation of projects, increased construction costs, or reduced construction quality of completed projects.

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

Similar construction management services have been provided in the past under previous PSCs. This PSC is similar to the CS-915R contract, which provided construction management services for the Water System Improvement Program in the Sunol Valley Region. This contract has expired and can no longer be utilized. PRO.0149 and PRO.0097 are additional contracts that are providing as-needed construction management services for the SFPUC in the San Francisco Bay Area and Hetch Hetchy, respectively. This PSC is unique from the as-needed PSCs listed above because it is region-specific to cover the remote Sunol Valley and surrounding areas, and is also project-specific. The staffing needs for the larger projects exceed the task order limits of the as-needed contracts, which preclude the use of PRO.0149 to cover all of the staffing needs under this PSC.

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

No.

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

This PSC request is to provide construction management for several projects over a duration of seven (7) years. The projects span from 2020 through 2026. The reason for requesting a duration of 7 years is due to the planned construction schedule of the Sunol Valley Water Treatment Plant Ozone and Calaveras Substation project. This project will begin construction in 2022 and construction and closeout is anticipated to extend through 2026. This will be a critical, specialized construction project valued at over \$100M that will require a large and highly specialized construction management team. It is essential for the success of the project to maintain a consistent staff throughout the duration of the project. The projects that will be staffed by this PSC will have distinct work scopes and distinct specialized experience requirements. The projects will also overlap in schedule, which will require multiple and staggered construction management teams. To the extent possible, City staff will serve in the lead Project Construction Manager roles and manage and supervise the consultant staff.

## 2. Reason(s) for the Request

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

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

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

- B. Explain the qualifying circumstances:

The Regional Water System Capital Improvement Program and the remainder of the Water System Improvement Program will require short-term, temporary staffing of experienced and highly specialized construction management staff to successfully complete the multitude of projects that are planned over the next 7 years. The scope of this contract will also include the rental and maintenance of the existing Sunol Regional Office, which provides a regional headquarters for City Infrastructure staff managing projects in the East Bay Region. Additionally, the scope of work will include highly specialized materials testing services such as concrete sampling and testing, soil compaction testing, welding inspection, and other materials testing, which require specialized equipment and expertise that the City does not have. It is not feasible to establish new civil service positions to cover this work due to the short-term, peak workloads for projects that will have overlapping construction schedules.

## 3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: The scope of work for this contract requires a minimum of 5 years of experience in construction management, working on large or complex projects for all positions including project construction manager, construction inspector, field contract administrator, scheduler, and office engineer. Additionally, specialty expertise will be required for some of the positions in the fields of scheduling, cost estimating, certified reinforced concrete inspection, certified welding inspection, soils testing, and concrete sampling and testing.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5207, Assoc Engineer; 5241, Engineer; 6318, Construction Inspector; 6319, Senior Const Inspector;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: The contractor will rent and maintain the existing East Bay Regional Field Office for use by City and consultant staff as the East Bay headquarters for Infrastructure to manage the construction of Regional projects.

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

The department has performed outreach to San Francisco Public Works, which declined due to workload and the remote location of the project.

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

- A. Explain why civil service classes are not applicable.  
The management of the construction projects in the scope of work cannot be fully performed by civil service staff due to the scheduling of the projects, as well as the highly specialized nature of some of the work. The project schedules will result in peak, short-term workloads that will be staggered and intermittent in nature. It should be noted that the total construction management cost for all of the projects to be supported by this PSC is approximately \$26M, of which only \$16M is covered by this PSC. Much of the work is planned to be performed by City staff.
- 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. Performing this work would not require adopting a new civil service class. The PSC is required mostly due to the short-term duration of the peak and staggered, overlapping periods of project activity.

**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. City and County employees will gain construction management knowledge and skills by interacting and working side-by-side with the experienced contractors. The contractor will also be tasked with providing training sessions in specific construction management fields of expertise through brown bag presentations. Approximately 50 training hours will be provided in topics such as construction management principles, scheduling, claims analysis, and quality control/quality assurance. The occupational type of City and County employees to receive the training will be engineers and construction inspectors. Approximately 10-15 employees are expected to be trained.
- C. Are there legal mandates requiring the use of contractual services?  
No.

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

No.

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

No.

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

No.

7. **Union Notification:** On 06/07/2019, the Department notified the following employee organizations of this PSC/RFP request:

Architect & Engineers, 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: Bill Irwin Phone: 415-934-3975 Email: wirwin@sflower.org

Address: 525 Golden Gate Avenue San Francisco, CA 94102

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 41117 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 08/05/2019



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

**Irwin, William**

**From:** dhr-psccordinator@sfgov.org on behalf of wirwin@swater.org  
**Sent:** Friday, June 07, 2019 3:19 PM  
**To:** Irwin, William; 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; Irwin, William; DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 41117 - 18/19

RECEIPT for Union Notification for PSC 41117 - 18/19 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 41117 - 18/19 for \$16,000,000 for Initial Request services for the period 03/30/2020 - 03/26/2027. 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/13177> 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: HHWP Technical Services for Large Pipeline Renewal and Replacement Program (PRO.0021)

Funding Source: Hetchy Water SJPL Rehabilitation Project

PSC Duration: 8 years 1 day

PSC Amount: \$9,500,000

**1. Description of Work**

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

Hetch Hetchy Water & Power's (HHWP) Renewal and Replacement Program (R&R) was developed to manage aging infrastructure, i.e., asset life extension of existing capital assets. This ongoing program includes understanding failure mechanisms, detection through comprehensive inspection and assessment, protection/correction. As part of this program, the SFPUC requires technical support for performing pipeline inspection services for steel pipe using HHWP's magnetic flux leakage tool, minor repair/replacement design projects, and developing various components of its R&R program for the San Joaquin Pipelines. The bulk of this Professional Services Contract (PSC) will be for the condition assessment of The San Joaquin Pipelines (SJPLs) while a smaller portion will be used to supplement HHWP's Renewal and Replacement Program (R&R). The R&R program will be run and staffed by City engineers (San Francisco/HHWP) staff. The PSC does include supplemental task provisions for as needed technical support.

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

Eighty-five percent of the water supply for the SFPUC customers travels through the San Joaquin Pipelines (SJPL). The SJPL vary in age from 5 to over 80 years and still have many years of service life if the asset is maintained properly. If this service is denied, the SFPUC will not be able to understand the condition of the asset and minimize the potential of unplanned outages that will impact water supply delivery. Thus, these pipelines require inspection and minor repair and or replacement.

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

This service has not been provided in the past for the R&R program. PSC No. 45218-17/18 was approved by the CSC on 3/5/2018; however, the project was delayed due to other high priority projects requiring regulatory compliance.

**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.**

This contract is expected to span over the next 8 years. Use of the multiflux leakage (MFL) tool requires a shutdown and isolation of the SJPL system. Each shutdown must be scheduled during operationally acceptable times of the year and for appropriate durations. Complete inspection of the SJPL system will necessitate multiple shutdowns over sequential years.

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

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

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

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

B. Explain the qualifying circumstances:

Short-term or capital projects requiring diverse skills, expertise and/or knowledge: The data collected from the MFL tool inspections will lead to future capital repairs and replacement projects on the SJPL system. Service required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload): The use of the MFL tool is on an as-needed basis. The schedule of the work will be dependent on pipeline shutdowns and isolation to provide safe entry for inspection and repairs.

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

A. Specify required skills and/or expertise: Knowledge and use of MFL analysis including collection of data, interpretation of data, maintenance/modification of HHWP MFL tool. Expertise in life extension planning and minor repair/replacement of large steel pipelines.

B. Which, if any, civil service class(es) normally perform(s) this work? 5211, Eng/Arch/Landscape Arch Sr; 5241, Engineer;

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 necessary services required to operate and interpret the use the of HHWP's MFL tool is cutting edge technology and is not available within the SFPUC.

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

A. Explain why civil service classes are not applicable.

Civil service classifications are not applicable because these skill sets are specialized and require continuous training. HHWP only requires these services on an as needed basis to augment existing staff during inspection and to support the development of the R&R program for large diameter transmission pipelines.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, it would not be practical to adopt a new civil service class for this work due to the highly specialized nature and as-needed schedule 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. No. Due to the highly specialized work and level of expertise required for use of the MFL tool, City and County Employees will not be trained to use the MFL tool. The work is not a continuously reoccurring need for the City and County, but rather it will be completed by the end of the term of the contract.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

7. **Union Notification:** On 06/07/2019, the Department notified the following employee organizations of this PSC/RFP request:  
Architect & Engineers, 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: Bill Irwin Phone: 415-934-3975 Email: wirwin@sfgwater.org

Address: 525 Golden Gate Avenue San Francisco, CA 94102

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 43347 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 08/05/2019

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

**Irwin, William**

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**From:** dhr-psccordinator@sfgov.org on behalf of wirwin@sfgwater.org  
**Sent:** Friday, June 07, 2019 4:30 PM  
**To:** Irwin, William; amakayan@ifpte21.org; ecassidy@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; erbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Irwin, William; DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 43347 - 18/19

RECEIPT for Union Notification for PSC 43347 - 18/19 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 43347 - 18/19 for \$9,500,000 for Initial Request services for the period 11/01/2019 -- 10/31/2027. 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/13182> 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: Bay Corridor Transmission & Distribution Phase 3 Design-Build (2018) (DB-130)

Funding Source: SFPUC Power Operating Budget

PSC Duration: 2 years 26 weeks

PSC Amount: \$35,000,000

**1. Description of Work**

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

The scope of this design-build is to hire a qualified design-build team to complete detailed design and construction for Phase 3 of the Bay Corridor Transmission and Distribution (BCTD) Project. BCTD will allow San Francisco Public Utilities Commission (SFPUC) to deliver electrical power to future customers such as the Southeast wastewater treatment plant. DB-130 will construct a 230/12 kV substation and install cables and equipment in duct banks constructed under other SFPUC contracts. The estimated DB-130 cost is \$1.5M for professional design services and \$33.5M for construction.

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

Design-build services are needed to meet scheduled May 2021 customer power delivery. Denial of this design-build delivery method will risk a power service delay to customers.

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

Similar design-build services have been provided in the past for projects that have an accelerated delivery schedule with specialized and complex engineering and construction services, including the Bay Corridor Transmission & Distribution Phase 1 Design-Build Services PSC No. 43386-15/16 (DB-128) approved on August 1, 2016 and Bay Corridor Transmission & Distribution Phase 2 Design-Build Services PSC No. 49000-18/19 (DB-129) approved on September 17, 2018.

**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.

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

**B. Explain the qualifying circumstances:**

230 kV substation design and construction is unique and seldom



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

- A. Specify required skills and/or expertise: Proven experience and expertise are needed in the areas of: 1) 230kV substation design; 2) cable and related equipment installation; 3) seismic, geotechnical, and structural engineering; 4) cost estimation; 5) design-build alternative delivery methods; 6) plans and specifications development; 7) project and construction scheduling in San Francisco; and 8) permitting.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5203, Asst Engr; 5207, Assoc Engineer; 5211, Eng/Arch/Landscape Arch Sr; 5241, Engineer;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. Specialized equipment will likely be needed to install approximately 100 ft. deep piers or piles, construct large concrete equipment slabs, and lift electrical components weighing approximately 80 tons.

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

Discussion with City engineering groups determined that the scope of contract DB-130 requires specialized expertise that is not available from City resources.

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

- A. Explain why civil service classes are not applicable.  
DB-130 requires designer and contractor to have proven electrical 230 kV substation design and construction experience.
- 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. 230 kV substation design and construction is unique and seldom. There is no continuous need for this 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. No. Training is not part of this PSC.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

7. **Union Notification:** On 06/10/2019, the Department notified the following employee organizations of this PSC/RFP request:

Architect & Engineers, 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: Bill Irwin Phone: 415-934-3975 Email: wirwin@sfwater.org

Address: 525 Golden Gate Avenue San Francisco, CA

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 42069 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 08/05/2019

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

**Irwin, William**

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**From:** dhr-psccoordinator@sfgov.org on behalf of wirwin@sfwater.org  
**Sent:** Monday, June 10, 2019 2:41 PM  
**To:** Irwin, William; amakayan@ifpte21.org; ecassidy@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; erbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Irwin, William; DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 42069 - 18/19

RECEIPT for Union Notification for PSC 42069 - 18/19 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 42069 - 18/19 for \$35,000,000 for Initial Request services for the period 07/01/2019 -- 12/31/2021. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/13187> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

## **Additional Attachment(s)**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES 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: Bay Corridor Transmission & Distribution Phase 2 Design-Build (2018) (DB-129)

Funding Source: SFPUC Power Enterprise Operating Budget PSC Duration: 1 year 2 weeks

PSC Amount: \$41,000,000

**1. Description of Work**

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

The scope of this design-build is to bring in a qualified design-build team that includes designer and contractor to complete detailed design and construction for Phase 2 of the Bay Corridor Transmission and Distribution (BCTD) Project. The BCTD allows San Francisco Public Utilities Commission (SFPUC) to deliver electrical power to identified future customers including University of California - San Francisco and Southeast wastewater treatment plant. The BCTD project elements include high voltage electrical transformer stations, underground electrical duct banks and cables. The cost breakdown is \$1.5M for all professional services and \$39.5M is for construction.

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

Design build service is critical to accelerate project delivery to meet customer power delivery schedule. BCTD Phase 2 customers require power delivery by December 2020. Denial of this design-build delivery method will risk a power service delay to customers.

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

Similar design-build services have been provided in the past for projects that have an accelerated delivery schedule with specialized and complex engineering and construction services, including the Bay Corridor Transmission & Distribution Phase 1 Design-Build Services PSC No. 43386-15/16 (DB-128) approved on August 1, 2016. The scope of services is similar and the project delivery method is the same.

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.

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

B. Explain the qualifying circumstances:

The design and construction service for electrical transmission and distribution is unique and seldom.

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

- A. Specify required skills and/or expertise: Proven experiences and expertise are needed in the areas of: 1) electrical system design that includes 12kV, 35kV and 230kV substations and electrical ductbanks; 2) construction of electrical substation and conductors; 3) seismic, geotechnical and structural engineering; 4) cost estimating; 5) design-build alternative delivery methods; 6) development of bid plans and specifications; 7) project and construction scheduling in San Francisco; 8) permitting.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5203, Asst Engr; 5207, Assoc Engineer; 5211, Eng/Arch/Landscape Arch Sr; 5241, Engineer;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain:  
No.

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

The San Francisco Public Utilities Commission (SFPUC) staff can perform most of the Civil and Electrical engineering for this project except for some of the high voltage/transmission specialty electrical work. Because of staffing commitments to other projects and the restrictive timeline of this project, SFPUC staff are unable to commit resources to complete the design work in house. The SFPUC is committed to meeting and working with the Union on discussions regarding work load forecasting, staffing plans, staff development and hiring, and professional services contracting requests.

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

- A. Explain why civil service classes are not applicable.  
A Design-build Request for Bid (RFB) requires designer and contractor to have specific proven design and construction experiences in electrical transmission and distribution.
- 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 design and construction service for transmission and distribution is unique and seldom. Continuous need for this is not necessary.

**6. Additional Information**

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

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

7. **Union Notification:** On 07/20/2018, the Department notified the following employee organizations of this PSC/RFP request:  
Architect & Engineers, 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: Bill Irwin Phone: 415-934-3975 Email: wirwin@sflower.org

Address: 525 Golden Gate Avenue, 8th floor San Francisco, CA 94103

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 49000 - 18/19

DHR Analysis/Recommendation:

action date: 09/17/2018

Commission Approval Required

Approved by Civil Service Commission

09/17/2018 DHR Approved for 09/17/2018



PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION -- PUC Dept. Code: PUC

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

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

Type of Service: Bay Corridor Transmission & Distribution Phase I Progressive Design-Build (DB-128)

Funding Source: SFPUC Power Operating Budget PSC Duration: 1 year 34 weeks
PSC Amount: \$16,000,000 PSC Est. Start Date: 08/01/2016 PSC Est. End Date: 04/01/2018

1. Description of Work

A. Scope of Work:

The scope of this progressive design-build is to bring in a qualified design-build team that includes designer and contractor to complete detailed design and construction for Phase 1 of the Bay Corridor Transmission and Distribution (BCTD) Project. The BCTD allows San Francisco Public Utilities Commission (SFPUC) to deliver electrical power to identified future customers along the southeast San Francisco waterfront including Candlestick Park development, new Warriors Arena and Southeast wastewater treatment plant. The BCTD project elements include high voltage electrical transformer stations, underground electrical duct banks and cables. The cost breakdown is \$3M for all professional services and \$13M is for construction.

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

Progressive design build service is critical to accelerate project delivery to meet customer power delivery schedule. BCTD Phase 1 customers require a large amount of power (40 megawatts) by December 2017. Denial of this Progressive design-build delivery method will risk a power service delay to customers.

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.

Similar design-build services have been provided in the past for projects that have an accelerated delivery schedule with specialized and complex engineering and construction services. The most recent project approved by the Civil Service Commission on January 4, 2016 is the Warnerville Substation Rehabilitation Design-Build Services PSC No. 42155-15/16 (DB- 127). The scope of services is different but the project delivery method is the same.

D. Will the contract(s) be renewed? Assuming the project schedule and scope remains unchanged, there is no

2. Union Notification: On 05/13/2016, the Department notified the following employee organizations of this PSC/RFP request: Architect & Engineers, Local 21; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21

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FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 43386 - 15/16

DHR Analysis/Recommendation:

08/01/2016

Commission Approval Required

Approved by Civil Service Commission

DHR Approved for 08/01/2016

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

A. Specify required skills and/or expertise:

Proven experiences and expertise are needed in the areas of: 1) electrical system design that includes substations and electrical conductor; 2) construction in electrical substation and conducts; 3) seismic, geotechnical and structural engineering; 4) cost estimating; 5) design-build/progressive design-build alternative delivery methods; 6) development of bid plans and specifications; 7) project and construction scheduling in San Francisco; 8) permitting.

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

5211,5241,5207,5203,5201,5298,5299,5408,1314,

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

SFPUC will procure or place order(s) for transformer station equipment and instrumentation for Contractor to install and commission. Contractor will purchase all remaining transformer station appurtenances and materials for the project to complete installation.

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

A. Explain why civil service classes are not applicable:

A Design-build Request For Proposal (RFP) requires designer and contractor to have specific proven design and construction experiences in transmission and distribution. Furthermore, no civil service classes have the technical capability to perform this construction work.

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

No. The design and construction service for transmission and distribution is unique and seldom. Continuous need for this is not necessary.

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

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

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD ON 07/05/2016 BY:

Name: Shamica Jackson Phone: 415-554-0727 Email: SJackson@sfwater.org

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

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: Security Consulting and Design Services (PRO.0072)

Funding Source: Project Funded: WSIP, R&R, CIP, SSIP

PSC Duration: 5 years 2 days

PSC Amount: \$4,000,000

**1. Description of Work**

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

Provide complete technical security systems design, integration and construction management services for the San Francisco Public Utilities Commissions(SFPUC's) Department of Homeland Security and for the Capital Improvement and Repair and Readiness Programs in accordance with the American Water Works Association's Security Guidelines for Water Utilities and Risk Assessment Methodology-Water Certification.

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

The PUC requires a highly specialized firm to handle confidential knowledge of the SFPUC's security vulnerabilities and overall program. It is critical to the SFPUC Homeland Security's strategy to confine this critical knowledge of our systems, systems designs, and vulnerabilities to a single source. A contractual relationship with a technical security consultant will safeguard the institutional history and the confidential information of the SFPUC's security vulnerabilities and that of the overall security program. The SFPUC is in the process of implementing an expanded enterprise-wide security program. A consultant is needed to develop the SFPUC's Enterprise-wide security design criteria and elements, Regional and Master Security Server hardware and software requirements, communications and network strategy, and security policies and procedures. A consultant would coordinate this work with other City and SFPUC Departments including ITS, Operations, Project Management Bureau (PMB), Public Works(PW), Bureau of Architects(BOA), Department of Technology Information Systems (DTIS), Homeland Security, and Engineering Management Bureau (EMB). The roll-out of the security program across the five regional Water System Improvement Program areas, Waste Water Enterprise, and Power Enterprise, and the on-going interaction with other City Departments requires, that one consultant manage the project implementation process and disclosure of sensitive information. Failure to secure a consultant at this stage may result in very significant delays and may jeopardize our efforts to implement security at SFPUC's critical sites.

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

This service is currently being provided via PSC No. 36698-17/18 (CS-324.A). We are currently issuing a new Request for Proposal for similar services. This PSC 44518-18/19 is a renewal of PSC 47235-18/19 which expires on 8-20-19. This PSC 44518-18/19 has the same scope as PSC 47235-18/19.

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.

We are requesting five(5) years because part of the scope of services is to provide design support during construction support.

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

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

- Short-term or capital projects requiring diverse skills, expertise and/or knowledge.
- Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).

- B. Explain the qualifying circumstances:

This is very specialized work. These services are short-term and associated with specific capital projects underway. The skills and expertise needed are diverse and not adequately represented within City resources for the work required. The services are discrete and as-needed, and not steady or long-term in nature. The services require resources that the City lacks – not only the specialized expertise as noted above, but also specific security design, architectural, and/or other software and tools that the City lacks. Future funding is uncertain for this work, and, as described above, establishment of new civil service positions, classes, or programs would not be appropriate for this as-needed/intermittent and highly specialized type of work.

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

- A. Specify required skills and/or expertise: Experience implementing an enterprise-wide security program and integrating numerous security systems and security software applications, Certified Protection Professional (CPP) certification, expertise at designing a full range of electronic security monitoring systems, expertise at developing security program policy and procedures, and thorough knowledge of startup and testing procedures.

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

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

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

There are no known civil service classifications which normally perform this work. Electrical engineers have only typically designed site-specific electronic security systems including card reader access and camera surveillance monitored on-site, and remote monitoring of alarm contacts using a Remote Terminal Unit (RTU) output to Supervisory Control and Data Acquisition (SCADA), and do not possess the skills and expertise needed for these services.

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

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

Security design and enterprise-wide implementation is a specialty professional service requiring many years of experience, a thorough knowledge of security principals and technologies, which are constantly evolving. Electrical Engineers do not have CPP certification nor the expertise to evaluate facilities for security requirements and alternate security monitoring devices and technologies. They do not have the expertise to coordinate and manage the implementation of an enterprise-wide security program.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, it would not be practical to adopt a new civil service class. This is a specialty with a short-term of 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 contact? If so, please explain what that will entail; if not, explain why not.  
No. Training will not be provided, as electrical engineers do not have CPP certification nor the expertise to evaluate facilities for security requirements and alternate security monitoring devices and technologies. They do not have the expertise to coordinate and manage the implementation of an enterprise-wide security program.

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

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

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

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

**7. Union Notification:** On 06/10/2019, 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@sfwater.org

Address: 525 Golden Gate Avenue San Francisco, CA

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 44518 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 08/05/2019

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

**Irwin, William**

**From:** dhr-psccoordinator@sfgov.org on behalf of wirwin@sfgov.org  
**Sent:** Monday, June 10, 2019 3:01 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.lopez@sfgov.org; Basconcillo, 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; rmtchell@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 # 44518 - 18/19

RECEIPT for Union Notification for PSC 44518 - 18/19 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 44518 - 18/19 for \$4,000,000 for Initial Request services for the period 11/01/2019 – 11/01/2024. 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/13190> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

## **Additional Attachment(s)**



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

Department: PUBLIC UTILITIES COMMISSION -- PUCDept. Code: PUCType of Request:  Initial  Modification of an existing PSC (PSC # \_\_\_\_\_)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: Security Consulting and Design Services (PRO.0072)Funding Source: Project Funded: WSIP, R&R, CIP, SSIPPSC Duration: 5 years 1 dayPSC Amount: \$4,000,000**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

Provide complete technical security systems design, integration and construction management services for the San Francisco Public Utilities Commissions(SFPUC's) Department of Homeland Security and for the Capital Improvement and Repair and Readiness Programs in accordance with the American Water Works Association's Security Guidelines for Water Utilities and Risk Assessment Methodology-Water Certification.

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

The PUC requires a highly specialized firm to handle confidential knowledge of the SFPUC's security vulnerabilities and overall program. It is critical to the SFPUC Homeland Security's strategy to confine this critical knowledge of our systems, systems designs, and vulnerabilities to a single source. A contractual relationship with a technical security consultant will safeguard the institutional history and the confidential information of the SFPUC's security vulnerabilities and that of the overall security program. The SFPUC is in the process of implementing an expanded enterprise-wide security program. A consultant is needed to develop the SFPUC's Enterprise-wide security design criteria and elements, Regional and Master Security Server hardware and software requirements, communications and network strategy, and security policies and procedures. A consultant would coordinate this work with other City and SFPUC Departments including ITS, Operations, Project Management Bureau (PMB), Public Works(PW), Bureau of Architects(BOA), Department of Technology Information Systems (DTIS), Homeland Security, and Engineering Management Bureau (EMB). The roll-out of the security program across the five regional Water System Improvement Program areas, Waste Water Enterprise, and Power Enterprise, and the on-going interaction with other City Departments requires, that one consultant manage the project implementation process and disclosure of sensitive information. Failure to secure a consultant at this stage may result in very significant delays and may jeopardize our efforts to implement security at SFPUC's critical sites.

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

This service is currently being provided via PSC No. 36698-17/18 (CS-324.A). We are currently issuing a new Request for Proposal for similar services.

**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.**

We are requesting five(5) years because part of the scope of services is to provide design support during construction support.

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

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

- Short-term or capital projects requiring diverse skills, expertise and/or knowledge.
- Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).

B. Explain the qualifying circumstances:

This is very specialized work. These services are short-term and associated with specific capital projects underway. The skills and expertise needed are diverse and not adequately represented within City resources for the work required. The services are discrete and as-needed, and not steady or long-term in nature. The services require resources that the City lacks – not only the specialized expertise as noted above, but also specific security design, architectural, and/or other software and tools that the City lacks. Future funding is uncertain for this work, and, as described above, establishment of new civil service positions, classes, or programs would not be appropriate for this as-needed/intermittent and highly specialized type of work.

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

A. Specify required skills and/or expertise: Experience implementing an enterprise-wide security program and integrating numerous security systems and security software applications, Certified Protection Professional (CPP) certification, expertise at designing a full range of electronic security monitoring systems, expertise at developing security program policy and procedures, and thorough knowledge of startup and testing procedures.

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

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

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

There are no known civil service classifications which normally perform this work. Electrical engineers have only typically designed site-specific electronic security systems including card reader access and camera surveillance monitored on-site, and remote monitoring of alarm contacts using a Remote Terminal Unit (RTU) output to Supervisory Control and Data Acquisition (SCADA), and do not possess the skills and expertise needed for these services.

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

A. Explain why civil service classes are not applicable.

Security design and enterprise-wide implementation is a specialty professional service requiring many years of experience, a thorough knowledge of security principals and technologies, which are constantly evolving. Electrical Engineers do not have CPP certification nor the expertise to evaluate facilities for security requirements and alternate security monitoring devices and technologies. They do not have the expertise to coordinate and manage the implementation of an enterprise-wide security program.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, it would not be practical to adopt a new civil service class. This is a specialty with a short-term of 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 contact? If so, please explain what that will entail; if not, explain why not.  
No. Training will not be provided, as electrical engineers do not have CPP certification nor the expertise to evaluate facilities for security requirements and alternate security monitoring devices and technologies. They do not have the expertise to coordinate and manage the implementation of an enterprise-wide security program.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

7. **Union Notification:** On 07/23/2018, the Department notified the following employee organizations of this PSC/RFP request:  
all unions were notified

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

Name: Shamica Jackson Phone: 415-554-0727 Email: SJackson@sfgwater.org

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 47235 - 18/19

DHR Analysis/Recommendation:

action date: 08/20/2018

Commission Approval Required

Approved by Civil Service Commission

08/20/2018 DHR Approved for 08/20/2018

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: HHWP NERC Compliance and Audit Support (PRO.0070)

Funding Source: Hetch Hetchy Water and Power Programmatic

PSC Amount: \$8,000,000

PSC Est. Start Date: 01/01/2020

PSC Est. End Date: 12/31/2024

**1. Description of Work**

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

The City seeks to retain the services of a qualified Proposer to assist with the following North American Electric Reliability Corporation (NERC) Reliability Standards compliance related services: (i) managing the Hetch Hetchy Water and Power's NERC Compliance Program; (ii) mock audits, (iii) readiness/gap assessments, (iv) risk analysis, (v) procedure and workflow development, (v) review and implementation of internal controls, (vi) the development and implementation of Internal Compliance Programs, (vii) Subject Matter Expert (SME) training; (viii) on-site audit/spot check support; and (ix) services for issues regarding compliance and demonstration of NERC reliability standards in the future.

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

The reliability of the Nation's power grid, the Bulk Electric System (BES), is regulated by the Federal Energy Regulatory Commission (FERC) through agreement with the NERC. Hetch Hetchy Water and Power (HHWP) is a NERC registered Generator Owner, Generator Operator, Transmission Owner, Transmission Operator and Transmission Planner, and as such is subject to mandatory and enforceable NERC Reliability Standards. In the western US, NERC delegates primary responsibility for monitoring and enforcement of NERC Reliability Standards to the Western Electricity Coordinating Council (WECC). Currently there are over 1,000 standards applicable to Hetch Hetchy Water and Power. Without the services provided through this PSC, Hetch Hetchy Water and Power will be unable to maintain compliance with NERC Standards. Violation of these standards either discovered by WECC or self-reported by HHWP can have significant financial and reputational implications. Along with monetary penalties ranging from \$1,000 to \$1,250,000 per day, violations of Reliability Standards impact the SFPUC by involving: expenditures on legal defense, development of costly mitigation plans, SFPUC and City Attorney staff time, and impacts on CCSF's reputation within the industry and with the public.

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

Similar services have been provided in the past via PSC# 4003-12/13 (Contract No. CS-246, Technical Support Services NERC)

**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.**

This contract duration is five (5) years to assist Hetch Hetchy Water and Power (HHWP) with maintaining compliance with NERC Standards which continue to evolve. Maintaining compliance with NERC regulations will be a long term effort and the consultant's expertise will be needed throughout the duration.

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

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

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

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

B. Explain the qualifying circumstances:

In addition to providing as-needed services and independent mock-audit support for Hetch Hetchy Water and Power, the services provided in this PSC are assisting HHWP meet critical staffing gaps to meet NERC regulatory requirements.

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

A. Specify required skills and/or expertise: Previous experience in WECC/NERC regulatory requirements, including but not limited to: • NERC Operations & Planning Standards Compliance • NERC Critical Infrastructure Protection Standards Compliance • Critical Infrastructure Protection Process Automation • Network Infrastructure • CIP Impact Rating Criteria and Distribution O&P Study • Pre and Post WECC Audit Support Services

B. Which, if any, civil service class(es) normally perform(s) this work? 1041, IS Engineer-Assistant; 1042, IS Engineer-Journey; 1043, IS Engineer-Senior; 5211, Eng/Arch/Landscape Arch Sr; 5241, Engineer; 5601, Utility Analyst; 5602, Utility Specialist;

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

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

The required tasks are highly specialized and/or technical in nature. Though we have had some positions filled, it is also important to have independent and third party reviews and input.

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

A. Explain why civil service classes are not applicable.

The work is highly specialized and/or technical in nature, and is required on a somewhat periodic basis (e.g., peaks in work load. Additionally, there are circumstances where it is important to have independent and third party reviews and input.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. Not applicable (because civil service classes already exist).

**6. Additional Information**

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not. Yes. Staff in the following occupational types serving as subject matter experts at Hetch Hetchy Water and Power will be trained on specific WECC/NERC requirements for regulatory compliance related to their specific functional responsibilities. Less than 20 percent of the contract will be used for training. The following occupational types of City and County employees will receive this training: electrical engineers, utility specialists, managers, powerhouse trainers, NERC Compliance Manager, NERC Compliance Officer; power generation supervisors, and power generation technicians. It is our intent that the training/studies/analysis would eventually be performed by SFPUC staff.

- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
Yes. It is possible that a contractor and/or subcontractors that are on a current PSC with the Hetch Hetchy Water and Power Enterprise's (e.g. CS-246) could potentially bid on this contract as well.

7. **Union Notification:** On 06/10/2019, the Department notified the following employee organizations of this PSC/RFP request:  
Architect & Engineers, 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: Bill Irwin Phone: 415-934-3975 Email: wirwin@sfgwater.org

Address: 525 Golden Gate Avenue San Francisco, CA

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 46912 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 08/05/2019

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

**Irwin, William**

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**From:** dhr-psccoordinator@sfgov.org on behalf of wirwin@sfwater.org  
**Sent:** Monday, June 10, 2019 1:25 PM  
**To:** Irwin, William; amakayan@ifpte21.org; ecassidy@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; erbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Irwin, William; DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 46912 - 18/19

RECEIPT for Union Notification for PSC 46912 - 18/19 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 46912 - 18/19 for \$8,000,000 for Initial Request services for the period 01/01/2020 -- 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/13189> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended



## **Additional Attachment(s)**

**City and County of San Francisco  
Office of Contract Administration  
Purchasing Division  
City Hall, Room 430  
1 Dr. Carlton B. Goodlett Place  
San Francisco, California 94102-4685**

**Third Amendment to the Agreement  
Between the City and County of San Francisco and  
Utility System Efficiencies, Inc.  
Technical Support Services, HHWP NERC Regulatory Standards  
(CS-246)**

THIS AMENDMENT (this "Amendment") is made as of **May 15, 2019**, in San Francisco, California, by and between **Utility System Efficiencies, Inc.** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

**RECITALS**

WHEREAS, City and Contractor have entered into the Agreement (as defined below);  
and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the performance period, and increase the contract amount;

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract number 4003-12/13 on April 1, 2019;

WHEREAS, approval for this Amendment was obtained when the San Francisco Public Utilities Commission approved Resolution number 19-0043 on March 12, 2019;

NOW, THEREFORE, Contractor and the City agree as follows:

**1. Definitions.** The following definitions shall apply to this Amendment:

**1a. Agreement.** The term "Agreement" shall mean the Agreement dated **December 12, 2012** between Contractor and City, as amended by the **First Amendment** dated **September 15, 2016**, and the **Second Amendment** dated **July 24, 2017**:

**1b. Contract Monitoring Division.** Effective July 28, 2012, with the exception of Sections 14B.9(D) and 14B.17(F), all of the duties and functions of the Human Rights Commission under Chapter 14B of the Administrative Code (LBE Ordinance) were transferred to the City Administrator, Contract Monitoring Division ("CMD"). Wherever "Human Rights Commission" or "HRC" appears in the Agreement in reference to Chapter 14B of the Administrative Code or its implementing Rules and Regulations, it shall be construed to mean "Contract Monitoring Division" or "CMD" respectively.

**1c. Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

**2. Modifications to the Agreement.** The Agreement is hereby modified as follows:

**2a. Section 2.** Section 2 "Term of the Agreement" of the Agreement currently reads as follows:

Subject to Section 1, the term of this Agreement shall be from **December 12, 2012 to June 30, 2020.**

Such section is hereby amended in its entirety to read as follows:

Subject to Section 1, the term of this Agreement shall be from **December 12, 2012 to December 11, 2020.**

**2b. Section 5.** Section 5 "Compensation" of the Agreement currently reads as follows:

**5. Compensation.** Compensation shall be made in monthly payments on or before the thirtieth day of each month for work, as set forth in Section 4 of this Agreement, that the General Manager of the Public Utilities Commission, in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Five Million Dollars (\$5,000,000)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the San Francisco Public Utilities Commission as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

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

The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of CMD Progress Payment Form. If Progress Payment Form is not submitted with Contractor's invoice, the Controller will notify the department, the Director of CMD and Contractor of the omission. If Contractor's failure to provide CMD Progress Payment Form is not explained to the Controller's satisfaction, the Controller will withhold 20% of the payment due pursuant to that invoice until CMD Progress Payment Form is provided. Following City's payment of an invoice, Contractor has ten days to file an affidavit using CMD Payment Affidavit verifying that all subcontractors have been paid and specifying the amount.

**Such section is hereby amended in its entirety to read as follows:**

**5. Compensation.** Compensation shall be made in monthly payments on or before the thirtieth day of each month for work, as set forth in Section 4 of this Agreement, that the General Manager of the Public Utilities Commission, in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Seven Million Dollars (\$7,000,000)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the San Francisco Public Utilities Commission as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

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

The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of CMD Progress Payment Form. If Progress Payment Form is not submitted with Contractor's invoice, the Controller will notify the department, the Director of CMD and Contractor of the omission. If Contractor's failure to provide CMD Progress Payment Form is not explained to the Controller's satisfaction, the Controller will withhold 20% of the payment due pursuant to that invoice until CMD Progress Payment Form is provided. Following City's payment of an invoice, Contractor has ten days to file an affidavit using CMD Payment Affidavit verifying that all subcontractors have been paid and specifying the amount.

**3. Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

**4. Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

**CITY**

**CONTRACTOR**

Recommended by:

Utility System Efficiencies, Inc.

\_\_\_\_\_  
Harlan L. Kelly, Jr.  
General Manager  
San Francisco Public Utilities Commission

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Name of Authorized Representative

Approved as to Form:

\_\_\_\_\_  
Title

Dennis J. Herrera  
City Attorney

City vendor number: 0000008815

By:

\_\_\_\_\_  
Gustin R. Guibert  
Deputy City Attorney

Approved:

\_\_\_\_\_  
Alaric Degrafinried  
Director of the Office of Contract  
Administration, and Purchaser

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

Department: PUBLIC UTILITIES COMMISSIONDept. Code: PUCType of Request:  Initial  Modification of an existing PSC (PSC # 4003 - 12/13)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: HHWP Transmission Owner & Operator Business Processes (CS-246)Funding Source: WECC/NERC Programmatic FundingPSC Original Approved Amount: \$2,000,000PSC Original Approved Duration: 07/02/12 - 06/30/17 (4 years 52 weeks)PSC Mod#1 Amount: no amount addedPSC Mod#1 Duration: 06/30/17-06/30/18 (1 year)PSC Mod#2 Amount: \$3,000,000PSC Mod#2 Duration: 07/01/18-06/30/20 (2 years 1 day)PSC Mod#3 Amount: \$4,000,000PSC Mod#3 Duration: 06/30/20-12/31/21 (1 year 26 weeks)PSC Cumulative Amount Proposed: \$9,000,000PSC Cumulative Duration Proposed: 9 years 26 weeks**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

Assist Hetch Hetchy Water and Power (HHWP) with all business processes and engineering studies required to support Transmission Owner (TO), Transmission Operator (TOP), Planning Authority (PA), Transmission Planner (TP) and/or other registrations as identified by the North American Electric Reliability Corporation (NERC) and the Western Electricity Coordinating Council (WECC).

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

Denial would lead to non-compliance or delay in registration as it relates to TO and TOP requirements and will result in financial penalties levied by WECC/NERC in the amount of \$10,000 to \$1,000,000 per day.

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

This services is currently being provided via PSC No. 4003-12/13.

**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:**

This PSC duration is over five years to assist Hetch Hetchy Water and Power (HHWP) with all business processes and engineering studies required to support Transmission Owner (TO), Transmission Operator (TOP), Planning Authority (PA), Transmission Planner (TP) and/or other

registrations as identified by the North American Electric Reliability Corporation (NERC) and the Western Electricity Coordinating Council (WECC).

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

A. Display all that apply

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

Explain the qualifying circumstances:

The necessary experience is not available within the SFPUC.

B. Reason for the request for modification:

The North American Electric Reliability Corporation (NERC), under the jurisdiction of the Federal Energy Regulatory Commission, adopts and enforces mandatory electric reliability standards. Hetch Hetchy Water and Power (HHWP) is required to meet standards in five functional categories: • Generator Owner; • Generator Operator; • Transmission Owner; • Transmission Operator; and • Transmission Planner. There are almost 1000 applicable requirements, including upgrades to power, communication, and security facilities, as needed to maintain compliance. HHWP must meet strict standards, including process, procedures, and documentation to demonstrate implementation of the requirements. This is currently HHWP's only available regulatory compliance support contract. Due to difficulties recruiting and retaining Permanent Civil Service employees with skill sets in NERC compliance, HHWP relies on this contract to fill staffing gaps that impact compliance with Operation and Planning Standards (FERC 693) and Critical Infrastructure Protection Standards (Order 706). The amendment will allow the San Francisco Public Utilities Commission (SFPUC) time to develop a Request for Proposals and award a new contract to meet current and additional NERC obligations.

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

A. Specify required skills and/or expertise: Previous experience in performing transmission planning studies is California (short-term and long-term). Background in WECC/NERC regulatory requirements.

B. Which, if any, civil service class(es) normally perform(s) this work? 5211, Eng/Arch/Landscape Arch Sr; 5241, Engineer;

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

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

Civil services classes are not applicable because this experience is not available within Infrastructure.





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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 4003 - 12/13

DHR Analysis/Recommendation:

04/01/2019

Commission Approval Required

Approved by Civil Service Commission

04/01/2019 DHR Approved for 04/01/2019

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: Ground Power Systems Maintenance, Upgrades & Repairs

Funding Source: Airport Operating Funds

PSC Amount: \$300,000 PSC Est. Start Date: 08/01/2019 PSC Est. End Date: 07/31/2024

**1. Description of Work**

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

Contractor shall provide maintenance, upgrades, and repairs to the 400hz ground power control system. This work requires the Contractor to connect to the ground power control system and analyze the proprietary control software, and if necessary, troubleshoot and complete maintenance and upgrades to the system. If necessary, the Contractor will replace needed parts that coincides with the proprietary control system.

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

Ground power systems are vital to airline operations at the San Francisco International Airport (SFO). Ground power infrastructure provides power to an aircraft while it is docked at the gates. Denial of this service can cause failure to the system's software in determining and synchronizing the landing of aircrafts, especially when more than one aircraft is landing in parallel. This could lead to flight delays and cancellations. If not properly maintained, this can cause the generators to short as aircrafts dock at the gates.

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

This service was provided through purchase orders in the past.

D. Will the contract(s) be renewed?

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

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

The maintenance, upgrades and repairs of the ground power systems are vital on-going services that must be completed yearly. The Airport will re-evaluate the need for services after the 5 year 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.

B. Explain the qualifying circumstances:

The proprietary software requires specialized programming skills and the replacement of needed parts that coincide with the proprietary control system can only be completed by those that designed and installed the system at SFO.

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

- A. Specify required skills and/or expertise: The expertise required includes: 1) knowledge of the proprietary control software in order to troubleshoot, maintain, and complete software upgrades; 2) replacement of any necessary parts that operate with the proprietary hardware; 3) technical knowledge of 400hz motor generators; and 4) adjustments and upgrades to the proprietary controls and components specifically designed for this particular installation at SFO that can only be completed by the designers/installers of the system.
- B. Which, if any, civil service class(es) normally perform(s) this work? 9240, Airport Electrician; 9241, Airport Electrician Supervisor;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain:  
No, the contractor will not provide facilities and/or equipment.

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

None. No other City Department utilizes 400hz ground power systems as these systems are specific to aircraft power and are unique to airports.

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

- A. Explain why civil service classes are not applicable.  
The programming of the proprietary software is very specialized and the replacement of needed parts that coincide with the proprietary control system can only be completed by those that designed and installed the system at SFO.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, not at this time.

**6. Additional Information**

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

- 7. Union Notification:** On 06/07/2019, the Department notified the following employee organizations of this PSC/RFP request:  
Electrical Workers, Local 6

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

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

Address: PO Box 8097 San Francisco, CA 94128

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 41859 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 08/05/2019

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

**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [cynthia.avakian@flysfso.com](mailto:cynthia.avakian@flysfso.com)  
**To:** [Cynthia Avakian \(AIR\)](mailto:Cynthia.Avakian@AIR); [qashworth@ibew6.org](mailto:qashworth@ibew6.org); [khughes@ibew6.org](mailto:khughes@ibew6.org); [Janelle Dung-Sapantay \(AIR\)](mailto:Janelle.Dung-Sapantay@AIR); [DHR-PSCCoordinator, DHR \(HRD\)](mailto:DHR-PSCCoordinator,DHR@HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 41859 - 18/19  
**Date:** Friday, June 07, 2019 7:12:05 PM

---

RECEIPT for Union Notification for PSC 41859 - 18/19 more than \$100k

The AIRPORT COMMISSION -- AIR has submitted a request for a Personal Services Contract (PSC) 41859 - 18/19 for \$300,000 for Initial Request services for the period 08/01/2019 – 07/31/2024. 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/12960> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH -- DPH

Dept. Code: DPH

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

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

Type of Service: Trauma Scene Waste Management, Infectious Agent Clean Up

Funding Source: General Fund

PSC Duration: 4 years 43 weeks

PSC Amount: \$5,000,000

**1. Description of Work**

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

Contractor(s) will perform emergency clean-up work on and as needed basis and would be available to respond 24 hours a day, 7 days a week. This work would include performing medical waste clean-up to include Category A (i.e. Ebola) infectious wastes. This clean-up activity would include the proper clean-up and removal of any bodily fluids, disinfecting, packaging and transporting waste for disposal. Clean-up activities may include residences, emergency medical facilities, emergency transport vehicles, public transportation vehicles and other areas which are contaminated with medical wastes. All clean-up activities must be performed in accordance with guidelines prepared by the Center for Disease Control (CDC), the California Department of Public Health (CDPH), California Occupational Safety and Health Administration (CalOSHA) and all Federal, State and Local laws governing the clean-up and transportation of medical waste.

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

In the event that a confirmed or suspected case of Ebola or other potentially life threatening infectious disease is diagnosed in the City and County of San Francisco emergency clean-up, disinfection and disposal of contaminated materials will be required. The clean-up work may involve emergency vehicles, emergency clinics, hospital waiting rooms, public transportation vehicles, residential buildings and other areas which may have become contaminated with the infectious agent. The consequences of denial could mean the spread of a potentially life threatening disease and the inability to disinfect contaminated emergency-response equipment, vehicles, hospitals, clinics and residential facilities.

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

This service was previously approved by the Civil Service Commission under PSC 45682-14/15.

D. Will the contract(s) be renewed?

Yes, if the need continues and funding is available.

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

Services will be immediately needed in the event they are needed in case of emergency, which requires the City to be prepared in advance. Services are expected to be needed only intermittently, until any immediate need has passed. The City does not currently possess the expertise or appropriate equipment to provide these services.

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

A. Specify required skills and/or expertise: The contractor(s) must have the ability to respond with equipment to a routine incident anywhere in the City and County of San Francisco within 4 to 6 hours and the ability to have a clear understanding of the Environmental Protection Agency (EPA) registered disinfectant agents for enveloped and non-enveloped viruses, and experience properly using these disinfecting agents. Contractor(s) must be registered with California Department of Public Health as Trauma Scene Waste Management Practitioners.

B. Which, if any, civil service class(es) normally perform(s) this work? 2708, Custodian; 2716, Custodial Assistant Supervisor; 2718, Custodial Supervisor; 2719, Janitorial Svcs Asst Sprv; 2720, Janitorial Services Supervisor; 2736, Porter; 2738, Porter Assistant Supervisor; 2740, Porter Supervisor 1;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, contractor(s) will provide the necessary and properly trained personnel to perform infectious agent clean-up, disinfection and disposal. This work will require specialized equipment and disinfecting agents approved for the proper clean-up of contagious and potentially deadly disease agents like Ebola. The contractor will also manage and properly dispose medical waste including Category A infectious waste produced as the result of the clean-up activities.

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

Not Applicable.

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

A. Explain why civil service classes are not applicable.

No civil service classes are currently specified as able to provide the needed services.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. The services will be on an intermittent, as-needed basis in the event the city is faced with a situation which requires these highly specialized and potentially dangerous 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. There is no training included in these services.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

**7. Union Notification:** On 05/10/2019, the Department notified the following employee organizations of this PSC/RFP request:  
SEIU 1021 Miscellaneous; SEIU Local 1021

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

Name: Jacquie Hale Phone: (415) 554-2609 Email: jacquie.hale@sfdph.org

Address: 1380 Howard Street #421B San Francisco, CA 94103

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 44799 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 08/05/2019

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

**From:** DHR-PSCCoordinator, DHR (HRD) on behalf of Hale, Jacquie (DPH)  
**To:** Hale, Jacquie (DPH); 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.Frigilliana@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; Hale, Jacquie (DPH); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 44799 - 18/19  
**Date:** Friday, May 10, 2019 3:59:35 PM

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RECEIPT for Union Notification for PSC 44799 - 18/19 more than \$100k

The PUBLIC HEALTH -- DPH has submitted a request for a Personal Services Contract (PSC) 44799 - 18/19 for \$5,000,000 for Initial Request services for the period 09/01/2019 – 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/13012> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again, change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

## **Additional Attachment(s)**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH -- DPH Dept. Code: DPH

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

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

Type of Service: Trauma Scene Waste Management, Infectious Agent Clean-up

Funding Source: General Fund PSC Duration: 2 years 26 weeks
PSC Amount: \$3,000,000 PSC Est. Start Date: 07/01/2015 PSC Est. End Date: 12/31/2017

1. Description of Work

A. Scope of Work:

Contractor(s) will perform emergency clean-up work on and as needed basis and would be available to respond 24 hours a day, 7 days a week. Contractor(s) will (1) perform medical waste clean-up to include Category A (i.e., Ebola) infectious wastes; (2) will perform proper clean-up and removal of any bodily fluids, disinfecting, packaging and transporting waste for disposal; (3) will clean-up residences, emergency medical facilities, emergency transport vehicles, public transportation vehicles and other areas which are contaminated with medical wastes. All clean-up activities will be performed in accordance with guidelines prepared by the Center for Disease Control (CDC), the California Department of Public Health (CDPH), California Occupational Safety and Health Administration (CalOSHA) and all Federal, State and Local laws governing the clean-up and transportation of medical waste.

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

In the event that a confirmed or suspected case of Ebola or other potentially life threatening infectious disease is diagnosed in the City and County of San Francisco emergency clean-up, disinfection and disposal of contaminated materials will be required. The clean-up work may involve emergency vehicles, emergency clinics, hospital waiting rooms, public transportation vehicles, residential buildings and other areas which may have become contaminated with the infectious agent. The consequences of denial could mean the spread of a potentially life threatening disease and the inability to disinfect contaminated emergency response equipment, vehicles, hospitals, clinics and residential facilities.

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 is a new service.

D. Will the contract(s) be renewed? If the need continues and funding is available.

2. Union Notification: On 03/07/2015, the Department notified the following employee organizations of this PSC/RFP request: SEIU 1021 Miscellaneous; SEIU Local 1021

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FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 45682 - 14/15

DHR Analysis/Recommendation:

11/21/2016

Commission Approval Required

Approved by Civil Service Commission

DHR Approved for 11/21/2016

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

A. Specify required skills and/or expertise:

The contractor(s) must have (1) demonstrated ability to respond with equipment to a routine incident anywhere in the City and County of San Francisco within 4 to 6 hours; (2) proven ability to have a clear understanding of the Environmental Protection Agency (EPA) registered disinfectant agents for enveloped and non-enveloped viruses, and experience properly using these disinfecting agents. (3) been registered with California Department of Public Health as Trauma Scene Waste Management Practitioners; (Continued on attachment)

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

2719,2720,2708,2716,2718,2736,2738,2740,

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

Yes, contractor(s) will provide the necessary and properly trained personnel to perform infectious agent clean-up, disinfection and disposal. This work will require specialized equipment and disinfecting agents approved for the proper clean-up of contagious and potentially deadly disease agents like Ebola. The contractor will also manage and properly dispose of the DOT Category A infectious waste produced as the result of the clean-up activities.

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

A. Explain why civil service classes are not applicable:

No civil service classes are currently specified as able to provide the needed services.

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

No. The services will be on an intermittent, as-needed basis in the event the city is faced with an situation which requires these highly specialized and potentially dangerous work.

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

**YES NO**

- A. Will the contractor directly supervise City and County employee?  YES  NO
- B. Will the contractor train City and County employee?  
There is no training included in these services.  YES  NO
- C. Are there legal mandates requiring the use of contractual services?  YES  NO
- D. Are there federal or state grant requirements regarding the use of contractual services?  YES  NO
- E. Has a board or commission determined that contracting is the most effective way to provide this service?  YES  NO
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department?  YES  NO

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD ON 09/07/2016 BY:

Name: Jacquie Hale Phone: (415) 554-2609 Email: jacquie.hale@sfdph.org

Address: 101 Grove Street, Room 307 San Francisco, CA 94102

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH -- DPH

Dept. Code: DPH

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

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

Type of Service: Health Information Management Coding Auditing, Validation

Funding Source: General Fund

PSC Duration: 4 years

PSC Amount: \$400,000

**1. Description of Work**

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

The contract will provide Health Information Management (HIM) coding auditing and protocol development for medical coding upon which City and Department reimbursement is based, in order to assure compliance with Centers for Medicare and Medicaid Services (CMS), regulatory requirements related to billing, and as part of fraud prevention requirements. The contractor will validate coding done by civil service staff based on applicable coding guidelines, use of International Statistical Classification of Diseases and Related Health Problems, Tenth Revision, Clinical Modification (ICD-10 CM), Procedure Coding System (PCS) codes, Current Procedural Terminology (CPT Codes), PCS Root Operation, and Diagnosis-Related Group (DRG)/All Patients Refined Diagnosis Related Groups (APR DRG) assignments, and will validate Clinical Documentation Integrity (CDI) process for documentation clarification.

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

Medical coding requirements are complex and validation requires the expertise of an auditor familiar with Coding and Documentation Standards. The contractor will provide reporting audits, consulting services and training, as applicable and as needed, so that the Department is able to determine effectively if billing is correct based on the care provided. Denial of these services may result in incorrect billing due to invalid assignment of principal diagnoses, principal procedures, complications and co-morbidities (the simultaneous presence of two chronic diseases or conditions in the same patient) and inadvertent practices that may be deemed by payers to be fraudulent.

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

These are new services.

D. Will the contract(s) be renewed?

If funding is available and there is an ongoing need.

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

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

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

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

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:

It would pose a conflict of interest for City staff with coding expertise to audit/validate their own work, and may result in noncompliance with federal and/or State regulations and disallowance of reimbursements. The City does not have auditors with the needed expertise in auditing medical coding. The services are needed intermittently, as needed, and will also be utilized as training resources for civil service coding staff.

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

A. Specify required skills and/or expertise: Expertise in clinical documentation, HIM coding, auditing reporting services and medical coding, including ICD-10 CM, ICD-10 PCS and CPT codes.

B. Which, if any, civil service class(es) normally perform(s) this work? 2110, Medical Records Clerk; 2112, Medical Records Technician; 2114, Medical Records Tech Sprv; 2320, Registered Nurse;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Contractor will utilize its own office and related equipment as needed to perform the needed services.

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

It would pose a conflict of interest for civil service staff to perform these audits, as civil service staff with the requisite expertise in coding would be auditing and validating their own work.

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

A. Explain why civil service classes are not applicable.

In order to provide compliance and assurance of proper validation of billing and coding to CMS and other payers, auditing and validation of codes used is needed, or reimbursements may be denied. Using civil service staff with the needed expertise would require staff to audit and validate their own work, which would pose a conflict of interest.

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, in order to produce an unbiased audit, the City and the Department need to procure these services from an independent, outside third party with the needed 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. Training related to any audit findings will consist of a minimum of one 1-hour group session with coding staff. There will also be quarterly post-audit training sessions of up to 4 hours each. The Department will also request training as needed regarding routine annual updates to code sets, AHA Coding Clinic training sessions, and Clinical Documentation (CDI) training, based on physician documentation trends and coding optimization.

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

No.

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

No.

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

No.

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

No.

7. **Union Notification:** On 05/10/2019, the Department notified the following employee organizations of this PSC/RFP request:

SEIU Local 1021; SEIU, Local 1021 (Staff Nurse & Per Diem Nurse)

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

Name: Jacquie Hale Phone: (415) 554-2609 Email: jacquie.hale@sfdph.org

Address: 1380 Howard Street #421b San Francisco, CA 94103

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 49302 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 08/05/2019

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

**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [jacque.hale@sfdph.org](mailto:jacque.hale@sfdph.org)  
**To:** [RECEIPT for Union Notification for PSC 49302 - 18/19 more than \\$100k](mailto:Hale,Jacque(DPH);kcartermartinez@cirseiu.org;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.ji@seiu1021.org;Poon,Sin Yee(HSA);david.canham@seiu1021.org;jtanner940@aol.com;LokUng,Muki(DPH);DHR-PSCCoordinator,DHR(HRD)</a><br/><b>Subject:</b> Receipt of Notice for new PCS over $100K PSC # 49302 - 18/19<br/><b>Date:</b> Friday, May 10, 2019 5:03:39 PM</p><hr/></div><div data-bbox=)

The PUBLIC HEALTH -- DPH has submitted a request for a Personal Services Contract (PSC) 49302 - 18/19 for \$400,000 for Initial Request services for the period 09/01/2019 – 08/31/2023. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/12905> 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)**

**From:** [Ma, Julia \(HRD\)](#)  
**To:** [LokUng, Muki \(DPH\)](#)  
**Cc:** [Goldshteyn, Inna](#)  
**Subject:** RE: HIMS Coding Learning  
**Date:** Thursday, June 20, 2019 5:48:46 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)

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Hello Muki,

Thank you for following up. We cannot provide this service so you can move forward with your contract with an external vendor. Thank you for checking with us!

Julia



Connecting People with Purpose

**Julia Fong Ma**  
**Workforce Development Division Manager**  
Department of Human Resources  
One South Van Ness Ave., 4<sup>th</sup> Floor  
San Francisco, CA 94103  
Phone: (415) 557-4890  
Website: [www.sfdhr.org](http://www.sfdhr.org)

---

**From:** LokUng, Muki (DPH)  
**Sent:** Tuesday, June 18, 2019 9:05 AM  
**To:** Ma, Julia (HRD)  
**Cc:** Goldshteyn, Inna  
**Subject:** RE: HIMS Coding Learning

Morning Julia - Just following up with below. Let me know if you have any questions

**San Francisco**  
**Department of Public Health**

**Muki Lok Ung, Sr Administrative Analyst**

O 415.554.2784

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**From:** LokUng, Muki (DPH)  
**Sent:** Tuesday, June 4, 2019 4:57 PM  
**To:** Ma, Julia (HRD) <[Julia.F.Ma@sfgov.org](mailto:Julia.F.Ma@sfgov.org)>  
**Cc:** Goldshteyn, Inna <[inna.goldshteyn@sfgov.org](mailto:inna.goldshteyn@sfgov.org)>  
**Subject:** RE: HIMS Coding Learning

Hi Julia/Inna-

Thank you for the below and appreciate the option to provide in house services.

However; the RFP that we published includes both content and a learning platform. As the content that we need is highly specialized and would require constant refreshing of knowledge. The RFP posted is essentially a trial for 3 years with 2 one year options for a total of 5 years. During the contract, SFDPH is expecting to have knowledge transfer of up to date content as well web services implementation. At the end of the contract, SFDPH would look at transitioning to City Resources.

Would DHR approve our trial to move with the RFP to Contract Certification?

Best,

**San Francisco**  
**Department of Public Health**

**Muki Lok Ung, Sr Administrative Analyst**

O 415.554.2784

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This e-mail is intended for the recipient only.

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**From:** Ma, Julia (HRD)  
**Sent:** Tuesday, May 28, 2019 1:34 PM  
**To:** LokUng, Muki (DPH) <muki.lokung@sfdph.org>  
**Cc:** Goldshteyn, Inna <inna.goldshteyn@sfgov.org>  
**Subject:** RE: HIMS Coding Learning

Hello Muki,

I apologize for my delay in responding back to you. Thank you so much for following up.

DHR has instructional designers on our team who may be able to work with your department to create online modules if you provide content and subject matter experts. If you wanted to proceed with this, we would work with you to outline the scope of work and timeline, and create a service agreement with your department for this DHR service.

Unfortunately, we do not have existing modules focused on the topics of medical coding and clinical documentation, as we do not have subject matter expertise in these areas.

I have cc'd one of our Instructional Designers if you have further questions regarding our instructional design services.

Thank you again for reaching out to us.

Julia



**Julia Fong Ma**  
Workforce Development Division Manager  
Department of Human Resources  
One South Van Ness Ave., 4<sup>th</sup> Floor  
San Francisco, CA 94103  
Phone: (415) 557-4890  
Website: [www.sfdhr.org](http://www.sfdhr.org)

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**From:** LokUng, Muki (DPH)  
**Sent:** Tuesday, May 28, 2019 8:38 AM  
**To:** Ma, Julia (HRD)  
**Subject:** RE: HIMS Coding Learning

Hi Julia- Just following up with this.

Is this something that the City currently provides and/or has the resources to provide?

**San Francisco**  
Department of Public Health

**Muki Lok Ung**, Sr Administrative Analyst  
O 415.554.2784

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If you receive this e-mail in error, notify the sender and destroy the e-mail immediately. Disclosure of the PHI contained herein may subject the discloser to civil or criminal penalties under state and federal privacy laws.

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**From:** LokUng, Muki (DPH)  
**Sent:** Wednesday, May 1, 2019 9:21 AM  
**To:** Ma, Julia (HRD) <[Julia.F.Ma@sfgov.org](mailto:Julia.F.Ma@sfgov.org)>  
**Subject:** HIMS Coding Learning

Hi Julia -

My name is Muki Lok Ung, I'm a contract analyst who currently roles up to Robert Longhitano in DPH. I have a RFP out for a Software Solution for HIMS Coding Learning (attached). Essentially,

we're soliciting for a vendor who can provide web training modules to improve our medical coding and clinical documentation knowledge. My question to you is this something that the City currently provides and/or has the resources to provide?

Best,

**San Francisco**  
Department of Public Health

**Muki Lok Ung**, Sr Administrative Analyst

O 415.554.2784.

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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: Professional Services

Funding Source: Port Operating Budget

PSC Amount: \$4,000,000

PSC Est. Start Date: 07/01/2019

PSC Est. End Date 07/01/2023

**1. Description of Work**

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

The Port intends to establish a pool of four qualified micro-LBE consultant teams capable of providing a wide range of engineering and construction management on an as-needed basis for Port capital and on-going projects. Such projects may be maritime related for maintenance and improvements of the Port's aging infrastructure.

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

These services are necessary because although the Port's engineering division provides multi-disciplinary engineering services to all Port divisions, at times, the required services exceeded the available staff resources. The need for consultant services is sporadic and the required expertise is often highly specialized. Denial would impact revenues and services.

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

These services have been provided in the past under PSC #4101-08/09 and PSC #41969-15/16.

D. Will the contract(s) be renewed?

No

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

not applicable

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

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

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

B. Explain the qualifying circumstances:

The proposed services for this project are short-term, as-needed, and specifically relate to engineering projects located along the waterfront on Port property. The work associated with this project is as-needed and generally performed on less than a full-time basis. Although some of the work may be performed by Port and other City staff, the timing of the service needs does not always align with staff workloads and availability to perform the work. In some cases, the expertise is highly specialized and otherwise not available. This work is specifically set-aside for micro-LBE firms.

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

- A. Specify required skills and/or expertise: Training, knowledge, license (as applicable), skill and ability to perform civil engineering, planning, design, preparation of plans and cost estimates, traffic engineering, structural design, code compliance reviews, project management, construction management/inspecting.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5207, Assoc Engineer; 5211, Eng/Arch/Landscape Arch Sr; 5218, Structural Engineer; 5241, Engineer; 5268, Architect; 5274, Landscape Architect; 5314, Survey Associate; 6318, Construction Inspector; 6331, Building Inspector;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No

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

Because the expertise in specific disciplines sought through the as-needed contracts are highly specialized and required occasionally for specific tasks, that expertise generally is not with the scope of existing civil service classifications and is not available from existing City staff. Many of the services sought through the as-needed contracts involve resources are not available with the City. In the past, Port staff notify other City departments who have staff with related skills before we issued each task order to see if existing City staff could perform any or all of the services needed.

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

- A. Explain why civil service classes are not applicable.  
The services will be required on an as-needed and generally less than full-time basis. Although some of the work can be performed by Port and other City staff, the timing of the service needs does not always align with staff workloads and availability to perform the work. In some cases, the expertise is highly specialized and otherwise not available.
- 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 new civil service classifications for work that will be sporadically needed or only needed for a single project.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
No. The contractor will not train employee. They will perform on-call engineering services with a single scope of 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.  
Yes.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

7. **Union Notification:** On 03/06/2019, the Department notified the following employee organizations of this PSC/RFP request:  
Architect & Engineers, Local 21; Building Inspectors - 6331, 6333

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 San Francisco, CA

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 41597 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 08/05/2019

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

**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [lavena.holmes@sfport.com](mailto:lavena.holmes@sfport.com)  
**To:** [Holmes, Lavena \(PRT\); 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 \(PRT\); DHR-PSCCoordinator, DHR \(HRD\)](mailto:Holmes,Lavena(PRT);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);DHR-PSCCoordinator,DHR(HRD))  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 41597 - 18/19  
**Date:** Wednesday, March 06, 2019 3:57:07 PM

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RECEIPT for Union Notification for PSC 41597 - 18/19 more than \$100k

The PORT -- PRT has submitted a request for a Personal Services Contract (PSC) 41597 - 18/19 for \$4,000,000 for Initial Request services for the period 07/01/2019 – 07/01/2023. 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/12609> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

**From:** [Delepine, Boris \(PRT\)](#)  
**To:** [Chan, Annie \(PRT\)](#)  
**Subject:** FW: PSC 41597-18/19  
**Date:** Thursday, July 11, 2019 2:37:24 PM

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Hi Annie,

Below is confirmation from the unions agreeing to waive the notice requirement.

Thank you,  
Boris

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**From:** Mark Leach <mleach@ibt856.org>  
**Sent:** Tuesday, July 9, 2019 12:22 PM  
**To:** Delepine, Boris (PRT) <boris.delepine@sfgov.org>  
**Subject:** Re: PSC 41597-18/19

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

Mr. Delepine,



Both Teamsters 856 and the Building Inspectors Association (both representing 6331) have read the attached and agree to waive the notice requirement.

Mark Leach  
Representative  
TEAMSTERS 856  
453 San Mateo Ave. | San Bruno | CA | 94066  
650.296.7887 | [www.TEAMSTERS856.org](http://www.TEAMSTERS856.org)

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**From:** Ed Donnelly <[edward.donnelly@sfgov.org](mailto:edward.donnelly@sfgov.org)>  
**Date:** Monday, July 8, 2019 at 3:43 PM  
**To:** Mark Leach <[mleach@ibt856.org](mailto:mleach@ibt856.org)>  
**Subject:** FW: PSC 41597-18/19

Hello Mark,  
This is another email from the Port about the PSC. I believe it is the same one. As I said previously, we are ok with it and I thought I had replied to that effect.

*Edward T. Donnelly*  
Building Inspector  
City and County of San Francisco  
Department of Building Inspection  
Disaster Coordination Unit, Rm. #3001  
1660 Mission St, 3<sup>rd</sup> Floor  
San Francisco, CA 94103-2414  
(415) 558-6010

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**From:** Delepine, Boris (PRT)  
**Sent:** Monday, July 01, 2019 12:15 PM  
**To:** Donnelly, Edward (DBI) <[edward.donnelly@sfgov.org](mailto:edward.donnelly@sfgov.org)>  
**Subject:** FW: PSC 41597-18/19

Good morning,

Any help you can provide with the message below is appreciated.

Thank you,  
Boris

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**From:** Delepine, Boris (PRT)  
**Sent:** Tuesday, June 25, 2019 3:56 PM  
**To:** Donnelly, Edward (DBI) <[edward.donnelly@sfgov.org](mailto:edward.donnelly@sfgov.org)>  
**Subject:** PSC 41597-18/19

Good afternoon,

Due to a scheduling problem on our end the Port did not properly notice our PSC 41597-18/19 for as-needed construction management and civil engineering services. Per DHR staff, they are willing to post this PSC on the next Commission agenda (August 5th) if I obtain written confirmation from you waiving the notice requirement. The PSC request is attached.

We use this RFQ to award two as-needed construction management contracts and two civil engineering contract valued at \$1 million each. This is a micro-LBE RFQ meaning only small local certified San Francisco businesses may propose for these contracts. We have awarded and obtained approved PSCs for similar requests in the past. I am available at your convenience to answer any questions. My cell phone number is 415-571-6626. Your consideration of this request is appreciated.

Thank you,

|  
Boris Delepine

## **Additional Attachment(s)**



**MEMORANDUM**

October 18, 2018

**TO:** MEMBERS, PORT COMMISSION  
Hon. Kimberly Brandon, President  
Hon. Willie Adams, Vice President  
Hon. Gail Gilman  
Hon. Victor Makras  
Hon. Doreen Woo Ho

**FROM:** Elaine Forbes  
Executive Director

**SUBJECT:** Request Approval to Issue Two Requests for Qualifications to Solicit Two Micro-LBE Set Aside Contracts for As-Needed Civil Engineering Services and Two Micro-LBE Set Aside Contracts for Construction Management Services, Each Contract in an Amount not to Exceed \$1,000,000 with a Term of Four Years

**DIRECTOR'S RECOMMENDATION:** Approve the Attached Resolution

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**EXECUTIVE SUMMARY**

Port staff is seeking the Port Commission's authorization to advertise two micro-Local Business Enterprise ("LBE") Request for Qualifications ("RFQ") for as-needed civil engineering services and as-needed construction management services. The objective of this solicitation process is to qualify a list of two micro-LBE led consultant teams with expertise in civil engineering and two micro-LBE led consultant teams with expertise in construction management. These services are needed and utilized on Port projects that require highly specialized expertise that does not exist within existing personnel resources and they provide a means to augment staff capacity at times when existing Port and other city staff are unavailable to perform the required work due to other project demands. The nature of the Port's aging infrastructure and deferred maintenance creates an environment of many unanticipated projects that require immediate attention.

After the proposed solicitation through the RFQ, followed by evaluation and scoring of qualified consultants, Port staff will recommend awarding professional services contracts

**THIS PRINT COVERS CALENDAR ITEM NO. 10B**

to a maximum of two of the highest-ranked civil engineering consultant teams and two of the highest-ranked construction management consultant teams. As proposed by staff, each contract will have an initial four-year term with an option for an additional year at the Port's sole discretion, and a total not-to-exceed value of \$1 million for each contract. These contracts will function as master agreements under which the Port staff will issue Contract Service Orders ("CSOs") for specific projects and work scopes as needs arise for specific projects.

This contract procurement process is subject to authorization by the Civil Service Commission ("CSC"); accordingly, Port staff submitted a Personal Services Contract ("PSC") request on October 12, 2018. The CSC approval shall be a requirement of contract execution. Port staff expects CSC authorization to be granted in January 2019.

### **STRATEGIC OBJECTIVES**

This contract opportunity will support the goals of the Port's Strategic Plan as follows:

#### Renewal

By prioritizing projects that renew waterfront facilities for the ongoing enjoyment of residents and to support local commercial and industrial businesses and employees.

#### Livability

By increasing the proportion of funds spent by the Port micro-LBEs.

### **BACKGROUND**

In Fiscal Year (FY) 2016-17 the Port entered into four (4) master agreements for as-needed engineering and related services pursuant to Port Commission approvals. The four master agreements included a maximum dollar value of \$1,500,000, for a cumulative maximum value of \$6 million. All four master agreements had an initial term of four years through October 2020. The Port has expended nearly all of the contract budgets for all four contracts in advance of the contract expiration date. Some of the key projects include Marine Structural Projects IV Construction Management, Wharf J9 Seawall and Deck Repair, Pier 70 Technical Support Services, Derrick Barge #1 Condition Survey and Performance Upgrades, South Beach Harbor and Pier 40 Dock Repair, and Drydock No. 2 Evaluations.

Along with this request to issue RFQs for civil engineering and construction management services, the Port staff also requests Port Commission approval to issue RFQ's for four (4) master agreements for as-needed engineering and related services under item 10c. Those four master agreements will include a maximum dollar value of \$3,000,000, for a cumulative maximum value of \$12,000,000. All four master agreements will have an initial four-year term with an option for an additional year at the Port's sole discretion.

Issuing these separate micro-LBE civil engineering (two contracts at one million dollars each) and construction management (two contracts at one million dollars each) RFQs will

increase LBE participation and allow micro-LBE firms to lead projects and gain experience to potentially qualify to lead the larger as-needed engineering opportunities in the future.

## **PROJECT SCOPE**

The exact scope of work for the desired consultant services during the next four to five years is not fully known, but staff anticipates the need for support on the projects described below. Port staff anticipates a need for civil engineering and construction management services to support the Port in its on-going efforts to effectively and economically develop, utilize, and maintain its varied infrastructure and facility assets.

### **Civil Engineering**

The Port seeks micro-LBE firms certified to provide civil engineering design services for upcoming mid- to small budget design projects which may potentially include, but are not limited to, Agua Vista Park, Islais Creek Improvements, Perimeter Security Hardening, Amador Street Sewer and Roadway Improvement, Heron's Head Park Stabilization, and Pier 50 Security Hardening.

Additionally, needed services may include:

- Planning, Design, and Project Management
- Preparation of Plans, Specifications, and Estimates (PS&E)
- Grading, Drainage, and Erosion Control Plans
- Road Design and Road Improvement Plans
- Road Preservation, Rehabilitation, and Maintenance Plans
- Utility Plan Preparation including Water, Sewer, Electrical, Storm Drain, and Gas
- Parking Lot Design
- ADA Design and Compliance
- Traffic Engineering Surveys and Studies
- Traffic Control and Detour Plans for Construction
- Asphalt Concrete Pavement Mix Design
- Hydrology, Hydraulics, and Drainage Report Preparation
- Best Management Practices (BMPS)
- Preparation of Water Pollution Control Plans and Storm Water Pollution Prevention Plans (SWPPPs)
- Seismic Hazard Evaluations and Earthquake Engineering
- Geotechnical Engineering
- Retaining Wall Design
- Concrete Structure Design
- Construction Calculations and Quantity Estimation
- Value Engineering and Design Optimization
- Site Planning, Evaluation, and Feasibility Studies
- Ability to Obtain Additional Subcontractors As Required to Perform Civil Engineering professional services

## **Construction Management**

The Port seeks micro-LBE firms certified to provide construction management services for upcoming mid- to small-budget construction projects which may potentially include but are not limited to Hyde Street Harbor Repair and Improvements, Beltline Building Repair Project, Mission Bay Ferry Landing, and the Pier 7.5 Sewer System Re-routing Project.

Additionally, services are anticipated to generally include, but are not limited to:

- Pre-construction services
- Constructability reviews
- Construction management
- Construction submittal and shop drawing reviews
- Evaluating and responding to Requests for Information (RFI)
- Inspections and testing (including specialized inspection)
- Resident Engineer (RE) services
- Project Closeout Support
- Ability to Obtain Additional Subcontractors As Required to Perform Construction Management professional services

## **SELECTION PROCESS**

Port staff proposes advertising two RFQs to procure the requested services through a fair and competitive process, facilitated and monitored by the City's Contract Monitoring Division (CMD). Port staff and a CMD representative will convene separate evaluation panels consisting of at least one Port staff member and two non-Port representatives. The panels will have expertise in the required fields, knowledge of the project areas and objectives, and meet diversity goals that CMD determines. The evaluation process is envisioned to include the following steps:

### **1. Written Proposal Evaluation, Ranking and Pre-Qualification**

After Port and CMD staff review of the statement of qualifications for responsiveness, the selection panel will score each written statement of qualifications based upon evaluation criteria included in the RFQ. Expected criteria include an understanding of project objectives, experience of the firm and project staff, and management approach. Port staff intends to short list all consulting teams scoring at least 75% of the maximum score on the written phase of the evaluation process.

### **2. Oral Interviews**

The evaluation panel will conduct interviews with the short listed firms and include a firm presentation and responses to questions. The evaluation panel members will individually score each firm and a total score will be tabulated to identify the four highest ranked consulting teams.

### 3. Contract Negotiation and Award

After negotiating satisfactory contract terms and fees with the four highest-ranked consulting firms, Port staff intends to request Port Commission approval to award of master contracts to a maximum of four consulting firms or teams.

## LOCAL BUSINESS ENTERPRISE

It is the goal of the Port to maximize participation of LBEs in its contracting opportunities. Small firms generally lack the capacity and capital to participate directly on large City contracts, and their participation on such contracts is often limited to serving as sub-contractors to larger firms whose capacity enables them to bid directly on City contracts.

In an effort to build the capacity of smaller LBE firms, Port staff is proposing to procure and award these contracts through a micro-LBE set aside solicitation. These proposed contracts will be set aside for competition solely among the City's smallest, most disadvantaged companies as certified by the City's Contract Monitoring Division (CMD).

Under the provisions of the LBE Ordinance, micro-LBE set aside contracts are not subject to CMD LBE subcontracting goals. However, micro-LBE prime contractors must perform at least 25% of the contract work—a requirement that will be imposed in this proposed contract solicitation process.

## OUTREACH EFFORTS

Subject to Port Commission authorization, Port staff will advertise the RFQ opportunity on the Port and Office of Contract Administration websites. Port staff will send copies of the RFQ to all micro-LBE firms certified to perform civil engineering and construction management by the City's Contract Monitoring Division. The Port will host a pre-bid conference to review the RFQs, answer respondent questions, and provide a networking opportunity for potential bidders. Port staff will also advertise the RFQs using the following resources:

- Contract Monitoring Division Directory of Certified LBEs
- San Francisco African American Chamber of Commerce
- Hispanic Chamber of Commerce of San Francisco
- Chinese Chamber of Commerce, San Francisco
- LGBT Chamber of Commerce, San Francisco (Golden Gate Business Association)
- Board of Supervisors Neighborhood Outreach Advertising Newspapers
- San Francisco Chamber of Commerce
- #@SFPORT
- Port of San Francisco Facebook Page
- @SFPORT Digital Magazine

Additionally, there are currently 68 micro-LBE firms certified to perform construction management services and 50 micro-LBE firms certified to perform civil engineering work. If

this proposed contract solicitation is approved, Port staff will directly contact each firm to make sure they are aware of this opportunity to compete for contracts.

**PROPOSED SCHEDULE (subject to change)**

<u>Activity</u>	<u>Target Date</u>
Port Commission Authorization to Advertise	October 23, 2018
Commence RFQ Advertisements	November 15, 2018
Port Commission Request to Award Contracts	January 23, 2019
New Contracts Commence	February 15, 2019

**FUNDING**

Funding for these services shall be subject to appropriation through the Port's operating budget and to specific capital projects. The primary line item for funding in the operating budget is the Architecture/Engineering Services annual project (subfund 23690, Authority #16311), which has an annual budget of \$600,000. Additionally, Port staff will use these contracts to support capital projects funded through the 5-Year Capital Improvement Program.

**SUMMARY**

Port staff recommends that the Port Commission approve the attached resolution authorizing staff to advertise Request for Qualifications soliciting as-needed civil engineering services and a separate Request for Qualifications soliciting as-needed construction management services with the intent of awarding professional services contracts to a maximum of two of the highest-ranked teams in each area with a contract amount no greater than \$1 million each.

Prepared by: Boris Delepine, Contracts Coordinator

and

Peter Luong, Civil Engineer

For: Katharine Petrucione, Deputy Director  
Finance & Administration

and

Rod Iwashita, Chief Harbor Engineer

**PORT COMMISSION  
CITY AND COUNTY OF SAN FRANCISCO**

**RESOLUTION NO. 18-57**

WHEREAS, Port staff seeks the Port Commission's authorization to advertise a Request for Qualifications ("RFQ") for micro-Local Business Enterprise as-needed civil engineering services and, separately, a RFQ for micro-Local Business Enterprise as-needed construction management services; and

WHEREAS, The objective of this RFQ process is to qualify a list of a maximum of two micro-Local Business Enterprise (LBE) consultant teams with expertise in civil engineering services and two micro-LBE consultant teams with expertise in construction management services; and

WHEREAS, These services are needed and utilized on Port projects that require highly specialized expertise that either does not exist or is not available within existing personnel resources to augment staff capacity at times when existing Port and other city staff is unavailable to perform the required work due to other project demands; and

WHEREAS, Port staff is seeking approval from the Civil Service Commission to establish a new "as-needed" list of pre-qualified micro-LBE consulting teams for civil engineering services and a new "as-needed" list of pre-qualified micro-LBE consulting teams for construction management services; and

WHEREAS, Port staff seeks Port Commission authorization to issue a RFQ for micro-LBE firms to provide as-needed civil engineering services; and a separate RFQ for micro-LBE firms to provide as-needed construction management services, to allow staff to create a list of pre-qualified consulting firms for such services; and now therefore be it

RESOLVED, that the San Francisco Port Commission hereby authorizes Port staff to advertise a RFQ for a maximum of two micro-LBE firms for as-needed civil engineering services contracts, and a RFQ for a maximum of two micro-LBE firms for as-needed construction management services contracts, each contract for a total amount not to exceed \$1,000,000, and each contract with a term of four years, and an option to extend each term for one additional year at the Port's sole discretion.

***I hereby certify that the foregoing resolution was adopted by the Port Commission at its meeting of October 23, 2018.***

\_\_\_\_\_  
Secretary





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: As-Needed Engineering and Related Professional Services

Funding Source: Operating, Capital, & Bond Prog PSC Duration: 5 years  
PSC Amount: \$6,000,000 PSC Est. Start Date: 04/01/2016 PSC Est. End Date: 03/31/2021

**1. Description of Work**

A. Scope of Work:

The Port intends to issue a Request for Qualifications to establish a pool of four (4) qualified consultant teams capable of providing a wide range of engineering and related services on an as-needed basis for Port capital and on-going projects. Such projects are usually maritime related for maintenance and improvements of the Port's aging infrastructure.

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

These services are necessary because although the Port's engineering division provides multi-disciplinary engineering services to all Port divisions, at times, the required services exceeded the available staff resources. The need for consultant services is sporadic and the required expertise is often highly specialized. Denial would impact revenues and services.

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.  
These services have been provided in the past under PSC #4101 - 08/09, CSC Action 03/02/2009.

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

2. **Union Notification:** On 10/07/2015, the Department notified the following employee organizations of this PSC/RFP request: Architect & Engineers, Local 21; Bldg Mtl & Constr Teamsters, L 853; Building Inspectors - 6331, 6333

\*\*\*\*\*

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 41969 - 15/16

DHR Analysis/Recommendation:

03/07/2016

Commission Approval Required

Approved by Civil Service Commission

DHR Approved for 03/07/2016

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

- A. Specify required skills and/or expertise:  
Training, knowledge, license (as applicable), skill and ability in performing civil, structural, marine, electrical, mechanical, geotechnical and/or soils engineering, coastal engineering, cruise terminal operations, maritime security, historic preservation architecture, landscape architecture, surveying, building inspecting, plan checking, project management, construction management/inspecting, dredging support services, material testing, special inspections and testing, etc.
- B. Which, if any, civil service class(es) normally perform(s) this work?  
6318,6331,5314,5207,5218,5241,5211,5268,5274,
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:  
None anticipated.

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

- A. Explain why civil service classes are not applicable:  
The services will be required on an as-needed and generally less than full-time basis. Although some of the work can be performed by Port and other City staff, the timing of the service needs does not always align with staff workloads and availability to perform the work. In some cases, the expertise is highly specialized and otherwise not available.
- B. Would it be practical to adopt a new civil service class to perform this work? Explain.  
It would not be practical to adopt new Civil Service Classifications for work that will be sporadically needed or only needed for a single project.

**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. The consultants perform highly specialized sporadic work in the design	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C. Are there legal mandates requiring the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D. Are there federal or state grant requirements regarding the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
E. Has a board or commission determined that contracting is the most effective way to provide this service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
F. Will the proposed work be completed by a contractor that has a current PSC contract with your department?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD ON 01/08/2016 BY:

Name: Lavena Holmes Phone: 415-274-0305 Email: lavena.holmes@sfport.com  
Address: Pier 1, The Embarcadero San Francisco, CA 94111

## **PSC #41969 – 15/16 Regular**

### **Explanation of 5 years or more duration**

Many of the projects assigned through the Port's as-needed engineering pool are multiyear projects. It is not uncommon for a project duration, including conceptual design, final design and construction, to span five years, especially if project funding is a challenge. It is important to have the same consultant working on the project throughout both the design and the construction phases. The project outcome typically includes higher quality design and construction, completed in less time and for less cost than if the consultant were substituted midway through the project.

Jun. 10. 2009 3:06PM civil service comm

No. 1079 P. 2



# CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

GAVIN NEWSOM  
MAYOR

March 5, 2009

## NOTICE OF CIVIL SERVICE COMMISSION ACTION

DONALD A. CASPER  
PRESIDENT

MORGAN R. GORRONG  
VICE PRESIDENT

JOY Y. BOATWRIGHT  
COMMISSIONER

MARY Y. JUNG  
COMMISSIONER

E. DENNIS NORMANDY  
COMMISSIONER

ANITA SANCHEZ  
EXECUTIVE OFFICER

**SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACT NUMBERS 4098-08/09 THROUGH 4113-08/09; 4068-07/08; 4172-07/08 AND 4114-08/09.**

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

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

It was the decision of the Commission to:

- (1) PSC #4112-08/09 withdrawn at the request of the Department of Emergency Management.
- (2) Adopt the Human Resources Director's report on all remaining contracts. Notify the offices of the Controller and the Purchaser.

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

CIVIL SERVICE COMMISSION

ANITA SANCHEZ  
Executive Officer

### Attachment

- c: Parveen Boparai, Municipal Transportation Agency  
Micki Callahan, Human Resources Director  
Gordon Choy, Department of Public Works  
Kahala Drain, Children & Families Commission  
Jacquie Hale, Department of Public Health  
Lavena Holmes-Williams, San Francisco Port  
Sharnica Jackson, Public Utilities Commission  
Jennifer Johnston, Department of Human Resources  
Naomi Kelly, Office of Contract Administration  
William Lee, Emergency Communications Department  
Julian Low, Mayor's Office of Business & Economic Development  
Joan Lubamersky, Administrative Services  
Christine Martin, Department of Technology  
Mary Ng, Department of Human Resources  
Brigitte Rockett, Department of Human Resources  
Ben Rosenfield, Controller  
Commission File  
Chron

Jun 10, 2009 3:06PM

civil service comm

No. 1079 P. 3

**POSTING FOR  
March 02, 2009**

**RECOMMENDED APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACTS**

PSC No.	Position	Agency	Grade	Rate	Description	Duration
4108-08/09	35	San Francisco Municipal Transportation Agency	Regular	\$98,000.00	Will provide technical assistance with the procurement of a new Closed Circuit Television (CCTV) system to be installed in subway stations and other SFMTA facilities.	30-Mar-12
4099-08/09	35	San Francisco Municipal Transportation Agency	Regular	\$250,000.00	Will provide services to conduct a three part Nexus study to support existing and proposed transportation related development impact and mitigation fees.	15-Nov-09
4100-08/09	35	San Francisco Municipal Transportation Agency	Regular	\$3,000,000.00	Will provide as-needed specialized professional and technical engineering services in transit engineering specialties including systems hazard analysis, mechanical, electrical, analysis and mitigation of noise and vibration in transit operations.	01-Mar-14
4101-08/09	39	Port of San Francisco	Regular	\$4,500,000.00	Will establish a pool of three qualified consultant bidders capable of providing a wide range of engineering and related services on an as-needed basis for Port capital and on-going projects.	30-Jun-14
4102-08/09	40	San Francisco Public Utilities Commission	Regular	\$1,000,000.00	Will provide financial advisory services in connection with general financial planning and transaction-specific activities related to the Water, Wastewater and Power Enterprises.	01-Aug-12
4103-08/09	40	San Francisco Public Utilities Commission	Regular	\$14,000,000.00	Will provide professional construction management services to oversee the Water System Improvement Program (WSIP) construction project of the New Ingoton Tunnel, on behalf of the SFPUC.	31-Jul-14
4104-08/09	40	San Francisco Public Utilities Commission	Regular	\$500,000.00	Will evaluate effects of climate change on San Francisco's natural and built environment and on City departments and their missions and/or infrastructure in particular.	31-Dec-10
4105-08/09	40	San Francisco Public Utilities Commission	Regular	\$5,000,000.00	Will provide either a liquidity facility and/or an irrevocable direct-pay letter of credit to secure the payment of principal and interest on the subordinate lien tax-exempt commercial paper ("CP") program.	01-Apr-14
4106-08/09	84	Children and Families Commission	Regular	\$500,000.00	Will provide materials, training, and support to parents and preschool, classroom staff to effect early literacy and family engagement, cognition and language skills.	01-Aug-12
4107-08/09	70	GSA-Medical Examiner	Regular	\$100,000.00	Will design, develop and implement a Case Management System to automatically generate daily case and work list, track case progress, and related tasks.	01-Jan-12
4108-08/09	75	Department of Technology	Regular	\$1,725,000.00	Will provide enhancements or modifications to the software that runs the dispatch program for E911 calls. The modifications/enhancements improve the data collected by or displayed to E911 call takers and dispatchers.	01-Mar-12
4109-08/09	75	Department of Technology	Regular	\$435,000.00	Will provide as-needed modifications to ICAD a proprietary software system used to run the Police Message Switch.	01-Mar-12

City and County of San Francisco

Department of Human Resources

PERSONAL SERVICES CONTRACT SUMMARY

DATE: February 4, 2009

DEPARTMENT NAME: Port of San Francisco

DEPARTMENT NUMBER 39

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

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

TYPE OF SERVICE: As-Needed Engineering & Related Services

FUNDING SOURCE: Port Operating, Capital Budget and Bond Program

PSC AMOUNT: \$4,500,000 PSC DURATION: 7/1/09 - 6/30/14

1. DESCRIPTION OF WORK

A. Concise description of proposed work: The Port intends to issue a Request for Qualifications to establish a pool of three qualified consultant teams capable of providing a wide range of engineering and related services on an as-needed basis for Port capital and on-going projects. Such projects are usually maritime related for maintenance and improvements of the Port's aging infrastructure.

B. Explain why this service is necessary and the consequences of denial: These services are necessary because although the Port's engineering division provides multi-disciplinary engineering services to all Port divisions, at times, the required services exceed the available staff resources. The need for consultant services is sporadic and the required expertise is often highly specialized. Denial would impact revenues and services.

C. Explain how this service has been provided in the past (if this service was previously approved by the Civil Service Commission, indicate most recent personal services contract approval number): These services have been provided in the past under PSC #4021-05/06

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

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

IFPTE, Local 21 Union Name Signature of person mailing/faxing form Date 2/5/09

Union Name Signature of person mailing/faxing form Date

RFP sent to IFPTE, Local 21, on February 20, 2009 Union Name Date Signature

\*\*\*\*\*

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4101-08/09 approved 3/2/09 STAFF ANALYSIS/RECOMMENDATION:

CIVIL SERVICE COMMISSION ACTION:

sent - 2/6/09

City and County of San Francisco

Department of Human Resources

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

Training, knowledge, license(as applicable), skill and ability in performing civil, structural, marine, electrical, mechanical, geotechnical and/or soils engineering, coastal engineering, cruise terminal operations, maritime security, historic preservation architecture, landscape architecture, surveying, project management, special testing and inspections; etc.

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

5207 Associate Engineer; 5218 Structural Engineer; 5241 Engineer; 5211 Senior Engineer; 5268 Architect, 5274 Landscape Architect and various classes in the engineering and architectural assistant and associate series.

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

None anticipated.

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

The services will be required on an as-needed and generally less than full-time basis. Although some of the work can be performed by Port and other City staff, the timing of the service needs does not always align with staff workloads and availability to perform the work. In some cases, the expertise is highly specialized and otherwise not available.

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

It would not be practical to adopt new civil service classifications for work that will be sporadically needed or only needed for a single project.

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

Yes No

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

B. Will the contractor train City and County employees?

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

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

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

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

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

This will be a competitive procurement and thus unknown.

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

Lavenna Holmes-Williams

Signature of Departmental Personal Services Contract Coordinator

Lavenna Holmes-Williams

415-274-0421

Print or Type Name

Telephone Number

Pier 1 - The Embarcadero

San Francisco, CA 94111

Address

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH -- DPH

Dept. Code: DPH

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

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

Type of Service: Environment Health Management System/Solution

Funding Source: General Fund

PSC Duration: 5 years 1 day

PSC Amount: \$7,500,000

**1. Description of Work**

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

The contractor will provide a fully integrated Environmental Health Management System/Solution (EHMS) for the Department of Public Health Environmental Health Branch (EHB). This Branch is responsible for the continued assessment, preservation, and improvement of environmental conditions and circumstances that affect the health and safety of San Franciscans. The EHB's responsibilities include permitting and tracking of compliance with multiple local, State and federal regulations (see attached). The provided system will be flexible and include reporting functions that allow analysis and are usable for regulatory requirements. In addition to a fully functional hosted application, the contractor will also provide project management, design, programming, testing, documentation, and system integration services in support of the application. Note: The amount shown above includes the Department's current best estimate of cost of the contract to build the system, license the product, and maintain the system, for five years.

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

The Branch's current Environmental Health Data and Applications System ("Data System") is outdated and has far exceeded its lifespan, with limited scope, functionality and documentation capability. In recognition of the need for a new system, the EHB has conducted a painstaking process of determining its Branch-wide needs and specifications, and an award from a recent RFP is imminent. Technologically, the system is vulnerable to collapse at any time, making the establishment of a contract and development of a new system critical to EHB's ability to meet numerous local, State, and federal laws and regulatory mandates. If the EHB was not able to establish a new system, a collapse of the current system would jeopardize operations for thousands of businesses in the city, and result in heavy revenue losses for the Department. At present, the City is losing up to one-third of potential re-inspection fees and has been placed on probation by the California Environmental Reporting System (CERS) due to consistent mismatches between data entered manually versus information that is intended to be entered electronically to match the CERS data dictionary. Accurate data entry is a State requirement in order for the City's Hazardous Materials to maintain its a Unified Program Agency (UPA) certification.

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

This is a new service.

D. Will the contract(s) be renewed?

If the need continues and funding is available.



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

The duration of the PSC exceeds 5 years by one day. DPH expects to establish a contract for a maximum term of five years, which includes the initial build of the system, product licensing, and ongoing maintenance.

**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 software needed is highly specialized and offered commercially by many vendors. Civil service classes do not have the necessary resources to build and provide ongoing support for an internally developed application. Such support is typically provided by the manufacturer of the software in order to ensure compliance with all warranties and performance standards, and provision of support internally would void software warranties and jeopardize product licenses and vendor support.

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

- A. Specify required skills and/or expertise: The contractor must have the skills to develop and implement the specified software solutions, including the experience and expertise to design, implement, integrate and maintain and support complex database applications. Knowledge of data configuration, installation, integration, testing and ongoing hosting services, ongoing maintenance is required.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1042, IS Engineer-Journey; 1043, IS Engineer-Senior; 1052, IS Business Analyst; 1053, IS Business Analyst-Senior; 1054, IS Business Analyst-Principal;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. The contractor will provide the proprietary software for local applications as well as the proprietary software and required hardware for remote data processing services. If support is provided by customers (i.e., civil service employees), warranties and guarantees included in the software or hardware license will be invalidated.

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

EHB has worked closely with DPH Information Technology staff to ensure that the new system will be capable of appropriate integration and coordination with other existing and planned systems and DPH software policies.

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

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

It is not feasible for the Department to create a fully functional and comprehensive hosted environmental health management system in-house and "from scratch." The software needed is highly specialized and civil service classes do not possess the necessary resources to develop and provide ongoing support for a commercially available application since such ongoing support is typically provided by the manufacturer of the software in order to ensure compliance with all warranties and performance standards.

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, civil service classes are not applicable due to the proprietary nature of the information systems and the specific knowledge required to bring this new technology to full production status in the Environmental Health Branch.

**6. Additional Information**

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

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

Yes. Yes. User training for the system will be provided by the contractor(s). Employees who may receive training may vary depending on the specific project, and may include the IS Engineer series, classifications 1042, 1043, 1052, 1053, and 1054.

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

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

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

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

**7. Union Notification:** On 05/06/2019, 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: Jacquie Hale Phone: (415) 554-2609 Email: jacquie.hale@sfdph.org

Address: 1380 Howard Room, 421B San Francisco, CA 94103

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 40975 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 08/05/2019

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

**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [jacque.hale@sfdph.org](mailto:jacque.hale@sfdph.org)  
**To:** [Hale, Jacque \(DPH\); ecassidy@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; trmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; l21PSCReview@ifpte21.org; Girma Mahlet \(DPH\); DHR-PSCCoordinator, DHR \(HRD\)](mailto:Hale,Jacque(DPH);ecassidy@ifpte21.org;WendyWong26@yahoo.com;wendywong26@yahoo.com;trmathews@ifpte21.org;kschumacher@ifpte21.org;pkim@ifpte21.org;l21PSCReview@ifpte21.org;Girma.Mahlet(DPH);DHR-PSCCoordinator,DHR(HRD)@ifpte21.org)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 40975 - 18/19  
**Date:** Monday, May 06, 2019 6:00:52 PM

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RECEIPT for Union Notification for PSC 40975 - 18/19 more than \$100k

The PUBLIC HEALTH -- DPH has submitted a request for a Personal Services Contract (PSC) 40975 - 18/19 for \$7,500,000 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/12972> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW

Dept. Code: DPW

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

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

Type of Service: Design-Build Services for Navigation Centers and Homeless Shelters

Funding Source: Educational Revenue Augmentation Fund

PSC Amount: \$1,000,000

PSC Est. Start Date: 05/01/2019

PSC Est. End Date 06/30/2021

**1. Description of Work**

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

This request is for design-build services for the design and construction of Navigation Center and Homeless Shelter projects. The Contractor will provide all design, construction, and related services necessary for the successful delivery of 500 beds projects at multiple locations still to be determined. Public Works is managing this work on behalf of our client, San Francisco Department of Homelessness and Supportive Housing (HSH).

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

This service is necessary for expediently delivering homeless shelter sites. If it is not approved, there will be major delays to completion of the project and the occupancy will be delayed until the services are rendered, leaving people living on the streets for longer. Homelessness is at a crisis level in San Francisco. According to the January 2017 Point in Time Homeless Count administered by HSH, there were approximately 7,499 people experiencing homelessness in San Francisco on a single night. According to preliminary numbers released May 2019, homelessness increased by 17% over two years, with 8,011 people counted living on the street in January 2019.

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

PSC 44479-1819 was approved in April 2019 for one homeless shelter site.

D. Will the contract(s) be renewed?

No

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

not applicable

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

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

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

B. Explain the qualifying circumstances:

Services will be utilized for homeless shelter site capital projects.

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

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

B. Which, if any, civil service class(es) normally perform(s) this work? 5268, Architect; 5502, Project Manager 1; 5504, Project Manager 2; 5506, Project Manager 3; 5508, Project Manager 4;

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

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

Design-build opportunities do not exist within the City. City architectural staff perform preliminary concept studies and author design-build criteria for publication. City architectural staff will perform technical reviews during design, and City construction management staff will inspect the construction.

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

A. Explain why civil service classes are not applicable.

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

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

**6. Additional Information**

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.  
No. No. Few City projects require architects and engineers working on behalf of a licensed General Contractor (Design-Build contractual arrangement). This is a specialized and infrequent task necessitated by this particular project.

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

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

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

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

**7. Union Notification:** On 06/17/2019, the Department notified the following employee organizations of this PSC/RFP request:  
Architect & Engineers, 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: Alexander Burns Phone: 415-554-6411 Email: alexander.burns@sfdpw.org

Address: 1155 Market St. 4th floor San Francisco, CA

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 44755 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 08/05/2019

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



**From:** [Macaranas, Belle \(DPW\)](#)  
**To:** [Macaranas, Belle \(DPW\)](#)  
**Subject:** FW: PSC 44755-18/19- Waiver Request Approved  
**Date:** Tuesday, July 16, 2019 11:35:41 AM  
**Attachments:** [image005.png](#)  
[image006.png](#)

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----- Original message -----

From: "Thompson, Marilyn (DPW)" <[Marilyn.Thompson@sfdpw.org](mailto:Marilyn.Thompson@sfdpw.org)>  
Date: 7/16/19 11:23 AM (GMT-08:00)  
To: "Alonso, Rachel (DPW)" <[rachel.alonso@sfdpw.org](mailto:rachel.alonso@sfdpw.org)>  
Cc: "Garcia, Lourdes (DPW)" <[lourdes.garcia@sfdpw.org](mailto:lourdes.garcia@sfdpw.org)>, [jbeard@ifpte21.org](mailto:jbeard@ifpte21.org), "Lee, Tedman (PUC)" <[tlee@sflower.org](mailto:tlee@sflower.org)>, "Rinaldi Wibowo (AIR)" <[rinaldi.wibowo@flsfo.com](mailto:rinaldi.wibowo@flsfo.com)>  
Subject: RE: PSC - waiver request

I agree with Tedman that it is okay to release this work to consultants, union members are already integrally involved in the project. Therefore, a time waiver is acceptable as well.

Sincerely,

Marilyn Thompson, Senior Architect  
Chapter President  
Municipal Architectural Employees Association

---

**From:** Alonso, Rachel (DPW)  
**Sent:** Monday, July 15, 2019 9:45 AM  
**To:** Thompson, Marilyn (DPW) <[Marilyn.Thompson@sfdpw.org](mailto:Marilyn.Thompson@sfdpw.org)>; [jbeard@ifpte21.org](mailto:jbeard@ifpte21.org)  
**Cc:** Garcia, Lourdes (DPW) <[lourdes.garcia@sfdpw.org](mailto:lourdes.garcia@sfdpw.org)>  
**Subject:** PSC - waiver request  
**Importance:** High

Hi Marilyn,

Checking back in on this. Are you able to approve my request for a waiver of the 30-day union review period? I originally submitted on 6/17 but now need to go to CSC sooner than expected.

Thank you for your consideration.



Rachel Alonso, MCP  
Project Manager

Building Design & Construction | San Francisco Public Works | City and County of San Francisco  
30 Van Ness, 4<sup>th</sup> floor | San Francisco, CA 94102 | 415.557.4784 | [sfpublicworks.org](http://sfpublicworks.org) · [twitter.com/sfpublicworks](https://twitter.com/sfpublicworks)

**From:** Alonso, Rachel (DPW)  
**Sent:** Friday, July 12, 2019 10:31 AM  
**To:** Thompson, Marilyn (DPW) <[marilyn.thompson@sfdpw.org](mailto:marilyn.thompson@sfdpw.org)>; [jbeard@ifpte21.org](mailto:jbeard@ifpte21.org)  
**Cc:** Garcia, Lourdes (DPW) <[lourdes.garcia@sfdpw.org](mailto:lourdes.garcia@sfdpw.org)>  
**Subject:** RE: Receipt of Notice for new PCS over \$100K PSC # 44755 - 18/19

Adding Jessica Beard to this message. Rinaldi Wibowo clarified who I should send the requests to for both PE and Architectural chapter.



Rachel Alonso, MCP  
Project Manager

Building Design & Construction | San Francisco Public Works | City and County of San Francisco  
30 Van Ness, 4<sup>th</sup> floor | San Francisco, CA 94102 | 415.557.4784 | [sfpublicworks.org](http://sfpublicworks.org) · [twitter.com/sfpublicworks](https://twitter.com/sfpublicworks)

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**From:** Alonso, Rachel (DPW)  
**Sent:** Thursday, July 11, 2019 10:42 PM  
**To:** Thompson, Marilyn (DPW) <[Marilyn.Thompson@sfdpw.org](mailto:Marilyn.Thompson@sfdpw.org)>  
**Cc:** Garcia, Lourdes (DPW) <[lourdes.garcia@sfdpw.org](mailto:lourdes.garcia@sfdpw.org)>  
**Subject:** Fw: Receipt of Notice for new PCS over \$100K PSC # 44755 - 18/19

Marilyn, FYI. Are you still involved in review and approval?

We thought we would keep this project in-house, but given staffing changes on Lourdes's team, she and I discussed and were concerned we wouldn't have capacity to meet the aggressive schedule. The temp drafting service is moving forward but not on board yet.



Rachel Alonso, MCP  
Project Manager

Building Design & Construction | San Francisco Public Works | City and County of San Francisco

**From:** Alonso, Rachel (DPW)

**Sent:** Thursday, July 11, 2019 10:37 PM

**To:** [amakayan@ifpte21.org](mailto:amakayan@ifpte21.org); [ecassidy@ifpte21.org](mailto:ecassidy@ifpte21.org); [WendyWong26@yahoo.com](mailto:WendyWong26@yahoo.com); [WendyWong26@yahoo.com](mailto:WendyWong26@yahoo.com); [tmathews@ifpte21.org](mailto:tmathews@ifpte21.org); [kschumacher@ifpte21.org](mailto:kschumacher@ifpte21.org); [kpage@ifpte21.org](mailto:kpage@ifpte21.org); [eerbach@ifpte21.org](mailto:eerbach@ifpte21.org); [pkim@ifpte21.org](mailto:pkim@ifpte21.org); [L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org); DHR-PSCCoordinator, DHR (HRD)

**Cc:** Burns, Alexander (DPW); Macaranas, Belle (DPW)

**Subject:** Re: Receipt of Notice for new PCS over \$100K PSC # 44755 - 18/19

Hello Local 21 representatives,

I am respectfully requesting a waiver of the 30-day union review period for the subject PSC. When the PSC was submitted on June 17th, I believed the normal process and timeline would be acceptable for the project schedule. I was glad to allow the union the standard review period. However, I found out today that there is an urgent need to enter into a contract for a shelter replacement project. Given the state of homelessness in the City (more details of which are below), as well as the original submission date of 6/17, I am hoping you are open to granting this waiver. I hope this is the last of such requests I will make of you.

Architectural consultant services are urgently needed for design of a new shelter replacement site. Since 2016, the Board of Supervisors has passed legislation declaring a shelter crisis in San Francisco and waiving certain contracting requirements for shelter site projects (Ordinance 57-16, enacted 4/22/16; Ordinance 97-17, enacted 5/17/17; Ordinance 29-18, enacted 3/1/18; and a forthcoming ordinance to be heard by the Rules Committee later this month). In that time, the shelter crisis has grown: in January 2015, there were 6,686 individuals in San Francisco who were homeless. According to the January 2017 Point in Time Homeless Count administered by the Department of Homelessness and Supportive Housing (HSH), there were approximately 7,499 people experiencing homelessness in San Francisco on a single night. Recently released data from the count on January 24, 2019, revealed the new population to be 8,011 people, marking a 17% increase.

On 10/2/18, Mayor London Breed declared her intent that the City add 1,000 new shelter beds for people experiencing homelessness by the end of 2020. This request is related to 200 of those beds which will replace a 120-bed facility set to shut down December 2019. Without a waiver of the 30-day review period, move-in will be delayed, leaving more people sleeping outside. Given the aggressive and accelerated schedule, San Francisco Public Works has elected to use the design-build project delivery method. We will enter into a contract directly with a general contractor, who will hire and be responsible for the design team. This will foster a seamless transition from design to construction and allow the City to make smart

design decisions informed by cost, constructibility, and schedule concerns. Public Works architects and engineers are currently developing the concept plan for the site and bridging documents for the design-build team.

If you have any questions, you can reach me via email ([rachel.alonso@sfdpw.org](mailto:rachel.alonso@sfdpw.org)) or by calling 415.557.4784. I am a proud member of Local 21, officially joining last year after the Janus ruling. I believe the homelessness epidemic has been exacerbated by increased economic insecurity stemming from the decline in unionization in this country. I would never try to limit union rights or review if it weren't for the true emergency nature of this work. Thank you for considering this request to help San Francisco provide shelter to more people sooner.

In order to be scheduled for the 8/5 CSC meeting, rather than 8/17, the Citywide PSC Coordinator requires San Francisco Public Works obtain the waiver by Monday, July 15, 2019 at the latest.



Rachel Alonso, MCP

Project Manager

Building Design & Construction | San Francisco Public Works | City and County of San Francisco

30 Van Ness, 4<sup>th</sup> floor | San Francisco, CA 94102 | [415.557.4784](tel:415.557.4784) | [sfpublicworks.org](http://sfpublicworks.org) · [twitter.com/sfpublicworks](https://twitter.com/sfpublicworks)

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**From:** Burns, Alexander (DPW)

**Sent:** Thursday, July 11, 2019 2:12 PM

**To:** Alonso, Rachel (DPW)

**Subject:** FW: Receipt of Notice for new PCS over \$100K PSC # 44755 - 18/19

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

From: [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) <[dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org)> On Behalf Of [alexander.burns@sfdpw.org](mailto:alexander.burns@sfdpw.org)

Sent: Monday, June 17, 2019 10:39 AM

To: Burns, Alexander (DPW) <[alexander.burns@sfdpw.org](mailto:alexander.burns@sfdpw.org)>; [amakayan@ifpte21.org](mailto:amakayan@ifpte21.org); [ecassidy@ifpte21.org](mailto:ecassidy@ifpte21.org); [WendyWong26@yahoo.com](mailto:WendyWong26@yahoo.com); [wendywong26@yahoo.com](mailto:wendywong26@yahoo.com); [tmathews@ifpte21.org](mailto:tmathews@ifpte21.org); [kschumacher@ifpte21.org](mailto:kschumacher@ifpte21.org); [kpage@ifpte21.org](mailto:kpage@ifpte21.org); [eerbach@ifpte21.org](mailto:eerbach@ifpte21.org); [pkim@ifpte21.org](mailto:pkim@ifpte21.org); [L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org); Macaranas, Belle (DPW) <[belle.macaranas@sfdpw.org](mailto:belle.macaranas@sfdpw.org)>; DHR-PSCCoordinator, DHR (HRD) <[dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org)>  
Subject: Receipt of Notice for new PCS over \$100K PSC # 44755 - 18/19

-RECEIPT for Union Notification for PSC 44755 - 18/19 more than \$100k

The GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW has submitted a request for a Personal Services Contract (PSC) 44755 - 18/19 for \$1,000,000 for Initial Request services for the period 05/01/2019 – 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/13214> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

## **Additional Attachment(s)**

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

Department: GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPWDept. Code: DPWType of Request:  Initial  Modification of an existing PSC (PSC # \_\_\_\_\_)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: Design-Build Services for 200-bed Shelter Access for Everyone (SAFE) CenterFunding Source: ERAF Set Aside for HomelessnessPSC Amount: \$900,000PSC Est. Start Date: 04/01/2019PSC Est. End Date 09/30/2020**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

This request is for the design portion of design-build services for the design and construction of a SAFE Center at Sea Wall Lot 330. The Contractor will provide all design, construction, and related services necessary for the successful delivery of a 200-bed temporary homeless shelter. Public Works is managing this work on behalf of our client, San Francisco Department of Homelessness and Supportive Housing (HSH), on Port property along the Embarcadero.

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

This service is necessary for expediently delivering a homeless shelter site. If it is not approved, there will be major delays to completion of the project and the occupancy will be delayed until the services are rendered, leaving people living on the streets for longer. Homelessness is at a crisis level in San Francisco. According to the January 2017 Point in Time Homeless Count administered by HSH, there were approximately 7,499 people experiencing homelessness in San Francisco on a single night.

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

This is a project-specific service for a one-time project and has not been provided for in the past.

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

No

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

not applicable

**2. Reason(s) for the Request****A. Indicate all that apply (be specific and attach any relevant supporting documents):**

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

**B. Explain the qualifying circumstances:**

Services will be utilized for homeless shelter site capital projects.

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

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

B. Which, if any, civil service class(es) normally perform(s) this work? 5268, Architect; 5502, Project Manager 1; 5504, Project Manager 2; 5506, Project Manager 3; 5508, Project Manager 4;

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

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

Design-build opportunities do not exist within the City. City architectural staff performed preliminary concept studies and are authoring design-build criteria for publication with the RFP. City architectural staff will perform technical reviews during design, and City construction management staff will inspect the construction.

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

A. Explain why civil service classes are not applicable.

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

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

**6. Additional Information**

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.  
No. Few City projects require architects and engineers working on behalf of a licensed General Contractor (Design-Build contractual arrangement). This is a specialized and infrequent task necessitated by this particular project. This special one-time City project for the design, construction, and related services necessary for the delivery of a 200 bed temporary homeless shelter is over and beyond the capacity which our current City workforce can accomplish in a short span given the emergent need of our homeless population.

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

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

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

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



7. **Union Notification:** On 03/06/2019, the Department notified the following employee organizations of this PSC/RFP request:

Architect & Engineers, Local 21; Professional & Tech Engrs, Local 21; Professional & Tech Engrs, SFAPP

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

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

Address: 1155 Market St. 4th floor San Francisco, CA 94102

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 44479 - 18/19

DHR Analysis/Recommendation:

action date: 04/01/2019

Commission Approval Required

Approved by Civil Service Commission with conditions

04/01/2019 DHR Approved for 04/01/2019

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

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION

Dept. Code: AIR

Type of Request:  Initial  Modification of an existing PSC (PSC # 43708 - 16/17)

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

Type of Service: Consulting Services related to Airport's Noise Insulation Program

Funding Source: Airport Operating Funds and FAA

PSC Original Approved Amount: \$2,500,000 PSC Original Approved Duration: 01/01/17 - 12/31/22 (6 years)

PSC Mod#1 Amount: \$5,000,000 PSC Mod#1 Duration: 01/01/23-12/31/23 (1 year)

PSC Cumulative Amount Proposed: \$7,500,000 PSC Cumulative Duration Proposed: 7 years

**1. Description of Work**

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

San Francisco International Airport (SFO) is seeking a qualified consultant for support on the Noise Insulation Program particularly on tasks such as: review of County records and updated noise impact boundaries to identify properties that may qualify for noise insulation improvements, coordination of aircraft noise easement acquisitions and recording, coordination of noise insulation design and construction work, handling inquiries from property owners regarding eligibility for noise insulation improvements funded by the Federal Aviation Administration (FAA) and the Airport, and preparation of outlay reports for FAA grant reimbursements.

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

This service is necessary to ensure that the Airport continues to meet all requirements set forth under the California Code of Regulations, Title 21, Chapter 2.5, Sub-chapter 6, Section 5012 on Noise Standards.

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 PSC 43708-16/17

D. Will the contract(s) be renewed?

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

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

The original term of the contract is for three years and two (1) year options.

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

A. Display all that apply

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

Explain the qualifying circumstances:

In the past, administration and management of noise insulation work and easement acquisition have been the responsibility of the County of San Mateo and the various cities in the noise-impacted areas. However, in recent and future phases of the Airport's Noise insulation Program, the cities and County of San Mateo are relinquishing their role, and SFO has recently and will keep coordinating these activities. These activities are intermittent by nature and for these circumstances they are required on an as-needed basis.

B. Reason for the request for modification:

The reason for the modification is to exercise the first option to extend the contract agreement with the contractor as the Noise Insulation Program (NIP) has been expanded in order to provide acoustic treatment to a larger number of properties than originally planned. Consulting services are needed to continue with the Airport's residential Noise Insulation Program.

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

- A. Specify required skills and/or expertise: Successful experience in administration and management of aircraft noise insulation programs in communities near commercial airports in the United States, particularly in California, including coordination of design and construction of noise insulation improvements, experience on acquisition of aircraft noise easements, and solid understanding of the State of California Noise Standards for Airports.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5264, Airport Noise Abatement Spec; 5271, Sr Airport Noise Abatement Spe; 0932, Manager IV;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No

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

Not Applicable

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

- A. Explain why civil service classes are not applicable.  
Current civil service classes are not applicable because none have the specialized services required for this work. The work needs professionals with experience in administration and management of aircraft noise insulation programs, particularly related to commercial airports in California on an as-needed basis.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No, this project requires work on an "as-needed basis" as requests are made from homeowners in the impacted areas.

**6. Additional Information**

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

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

**7. Union Notification:** On 05/09/19, the Department notified the following employee organizations of this PSC/RFP request:  
SEIU 1021 Miscellaneous; Municipal Executive Association;

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

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

Address: PO Box 8097, San Francisco, CA 94128

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 43708 - 16/17

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 08/05/2019

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

## Choi, Suzanne (HRD)

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**From:** dhr-psccordinator@sfgov.org on behalf of cynthia.avakian@flysfso.com  
**Sent:** Thursday, May 09, 2019 1:26 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; ablood@cirseiu.org; xiumin.li@seiu1021.org; Poon, Sin Yee (HSA); david.canham@seiu1021.org; jtanner940@aol.com; camaguey@sfmea.com (contact); Christina@sfmea.com; staff@sfmea.com; Ricardo Valle (AIR); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Modification Request to PSC # 43708 - 16/17 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The AIRPORT COMMISSION -- AIR has submitted a modification request for a Personal Services Contract (PSC) for \$5,000,000 for services for the period January 1, 2023 – December 31, 2023. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

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

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/12911>

Email sent to the following addresses: staff@sfmea.com Christina@sfmea.com Camaguey@sfmea.com jtanner940@aol.com david.canham@seiu1021.org Sin.Yee.Poon@sfgov.org xiumin.li@seiu1021.org ablood@cirseiu.org davidmkersten@gmail.com ted.zarzecki@seiu1021.net pscreview@seiu1021.org Wendy.Frigillana@seiu1021.org pcamarillo\_seiu@sbcglobal.net Kbasconcillo@sflower.org Ricardo.lopez@sfgov.org

## **Additional Attachment(s)**



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

Department: AIRPORT COMMISSION -- AIRDept. Code: AIRType of Request:  Initial  Modification of an existing PSC (PSC # \_\_\_\_\_)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: Consulting Services related to Airport's Noise Insulation ProgramFunding Source: Airport Operating Funds and FAAPSC Amount: \$2,500,000PSC Est. Start Date: 01/01/2017 PSC Est. End Date 12/31/2022**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

San Francisco International Airport (SFO) is seeking a qualified consultant for support on the Noise Insulation Program particularly on tasks such as: review of County records and updated noise impact boundaries to identify properties that may qualify for noise insulation improvements, coordination of aircraft noise easement acquisitions and recording, coordination of noise insulation design and construction work, handling inquiries from property owners regarding eligibility for noise insulation improvements funded by the Federal Aviation Administration (FAA) and the Airport, and preparation of outlay reports for FAA grant reimbursements.

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

This service is necessary to ensure that the Airport continues to meet all requirements set forth under the California Code of Regulations, Title 21, Chapter 2.5, Sub-chapter 6, Section 5012 on Noise Standards.

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

This service has been provided under PSC 4068-08/09

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

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

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

The original term of the contract will be for three years with two (1) year options.

**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:**

In the past, administration and management of noise insulation work and easement acquisition have been the responsibility of the County of San Mateo and the various cities in the noise-impacted areas. However, in recent and future phases of the Airport's Noise insulation Program, the cities and County of San Mateo are relinquishing their role, and SFO has recently and will keep coordinating these activities. These activities are intermittent by nature and for these circumstances they are required on an as-needed basis.

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

A. Specify required skills and/or expertise: Successful experience in administration and management of aircraft noise insulation programs in communities near commercial airports in the United States, particularly in

California, including coordination of design and construction of noise insulation improvements, experience on acquisition of aircraft noise easements, and solid understanding of the State of California Noise Standards for Airports.

B. Which, if any, civil service class(es) normally perform(s) this work? 5264, Airport Noise Abatement Spec; 5271, Sr Airport Noise Abatement Spe; 0932, Manager IV;

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

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

No efforts have been made given the specialized nature of the work.

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

A. Explain why civil service classes are not applicable.

Current civil service classes are not applicable because none have the specialized services required for this work. The work needs professionals with experience in administration and management of aircraft noise insulation programs, particularly related to commercial airports in California on an as-needed basis.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, this project requires work on an "as-needed basis" as requests are made from homeowners in the impacted areas.

**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. Not applicable.

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

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

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

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

**7. Union Notification:** On 07/22/2016, the Department notified the following employee organizations of this PSC/RFP request:  
Municipal Executive Association; 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@flysfo.com

Address: PO Box 8097 San Francisco, CA 94128

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 43708 - 16/17

DHR Analysis/Recommendation:

action date: 11/07/2016

Commission Approval Required

Approved by Civil Service Commission

11/07/2016 DHR Approved for 11/07/2016

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - CITY ADMIN

Dept. Code: ADM

Type of Request:  Initial  Modification of an existing PSC (PSC # 4080 12/13)

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

Type of Service: Seismic safety consulting services

Funding Source: Earthquake Safety Budget

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

PSC Original Approved Duration: 07/01/13 - 07/01/17 (4 years 1 day)

PSC Mod#1 Amount: \$325,000

PSC Mod#1 Duration: 07/02/17-07/01/19 (2 years)

PSC Mod#2 Amount: no amount added

PSC Mod#2 Duration: 07/01/19-07/31/19 (4 weeks 2 days)

PSC Cumulative Amount Proposed: \$1,325,000

PSC Cumulative Duration Proposed: 6 years 4 weeks

**1. Description of Work**

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

The City is seeking Consultants with proven expertise and experience in one or more of the multiple facets of earthquake hazard mitigation incorporated in, or necessary to accomplish, the Community Action Plan for Seismic Safety (CAPSS) Earthquake Safety Implementation Program work plan. This will include the implementing the mandatory soft story retrofit ordinance by training city staff to implement cutting edge technical standards that have recently been published, assist in as needed seismic engineering consultation and developing future standards for seismic performances of various occupancies' such as private schools.

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

This process allows the City to tap world leading professionals in this area of expertise. Consequences of denial would be ignoring the imminent threat of an expected and overdue seismic event which could potentially result in several billion dollars of damage to both public and private buildings. A recent study by the Federal Emergency Management Agency (FEMA) Multi-hazard Mitigation Council shows "that each dollar spent on mitigation saves an average of four dollars

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.

By contract

D. Will the contract(s) be renewed?

Unknown

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

We request one additional month to complete some work remaining.

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

A. Display all that apply

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

Explain the qualifying circumstances:

A wide variety of skills are required to perform tasks required including multiple engineering specialties at a high level, seismology, geotechnical, and finance cost/benefit assessments.

B. Reason for the request for modification:

To add one month to duration

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

A. Specify required skills and/or expertise: Technical and policy development as well as program research and support such as the implementation of new technical standards used to model existing structures in seismic events, researching the socio-economic impacts of seismic upgrades on economically disadvantaged residents and development of Neighborhood Support Centers throughout San Francisco.

B. Which, if any, civil service class(es) normally perform(s) this work? 5214, Building Plans Engineer; 5218, Structural Engineer; 5219, Senior Structural Engineer; 6331, Building Inspector;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: To be determined. In some cases demonstration laboratories may be used such as "shake tables" which simulate a seismic event. The laboratories would be used by consultants for their research would not be provided to the City.

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

No civil service classes have the specialized knowledge base and skills of the leading earthquake professionals required for this work. This information is rapidly changing and advancing and can only be done by outside contract by these specialists and managed by ESIP staff within the city.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. This is a 5 year project and these skills will likely not be needed after this consulting period. Additionally, the specialized skills required will change during the different phases of the project.

**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.

Training will consist of teaching new technical standards to the Department of Building Inspection (DBI) plan check and inspection staff. Largely DBI will be tasked with the plan review and physical inspection of new mandatory seismic upgrades and currently they have not been trained to review these projects using the new FEMA adopted standards. Approximately 80 employees would learn these new standards. They would be typically be DBI plan check staff such as structural engineer classes 5214, 5218 and 5219 and building inspector classes such as 6331, 6333 and 6334

- 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.

The current contractor will continue their seismic safety work

**7. Union Notification:** On 06/26/19, the Department notified the following employee organizations of this PSC/RFP request:

Architect & Engineers, Local 21;

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

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

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 4080 12/13

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 08/05/2019

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

## Lubamersky, Joan (ADM)

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**From:** dhr-psccordinator@sfgov.org on behalf of joan.lubamersky@sfgov.org  
**Sent:** Wednesday, June 26, 2019 1:54 PM  
**To:** Lubamersky, Joan (ADM); ecassidy@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Modification Request to PSC # 4080 12/13 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The GENERAL SERVICES AGENCY - CITY ADMIN -- ADM has submitted a modification request for a Personal Services Contract (PSC) for \$0 for services for the period July 1, 2019 -- July 31, 2019. 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/8761>

Email sent to the following addresses: L21PSCReview@ifpte21.org pkim@ifpte21.org eerbach@ifpte21.org kpage@ifpte21.org kschumacher@ifpte21.org tmathews@ifpte21.org wendywong26@yahoo.com WendyWong26@yahoo.com ecassidy@ifpte21.org



## Choi, Suzanne (HRD)

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**From:** Donnelly, Edward (DBI)  
**Sent:** Thursday, July 11, 2019 3:21 PM  
**To:** Lubamersky, Joan (ADM); sfbia14@gmail.com; DHR-PSCCoordinator, DHR (HRD)  
**Cc:** Mark Leach  
**Subject:** RE: Personal Services Contract (PSC) modification adding 4 weeks and two days PSC 4080 12.13 - Request to Waive Notice

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

Good Afternoon Ms. Lubamersky,

I have reviewed the extension request to PSC 4080 12.13 and have discussed it with Mark Leach, our Teamsters 856 representative (Union affiliate). Neither the BIASF nor the Teamsters have any objections to this request and we are both agreeing to waive the 30 day notice requirement.

Best Regards,

*Edward T. Donnelly*

Building Inspector  
City and County of San Francisco  
Department of Building Inspection  
Disaster Coordination Unit, Rm. #3001  
1660 Mission St, 3<sup>rd</sup> Floor  
San Francisco, CA 94103-2414  
(415) 558-6010

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**From:** Lubamersky, Joan (ADM)  
**Sent:** Thursday, July 11, 2019 2:25 PM  
**To:** sfbia14@gmail.com; Donnelly, Edward (DBI) <edward.donnelly@sfgov.org>; DHR-PSCCoordinator, DHR (HRD) <dhr-pscordinator@sfgov.org>  
**Subject:** Fwd: Personal Services Contract (PSC) modification adding 4 weeks and two days PSC 4080 12.13 - Request to Waive Notice

Hello. I just left a voicemail message for you

I was calling to follow up my email in which I asked that you consider waiving the regular 30 day notice on this minor extension of a contract approval for our Resilience and Capital Planning Office.

If you have no objection, please Reply All and so indicate.

I am not in the office today or tomorrow, so email is the best way to reach me.

Thank you.

Best regards,

Joan Lubamersky

Sent from my iPhone

Begin forwarded message:

**From:** "Lubamersky, Joan (ADM)" <[joan.lubamersky@sfgov.org](mailto:joan.lubamersky@sfgov.org)>  
**Date:** July 10, 2019 at 3:16:32 PM PDT  
**To:** "[sfbia14@gmail.com](mailto:sfbia14@gmail.com)" <[sfbia14@gmail.com](mailto:sfbia14@gmail.com)>, "Donnelly, Edward (DBI)" <[edward.donnelly@sfgov.org](mailto:edward.donnelly@sfgov.org)>  
**Cc:** "'DHR-PSCCoordinator, DHR ([dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org))'" <[dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org)>  
**Subject:** Personal Services Contract (PSC) modification adding 4 weeks and two days PSC 4080 12.13 - Request to Waive Notice

Hello Mr. Donnelly.

As I wrote in my email and memorandum sent a few minutes ago, we were recently advised that we should notify you of our proposed short extension of PSC 4080 12.13. We posted this notice on the City's online database for PSCs.

We would like this Personal Services Contract to be heard at the Civil Service Commission of August 5, 2019. This is a shorter time than the usual 30 day notice provided to unions of a proposed PSC.

I am writing to request that the Building Inspectors Association of San Francisco waive this 30 day notice period to allow the PSC to move forward for consideration on August 5.

Please let me know if you have any questions.

Thank you very much for your consideration.

Best regards,

Joan

*Joan Lubamersky*  
General Services Agency-Office of the City Administrator  
City Hall  
One Carlton B. Goodlett Place, Room 362  
San Francisco, CA 94102  
Direct: 1-415-554-4859  
Direct: Main 1-415-554-4148 or 1-415-554-4851  
Fax: 1-415-554-4849



OFFICE OF THE  
CITY ADMINISTRATOR



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

July 10, 2019

MEMORANDUM

TO: Ed Donnelly  
Building Inspectors Association of San Francisco

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

SUBJ: Proposed four week and two days extension  
Personal Services Contract (PSC) Number 4080 12.13

The Office of Resilience and Capital Planning of the City and County of San Francisco proposes to add four weeks and two days to the duration of a Personal Services Contract (PSC) they have to perform seismic safety engineering and consulting services with a focus on defining building performance, conceiving policy and regulation options to support the resilience goals of the City and recommend code, policy, and procedural improvements that pertain to tall buildings of all construction types and constructed on all San Francisco soil types, consistent with the City's expectations and goals.

It has come to our attention that the Building Inspectors Association did not receive a notice of this contract when it was originally proposed. We have been advised to send this notice to you concerning this short time extension.

Please see the PSC Form 1 attached.

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

Thank you for your consideration.

Attachment: PSC Form 1

## **Additional Attachment(s)**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - CITY ADMIN Dept. Code: ADM

Type of Request: [ ] Initial [x] Modification of an existing PSC (PSC # 4080 12/13)

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

Type of Service: Seismic safety consulting services

Funding Source: Earthquake Safety Budget

PSC Original Approved Amount: \$1,000,000 PSC Original Approved Duration: 07/01/13 - 07/01/17 (4 years 1 day)

PSC Mod#1 Amount: \$325,000 PSC Mod#1 Duration: 07/02/17-07/01/19 (2 years)

PSC Mod#2 Amount: PSC Mod#2 Duration:

PSC Cumulative Amount Proposed: \$1,325,000 PSC Cumulative Duration Proposed: 6 years 1 day

1. Description of Work

A. Scope of Work:

The City is seeking Consultants with proven expertise and experience in one or more of the multiple facets of earthquake hazard mitigation incorporated in, or necessary to accomplish, the Community Action Plan for Seismic Safety (CAPSS) Earthquake Safety Implementation Program work plan. This will include the implementing the mandatory soft story retrofit ordinance by training city staff to implement cutting edge technical standards that have recently been published, assist in as needed seismic engineering consultation and developing future standards for seismic performances of various occupancies' such as private schools.

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

This process allows the City to tap world leading professionals in this area of expertise. Consequences of denial would be ignoring the imminent threat of an expected and overdue seismic event which could potentially result in several billion dollars of damage to both public and private buildings. A recent study by the Federal Emergency Management Agency (FEMA) Multi-hazard Mitigation Council shows "that each dollar spent on mitigation saves an average of four dollars

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

Services have been provided in the past through earlier PSC request. See 4080 12/13

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

2. Union Notification: On 04/11/17, 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# 4080 12/13

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 04/27/2017

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

A. Specify required skills and/or expertise:

Technical and policy development as well as program research and support such as the implementation of new technical standards used to model existing structures in seismic events, researching the socio-economic impacts of seismic upgrades on economically disadvantaged residents and development of Neighborhood Support Centers throughout San Francisco.

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

6331,5214,5218,5219,

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

To be determined. In some cases demonstration laboratories may be used such as "shake tables" which simulate a seismic event. The laboratories would be used by consultants for their research would not be provided to the City.

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

A. Explain why civil service classes are not applicable:

No civil service classes have the specialized knowledge base and skills of the leading earthquake professionals required for this work. This information is rapidly changing and advancing and can only be done by outside contract by these specialists and managed by ESIP staff within the city.

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

No. This is a 5 year project and these skills will likely not be needed after this consulting period. Additionally, the specialized skills required will change during the different phases of the project.

**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? Vendor will work with DBI to develop recommendations for policy makers.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C. Are there legal mandates requiring the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D. Are there federal or state grant requirements regarding the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
E. Has a board or commission determined that contracting is the most effective way to provide this service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? The current contractor will continue their seismic safety work	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

ON 04/11/17 BY:

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

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



**CIVIL SERVICE COMMISSION**  
**CITY AND COUNTY OF SAN FRANCISCO**

EDWIN M. LEE  
MAYOR

*PSC*  
*4080 12/13*

March 8, 2013

**NOTICE OF CIVIL SERVICE COMMISSION ACTION**

KATE FAVETTI  
PRESIDENT

**SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACT NUMBERS 4074-12/13 THROUGH 4080-12/13; 4057-11/12; 4140-07/08; 3040-11/12; 4138-09/10; 4043-04/05; 4038-11/12.**

SCOTT R. HELDFOND  
VICE PRESIDENT

At its meeting of March 4, 2013 the Civil Service Commission had for its consideration the above matter.

MARY Y. JUNG  
COMMISSIONER

**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.*

E. DENNIS NORMANDY  
COMMISSIONER

The Commission:

1. Adopted the report; Approved the request for approval of PSC# 3040-12/13 as amended to reflect contract duration of five years instead of seven. Notified the Office of the Controller and the Office of Contract Administration.
2. Continued PSC# 4138-09/10 to a later meeting after the department has gone back to the Public Utilities Commission to get clarification on the Public Utilities Commission's resolution.
3. Continued PSC # 4038-11/12 after the department has re-posted the contract to reflect the correct ending date.
4. Adopted the report; Approved the requests for all remaining contracts. Notified the Office of the Controller and the Office of Contract Administration.

JENNIFER C. JOHNSTON  
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.

CIVIL SERVICE COMMISSION

JENNIFER JOHNSTON  
Executive Officer

Attachment

- c: Cynthia Avaldian, Airport Commission  
Parveen Boparai, Municipal Transportation Agency  
Jeanne Bujick, Department of Human Resources  
Micki Callahan, Human Resources Director  
Leorah Dang, Department of Human Resources  
Kendall Gary, Technology Department  
Shamica Jackson, Public Utilities Commission  
Rebekah Krell, Art Commission  
Sheila Layton, Juvenile Probation  
Joan Lubamersky, General Services Agency  
Shawn Wallace, San Francisco Police Department  
Commission File  
Commissioners' Binder  
Chron

**POSTING FOA**

03/04/2013

**PROPOSED PERSONAL SERVICES CONTRACTS - Regular**

PSC No	Dept No.	Dept Name	Approval Type	Contract Amount	Description of Work	Duration
4080-12/13	70	General Services Agency	Regular	\$1,000,000	The City is seeking Consultants with proven expertise and experience in one or more of the multiple facets of earthquake hazard mitigation incorporated in, or necessary to accomplish, the Community Action Plan for Seismic Safety (CAPSS) Earthquake Safety Implementation Program work plan. This will include the implementing the mandatory soft story retrofit ordinance by training city staff to implement cutting edge technical standards that have recently been published, assist in as needed seismic engineering consultation and developing future standards for seismic performances of various occupancies' such as private schools.	7/1/2013 - 7/1/2017

**Total Amount - Regular: \$11,140,000**