



London Breed
Mayor

Micki Callahan
Human Resources Director

Date: July 20, 2018

To: The Honorable Civil Service Commission

Through: Micki Callahan *MC*
Human Resources Director

From: Rod Goree/Amy Nuque, MTA
Joan Lubamersky, ADM
Melissa Ng, CON
Shamica Jackson/Bill Irwin, PUC
Cynthia Avakian, AIR
Jacquie Hale, DPH

Subject: **Personal Services Contracts Approval Request**

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

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

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

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

Total of this Report	YTD Expedited Approvals FY2018-2019	Total for FY2018-2019
\$93,988,200	\$123,109,300	\$380,945,878

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Contracts Administration Unit
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Jacquie Hale
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POSTING FOR**August 06, 2018****PROPOSED PERSONAL SERVICES CONTRACTS – REGULAR****Commission Hearing Date**

2018-08-06

APPLY

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
42643 - 17/18	MUNICIPAL TRANSPORTATION AGENCY	\$688,200.00	The Transit Corridors Study will identify and prioritize the next pipeline of public transportation investments for San Francisco. This study will identify priority transit corridors, make recommendations for mode and service characteristics, estimate the projects' benefits and costs, and prioritize investments. The study's findings will be incorporated into the San Francisco Transportation Plan and regional Plan Bay Area.	October 1, 2018	October 1, 2001	REGULAR
42421 - 17/18	MUNICIPAL TRANSPORTATION AGENCY	\$9,800,000.00	The contractor will lease, service and dispose of all tires used by the San Francisco Municipal Railway (SFMTA) on all rubber-tire revenue vehicles. SFMTA's rubber-tire revenue fleet is comprised of buses and trolleys that transport the public: diesel, hybrid buses, and electric trolleys. The contractor will be responsible for: manufacturing, procuring and transporting a sufficient supply of tires as required to guarantee continuity of service; processing Department of Transportation (DOT) forms; shipping and receiving, accounting and inventory control; mounting and dismounting tires on and from the rims, balancing tires, changing wheels/rims, maintaining proper tire pressure; recapping rear tires; providing emergency road-side service 24-hour/7 days-a-week; conducting monthly maintenance checks on all tires; providing required tools and equipment not furnished by SFMTA; and performing in-depth tracking of the tires through all stages, including the federally-regulated disposal of thousands of tires. In addition, the contractor is responsible for following all federally- mandated regulations and guidelines and maintaining all required licenses.	October 1, 2018	September 30, 2021	REGULAR
46976 - 17/18	GENERAL SERVICES AGENCY - CITY ADMIN	\$250,000.00	The contractor will conduct outreach and education targeting formula retail employers and employees covered by the Formula Retail Employee Rights Ordinances, also known as the Retail Worker Bill of Rights.	August 1, 2018	July 31, 2020	REGULAR
44746 - 17/18	CONTROLLER	\$2,000,000.00	Provide municipal financing advisory services to Office of Public Finance and other Controller's Office and City department staff in the following areas: general obligation bonds, certificates of participation, lease revenue bonds, Mello-Roos special tax bonds, tax allocation bonds, revenue bonds, tax-exempt commercial paper, special tax and fiscal consulting, and other forms of municipal financing.	July 1, 2018	June 30, 2023	REGULAR
33342 - 18/19	PUBLIC UTILITIES COMMISSION	\$500,000.00	The scope of services includes one annual preventative maintenance visit per instrument and unlimited emergency repair and telephone/online support for 9 Agilent-manufactured equipment items located at the Water Quality Division's Millbrae Drinking Water and Southeast Wastewater Laboratories. The instruments are owned by the San Francisco Public Utilities Commission (SFPUCC) and are used for regulatory analysis of City and County of San Francisco (CCSF) drinking and wastewater supplies.	July 1, 2018	June 30, 2021	REGULAR

TOTAL AMOUNT \$13,238,200

Published on *Personal Services Request Database* (<http://apps.sfgov.org/dhrdrupal>)[Home >](#)**Posting For August 06, 2018****Proposed Modifications to Personal Services Contracts****Commission Hearing Date**

2018-08-06

APPLY

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
4136 05/06 - MODIFICATIONS	August 6, 2018	AIRPORT COMMISSION -- AIR	\$0	\$360,000	Parking citation processing and adjudication services. These services include collection by mail, phone or web site, sending multiple reminder notices, placing Department of Motor (DMV) holds, conducting appeals and optional advanced collection efforts. In Fiscal Year 2004/5, the number of parking citations processed was 7,587 which is insufficient to hire a full-time person.	06/25/2018	06/30/2020	REGULAR
42017 - 14/15 - MODIFICATIONS	August 6, 2018	GENERAL SERVICES AGENCY - CITY ADMIN -- ADM	\$250,000	\$550,000	Strategic Planning For Relocation Assistance including preparation of relocation plans, study, and implementation of same; preparation of mandated notices, information brochures and other documents as required by state and/or federal Relocation Law; claim administration and recommendations; determination of eligibility for relocation benefits under applicable laws and guidelines; advisory assistance to those who are displaced; timely preparation and distribution of notices to vacate and other notices as required; provide both business and residential relocation services as necessary.	02/01/2015	01/31/2019	REGULAR
38403 - 17/18 - MODIFICATIONS	August 6, 2018	PUBLIC UTILITIES COMMISSION -- PUC	\$100,000	\$166,000	The proposed Executive Search Firm will conduct nationwide searches to fill the Assistant General Manager (AGM) position of Wastewater Enterprise (WWE) and the Deputy AGM of Power Enterprise. These two positions are critical at the San Francisco Public Utilities Commission (SFPUC). Staff from the proposed Executive Search Firm will meet with Executive Staff of the SFPUC to determine the core competencies, prepare a work plan with detailed timeline to conduct executive searches and identify top notch candidates.	12/01/2019	03/30/2020	REGULAR
41279 - 13/14 - MODIFICATIONS	August 6, 2018	PUBLIC HEALTH -- DPH	\$50,400,000	\$99,400,000	The purpose of this service is to provide fiscal administration for administrative infrastructure, including service delivery in support of programming for Department of Public Health (DPH) clients. This supports services, such as administrative services, and behavioral health treatment services, e.g. foster care mental health programming, substance abuse drug court, anchor programming and related other behavioral health services.	07/01/2018	12/31/2023	REGULAR
42422 - 16/17 - MODIFICATIONS	August 6, 2018	PUBLIC HEALTH -- DPH	\$30,000,000	\$52,000,000	Contractor(s) will provide temporary supplemental and backfill staffing and	06/21/2018	06/30/2023	REGULAR

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					consulting services for the Department of Public Health (DPH) during the Department's Electronic Health Record (EHR) project. DPH is in the process of acquiring and implementing a new enterprise-wide, integrated and hosted Electronic Health Record (EHR) System critical to the operations of its integrated care delivery network and ability to drive value for patients, families, and staff from a whole person care and population-based framework. The new system is intended to replace many of DPH's myriad of current systems, applications and databases used to support the planning, delivery, management, and accounting for patient/client/consumer care.			
45761 - 15/16 - MODIFICATIONS	August 6, 2018	PUBLIC HEALTH -- DPH	\$0	\$2,900,000	The contractor will develop, implement and report on surveys of Department of Public Health (DPH) patients and employees. Patient surveys will gather data and feedback from to increase DPH efforts to make care more patient-centered by identifying key areas for delivery system improvement and informing DPH efforts help patients manage their health. Patient experience data will also be used to compare health care quality by patients, providers, payers, policymakers and the general public, especially by patients wishing to compare provider information as they choose a provider. Workforce surveys will gather information and feedback from DPH employees measuring factors that contribute to overall job satisfaction, using on both paper and online methodologies, with a final statistical analysis and report back to DPH management. Surveys will be developed in partnership with DPH managers in order to customize them to DPH, with DPH retaining all data and reports.	07/01/2018	12/31/2023	REGULAR

TOTAL AMOUNT \$80,750,000

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

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: MUNICIPAL TRANSPORTATION AGENCY -- MTA

Dept. Code: MTA

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

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

Type of Service: Transportation Analysis, Cost Estimation, Project Prioritization

Funding Source: Operating Funds

PSC Amount: \$688,200

PSC Est. Start Date: 10/01/2018

PSC Est. End Date: 10/01/2001

1. Description of Work

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

The Transit Corridors Study will identify and prioritize the next pipeline of public transportation investments for San Francisco. This study will identify priority transit corridors, make recommendations for mode and service characteristics, estimate the projects' benefits and costs, and prioritize investments. The study's findings will be incorporated into the San Francisco Transportation Plan and regional Plan Bay Area.

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

Despite rapid growth in the past decade, San Francisco is approaching the end of its pipeline of transformative transportation investments and given the long time horizon for new projects, it is important to start planning immediately. The city will have no way of identifying the most important public transportation projects without this study.

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 long-range, citywide planning approach that integrates work at SFMTA with the Planning Department and the SFCTA has not been performed before in the city.

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).

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

B. Explain the qualifying circumstances:

The Transit Corridors study is intended to be completed within one year in order to meet external deadlines for the Regional Transportation Plan. The scope of the study includes many different skill areas. Some city staff has these skill areas, but they are scattered throughout many departments and divisions and have numerous other responsibilities. Some of these staff will assist in supervising the consultant team. This project is "as-needed" because we have been awarded \$688,000 in grant funding, which we do not always have available. Given the short timeframe for delivery, it would be an enormous addition to the workloads of city staff and will disappear once the project has been completed.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Transportation analysis and engineering services, ridership forecasting, design and decision analysis

B. Which, if any, civil service class(es) normally perform(s) this work? 5207, Assoc Engineer; 5241, Engineer; 5283, Planner 5; 5289, Transportation Planner III; 5290, Transportation Planner IV; 5502, Project Manager 1; 5504, Project Manager 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?

City staff in the classifications listed above will be involved in this planning effort. But the staff need is too high, broad, and short-term to complete entirely with internal staff.

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

A. Explain why civil service classes are not applicable.

This project has a very large staff need in a very short timeframe. The division is hoping to have the project complete by December 2019 in order to meet external deadlines for the Regional Transportation Plan. This is a one-off project and not a continuous program. Appropriate city staff in the classifications listed above will already be involved.

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 one-off project on a short time frame.

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, this contract is intended to augment staff expertise for a short-term planning need. There are no particular skills that will be passed along to city staff, but due to the grant-based funding and short timeframe, it is not practical to deliver this work using only city 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 06/04/2018, the Department notified the following employee organizations of this PSC/RFP request:
Professional & Tech Engrs, Local 21

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

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 42643 - 17/18

DHR Analysis/Recommendation:
Commission Approval Required
DHR Approved for 08/06/2018

Civil Service Commission Action:

Receipt of Union Notification(s)

Choi, Suzanne (HRD)

From: dhr-psccordinator@sfgov.org on behalf of amy.nuque@sfmta.com
Sent: Monday, June 04, 2018 4:03 PM
To: Nuque, Amy (MTA); tekpro49@comcast.net; WendyWong26@yahoo.com; wendywong26@yahoo.com; mathews.timothy@gmail.com; kschumacher@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Nuque, Amy (MTA); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 42643 - 17/18

RECEIPT for Union Notification for PSC 42643 - 17/18 more than \$100k

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a request for a Personal Services Contract (PSC) 42643 - 17/18 for \$688,200 for Initial Request services for the period 10/01/2018 – 10/01/2001. 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/11141> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: MUNICIPAL TRANSPORTATION AGENCY -- MTA

Dept. Code: MTA

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

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

Type of Service: Tire Lease and Associated Service - Muni Rubber Tire Revenue Fleet

Funding Source: Operating Funds

PSC Amount: \$9,800,000

PSC Est. Start Date: 10/01/2018 PSC Est. End Date 09/30/2021

1. Description of Work

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

The contractor will lease, service and dispose of all tires used by the San Francisco Municipal Railway (SFMTA) on all rubber-tire revenue vehicles. SFMTA's rubber-tire revenue fleet is comprised of buses and trolleys that transport the public: diesel, hybrid buses, and electric trolleys. The contractor will be responsible for: manufacturing, procuring and transporting a sufficient supply of tires as required to guarantee continuity of service; processing Department of Transportation (DOT) forms; shipping and receiving, accounting and inventory control; mounting and dismounting tires on and from the rims, balancing tires, changing wheels/rims, maintaining proper tire pressure; recapping rear tires; providing emergency road-side service 24-hour/7 days-a-week; conducting monthly maintenance checks on all tires; providing required tools and equipment not furnished by SFMTA; and performing in-depth tracking of the tires through all stages, including the federally-regulated disposal of thousands of tires. In addition, the contractor is responsible for following all federally-mandated regulations and guidelines and maintaining all required licenses.

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

SFMTA's revenue fleet requires between six to ten tires per vehicle, not including spares. SFMTA is not able to provide a large-scale tire program with specialized equipment in-house. It is common practice for transit agencies to lease tires rather than purchase them and to contract out all support services. This program also includes 24-hour/7 days-a-week emergency towing of large-scale vehicles. Denial of this contract would severely impact, if not ground, SFMTA's rubber-tire revenue fleet.

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 via the PSC #49377-13/14 (approved 04/17/17) and PSC #4122-08/09 (approved 03/09/09)

D. Will the contract(s) be renewed?

No

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

2. Reason(s) for the Request

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

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

B. Explain the qualifying circumstances:

The City lacks the scale of resources to facilitate the servicing of the tires on a revenue fleet the size that the SFMTA operates.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: To conduct a successful in-house tire program, skills and expertise are required in the following areas: manufacturing, purchasing, installation, mounting and dismounting of tires, Department of Transportation (DOT) and Department of the Environment (DOE) regulations, tire tracking expertise, including Original Equipment Manufacturer initiated product recalls and all related tracking and assistance, providing emergency road-side service on a 24-hour/7-days-a-week basis, knowledge of hazardous material acquisition and licensing requirements, etc.
- B. Which, if any, civil service class(es) normally perform(s) this work? 7381, Automotive Mechanic; 7382, Automotive Mechanic Asst Sprv; 7410, Automotive Service Worker; 7412, Auto Svc Wrk Asst Sprv;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, the contractor will provide air tools and all tire components required to mount, dismount, support and maintain large-scale rubber tires and all other necessary materials and equipment, including customized, lift-gate-equipped, emergency road-side service response/tow trucks.

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

There are no resources within the City to facilitate managing a tire servicing program on the scale required.

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 perform some of these services, but not at the level of capacity for large-scale multi-passenger vehicles. Civil service classifications do not manufacture large-scale tires and provide services in that capacity.
- 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. Civil Service classifications already exist. Due to the impracticality of bringing a large-scale tire program in-house, it is standard practice in the industry to lease tires and to outsource all related activities to the tire supplier.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
No. There will be no SFMT A staff engaged in the servicing of this contract. Therefore, no training of City personnel is required.
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.

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

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

7. **Union Notification:** On 06/08/2018, the Department notified the following employee organizations of this PSC/RFP request:
Automotive Machinists, Local 1414; Professional & Tech Engrs, Local 21; TWU - Automotive Service Worker; Transport Workers Union, L 200

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

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 42421 - 17/18

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 08/06/2018

Receipt of Union Notification(s)

Choi, Suzanne (HRD)

From: dhr-psccordinator@sfgov.org on behalf of amy.nuque@sfmta.com
Sent: Friday, June 08, 2018 11:24 AM
To: Nuque, Amy (MTA); local200twu@sbcglobal.net; tekpro49@comcast.net; WendyWong26@yahoo.com; wendywong26@yahoo.com; mathews.timothy@gmail.com; kschumacher@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; agonzalez@iam1414.org; speedy4864@aol.com; Nuque, Amy (MTA); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 42421 - 17/18

RECEIPT for Union Notification for PSC 42421 - 17/18 more than \$100k

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a request for a Personal Services Contract (PSC) 42421 - 17/18 for \$9,800,000 for Initial Request services for the period 10/01/2018 – 09/30/2021. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/11138> 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)



CONTRACT PROPOSAL (Indefinite Quantity)
 Office of Contract Administration
 Purchasing Division
 City and County of San Francisco
 City Hall, Room 430
 1 Dr. Carlton B. Goodlett Place
 San Francisco, CA 94102-4685

SIGN AND RETURN THIS PAGE

**71207
 Tire Lease
 and
 Associated
 Services-
 SFMTA
 Buses**

Bids will be opened in:

City Hall, Room 430, at 2 p.m., July 27, 2018

Sign and return this page with your proposal. Return other pages as indicated. Do not include sales or excise taxes in bid prices.

Upon receipt of a Contract Acceptance, the undersigned hereby agrees to furnish all articles or services within the dates specified, in the manner and at the prices stated, in accordance with the advertisement, specifications, proposal, and bid and contract conditions, all of which are made part of the contract proposal, and together, with the executed Contract Acceptance constitute the Contract between the City and the undersigned when authorized by a Purchase Order, City Blanket Purchase Order, or City Blanket Purchase Order Release certified by the Controller. In the event of any conflict between the contractual documents mentioned above, the order of precedence for resolving such conflict shall be: (1) Contract Acceptance; (2) City Purchase Order; (3) City Purchase Order Release.

Name under which business is conducted: _____

If you are in the City's Supplier file, enter your supplier number: _____

If you are not in the City's Supplier file, enter the following:

Mailing address: _____

City, State, ZIP: _____

Telephone: _____

E-mail address: _____

Print name: _____

Sign here: _____

Pre-bid Conference

A pre-bid conference will be held on **Thursday, July 12, 2018 at 9 a.m.**
 1 South Van Ness Ave., 6th Floor, Candlestick Conference Room, Room No. 6052,
 San Francisco, CA 94102

Tire Lease and Associated Services-SFMTA Buses
For the Term October 1, 2018 through September 30, 2021

BID AND CONTRACT CONDITIONS

Getting paid for goods and/or services from the City:

1. All City suppliers receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments.
2. Electronic payments are processed every business day and are safe and secure.
3. To sign up for electronic payments, visit <https://sfcitypartner.sfgov.org/>.
4. The following information is required to sign up:
 - a. The enroller must be their company's authorized financial representative,
 - b. The company's legal name, main telephone number and all physical and remittance addresses used by the company,
 - c. The company's U.S. federal employer identification number (EIN) or Social Security number (if they are a sole proprietor),
 - d. The company's bank account information, including routing and account numbers.

If you have questions, please email: sfcitypartner@sfgov.org

TERMS RELATED TO BIDDING

1. **When Bids are Due; Bid Opening Procedures.** Bids must be submitted before the time set for bid opening. Bids will be opened by Purchasing at the hour and place stated on the bid page of this bid in the presence of bidders who attend, and bid prices will be read upon request as time permits. Bidders may inspect the bids after award.
2. **Articles Furnished.** Articles and services must comply with applicable laws, ordinances and other legal requirements, including (among others) the Cal-OSHA regulations in Title 8 of the Code of Regulations and, for electrical products, Sections 110.2 and 110.3 (B) of the S.F. Electrical Code. In addition, if an electrical item has not been tested by a lab approved by City's Department of Building Inspection (DBI) or Department of Public Works (DPW), Contractor shall notify the requesting department before delivery by writing the department at the "Deliver to" address on the front of the Purchase Order. Approved testing labs are posted on Purchasing's website at <http://www.sfgov.org/oca/>. When a non-tested item is delivered, the department will request approval from DPW. If the department is unable to obtain approval, City reserves the right to cancel the transaction and return the item to Contractor, at no charge to City.
3. **Bidding on Separate Services and in the Aggregate.** Bidders may bid separately for any service unless otherwise provided. Bidders may make an offer on one, some or all services, unless otherwise provided.
4. **Prices.** Prices quoted must be fixed except as otherwise specified in this document. Any bid requiring receipt of order in less than 30 days will be unacceptable unless otherwise specified herein.

Tire Lease and Associated Services-SFMTA Buses
For the Term October 1, 2018 through September 30, 2021

BID AND CONTRACT CONDITIONS

5. **Awards; Rejection of Bids.** Purchasing may make awards on one, some or all services in a bid. Purchasing reserves the right to reject any and all bids.
6. **Cash Discounts; Terms of Payment.** Cash discount (discount for prompt payment) will not be taken into consideration in determining the low bid. However, cash discounts are encouraged and must meet the following conditions:
- Discount period must be at least 30 days. Example: "1%, 30 days. Net 31."
 - The maximum cash payment discount that will be considered when determining the lowest bid will be 2%.
 - The discount period will start upon date of completion or delivery of all services on any Purchase Order or other authorization certified by Controller, or upon date of receipt of properly prepared invoices covering such services, whichever is later.
 - Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the City's check or the date of direct deposit into supplier's bank account.

Whether or not the discount is taken into consideration in determining the low bid, it will be deducted from the invoice amount in accordance with the provisions above, unless otherwise provided by bidder. No additional charge shall accrue against City in the event that City does not make payment within any time specified by bidder.

7. **Sunshine Ordinance.** In accordance with Sec. 67.24(e) of the San Francisco Administrative Code, contracts, contractors' bids, responses to RFPs and all other records of communications between City and persons or firms seeking contracts shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

TERMS RELATED TO THE CONTRACT

8. **Contract Interpretation: Choice of Law/Venue; Assignment.** Should any questions arise as to the meaning and intent of the contract, the matter shall be referred to Purchasing, who shall decide the true meaning and intent of the contract. This contract shall be deemed to be made in, and shall be construed in accordance with the laws of the State of California; the venue for all claims arising out of this contract shall be in San Francisco. This contract may be assigned only with the written approval of Purchasing.
9. **Hold Harmless and Indemnification.** Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's performance of this Contract, including, but not limited to, Contractor's use of facilities or equipment provided by City

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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 in effect on or validly retroactive to the date of this Contract, 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 attorney's 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 in consequence of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Contract.

10. Failure to Deliver. If Contractor fails to deliver an article and/or service of the quality, in the manner or within the time called for by this Contract, such article and/or service may be bought from any source by Purchasing and if a greater price than the contract price be paid, the excess price will be charged to and collected from Contractor or sureties on its bond if bond has been required.

11. Budget and Fiscal Provisions. This Contract is subject to the budget and fiscal provisions of City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and 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 Contract 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 Contract 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 Contract 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 Contract.

12. Default; Remedies. 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 Contract or to seek specific performance of all or any part of this Contract. In addition, 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 Contract or any other contract between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such event of default and any liquidated damages due from Contractor pursuant to the terms of this Contract or any other contract. All remedies provided for in this Contract may be exercised individually or in combination with any other

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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.

13. Termination for Convenience. City shall have the option, in its sole discretion, to terminate this Contract, 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. In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City.

14. Guaranteed Maximum Costs. The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by City ordinances governing emergency conditions, the City and its employees and officers are not authorized to request Contractor to perform services or to provide materials, equipment and supplies that would result in Contractor performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract unless the contract is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. The City is not required to reimburse Contractor for services, materials, equipment or supplies that are provided by Contractor which are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract and which were not approved by a written amendment to the agreement having been lawfully executed by the City. The City and its employees and officers are not authorized to offer or promise to Contractor additional funding for the contract which would exceed the maximum amount of funding provided for in the contract for Contractor's performance under the contract. Additional funding for the contract in excess of the maximum provided in the contract shall require lawful approval and certification by the Controller of the City. The City is not required to honor any offered or promised additional funding for a contract which exceeds the maximum provided in the contract which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained. Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

15. Taxes

A. Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Contract, or the services delivered pursuant hereto, shall be the obligation of Contractor.

B. Contractor recognizes and understands that this Contract may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Contract 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:

(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;

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(2) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Contract 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 Contract. 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.

(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.

(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.

16. Use of City Opinion. Contractor shall not quote, paraphrase, or otherwise refer to or use any opinion of City, its officers or agents, regarding Contractor or Contractor’s performance under this Contract without prior written permission of Purchasing.

17. Nondiscrimination; Penalties

A. Contractor Shall Not Discriminate. In the performance of this Agreement, Contractor agrees not to discriminate against any employee, City and County employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person’s race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

B. Subcontracts. Contractor shall incorporate by reference in all subcontracts the provisions of §§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’s failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement. The entire San Francisco Administrative Code is available on the web at a site maintained by American Legal Publishing Corporation.

C. Nondiscrimination in Benefits. 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 bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and

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employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

D. Condition to Contract. As a condition to this Agreement, Contractor shall execute the “Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits” form (form CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contract Monitoring Division (formerly San Francisco Human Rights Commission).

E. Incorporation of Administrative Code Provisions by Reference. The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §§12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

18. Local Business Enterprise Utilization; Liquidated Damages

A. The LBE Ordinance. Contractor, shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the “LBE Ordinance”), provided such amendments do not materially increase Contractor's obligations or liabilities, or materially diminish Contractor's rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Contractor's willful failure to comply with any applicable provisions of the LBE Ordinance is a material breach of Contractor's obligations under this Agreement and shall entitle City, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Contractor shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

B. Compliance and Enforcement

(1) Enforcement. If Contractor willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this Agreement, or 10% of the total amount of this Agreement, or \$1,000, whichever is greatest. The Director of the City's Contract Monitoring Division (CMD) or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the “Director of CMD”) may also impose other sanctions against Contractor authorized in the LBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period

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of up to five years or revocation of the Contractor's LBE certification. The Director of CMD will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17. By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the CMD shall be payable to City upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City. Contractor agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of CMD or the Controller upon request.

19. MacBride Principles – Northern Ireland. Pursuant to San Francisco Administrative Code § 12F.5, the City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride principles.

20. Tropical Hardwood and Virgin Redwood Ban. The City and County of San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood product, virgin redwood or virgin redwood product. If this order is for wood products or a service involving wood products: (a) Chapter 8 of the Environment Code is incorporated herein and by reference made a part hereof as though fully set forth. (b) Except as expressly permitted by the application of Sections 802(B), 803(B), and 804(B) of the Environment Code, Contractor shall not provide any items to the City in performance of this Contract which are tropical hardwoods, tropical hardwood products, virgin redwood or virgin redwood products. (c) Failure of Contractor to comply with any of the requirements of Chapter 8 of the Environment Code shall be deemed a material breach of contract.

21. Resource Conservation. Contractor agrees to comply fully with the provisions of Chapter 5 of the San Francisco Environment Code ("Resource Conservation"), as amended from time to time. Said provisions are incorporated herein by reference.

22. Submitting False Claims; Monetary Penalties. Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code, is available on the web at a site maintained by American Legal Publishing Corporation. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (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.

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23. Liability of City. CITY'S PAYMENT OBLIGATIONS UNDER THIS CONTRACT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR UNDER THIS CONTRACT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT, 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 CONTRACT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS CONTRACT.

24. Drug-Free Workplace Policy. Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents, or assigns will be deemed a material breach of this Contract.

25. Compliance with Americans with Disabilities Act. Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Contract in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Contract and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Contract.

26. Compliance with Laws. Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Contract, 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.

27. Bid Protests. Bid protests for purchases of Services shall be submitted and responded to in accordance with Regulation 21.3(i) of the San Francisco Administrative Code, Chapter 21.

28. Food Service Waste Reduction Requirements. Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with this provision.

End of Bid and Contract Conditions

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These terms and conditions supplement the City's Bid and Contract Conditions. In the event of a conflict between these conditions and the preceding Bid and Contract Conditions, these conditions shall take precedence.

29. Contract term. The contract period shall be for approximately thirty-six (36) months. The term of this contract is the period from award execution date, approximately October 1, 2018, or the above stated term date, whichever is later, through the last day of the month of a thirty-six (36) month period.

30. Contract Extension. This contract may be extended, all or in part, for a period or periods up to one (1) year by mutual agreement in writing. The maximum annual extension shall not be more than one (1) year and the total contract period shall not be more than five (5) years.

31. Toll-Free Telephone Number. A contractor located outside of the City and County of San Francisco is encouraged to provide free telephone services for placing orders. This requirement can be met by providing a toll-free telephone number or accepting collect calls.

32. Cooperative agreement. Contractor agrees _____ or does not agree _____ (make a selection by an "X" mark) that during the term of this agreement and any authorized extension, the Director of Purchasing may allow other public agencies or non-profits made up of multiple public agencies to utilize this agreement to obtain some or all of the services and/or commodities to be provided by Contractor under the same terms and conditions as the City, pursuant to a Board of Supervisor Resolution.

33. LBE Ordinance (Not Used)

The requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance") do not apply to this contract because Chapter 14B does not apply to lease agreements.

34. Claim for preference (Not Used)

35. LBE bid discount; brokerage services (Not Used)

36. Chapter 14B requirements.

A. Subcontracting goals. The Contract Monitoring Division (CMD) has determined that there will be no LBE subcontracting goal since this contract proposal is for the leasing of tires.

B. LBE Participation. (Not Used)

C. CMD Forms to be Submitted with Proposal. No CMD 14B forms need to be submitted for this proposal.

37. 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 work under this Agreement. Contractor will permit City to audit, examine and make excerpts and transcripts from such

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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 less 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 conferred upon City by this Section.

38. Conflict of interest. Through its execution of this Contract, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of any said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Contract.

39. 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 in any way affect the right of the party to enforce such provisions thereafter.

40. Contractor's default. If Contractor fails to fulfill its obligations under this Contract Proposal, whether or not said obligations are specified in this section, Purchasing reserves the right to: (a) terminate this contract at no cost to City; (b) take action in accordance with Section 12 or (c) exercise any other legal or equitable remedy.

41. Bankruptcy. In the event that either party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then at the option of the other party this Contract shall terminate and be of no further force and effect, and any property or rights of such other party, tangible or intangible, shall forthwith be returned to it.

42. (Not Used)

43. 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. Nothing in this Contract shall constitute a waiver or limitation of any rights which City may have under applicable law.

44. Reports by Contractor:

MULTI-YEAR TERM CONTRACT

Each year, no later than February 15; Contractor shall submit a soft copy report of the total services ordered, by month, under this contract during the preceding calendar year (January 1 – December 31). The report must be in a format acceptable to City and must list by department or location the following: (1) all services awarded under this contract; and (2) total quantity and dollar value of each service

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ordered, including services for which there were no orders. Contractor must also furnish a separate similar report for the total of all services ordered by City which are not part of this Contract, and any usage reports required prior to the extension of a Contract or Contract Modification. Emailed reports must not be larger than **10MB**.

Contractor shall email reports to:

OCAVendor.Reports@sfgov.org

Any report files larger than **10MB** must be submitted in electronic format on USB drive and mailed to the address shown below with the term contract number and "Annual Supplier Reporting" clearly marked on the envelope/packaging.

Contractor shall mail the reports to:

OCA Supplier Reporting
Re: Term Contract No. **71207**
City and County of San Francisco
Office of Contract Administration – Purchasing
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4685

45. Notice to Parties. All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage paid and registered as follows:

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

46. Subcontracting. Contractor is prohibited from subcontracting services under this Contract unless such subcontracting is agreed to in writing by Purchasing. No party on the basis of this Contract shall in any way contract on behalf of or in the name of the other party of this Contract, and violation of this provision shall confer no rights on any party and any action taken shall be void.

47. Independent Contractor. 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 Contract. 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,

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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 Contract 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 Contract 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 Contract.

48. Severability. Should the application of any provision of this Contract 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 Contract 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.

49. Emergency – Priority 1 Service. In case of an emergency that affects any part of the San Francisco Bay Area, Contractor will give the City and County of San Francisco Priority 1 service. Contractor will make every good faith effort in attempting to provide emergency services. Contractor shall provide a 24-hour emergency telephone number of a company representative who is able to receive and act on requests for emergency services. In addition, Contractor shall charge fair and competitive prices for services ordered during an emergency and not covered under the awarded contract.

50. First Source Hiring Program

A. Incorporation of Administrative Code Provisions by Reference. The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

B. First Source Hiring Agreement. As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

(1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs may be certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

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(2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

(3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

(4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be non-duplicative, and facilitate a coordinated flow of information and referrals.

(5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

(6) Set the term of the requirements.

(7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.

(8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.

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(9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

C. Hiring Decisions. Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

D. Exceptions. Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

E. Liquidated Damages. Contractor agrees:

(1) To be liable to the City for liquidated damages as provided in this section;

(2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;

(3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.

(4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;

(5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

a. The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and

b. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their

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counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year; therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

(6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

F. Subcontracts. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

51. Minimum Compensation Ordinance (“MCO”)

A. Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Sections 12P.5 and 12P.5.1 of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.sfgov.org/olse/mco. A partial listing of some of Contractor's obligations under the MCO is set forth in this Section. Contractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

B. The MCO requires Contractor to pay Contractor's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Contractor's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Contractor.

C. Contractor shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

D. Contractor shall maintain employee and payroll records as required by the MCO. If Contractor

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fails to do so, it shall be presumed that the Contractor paid no more than the minimum wage required under State law.

E. The City is authorized to inspect Contractor's job sites and conduct interviews with employees and conduct audits of Contractor.

F. Contractor's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

G. Contractor understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

H. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

I. If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than \$25,000, but Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and this department to exceed \$25,000 in the fiscal year.

52. Requiring Health Benefits for Covered Employees.

Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of section 12Q.5.1 of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at www.sfgov.org/olse. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

A. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in

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Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

B. Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3(e) of the HCAO, it shall have no obligation to comply with part (A) above.

C. Contractor's failure to comply with the HCAO shall constitute a material breach of this agreement. City shall notify Contractor if such a breach has occurred. If, within 30 days after receiving City's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

D. Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that City has first provided Contractor with notice and an opportunity to obtain a cure of the violation.

E. Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Contractor's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

F. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

G. Contractor shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.

H. Contractor shall keep itself informed of the current requirements of the HCAO.

I. Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

J. Contractor shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least ten business days to respond.

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K. Contractor shall allow City to inspect Contractor's job sites and have access to Contractor's employees in order to monitor and determine compliance with HCAO.

L. City may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City when it conducts such audits.

M. If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with City to reach \$75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the City to be equal to or greater than \$75,000 in the fiscal year.

53. Consideration Of Criminal History in Hiring and Employment Decisions

A. 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.

B. 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, and shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement.

C. Contractor shall incorporate by reference in all subcontracts the provisions of Chapter 12T, and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

D. Contractor or Subcontractor shall not inquire about, require disclosure of, or if such information is received base an Adverse Action on an applicant's or potential applicant for employment, or employee's: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

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E. Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection 53(D), above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

F. Contractor or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Contractor or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

G. Contractor and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under the Contractor or Subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

H. Contractor understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

54. Limitations on Contributions. Through execution of 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 a board 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. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that 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. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

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55. Prohibition on Political Activity with City Funds. In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Contract. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this contract, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this Section.

56. Preservative-Treated Wood Containing Arsenic. Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Contract unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Administrative Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

57. Services Provided By Attorneys. Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

58. Contractors Unable to do Business with the City.

A. Generally

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

B. Companies Headquartered in Certain States

This Contract is subject to the requirements of Administrative Code Chapter 12X, which prohibits the City from entering into contracts with companies headquartered in states with laws that perpetuate discrimination against LGBT populations or where any or all of the work on the contract will be performed in any of those states. Bidders are hereby advised that Bidders which have their United States headquarters in a state on the Covered State List, as that term is defined in Administrative Code Section 12X.3, or where any or all of the work on the contract will be

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performed in a state on the Covered State List may not enter into contracts with the City. A list of states on the Covered State List is available at the website of the City Administrator.

59. Protection of Private 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.

60. 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.

61. Modification of contract. This Contract may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Contract.

End General Conditions

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The following terms and conditions supplement the City's Bid and Contract Conditions and General Conditions. In the event of a conflict between these conditions and the preceding Bid and Contract Conditions and General Conditions, these conditions take precedence.

62. Purpose. The purpose of this contract is to provide to the City the lease of tires and associated services for the San Francisco Municipal Transportation Agency (SFMTA), their buses (coaches and trolleys) and other identified vehicles operated by the SFMTA.

63. Pre-bid Conference. A Pre-bid Conference will be held as follows:

Location: 1 South Van Ness Avenue
6th Floor, Candlestick Conference Room,
Room No. 6052
San Francisco, CA 94103

Date and Time: Thursday, July 12, 2018 at 9 a.m.

Although not mandatory, attendance is strongly urged for all prospective bidders on this contract.

NOTE: Please bring a copy of this contract proposal to the Pre-bid Conference.

It is requested that bidder's questions concerning this Contract Proposal be submitted by email at least 48 hours prior to the date and time of the Pre-bid Conference and directed to:

Abby Fard, Senior Purchaser
City and County of San Francisco
Office of Contract Administration – Purchasing
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4685
E-Mail Address: abby.fard@sfmta.com

Please reference Contract Proposal No. 71207.

The Pre-bid Conference will begin at the time specified, and company representatives are urged to arrive on time. Topics already covered will not be repeated for the benefit of late arrivals. Failure to attend the Pre-bid Conference shall not excuse the successful bidder from any obligations of the contract. Any change or addition to the requirements contained in this Contract Proposal as a result of the Pre-bid Conference will be executed by written Bid Addendum. **It is the responsibility of the bidder to check for any Bid Addendum and or any other items posted, that will be posted on this Contract Proposal's Event page in the Supplier Portal.** The Event Number is 979.

Note that every Addendum will create a new version of the Event. Bidders should monitor the event for new versions. If there is a new version that means that something has been changed or added in the event. If addenda are issued, a signed receipt must be acknowledged by the bidder by including them as

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part of the bid submission to ensure that all requirements are included in the proposal. Failure to include all addenda may result in your proposal not being considered. The City will assume no responsibility for oral instructions or suggestions.

If the City issues an Addendum after Bidder has submitted their bid, but prior to the Event end date, Bidder must retract their Bid, and resubmit their bid along with the newly issued Addendum.

Supplier Portal:

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

64. Scope of Services to be Performed

- A. Please see Appendix A for details.

65. Compliance with Regulations.

The Federal Transit Administration (FTA) requires testing of all transit system employees, including part-time employees, certain volunteers **and contractors** who perform "safety-sensitive functions. "A safety-sensitive function includes maintaining a revenue service vehicle or equipment used in revenue service. Maintenance includes both preventive maintenance and overhaul of such vehicles or equipment. See 49 CFR Parts 40 and 655 for applicable requirements.

Any contractor receiving the award of this contract will have to either:

- A. Implement its own drug and alcohol testing program in compliance with FTA regulations
or
- B. Use the services of a third party administrator to fulfill these requirements.
- C. Participate in SFMTA's program (available only to contractors that perform work on SFMTA premises). Please see Appendix C for details.

As a condition of receiving an award of this contract, Contractor shall notify the SFMTA which of the three (3) options it elects by completing Bid Questionnaire, question 10 (a-c).

If the Contractor elects options 'A.' or 'B.' above, SFMTA is required to monitor the Contractor's compliance with federal requirements. Contractor must cooperate fully with the SFMTA or its consultants in such monitoring efforts, provide any requested documents or information, and comply with any corrective action that SFMTA requires of Contractor. If the Contractor elects option 'C.', there will be fees charged by SFMTA for various required services.

The drug and alcohol testing requirements include, but are not limited to:

- Testing for alcohol, by means of a breathalyzer test

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- Testing for five drugs (cocaine, marijuana, amphetamines, PCP, and opiates), by means of a urine specimen
- Six types of testing: pre-employment, random, post-accident, reasonable suspicion, return-to-duty, and follow-up
- Adoption of a policy statement explaining the various testing requirements, including procedures and the consequences for those employees who test positive. The policy must be distributed to all of the contractor's safety-sensitive employees.
- Training of all safety-sensitive employees. Each safety-sensitive employee will need a minimum of one hour of training on the effects and consequences of prohibited drug use and on the signs and symptoms indicating prohibited drug use. Supervisors who may make reasonable suspicion determinations need an additional two hours of training on the indicators of probable drug use and alcohol misuse.
- Referral of employees who test positive to a Substance Abuse Professional
- Record-keeping and reporting. The regulations include requirements for retention of records and annual reporting of drug and alcohol testing information by SFMTA to FTA.
- Obtaining information from previous employers on all applicants who apply for safety-sensitive positions

66. Bidder's / Contractor's / Supplier's Requirements and Qualifications

Minimum Qualifications.

MQ1. Bid security: Original bid bond, or money order, or a cashier's check or certified check in the amount of \$ 25,000 payable to the City and County of San Francisco. Personal or company checks will not be accepted. See section 68. Bid Security.

Additional Bidder's Qualifications and Requirements.

- A. The City may make such investigation, as it deems necessary, prior to the award of this contract to determine the conditions under which work is to be performed. The Purchaser will take into consideration, but not be limited to:
- (1) Bidder's experience
 - (2) Location
 - (3) Adequacy of plant facilities
 - (4) Sufficient personnel and equipment to properly perform all services called for under the contract.
- B. In order to receive consideration, Bidder/Contractor must have in-depth knowledge and at least two (2) years of experience within the last ten (10) years in the services covered by the contract.
- C. Bidder must be able to demonstrate to the Purchaser's and SFMTA's satisfaction its capabilities, including evidence that it possesses adequate facilities and financial resources to fully comply with the requirements of the contract, prior to award and at any time during the contract term or any extension thereof.

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- D. City reserves the right to inspect Bidder's place of business prior to award or at any time during the contract term or any extension thereof, to aid Purchaser in determining the Bidder's capabilities and qualifications.
- E. Contractor will be responsible for providing technical support and assistance to SFMTA. As part of this requirement, Contractor must provide, by telephone, personnel with in-depth technical knowledge of the services Contractor is providing under this contract, to answer questions and offer any assistance required by SFMTA personnel, during SFMTA business hours. (Please see Appendix A, Section 1.C. (4), for hours of operation.)
- F. Contractor shall be responsible for producing the usage reports required under General Condition 44 of this document. Failure to provide the required reports may result in application of the Contractor's Default clause of this Contract.
- G. City reserves the right to reject any bid on which the information submitted by Bidder fails to satisfy City and/or Bidder is unable to supply the information and documentation within the period of time requested.
- H. City reserves the right to terminate this contract if information requested from and submitted by Contractor fails to satisfy City and/or Contractor is unable to provide the information and/or documentation within the period requested.
- I. Contractor shall be independent and, as such, the hiring, training, equipping, supervising, directing and discharging of their employees shall be the responsibility of the Contractor. The payment of Federal, State, and local taxes and overtime wages shall also be the responsibility of Contractor.
- J. Contractor shall be responsible for the handling of all City and County of San Francisco furnished documents and materials in a safe manner including loss or damage incurred during transport, handling or delivery.
- K. Tires must be tracked individually, and Bidders should provide examples of the tracking process, including representative forms.
- L. Estimates shown on the bid sheets are approximates only. The City, in its sole discretion, may purchase any quantity of units leased and services required greater or lesser than what is estimated on the bid sheets for each line item number, where applicable.

67. City Department's Responsibilities and Contact Information

Department(s) shall designate a representative to interface, monitor and maintain adequate records of all transactions under this contract. Please see Appendix A for details. The following are current contacts and may be subject to change throughout the life of this contract. Such changes in personnel will be made by a letter to the file and not through a contract modification.

- A. Contract Administration: Abby Fard

Tire Lease and Associated Services-SFMTA Buses
For the Term October 1, 2018 through September 30, 2021

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- Telephone: 415-701-4215
Email: abby.fard@sfmta.com
- B.** Accounts Payable: Sylvia Tse, Accountant
Telephone: 415-701-4621
Email: Sylvia.Tse@sfmta.com
- C.** Contract Administration: Matthew McDonald
Telephone: 415-646-2727
Email: Matthew.McDonald@sfmta.com
- D.** Contract Administration: Luis Guzzo
Telephone: 415-646-2727
Email: Luis.Guzzo@sfmta.com

68. Bid Security. Each bid must be accompanied by an original bid bond, or money order, or a cashier's check or certified check, in the amount of **twenty-five thousand dollars (\$25,000)** payable to the City and County of San Francisco, to guarantee the filing of required Bond documents and Insurance Certificates, and proper execution of the contract. **Personal or company checks will not be accepted.** Any proposal submitted without the proper bid security shall be determined to be non-responsive and result in the rejection of the bid. After the successful bidder has furnished the required documents or the City has rejected proposals, all bid proposal securities, except those which may have been forfeited, will be returned to the respective bidders whose proposals they accompanied. **NOTE: The Bid Security must be mailed or hand delivered by the bid submission deadline to the Office of Contracts Administration Purchasing, City Hall Room 430, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102.**

69. Performance Bond. The successful bidder will be required to furnish a performance bond on the form furnished by City, in a sum of not less than 20% of the annual amount of the contract to guarantee the faithful performance of this contract. The bond must be approved as to sufficiency and qualifications of the surety by the Controller. The bond must be renewed annually for multi-year contracts.

70. Fidelity Bond. Contractor shall maintain throughout the term of this contract, at no expense to City, a blanket fidelity bond or a Blanket Crime Policy (Employee Dishonesty Coverage) covering all officers and employees in an amount of not less than \$50,000 with any deductible not to exceed \$5,000 and including City as additional obligee or loss payee as its interest may appear.

71. Insurance. Prior to award, the successful bidder or bidders will be required to furnish evidence of insurance as follows:

A. 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:

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

(2) Commercial General Liability Insurance with limits not less than \$5,000,000 each occurrence, \$10,000,000 aggregate for bodily injury, property damage, contractual liability, personal injury, products and completed operations.

(3) Commercial Automobile Liability Insurance with limits not less than \$2,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable. Contractor must provide Bodily Injury and Property Damage insurance coverage for exposures arising out of the work of their employees operating SFMTA Buses.

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

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

(2) 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.

C. Contractor hereby agrees to waive Workers' Compensation subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

D. Contractor shall provide thirty (30) days' advance written notice to the City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to:

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

E. 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.

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

G. 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.

H. Before commencing any operations under this Agreement, 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. Failure to maintain insurance shall constitute a material breach of this Agreement.

I. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

J. If a subcontractor will be used to complete any portion of this agreement, the Contractor shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the Contractor listed as additional insureds.

72. Failure to Execute Contract. Within ten business days of the receipt of a notice of award, the bidder to whom the contract is awarded shall deliver the required bond documents and/or specified insurance certificates to City. If the bidder fails or refuses to furnish the required bond and/or insurance within ten days after receiving notice from Purchasing, Purchasing may, at its option, determine that this bidder has abandoned its bid. Thereupon the tentative award of said contract to this bidder shall be canceled and City shall notify the bidder's surety and collect on the bidder's bond (or the check accompanying its bid shall be deposited with the Treasurer of the City and County of San Francisco for collection) and the proceeds thereof shall be retained by City as partial liquidated damages for failure of such bidder to properly file the bonds and insurance herein required. The foregoing in no way limits the damages which are recoverable by City whether or not defined elsewhere in the contract documents.

73. Price. Bid prices are to be firm for the first twelve (12) month duration of the contract. Only the bid prices that appear on City's Contract Proposal Bid Sheets will be considered. No other pages with prices or attached price lists and/or catalog prices will be considered. Bid price to include all costs chargeable to City. Contractor will assume all costs including personnel salaries, transportation and any other expense for the training of his/her employees. No charges to City are to be made for training. All costs to City shall be included in prices entered on Bid Sheets. No overtime will be paid unless same has been approved in advance by SFMTA. Prices shall include delivery to SFMTA locations, as well as any other locations identified by SFMTA; prices shall also include storage of tires and appurtenances.

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Bidders shall bid line items 1 through 5 for the bid evaluation. Bidder shall include scrap tire disposal cost in the lease tire rate. Bidders shall provide information on all other line items on Bid Sheets. Failure to bid on all line items shall result in the bid being determined to be non-responsive. (Additional information on Bid Sheets; see subsections a-e below). Bidders shall bid California State Tire Fee per tire. The Fee will be invoiced as a separate line item as part of the invoice for California Sales and Use tax. Bidders shall bid the Monthly Tire Service Rate for all services performed by Lessor as outlined in Appendix A, Scope of Services to be Performed. Bidder shall bid per tire the tire disposal / recycling fee. The Fee will be invoiced as a separate line item as part of the invoice for California Sales and Use tax.

If there is a discrepancy between the Bid Sheet and the People Soft Line Items, the Bid Sheet pricing will prevail. In the event of a discrepancy between the unit price and the extended price, the unit price will prevail. Additional information on Bid Sheets will be used for billing, not for bid evaluation. Bidder shall provide information on the Bid Sheets for the following:

- a. Name of tire disposal/recycling facility
- b. Amount of Tire Tread, Tire Cost and Cost per 1/32" of useable tread
- c. Estimated Tire Mileage performance
- d. Brand of tires that will be furnished
- e. Confirmation of Bidder Qualification per Section 66.B

74. Price Adjustment

- A. Prices may be increased or decreased commencing on or after the end of the first twelve (12) month contract period and each twelve (12) month period thereafter during the contract term and for any subsequent extensions upon written approval by the Purchaser.
- B. Requests for price increases must be made in writing at least 30 days prior to the anniversary date of the contract. Requests made after that time will not be considered.
- C. Such price adjustments shall be equal to the percentage change (increase or decrease) of the base index indicated below, from the Bid Due date to the one-year anniversary of the Bid Due Date. Price adjustments for succeeding years of the contract will be administered and new pricing effective on each successive anniversary date.
- D. It shall be Contractor's responsibility to request and to provide documentation satisfactory to the Purchaser to support any increases. Documentation shall include, but is not limited to all applicable product indices and other direct costs to substantiate Contractor's request for price increases. It is the policy of the City not to allow for any price adjustments ("surcharges") for fuel or energy cost increases.
- E. Price increase request will not be granted retroactively for past years or years in which the Contractor failed to request price increase(s).

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- F. The revised prices shall become effective 30 days after Contractor’s notification and submission of documentation accepted and approved by the Purchaser through execution of a written Contract Modification.
- G. Tire Lease Adjustment: Requests for price increases for tires under this contract for “Tire Lease and Associated Services – SFMTA Buses” must be supported by the following Producer Price Index (PPI) as published by the United States Department of Labor, Bureau of Labor Statistics:

Series ID: WPU07120105
 Industry: Rubber and Plastic
 Products
 Product: Truck and Bus
 Pneumatic Tires
 Base Date: 198200
 Website: www.bls.gov/data/

Example of Tire Lease Price Adjustment Calculation:

PPI Group	Contractor’s Bid Price	Index on Bid Due Date	Index at 12 Months	Change in Index	Percent Change In Index	Adjusted Price
Widgets	\$31.99	190.0	194.4	4.4	2.3%	\$32.73

(Index at 12 Months after Bid Due Date) – (Index on Bid Due Date) = Change in Index .

$$194.4 - 190.0 = 4.4$$

(Change in Index) / (Index on Bid due Date) = Percent Change in Index

$$4.4 / 190.0 = 0.023 \text{ or } 2.3\%$$

(Percent Change in Index x Contractor’s Bid Price) + Contractor’s Bid Price = Adjusted Price

$$(0.023 \times 31.99) + \$31.99 = \$32.73 \text{ Adjusted Price}$$

- H. Associated Services: Requests for price increases for the associated services under this contract for "Tire Lease and Associated Services - SFMTA Buses" must be supported by the following Consumer Price Index (CPI) as published by the United States Department of Labor, Bureau of Labor Statistics:

Series ID: CWURA422SAS
 Not Seasonally Adjusted
 Area: San Francisco-Oakland-San Jose, CA
 Item: Services
 Base Period: 1982-84=100

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Website: www.bls.gov/data/

Example of Associated Service Price Adjustment Calculation:

CPI Group	Contractor's Bid Price	Index on Award Date	Index at 12 months	Change in Index	Percent Change in Index	Adjusted Price
Urban Wage Earners and Clerical Workers	\$30,000	272.237	279.307	7.07	2.60%	\$30,780

(Index at 12 Months)- (Index on Award Date) = Change in Index

$$279.80 - 272.237 = 7.07$$

(Change in Index)/ (Index on Award Date) = Percent Change in Index

$$7.07 / 272.237 = 0.026 \text{ or } 2.6\%$$

**(Percent Change in Index X Contractor's Bid Price)+
 Contractor's Bid Price= Adjusted Price**

$$(0.026 \times 30,000) + 30,000 = \$30,780 \text{ Adjusted Price}$$

75. Bid Price Evaluation. To determine the apparent low bidder, the bid price will be evaluated and computed into one single total (aggregate) for the first year of the contract. Evaluated bid price will be based on the total extended cost of Items 1 through 5.

The low aggregate bidder for the three (3) year period, will be determined by multiplying each bidder's Rate per mile per tire size by the projected mileage shown below; adding the Monthly Tire Service; adding the CA Tire Fee; then multiplying by the twelve (12) months for each of the three (3) years of the contract and then totaling the three (3) years to determine a total aggregate cost.

Example:

Item 1	12 R x 22.5 H	5,582,418 miles X (Rate per mile)	= monthly cost
Item 2	315/80 R x 22 J	2,487,589 miles X (Rate per mile)	= monthly cost
Item 3	305/70 R x 22.5 H	4,279,993 miles X (Rate per mile)	= monthly cost
Item 4	Monthly Tire Service	(Rate per Month)	= monthly cost
Item 5	CA Tire Fee	340 Tires X (Rate per Tire)	= <u>monthly cost</u>
			Total cost per month

Total cost per month x 12 months = annual cost

Annual cost x 3 years = total aggregate cost for 3 years

Except as otherwise noted on Bid Sheets, bid prices will be evaluated for each service based on the estimated quantity multiplied by the unit price for each line item. Purchasing will attempt to evaluate this

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contract proposal within thirty (30) days after receipt of bid(s). If Purchasing requires additional evaluation time, all bidders will be notified in writing of the new expected award date. If there is a discrepancy between the Bid Sheet and the People Soft Line Items, the Bid Sheet pricing will prevail. In the event of a discrepancy between the unit price and the extended price, the unit price will prevail.

76. Award. Award will be made to the lowest priced most responsive and responsible bidder in the aggregate, for items 1 through 5, as noted on the Bid Sheets. In determining the award, Purchasing will take into consideration, but will not be limited to:

- Price (evaluated)
- Satisfactory review of bidder's qualifications
- Any other factors deemed pertinent

The Purchaser reserves the right to make adjustments within the aggregate, award separate services or in an aggregate of several or all services if it is in the best interest to City to do so.

If only one responsible and responsive bid is received, the Purchaser may conduct a price or cost analysis, or both, of the bid to assess whether the prices offered by the Bidder are fair and reasonable. For a price analysis, the prices for procurements with similar specifications and similar quantities of tires will be compared to the prices received from the single proposer. Where differences exist, a detailed analysis will be conducted to determine the factors that might cause the difference such as escalation and technical performance requirements.

A cost analysis may be conducted if it is impossible to obtain a valid price analysis. During a cost analysis, the individual cost elements used by the bidder to generate the prices shown in the Bid Sheet will be examined. Each cost element will be evaluated for profit and reasonable estimates of labor and material. Subcontractor costs may also be examined in the same manner.

The Purchaser is not obligated to accept a single bid. If a price or cost analysis is required, the date of contract award may be extended by ninety (90) days.

The City reserves the right to Lease or purchase similar or different special mileage commercial tires from other suppliers.

77. Awarded Services. If, during the term of the contract, a contract service is determined to be unacceptable for a particular department, and such is documented by Purchasing, it is understood and agreed that the service will be canceled and removed from the contract without penalty to City. City's sole obligation to Contractor is payment for services performed prior to the cancellation date. City shall give Contractor ten days' notice prior to any cancellation. City will contract for the required service from any source and in the manner as determined by Purchasing. Contractor must notify Purchasing by certified mail, 30 days in advance of any changes in the services required in the contract. Any changes made without the approval of Purchasing will constitute default and result in City invoking General Condition 12.

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78. Additional Services

A. If, in the satisfaction of governmental interests, it is necessary to purchase additional services from Contractor, additional services may be added to this contract by mutual agreement of the parties.

B. Aggregated cost of all services added to the contract during the contract term shall not exceed 20% of the total estimated value (cost) of the original contract.

C. All requests to add additional services to the contract must be submitted by City departments in writing to the Office of Contract Administration – Purchasing (Purchasing). All requests must include complete scope of work, estimated quantities for the remainder of the contract period and a price quotation provided by Contractor, for each service.

D. All additional items or services added to the contract shall be approved through issuance of a contract modification, executed and signed by Purchasing and Contractor.

E. In the event the aggregated cost of the contract increases by more than 20% of the total estimated value of the original contract, or the increase totals more than the Minimum Competitive Amount, the amount over 20%, or the Minimum Competitive Amount, shall be bid in accordance with Standard Purchasing Procedures. The resulting bid award shall be added to the contract through a contract modification (same Contractor) or the issuance of a new contract (new Contractor) and include Contractor's name and information, complete item description, delivery information and pricing information.

F. The contract term for the additional services added to the contract after the initial award shall be the remaining term of the existing contract and any extension thereof.

79. (Not Used)

80. Civil Service Commission Approval. This contract is subject to the approval of the City and County of San Francisco Civil Service Commission. Such approval by the Commission will be required prior to issuance of the award and shall be for a term not less than the term of the awarded contract. SFMTA Personal Services Contract Number (PSC #) _____ received Civil Service Commission approval on _____. Approval expires on _____.

81. Ordering. Services to be furnished under this Contract shall be ordered by issuance of a Direct Purchase Order through a release from the appropriate citywide contract by City departments during the effective period of the contract. All invoices for payments shall show the Direct Purchase Order Release Number against the citywide contract assigned by Purchaser to include the complete description of services and contract pricing.

82. Billing. Please see Appendix B for details.

83. Payment. In accordance with the prices quoted in the successful bid and subject to any applicable discount provision contained in said bid, City agrees to pay for all services at said rate. City shall make payments to Contractor in arrears, for services actually performed, throughout the term of the contract.

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Invoices submitted by Contractor must be in a form acceptable to Purchasing and Controller. All amounts paid by City to Contractor shall be subject to audit by City. Please see Appendix B for details.

84. (Not Used)

85. Change of Contractor. Should this contract necessitate a change in contractor, both contractors shall work to a systematic change in collaboration with each City department as required. The newly awarded contractor shall assume the responsibility to supply all services under this Contract only after receiving confirmation from City that they have provided all Bond and Insurance requirements. Both contractors shall enter into an Assignment and Assumption Agreement.

The City will not transfer, sublet, or lend the tires furnished by Contractor, or permit the tires to be used by anyone other than the City, without prior written consent of the Contractor. If leased vehicles are supplied with the Contractor's tires, monthly mileage will be reported for billing. Prior to returning any leased vehicles, the Contractor's tires will be removed and returned to spare stock. Should the City terminate or otherwise lose possession of any of the leased vehicles equipped with Contractor's tires, the City shall pay for each tire (including spares) in accordance with the Contract.

86. (Not Used)

87. Entire Agreement. This contract sets forth the entire Contract between the parties, and supersedes all other oral or written provisions.

88. Questions. Any questions, objections, or clarifications concerning the scope of services/specifications or requirements in this bid proposal must be submitted in writing, and emailed to Abby.Fard@sfmta.com and received no later than five (5) business days prior to the bid opening date and time. All Bidder questions concerning the bid process shall be submitted no later than 24 hours prior to the bid deadline. Bidders who fail to do so will waive all further rights to protest, based on these specifications and conditions.

89. Bid Submittal Instructions. Bids **must** be submitted before the due time, electronically uploaded into the City's PeopleSoft bidding portal <https://sfsupplierportal.sfgov.org/psp/supplier/SUPPLIER/ERP/h/?tab=DEFAULT>. Bids transmitted by FAX or any type of electronic mail will not be accepted.

Bids must be submitted electronically in the City's PeopleSoft system. Postmarks will not be considered in judging the timeliness of submissions. Bids transmitted by fax, in person, or any type of electronic mail will not be accepted.

This bid opportunity has **Event ID No. 979 OCA-MTA-TC 71207 Tire Lease and Associated Services-SFMTA Buses**

- A. Bid Securities **must** be delivered in person or mailed to Purchasing with a postmark and received prior to the bid due date and time.

Envelopes must be clearly marked:

City and County of San Francisco

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*Office of Contract Administration
1 Dr. Carlton B. Goodlett Place
City Hall, Room 430
San Francisco, CA 94102
Reference: Event ID No. 979 OCA-MTA-TC 71207 Tire Lease and Associated
Services-SFMTA Buses
Attention: Abby Fard, Senior Purchaser*

- B. Upload all required Bid documents via the Supplier Portal:
- I. Page 1 of the Contract Proposal completed and signed.
 - II. Response to Contract Proposal General Condition 32 “Cooperative Agreement.”
 - III. Response to Contract Proposal General Condition 58 “Contractors Unable to do Business with the City.”
 - IV. Bidders shall bid on all line items listed on the bid sheets. Failure to do so shall result in the bid being determined to be non-responsive.
 - V. All questionnaires and forms, completed and signed, including signed bid addenda, if applicable.
 - VI. Three (3) verifiable references

Please upload the completed above forms with your bid submission. The forms should be clearly labeled with the form number and title description.

To receive full consideration, your bid should be unqualified and unconditional.

For more information, call:

Senior Purchaser, Abby Fard (415)701-4215

End of Special Conditions

Tire Lease and Associated Services-SFMTA Buses
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BID SHEETS

(Must bid on all items, 1 through 5)

<u>TIRE LEASE RATES FOR FIRST YEAR</u>							
<u>Item</u>	<u>Tire Size</u>	<u>*Est. Miles per Month</u>	<u>Rate</u>	<u>Months</u>	<u>Annual Cost</u>		
1	12 R x 22.5 H	5,582,418	X \$ _____ per mile	X	12	=	\$ _____
2	315/80 R x 22.5 J	2,487,589	X \$ _____ per mile	X	12	=	\$ _____
3	305/70 R x 22.5 H	4,279,993	X \$ _____ per mile	X	12	=	\$ _____
<u>MONTHLY TIRE SERVICE FOR FIRST YEAR</u>							
4	Monthly Tire Service		\$ _____ per month	X	12	=	\$ _____
<u>TIRE DISPOSAL / RECYCLING FOR FIRST YEAR</u>							
		<u>*Est. Number of Tires per Month</u>					
5	Tire Recycling	340	X \$ _____ per tire	X	12	=	\$ _____
<u>Total (Items 1-5) Extended Cost for First Year, Tire Lease & Services:</u>							\$ _____
* * * * *							
The following will not be used for bid evaluation. It will be used to determine if the disposal facility meets SFMTA and California requirements.							
Name of disposal/recycle facility to be used (primary): _____							
Name of disposal/recycle facility to be used (secondary): _____							
* * * * *							

*Estimated information shown are approximates only.

(Continued on the next page)

Tire Lease and Associated Services-SFMTA Buses
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BID SHEETS

The following will not be used in the bid evaluation. The information will be used for billing and tire use purposes.

Bidder shall indicate amount of Tire Tread, Tire Cost and Cost per 1/32" of Useable Tread

Tire Size	New Original* Tire Amount of Tread (in 32nds of an inch)		New Original Tire Cost	New Original Tire Cost per 1/32" of Useable Tread
	Tread Depth	Useable Tread		
12 R x 22.5 H	- 4/32" =		\$	\$
315/80 R x 22.5 J	- 4/32" =		\$	\$
305/70 R x 22.5 H	- 4/32" =		\$	\$

Tire Size	Original* Tire Amount of Tread (in 32nds of an inch)		Original (Retread) Tire Cost	Original (Retread) Tire Cost per 1/32" of Useable Tread
	Tread Depth	Useable Tread		
12 R x 22.5 H	- 2/32" =		\$	\$
315/80 R x 22.5 J	- 2/32" =		\$	\$
305/70 R x 22.5 H	- 2/32" =		\$	\$

* See Appendix A, Section 3, Loss & Abuse of Tires.

Bidder shall provide Estimated Tire Mileage Performance

Tire Size	Estimated New Original Tire Mileage	Estimated Original (Retread) Tire Mileage
12 R x 22.5 H		
315/80 R x 22.5 J		
305/70 R x 22.5 H		

Bidder shall indicate the brand of tires that will be furnished

Tire Size	Item Number	New Original/Original (Retread) Tire Brand
12 R x 22.5 H	1	
315/80 R x 22.5 J	2	
305/70 R x 22.5 H	3	

Bidder experience per Special Condition 66.B

2 years of continuous Experience:		Within the last 10 years:	
-----------------------------------	--	---------------------------	--

Bidder Name: _____

Payment Terms: _____ % Cash Discount for Payment in _____ Days
 (See Bid and Contract Condition 6)

In the event of a discrepancy between the unit price and the extended price, the unit price will prevail.

End Bid Sheet(s)

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**Required Information of All Bidders
Bid Questionnaire**

1. Are you bidding as specified? YES ___ NO ___
2. Have you registered as a Supplier, through the Supplier Portal?
If not, visit our SF City Partner website at:
<https://sfcitypartner.sfgov.org/> YES ___ NO ___
3. Do you have a direct order entry system or other type of system
that can facilitate ordering?
If Yes, specify type. YES ___ NO ___

4. Are you able to comply with the requirements
of Special Condition 66? YES ___ NO ___
5. Uploaded signed copy of First Source Hiring Form entitled
"Non-Construction First Source Hiring Employer's
Projection of Entry level Positions" YES ___ NO ___
6. If applicable, have you completed and submitted IRS-Form W-9? YES ___ NO ___
7. How do you plan to plan to perform Federal Drug and Alcohol Testing Requirements?
See Special Condition 65 and check the appropriate lines below:
 - a. Implement your company's drug and alcohol testing program in compliance with FTA
regulations?
YES ___ NO ___
 - b. Use the services of a third party administrator to fulfill these requirements?
YES ___ NO ___
 - c. Participate in SFMTA's program? Please see Appendix C for details.
YES ___ NO ___
8. Have you submitted with your bid all the required documents? YES ___ NO ___
 - a. Page 1 of the Contract Proposal YES ___ NO ___
 - b. Bid Sheets for Items being bid.
Must bid on all line items. YES ___ NO ___
 - c. All questionnaires and forms YES ___ NO ___
 - d. Three (3) verifiable references YES ___ NO ___
 - e. Bid Security YES ___ NO ___

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Envelopes must be clearly marked:

*City and County of San Francisco
Office of Contract Administration
1 Dr. Carlton B. Goodlett Place
City Hall, Room 430
San Francisco, CA 94102*

*Reference: Event ID No. 979 OCA-MTA-TC 71207, Tire Lease and Associated Services
Attention: Abby Fard, Senior Purchaser*

- f. Signed copy of Bid Addendum(s) (if applicable) YES _____ NO _____
9. Have you bid on all bid line items **listing the Total extended prices** in PeopleSoft? YES _____ NO _____
10. **Have you completed and uploaded the Bid Sheets in PeopleSoft?** YES _____ NO _____
11. Section 58 "Contractors Unable to do Business with the City Please fill in the following sentence":
- I certify that my company is headquartered at the following address:
- Street _____
- State/Zip Code _____
- I will notify the City if my company's headquarters moves.
15. Signed copy of Bid Addenda(s) (if applicable) YES _____ NO _____
16. Has your company enrolled to receive direct deposit payments from the City? YES _____ NO _____

Tire Lease and Associated Services-SFMTA Buses
For the Term October 1, 2018 through September 30, 2021

Required Information of All Bidders

Company Information

Name of Firm: _____

Address: _____

Phone No.: _____ Fax: _____

E-mail address: _____

Toll Free Phone No.: _____

Contact: Title: _____

Signature, Date _____

Supplier I.D. Number: _____

Federal I.D. Number: _____

Payment Terms: _____

Person preparing bid: _____

Local Representative: _____

(if other than bid preparer)

Address: _____

Phone: _____

Fax: _____

Where is your warehouse or store's facility from which you intend to furnish contract items?

Address: _____

Tire Lease and Associated Services-SFMTA Buses
For the Term October 1, 2018 through September 30, 2021

What are the telephone and fax number for placing orders?

Telephone () _____
Toll Free () _____
Fax () _____

What is your 24-hour emergency telephone number?

Telephone () _____

Tire Lease and Associated Services-SFMTA Buses
For the Term October 1, 2018 through September 30, 2021

Required Information of All Bidders

References

Release of Liability – For References

The undersigned hereby fully and forever release, exonerate, discharge and covenant not to sue the City, its commissions and boards, officers and employees, and all individuals, entities and firms providing information, comments, or conclusions ("Reference Information") in response to inquiries that the City may make regarding the qualifications or experience of a Prime proposer, proposed joint venture partner, proposed subconsultant or proposed key/lead team member in connection with the selection process for **TC 71207, Tire Lease and Associated Services-SFMTA Buses** from and for any and all claims, causes of action, demands, damages, and any and all liabilities of any kind or description, in law, equity, or otherwise arising out of the provision of said Reference Information. This Release and Waiver is freely given and will be applicable whether or not the responses by said individuals, entities or firms are accurate or not, or made willfully or negligently.

Company Name

Signature of Authorized Representative of Company

Date

Print Name and Title

Tire Lease and Associated Services-SFMTA Buses
For the Term October 1, 2018 through September 30, 2021

All bidders, including current Contractor, must provide references of a least three organizations of the approximate size and volume comparable to services described in this Contract Proposal.

1.	Name of Company	Contact	Phone No.
	_____	_____	_____
	Address	EMAIL [REQUIRED]	
	_____	_____	
	Number of Years Providing Service	_____	
2.	Name of Company	Contact	Phone No.
	_____	_____	_____
	Address	EMAIL [REQUIRED]	
	_____	_____	
	Number of Years Providing Service	_____	
3.	Name of Company	Contact	Phone No.
	_____	_____	_____
	Address	EMAIL [REQUIRED]	
	_____	_____	
	Number of Years Providing Service	_____	

Successful bidder may be required to submit a letter of reference from each reference listed within five business days of notification. Failure to do so may result in rejection of bid.

Standard Bid Forms

Before the City can award a contract to any supplier, that supplier must register as a City vendor. Because many Contractors have already completed the necessary registration forms, and because some informational forms are rarely revised, the City has not included them in the bid package. Information and training videos in connection with vendor registration can be found online at <https://sfcitypartner.sfgov.org/>.

Additional information can be found at the following websites:

- Local Business Enterprise certification: <http://sfgov.org/cmd/14b-local-business-enterprise-ordinance>
- S.F. Administrative Code Chapters 12B and 12C Declaration: Nondiscrimination in Contracts and Benefits: <http://sfgov.org/cmd/12b-equal-benefits-program>
- Office of Contract Administration: <http://sfgov.org/oca/>
- Supplier Portal, visit our SF City Partner website at: <https://sfcitypartner.sfgov.org/>

If you experience any issues please email sfcitypartnersupport@sfgov.org or call the Supplier Support Desk at 415-944-2442, Ext 1. during normal business hours from 9am to 5pm.

1. Scope of services to be performed

A. General Services. In addition to furnishing leased tires, Lessor shall provide the following services to the City at Lessor's own expense:

(1) Lessor shall mount and demount tires on and from rims, balance mounted tires, change wheels or rims to and from the Muni motor coach and trolley bus fleets, and keep all mounted tires inflated to their proper pressures.

(2) Lessor's authorized personnel shall drive and operate buses in the SFMTA bus yard area as necessary to furnish proper tire service. SFMTA has no obligation to move buses within bus yards for the Lessor to perform its services.

(3) Lessor shall furnish at the Shops (as defined in Section 1.C below) all tools and equipment necessary to perform its services, including but not limited to the following items: pneumatic impact wrenches, sockets, hoses for impact tools, hoses to air tires, tire gauges, tire cutters, balancer, bead busters, tubeless tire mounting machine, jacks and hand tools necessary to perform tire maintenance.

(4) Lessor shall furnish labor to balance front tires; Lessor will furnish equipment and materials for balancing. **Lessor shall visually inspect and set toe-in alignment of each bus and advise SFMTA of defective mechanical conditions in writing when replacing or rotating front tires.** If SFMTA has not responded within fifteen (15) calendar days after written notification of the Lessor's claims of mechanical problems, the Lessor may request an adjustment for unacceptable wear under the provisions of Section 3 (Loss and Abuse of Tires) below.

(5) Lessor shall mount a reasonable number of tires as determined and directed by SFMTA on spare rims or wheels, supplied by SFMTA, in order that a sufficient reserve of mounted spare tires shall be available at all times.

(6) Lessor shall retread or regroove all rear tires on the fleet that become worn to a point where further use would violate the applicable rules and regulations of the U.S. Department of Transportation, California State Public Utilities Commission, and California Highway Patrol, as well as all other applicable government laws, rules and regulations. Such retreading shall not cause undue interruptions to service or be a hazard to the safety of occupants of said buses. **Retread and/or regroove tires shall be permitted on the rear wheels only.** All front tires shall be new.

(7) Lessor shall inspect all tires on the fleet at least once each month (or more frequently, if required) to ensure that the tread depth in all tires in operation shall conform to all applicable provisions of law. Where a tire is found to have tread depths that are not in conformity with the above provisions, Lessor shall notify SFMTA of the fact in writing and SFMTA will make such bus (es) available to the Lessor so that the wheels containing those tires can be changed. If SFMTA has not responded within fifteen (15) calendar days after written notification of the Lessor's claims of mechanical problems causing excessive wear, the Lessor may request an adjustment for unacceptable wear under the provisions of the formula in Section 3 (Loss and Abuse of Tires) below.

(8) Lessor shall inform SFMTA in a timely manner of misalignment or other mechanical problems likely to cause premature tire wear, as such problems are discovered by Lessor, and shall record such conditions including date, bus number and mileage.

(9) Lessor shall maintain a sufficient supply of tires as required to guarantee continuity of bus service at all times. In the event of a manufacturing delay in tires due to a threatened strike, the Lessor shall, to the degree possible prior to the effective day of the threatened strike, ship additional spare tires to maintain SFMTA during the manufacturing delay. In any event, it is the Lessor's responsibility to assure an adequate supply of tires at all times.

(10) Lessor shall maintain and replenish usable mounted spares of the appropriate tire sizes and tread depths. SFMTA will provide adequate space in each of the Shops (as defined in Section 1.C below) for such spares. SFMTA will provide a suitable place in an enclosed building for the storage of spare tires including spares to be used by the Lessor's road service crews. Security and control of the stored tires shall be the sole responsibility of the Lessor and the Lessor shall bear the entire risk of loss. The Lessor shall maintain all care, custody and control for all tires, supplies and equipment under its custody and control under this agreement (e.g., in a secured area locked by Lessor).

(11) Lessor shall be responsible for the handling of all SFMTA-furnished documents and materials in a safe manner, including loss or damage incurred during transport, handling or delivery.

(12) Lessor shall create, maintain, and update on a daily basis throughout the term of the Agreement a real-time, on-line database accessible to the SFMTA of the following information:

1. Names, titles, job-site location, hours worked, and telephone number of all Lessor employees assigned to this contract.
2. Daily attendance list of all Lessor employees
3. Record of all services performed, including bus number, date, time and service performed for both in-house and road call repairs.

(13) The SFMTA recognizes that turnover of skilled workers resulting from a vendor change may jeopardize the quality, efficiency and cost-effectiveness of service provided under a successor contract. The SFMTA is further aware that the employees providing tire services under the current contract have developed specialized skills and expertise. As such, the SFMTA urges the successful contractor to retain the skilled employees in order to provide continuity of service and stability of the workforce.

B. Condition of Tires

(1) All tires furnished or returned by the Lessor to SFMTA for use shall be of safe and useable condition. **If either party determines that a tire is not safe, useable, or fit for continued use, SFMTA's determination shall be final.**

(2) Tires to be run on the front wheels shall be only of original tread and groove, and shall be removed when tread depth reaches 4/32" minimum at any point in the tread configuration. Tires to be run on other than front wheels may be of original, retread, recapped or re-grooved tread, and shall be removed when tread depth reaches 2/32" minimum at any point in the tread configuration.

C. Location of Services; Shifts; Site Representatives; Personnel

(1) All of Lessor’s services shall be performed on SFMTA's premises at the following six locations ("the Shops"), per the schedule listed below. The Shops may be relocated within the City during the term of the contract. SFMTA has designated the following persons as site-specific representatives; however SFMTA will not sign for any deliveries. The Lessor shall be responsible for signing deliveries. The SFMTA will give Lessor two-month’ notice of any relocation of facilities.

WOODS Shop, 22nd & Indiana Streets Austin Stenger, (415) 646-2677 Contract work space:	Seven days per week 2 shifts per day 1 area ~ 4432 sq. feet
KIRKLAND Shop, Bay & Powell Streets Paul McCrory, (415) 274-0206 Contract work space:	Six days per week 1 shift per day 1 area ~ 2544 sq. feet
FLYNN Center, 15th & Harrison Streets Adrian Scott, (415) 554-9358 Contract work space:	Six days per week 1 shift per day 1 area ~ 3002 sq. feet
POTRERO Shop, Mariposa & York Streets Mike Henry, (415) 554-9260 Contract work space:	Six days per week 1 shift per day 1 area ~ 6180 sq. feet
PRESIDIO Shop, Presidio & Sutter Streets David Chan, (415) 923-6151 Contract work space:	Six days per week 1 shift per day 1 area ~ 1350 sq. feet
ISLAIS CREEK Shop, Cesar Chavez & Minnesota Streets Robin Hipler, (415) 821-5701 Contract work space:	Six days per week 1 shift per day 2 areas of 1000 sq. feet each

(2) Prior to award of this Lease, Lessor shall have submitted to SFMTA a list of its service personnel and their shifts. A shift is defined as a span of eight (8) consecutive hours during which a facility is manned by at least one person. All single-shift facilities shall have an early morning start time. Two-shift locations shall have both morning and afternoon shifts. When service personnel or shifts change, Lessor shall update the list of service personnel and their shifts.

(3) In addition to the necessary number of tire service persons, Lessor shall provide the following personnel:

- **Manager of Tire Service Operations** - authorized representative of Lessor, either on site or located in San Francisco Bay Area and available on call.
- **Six Shop Supervisors** - authorized representatives of Lessor in charge of service operations and stationed at each of the Shops.

○ Lessor shall provide an adequate number of employees qualified to drive the buses, as required, to and from the tire areas (e.g., with current California commercial driver's license, Class A or Class B).

○ Lessor shall provide list of employee names, contact information, driver license and driving record, as required.

○ Lessor shall provide a minimum of fifteen (15) employees plus one (1) working supervisor to cover all the Shops.

(4) Lessor shall provide technical support and assistance to SFMTA. As part of this requirement, Lessor must provide, by telephone, personnel with in-depth technical knowledge of the services Lessor is providing under this contract, to answer questions and offer any assistance required by SFMTA personnel during SFMTA business hours. (8:00 a.m. – 5:00 p.m., 5 days per week)

(5) SFMTA representatives will coordinate with Lessor representatives for the most efficient scheduling requirements of tires and servicing.

(6) SFMTA will provide adequate, designated space for Lessor to accomplish work required by this contract at each of the Shops.

(7) SFMTA will provide Lessor's personnel with the use of restrooms, water, electricity, internet connectivity and access to compressed air at each of the Shops.

(8) SFMTA will offer parking to Lessor at the SFMTA employee rate, subject to availability. That rate shall be the most current that SFMTA employees...

(9) SFMTA will train Lessor's personnel the OEM standard for toe-in alignment to factory standards.

D. Road Call Services

(1) **Personnel.** Lessor shall provide an **on-site service person** to respond to road calls, Lessor shall provide one **on-site** road call service person with appropriate truck, seven days per week, 24 hours per day, who shall respond promptly to road calls involving tire problems and shall arrive at the scene of the road call within 45 minutes of notification ("Required Arrival Time"). The road call service person's first responsibility shall be to respond to road calls immediately. If there are no road calls made from SFMTA central control or the Transit Management Center of SFMTA, the road call service person may be assigned other duties within the scope of this contract as Lessor determines is most beneficial. If a road call does come in while the road call service person is engaged in another assignment, the road call service person shall cease his or her other work and respond to the road call immediately. The road call service person shall notify SFMTA Central Control by telephone (primary number: 415-759-4398; secondary number: 415-759-4327) immediately upon arrival at the scene of the road call. The on-site road call service person shall be based at the Woods Shop, 22nd & Indiana Streets, San Francisco. Road call service shall be performed at no additional charge to SFMTA; however, calls for service to be performed in an SFMTA yard will be made by an SFMTA employee who is named the Yard Superintendent.

(2) **Liquidated Damages; Failure to Provide Road Call Service by the Required Arrival Time.** Lessor shall provide back-up road call service equipment as necessary in order to comply with the requirements of paragraph (1) above. Lessor acknowledges that its failure to perform as described in paragraph (1) will cause the City to incur inconveniences and costs not contemplated under this Lease, which inconveniences and costs shall constitute damages to the City, and that the exact amount of such damages will be extremely difficult or impractical to fix. The City and Lessor agree that the damages described below are not a penalty, but represent a fair and reasonable estimate of the costs that the City will incur by reason of Lessor's failure to perform, and are fair compensation to the City for its losses. Failure by the City to impose liquidated damages for specified violations shall not be a waiver of the right to enforce this Section, nor shall it constitute a waiver of any other right of the City under this Lease. For purposes of this Section, written notice by the City of a violation shall constitute enforcement even though the City may not assess liquidated damages at the time of such initial written notice of violation.

For each fifteen (15) minutes after the Required Arrival Time (45 minutes) that Lessor fails to arrive on scene for road service, Lessor shall be assessed \$100.00. Lessor agrees that any such liquidated damages assessed may be deducted from payments made to Lessor under this Lease. Failure to respond within the Required Arrival Time for road service will be reviewed on a case-by-case basis at the request of the Lessor. If Lessor demonstrates that a failure to respond was unavoidable and not within the control of Lessor, the SFMTA will waive liquidated damages. Disputed liquidated damages will not be deducted from the invoice without notification to Lessor. Failure to find a bus at the location given by SFMTA will be considered out of the control of the Lessor and will not trigger an assessment of liquidated damages.

E. Tires Belonging to Current Lessor; Title to Tires

(1) Upon commencement of this Lease, Lessor shall, if directed by City, purchase all tires involved in the City's current bus tire lease agreement from the lessor under that agreement by paying any mileage remaining on the tires at the lease rate then in effect.

(2) As the tires in the possession of the City at the commencement of the contract are rendered permanently unfit for use and are replaced, and thereafter throughout the Contract term, the Lessor shall furnish and continuously maintain in inventory all tires, including enough mounted spares to ensure that tires are available at all times for the City's use.

(3) All tires furnished by the Lessor shall be **individually and/or group** branded prior to delivery.

(4) Title to equipment and to the tires and any and all additions, repairs, replacements or modifications thereof shall be held in the name of Lessor, and the City shall have no right, title or interest in the equipment or tires or any additions, repairs, replacements or modifications to the equipment or tires except as expressly set forth in this Lease.

2. Assignment

Notwithstanding any other provision in this Lease, in no event shall all or any portion of this Lease be assigned without prior written approval of the City, including the Purchaser and the SFMTA. Furthermore, in no event shall Lessor effect a public offering or private placement of certificates of participation, municipal securities or other debt instrument representing fractionalized interests in this Lease. To the extent any portion of a

Lease payment constitutes interest; the City makes no representation as to the exclusion of such interest from gross income. Furthermore, the City will execute or deliver Internal Revenue Service form 8038G in connection with this Lease.

No transfer or assignment of this Lease, or interest hereunder, by either party hereto shall release the other party from its obligations hereunder.

3. Loss & Abuse of Tires

The City will only reimburse Lessor for tires that have been rendered unfit for service due to the sole negligence of the City, as determined by the City. The City will pay for any of Lessor's tires that have been damaged beyond repair by accident or fire, lost or that has been disposed of by the City on the basis of unused mileage remaining, based on tread depth. The remaining value for new and retread tires shall be determined by multiplying the number of useable 32nds of an inch of useable tread depth remaining on each tire by the Lessor's applicable cost per useable 32nds of an inch in tread as quoted on the bid sheet page 2 of 2; however, the remaining value shall not exceed 50% of the value of the tire unless Lessor can supply an auditable accounting of the tire's mileage. When such a tire is unavailable for examination to perform the above measurements and calculations, reimbursement shall not exceed 50% of the value of an unused tire of the same size, unless Lessor can supply an auditable accounting of the tire's accurate mileage just prior to the loss.

For example, if half the useable tread is left before being damaged then the tire value will reflect a value of half the estimated mileage of the tire, based on useable tread depth, times the rate per mile.

Notes: * "New Original" tire term refers to Brand New Tire; "Original" tire term refers to new, retread tire. New original tires for steer position need to be replaced when 4/32" of tread remain, and original or retread tires for drive positions need to be replaced when 2/32" of tread remain, per U.S. Department of Transportation Federal Motor Carrier Safety Administration, Subpart G, Section 393.75(b).

Example: New Original tire is 50% worn or 20/32nds remaining, is \$8.55 per 1/32"
(4/32" unusable tread and 16/32" usable tread)
16/32" remaining x \$8.55 X 32 = \$136.80

Cost for "normal damaged or abused" tires shall be included in the rate per tire mile. The term "normal damaged or abused" is defined to be total or partial destruction of a tire during operation of the bus by means other than normal wear and tear, such as flats, irregular wear, damage for brake heat, curbing, road hazards, and misalignment.

4. Disposition of Tires at Termination of Contract (Buy-Out/Run-Out).

Upon termination of this Agreement for any reason, the SFMTA, in its sole discretion, may elect to either Buy out or Run out the remaining tread life for all new and retread tires on buses in the SFMTA's fleet in process of repair or retreading, in transit or in stock, that have been assigned to the SFMTA's fleet at least thirty (30) calendar days prior to contract expiration.

In the event the SFMTA elects a Buy-out, payment for new and retreaded tires shall be on the basis of the unused mileage remaining on such tires multiplied by the applicable billing rate per tire in effect at the time of contract expiration. Title to such tires shall be transferred to the City or its new tire contractor when paid in full. The City or its new tire contractor will acquire each used tire as is, and Lessor makes no warranties as to the condition or fitness for continued use of such tires.

In the event the SFMTA elects a Run-out, the Run-out period will not exceed thirty-six (36) months. During the Run-out period, the SFMTA will, to the extent practical, continuously use such tires on its highest mileage runs until they are rendered unfit for service. The rental rate shall be rate(s) in effect immediately preceding the expiration date. No additional tires, service, supplies or equipment are to be furnished by the Lessor during such extension, unless requested by the SFMTA and agreed to by the Lessor. At the expiration of said period, the SFMTA shall pay for any remaining original tread and retread tires in the manner described above. During the Run-out period, tires will remain the property of the Lessor and be disposed of by the Lessor. The new Lessor will track buses and tires and distinguish between the previous Lessors tires and their own. SFMTA will maintain the mileage records for the tires consistent with the methods used by the old Lessor and implementing the new Lessor's tracking system.

5. Accidents

SFMTA shall immediately notify Lessor of any accident that may have arisen out of a malfunction or defect of the Tires, including in such report the date, time, place and nature of the accident, the damage caused to property, the names and addresses of persons injured and witnesses, and such other information as may be pertinent to Lessor's investigation of such accident.

6. Equipping of New Buses – Purchase and/or Lease

In the event the City orders or purchases new buses during the term of this Lease, the City reserves the right to purchase outright or Lease from the Lessor all tires required for the new buses. If such tires are leased, the City will pay the rate for the tires installed on the new equipment on the basis set forth in the Bid Sheets. If purchased, the Lessor agrees to provide monthly service rates in accordance with the rate schedule set forth in the Bid Sheets. A negotiated separate rate shall apply to any new make/model bus placed in operation by the City during the term of the Lease or a bus requiring a tire with a size other than as specified under this Lease. In the event City leases or purchases a different type of tire than is provided for under this Lease, the cost of such additional lease or purchase shall not exceed five (5%) percent over the then current tire rate for a similar size tire.

Upon receiving notice from the City, Lessor shall, within sixty (60) calendar days, make arrangements with the bus manufacturer at its factory, for the timely delivery of tires for new buses to bus manufacturer's North American Facility, or to any overseas facility with the City paying for all reasonable charges in excess of normal freight charges to any destination in North America, prior to their shipment to City.

7. Tires for New Buses

Upon written request of the City, the Lessor shall deliver to the manufacturer of any new buses which the City may purchase, tires of the type furnished under this Lease. The tires shall, upon delivery to the manufacturer of the buses, become subject to the terms and conditions of this Lease. Except as noted in Section 9, the City intends to purchase new hybrid buses during the nine-year term of this Lease, but vehicle models and delivery schedules are unknown at this time.

If new buses are to be driven from the manufacturer to the City for delivery, the Lessor shall receive payment for such use at the same rates specified by this Lease.

8. Removal of Buses from Service

If, during the term of this Lease, City disposes of or removes any bus from service, City shall give Lessor at least 30 calendar days' written notice of such removal or disposal. Lessor shall remove the tires on said buses to be disposed of by City. If the tires are usable on other buses operated by City, Lessor shall place tires in City's reserve. For tires not usable by City's buses, City shall purchase and Lessor shall sell these tires on the basis set forth in Section 3 (Loss & Abuse of Tires), with the exception that the period for which the average mileage is determined shall be the last 12-month period prior to such disposition.

9. SFMTA's Bus Fleet

The composition of SFMTA's fleet as of May 4, 2018, is approximately as follows:

A. DIESEL BUS (COACH) FLEET

<u>LOCATION</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>TIRES per BUS</u>
WOODS SHOP, DIESEL FLEET			
	Neoplan, 2000/2002	27	6
	Orion Hybrid, 40' and 30', 2007	86	6
	New Flyer Hybrid, 40', 2013	171	6
KIRKLAND SHOP, DIESEL FLEET			
	Neoplan, 2000/2002	71	6
	New Flyer 40'	73	6
FLYNN SHOP, DIESEL FLEET			
	New Flyer 60'13010		

B. TROLLEY FLEET

POTRERO SHOP, TROLLEY FLEET*

ETI, 40', 1999	67	6
New Flyer, 60', 2015-2018	93	10

PRESIDIO SHOP, TROLLEY FLEET*

ETI, 40', 1999	145	6
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ISLAIS CREEK SHOP, TROLLEY FLEET

Neoplan 40' 2000/2002	20	6
New Flyer 60' Hybrid 2015/2016	100	10
Training: Neoplan 2000/2002	20	6

TOTAL ESTIMATE

OF SFMTA FLEET COMPOSITION: 940

* When new buses arrive, older buses may be taken out of service.

10. Tire mileage records.

Lessor shall maintain an inventory of all tires, showing location (Bus Number), date installed and/or removed and other pertinent data or any approved tire tracking system.

Lessor shall have available and provide upon request, detailed **monthly reports** for the SFMTA, which shall include the following:

- The average tire mileage for each specific size of tire in Lessee's fleet.
- A detailed summary report of all damaged or destroyed tires, to include the specific bus numbers and the date on which the damage occurred.

Failure to provide the required reports constitutes a material breach of the Contract, which may result in application of the Contractor's Default clause.

11. Disposal/Recycle of Tires

A. The Lessor is expected to dispose/recycle all unserviceable tire casings. The Lessor will bear the expense for disposal/recycling of all non-retreadable tires, including the SFMTA OWNED unserviceable casings. The estimated number of tires scrapped annually is **4,080**.

B. As the owner of the leased tires, the Lessor shall dispose/recycle the non-retreadable tire casings in compliance with the State of California's Tire Program, as set forth in Chapter 6 of Title 14 of the California Code of Regulations. The Lessor shall be identified as the generator and use its own Tire Program Identification (TPID) numbers on the California Uniform Waste and Used Tire Manifests. A separate TPID number is required for each SFMTA location. Lessor may call the California Integrated Waste Manifest Management Board (CIWMB) Waste Tire Hauler Program at 1-866-896-0600 for further information. (website: <http://www.calrecycle.ca.gov/tires/manifest/>)

C. The SFMTA will be the designated generator and will provide California Uniform and Used Tire Manifests with corresponding SFMTA TPID numbers for each different location to the Lessor for tire disposal/recycling of SFMTA OWNED unserviceable casings to be shipped off site. The Lessor shall submit, on the bid sheets, the name(s) of the disposal/recycle facility (ies). If the facility (ies) do/does not meet SFMTA and California requirements, the SFMTA will require an alternate facility be provided.

D. Management of unserviceable tire casings shall be made in accordance with the State of California Tire Program. For the purpose of compliance with these regulations, the Lessor shall:

- (1) Obtain a separate Tire Program Identification (TPID) Number for each SFMTA location from which tires are shipped for disposal.
- (2) Be the designated generator of the used tires for non-SFMTA-owned tires.
- (3) Maintain copies of the California Uniform Waste and Used Tire Manifest at each on-site location for a period of three (3) years from the manifest shipment dates.
- (4) Ensure that used tire manifests are properly filled out and signed by a Lessor representative for each used tire shipment.

12. Workforce

“The SFMTA recognizes that turnover of skilled workers resulting from a vendor change may jeopardize the quality, efficiency and cost-effectiveness of service provided under a successor contract. The SFMTA is further aware that the employees providing tire services under the current contract have developed specialized skills and expertise. As such, the SFMTA urges the successful contractor to retain the skilled employees in order to provide continuity of service and stability of the workforce. “

End of Appendix A

1. Billing:

Compensation will be made in **monthly payments** on or before the 30th day of each month for work that the SFMTA, in its sole discretion, concludes has been performed as of the 30th day of the immediately preceding month.

All invoices must show the Contract Number, Citywide Blanket Purchase Order Number, contract item number, complete description of services performed, contract payment terms, contract price, unit price and quantity delivered. Sales taxes, if applicable, are to be reflected on the same invoice that the tax is calculated against. Services and supplies already billed should not be billed again under another invoice number. City, on services covered by this contract, will honor no minimum service order charges.

Contractor must accept and process, without any extra charges, orders for any service defined under the Contract, as requested by City. Failure to submit invoices with all the required information, or invoices that contain inaccurate information will not be processed for payment. All discount periods will begin only when City receives a properly completed invoice containing all the required information.

Note: Invoices must be submitted in triplicate.

The City will incur substantial costs in researching, reviewing and processing invoices that are not submitted on a timely basis. Accordingly, Contractor agrees that the following charges will accrue to Contractor for invoices received by the City ninety (90) days or more after the services or charges have been incurred: 10% of the charges per month starting from the date the invoices become ninety (90) days overdue. This service charge for researching and reviewing late billing is calculated monthly or for any part of a month. The City shall deduct any such charges from payment for the late invoice.

2. Payment Process:

- A. SFMTA shall provide **monthly** bus elapsed tire mileage to Lessor in spreadsheet (or similar) format. SFMTA shall also provide information of any damaged tire or accidents on a monthly basis.
- B. Lessor shall submit electronic invoices to SFMTA's Controller. The SFMTA Controller's office will forward the electronic invoices to the SFMTA Representative for verification and written approval.
 - (1) SFMTA will review electronic invoices and hard copies within five (5) business days.
 - (2) SFMTA Representative will thereafter communicate to Lessor any discrepancies or issues.
 - (3) Lessor and SFMTA Representative will consult with each other to resolve discrepancies.
 - a) If a discrepancy is resolved, Lessor will electronically invoice a corrected invoice to SFMTA with credit memo.
 - b) If a discrepancy is not resolved, SFMTA's Controller and Lessor will follow-up with further written documentation to resolve the discrepancy within thirty (30) days of the date of the invoice.
 - (4) Lessor shall invoice all taxes on the same invoice as the taxable items.
 - (5) Lessor shall supply supporting documentation with each invoice, as required.
- C. SFMTA will pay Lessor on monthly basis.
 - (1) Any outstanding invoices are to be rectified no later than ninety (90) days.

End of Appendix B

Fees for Service

Auditing Fees are required to be paid by all contractors with safety-sensitive employees working for the SFMTA contract. All prices are subject to change due to provider agreements with the SFMTA.

Auditing Fees	Total
Policy and Program Audit – Billed once for policy review at start of contract	\$1500 one-time
Quarterly Electronic Audit	\$300 quarterly
Yearly On-site Audit/DAMIS Review (if required)	\$1000 yearly in January

Administration and Testing Fees are required to be paid by any contractor choosing to use the SFMTA Substance Abuse Program as their drug and alcohol program administrator. (Note this option is only available to contractors with safe-sensitive employees working on SFMTA premises.)

Administration Fees	Total
Pool Administration - Per employee in safety-sensitive pool at time of invoice	\$35 semi-annually in January and July

Testing and training fees will be billed during the month after testing or training has been performed

Testing Fees	Collection	Laboratory	Medical Review Officer	Total
Pre-Employment				
Drug Test	\$35	\$11.00	\$3.50	\$49.50
Random & Follow-Up				
Drug Test	\$45	\$11.00	\$3.50	\$59.50
Alcohol Test	\$45	N/A	N/A	\$45
Reasonable Suspicion & Return-to-Duty				
Drug & Alcohol Tests	\$98	\$11.00	\$3.50	\$112.50
Reasonable Suspicion & Return-to-Duty (After Hours)				
Drug & Alcohol Tests	\$200	\$11.00	\$3.50	\$214.50

Training	Total
2-hour New Employee Policy Training	\$35
2-hour Supervisor Reasonable Suspicion/Post-Accident Training	\$50

The drug and alcohol testing requirements include, but are not limited to:

- Testing for alcohol, by means of a EBT (Evidentiary Breath Testing) Device
- Testing for DOT 5-panel (cocaine, marijuana, amphetamines, PCP, and opiates as drugs as required under 49 CFR Part 40) drugs by means of urine specimen
- Six types of testing: pre-employment, random, post-accident, reasonable suspicion, return-to-duty, and follow-up
- Adoption of a policy explaining the various testing requirements, including procedures and the consequences for those employees who test positive. The policy must be distributed to all of the contractor's safety-sensitive employees. Training of all safety-sensitive employees. Each safety-sensitive employee will need a minimum of one hour of training on the effects and consequences of prohibited drug use and on the signs and symptoms indicating prohibited drug use. Supervisors who may make reasonable suspicion determinations need an additional two hours of training on the indicators of probable drug use and alcohol misuse.
- Referral of employees who test positive to a Substance Abuse Professional
- Record-keeping and reporting. The regulations include requirements for retention of records and annual reporting of drug and alcohol testing information by SFMTA to FTA.
- As to any applicant who applies for a safety-sensitive position, obtaining information from employers regulated by the U.S. Department of Transportation that have employed the applicant during any period within the prior two years of the date of the application.
- Provision of a list of current safety-sensitive employees who's duties include work under an SFMTA account to the SFMTA Substance Abuse Program at the end of each month.

The axle weight for the ETI 40' is:

ETI 40-ft Buses (Trolley) Axle Weight			
Bus Weight	Curb Weight	Curb Weight +Seated Load	Curb Weight +Gross Load
Front Axle	10,241	12,133	14,682
Center Axle	n/a	n/a	n/a
Rear Axle	17,583	21,979	25,992
Total	27,824	34,112	40,674



London Breed
Mayor

Jaci Fong
Director and Purchaser
Purchasing

July 13, 2018

BID ADDENDUM NO. 1

Contract Proposal 71207 (sourcing event ending in 979)

**Tire Lease and Associated Services—SFMTA Buses
Due Date: August 3, 2018, 2:00 pm**

TO: ALL BIDDERS

Please note the following changes to the subject contract proposal before submitting your offer. A signed and dated copy of this Bid Addendum must accompany your bid.

1. The due date of the proposal has been changed from July 27, 2018 at 2 p.m. TO **August 3, 2018 at 2 p.m.**
2. The third paragraph of Special Condition 65, "Compliance with Regulations", on page 24 of the contract proposal, is hereby deleted in its entirety and replaced with the following:

As a condition of receiving an award of this contract, Contractor shall notify the SFMTA which of the three (3) options it elects by completing Bid Questionnaire, question 7 (a-c).

3. Special Condition 67.D, under "City Department's Responsibilities and Contact Information", on page 27 of the contract proposal, is hereby deleted in its entirety and replaced with the following:

D. Contract Administration: Louis Guzzo
Telephone: 415-861-9851
Email: Louis.Guzzo@sfmta.com

4. Question Numbers 15 and 16 on page 2 of the Bid Questionnaire have been renumbered as Question Numbers 12 and 13.

Any bid amendments received after the bid due date will not be considered.

All other terms and conditions remain the same.

Acknowledgement of receipt

Signature

Date

Print Name and Company Name

Sincerely,

Abby Fard, Senior Purchaser



London Breed
Mayor

Jaci Fong
Director and Purchaser
Purchasing

July 16, 2018

BID ADDENDUM NO. 2

Contract Proposal 71207 (sourcing event ending in 979)

Tire Lease and Associated Services—SFMTA Buses

Due Date: August 3, 2018, 2:00 pm

TO: ALL BIDDERS

Please note the following changes to the subject contract proposal before submitting your offer. A signed and dated copy of this Bid Addendum must accompany your bid.

1. For the Islais Creek location listed on page 3 of Appendix A, Section C(1), the contact information is hereby deleted in its entirety and replaced with the following:

Mauro Benedetti, (415) 530-3428

Any bid amendments received after the bid due date will not be considered.

All other terms and conditions remain the same.

Acknowledgement of receipt

_____	_____
Signature	Date

Print Name and Company Name

Sincerely,

Abby Fard, Senior Purchaser

PERSONAL SERVICES CONTRACT SUMMARY

DATE: April 17, 2014

DEPARTMENT NAME: San Francisco Municipal Transportation Agency DEPARTMENT NUMBER: 68

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

TYPE OF REQUEST: (X) INITIAL REQUEST () MODIFICATION (PSC# _____)

TYPE OF SERVICE: Tire Lease and Associated Service - Muni Rubber Tire Revenue Fleet

FUNDING SOURCE: Operating Budget

PSC AMOUNT: \$ 9,200,000.00 PSC DURATION: September 1, 2014 - August 31, 2017

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

The contractor will lease, service and dispose of all tires used by the San Francisco Municipal Railway (SFMTA) on all rubber-tire revenue vehicles. SFMTA's rubber-tire revenue fleet is comprised of buses and trolleys that transport the public: diesel, hybrid buses and electric trolleys. The contractor will be responsible for: manufacturing, procuring and transporting a sufficient supply of tires as required to guarantee continuity of service; processing Department of Transportation (DOT) forms; shipping and receiving, accounting and inventory control; mounting and dismounting tires on and from the rims, balancing tires, changing wheels/rims, maintaining proper tire pressure; recapping rear tires; providing emergency road-side service 24-hour/7 days-a-week; conducting monthly maintenance checks on all tires; providing required tools and equipment not furnished by SFMTA; and performing in-depth tracking of the tires through all stages, including the federally-regulated disposal of thousands of tires. In addition, the contractor is responsible for following all federally- mandated regulations and guidelines and maintaining all required licenses.

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

SFMTA's revenue fleet requires between six to ten tires per vehicle, not including spares. SFMTA is not able to provide a large-scale tire program with specialized equipment in-house. It is common practice for transit agencies to lease tires rather than purchase them and to contract out all support services. This program also includes 24-hour/7 days-a-week emergency towing of large-scale vehicles. Denial of this contract would severely impact, if not ground, SFMTA's rubber-tire revenue fleet.

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

This service has been provided via the PSC #4122-08/09.

D. Will the contract(s) be renewed: Yes.

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

Table with 3 columns: Union Name, Signature of person mailing / faxing form, Date. Rows include TWU, Local 250-A (7410), IFPTE Local 21, IAM, Local 1414, TWU, Local 200.

RFP sent to _____, on _____, Signature _____

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 49311-13/14

SFMTA approved 4-17-14

STAFF ANALYSIS/RECOMMENDATION:
CIVIL SERVICE COMMISSION ACTION:

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

To conduct a successful in-house tire program, skills and expertise are required in the following areas: manufacturing, purchasing, installation, mounting and dismounting of tires, Department of Transportation (DOT) and Department of the Environment (DOE) regulations, tire tracking expertise, including Original Equipment Manufacturer initiated product recalls and all related tracking and assistance, providing emergency road-side service on a 24-hour/7-days-a-week basis, knowledge of hazardous material acquisition and licensing requirements, etc.

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

Civil service classifications perform some of this work. The classifications are: 7410 Automotive Service Worker; 7412 Automotive Service Worker Assistant Supervisor; 7381 Automobile Mechanic; and 7382 Automobile Mechanic Assistant Supervisor.

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

Contractor will provide air tools and all tire components required to mount, dismount, support and maintain large scale rubber tires and all other necessary materials and equipment, including customized, lift-gate-equipped, emergency road-side service response/tow trucks.

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

Civil service classes perform some of these services, but not at the level of capacity for large-scale multi-passenger vehicles. Civil service classifications do not manufacture large-scale tires and provide services at that capacity.

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

Civil Service classifications already exist. Due to the impracticality of bringing a large-scale tire program in-house, it is standard practice in the industry to lease tires and to outsource all related activities to the tire supplier.

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

Yes No

- A. Will the contractor directly supervise City and County employees? () (X)
- B. Will the contractor train City and County employees? () (X)
- C. Are there legal mandates requiring the use of contractual services? () (X)
- D. Are there federal or state grant requirements regarding the use of contractual services? () (X)
- E. Has a board or commission determined that contracting is the most effective way to provide this service? () (X)
- F. Will the proposed work be completed by a contractor that has a current personal services contract with your department? () (X)

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

Parveen Boparai

Signature of Departmental Personal Services Contract Coordinator

Parveen Boparai
Print or Type Name

701-5377
Telephone Number

Municipal Transportation Agency, Human Resources

1 So. Van Ness Avenue, 7th Floor, San Francisco, CA 94103
Address

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: MUNICIPAL TRANSPORTATION AGENCY Dept. Code: MTA

Type of Request: [] Initial [x] Modification of an existing PSC (PSC # 4122-08/09)

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

Type of Service: Tire Lease and Associated Service - Muni Rubber Tire Revenue Fleet

Funding Source: Operating Budget

PSC Original Approved Amount: \$9,000,000

PSC Original Approved Duration: 03/16/09 - 03/15/14 (5 years)

PSC Mod#1 Amount: \$3,000,000

PSC Mod#1 Duration: 03/16/14-08/31/14 (24 weeks 1 day)

PSC Mod#2 Amount:

PSC Mod#2 Duration:

PSC Cumulative Amount Proposed: \$12,000,000

PSC Cumulative Duration Proposed: 5 years 24 weeks

1. Description of Work

A. Scope of Work:

PLEASE SEE ORIGINAL PSC

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

SFMTA's revenue fleet requires between six to ten tires per vehicle, not including spares. SFMTA is not able to provide a large-scale tire program with specialized equipment in-house. It is common practice for transit agencies to lease tires rather than purchase them and to contract out all support services. This program also includes 24-hour/7 days-a-week emergency towing of large-scale vehicles. Denial of this contract would severely impact, if not ground, SFMTA's rubber-tire revenue fleet. SEE ATTACHED PSC Form 1 FOR PSC Form 1 MOD.

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

Yes.

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

2. Union Notification: On 03/20/14, the Department notified the following employee organizations of this PSC/RFP request: TWU - Miscellaneous; TWU - Automotive Service Worker; Professional & Tech Engrs, Local 21; Automotive Machinists

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4122-08/09

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Not Required

Approved by DHR on 03/28/2014

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

To conduct a successful in-house tire program, skills and expertise are required in the following areas: manufacturing, purchasing, installation, mounting and dismounting of tires, Department of Transportation (DOT) and Department of the Environment (DOE) regulations, tire tracking expertise, including Original Equipment Manufacturer initiated product recalls and all related tracking and assistance, providing emergency road-side service on a 24-hour/7-days-a-week basis... SEE ATTACHED PSC Form 1 FOR PSC Form 1 MOD.

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

7410,7412,7381,7382,

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

Contractor will provide air tools and all tire components required to mount, dismount, support and maintain large scale rubber tires and all other necessary materials and equipment, including customized, lift-gate-equipped, emergency road-side service response/tow trucks. SEE ATTACHED PSC Form 1 FOR PSC Form 1 MOD.

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

Civil service classes perform some of these services, but not at the level of capacity for large-scale multi-passenger vehicles. Civil service classifications do not manufacture large-scale tires and provide services at that capacity. SEE ATTACHED PSC Form 1 FOR PSC Form 1 MOD.

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

Civil Service classifications already exist. Due to the impracticality of bringing a large-scale tire program in-house, it is standard practice in the industry to lease tires and to outsource all related activities to the tire supplier. SEE ATTACHED PSC Form 1 FOR PSC Form 1 MOD.

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

YES NO

- A. Will the contractor directly supervise City and County employee? YES NO
- B. Will the contractor train City and County employee? YES NO
- C. Are there legal mandates requiring the use of contractual services? YES NO
- D. Are there federal or state grant requirements regarding the use of contractual services? YES NO
- E. Has a board or commission determined that contracting is the most effective way to provide this service? YES NO
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? Bridgestone Americas Tire Operations, LLC YES NO

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

ON 03/20/14 BY:

Name: Cynthia Hamada Phone: 415.701.5381 Email: cynthia.hamada@sfmta.com

Address: 1 South Van Ness Avenue, 6th Floor San Francisco, CA 94103



CIVIL SERVICE COMMISSION
CITY AND COUNTY OF SAN FRANCISCO

GAVIN NEWSOM
MAYOR

4122-08/09
\$9M
app 3/16/09

DONALD A. CASPER
PRESIDENT

March 20, 2009

MORGAN R. GORRONO
VICE PRESIDENT

NOTICE OF CIVIL SERVICE COMMISSION ACTION

JOY Y. BOATWRIGHT
COMMISSIONER

SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED
PERSONAL SERVICES CONTRACT NUMBER 4122-08/09.

MARY Y. JUNG
COMMISSIONER

At its meeting of March 16, 2009 the Civil Service Commission had for its consideration the above matter.

E. DENNIS NORMANDY
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.*

ANITA SANCHEZ
EXECUTIVE OFFICER

It was the decision of the Commission to adopt the Human Resources Director's report. 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
- Naomi Kelly, Office of Contract Administration
- Mary Ng, Department of Human Resources
- Brigette Rockett, Department of Human Resources
- Ben Rosenfield, Controller
- Commission File
- Chron

OMIT POSTING
 POSTING FOR
 March 16, 2009

RECOMMENDED APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACTS

FSC No.	DeptNo	DeptName	Approval Type	Contract Amount	Description of work	Duration
4122-0809	35	San Francisco Municipal Transportation Agency	Regular	\$ 9,000,000.00	Will provide leasing, servicing and disposal of all tires used by the San Francisco Municipal Railway (Muni) on all rubber-tire revenue vehicles. Muni's rubber-tire revenue fleet comprises 842 buses and trolleys.	15-Mar-14

[Handwritten signature]

4122 08/09
3-16-09

City and County of San Francisco

Department of Human Resources

PERSONAL SERVICES CONTRACT SUMMARY

DATE: March 9, 2009

DEPARTMENT NAME: San Francisco Municipal Transportation Agency

DEPARTMENT NUMBER # 35

TYPE OF APPROVAL: () EXPEDITED (X) REGULAR (OMIT POSTING ___)

() CONTINUING () ANNUAL

TYPE OF REQUEST: (X) INITIAL REQUEST () MODIFICATION (PSC# _____)

TYPE OF SERVICE: Tire Lease and Associated Service – Muni Rubber Tire Revenue Fleet

FUNDING SOURCE: Operating Budget

PSC AMOUNT: \$9,000,000.00

PSC DURATION: March 16, 2009 – March 15, 2014

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

The project scope includes the leasing, servicing and disposal of all tires used by the San Francisco Municipal Railway (Muni) on all rubber-tire revenue vehicles. Muni's rubber-tire revenue fleet comprises 842 buses and trolleys that transport the public: diesel, hybrid buses and electric trolleys. Contractor would be responsible for procuring and transporting a sufficient supply of tires as required to guarantee continuity of service at all times; handling all Department of Transportation (DOT) forms, shipping and receiving, accounting and inventory control; mounting and dismounting tires on and from the rims, balancing mounted tires, changing wheels or rims to and from coaches; keeping all mounted tires inflated to their proper pressures, recapping rear tires, providing emergency road-side service on a 24-hour/7 days-a-week basis, conducting monthly maintenance checks on all tires, providing all necessary related tools and equipment not furnished by Muni, and performing in-depth tracking of the tires through all stages: leasing/procuring, installation, maintenance, service and federally regulated disposal. In addition, Contractor is responsible for following all federally mandated regulations and guidelines and maintaining all required licenses.

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

Muni's revenue fleet consists of 842 rubber-tire vehicles. Each vehicle requires between six to ten tires, not including spares. In order to procure, transport, mount, dismount, maintain, service, track and dispose of the thousands of tires necessary to keep Muni's rubber-tire fleet operating, Muni would have to expend millions of dollars to purchase tires and specialized equipment and hire an extensive staff with a broad range of skills and expertise. Outsourcing all aspects of a tire program, including leasing versus purchasing tires, tracking and maintenance support, and provision of 24-hour/7-days-a-week emergency roadside service via customized vehicles, is by far the most efficient, cost-effective approach. Due to the prohibitive costs and extensive workforce needed to manage an in-house tire program, it is common practice for transit agencies to lease tires rather than purchase them and to contract out all support services. This practice establishes a fixed price per mile for the tires used rather than one that varies depending on road and vehicle condition. No civil service classification exists that could provide this service. Denial of this contract would severely impact, if not ground, Muni's rubber-tire revenue fleet.

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):

As is standard practice within the industry, Muni's Tire Program has been outsourced to the tire supplier. Tires have been leased and support services have been contracted out to the tire supplier. If this contract is denied, Muni would be one of the few, if not the only, major transit property in the country to bring this service in-house. Muni lacks the funding and resources to implement and manage an in-house tire program and to be required to do so would severely impact, if not devastate, operation of the rubber-tire revenue fleet.

D. Will the contract(s) be renewed: Yes.

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

IFPTE Local 21 Tarvein Boparai 3-9-09
Union Name Signature of person mailing / faxing form Date

RFP sent to _____, on _____, Signature _____
Union Name Date

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4122-08/09-#16-09
STAFF ANALYSIS/RECOMMENDATION: SFMTA approved
CIVIL SERVICE COMMISSION ACTION: 3-9-09

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

- A. **Specify required skills and/or expertise:**
To conduct a successful in-house tire program, skills and expertise are required in the following areas: purchasing, installation, mounting and dismounting of tires, Department of Transportation (DOT) and Department of the Environment (DOE) regulations, tire tracking expertise, including Original Equipment Manufacturer initiated product recalls and all related tracking and assistance, providing emergency road-side service on a 24-hour/7-days-a-week basis, knowledge of hazardous material acquisition and licensing requirements, etc.
- B. **Which, if any, civil service class normally performs this work?**
There is no existing Civil Service Classification that performs this work. All tire procurement, support, maintenance and repair is outsourced to the tire supplier.
- C. **Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:**
SFMTA provides facilities and limited equipment, such as tire balancers, air hoses, and floor jacks. Vendor provides air tools and all tire components required to mount, dismount, support and maintain rubber tires and all other necessary materials and equipment, including customized, lift-gate-equipped, emergency road-side service response trucks.

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

- A. **Explain why civil service classes are not applicable:**
There is no existing civil service class that performs this work.
- B. **Would it be practical to adopt a new civil service class to perform this work? Explain.**
It would not be practical, cost-effective or efficient to adopt a new civil service class to perform this work. Muni would have to expend millions of dollars in order to support an in-house tire program, including the initial capital outlay required to purchase tires on the scale required. Due to the impracticality and associated costs of bringing a tire program in-house, it is standard practice in the industry to lease, rather than purchase, tires and to outsource all related activities to the tire supplier.

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

	<u>Yes</u>	<u>No</u>
A. Will the contractor directly supervise City and County employees?	()	(X)
B. Will the contractor train City and County employees?	()	(X)
C. Are there legal mandates requiring the use of contractual services?	()	(X)
D. Are there federal or state grant requirements regarding the use of contractual services?	()	(X)
E. Has a board or commission determined that contracting is the most effective way to provide this service? <i>The Board of Supervisors approved at its meeting of December 9, 2008. Resolution No. 511-08</i>	(X)	()
F. Will the proposed work be completed by a contractor that has a current personal services contract with your department?	()	(X)

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

Parveen Boparai

Signature of Departmental Personal Services Contract Coordinator

Parveen Boparai
Print or Type Name

701-5377
Telephone Number

Municipal Transportation Agency, Human Resources

1 So. Van Ness Avenue, 7th Floor, San Francisco, CA 94103
Address

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FILE NO. 081361

Amended
In Committee
12/3/08

RESOLUTION NO. 5M-08

[Raising the contract's not-to-exceed amount, between the CCSF and Firestone-Bridgestone for rental bus tires, to an amount not the exceed \$11,010,000]

Resolution approving the Fourth Amendment to the Agreement between the City and County of San Francisco (City) and Firestone-Bridgestone (Contractor) for rental of bus tires, increasing the contract's not-to-exceed amount to more than \$10 million, pursuant to San Francisco Charter Section 9.118(b).

WHEREAS, the City entered into an Agreement with Contractor, dated October 22, 2001, for the rental of bus tires, and the Agreement has been amended by:

First Amendment, September 13, 2006,
Second Amendment, September 21, 2007, and,
Third Amendment, September 22, 2008.

WHEREAS, the amended Agreement's not-to-exceed amount is \$9.9 million, and the performance period is through December 31, 2008; and,

WHEREAS, the City and the Contractor estimate that the Agreement's not-to-exceed amount will be reached in the near future; and,

WHEREAS, San Francisco Charter Section 9.118(b) requires Board approval by Resolution for Agreements to exceed \$10 million; and,

WHEREAS, the proposed Fourth Amendment is on file with the Clerk of the Board of Supervisors in File No. 081361, which is hereby declared to be a part of this resolution as if set forth fully herein; now, therefore be it

RESOLVED, that the Board of Supervisors approves the Fourth Amendment to the Agreement, increasing the not-to-exceed amount to ~~\$11.26 million~~ \$11,010,000 and extending the performance period through February 28, 2009.



City and County of San Francisco

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

Tails

Resolution

File Number: 081361

Date Passed:

Resolution approving the Fourth Amendment to the Agreement between the City and County of San Francisco (City) and Firestone-Bridgestone (Contractor) for rental of bus tires, increasing the contract's not-to-exceed amount to more than \$10 million, pursuant to San Francisco Charter Section 9.118(b).

December 9, 2008 Board of Supervisors — ADOPTED

Ayes: 11 - Alioto-Pier, Campos, Chu, Daly, Dufty, Elsbernd, Maxwell, McGoldrick, Mirkarimi, Peskin, Sandoval

File No. 081361

I hereby certify that the foregoing Resolution was ADOPTED on December 9, 2008 by the Board of Supervisors of the City and County of San Francisco.

Angela Calvillo
Clerk of the Board

Mayor Gavin Newsom

12/16/08

Date Approved

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - CITY ADMIN -- ADMDept. Code: ADMType of Request: Initial Modification of an existing PSC (PSC # _____)Type of Approval: Expedited Regular Annual Continuing (Omit Posting)Type of Service: Outreach on Formula Retail Employee Rights OrdinancesFunding Source: General FundPSC Duration: 2 yearsPSC Amount: \$250,000**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

The contractor will conduct outreach and education targeting formula retail employers and employees covered by the Formula Retail Employee Rights Ordinances, also known as the Retail Worker Bill of Rights.

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

The San Francisco Board of Supervisors passed the Formula Retail Employee Rights Ordinances on November 25, 2014. The ordinances were the first of their kind in the country, and granted employees of large formula retail employees a range of rights pertaining to scheduling, retention, and hours. The Office of Labor Standards Enforcement (OLSE) commissioned a study in 2016 which found that the majority of employees were unfamiliar with the law. This outreach campaign will ensure that employees understand their rights and employers, including supervisors and store managers, are informed about their compliance responsibilities. Without approval to conduct this outreach, these employees will not benefit from the legal protections the ordinances created.

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 specific services have not been provided in the past. Under PSC 4057-12/13 OLSE conducted general outreach on San Francisco's labor laws, including an initial outreach effort and survey to gauge understanding of the Formula Retail Employee Rights Ordinances and target enforcement efforts in 2016. That effort helped identify the need for further targeted outreach.

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:

This is a short term project requiring expert knowledge about San Francisco's Formula Retail Employee Rights Ordinance.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Experience targeting and engaging retail and food service employees and employers, and extensive knowledge of San Francisco labor laws, including the Formula Retail Employee Rights Ordinances.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1823, Senior Administrative Analyst; 1824, Pr Administrative Analyst; 2978, Contract Compliance Officer 2; 2992, Contract Compliance Officer 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 work is short-term and requires skills and experience beyond those required for existing City staff.

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

- A. Explain why civil service classes are not applicable.
Though OLSE staff have some of the knowledge required, civil service classes do not have the depth of knowledge required to perform these services.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. This is a short term (two year) 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. No training will be provided.
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.

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

7. **Union Notification:** On 05/30/2018, the Department notified the following employee organizations of this PSC/RFP request:
Architect & Engineers, Local 21

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

Name: Joan Lubamersky Phone: 4155544859 Email: joan.lubamersky@sfgov.org

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 46976 - 17/18

DHR Analysis/Recommendation:
Commission Approval Required
DHR Approved for 08/06/2018

Civil Service Commission Action:

Receipt of Union Notification(s)

Lubamersky, Joan (ADM)

From: dhr-psccordinator@sfgov.org on behalf of joan.lubamersky@sfgov.org
Sent: Wednesday, May 30, 2018 11:50 AM
To: Lubamersky, Joan (ADM); tekpro49@comcast.net; WendyWong26@yahoo.com; wendywong26@yahoo.com; mathews.timothy@gmail.com; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Lubamersky, Joan (ADM); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 46976 - 17/18

RECEIPT for Union Notification for PSC 46976 - 17/18 more than \$100k

The GENERAL SERVICES AGENCY - CITY ADMIN -- ADM has submitted a request for a Personal Services Contract (PSC) 46976 - 17/18 for \$250,000 for Initial Request services for the period 08/01/2018 – 07/31/2020. 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/11125> 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)

1 [Police Code - Hours and Retention Protections for Formula Retail Employees]

2

3 Ordinance amending the Police Code to regulate the operation of Formula Retail
4 Establishments, including requiring employers to offer additional hours of work, when
5 available, to current part-time employees; and requiring successor employers to retain
6 employees for 90 days upon a change in control of the business.

7 NOTE: Unchanged Code text and uncodified text are in plain Arial font.
8 Additions to Codes are in *single-underline italics Times New Roman font*.
9 Deletions to Codes are in ~~italics Times New Roman font~~.
10 Board amendment additions are in double-underlined Arial font.
11 Board amendment deletions are in ~~Arial font~~.
12 Asterisks (* * * *) indicate the omission of unchanged Code
13 subsections or parts of tables.

14 Be it ordained by the People of the City and County of San Francisco:

15 Section 1. The Police Code is hereby amended by adding Article 33F, consisting of
16 Sections 3300F.1 through 3300F.18, to read as follows:

17 ARTICLE 33F: HOURS AND RETENTION PROTECTIONS

18 FOR FORMULA RETAIL EMPLOYEES

19 SEC. 3300F.1. PURPOSE.

20 (a) Formula retail establishments are a major employment base for San Francisco. There are
21 approximately 1,250 formula retail establishments in the City, accounting for approximately 12 percent
22 of all retailers. The City has a strong interest in ensuring that the jobs these formula retail
23 establishments create allow workers to meet basic needs and achieve economic security.

24 (b) Employers have increasingly moved to scheduling practices that relegate their employees to
25 involuntary part-time status, contributing to the economic insecurity of these employees.

1 (c) Many part-time workers in our City are not currently given the opportunity to work enough
2 hours to allow them to make a decent living. Approximately one-quarter of part-time workers in the
3 workforce overall are working part-time involuntarily, and the rate of involuntary part-time work is
4 highest among workers in low-wage jobs.

5 (d) Giving part-time employees of formula retail establishments the opportunity to work more
6 hours when the work is available advances the interests of the City as a whole by creating jobs that
7 keep workers and their families out of poverty, and will help these workers meet basic needs and avoid
8 economic hardship.

9 (e) Changes in ownership or control of formula retail establishments can result in displacement
10 of their workforce. The City has a strong interest in promoting stabilization of this workforce, which
11 reduces the need for social services and helps these workers avoid economic hardship. A transitional
12 retention period upon change in ownership or control of these establishments promotes stabilization of
13 this workforce.

14 (f) To safeguard the public welfare, health, safety, and prosperity of the City, it is essential that
15 workers in our community earn sufficient wages to ensure a decent and healthy life for themselves and
16 their families. Prompt and efficient enforcement of Article 33F will provide workers in the City with
17 economic security and the assurance that their rights will be respected.

18
19 **SEC. 3300F.2. DEFINITIONS.**

20 For purposes of this Article 33F, the following definitions apply:

21 “Agency” shall mean the City’s Office of Labor Standards Enforcement.

22 “Change in Control” shall mean any sale, assignment, transfer, contribution, or other
23 disposition (including by consolidation, merger, or reorganization) of all or the majority of the assets
24 of, or a controlling interest in, the Incumbent Employer or Formula Retail Parent or any Formula
25

1 Retail Establishment under the operation or control of either such Incumbent Employer or Formula
2 Retail Parent.

3 "City" shall mean the City and County of San Francisco.

4 "Eligible Employee" shall mean any Employee who has been employed by the Incumbent
5 Employer at the Formula Retail Establishment subject to a Change in Control for at least 90 days prior
6 to the date that the Transfer Document is fully executed. "Eligible Employee" does not include a
7 managerial, supervisory, or confidential employee.

8 "Employee" shall have the same meaning as the definition of "Employee" in Section 12R.3 of
9 the Minimum Wage Ordinance (Administrative Code Chapter 12R), as amended from time to time,
10 except that Employee shall also mean any Person who, in a particular week, is scheduled for an On-
11 Call Shift for at least two hours for an Employer within the geographic boundaries of the City,
12 regardless of whether the person is required to report to work for such shift.

13 "Employer" shall mean any Person that owns or operates a Formula Retail Establishment with
14 20 or more Employees in the City, including corporate officers or executives, who directly or
15 indirectly or through an agent or any other person, including through the services of a temporary
16 services or staffing agency or similar entity, employs or exercises control over the wages, hours or
17 working conditions of any individual. For the purpose of calculating the 20-employee threshold
18 referenced herein, Employees performing work in other Formula Retail Establishments in the
19 City that are owned or operated under the same trade name by the same Employer shall be
20 counted. For the purpose of calculating the 20-employee threshold referenced herein,
21 Employees performing work in other Formula Retail Establishments in the City that are owned
22 or operated under the same trade name by the same Employer shall be counted.
23 Notwithstanding the foregoing definition, "Employer" does not include a Nonprofit Corporation or
24 governmental entity.

1 "Employment Commencement Date" shall mean the date on which an Eligible Employee
2 retained by the Successor Employer as required in this Article 33F commences employment triggering
3 the commencement of the 90-day retention period for the Successor Employer.

4 "Formula Retail Establishment" shall mean a business located in San Francisco that falls
5 under the Planning Code's definition of "Formula Retail Use," as amended from time to time, except
6 that the business must have at least 20 retail sales establishments located worldwide.

7 "Formula Retail Parent" shall mean any Person who owns or controls the Incumbent
8 Employer.

9 "Full-time" shall mean 35 or more hours of work in each work week.

10 "Incumbent Employer" shall mean the Employer that owns, controls, and/or operates the
11 Formula Retail Establishment prior to the Change in Control, provided that the Employer has
12 employed 200 or more Employees during the 90 days of operation prior to the Change in
13 Control. For the purpose of calculating the 200-employee threshold referenced herein,
14 Employees performing work in other Formula Retail Establishments in the City that are owned
15 or operated under the same trade name by the same Employer shall be counted.

16 "Nonprofit Corporation" shall mean a nonprofit corporation, duly organized, validly existing
17 and in good standing under the laws of the jurisdiction of its incorporation and (if a foreign
18 corporation) in good standing under the laws of the State of California, which corporation has
19 established and maintains valid nonprofit status under Section 501(c)(3) of the United States Internal
20 Revenue Code, as amended from time to time, and all rules and regulations promulgated under such
21 Section.

22 "On-Call Shift" shall mean any work shift for which an Employee must, less than 24 hours in
23 advance of the start of the shift, either contact the Employer or wait to be contacted by the Employer to
24 learn whether the Employer requires the Employee to report to work for the shift.

25 "Part-time" shall mean fewer than 35 hours of work in each work week.

1 "Person" shall mean an individual, proprietorship, corporation, partnership, limited
2 partnership, limited liability partnership or company, trust, business trust, estate, association, joint
3 venture, agency, instrumentality, or any other legal or commercial entity, whether domestic or foreign.

4 "Property Services Contractor" shall mean any contractor or subcontractor of an Employer
5 that provides janitorial and/or security services to the Employer at a Formula Retail Establishment in
6 San Francisco covered by this Article 33F.

7 "Successor Employer" shall mean the Employer that owns, controls, and/or operates the
8 Formula Retail Establishment after the Change in Control.

9 "Transfer Document" shall mean the purchase agreement or other document(s) effecting the
10 Change in Control.

11
12 **SEC. 3300F.3. OFFERING ADDITIONAL WORK TO PART-TIME EMPLOYEES.**

13 (a) Subject to the limitations herein, before hiring new Employees or using contractors or a
14 temporary services or staffing agency to perform work in a Formula Retail Establishment, an Employer
15 shall first offer the additional work to existing Part-time Employee(s) if: (1) the Part-time Employee(s)
16 are qualified to do the additional work, as reasonably determined by the Employer and (2) the
17 additional work is the same or similar to work the Employee(s) have performed for the Formula Retail
18 Establishment. This Section 3300F.3 requires Employers to offer to Part-time Employees only the
19 number of hours required to give the Employee 35 hours of work in a week.

20 (b) An Employer has discretion to divide the additional work hours among Part-time
21 Employees consistent with this section.

22 (c) A Part-time Employee may, but is not required to, accept the Employer's offer of additional
23 work hours under this Section.

1 (d) When this Section requires an Employer to offer additional work hours to existing Part-time
2 Employees, the Employer shall make the offer in writing and shall retain each written offer no less than
3 three ~~four~~ years as required under Section 3300F.8.

4 (e) The requirements imposed by this Section 3300F.3 shall apply to Property Services
5 Contractors as to work performed in San Francisco at a Formula Retail Establishment covered by this
6 Article 33F, under a contract with an Employer. An Employer shall include in any such contract
7 executed on or after the operative date of this Article 33F, (1) a provision requiring the Property
8 Services Contractor to comply with this Section and (2) a copy of this Section. The Employer shall
9 retain copies of such contracts for a period of not less than three ~~four~~ years following the expiration or
10 termination of the contract, and make such copies available to the Agency for inspection upon request.
11 In addition, Sections 3300F.7, 3300F.8, 3300F.9, 3300F.10, 3300F.11, and 3300F.12 of this Article
12 shall apply to a Property Services Contractor as if it is an Employer for purposes of notice, record
13 retention, compliance, investigation, and enforcement of the requirements of this Section 3300F.3.

14
15 **SEC. 3300F.4. RETENTION OF EMPLOYEES UPON CHANGE IN CONTROL.**

16 (a) The Incumbent Employer shall, concurrent with the date that the Transfer Document is fully
17 executed, provide to the Successor Employer a list ("Retention List") that includes the name, contact
18 information, date of hire, rate of pay, average number of hours worked per week in the six months prior
19 to the Change in Control, and employment occupation classification of each Eligible Employee. For
20 purposes of this subsection (a), contact information shall include but need not be limited to the Eligible
21 Employee's phone number, home address and email address.

22 (b) The Successor Employer shall employ each Eligible Employee identified on the Retention
23 List to work in the Formula Retail Establishment, under the same terms of employment with respect to
24 job classification, compensation, and number of work hours that governed the Eligible Employee and
25 Incumbent Employer, and as otherwise required by law. The Successor Employer shall continue to

1 employ the Eligible Employees in the Retail Formula Establishment for a period of 90 days from the
2 Employee Commencement Date, consistent with the following provisions:

3 (1) The Successor Employer shall make the offer of employment in writing;

4 (2) If the Eligible Employee declines to accept the offer of employment, the Successor
5 Employer's obligation to offer employment to the Eligible Employee shall be deemed satisfied;

6 (3) The requirements of this Article 33F shall apply whether the Successor Employer
7 operates the Formula Retail Establishment in the same location or relocates to another location, so
8 long as that other location is in San Francisco; and

9 (4) The requirement that the Successor Employer employ Eligible Employees from the
10 Retention List shall remain in effect notwithstanding any delay in the Successor Employer's opening
11 the Formula Retail Establishment due to relocation, remodeling, or other reason, provided that this
12 requirement shall terminate three years from the date that the Transfer Document is fully executed.

13
14 **SEC. 3300F.5. TRANSITION EMPLOYMENT PERIOD.**

15 (a) If the Successor Employer determines that it requires fewer Eligible Employees than were
16 employed by the Incumbent Employer, the Successor Employer shall retain Eligible Employees by
17 seniority based on the date of hire by the Incumbent Employer or, if there is an applicable collective
18 bargaining agreement, pursuant to that agreement.

19 (b) During the 90-day transition employment period established in Section 3300F.4, the
20 Successor Employer may not discharge without cause an Eligible Employee retained pursuant to this
21 Article 33F.

22 (c) The Successor Employer may not employ any individual other than an Eligible Employee in
23 the Eligible Employee's job classification for the Formula Retail Establishment from the date that the
24 Transfer Document is fully executed until 90 days after the Successor Employer opens the business to
25 the public.

1
2 **SEC. 3300F.6. NOTICE OF CHANGE IN CONTROL.**

3 (a) The Incumbent Employer shall post public notice of the Change in Control at the location of
4 the affected Formula Retail Establishment within 24 hours of the date that the Transfer Document is
5 fully executed. The Incumbent Employer shall be responsible for keeping the public notice posted
6 before the Change in Control and the Successor Employer shall be responsible for doing so after the
7 Change in Control. The notice of Change in Control shall remain posted for at least 30 days.

8 (b) Notice shall include, but not be limited to, the name of the Incumbent Employer and its
9 contact information, the name of the Successor Employer and its contact information, the U.S. Postal
10 and electronic mailing addresses that Eligible Employees may use to provide their updated contact
11 information, and the effective date of the Change in Control.

12 (c) Notice shall be posted in a conspicuous place at the Formula Retail Establishment so as to
13 be readily viewable by Eligible Employees and other employees, customers, and members of the public.

14 (d) Successor Employers shall maintain the Retention List of Eligible Employees entitled to
15 employment for the 90 day transition period, including updated contact information provided by
16 Eligible Employees, until the expiration of the retention rights of all Eligible Employees on the list.

17 (e) The Employer who pays the wages of Eligible Employees for the first time after the Transfer
18 Document is fully executed shall provide with the paycheck notice of the rights of Eligible Employees
19 under this Article.

20
21 **SEC. 3300F.7. NOTICE OF EMPLOYEE RIGHTS.**

22 (a) The Agency shall, no later than the operative date of this Article 33F, publish and make
23 available to Employers, in English, Spanish, Chinese, Tagalog, and any other language spoken by more
24 than 5% of the San Francisco work force, a notice suitable for posting by Employers in the workplace
25 informing Employees of their rights under this Article. The Agency shall update this notice on

1 December 1 of any year in which there is a change in the languages spoken by more than 5% of the San
2 Francisco workforce.

3 (b) Every Employer shall post in a conspicuous place at any workplace or job site where any of
4 its Employees works the notice prepared by the Agency under subsection (a) informing Employees of
5 their rights under this Article 33F in English, Spanish, Chinese, Tagalog and any other language
6 spoken by at least five percent of the Employees at the workplace or job site.

7
8 **SEC. 3300F.8. REQUIREMENTS GOVERNING RETENTION OF RECORDS.**

9 (a) Employers shall retain employment and payroll records pertaining to current and former
10 Employees for no less than ~~three~~ four years.

11 (b) Employers shall retain copies of written offers to current and former Part-time Employees
12 for additional work hours under Section 3300F.3 for no less than ~~three~~ four years.

13 (c) Each Successor Employer shall retain a copy of offers of employment to Eligible Employees
14 required after a Change of Control as provided in Section 1300F.4 for no less than ~~three~~ four years
15 from the date that the Successor Employer made the offer.

16 (d) Successor Employers shall retain the Retention List of Eligible Employees entitled to
17 employment for the 90-day transition period for no less than ~~three~~ four years from the date the
18 Successor Employer received the list from the Incumbent Employer.

19 (e) Employers, Incumbent Employers and Successor Employers shall allow the Agency access
20 to records relating to their obligations under this Article 33F, with appropriate notice and at a
21 mutually agreeable time, to enable the Agency to monitor compliance with the requirements of this
22 Article.

23
24 **SEC. 3300F.9. RETALIATION PROHIBITED.**

1 It shall be unlawful for a Formula Retail Employer or any other Person to take adverse action
2 against any person in retaliation for exercising rights protected under this Article 33F. Rights
3 protected under this Article include, but are not limited to: the right to file a complaint or inform any
4 person about any party's alleged noncompliance with this Article; and the right to inform any person of
5 his or her potential rights under this Article and to assist him or her in asserting such rights.
6 Protection of this Section 3300F.9 shall apply to any person who mistakenly, but in good faith, alleges
7 noncompliance with this Article. Taking adverse action against a person within 90 days of the person's
8 exercise of rights protected under this Article shall raise a rebuttable presumption that the party taking
9 the adverse action did so in retaliation for the exercise of such rights.

10
11 **SEC. 3300F.10. INVESTIGATION AND ADMINISTRATIVE ENFORCEMENT BY THE**
12 **AGENCY.**

13 (a) Authority. The Agency is authorized to take appropriate steps to enforce and coordinate
14 enforcement of this Article 33F, including the investigation of any possible violations of this Article.

15 (b) Determination of Violation and Penalties.

16 (1) Where the Agency has reason to believe that a violation has occurred, it may order
17 any appropriate temporary or interim relief to mitigate the violation or maintain the status quo pending
18 completion of a full investigation, provided, however, that during the first six months following
19 the operative date of this Article 33G, the Agency must issue warnings and notices to correct.

20 (2) After investigating a possible violation of this Article 33F, and providing the
21 Employer, Incumbent Employer or Successor Employer the opportunity to respond to the allegations, if
22 the Agency determines that a violation has occurred, it may issue a Determination of Violation. The
23 Determination of Violation shall identify the violation and the factual basis for the determination. The
24 Agency shall serve the Determination of Violation on the Employer, Incumbent Employer or Successor
25 Employer by United States mail and the date of service shall be the date of mailing. In the

1 Determination of Violation, the Agency may order any appropriate relief, provided, however, that
2 during the first six months following the operative date of this Article 33G, the Agency must
3 issue warnings and notices to correct. Thereafter, the Agency may order relief including, but
4 not limited to, requiring a Formula Retail Employer to offer additional hours of work to Part-time
5 Employees as required under Section 3300F.3, reinstatement, payment of lost wages to the Eligible
6 Employee or person whose rights under this Article were violated, and the payment of an additional
7 sum as an administrative penalty that does not exceed the amount of the award for lost wages. To
8 compensate the City for the costs of investigating and remedying the violation, the Agency may also
9 order the violating Employer, Incumbent Employer or Successor Employer to pay to the City an
10 amount that does not exceed its enforcement costs.

11 (c) Appeal Procedure. An Employer, Incumbent Employer or Successor Employer may appeal
12 from a Determination of Violation in accordance with the following procedures:

13 (1) Any appeal from a Determination of Violation (referred to in this subsection (c) as
14 "Appeal") shall be filed in writing by the party filing the Appeal (referred to as "Appellant") within 15
15 days of the date of service of the Determination of Violation. Appellant shall file the Appeal with the
16 City Controller and serve a copy on the Agency. Failure by the Appellant to submit a timely, written
17 Appeal shall constitute concession to the violation, and the violation shall be deemed final upon
18 expiration of the 15-day period.

19 (2) Following the filing of the Appeal and service of a copy on the Agency, the Agency
20 shall promptly afford Appellant an opportunity to meet and confer in good faith regarding possible
21 resolution of the Determination of Violation in advance of further proceedings under this subsection
22 (c), with the intention that such meeting occur within 30 days of the date the Appeal is filed if feasible.

23 (3) After the expiration of 30 days following the date the Appeal is filed, any party may
24 request in writing, with concurrent notice to all other parties, that the Controller appoint a hearing
25

1 officer to hear and decide the appeal. If no party requests appointment of a hearing officer, the Notice
2 of Violation shall be deemed final on the 60th day after the date the Appeal is filed.

3 (4) Within 15 days of receiving a written request for appointment of a hearing officer,
4 the Controller shall appoint an impartial hearing officer who is not part of the Agency and immediately
5 notify the Agency and Appellant, and their respective counsel or authorized representative if any, of the
6 appointment. The appointed hearing officer shall be an Administrative Law Judge with not fewer than
7 two years' experience in labor or employment law and/or wage and hour matters, or an attorney with
8 not fewer than five years' experience in labor or employment law and/or wage and hour matters.

9 (5) The hearing officer shall promptly set a date for a hearing. The hearing must
10 commence within 45 days of the date of the Controller's notice of appointment of the hearing officer,
11 and conclude within 75 days of such notice. The hearing officer shall conduct a fair and impartial
12 evidentiary hearing in conformance with the time limitations set forth in this subsection (c)(5) and in
13 any applicable rules and regulations, so as to avoid undue delay in the resolution of any Appeal. The
14 hearing officer shall have the discretion to extend the times under this subsection (c)(5), and any time
15 requirements under any applicable rules and regulations, only upon a determination of good cause.

16 (6) Appellant shall have the burden of proving by a preponderance of the evidence that
17 the basis for the Determination of Violation, and/or the amount of lost wages, interest, or penalty
18 payments at issue in the Appeal, is incorrect.

19 (7) Within 30 days of the conclusion of the hearing, the hearing officer shall issue a
20 written decision affirming, modifying, or dismissing the Determination of Violation. The decision of the
21 hearing officer shall consist of findings and a determination. The hearing officer's findings and
22 determination shall be the final administrative determination.

23 (8) Appellant may appeal a final administrative determination only by filing in San
24 Francisco Superior Court a petition for a writ of mandate under California Code of Civil Procedure,
25 section 1094.5, et seq., as applicable and as may be amended from time to time.

1 (9) Failure to appeal a Determination of Violation shall constitute a failure to exhaust
2 administrative remedies, which shall serve as a complete defense to any petition or claim brought by
3 the Employer, Incumbent Employer or Successor Employer against the City regarding the Agency's
4 Determination of Violation.

5 (10) A Property Services Contractor, and an Employer that has a contract with the
6 Property Services Contractor, shall be jointly and severally liable for all amounts due pursuant to a
7 Determination of Violation finding a violation by the Property Services Contractor under this Article or
8 a court judgment thereon. The Agency shall first exhaust all reasonable remedies to collect the amount
9 due from the Property Services Contractor before pursuing the claim against the Employer.

10 (d) Compliance. Where prompt compliance with a Determination of Violation is not
11 forthcoming, the Agency may take any appropriate enforcement action to secure compliance, including
12 referring the action to the City Attorney to consider initiating a civil action pursuant to Section
13 3300F.12.

14 (e) Reporting Violations. An Employee or Eligible Employee or any individual who has reason
15 to believe that a violation of this Article has occurred may report to the Agency any suspected violation
16 of this Article. The Agency shall encourage reporting pursuant to this subsection (e) by keeping
17 confidential, to the maximum extent permitted by applicable laws, the name and other identifying
18 information of the individual reporting the suspected violation; provided, however, that with the
19 authorization of the reporting individual, the Agency may disclose his or her name and identifying
20 information as necessary to enforce this Article or for other appropriate purposes.

21
22 **SEC. 3300F.11. AUTHORITY OF AGENCY TO IMPOSE ADMINISTRATIVE FINES.**

23 (a) The Labor Standards Enforcement Officer or a designee of that Officer may impose an
24 administrative fine of up to \$500 per Eligible Employee employed by the Employer, Incumbent
25 Employer, or Successor Employer for violating any of the following requirements of this Article 33F:

1 (1) The requirements under Section 3300F.4 that an Incumbent Employer provide a
2 Successor Employer a list identifying Eligible Employees and information regarding their employment,
3 and that the list be provided concurrent with the date of final execution of the Transfer Document;

4 (2) The requirement under Section 3300F.6 that the Incumbent Employer and Successor
5 Employer post notice of a Change in Control;

6 (3) The requirement under Section 3300F.6 that the Employer provide notice of the
7 rights of Eligible Employees under this Article with the first paycheck after the Transfer Document is
8 fully executed;

9 (4) The requirement under Section 3300F.7 that an Employer post notice of the rights
10 of Employees under this Article 33F, with each day that the notice is not posted deemed a separate
11 violation but only if the Agency gave the Employer notice that continued violations would authorize a
12 citation under this subsection (a); and

13 (5) The requirement under Section 3300F.8 that an Employer make available to the
14 Agency employment and payroll records.

15 (6) The requirement under Section 3300F.3 that an Employer make the offer of
16 additional hours in writing.

17 (b) Administrative Code Chapter 100, "Procedures Governing the Imposition of Administrative
18 Fines," as it may be amended from time to time, is hereby incorporated in its entirety and shall govern
19 the imposition, enforcement, collection, and review of administrative citations issued to enforce the
20 provisions of this section 3300F.11 or any rule or regulation adopted relating to the provisions
21 enumerated in subsections (a)(1)-(6) of this Section 3300.F11.

22
23 **SEC. 3300F.12. CIVIL ENFORCEMENT.**

24 The City Attorney, any person aggrieved by a violation of this Article 33F, any entity a
25 member of which is aggrieved by a violation of this Article, or any other person or entity acting

1 on behalf of the public as provided for under applicable state law, may bring a civil action in a
2 court of competent jurisdiction against an Employer, an Incumbent Employer or a Successor Employer
3 for violating any requirement of this Article and, upon prevailing, shall be entitled to such legal or
4 equitable relief as may be appropriate to remedy the violation including, without limitation, the
5 payment of lost wages, the payment of an additional sum as a civil penalty not to exceed the amount
6 awarded for lost wages, and reinstatement in employment and/or injunctive relief, and shall be
7 awarded reasonable attorneys' fees and costs; provided, however, that any person or entity
8 enforcing this Article on behalf of the public as provided for under applicable state law shall,
9 upon prevailing, be entitled only to equitable, injunctive or restitutionary relief, and reasonable
10 attorneys' fees and costs.

11
12 **SEC. 3300F.13. AGENCY MAY ADOPT REGULATIONS.**

13 The Agency may promulgate appropriate guidelines or rules to implement this Article 33F.
14 Such guidelines or rules shall be consistent with this Article and may be relied on by Employers,
15 Employees, and other persons to determine their rights and responsibilities under this Article. Such
16 guidelines or rules may establish procedures for ensuring fair, efficient, and cost-effective
17 implementation and enforcement of this Article, including supplementary procedures for helping to
18 inform Employees of their rights under this Article and for monitoring Employer compliance.

19
20 **SEC. 3300F.14. WAIVER UNDER COLLECTIVE BARGAINING AGREEMENT.**

21 A bona fide collective bargaining agreement may waive all or any portion of the
22 applicable requirements of this Article 33F, provided the agreement explicitly states the waiver
23 in clear and unambiguous terms.

24
25 **SEC. 3300F.145. NO LIMITATION OF OTHER RIGHTS AND REMEDIES.**

1 This Article 33F does not in any way limit the rights and remedies that the law otherwise
2 provides to Employees, including but not limited to the rights to be free from wrongful termination and
3 unlawful discrimination.

4
5 **SEC. 3300F.156. SEVERABILITY.**

6 If any section, subsection, sentence, clause, phrase, or word of this Article 33F, or any
7 application thereof to any person or circumstance, is held to be invalid or unconstitutional by a
8 decision of a court of competent jurisdiction, such decision shall not affect the validity of the remaining
9 portions or applications of the Article. The Board of Supervisors hereby declares that it would have
10 passed this Article and each and every section, subsection, sentence, clause, phrase, and word not
11 declared invalid or unconstitutional without regard to whether any other portion of this Article or
12 application thereof would be subsequently declared invalid or unconstitutional.

13
14 **SEC. 3300F.1647. NO CONFLICT WITH FEDERAL OR STATE LAW.**

15 Nothing in this Article 33F shall be interpreted or applied so as to create any right,
16 requirement, power, or duty in conflict with any federal or state law.

17
18 **SEC. 3300F.1748. UNDERTAKING FOR THE GENERAL WELFARE.**

19 In enacting and implementing this Article 33F, the City is assuming an undertaking only to
20 promote the general welfare. It is not assuming, nor is it imposing on its officers and employees, an
21 obligation for breach of which it is liable in money damages to any person who claims that such breach
22 proximately caused injury.

23
24 **SEC. 3300F.1849. OPERATIVE DATE.**

25 This Article 33F shall become operative ~~90~~180 days after its effective date.

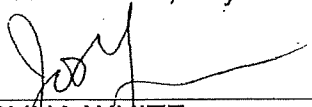
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Section 2. Effective and Operative Dates.

(a) Effective Date. This ordinance shall become effective 30 days after enactment. Enactment occurs when the Mayor signs the ordinance, the Mayor returns the ordinance unsigned or does not sign the ordinance within ten days of receiving it, or the Board of Supervisors overrides the Mayor's veto of the ordinance.

(b) Operative Date. As stated in Section 3300F.18 of the Police Code, this ordinance shall become operative ~~90~~180 days after the effective date.

APPROVED AS TO FORM:
DENNIS J. HERRERA, City Attorney

By: 

JOSHUA WHITE
Deputy City Attorney

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City and County of San Francisco
Tails
Ordinance

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

File Number: 140880

Date Passed: November 25, 2014

Ordinance amending the Police Code to regulate the operation of Formula Retail Establishments, including requiring employers to offer additional hours of work, when available, to current part-time employees; and requiring successor employers to retain employees for 90 days upon a change in control of the business.

November 12, 2014 Budget and Finance Committee - AMENDED, AN AMENDMENT OF THE WHOLE BEARING SAME TITLE

November 12, 2014 Budget and Finance Committee - CONTINUED TO CALL OF THE CHAIR AS AMENDED

November 17, 2014 Budget and Finance Committee - AMENDED, AN AMENDMENT OF THE WHOLE BEARING SAME TITLE

November 17, 2014 Budget and Finance Committee - RECOMMENDED AS AMENDED AS A COMMITTEE REPORT

November 18, 2014 Board of Supervisors - AMENDED

Ayes: 7 - Breed, Chiu, Cohen, Farrell, Mar, Tang and Wiener

Noes: 3 - Avalos, Kim and Yee

Excused: 1 - Campos

November 18, 2014 Board of Supervisors - AMENDED

Ayes: 10 - Avalos, Breed, Chiu, Cohen, Farrell, Kim, Mar, Tang, Wiener and Yee

Excused: 1 - Campos

November 18, 2014 Board of Supervisors - NOT CONTINUED AS AMENDED

Ayes: 4 - Breed, Farrell, Tang and Wiener

Noes: 6 - Avalos, Chiu, Cohen, Kim, Mar and Yee

Excused: 1 - Campos

November 18, 2014 Board of Supervisors - PASSED ON FIRST READING AS AMENDED

Ayes: 10 - Avalos, Breed, Chiu, Cohen, Farrell, Kim, Mar, Tang, Wiener and Yee

Excused: 1 - Campos

November 25, 2014 Board of Supervisors - FINALLY PASSED

Ayes: 10 - Avalos, Breed, Campos, Chiu, Farrell, Kim, Mar, Tang, Wiener and Yee

Excused: 1 - Cohen

File No. 140880

I hereby certify that the foregoing Ordinance was FINALLY PASSED on 11/25/2014 by the Board of Supervisors of the City and County of San Francisco.

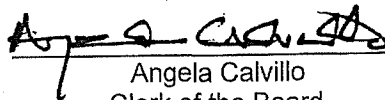


Angela Calvillo
Clerk of the Board

Unsigned
Mayor

12/5/14
Date Approved

I hereby certify that the foregoing ordinance, not being signed by the Mayor within the time limit as set forth in Section 3.103 of the Charter, or time waived pursuant to Board Rule 2.14.2, became effective without his approval in accordance with the provision of said Section 3.103 of the Charter or Board Rule 2.14.2.



Angela Calvillo
Clerk of the Board

[Police Code - Fair Scheduling and Treatment of Formula Retail Employees]

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Ordinance amending the Police Code to require Formula Retail Establishments to provide employees with two weeks' notice of work schedules, notice of changes to work schedules, and compensation for schedule changes made on less than seven days' notice and unused on-call shifts; and to provide part-time employees with the same starting rate of hourly pay, access to time off, and eligibility for promotions, as provided to full-time employees.

NOTE: **Unchanged Code text and uncodified text** are in plain Arial font.
Additions to Codes are in *single-underline italics Times New Roman font*.
Deletions to Codes are in *strikethrough italics Times New Roman font*.
Board amendment additions are in double-underlined Arial font.
Board amendment deletions are in ~~strikethrough Arial font~~.
Asterisks (* * * *) indicate the omission of unchanged Code subsections or parts of tables.

Be it ordained by the People of the City and County of San Francisco:

Section 1. The Police Code is hereby amended by adding Article 33G, consisting of Sections 3300G.1 through 3300G.18, to read as follows:

ARTICLE 33G: PREDICTABLE SCHEDULING AND FAIR TREATMENT

FOR FORMULA RETAIL EMPLOYEES

SEC. 3300G.1. TITLE.

This Article shall be known as the "Predictable Scheduling and Fair Treatment for Formula Retail Employees Ordinance."

1 SEC. 3300G.2. FINDINGS AND PURPOSE.

2 (a) Formula retail establishments are a major employment base in the City and County of San
3 Francisco ("City"). As of September 2014, there were approximately 1,250 formula retail
4 establishments in the City, accounting for 12% of all retailers. There are approximately 35,000
5 persons employed by these formula retail establishments in the City, accounting for approximately 5 to
6 6% of the City's total wage and salary employment. The City has a strong interest in ensuring that the
7 jobs these formula retail establishments provide allow employees to meet their basic needs and achieve
8 economic security.

9 (b) Erratic and on-call scheduling practices have become pervasive in formula retail
10 establishments, particularly in stores and restaurants and bars, which together represent 83% of
11 formula retail establishments in the City. Nationally, almost two-thirds of food service employees and
12 half of formula retail store employees receive their work schedules one week or less in advance. The
13 majority of these employees experience significant fluctuations in their work hours from week to week
14 and month to month. According to a recent survey of employees at chain stores and large stores, only
15 40% of those surveyed have consistent minimum hours per week, one quarter of the employees are
16 scheduled for on-call shifts, and the vast majority find out from a supervisor if they are needed for the
17 on-call shift only two hours before the shift starts.

18 (c) Erratic scheduling practices also impact janitors and security guards who contract
19 with formula retail establishments. A recent study by sociologists at the University of Chicago
20 indicated that 66 percent of janitors nationwide experience fluctuating schedules, 50 percent
21 report that their employer decides the timing of their work without their input, and 40 percent
22 report schedule changes with less than one-week notice.

23 (d) Many formula retail establishments use computer software that automatically generates
24 work schedules for their employees. The schedules generated by such software are frequently erratic
25 and unpredictable, and provide employees with minimal notice of their upcoming shifts. Companies

1 seldom encourage managers to adjust those schedules to accommodate the needs of their employees. A
2 recent national study shows that although companies could use the software to provide predictable
3 schedules and greater notice to their employees, few have done so. An August 2014 New York Times
4 article described how Starbucks Coffee uses this software to create the schedules of its 130,000
5 baristas, often resulting in an unpredictable and erratic work schedule for employees. Soon after the
6 article's publication, Starbucks announced that it planned to change its policy to give employees more
7 advance notice of their work schedules and give managers more latitude to accommodate the needs of
8 employees.

9 (e) Many employees of San Francisco formula retail establishments are impacted by
10 unpredictable scheduling practices such as frequent and last-minute changes to their work schedules
11 and use of "on-call" scheduling. In a recent survey of food retail employees in four regions of
12 California – including the San Francisco Bay Area – 25% of employees reported employers requiring
13 availability for on-call shifts, and almost half of employees reported having little or no input on their
14 work schedules. Unpredictable scheduling practices and last-minute work schedule changes cause
15 workers who are already struggling with low wages to live in a constant state of insecurity about when
16 they will work or how much they will earn on any given day.

17 (f) Unpredictable work scheduling practices are detrimental to San Francisco employees and
18 their families because they (1) lead to income instability, making it hard for employees to plan their
19 finances and obtain economic security; (2) create work-family conflicts that make it difficult for
20 employees to plan their child care, care giving duties, and transportation; and (3) prevent part-time
21 employees from pursuing educational opportunities or holding a second or third job that such workers
22 may need to make ends meet. Retail industry research in New York City found that more than half of
23 family caregivers in the retail industry must be available for on-call shifts, forcing them to arrange for
24 child or elder care at the last minute. Women are more likely than men to work part-time and
25

1 experience unpredictability in their work schedules; one study found that women were 64% of the
2 frontline part-time workforce among retail workers.

3 (gf) As of September 2014, according to the Bureau of Labor Statistics, there were 7.3 million
4 “involuntary part-time workers” in the United States. These individuals were working part-time
5 because their hours had been cut back or because they were unable to find a full-time job. According
6 to Census data, since 2006, the number of “involuntary part-time employees” in California nearly
7 tripled to 1.1 million employees. According to the Bureau of Labor Statistics, less than half of the retail
8 workforce nationwide works full time, and the number of those working fewer than 20 hours per week
9 has grown by 14% in the past decade. In 2012, nearly 111,000 employees in the City – approximately
10 23% of the City’s workforce – were employed part-time. Employers sometimes treat part-time
11 employees less favorably than full-time employees. For example, the majority of full-time employees
12 nationally earn more per hour than their part-time counterparts.

13 (hg) Half of formula retailers in the City each have more than 1,000 locations nationwide,
14 whereas only 5% of formula retailers in the City have less than 20 locations nationwide. Given the
15 number of employees working for formula retail establishments in the City, these businesses are well
16 positioned to implement fair and predictable scheduling practices for their employees. Even some
17 small local businesses in the City that do not meet the definition of “formula retail” have implemented
18 predictable scheduling practices such as giving employees 14 days’ advance notice of their schedules.

19 (ij) The purpose of this Article 33G is to provide formula retail employees with more
20 predictable, stable work schedules that are essential to their ability to earn a living and ensure a
21 healthy and decent life for themselves and their families, and to ensure that part-time employees in
22 formula retail establishments are treated fairly and equally compared to their full-time counterparts.

23
24 **SEC. 3300G.3. DEFINITIONS.**

25 For purposes of this Article 33G, the following definitions apply:

1 "Agency" shall mean the City's Office of Labor Standards Enforcement.

2 "City" shall mean the City and County of San Francisco.

3 "Employee" shall have the same meaning as the definition of "Employee" in Section 12R.3 of
4 the Minimum Wage Ordinance (Administrative Code Chapter 12R), as amended from time to time,
5 except that Employee shall also mean any Person who, in a particular week, is scheduled for an On-
6 Call Shift for at least two hours for an Employer within the geographic boundaries of the City,
7 regardless of whether the person is required to report to work for such shift.

8 "Employer" shall mean any Person that owns or operates a Formula Retail Establishment with
9 20 or more Employees in the City, including corporate officers or executives, who directly or
10 indirectly or through an agent or any other person, including through the services of a temporary
11 services or staffing agency or similar entity, employs or exercises control over the wages, hours, or
12 working conditions of any individual. For the purpose of calculating the 20-employee threshold
13 referenced herein, Employees performing work in other Formula Retail Establishments in the
14 City that are owned or operated under the same trade name by the same Employer shall be
15 counted. For the purpose of calculating the 20-employee threshold referenced herein,
16 Employees performing work in other Formula Retail Establishments in the City that are owned
17 or operated under the same trade name by the same Employer shall be counted.
18 Notwithstanding the foregoing definition, "Employer" does not include a Nonprofit Corporation or
19 governmental entity.

20 "Formula Retail Establishment" shall mean a business located in San Francisco that falls
21 under the Planning Code's definition of "Formula Retail Use," as amended from time to time, except
22 that the business must have at least 20 retail sales establishments located worldwide.

23 "Full-time" shall mean 35 or more hours of work in each work week.

1 "On-Call Shift" shall mean any shift for which an Employee must, less than 24 hours in
2 advance of the start of the shift, either contact the Employer or wait to be contacted by the Employer to
3 learn whether the Employer requires the Employee to report to work for the shift.

4 "Person" shall mean an individual, proprietorship, corporation, partnership, limited
5 partnership, limited liability partnership or company, trust, business trust, estate, association, joint
6 venture, agency, instrumentality, or any other legal or commercial entity, whether domestic or foreign.

7 "Part-time" shall mean fewer than 35 hours of work in each work week.

8 "Property Services Contractor" shall mean any contractor or subcontractor of an
9 Employer that provides janitorial and/or security services to the Employer at a Formula Retail
10 Establishment in San Francisco covered by this Article 33G.

11
12 **SEC. 3300G.4. ADVANCE NOTICE OF WORK SCHEDULES AND CHANGES IN WORK**
13 **SCHEDULES.**

14 (a) Initial Estimate of Minimum Hours.

15 (1) Prior to the start of employment, an Employer shall provide a new Employee with a
16 good faith estimate in writing of the Employee's expected minimum number of scheduled shifts per
17 month, and the days and hours of those shifts. The estimate shall not include On-Call Shifts. The
18 estimate shall not constitute a contractual offer and the Employer shall not be bound by the estimate.

19 (2) Prior to the start of employment, the Employee may request that the Employer
20 modify the proposed work schedule provided under subsection (a)(1) of this Section 3300G.4. The
21 Employer shall consider any such request, and in its sole discretion may accept or reject the request,
22 provided that the Employer shall notify the Employee of its determination prior to the start of
23 employment.

24 (b) Two Weeks' Notice of Work Schedules.

1 An Employer shall provide its Employees with at least two weeks' notice of their work schedules
2 by doing one of the following at least every 14 days (on a "Biweekly Schedule"): (1) posting the work
3 schedule in a conspicuous place at the workplace that is readily accessible and visible to all
4 Employees, or (2) transmitting the work schedule by electronic means, so long as all Employees are
5 given access to the electronic schedule at the workplace. For new Employees, an Employer shall
6 provide the new Employee on his or her first day of employment with an initial work schedule that runs
7 through the date that the next Biweekly Schedule for existing Employees is scheduled to be posted or
8 distributed; thereafter, the Employer shall include the new Employee in an existing Biweekly Schedule
9 with other Employees. For all Employees, the work schedule shall include any On-Call Shifts, where
10 applicable. If the Employer changes the work schedule after it is posted and/or transmitted, such
11 changes shall be subject to the notice and compensation requirements set forth in subsection (c) of this
12 Section 3330G.4.

13 (c) Notice and Compensation For Schedule Changes.

14 (1) Notice Required. An Employer shall provide an Employee notice of any change to
15 the Employee's schedule that has been posted or transmitted pursuant to subsection (b) of this Section
16 3300G.4. The Employer shall provide such notice by in-person conversation, telephone call, or email,
17 text message, or other electronic communication. This notice requirement shall not apply to any
18 schedule changes that the Employee requests, such as Employee-requested sick leave, time off, shift
19 trades, or additional shifts.

20 (2) Predictability Pay For Schedule Changes. Subject to the exceptions in subsection
21 (e) of this Section 3300G.4, an Employer shall provide an Employee with the following compensation
22 per shift for each previously scheduled shift that the Employer moves to another date or time or
23 Cancels, or each previously unscheduled shift that the Employer requires the Employee to come into
24 work:

1 (A) With less than seven days' notice but 24 hours or more notice to the
2 Employee, one hour of pay at the Employee's regular hourly rate;

3 (B) With less than 24 hours' notice to the Employee, two hours of pay at the
4 Employee's regular hourly rate for each shift of four hours or less; and

5 (C) With less than 24 hours' notice to the Employee, four hours of pay at the
6 Employee's regular hourly rate for each shift of more than four hours.

7 Where the Employee is required to come into work, the compensation mandated by this
8 subsection (c)(2) shall be in addition to the Employee's regular pay for working that shift. This
9 subsection (c)(2) shall not apply to On-Call Shifts.

10 (d) Pay for On-Call Shifts. Subject to the exceptions in subsection (e) of this Section 3300G.4,
11 an Employer shall provide an Employee with the following compensation for each On-Call Shift for
12 which the Employee is required to be available but is not called in to work:

13 (1) Two hours of pay at the Employee's regular hourly rate for each On-Call Shift of
14 four hours or less; and

15 (2) Four hours of pay at the Employee's regular hourly rate for each On-Call Shift of
16 more than four hours.

17 This subsection (d) shall not apply when the Employee is in fact called in for the On-Call Shift
18 or the Employer provides the Employee with 24 hours' or more notice that the On-Call Shift has been
19 cancelled or moved to another date or time.

20 (e) Exceptions. The requirements in subsections (c) and (d) of this Section 3300G.4 shall not
21 apply under any of the following circumstances:

22 (1) Operations cannot begin or continue due to threats to Employees or property, or
23 when civil authorities recommend that work not begin or continue;

24 (2) Operations cannot begin or continue because public utilities fail to supply
25 electricity, water, or gas, or there is a failure in the public utilities, or sewer system;

1 (3) Operations cannot begin or continue due to an Act of God or other cause not within
2 the Employer's control, for example, an earthquake or a state of emergency declared by the Mayor or
3 the Governor;

4 (4) Another Employee previously scheduled to work that shift is unable to work due to
5 illness, vacation, or employer-provided paid or unpaid time off where the Employer did not receive at
6 least seven days' notice of the absence;

7 (5) Another Employee previously scheduled to work that shift has not reported to work
8 on time and/or is fired or sent home or told to stay home as a disciplinary action;

9 (6) The Employer requires the Employee to work overtime (i.e., mandatory overtime);
10 or

11 (7) The Employee trades shifts with another Employee or requests from the Employer a
12 change in shift(s), hours, or work schedule.

13 (f) Nothing in this Section 3300G.4 shall be construed to prohibit an Employer from providing
14 greater advance notice of Employees' work schedules and/or changes in schedules than that required
15 by this Section.

16 (g) The requirements imposed by this Section 3300G.4 shall apply to Property
17 Services Contractors as to work performed in San Francisco at a Formula Retail
18 Establishment covered by this Article 33G, under a contract with an Employer. An Employer
19 shall include in any such contract executed on or after the operative date of this Article 33G,
20 (1) a provision requiring the Property Services Contractor to comply with this Article and (2) a
21 copy of this Article. The Employer shall retain copies of such contracts for a period of not less
22 than three years following the expiration or termination of the contract, and make such copies
23 available to the Agency for inspection upon request. In addition, Sections 3300G.6, 3300G.7,
24 3300G.9, 3300G.10, and 3300G.11 of this Article shall apply to a Property Services
25

1 Contractor as if it is an Employer for purposes of notice, record retention, compliance,
2 investigation, and enforcement of the requirements of this Section 3300G.4.

3
4 **SEC. 3300G.5. EQUAL TREATMENT FOR PART-TIME EMPLOYEES.**

5 (a) Hourly Wage. Employers shall provide Part-Time Employees with the same starting hourly
6 wage as that provided to starting Full-Time Employees who hold jobs that require equal skill, effort,
7 and responsibility, and that are performed under similar working conditions, provided that hourly pay
8 differentials between Part-Time and Full-Time Employees are permissible if such differentials are
9 based on reasons other than the Part-Time status of the Employee, such as a seniority system, merit
10 system, system which measures earnings by quantity or quality of production, performance or
11 responsibilities. This subsection (a) shall not affect the minimum hourly requirements for receipt of
12 benefits including but not limited to health care benefits.

13 (b) Access to Time Off. Employers shall provide Part-Time Employees with the same access to
14 Employer-provided paid and unpaid time off as that afforded to Full-Time Employees for the same job
15 classification. A Part-Time Employee's eligibility for Employer-provided paid or unpaid time off may
16 be pro-rated based on the number of hours that the Part-Time Employee works. This subsection (b)
17 shall not apply to Employers that are subject to the Minimum Compensation Ordinance, Administrative
18 Code Chapter 12P.

19 (c) Eligibility for Promotions. Employers shall provide Part-Time Employees with the same
20 eligibility for promotions as that afforded to Full-Time Employees for the same job classification,
21 provided that an Employer may condition eligibility for promotion on the Employee's availability for
22 Full-Time employment and on reasons other than the Part-Time status of the Employee, such as nature
23 and amount of work experience.

24 (g) The requirements imposed by this Section 3300G.5 shall apply to Property
25 Services Contractors as to work performed in San Francisco at a Formula Retail

1 Establishment covered by this Article 33G, under a contract with an Employer. An Employer
2 shall include in any such contract executed on or after the operative date of this Article 33G,
3 (1) a provision requiring the Property Services Contractor to comply with this Article and (2) a
4 copy of this Article. The Employer shall retain copies of such contracts for a period of not less
5 than three years following the expiration or termination of the contract, and make such copies
6 available to the Agency for inspection upon request. In addition, Sections 3300G.6, 3300G.7,
7 3300G.9, 3300G.10, and 3300G.11 of this Article shall apply to a Property Services
8 Contractor as if it is an Employer for purposes of notice, record retention, compliance,
9 investigation, and enforcement of the requirements of this Section 3300G.5.

10
11 **SEC. 3300G.6. NOTICE OF EMPLOYEE RIGHTS.**

12 (a) The Agency shall, no later than the operative date of this Article 33G, publish and make
13 available to Employers, in English, Spanish, Chinese, Tagalog, and all languages spoken by more than
14 5% of the San Francisco workforce, a notice suitable for posting by Employers in the workplace
15 informing applicants and Employees of their rights under this Article. The Agency shall update this
16 notice on December 1 of any year in which there is a change in the languages spoken by more than 5%
17 of the San Francisco workforce.

18 (b) Employers shall post the notice described in subsection (a) in a conspicuous place at every
19 workplace, job site, or other location in San Francisco under the Employer's control frequently visited
20 by its Employees who perform work at the Employer's Formula Retail Establishment(s). The notice
21 shall be posted in English, Spanish, Chinese, Tagalog, and any language spoken by at least 5% of the
22 Employees at the workplace, job site, or other location at which it is posted.

23
24 **SEC. 3300G.7. REQUIREMENTS GOVERNING RETENTION OF RECORDS.**

1 (a) Employers shall retain work schedules and payroll records pertaining to Employees for
2 three four years, and shall allow the Agency access to such records, with appropriate notice and
3 during business hours, to monitor compliance with the requirements of this Article 33G.

4 (b) The Director of the Agency or the Director's designee shall have access to all places of
5 labor subject to this Article 33G during business hours to inspect books and records, interview
6 employees, and investigate such matters necessary or appropriate to determine whether an Employer
7 has violated any provisions of this Article.

8 (c) Where an Employer does not maintain or retain adequate records documenting compliance
9 with this Article 33G or does not allow the Agency reasonable access to such records, it shall be
10 presumed that the Employer did not comply with this Article, absent clear and convincing evidence
11 otherwise.

12
13 **SEC. 3300G.8. CONFLICT WITH FAMILY FRIENDLY WORKPLACE ORDINANCE.**

14 If there is an unavoidable conflict between any requirement of this Article 33G and any
15 requirement of the San Francisco Family Friendly Workplace Ordinance, Chapter 12Z of the
16 Administrative Code, the requirements of this Article the San Francisco Family Friendly
17 Workplace Ordinance, Chapter 12Z of the Administrative Code shall prevail.

18
19 **SEC. 3300G.9. EXERCISE OF RIGHTS PROTECTED; RETALIATION PROHIBITED.**

20 (a) It shall be unlawful for an Employer or any other Person to interfere with, restrain, or deny
21 the exercise of, or the attempt to exercise, any right protected under this Article 33G.

22 (b) It shall be unlawful for an Employer to discharge, threaten to discharge, demote, suspend,
23 or otherwise take adverse employment action against any Employee in retaliation for exercising rights
24 protected under this Article 33G. Such rights include but are not limited to:

1 (1) the right to request a modification to the initial proposed work schedule provided
2 under Section 3300G.4(a);

3 (2) the right to inform any person about an Employer's alleged violation of this Article;

4 (3) the right to file a complaint with the Agency alleging a violation of this Article;

5 (4) the right to cooperate with the Agency or other persons in the investigation or
6 prosecution of any alleged violation of this Article;

7 (5) the right to oppose any policy, practice, or act that is unlawful under this Article;

8 and

9 (6) the right to inform any person of his or her rights under this Article.

10
11 **SEC. 3300G.10. INVESTIGATION AND ADMINISTRATIVE ENFORCEMENT BY THE**
12 **AGENCY.**

13 (a) Authority. The Agency is authorized to take appropriate steps to enforce and coordinate
14 enforcement of this Article 33G, including the investigation of any possible violations of this Article.

15 (b) Determination of Violation and Penalties.

16 (1) Where the Agency has reason to believe that a violation has occurred, it may order
17 any appropriate temporary or interim relief to mitigate the violation or maintain the status quo pending
18 completion of a full investigation.

19 (2) After investigating a possible violation of this Article 33G, and providing the
20 Employer the opportunity to respond to the allegations, if the Agency determines that a violation has
21 occurred, it may issue a Determination of Violation. The Determination of Violation shall identify the
22 violation and the factual basis for the determination. The Agency shall serve the Determination of
23 Violation on the Employer by United States mail and the date of service shall be the date of mailing. In
24 the Determination of Violation, the Agency may order any appropriate relief, provided, however, that
25 during the first six months following the operative date of this Article 33G, the Agency must

1 issue warnings and notices to correct. Thereafter, the Agency may order relief including, but
2 not limited to, requiring the Employer to offer payment of lost wages to the Employee or person whose
3 rights under this Article were violated, and the payment of an additional sum as an administrative
4 penalty in the amount of \$50 to each Employee or person whose rights under this Article were violated
5 for each day that the violation occurred or continued. To compensate the City for the costs of
6 investigating and remedying the violation, the Agency may also order the violating Employer to pay to
7 the City an amount that does not exceed its enforcement costs.

8 (c) Appeal Procedure. An Employer may appeal from a Determination of Violation in
9 accordance with the following procedures:

10 (1) Any appeal from a Determination of Violation (referred to in this subsection (c) as
11 "Appeal") shall be filed in writing by the party filing the Appeal (referred to as "Appellant") within 15
12 days of the date of service of the Determination of Violation. Appellant shall file the Appeal with the
13 City Controller and serve a copy on the Agency. Failure by the Appellant to file a timely, written
14 Appeal shall constitute concession to the violation, and the violation shall be deemed final upon
15 expiration of the 15-day period.

16 (2) Following the filing of the Appeal and service of a copy on the Agency, the Agency
17 shall promptly afford Appellant an opportunity to meet and confer in good faith regarding possible
18 resolution of the Determination of Violation in advance of further proceedings under this subsection
19 (c), with the intention that such meeting occur within 30 days of the date the Appeal is filed if feasible.

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

24 (4) Within 15 days of receiving a written request for appointment of a hearing officer,
25 the Controller shall appoint an impartial hearing officer who is not part of the Agency and immediately

1 notify the Agency and Appellant, and their respective counsel or authorized representative if any, of the
2 appointment. The appointed hearing officer shall be an Administrative Law Judge with not fewer than
3 two years experience in labor or employment law and/or wage and hour matters, or an attorney with
4 not fewer than five years' experience in labor or employment law and/or wage and hour matters.

5 (5) The hearing officer shall promptly set a date for a hearing. The hearing must
6 commence within 45 days of the date of the Controller's notice of appointment of the hearing officer,
7 and conclude within 75 days of such notice. The hearing officer shall conduct a fair and impartial
8 evidentiary hearing in conformance with the time limitations set forth in this subsection (c)(5) and in
9 any applicable rules and regulations, so as to avoid undue delay in the resolution of any Appeal. The
10 hearing officer shall have the discretion to extend the times under this subsection (c)(5), and any time
11 requirements under any applicable rules and regulations, only upon a determination of good cause.

12 (6) Appellant shall have the burden of proving by a preponderance of the evidence that
13 the basis for the Determination of Violation, and/or the amount of lost wages, interest, or penalty
14 payments at issue in the Appeal, is incorrect.

15 (7) Within 30 days of the conclusion of the hearing, the hearing officer shall issue a
16 written decision affirming, modifying, or dismissing the Determination of Violation. The decision of the
17 hearing officer shall consist of findings and a determination. The hearing officer's findings and
18 determination shall be the final administrative determination.

19 (8) Appellant may appeal a final administrative determination only by filing in San
20 Francisco Superior Court a petition for a writ of mandate under California Code of Civil Procedure,
21 section 1094.5, et seq., as applicable and as may be amended from time to time.

22 (9) Failure to appeal a Determination of Violation shall constitute a failure to exhaust
23 administrative remedies, which shall serve as a complete defense to any petition or claim brought by
24 the Employer against the City regarding the Agency's Determination of Violation.

1 (d) Compliance. Where prompt compliance with a Determination of Violation is not
2 forthcoming, the Agency may take any appropriate enforcement action to secure compliance, including
3 referring the action to the City Attorney to consider initiating a civil action pursuant to Section
4 3300G.11.

5 (e) Reporting Violations. An Employee or any individual who has reason to believe that a
6 violation of this Article 33G has occurred may report to the Agency any suspected violation of this
7 Article. The Agency shall encourage reporting pursuant to this subsection (e) by keeping confidential,
8 to the maximum extent permitted by applicable laws, the name and other identifying information of the
9 individual reporting the suspected violation; provided, however, that with the authorization of the
10 reporting individual, the Agency may disclose his or her name and identifying information as necessary
11 to enforce this Article or for other appropriate purposes.

12 (f) Report to the Board of Supervisors. By no later than January 31, 2016, January 31, 2017,
13 and January 31, 2018, and then January 31st of every even-numbered year thereafter, the Agency shall
14 provide a written report to the Board of Supervisors regarding this Article 33G. The report shall
15 include, but not be limited to, a discussion of the implementation and enforcement of this Article,
16 including the number of violations and the penalties assessed in the prior year (prior two years,
17 starting with the report due by January 31, 2020). The report may also include recommendations for
18 possible improvements to this Article.

19
20 **SEC. 3300G.11. CIVIL ENFORCEMENT.**

21 The City Attorney or any Employee or applicant for employment aggrieved by a violation
22 of this Article 33G may bring a civil action in a court of competent jurisdiction against an Employer,
23 for violating any requirement of this Article and, upon prevailing, shall be entitled to such legal or
24 equitable relief as may be appropriate to remedy the violation including, without limitation, the
25 payment of lost wages, the payment of an additional sum as a civil penalty not to exceed the amount

1 awarded for lost wages, and reinstatement in employment and/or injunctive relief, and shall be
2 awarded reasonable attorneys' fees and costs; provided, however, that any person or entity
3 enforcing this Article on behalf of the public as provided for under applicable state law shall,
4 upon prevailing, be entitled only to equitable, injunctive, or restitutionary relief, and reasonable
5 attorneys' fees and costs.

6
7 **SEC. 3300G.12. AGENCY MAY ADOPT REGULATIONS.**

8 The Agency may promulgate appropriate guidelines or rules to implement this Article 33G.
9 Such guidelines or rules shall be consistent with this Article and may be relied on by Employers,
10 Employees, and other persons to determine their rights and responsibilities under this Article. Such
11 guidelines or rules may establish procedures for ensuring fair, efficient, and cost-effective
12 implementation and enforcement of this Article, including supplementary procedures for helping to
13 inform Employees of their rights under this Article and for monitoring Employer compliance.

14
15 **SEC. 3300G.13. WAIVER UNDER COLLECTIVE BARGAINING AGREEMENT.**

16 ~~— A bona fide collective bargaining agreement may waive all or any portion of the~~
17 ~~applicable requirements of this Article 33G, provided the agreement explicitly states the~~
18 ~~waiver in clear and unambiguous terms. In the event of a conflict between a requirement of~~
19 ~~this Article and a requirement of a collective bargaining agreement, the requirement of the~~
20 ~~collective bargaining agreement shall control.~~

21
22 **SEC. 3300G.13~~4~~. NO LIMITATION OF OTHER RIGHTS AND REMEDIES.**

23 This Article 33G does not in any way limit the rights and remedies that the law otherwise
24 provides to Employees, including but not limited to the rights to be free from wrongful termination and
25 unlawful discrimination.

1
2 **SEC. 3300G.1415. SEVERABILITY.**

3 *If any section, subsection, sentence, clause, phrase, or word of this Article 33G, or any*
4 *application thereof to any person or circumstance, is held to be invalid or unconstitutional by a*
5 *decision of a court of competent jurisdiction, such decision shall not affect the validity of the remaining*
6 *portions or applications of the Article. The Board of Supervisors hereby declares that it would have*
7 *passed this Article and each and every section, subsection, sentence, clause, phrase, and word not*
8 *declared invalid or unconstitutional without regard to whether any other portion of this Article or*
9 *application thereof would be subsequently declared invalid or unconstitutional.*

10
11 **SEC. 3300G.1516. NO CONFLICT WITH FEDERAL OR STATE LAW.**

12 *Nothing in this Article 33G shall be interpreted or applied so as to create any right,*
13 *requirement, power, or duty in conflict with any federal or state law.*

14
15 **SEC. 3300G.1617. UNDERTAKING FOR THE GENERAL WELFARE.**

16 *In enacting and implementing this Article 33G, the City is assuming an undertaking only to*
17 *promote the general welfare. It is not assuming, nor is it imposing on its officers and employees, an*
18 *obligation for breach of which it is liable in money damages to any person who claims that such breach*
19 *proximately caused injury.*

20
21 **SEC. 3300G.1718. OPERATIVE DATE.**

22 *This Article 33G shall become operative ~~90~~ 180 days after its effective date.*

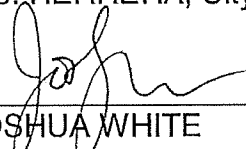
23
24 Section 3. Effective and Operative Dates.
25

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(a) Effective Date. This ordinance shall become effective 30 days after enactment. Enactment occurs when the Mayor signs the ordinance, the Mayor returns the ordinance unsigned or does not sign the ordinance within ten days of receiving it, or the Board of Supervisors overrides the Mayor's veto of the ordinance.

(b) Operative Date. As stated in Section 3300G.~~17~~18 of the Police Code, this ordinance shall become operative ~~90~~ 180 days after the effective date.

APPROVED AS TO FORM:
DENNIS J. HERRERA, City Attorney

By: 

JOSHUA WHITE
Deputy City Attorney

n:\legana\as2014\1500104\00972175.doc



City and County of San Francisco

Tails Ordinance

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

File Number: 141024

Date Passed: November 25, 2014

Ordinance amending the Police Code to require Formula Retail Establishments to provide employees with two weeks notice of work schedules, notice of changes to work schedules, and compensation for schedule changes made on less than seven days notice and unused on-call shifts; and to provide part-time employees with the same starting rate of hourly pay, access to time off, and eligibility for promotions, as provided to full-time employees.

November 12, 2014 Budget and Finance Committee - AMENDED, AN AMENDMENT OF THE WHOLE BEARING SAME TITLE

November 12, 2014 Budget and Finance Committee - CONTINUED TO CALL OF THE CHAIR AS AMENDED

November 17, 2014 Budget and Finance Committee - AMENDED, AN AMENDMENT OF THE WHOLE BEARING SAME TITLE

November 17, 2014 Budget and Finance Committee - RECOMMENDED AS AMENDED AS A COMMITTEE REPORT

November 18, 2014 Board of Supervisors - AMENDED

Ayes: 7 - Breed, Chiu, Cohen, Farrell, Mar, Tang and Wiener

Noes: 3 - Avalos, Kim and Yee

Excused: 1 - Campos

November 18, 2014 Board of Supervisors - AMENDED

Ayes: 10 - Avalos, Breed, Chiu, Cohen, Farrell, Kim, Mar, Tang, Wiener and Yee

Excused: 1 - Campos

November 18, 2014 Board of Supervisors - AMENDED

Ayes: 10 - Avalos, Breed, Chiu, Cohen, Farrell, Kim, Mar, Tang, Wiener and Yee

Excused: 1 - Campos

November 18, 2014 Board of Supervisors - NOT CONTINUED AS AMENDED

Ayes: 4 - Breed, Farrell, Tang and Wiener

Noes: 6 - Avalos, Chiu, Cohen, Kim, Mar and Yee

Excused: 1 - Campos

November 18, 2014 Board of Supervisors - PASSED ON FIRST READING AS AMENDED

Ayes: 10 - Avalos, Breed, Chiu, Cohen, Farrell, Kim, Mar, Tang, Wiener and Yee

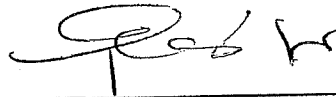
Excused: 1 - Campos

November 25, 2014 Board of Supervisors - FINALLY PASSED

Ayes: 10 - Avalos, Breed, Campos, Chiu, Farrell, Kim, Mar, Tang, Wiener and Yee
Excused: 1 - Cohen

File No. 141024

I hereby certify that the foregoing Ordinance was FINALLY PASSED on 11/25/2014 by the Board of Supervisors of the City and County of San Francisco.

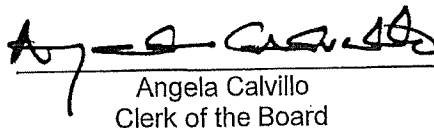


Angela Calvillo
Clerk of the Board

Unsigned
Mayor

12/5/14
Date Approved

I hereby certify that the foregoing ordinance, not being signed by the Mayor within the time limit as set forth in Section 3.103 of the Charter, or time waived pursuant to Board Rule 2.14.2, became effective without his approval in accordance with the provision of said Section 3.103 of the Charter or Board Rule 2.14.2.



Angela Calvillo
Clerk of the Board



CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE
MAYOR

January 10, 2013

NOTICE OF CIVIL SERVICE COMMISSION ACTION

SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACT NUMBERS 4055-12/13 THROUGH 4058-12/13; 4039-07/07; 3087-09/10 AND 2000-03/04.

At its meeting of January 7, 2013 the Civil Service Commission had for its consideration the above matter.

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

The Commission:

- 1) Adopted the report; Approved the requests for PSC #4057-12/13 on the condition that the General Services Agency submit a progress report on its staffing and vacancies to the Commission after six (6) months. Notified the Office of the Controller and the Office of Contract Administration.
- 2) Adopted the report; Approved the requests for PSC #4058-12/13 as amended to clarify why the work cannot be done in-house and to clarify that City employees will still be used to perform some of the needed work. Notified the Office of the Controller and the Office of Contract Administration.
- 3) Adopted the report; Approved the requests for all remaining contracts. Notified the Office of the Controller and the Office of Contract Administration.

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

CIVIL SERVICE COMMISSION

JENNIFER JOHNSTON
Executive Officer

Attachment

- c:
- Cynthia Avakian, Airport Commission
 - Jeanne Buick, Department of Human Resources
 - Micki Callahan, Human Resources Director
 - Carina Carlos, Department of Public Works
 - Gordon Choy, Department of Public Works
 - Leorah Dang, Department of Human Resources
 - Aleric Degrafinried, Public Utilities Commission
 - Jaci Fong, Office of Contract Administration
 - Jacque Hale, Department of Public Health
 - Deedra Jackson, Children, Youth & Families
 - Shamica Jackson, Public Utilities Commission
 - LaWan Jones, Public Utilities Commission
 - Deborah Landis, Board of Supervisors
 - Joan Lubamersky, General Services Agency
 - Ben Rosenfield, Office of the Controller
 - Commission File
 - Chron

POSTING FOR
01/07/2013

PROPOSED PERSONAL SERVICES CONTRACTS - Regular

PSC No	Dept No.	Dept Name	Approval Type	Contract Amount	Description of Work	Duration
4055-12/13	23	Children, Youth & Families	Regular	\$2,100,000	Vendor provides summer meals to citywide summer programs (June-August), for approximately 10 weeks each summer. (The exact length of the program schedule varies slightly, as it is based on the San Francisco Unified School District's summer vacation schedule.)	6/1/2013 - 8/31/2015
4056-12/13	40	Public Utilities Commission	Regular	\$100,000	The SFPUC intends to award an agreement for \$100,000 with a Micro-Local Business Enterprise (LBE) Structural Engineering firm on an as-needed basis to provide review of structural analysis and design, and/or assist in structural analysis and design of building projects.	1/1/2013 - 12/31/2017
4057-12/13	70	General Services Agency	Regular	\$1,500,000	The contractor will develop and implement an expanded employee outreach and education program on the City's labor laws. Primary activities include: community outreach, employee workshops and trainings, and counseling and referral services. The program will be conducted in as many languages as possible with an emphasis on immigrant and low-income communities.	2/1/2013 - 2/1/2016
4058-12/13	90	Public Works	Regular	\$225,000	Consultant shall conduct three hundred and seventy-six street and sidewalk evaluations per year for a three year period. The evaluations will take place at ninety four random commercial locations and ninety four random residential locations biannually. The evaluations shall be based on the twenty-one quantifiable standards rated in five different street and sidewalk categories which were established by the joint efforts of the Controller's Office and the Department of Public Works as a result of Proposition C.	1/1/2013 - 3/1/2016

Total Amount - Regular: \$3,925,000

Posting Date:

Page 1 of 1

CCSF: DHR PCSOP Posting

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: CONTROLLER -- CON

Dept. Code: CON

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

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

Type of Service: Municipal Financial Advisory Services

Funding Source: Bond Proceeds - Cost of Issuance

PSC Amount: \$2,000,000

PSC Est. Start Date: 07/01/2018

PSC Est. End Date 06/30/2023

1. Description of Work

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

Provide municipal financing advisory services to Office of Public Finance and other Controller's Office and City department staff in the following areas: general obligation bonds, certificates of participation, lease revenue bonds, Mello-Roos special tax bonds, tax allocation bonds, revenue bonds, tax-exempt commercial paper, special tax and fiscal consulting, and other forms of municipal financing.

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

These services are required to assist the City with appropriate implementation of the City's debt financing obligations and processes. If these services are denied, the City will not have access to independent expertise in debt financing.

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

Yes, PSC 44451-15/16 & Mod 1

D. Will the contract(s) be renewed?

Yes

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

not applicable

2. Reason(s) for the Request

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

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:

City must have access to independent and highly specialized expertise in debt financing and other municipal financing.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Must have specialized skills in municipal financing advisory services with experience working on general obligation bonds, certificates of participation, lease revenue bonds, Mello-Roos special tax bonds, tax allocation bonds, revenue bonds, tax-exempt commercial paper, special tax and fiscal consulting, and other forms of debt financing. Must have successfully completed two

California-based municipal financial advisory projects within the last five years, at least one of which was similar in size and scope to that proposed to the City.

B. Which, if any, civil service class(es) normally perform(s) this work? 1824, Pr Administrative Analyst; 0933, Manager V;

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

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

Independent expertise in debt financing, and other highly specialized municipal financing, is not available in the City.

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 classifications do not possess the independence, specialized experience and expertise required. This type of specialized service is not performed on a daily basis. The classes lack the required specialized expertise and experience and market presence. Also, the classes lack the experience and expertise of market information regarding structure of the financing, the terms, timing of the sale, maturity schedule of the bond, call features, spread of interest coupons, terms of delivery, and similar technical matters which may assist the City in obtaining the lowest practical interest costs and the widest competition for the purchase of bonds. Lastly, the classes are not insured.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. The work is highly specialized and independent in nature.

6. Additional Information

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

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

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. various Public Finance Firms with specialized skills

7. Union Notification: On 05/14/2018, the Department notified the following employee organizations of this PSC/RFP request:
Management & Superv Local 21; Municipal Executive Association

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

Name: Melissa Ng Phone: 415-554-5109 Email: melissa.ng@sfgov.org

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 44746 - 17/18

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 08/06/2018

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org
To: Ng, Melissa (CON); camaquey@sfmea.com (contact); staff@sfmea.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Ng, Melissa (CON); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 44746 - 17/18
Date: Monday, May 14, 2018 1:30:03 PM

RECEIPT for Union Notification for PSC 44746 - 17/18 more than \$100k

The CONTROLLER -- CON has submitted a request for a Personal Services Contract (PSC) 44746 - 17/18 for \$2,000,000 for Initial Request services for the period 07/01/2018 – 06/30/2023. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/10992> 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: CONTROLLER

Dept. Code: CON

Type of Request: Initial Modification of an existing PSC (PSC # 44451 - 15/16)

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

Type of Service: Municipal Financial Advisory Services

Funding Source: Bond Proceeds - Cost of Issuance

PSC Original Approved Amount: \$2,000,000 PSC Original Approved Duration: 04/01/16 - 03/25/21 (4 years 51 weeks)

PSC Mod#1 Amount: \$995,000 PSC Mod#1 Duration: 01/18/17-03/25/23 (2 years)

PSC Cumulative Amount Proposed: \$2,995,000 PSC Cumulative Duration Proposed: 6 years 51 weeks

1. Description of Work

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

Provide municipal financing advisory services to Office of Public Finance and other Controller's Office and City department staff in the following areas: general obligation bonds, certificates of participation, lease revenue bonds, Mello-Roos special tax bonds, tax allocation bonds, revenue bonds, tax-exempt commercial paper, special tax and fiscal consulting, and other forms of municipal financing.

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

These services are required to assist the City with appropriate implementation of the City's debt financing obligations and processes. If these services are denied, the City will not have access to independent expertise in debt financing.

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

yes

D. Will the contract(s) be renewed?

Yes.

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

This PSC is for Municipal Financial Advisory Services which includes special tax and fiscal consulting services that require administrative fees that are 5 years or more.

2. Reason(s) for the Request

A. Display all that apply

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

Explain the qualifying circumstances:

City must have access to independent and highly specialized expertise in debt financing and other municipal financing.

B. Reason for the request for modification:

Modification to increase PSC amount by \$995,000 (\$2 million Initial PSC + \$995,000 Mod 1 = \$2,995,000 PSC Total) and extend duration by 2 years to 3/25/2023. Modification needed due to unanticipated increased need for services.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Must have specialized skills in municipal financing advisory services with experience working on general obligation bonds, certificates of participation, lease revenue bonds, Mello-Roos special tax bonds, tax allocation bonds, revenue bonds, tax-exempt commercial paper, special tax and fiscal consulting, and other forms of debt financing. Must have successfully completed two California-based municipal financial advisory projects within the last five years, at least one of which was similar in size and scope to that proposed to the City.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1824, Pr Administrative Analyst; 0933, Manager V;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

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

Not Applicable

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 classifications do not possess the independence, specialized experience and expertise required. This type of specialized service is not performed on a daily basis. The classes lack the required specialized expertise and experience and market presence. Also, the classes lack the experience and expertise of market information regarding structure of the financing, the terms, timing of the sale, maturity schedule of the bond, call features, spread of interest coupons, terms of delivery, and similar technical matters which may assist the City in obtaining the lowest practical interest costs and the widest competition for the purchase of bonds. Lastly, the classes are not insured.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. The work is highly specialized and independent in nature.

6. Additional Information

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

No.

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

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.
Goodwin PSC37566-14.15

7. **Union Notification:** On 01/18/17, the Department notified the following employee organizations of this PSC/RFP request:
Municipal Executive Association; Management & Superv Local 21;

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

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 44451 - 15/16

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 02/06/2017

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: CONTROLLER -- CONDept. Code: CONType of Request: Initial Modification of an existing PSC (PSC # _____)Type of Approval: Expedited Regular Annual Continuing (Omit Posting)Type of Service: Municipal Financial Advisory ServicesFunding Source: Bond Proceeds - Cost of IssuancePSC Duration: 4 years 51 weeksPSC Amount: \$2,000,000**1. Description of Work**

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

Provide municipal financing advisory services to Office of Public Finance and other Controller's Office and City department staff in the following areas: general obligation bonds, certificates of participation, lease revenue bonds, Mello-Roos special tax bonds, tax allocation bonds, revenue bonds, tax-exempt commercial paper, special tax and fiscal consulting, and other forms of municipal financing.

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

These services are required to assist the City with appropriate implementation of the City's debt financing obligations and processes. If these services are denied, the City will not have access to independent expertise in debt financing.

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

Yes, PSC #4029-11/12 & Mod 1.

D. Will the contract(s) be renewed?

Yes.

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

not applicable

2. Reason(s) for the Request

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

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:

City must have access to independent and highly specialized expertise in debt financing and other municipal financing.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Must have specialized skills in municipal financing advisory services with experience working on general obligation bonds, certificates of participation, lease

revenue bonds, Mello-Roos special tax bonds, tax allocation bonds, revenue bonds, tax-exempt commercial paper, special tax and fiscal consulting, and other forms of debt financing. Must have successfully completed two California-based municipal financial advisory projects within the last five years, at least one of which was similar in size and scope to that proposed to the City.

- B. Which, if any, civil service class(es) normally perform(s) this work? 1824, Pr Administrative Analyst; 0933, Manager V;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain:
No.

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

Independent expertise in debt financing, and other highly specialized municipal financing, is not available in the City.

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 classifications do not possess the independence, specialized experience and expertise required. This type of specialized service is not performed on a daily basis. The classes lack the required specialized expertise and experience and market presence. Also, the classes lack the experience and expertise of market information regarding structure of the financing, the terms, timing of the sale, maturity schedule of the bond, call features, spread of interest coupons, terms of delivery, and similar technical matters which may assist the City in obtaining the lowest practical interest costs and the widest competition for the purchase of bonds. Lastly, the classes are not insured.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. The work is highly specialized and independent in nature.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
No. No training - Civil Service classifications are not insured.
- 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. various Public Finance Firms with specialized skills.

7. **Union Notification:** On 02/24/2016, the Department notified the following employee organizations of this PSC/RFP request:
Management & Superv Local 21; Municipal Executive Association

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

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 44451 - 15/16

DHR Analysis/Recommendation:

action date: 05/16/2016

Commission Approval Required

Approved by Civil Service Commission

05/16/2016 DHR Approved for 05/16/2016

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION -- PUC

Dept. Code: PUC

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

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

Type of Service: Equipment Maintenance and Repair

Funding Source: Operating Funded

PSC Duration: 3 years

PSC Amount: \$500,000

1. Description of Work

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

The scope of services includes one annual preventative maintenance visit per instrument and unlimited emergency repair and telephone/online support for 9 Agilent-manufactured equipment items located at the Water Quality Division's Millbrae Drinking Water and Southeast Wastewater Laboratories. The instruments are owned by the San Francisco Public Utilities Commission (SFPUC) and are used for regulatory analysis of City and County of San Francisco (CCSF) drinking and wastewater supplies.

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

This service is necessary to ensure that the equipment that tests the safety of drinking water and wastewater is operating correctly, and is needed to meet regulatory compliance. Consequences of denial could lead to endangering the health of SFPUC's 2.5 million 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.

This service has been provided in the past via Blanket Purchase Order BPUW16000030.

D. Will the contract(s) be renewed?

Yes.

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

not applicable

2. Reason(s) for the Request

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

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

B. Explain the qualifying circumstances:

This contract is short-term and provides very specialized (proprietary) services to maintain equipment, used for ensuring the safety of the water supply consumed by SFPUC's 2.5 million customers.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Skills in operating proprietary Agilent-manufactured equipment to perform maintenance and repairs.
- B. Which, if any, civil service class(es) normally perform(s) this work? none
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, the contractor will provide replacement parts, and where applicable by warranty, will replace major components of the systems.

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

There are no standard equipment maintenance technicians job classifications. Current city staff do not have the specialized training to work on these sophisticated devices. Additionally, allowing City staff to provide these services could invalidate the warranties for the equipment and/or parts.

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

- A. Explain why civil service classes are not applicable.
Civil service staff lack the technical knowledge to perform these services and will invalidate the warranties for the equipment and/or parts.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. Rapidly evolving analytical methods and technological advancements could render this technology/instruments obsolete by the end of their 10-years lifetime.

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. Maintenance services provided by people other than their authorized representative could jeopardize the SFPUC's significant investment (>\$5M).
- 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 07/03/2018, the Department notified the following employee organizations of this PSC/RFP request:
all unions were notified

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

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 33342 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 08/06/2018

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org
To: Jackson, Shamica; Wanless, Annie (HRD); kcartermartinez@cirseiu.org; ecassidy@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; sarah.wilson@seiu1021.org; kschumacher@ifpte21.org; kpage@ifpte21.org; tienkins@uapd.com; eerbach@ifpte21.org; tmathews@ifpte21.org; amakayan@ifpte21.org; jb@local16.org; Ricardo.lopez@sfgov.org; Basconciillo, Kathy; Sandeep.lal@seiu1021.me; pcamarillo_seiu@sbcglobal.net; MRainsford@Local39.org; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; pkim@ifpte21.org; agonzalez@iam1414.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; gail@sffdlocal798.org; cityworker@sfcwu.org; davidmkersten@gmail.com; djohnson@opcmialocal300.org; hodlocal@pachell.net; ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org; xiumin.li@seiu1021.org; Poon, Sin Yee (HSA); smcgarry@nccrc.org; rmitchell@twusf.org; grojo@Local39.org; jduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org; L21PSCReview@ifpte21.org; sfsmsa@gmail.com; mshelley@dc16.us; david.canham@seiu1021.org; jtanner940@aol.com; oashworth@ibew6.org; L21PSCReview@ifpte21.org; LiUNA.local261@gmail.com; local200twu@sbcglobal.net; speedy4864@aol.com; camaguey@sfmea.com; ecdemvoter@aol.com; thomas.vitale@seiu1021.org; Jackson, Shamica; DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 33342 - 18/19
Date: Tuesday, July 03, 2018 3:14:32 PM

RECEIPT for Union Notification for PSC 33342 - 18/19 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 33342 - 18/19 for \$500,000 for Initial Request services for the period 07/01/2018 – 06/30/2021. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/11651> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT

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

Modification
Personal Services Contracts

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION

Dept. Code: AIR

Type of Request: Initial Modification of an existing PSC (PSC # 4136 05/06)

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

Type of Service: Parking Citation Processing and Adjudication Services

Funding Source: Airport Operating Funds

PSC Original Approved Amount: \$240,000

PSC Original Approved Duration: 07/01/06 - 06/30/14 (8 years 1 day)

PSC Mod#1 Amount: \$120,000

PSC Mod#1 Duration: 07/01/14-06/29/18 (4 years)

PSC Mod#2 Amount: no amount added

PSC Mod#2 Duration: 06/25/18-06/30/20 (2 years 2 days)

PSC Cumulative Amount Proposed: \$360,000

PSC Cumulative Duration Proposed: 14 years 3 days

1. Description of Work

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

Parking citation processing and adjudication services. These services include collection by mail, phone or web site, sending multiple reminder notices, placing Department of Motor (DMV) holds, conducting appeals and optional advanced collection efforts. In Fiscal Year 2004/5, the number of parking citations processed was 7,587 which is insufficient to hire a full-time person.

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

When State law decriminalized parking citations, the San Mateo County court system transferred the responsibility for parking citations' processing & collection to local agencies. The Airport lies within San Mateo County, so parking citations must be processed under San Mateo County's administrative code. Since the Airport is a member of the San Mateo County Cities and Agencies (SMCCA), the Airport used the results...see attached initial Form 1 for more info.)

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

Yes, under this PSC #4136-05/06.

D. Will the contract(s) be renewed?

Yes, if the need for services continue 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 existing contract term is 7/1/15 to 6/30/20.

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).

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

REASON FOR CHECKING OTHER:

Volume of work is not sufficient to hire a staff person and the workload varies during the year due to seasonal factors.

B. Reason for the request for modification:

Extending the term to coincide with the contract term end date.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Expertise in processing and adjudication of parking citations issued within San Mateo County.

B. Which, if any, civil service class(es) normally perform(s) this work? 8167, Administrative Hearing Examiner; 8168, Parking Hearing 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 or equipment that is not already in use by 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.

Civil service classifications are applicable, however, the volume of work is not sufficient to hire a staff person, and the workload varies within the year due to seasonal factors such as holidays, and unpredictable variables such as weather. Also, the Airport has been successful at encouraging travelers to use options other than cars, especially with the opening of BART to the Airport, so the number of parking citations has fallen from previous years.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No, there are already civil service classifications to perform this work. Please see answer 4a.

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 provided as 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.
Yes, Turbo Data will continue to support SFO.

7. **Union Notification:** On 06/22/18, the Department notified the following employee organizations of this PSC/RFP request:
Unrepresented Miscellaneous; 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# 4136 05/06

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 08/06/2018

Receipt of Union Notification(s)

Choi, Suzanne (HRD)

From: dhr-psccordinator@sfgov.org on behalf of cynthia.avakian@flysfo.com
Sent: Friday, June 22, 2018 12:21 PM
To: Cynthia Avakian (AIR); ecassidy@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; mathews.timothy@gmail.com; kschumacher@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Theresa Lopez (AIR); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Modification Request to PSC # 4136 05/06 - 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 \$0 for services for the period June 25, 2018 – June 30, 2020. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

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

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/2171>

Email sent to the following addresses: L21PSCReview@ifpte21.org pkim@ifpte21.org kschumacher@ifpte21.org mathews.timothy@gmail.com wendywong26@yahoo.com WendyWong26@yahoo.com ecassidy@ifpte21.org

Additional Attachment(s)

AIRPORT COMMISSION

CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION NO. 05-0069

ADOPT RESOLUTION AUTHORIZING AIRPORT DIRECTOR TO CONTRACT WITH TURBO DATA SYSTEMS, INC. FOR PARKING CITATION SERVICES IN COOPERATION WITH THE SAN MATEO COUNTY CITIES FOR AN AMOUNT NOT TO EXCEED \$40,000 PER YEAR.

- WHEREAS, San Francisco International Airport entered into an agreement with Turbo Data Systems for parking citation processing services for the period starting January 1, 2001 through June 30, 2002 as permitted by §21.16 of the *San Francisco Administrative Code* which permits the City to utilize the competitive procurement process of multiple public agencies acting cooperatively when in the best interests of the City; and
- WHEREAS, The term of the original agreement was extended for the period starting July 1, 2003 through June 30, 2004; and
- WHEREAS, The term of the San Mateo County Cities Agreement with Turbo Data Systems, Inc. was for three years starting July 1, 1999 with one three-year option to renew effectively ending the agreement June 30, 2005; and
- WHEREAS, Turbo Data Systems, Inc. has been providing parking citation processing services without a contract since July 2004 with payment for services being made by Direct Payment Voucher pending award of a new contract; and
- WHEREAS, Processing Airport parking citations by the S.F. Department of Parking and Traffic and its contractor was determined to be not feasible because of the stringent cost accounting and documentation requirements involved in obtaining services through another City department and the fact that Airport parking citations are subject to San Mateo rather than San Francisco County judicial review and payment of mandatory deductions from the fine revenue; and
- WHEREAS, Greater efficiency, reliability and lower costs can be achieved by taking advantage of the economies of quantity and scale afforded by utilizing the master vendor selection of the San Mateo County Cities; and
- WHEREAS, The Airport is physically located San Mateo County and its parking citation processing requirements are much more similar to those of the other San Mateo County Cities than San Francisco's; and

AIRPORT COMMISSION

CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION NO. 05-0069

WHEREAS, It is therefore in the best interests of the City, the Commission and the public to rely upon the competitive selection process of the San Mateo County Cities in obtaining these services for the Airport; and

WHEREAS, The San Mateo County Cities are recommending a minimum one to three year extensions to the current agreement with Turbo Data Systems, Inc. pending a new competitive procurement process; and

WHEREAS, Turbo Data Systems, Inc. has provided satisfactory services; now, therefore be it

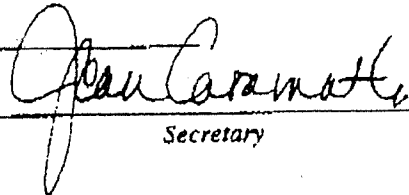
RESOLVED, That this Commission authorizes the Airport Director to establish a new contract with Turbo Data Systems, Inc. for this fiscal year on the same terms as the original San Mateo County Cities Agreement as previously extended; and be it further

RESOLVED, That this Commission authorizes the Airport Director to modify the contract with Turbo Data Systems, Inc. to extend beyond June 30, 2005 with the termination date of this extension not-to-exceed beyond June 30, 2008.

I hereby certify that the foregoing resolution was adopted by the Airport Commission

at its meeting of _____

MAY 03 2005


Secretary

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION Dept. Code: AIR

Type of Request: [] Initial [X] Modification of an existing PSC (PSC # 4136 05/06)

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

Type of Service: Parking Citation Processing and Adjudication Services

Funding Source: Airport Operating Funds
PSC Original Approved Amount: \$240,000 PSC Original Approved Duration: 07/01/06 - 06/30/14 (8 years 1 day)
PSC Mod#1 Amount: \$120,000 PSC Mod#1 Duration: 07/01/14-06/29/18 (4 years)
PSC Mod#2 Amount: PSC Mod#2 Duration:
PSC Cumulative Amount Proposed: \$360,000 PSC Cumulative Duration Proposed: 12 years 1 day

1. Description of Work

A. Scope of Work:

Parking citation processing and adjudication services. These services include collection by mail, phone or web site, sending multiple reminder notices, placing Department of Motor (DMV) holds, conducting appeals and optional advanced collection efforts. In Fiscal Year 2004/5, the number of parking citations processed was 7,587 which is insufficient to hire a full-time person.

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

When State law decriminalized parking citations, the San Mateo County court system transferred the responsibility for parking citations' processing & collection to local agencies. The Airport lies within San Mateo County, so parking citations must be processed under San Mateo County's administrative code. Since the Airport is a member of the San Mateo County Cities and Agencies (SMCCA), the Airport used the results...see attached initial Form 1 for more info.)

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

Yes.

D. Will the contract(s) be renewed? Yes, if the need for services continue at the Airport.

2. Union Notification: On 06/06/14, the Department notified the following employee organizations of this PSC/RFP request: Unrepresented Miscellaneous; Professional & Tech Engrs, Local 21;

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4136 05/06

DHR Analysis/Recommendation:

Commission Approval Not Required

Civil Service Commission Action:

Approved by DHR on 06/18/2014

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

Expertise in processing and adjudication of parking citations issued within San Mateo County.

B. Which, if any, civil service class(es) normally perform(s) this work?
8167,8168,

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:
No, the contractor will not provide facilities or equipment that is not already in use by the City.

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

Civil service classifications are applicable, however, the volume of work is not sufficient to hire a staff person, and the workload varies within the year due to seasonal factors such as holidays, and unpredictable variables such as weather. Also, the Airport has been successful at encouraging travelers to use options other than cars, especially with the opening of BART to the Airport, so the number of parking citations has fallen from previous years.

B. Would it be practical to adopt a new civil service class to perform this work? Explain.
No, there are already civil service classifications to perform this work. Please see answer 4a.

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

YES NO

- A. Will the contractor directly supervise City and County employee? YES NO
- B. Will the contractor train City and County employee? YES NO
- C. Are there legal mandates requiring the use of contractual services? YES NO
- D. Are there federal or state grant requirements regarding the use of contractual services? YES NO
- E. Has a board or commission determined that contracting is the most effective way to provide this service? YES NO
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? Yes, Turbo Data will continue to support SFO. YES NO

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD
ON 06/06/14 BY:

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

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



CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

June 21, 2006

GAVIN NEWSOM
MAYOR

NOTICE OF CIVIL SERVICE COMMISSION ACTION

**SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED
PERSONAL SERVICES CONTRACT NUMBERS 4129-05/06
THROUGH 4138-05/06; 4013-04/05; 4014-05/06 AND 4045-05/06.**

LINDA RICHARDSON
PRESIDENT

At its meeting of June 19, 2006 the Civil Service Commission had for its consideration the above matter.

THOMAS T. NG
VICE PRESIDENT

It was the decision of the Commission to withdraw PSC #4036-05/06; adopt the Human Resources Director's report on all remaining contracts. Notify the offices of the Controller and the Purchaser.

ALICIA D. BECERRIL
COMMISSIONER

DONALD A. CASPER
COMMISSIONER

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.

MORGAN R. GORRONO
COMMISSIONER

KATE FAVETTI
EXECUTIVE OFFICER

CIVIL SERVICE COMMISSION

KATE FAVETTI
Executive Officer

Attachment

c: Parveen Boparai, Municipal Transportation Agency
Brenda Burrell, Mayor's Office of Housing
Philip Ginsburg, Human Resources Director
James Howells, Public Utilities Commission
Elizabeth Jacobi, Department of Human Resources
Galen Leung, San Francisco International Airport
Jonathan Nelly, Department of Human Resources
Commission File
Chron

POSTING FOR
June 19, 2006

RECOMMENDED APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACTS

PSC No.	DeptNo	DeptName	Approval Type	Contract Amount	Description of work	Duration
4129-05/06	32	Public Utilities Commission (Hetch Hetchy)	Regular	\$60,000.00	Will design and implement the new HMI at Kirkwood Powerhouse and system wide.	31-Mar-07
4130-05/06	47	Public Utilities Commission (Water Department)	Regular	\$875,000.00	Will provide professional services personnel to the San Francisco Water Department's, Water Supply and Treatment, Division Corrosion Protection Services section.	30-Jun-13
4131-05/06	40	Public Utilities Commission	Regular	\$114,000.00	Will provide the furnishing, installation and 2 years of operation and maintenance for a Molten Carbonate Fuel Cell.	31-Aug-09
4132-05/06	40	Public Utilities Commission	Regular	\$750,000.00	Will provide an irrevocable direct pay letter of credit to secure the payment of the principal of and interest on the subordinate lien tax-exempt commercial paper program for the Wastewater Enterprise.	31-Aug-11
4133-05/06	40	Public Utilities Commission	Regular	\$9,800,000.00	Will perform complete environmental analysis and assessing impacts of various Water System Improvement Program projects, in order to provide regulatory documentation services required by various federal environmental regulations.	31-Jul-08
4134-05/06	27	Airport Commission	Regular	\$1,048,000.00	Will provide marketing and redesign of the Airport's communication channels.	30-Jun-07
4135-05/06	27	Airport Commission	Regular	\$4,020,000.00	Will provide Travel Medicine, Urgent Care, and Occupational Health services for San Francisco International Airport's passengers, visitors, and employees, as well as for employees of tenants of the airport through a medical clinic.	30-Jun-12
4136-05/06	27	Airport Commission	Regular	\$240,000.00	Will provide parking citation processing and adjudication services. Services will include collection by mail, phone or website, sending multiple reminder notices, placing Department of Motor Vehicle holds, conducting appeals and other collection efforts.	30-Jun-14



PERSONAL SERVICES CONTRACT SUMMARY

DATE: May 22, 2006

DEPARTMENT NAME: AIRPORT COMMISSION

DEPARTMENT NUMBER: 27

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

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

TYPE OF SERVICE: Parking Citation Processing and Adjudication Services

FUNDING SOURCE: Airport Operating Funds

PSC AMOUNT: \$240,000 (\$30,000 per year) PSC DURATION: 7/1/2006 - 6/30/2014 (8 years)

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

Parking citation processing and adjudication services. These services include collection by mail, phone or web site, sending multiple reminder notices, placing Department of Motor Vehicle (DMV) holds, conducting appeals and optional advanced collection efforts. In Fiscal Year 2004/05, the number of parking citations processed was 7,587 which is insufficient to hire a full-time staff person.

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

When State law decriminalized parking citations, the San Mateo County court system transferred the responsibility for parking citations' processing and collection to local agencies. The Airport lies within San Mateo County, so parking citations must be processed under San Mateo County's administrative code. Since the Airport is a member of San Mateo County Cities and Agencies (SMCCA), the Airport used the results of an RFP run by SMCCA to enter into a contract in 1999 for these services. In January 2006 a new RFP was issued by Daly City on behalf of SMCCA and the most responsive proposal yielded lower rates than the current, existing contract. Denial of this request will result in uncollected parking citations and lower revenues for the Airport.

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 through a contract, most recently under the authority of PSC # 4097-04/05.

D. Will the contract(s) be renewed? Yes; the need for such services will continue at the Airport.

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

IFPTE Local 21 Union Name Galen W.M. Leung Signature of person mailing/faxing form MAY 22 2006 Date

RFP sent to: Union Name on Date Signature

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC # 4136-05/06 STAFF ANALYSIS/RECOMMENDATION:

Approved 6/19/06

CIVIL SERVICE COMMISSION ACTION:

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

Expertise in the processing and adjudication of parking citations issued within San Mateo County.

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

8167 Parking Hearing Examiner and 8168 Parking Hearing Supervisor

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

No; the contractor will not provide facilities or equipment that is not already in use by the City.

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

Civil service classifications are applicable, however, the volume of work is not sufficient to hire a staff person, and the workload varies within the year due to seasonal factors such as holidays, and unpredictable variables such as weather. Also, the Airport has been successful at encouraging travelers to use options other than cars, especially with the opening of BART to the Airport, so the number of parking citations has fallen from previous years.

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

No, there are already civil service classifications to perform this work. Please see answer to 4a above.

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

Yes No

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

B. Will the contractor train City and County employees?

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

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

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

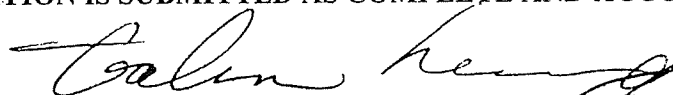
E. Has a board or commission determined that contracting is the most effective way to provide this service?

An Airport Commission resolution is being considered on June 6, 2006. The previous resolution for this service, #05-0069, authorized the Airport to enter into contract extensions through June 2008 while awaiting the results of an RFP. The RFP has been completed and the new Airport Commission resolution will reflect the results of the new RFP.

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

An RFP was conducted and Turbo Data Systems will again be providing the services.

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



Signature of Departmental Personal Services Contract Coordinator

Galen W.M. Leung

Print or Type Name

(650) 821-2012

Telephone Number

Airport Commission, Contracts Administration Unit

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

Address

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 # 42017 - 14/15)

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

Type of Service: Relocation Assistance

Funding Source: General Fund

PSC Original Approved Amount: \$300,000 PSC Original Approved Duration: 02/01/15 - 01/31/19 (4 years)

PSC Mod#1 Amount: \$250,000 PSC Mod#1 Duration: no duration added

PSC Cumulative Amount Proposed: \$550,000 PSC Cumulative Duration Proposed: 4 years

1. Description of Work

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

Strategic Planning For Relocation Assistance including preparation of relocation plans, study, and implementation of same; preparation of mandated notices, information brochures and other documents as required by state and/or federal Relocation Law; claim administration and recommendations; determination of eligibility for relocation benefits under applicable laws and guidelines; advisory assistance to those who are displaced; timely preparation and distribution of notices to vacate and other notices as required; provide both business and residential relocation services as necessary.

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

Upon acquisition or condemnation of property, the City must provide relocation assistance under state and/or federal law. Depending on the project's monetary sources, failure to provide could result in business and/or resident not relocating, delay in project, lawsuit against City for all of same.

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?

No

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

2. Reason(s) for the Request

A. Display all that apply

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

REASON FOR CHECKING OTHER:

Very specialized knowledge/expertise required. Short term period

B. Reason for the request for modification:

Two departments have additional moving needs not anticipate in the original request.
Associated Right of Way Services is the current vendor and will perform the additional work.

3. Description of Required Skills/Expertise

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

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

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 do not possess the expertise, experience and knowledge for tasks required
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. This is a short term 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 training will be provided.
- C. Are there legal mandates requiring the use of contractual services?

No.

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

No.

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

No.

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

This is for additional work to be done

7. **Union Notification:** On 06/26/18, the Department notified the following employee organizations of this PSC/RFP request:

Architect & Engineers, Local 21;

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

Name: Joan Lubamersky Phone: 4155544859 Email: joan.lubamersky@sfgov.org

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 42017 - 14/15

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 08/06/2018

Receipt of Union Notification(s)

Lubamersky, Joan (ADM)

From: dhr-psccordinator@sfgov.org on behalf of joan.lubamersky@sfgov.org
Sent: Tuesday, June 26, 2018 1:01 PM
To: Lubamersky, Joan (ADM); ecassidy@ifpte21.org; WendyWong26@yahoo.com;
wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org;
kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org;
L21PSCReview@ifpte21.org; DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Modification Request to PSC # 42017 - 14/15 - 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 \$250,000 for services for the period February 1, 2015 – January 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/11428>
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

Additional Attachment(s)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - CITY ADMIN -- ADM Dept. Code: ADM

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

Type of Approval: Expedited Regular (Omit Posting)

Type of Service: Relocation Assistance

Funding Source: General Fund PSC Duration: 4 years
PSC Amount: \$300,000 PSC Est. Start Date: 02/01/2015 PSC Est. End Date: 01/31/2019

1. Description of Work

A. Scope of Work:

Strategic Planning For Relocation Assistance including preparation of relocation plans, study, and implementation of same; preparation of mandated notices, information brochures and other documents as required by state and/or federal Relocation Law; claim administration and recommendations; determination of eligibility for relocation benefits under applicable laws and guidelines; advisory assistance to those who are displaced; timely preparation and distribution of notices to vacate and other notices as required; provide both business and residential relocation services as necessary.

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

Upon acquisition or condemnation of property, the City must provide relocation assistance under state and/or federal law. Depending on the project's monetary sources, failure to provide could result in business and/or resident not relocating, delay in project, lawsuit against City for all of same.

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 not been provided in the past.

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

2. **Union Notification:** On 01/05/2015, the Department notified the following employee organizations of this PSC/RFP request: Architect & Engineers, Local 21,

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 42017 - 14/15

DHR Analysis/Recommendation: 03/16/2015

Commission Approval Required

DHR Approved for 03/16/2015

Approved by Civil Service Commission

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

At least 5 years residential and commercial relocation services for governmental agencies; licensed and certified to conduct business in State of California; successful completion of course on Uniform Relocation Assistance and Real Property Acquisition Policies Act; successful completion of course on relocation assistance; experience testifying as expert witness in Relocation Assistance Appeals Board proceeding or superior court action regarding relocation claims; experience in office, commercial and residential relocations in Bay Area in last two (2) years

B. Which, if any, civil service class(es) normally perform(s) this work?
4142,

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

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

Civil services classes do not possess the expertise, experience and knowledge for tasks required

B. Would it be practical to adopt a new civil service class to perform this work? Explain.
No. This is a short term 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?	<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 02/25/2015 BY:

Name: Joan Lubamersky Phone: 4155544859 Email: joan.lubamersky@sfgov.org

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

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION

Dept. Code: PUC

Type of Request: Initial Modification of an existing PSC (PSC # 38403 - 17/18)

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

Type of Service: Executive Search Services (PRO.0100)

Funding Source: Wastewater & Power Enterprises

PSC Original Approved Amount: \$66,000

PSC Original Approved Duration: 11/30/17 - 11/30/19 (2 years)

PSC Mod#1 Amount: \$100,000

PSC Mod#1 Duration: 12/01/19-03/30/20 (17 weeks 1 day)

PSC Cumulative Amount Proposed: \$166,000

PSC Cumulative Duration Proposed: 2 years 17 weeks

1. Description of Work

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

The proposed Executive Search Firm will conduct nationwide searches to fill the Assistant General Manager (AGM) position of Wastewater Enterprise (WWE) and the Deputy AGM of Power Enterprise. These two positions are critical at the San Francisco Public Utilities Commission (SFPUC). Staff from the proposed Executive Search Firm will meet with Executive Staff of the SFPUC to determine the core competencies, prepare a work plan with detailed timeline to conduct executive searches and identify top notch candidates.

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

The AGM for WWE and the Deputy AGM for Power Enterprise positions are key to the SFPUC. Securing services provided by the proposed Executive Search Firm is essential to ensure that top notch candidates, with the skill-set needed are recruited for these positions. Lack of top talent to fill these key positions at the SFPUC can have devastating consequences for the Wastewater and Power Enterprises of the SFPUC as it can negatively impact operations of the sewer services and the implementation of Power initiatives at the SFPUC.

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

This service is currently being provided via PSC No. 38403 - 17/18.

D. Will the contract(s) be renewed?

No.

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

2. Reason(s) for the Request

A. Display all that apply

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

Explain the qualifying circumstances:

The Wastewater Enterprise AGM position was recently vacated and the General Manager has requested the services of an Executive Search Firm to ensure that best potential candidates are identified for this position. This is a critical and key position to fill. Also, Power Enterprise is in the process of implementing new initiatives and expanding services provided. The Deputy AGM, Power position requires a high level of expertise in the new and expanded areas of power. The field is very competitive and there is a shortage of leaders with the skill set needed for this top level position in the Power Enterprise.

B. Reason for the request for modification:

To provide Executive Search Services for SFPUC's Power Enterprise management positions.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Expertise in high level executive recruitments; have a good understanding of the political climate; strong relationships with top level government, nonprofit, and private sector executive; experience working with professional power related agencies; experience conducting nationwide executive searches; ability to invest resources needed to ensure a successful executive search.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1250, Recruiter;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, the contractor will be using their own resources, tools and network to reach out to potential candidates on a nationwide basis.

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

Not Applicable

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

- A. Explain why civil service classes are not applicable.
There is currently class 1250 Recruiter, which performs some of the duties identified by the consultant; however, positions in this class do not require the depth and breadth of experience that consultants provide in conducting executive searches for top level leadership positions.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: Creation of new classes is managed by the Department of Human Resources at City and County of San Francisco (CCSF). The need for executive searches is sporadic and performed on as needed basis. Recommendation to create a new class is not supported by the current needs.

6. Additional Information

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

No.

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

The contractor will be conducting executive searches which do not require training staff. Contractor will be working with Human Resources Services staff in coordinating recruitment and selection activities.

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

No.

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

No.

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

No.

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

Alliance Resource Consulting, LLC

7. Union Notification: On 06/25/18, the Department notified the following employee organizations of this PSC/RFP request:

Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21;

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

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 38403 - 17/18

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 08/06/2018

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org
To: Jackson, Shamica; ecassidy@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; mathews.timothy@gmail.com; kschumacher@ifpte21.org; pkim@ifpte21.org; amakayan@ifpte21.org; L21PSCReview@ifpte21.org; DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Modification Request to PSC # 38403 - 17/18 - MODIFICATIONS
Date: Monday, June 25, 2018 10:00:43 AM

PSC RECEIPT of Modification notification sent to Unions and DHR

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a modification request for a Personal Services Contract (PSC) for \$100,000 for services for the period November 30, 2017 – March 30, 2020. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

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

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/11407>

Email sent to the following addresses: L21PSCReview@ifpte21.org
amakayan@ifpte21.org pkim@ifpte21.org kschumacher@ifpte21.org
mathews.timothy@gmail.com wendywong26@yahoo.com WendyWong26@yahoo.com
ecassidy@ifpte21.org

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: Executive Search Services (PRO.0100)

Funding Source: Wastewater & Power Enterprises

PSC Duration: 2 years

PSC Amount: \$66,000

1. Description of Work

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

The proposed Executive Search Firm will conduct nationwide searches to fill the Assistant General Manager (AGM) position of Wastewater Enterprise (WWE) and the Deputy AGM of Power Enterprise. These two positions are critical at the San Francisco Public Utilities Commission (SFPUC). Staff from the proposed Executive Search Firm will meet with Executive Staff of the SFPUC to determine the core competencies, prepare a work plan with detailed timeline to conduct executive searches and identify top notch candidates.

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

The AGM for WWE and the Deputy AGM for Power Enterprise positions are key to the SFPUC. Securing services provided by the proposed Executive Search Firm is essential to ensure that top notch candidates, with the skill-set needed are recruited for these positions. Lack of top talent to fill these key positions at the SFPUC can have devastating consequences for the Wastewater and Power Enterprises of the SFPUC as it can negatively impact operations of the sewer services and the implementation of Power initiatives at the SFPUC.

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

The SFPUC as well as other city departments are not equipped to conduct the type of services being provided by the proposed Executive Search Firm. Recent research conducted by Talent Acquisition staff shows that the proposed Executive Search Firm is at the cutting edge in recruiting high level managerial positions in utility related agencies. Most recently, this services was provided via PSC No. 35972-1516 (CS-1060).

D. Will the contract(s) be renewed?

No.

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

2. Reason(s) for the Request

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

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

B. Explain the qualifying circumstances:

The Wastewater Enterprise AGM position was recently vacated and the General Manager has requested the services of an Executive Search Firm to ensure that best potential candidates are identified for this position. This is a critical and key position to fill. Also, Power Enterprise is in the process of implementing new initiatives and expanding services provided. The Deputy AGM, Power position requires a high level of expertise in the new and expanded areas of power. The field is very competitive and there is a shortage of leaders with the skill set needed for this top level position in the Power Enterprise.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Expertise in high level executive recruitments; have a good understanding of the political climate; strong relationships with top level government, nonprofit, and private sector executive; experience working with professional power related agencies; experience conducting nationwide executive searches; ability to invest resources needed to ensure a successful executive search.

B. Which, if any, civil service class(es) normally perform(s) this work? 1250, Recruiter;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, the contractor will be using their own resources, tools and network to reach out to potential candidates on a nationwide basis.

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

Not applicable.

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

A. Explain why civil service classes are not applicable.

There is currently class 1250 Recruiter, which performs some of the duties identified by the consultant; however, positions in this class do not require the depth and breadth of experience that consultants provide in conducting executive searches for top level leadership positions.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. Creation of new classes is managed by the Department of Human Resources at City and County of San Francisco (CCSF). The need for executive searches is sporadic and performed on as needed basis. Recommendation to create a new class is not supported by the current needs.

6. Additional Information

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

No.

- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
No. The contractor will be conducting executive searches which do not require training staff. Contractor will be working with Human Resources Services staff in coordinating recruitment and selection activities.
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
No.

7. **Union Notification:** On 11/02/2017, the Department notified the following employee organizations of this PSC/RFP request:
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: 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# 38403 - 17/18

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 11/22/2017

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH

Dept. Code: DPH

Type of Request: Initial Modification of an existing PSC (PSC # 41279 - 13/14)

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

Type of Service: Community Behavioral Health Services Fiscal Intermediary

Funding Source: Genl Fund, Realignment, Medi-Cal

PSC Original Approved Amount: \$49,000,000

PSC Original Approved Duration: 01/01/16 - 12/31/19 (4 years)

PSC Mod#1 Amount: \$50,400,000

PSC Mod#1 Duration: 07/01/18-12/31/23 (4 years 1 day)

PSC Cumulative Amount Proposed: \$99,400,000

PSC Cumulative Duration Proposed: 8 years 1 day

1. Description of Work

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

The purpose of this service is to provide fiscal administration for administrative infrastructure, including service delivery in support of programming for Department of Public Health (DPH) clients. This supports services, such as administrative services, and behavioral health treatment services, e.g. foster care mental health programming, substance abuse drug court, anchor programming and related other behavioral health services.

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

These are ongoing services that would directly impact the ability of the Department of Public Health to ensure ongoing service delivery.

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.

2011-08/09

D. Will the contract(s) be renewed?

As needed, if funding is available.

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

The duration of the modification to this PSC is 4.5 years. While the Department is working to reduce the use of this contract, it expects the need for these services to continue.

2. Reason(s) for the Request

A. Display all that apply

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

Explain the qualifying circumstances:

The Department does not currently have the additional resources in order for civil service staff to perform these services. When these resources are identified and approved, any appropriate transitions will then be able to be implemented through appropriate City budget and hiring processes.

B. Reason for the request for modification:

To extend the contract term to the maximum length anticipated in the Request for Proposals.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: The skills and expertise coincide largely with the positions identified below, including administrative and clinical capacity.

B. Which, if any, civil service class(es) normally perform(s) this work? 1402, Junior Clerk; 1404, Clerk; 1406, Senior Clerk; 1635, Health Care Billing Clerk 1; 1654, Accountant III; 1822, Administrative Analyst; 1823, Senior Administrative Analyst; 2586, Health Worker 2; 2587, Health Worker 3; 2591, Health Program Coordinator 2; 2802, Epidemiologist 1; 2930, Psychiatric Social Worker; 2931, Marriage, Family & Child Cnslr; 2932, Sr Psychiatric Social Worker;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, contract has resources to assist in administration of services under this PSC, including standard office facilities as needed.

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

The Department is in the process of evaluating whether some functions could be performed using civil service staff in the future given adequate time for planning and transition. However, to the degree that the Department is able to create civil service positions to replace contracted positions supported under this PSC, the Department will require time to complete the Civil Service hiring process. This can take up to a year per classification, beginning with inclusion of the proposed new positions in the annual budget process, the development of an exam, the creating of a hiring list, and the interview process. Funding availability would require the creation of new civil service positions to be a multi-year process, and not all functions may be appropriate for civil service, depending on the scope and functions.

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: At this stage of its evaluation, it does not appear to the Department that a new classification would be practical.

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 included.
- 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.
Health RIGHT 360.

7. **Union Notification:** On 05/11/18, the Department notified the following employee organizations of this PSC/RFP request:
SEIU 1021 Miscellaneous; 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 Street #421b, San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 41279 - 13/14

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 08/06/2018

Receipt of Union Notification(s)

Hale, Jacquie (DPH)

From: dhr-psccordinator@sfgov.org on behalf of jacquie.hale@sfdph.org
Sent: Friday, May 11, 2018 6:06 PM
To: Hale, Jacquie (DPH); 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; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Modification Request to PSC # 41279 - 13/14 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The PUBLIC HEALTH -- DPH has submitted a modification request for a Personal Services Contract (PSC) for \$50,400,000 for services for the period July 1, 2018

– 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/11041>

Email sent to the following addresses: L21PSCReview@ifpte21.org pkim@ifpte21.org kschumacher@ifpte21.org tmathews@ifpte21.org jtanner940@aol.com david.canham@seiu1021.org Sin.Yee.Poon@sfgov.org xiumin.li@seiu1021.org ablood@cirseiu.org davidmkersten@gmail.com ted.zarzecki@seiu1021.net pscreview@seiu1021.org Wendy.Frigillana@seiu1021.org pcamarillo_seiu@sbcglobal.net Kbasconcillo@sfgwater.org Ricardo.lopez@sfgov.org

Additional Attachment(s)




City and County of San Francisco
London Breed, Mayor

San Francisco Department of Public Health

Barbara A. Garcia, MPA
Director of Health

DATE: July 11, 2018

TO: Suzanne Choi, DHR PSC Coordinator

FROM: Jacquie Hale, DPH PSC Coordinator 

RE: PSC 41279-13/14 Community Behavioral Health Services Fiscal Intermediary, Modification 1

This is to request that the above Personal Services Contract (PSC) be requested to be calendared for the August 6, 2018, meeting of the Civil Service Commission.

Union notification. May 11, 2018 - PSC RECEIPT of Modification notification sent to Unions and DHR.

Meeting with SEIU. SEIU Local 1021 requested a meeting and submitted several questions regarding this PSC to the Department. We met with SEIU on June 21, 2018, and provided the responses attached.

We remain willing to continue to meeting to provide information to SEIU on this PSC, at their request.

Please let me know if you need further information. Thank you for your time and consideration.

The mission of the San Francisco Department of Public Health is to protect and promote the health of all San Franciscans.

We shall ~ Assess and research the health of the community ~ Develop and enforce health policy ~ Prevent disease and injury ~
~ Educate the public and train health care providers ~ Provide quality, comprehensive, culturally-proficient health services ~ Ensure equal access to all ~

Jacquie.hale@sfdph.org – office 415-255-3508 fax 415 252-3088

1380 Howard Street #421b, San Francisco, CA 94103

Union Information and Questions Meeting: June 21, 2018

Item: PSC 41279-13/14 Community Behavioral Health Services Fiscal Intermediary

Present:

SEIU Local 1021:

XiuMin Li, Field Supervisor, Jessica Inouye, and Sarah Wilson, San Francisco Office;
Department of Public Health:

Michelle Ruggels, Director, DPH Business Office; Mario Moreno, Deputy Director, DPH Business Office/Director, DPH Office of Contract Management and Compliance; Jacquie Hale, Manager, DPH Office of Contract Management and Compliance; Mahlet Girma, Contract Analyst, DPH Office of Contract Management and Compliance

Notes:

The Department noted that in 2016 and 2017, it had initiated an extensive process to create 76 civil service positions for specifically identified services that had previously been performed by contractually funded employees.

- As of FY18-19, all 76 of those positions were posted and 70 were filled (92%). The remaining 6 positions are in the process of being filled.
- In addition, 8 newly identified positions are on track to be converted in FY18-19. In FY18-19, the Department very recently received State approval for the grant currently supporting these positions to be used to continue to support the positions once they are converted.
- Multiple position classifications have been included in the conversion, each requiring a separate civil service exam process, and therefore requiring a significant process to complete. Positions perform both administrative and direct treatment service functions.
- The positions proposed for conversion were selected because the day-to-day work performed by the employees in the subject contractual positions is/was closely coordinated with specific existing civil service functions, and the activities are within DPH's scope and infrastructure to manage.

The Department noted that it is continuing to review its programming to identify additional services that may be appropriate to convert to civil service, and as identified will continue to convert the position status in phases, if ongoing funding is available and if the Department believes that the positions meet the criteria noted above.

Conversions will occur in phases to ensure that the Department has sufficient funding to support the additional civil service positions, and that there is no break in service delivery during the period of time that is required to complete the civil service hiring

process. Remaining positions are either grant-funded, one-time needs, or are specific projects responding to critical conditions in the community. The positions not in these categories are under review.

In response to specific questions received from SEIU:

1. The PSC states the qualifying reason for the request is that the City lacks the resources to provide this service. What efforts have been made to secure the resources to do the work in-house? What specific resources is the city lacking?

A chief resource that was lacking was funding. State funding has now been secured to enable ongoing funding and proceed with conversions for 10 Behavioral Health Services Children, Youth and Families division FTEs which are supported by State funds which the Department has only recently confirmed will continue. Those funds have been confirmed and now the Department is starting the conversion process by identifying appropriate civil service classifications.

2. Under Question 5, the PSC states the Department is in the process of evaluating whether some functions could be performed by civil service staff in the future? Where are you at in this process? What classifications have been identified? What is the timeline and next step for creating exams for these classifications?

In addition to the above 10 FTEs noted in question 1, the Department is exploring the possibility for inclusion in its FY19-20 budget request an additional 8 positions, as noted above (second bullet). There are an additional 25 FTEs which are part of a program developed to address street violence, which the Department is examining to determine the best way to continue providing these services most effectively, including whether these positions meet the criteria noted above and will be supported with ongoing funding.

3. What types of positions are housed by these contractors to work on this PSC? Please provide a list positions, job posting, salary and job descriptions.

Most positions are in the areas that would most closely related to Health Workers and outreach functions.

4. How many FTEs per classification identified in this PSC work on these services?

Identifying FTEs by classification is an initial step in the conversion process. Since the conversion process has not yet begun for most positions currently under this PSC, we are not yet able to identify a specific number of FTEs until that analysis is done.

Not all of the funding included in this contract supports positions. Examples of other uses are purchase of as-needed materials/services for client support (clothing, housing or transportation vouchers, etc.).

5. How many additional FTEs per classifications have been filled in the last year?

Converting positions has been a two-year process related to the Department's two-year budget cycle, so we have only tracked the 70 positions filled since converting positions under this contract was begun in 2016.

6. Please provide a complete list of the contractors currently providing these services. If any of the services are being provided within DPH programs by a contractor's employees, please provide the names of those DPH programs.

Health RIGHT 360.

7. Does the Department anticipate contracting out these services to any additional contractor(s) between now and the expiration date of the PSC? If so, which services and which contractor(s)?

Not at this time.

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH -- DPHDept. Code: DPHType of Request: Initial Modification of an existing PSC (PSC # _____)Type of Approval: Expedited Regular Annual Continuing (Omit Posting)Type of Service: Community Behavioral Health Services Fiscal IntermediaryFunding Source: Genl Fund, Realignment, Medi-CalPSC Amount: \$49,000,000PSC Est. Start Date: 01/01/2016PSC Est. End Date: 12/31/2019**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

The purpose of this service is to provide fiscal administration for administrative infrastructure, including service delivery in support of programming for Department of Public Health (DPH) clients. This supports services, such as administrative services, and behavioral health treatment services, e.g. foster care mental health programming, substance abuse drug court, anchor programming and related other behavioral health services.

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

These are ongoing services that would directly impact the ability of the Department of Public Health to ensure ongoing service delivery.

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.

No this is new. And no previous PSC.

D. Will the contract(s) be renewed?

As needed, if funding is available.

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

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 Department does not currently have the additional resources in order for civil service staff to perform these services. When these resources are identified and approved, any appropriate transitions will then be able to be implemented through appropriate City budget and hiring processes.

3. Description of Required Skills/Expertise**A. Specify required skills and/or expertise: The skills and expertise coincide largely with the positions identified below, including administrative and clinical capacity.**

B. Which, if any, civil service class(es) normally perform(s) this work? 1402, Junior Clerk; 1404, Clerk; 1406, Senior Clerk; 1635, Health Care Billing Clerk 1; 1654, Accountant III; 1822, Administrative Analyst; 1823, Senior Administrative Analyst; 2586, Health Worker 2; 2587, Health Worker 3; 2591, Health Program

Coordinator 2; 2802, Epidemiologist 1; 2930, Psychiatric Social Worker; 2931, Marriage, Family & Child Cnslr; 2932, Sr Psychiatric Social Worker;

- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, contract has resources to assist in administration of services under this PSC, including standard office facilities as needed.

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

The Department is currently evaluating each of these programs to determine if DPH has existing in-house capacity to administer these programs, and if the functions exist within the scope of services that DPH currently delivers through its civil service infrastructure. As applicable, DPH will create civil service positions to replace the contracted positions, and bring the services into the existing civil service infrastructure to continue the functions.

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

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

The Department is in the process of evaluating whether some functions could be performed using civil service staff in the future given adequate time for planning and transition. However, to the degree that the Department is able to create civil service positions to replace contracted positions supported under this PSC, the Department will require time to complete the Civil Service hiring process. This can take up to a year per classification, beginning with inclusion of the proposed new positions in the annual budget process, the development of an exam, the creating of a hiring list, and the interview process. Funding availability would require the creation of new civil service positions to be a multi-year process, and not all functions may be appropriate for civil service, depending on the scope and functions.

- 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. At this stage of its evaluation, it does not appear to the Department that a new classification would be practical.

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 included.

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

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

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

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

- 7. Union Notification:** On 01/08/2016, the Department notified the following employee organizations of this PSC/RFP request:
Professional & Tech Engrs, Local 21; SEIU 1021 Miscellaneous

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

Name: Jacque Hale Phone: (415) 554-2609 Email: jacquie.hale@sfdph.org

Address: 1380 Howard Street #421b San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 41279 - 13/14

DHR Analysis/Recommendation:

action date: 04/04/2016

Commission Approval Required

Approved by Civil Service Commission

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

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH Dept. Code: DPH

Type of Request: [] Initial [x] Modification of an existing PSC (PSC # 2011-08/09)

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

Type of Service: behavioral health services: fiscal intermediary services for client stabilization programs

Funding Source: general fund, state & federal

PSC Original Approved Amount: \$51,000,000 PSC Original Approved Duration: 07/01/09 - 06/30/12 (3 years)
PSC Mod#1 Amount: no amount added PSC Mod#1 Duration: 07/01/12-09/30/12 (13 weeks 1 day)
PSC Mod#2 Amount: \$68,000,000 PSC Mod#2 Duration: 10/01/12-06/30/13 (39 weeks)
PSC Mod#3 Amount: \$47,000,000 PSC Mod#3 Duration: 07/01/13-06/30/16 (3 years 1 day)
PSC Mod#4 Amount: \$35,000,000 PSC Mod#4 Duration: 07/01/16-06/30/18 (2 years)
PSC Cumulative Amount Proposed: \$201,000,000 PSC Cumulative Duration Proposed: 9 years 1 day

1. Description of Work

A. Scope of Work:

Contractor will provide fiscal intermediary services for DPH's Community Behavioral Health Services (CBHS) Private Provider Network (PPN) to enable emergency or urgent out-of-county services required under the San Francisco Mental Health Plan, including services to the indigent and uninsured; for licensed Residential Care Facilities (RCFs) and licensed Residential Care Facilities for the Elderly (RCFEs) to assist clients to live in a stable community setting, within San Francisco and out-of-county, in small, home-like operations that are owner-occupied licensed facilities (board-and-care homes); for wraparound services for CBHS's Children, Youth and Families clients to assist in client stabilization including emergency food and housing, transportation, and clothing; and for its Housing and Urban Health office's emergency housing program for homeless clients with special needs, including those discharged from San Francisco General Hospital (SFGH). and those services using State

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

As the County's health department, DPH is responsible for the protection and promotion of the health of all San Franciscans, which includes providing safety net health services to residents who need it and fulfilling State mandates to provide mental health and substance abuse treatment services. While DPH provides many of these services directly, some services are either mandated to be provided at the community level, require facilities which the City does not have (i.e., residential care homes and stabilization rooms in hotels), or require business capacity not available through the very small providers who are needed. Many of these services enable stabilization of mental health and elderly clients which, if unavailable, would result in an increase of both (Continued on attachment)

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

Services have been provided in the past through earlier PSC request. See 2011-08/09

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

2. Union Notification: On 08/29/14, the Department notified the following employee organizations of this PSC/RFP request: SEIU Local 1021; Professional & Tech Engrs, Local 21;

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 2011-08/09

DHR Analysis/Recommendation:

04/04/2016

Commission Approval Required

Approved by Civil Service Commission

DHR Approved for 04/04/2016

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

Provider must have appropriate experience to be able to serve as fiscal intermediary to enable provision of services by direct service providers with State licensed and Commission approved facilities and trained and licensed staff, as applicable, to provide the services outlined in the Description of Work above.

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

1650,2589,2591,2593,2574,2585,2586,2587,2588,2910,2930,2706,

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

Yes. Contractors will provide services in applicably licensed and approved facilities in the community.

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

Existing civil service classes are currently utilized to provide some of these services related to this contract, particularly assessment, referral and support services for client stabilization. However, neither the County or DPH have the facilities or infrastructure to implement client stabilization efforts which require the level of either temporary or permanent housing needed, and the very small businesses (Continued on attachment.

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

No. If the City did acquire the facilities/infrastructure to provide those services, classes already exist which might perform the work, as outlined in 3.B. above.

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?
No the contractor will not be training employees 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? Health Commission. 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 08/29/14 BY:

Name: Jacquie Hale Phone: (415) 554-2609 Email: jacquie.hale@sfdph.org

Address: 101 Grove Street, Room 307 San Francisco, CA 94103

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH

Dept. Code: DPH

Type of Request: Initial Modification of an existing PSC (PSC # 42422 - 16/17)

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

Type of Service: Electronic Health Record (EHR) Project Temporary, Supplemental Staffing/Consulting & Backfill

Funding Source: General Funds

PSC Original Approved Amount: \$15,000,000

PSC Original Approved Duration: 01/01/17 - 06/30/21 (4 years 25 weeks)

PSC Mod#1 Amount: \$7,000,000

PSC Mod#1 Duration: no duration added

PSC Mod#2 Amount: \$30,000,000

PSC Mod#2 Duration: 06/21/18-06/30/23 (2 years)

PSC Cumulative Amount Proposed: \$52,000,000

PSC Cumulative Duration Proposed: 6 years 25 weeks

1. Description of Work

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

Contractor(s) will provide temporary supplemental and backfill staffing and consulting services for the Department of Public Health (DPH) during the Department's Electronic Health Record (EHR) project.

DPH is in the process of acquiring and implementing a new enterprise-wide, integrated and hosted Electronic Health Record (EHR) System critical to the operations of its integrated care delivery network and ability to drive value for patients, families, and staff from a whole person care and population-based framework. The new system is intended to replace many of DPH's myriad of current systems, applications and databases used to support the planning, delivery, management, and accounting for patient/client/consumer care.

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

Backfill and temporary supplemental staffing and specialized consulting is needed in order to keep legacy applications running and to maintain the continuity of services during the transition to a new EHR system. In addition, temporary supplemental staffing and consulting services will be needed for highly specialized IT positions while City staff receive training and certification on the new EHR system or to assist in the development, project management, and implementation of a new EHR system. Current IT employees will be engaged in critical implementation and development services for the new EHR, will attend intensive training courses to learn the new system and will not have the time to maintain existing legacy applications. This request also includes non-IT positions and consultants such as facilities/physical plant specialists, specialized analysts with backgrounds in modern and legacy EHR, workflow design, optimizations, re-engineering, human resource functions, revenue cycle optimizations and change management. If the request is denied, the successful implementation to a new EHR will be placed in jeopardy, resulting in a failed implementation, loss of revenue (billing), and an overall negative impact to clinical operations which will degrade patient 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.
Yes the current services are being provided under this PSC. This is a request to modify this PSC in order to extend and increase the stated duration and amounts.

D. Will the contract(s) be renewed?
Only if there is an extended need.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:
The cumulative duration of this PSC will extend beyond 5 years as the Department anticipates an ongoing need to provide as-needed temporary supplemental staffing and consulting services in order to provide specialized IT support for the City's new EHR System.

2. Reason(s) for the Request

A. Display all that apply

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

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

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

Explain the qualifying circumstances:

It is anticipated that the continued need for backfill and supplemental staffing and consulting services will be limited to the implementation and go-live phases of the EHR project.

B. Reason for the request for modification:

To extend the duration an additional 4 years, with a corresponding increase in amount, in order to continue support of current and legacy IT applications related to the Department's Electronic Health Record (EHR) project. Temporary supplemental staffing and consulting services will be used for specialized IT positions while City staff receive training and certification on the new EHR system and/or to assist in the development, project management, and implementation of the EHR system. The amount represents the total maximum anticipated for multiple contractors in order to ensure maximum coverage for as-needed tasks and training, however, the actual amount will depend on actual staffing needed and provided.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: The contractor(s) must have on staff or access to staff with the following expertise: developers, analysts, system administrators for legacy applications specialized in application delivery and the following: application delivery and data center; server-side active directory, data archiving and retrieval, Citrix engineering, virtual machine server administration, virtual desktop interface engineering; Wide Area Networking/Local Area Networking: network solutions architect, WAN/LAN engineers; client devices: IT operations support lead, IT operations support; administrative service management: process integration analysts, process documentation, trainer; access management: on-boarding process analysts, workflow engine automation engineer active directory engineers, informaticist; facilities and

space; informatics/EHR workflow expert, facilities project manager, building plans engineer; and EHR application and integration: applications analysts, application reporting analyst, application data warehouse; human resource: EHR human resource planning, staff readiness and implementation in a civil service, union-based environment; project management-certified in modern project management techniques, experience with project management and implementation of a major EHR solution.

- B. Which, if any, civil service class(es) normally perform(s) this work? 1031, IS Trainer-Assistant; 1032, IS Trainer-Journey; 1033, IS Trainer-Senior; 1042, IS Engineer-Journey; 1043, IS Engineer-Senior; 1044, IS Engineer-Principal; 1053, IS Business Analyst-Senior; 1054, IS Business Analyst-Principal; 1070, IS Project Director; 1091, IT Operations Support Admin I; 1092, IT Operations Support Admin II; 1093, IT Operations Support Admin III; 1094, IT Operations Support Admin IV; 1095, IT Operations Support Admin V; 1244, Senior Personnel Analyst; 1246, Principal Personnel Analyst; 1823, Senior Administrative Analyst; 1824, Pr Administrative Analyst; 2320, Registered Nurse; 5214, Building Plans Engineer; 5502, Project Manager 1; 5504, Project Manager 2; 5506, Project Manager 3; 5508, Project Manager 4; 0923, Manager II; 0931, Manager III; 0932, Manager IV; 0933, Manager V;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Contractor may provide their own computers and similar equipment in their own offices.

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

Not Applicable

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

- A. Explain why civil service classes are not applicable.
Civil service classes are not applicable because existing Civil service employees will be working on the new EHR project and will not have sufficient time to fulfill their current duties or will initially not have the specialized knowledge to work on the new system.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. The back-fill and temporary staffing will only be needed during the implementation and transition to the new EHR system. As the new system goes live, the existing legacy application will be decommissioned which will reduce the need for the requested services. In addition, as current City employees receive the needed training the need for the services will decrease.

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.
The Contractor(s) will provide expertise and specific training as needed in change management, process improvement, gap analysis in workflows, program management and information governance as they relate to a unified electronic health record. The following is a partial list of employees that may receive training: 1053, 1054, 1043, 1044, 1070, 1091, 1092, 1093, 1094, 1095,

0923, 0931, 0933, 0932, 5502, 5504, 5508, 5506, 2320, 1032, 1033, 1031, 5214, 1042, 1823, 1824.
Due to the wide-ranging scope of the project, other employees may receive training as required.

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

7. Union Notification: On 06/21/18, the Department notified the following employee organizations of this PSC/RFP request:
SEIU, Local 1021 (Staff Nurse & Per Diem Nurse); Professional & Tech Engrs, SFAPP; Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21; Municipal Executive Association; Management & Superv Local 21; Architect & Engineers, Local 21;

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

Name: Jacquie Hale Phone: (415) 554-2609 Email: jacquie.hale@sfdph.org

Address: 101 Grove Street, Room 307, San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 42422 - 16/17

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 08/06/2018

Receipt of Union Notification(s)

Li, Joanna (DPH)

From: Longhitano, Robert (DPH)
Sent: Thursday, June 21, 2018 10:58 AM
To: Li, Joanna (DPH)
Subject: FW: Receipt of Modification Request to PSC # 42422 - 16/17 - MODIFICATIONS

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

From: dhr-psccordinator@sfgov.org [mailto:dhr-psccordinator@sfgov.org] On Behalf Of jacquie.hale@sfdph.org
Sent: Thursday, June 21, 2018 10:09 AM
To: Hale, Jacquie (DPH) <jacquie.hale@sfdph.org>; kcartermartinez@cirseiu.org; Ricardo.lopez@sfgov.org; Sandeep.lal@seiu1021.me; pscreview@seiu1021.org; ablood@cirseiu.org; david.canham@seiu1021.org; jtanner940@aol.com; amakayan@ifpte21.org; camaguey@sfmea.com (contact) <camaguey@sfmea.com>; staff@sfmea.com; ecassidy@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; mathews.timothy@gmail.com; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Longhitano, Robert (DPH) <robert.longhitano@sfdph.org>; DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>
Subject: Receipt of Modification Request to PSC # 42422 - 16/17 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The PUBLIC HEALTH -- DPH has submitted a modification request for a Personal Services Contract (PSC) for \$30,000,000 for services for the period June 21, 2018 – June 30, 2023. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

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

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/10167>

Email sent to the following addresses: L21PSCReview@ifpte21.org pkim@ifpte21.org eerbach@ifpte21.org kpage@ifpte21.org kschumacher@ifpte21.org mathews.timothy@gmail.com wendywong26@yahoo.com WendyWong26@yahoo.com ecassidy@ifpte21.org staff@sfmea.com camaguey@sfmea.com amakayan@ifpte21.org jtanner940@aol.com david.canham@seiu1021.org ablood@cirseiu.org pscreview@seiu1021.org Sandeep.lal@seiu1021.me Ricardo.lopez@sfgov.org kcartermartinez@cirseiu.org

Additional Attachment(s)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH

Dept. Code: DPH

Type of Request: Initial Modification of an existing PSC (PSC # 42422 - 16/17)

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

Type of Service: Electronic Health Record (EHR) Project Temporary, Supplemental Staffing/Consulting & Backfill

Funding Source: General Funds

PSC Original Approved Amount: \$15,000,000 PSC Original Approved Duration: 01/01/17 - 06/30/21 (4 years 25 weeks)

PSC Mod#1 Amount: \$7,000,000 PSC Mod#1 Duration: no duration added

PSC Cumulative Amount Proposed: \$22,000,000 PSC Cumulative Duration Proposed: 4 years 25 weeks

1. Description of Work

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

Contractor(s) will provide temporary supplemental and backfill staffing and consulting services for the Department of Public Health (DPH) during the Department's Electronic Health Record (EHR) project.

DPH is in the process of acquiring and implementing a new enterprise-wide, integrated and hosted Electronic Health Record (EHR) System critical to the operations of its integrated care delivery network and ability to drive value for patients, families, and staff from a whole person care and population-based framework. The new system is intended to replace many of DPH's myriad of current systems, applications and databases used to support the planning, delivery, management, and accounting for patient/client/consumer care.

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

Backfill and temporary supplemental staffing and specialized consulting is needed in order to keep legacy applications running and to maintain the continuity of services during the transition to a new EHR system. In addition, temporary supplemental staffing and consulting services will be needed for highly specialized IT positions while City staff receive training and certification on the new EHR system or to assist in the development, project management, and implementation of a new EHR system. Current IT employees will be engaged in critical implementation and development services for the new EHR, will attend intensive training courses to learn the new system and will not have the time to maintain existing legacy applications. This request also includes non-IT positions and consultants such as facilities/physical plant specialists, specialized analysts with backgrounds in modern and legacy EHR, workflow design, optimizations, re-engineering, human resource functions, revenue cycle optimizations and change management. If the request is denied, the successful implementation to a new EHR will be placed in jeopardy, resulting in a failed implementation, loss of revenue (billing), and an overall negative impact to clinical operations which will degrade patient 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.
Services have been provided in the past through earlier PSC request. See 42422 - 16/17

D. Will the contract(s) be renewed?
Only if there is an extended 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. Display all that apply

- Immediately needed services to address unanticipated or transitional situations, or services needed to address emergency situations.
- Short-term or capital projects requiring diverse skills, expertise and/or knowledge.
- Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).

Explain the qualifying circumstances:

It is anticipated that the continued need for backfill and supplemental staffing and consulting services will be limited to the implementation and go-live phases of the EHR project.

B. Reason for the request for modification:

To add additional funds to the approval to account for the need for additional resources as the project progresses to the implementation and production phase of the Electronic Health Record project.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: The contractor(s) must have on staff or access to staff with the following expertise: developers, analysts, system administrators for legacy applications specialized in application delivery and the following: application delivery and data center; server-side active directory, data archiving and retrieval, Citrix engineering, virtual machine server administration, virtual desktop interface engineering; Wide Area Networking/Local Area Networking: network solutions architect, WAN/LAN engineers; client devices: IT operations support lead, IT operations support; administrative service management: process integration analysts, process documentation, trainer; access management: on-boarding process analysts, workflow engine automation engineer active directory engineers, informaticist; facilities and space; informatics/EHR workflow expert, facilities project manager, building plans engineer; and EHR application and integration: applications analysts, application reporting analyst, application data warehouse; human resource: EHR human resource planning, staff readiness and implementation in a civil service, union-based environment; project management-certified in modern project management techniques, experience with project management and implementation of a major EHR solution.

B. Which, if any, civil service class(es) normally perform(s) this work? 1031, IS Trainer-Assistant; 1032, IS Trainer-Journey; 1033, IS Trainer-Senior; 1042, IS Engineer-Journey; 1043, IS

Engineer-Senior; 1044, IS Engineer-Principal; 1053, IS Business Analyst-Senior; 1054, IS Business Analyst-Principal; 1070, IS Project Director; 1091, IT Operations Support Admin I; 1092, IT Operations Support Admin II; 1093, IT Operations Support Admin III; 1094, IT Operations Support Admin IV; 1095, IT Operations Support Admin V; 1244, Senior Personnel Analyst; 1246, Principal Personnel Analyst; 1823, Senior Administrative Analyst; 1824, Pr Administrative Analyst; 2320, Registered Nurse; 5214, Building Plans Engineer; 5502, Project Manager 1; 5504, Project Manager 2; 5506, Project Manager 3; 5508, Project Manager 4; 0923, Manager II; 0931, Manager III; 0932, Manager IV; 0933, Manager V;

- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Contractor may provide their own computers and similar equipment in their own offices.

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

Not Applicable

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

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

Civil service classes are not applicable because existing Civil service employees will be working on the new EHR project and will not have sufficient time to fulfill their current duties or will initially not have the specialized knowledge to work on the new system.

- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. The back-fill and temporary staffing will only be needed during the implementation and transition to the new EHR system. As the new system goes live, the existing legacy application will be decommissioned which will reduce the need for the requested services. In addition, as current City employees receive the needed training the need for the services will decrease.

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.

The Contractor(s) will provide expertise and specific training as needed in change management, process improvement, gap analysis in workflows, program management and information governance as they relate to a unified electronic health record. The following is a partial list of employees that may receive training: 1053, 1054, 1043, 1044, 1070, 1091, 1092, 1093, 1094, 1095, 0923, 0931, 0933, 0932, 5502, 5504, 5508, 5506, 2320, 1032, 1033, 1031, 5214, 1042, 1823, 1824. Due to the wide-ranging scope of the project, other employees may receive training as required.

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

No.

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

No.

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

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

7. **Union Notification:** On 10/12/17, the Department notified the following employee organizations of this PSC/RFP request:
SEIU, Local 1021 (Staff Nurse & Per Diem Nurse); Professional & Tech Engrs, SFAPP; Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21; Municipal Executive Association; Management & Superv Local 21; Architect & Engineers, Local 21;

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

Name: Jacquie Hale Phone: (415) 554-2609 Email: jacquie.hale@sfdph.org

Address: 101 Grove Street, Room 307, San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 42422 - 16/17

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 12/15/2017

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH -- DPHDept. Code: DPHType of Request: Initial Modification of an existing PSC (PSC # _____)Type of Approval: Expedited Regular Annual Continuing (Omit Posting)Type of Service: Electronic Health Record (EHR) Project Temporary, Supplemental Staffing/Consulting & BackfillFunding Source: General FundsPSC Duration: 4 years 25 weeksPSC Amount: \$15,000,000**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

Contractor(s) will provide temporary supplemental and backfill staffing and consulting services for the Department of Public Health (DPH) during the Department's Electronic Health Record (EHR) project.

DPH is in the process of acquiring and implementing a new enterprise-wide, integrated and hosted Electronic Health Record (EHR) System critical to the operations of its integrated care delivery network and ability to drive value for patients, families, and staff from a whole person care and population-based framework. The new system is intended to replace many of DPH's myriad of current systems, applications and databases used to support the planning, delivery, management, and accounting for patient/client/consumer care.

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

Backfill and temporary supplemental staffing and specialized consulting is needed in order to keep legacy applications running and to maintain the continuity of services during the transition to a new EHR system. In addition, temporary supplemental staffing and consulting services will be needed for highly specialized IT positions while City staff receive training and certification on the new EHR system or to assist in the development, project management, and implementation of a new EHR system. Current IT employees will be engaged in critical implementation and development services for the new EHR, will attend intensive training courses to learn the new system and will not have the time to maintain existing legacy applications. This request also includes non-IT positions and consultants such as facilities/physical plant specialists, specialized analysts with backgrounds in modern and legacy EHR, workflow design, optimizations, re-engineering, human resource functions, revenue cycle optimizations and change management. If the request is denied, the successful implementation to a new EHR will be placed in jeopardy, resulting in a failed implementation, loss of revenue (billing), and an overall negative impact to clinical operations which will degrade patient 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 is a new service for DPH IT. In the past, backfill/temporary staffing was used for the Zuckerberg San Francisco General (ZSFG) Rebuild project for clinical (primarily nursing and radiology) positions.

D. Will the contract(s) be renewed?

Only if there is an extended 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):

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

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

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

- B. Explain the qualifying circumstances:

It is anticipated that the continued need for backfill and supplemental staffing and consulting services will be limited to the implementation and go-live phases of the EHR project.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: The contractor(s) must have on staff or access to staff with the following expertise: developers, analysts, system administrators for legacy applications specialized in application delivery and the following: application delivery and data center; server-side active directory, data archiving and retrieval, Citrix engineering, virtual machine server administration, virtual desktop interface engineering; Wide Area Networking/Local Area Networking: network solutions architect, WAN/LAN engineers; client devices: IT operations support lead, IT operations support; administrative service management: process integration analysts, process documentation, trainer; access management: on-boarding process analysts, workflow engine automation engineer active directory engineers, informaticist; facilities and space; informatics/EHR workflow expert, facilities project manager, building plans engineer; and EHR application and integration: applications analysts, application reporting analyst, application data warehouse; human resource: EHR human resource planning, staff readiness and implementation in a civil service; union-based environment; project management-certified in modern project management techniques, experience with project management and implementation of a major EHR solution.

- B. Which, if any, civil service class(es) normally perform(s) this work? 1031, IS Trainer-Assistant; 1032, IS Trainer-Journey; 1033, IS Trainer-Senior; 1042, IS Engineer-Journey; 1043, IS Engineer-Senior; 1044, IS Engineer-Principal; 1053, IS Business Analyst-Senior; 1054, IS Business Analyst-Principal; 1070, IS Project Director; 1091, IT Operations Support Admin I; 1092, IT Operations Support Admin II; 1093, IT Operations Support Admin III; 1094, IT Operations Support Admin IV; 1095, IT Operations Support Admin V; 1244, Senior Personnel Analyst; 1246, Principal Personnel Analyst; 1823, Senior Administrative Analyst; 1824, Pr Administrative Analyst; 2320, Registered Nurse; 5214, Building Plans Engineer; 5502, Project Manager 1; 5504, Project Manager 2; 5506, Project Manager 3; 5508, Project Manager 4; 0923, Manager II; 0931, Manager III; 0932, Manager IV; 0933, Manager V;

- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain:
Contractor may provide their own computers and similar equipment in their own offices.

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

The Department has assessed the current staffing profile and has determined that there is not enough internal capacity to implement a system of this magnitude and complexity while still keeping legacy applications running on a day-to-day basis. The Information Technology (IT) Department is currently executing a multi-year recruitment and hiring plan to effectively staff the information technology unit. The Department has prioritized hiring and has been aggressively filling open requisitions. For example, in the past 18 months IT Operations has hired 60 positions and currently has 29 openings. IT Operations has filled 122 of 151 total positions, and as of October 2016, nine of the 29 openings are currently posted on the City jobs website. In addition, IT Operations is working closely with Department of Technology recruiter to advertise openings and to establish a large pool of qualified candidates.

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

A. Explain why civil service classes are not applicable.

Civil service classes are not applicable because existing Civil service employees will be working on the new EHR project and will not have sufficient time to fulfill their current duties or will initially not have the specialized knowledge to work on the new system.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. The back-fill and temporary staffing will only be needed during the implementation and transition to the new EHR system. As the new system goes live, the existing legacy application will be decommissioned which will reduce the need for the requested services. In addition, as current City employees receive the needed training the need for the services will decrease.

6. Additional Information

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
Yes. The Contractor(s) will provide expertise and specific training as needed in change management, process improvement, gap analysis in workflows, program management and information governance as they relate to a unified electronic health record. The following is a partial list of employees that may receive training: 1053, 1054, 1043, 1044, 1070, 1091, 1092, 1093, 1094, 1095, 0923, 0931, 0933, 0932, 5502, 5504, 5508, 5506, 2320, 1032, 1033, 1031, 5214, 1042, 1823, 1824. Due to the wide-ranging scope of the project, other employees may receive training as required.

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

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

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

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

7. Union Notification: On 12/29/2016, the Department notified the following employee organizations of this PSC/RFP request:

Architect & Engineers, Local 21; Management & Superv Local 21; Municipal Executive Association; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21; Professional & Tech Engrs, SFAPP; SEIU, Local 1021 (Staff Nurse & Per Diem Nurse)

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

Name: Jacquie Hale Phone: (415) 554-2609 Email: jacquie.hale@sfdph.org

Address: 101 Grove Street, Room 307 San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 42422 - 16/17

DHR Analysis/Recommendation:

action date: 03/20/2017

Commission Approval Required

Approved by Civil Service Commission

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

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH

Dept. Code: DPH

Type of Request: Initial Modification of an existing PSC (PSC # 45761 - 15/16)

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

Type of Service: Workforce and Patient Experience Surveys

Funding Source: General Fund

PSC Original Approved Amount: \$2,000,000 PSC Original Approved Duration: 10/01/15 - 09/30/20 (5 years 1 day)

PSC Mod#1 Amount: \$900,000 PSC Mod#1 Duration: 01/01/18-01/31/23 (2 years 17 weeks)

PSC Mod#2 Amount: no amount added PSC Mod#2 Duration: 07/01/18-12/31/23 (47 weeks 5 days)

PSC Cumulative Amount Proposed: \$2,900,000 PSC Cumulative Duration Proposed: 8 years 13 weeks

1. Description of Work

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

The contractor will develop, implement and report on surveys of Department of Public Health (DPH) patients and employees. Patient surveys will gather data and feedback from to increase DPH efforts to make care more patient-centered by identifying key areas for delivery system improvement and informing DPH efforts help patients manage their health. Patient experience data will also be used to compare health care quality by patients, providers, payers, policymakers and the general public, especially by patients wishing to compare provider information as they choose a provider. Workforce surveys will gather information and feedback from DPH employees measuring factors that contribute to overall job satisfaction, using on both paper and online methodologies, with a final statistical analysis and report back to DPH management. Surveys will be developed in partnership with DPH managers in order to customize them to DPH, with DPH retaining all data and reports.

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

To help DPH be competitive as the provider of choice for the patient population newly eligible for its services under the Affordable Care Act, and to retain patients who already use DPH as their "medical home,

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

Services have been provided in the past through earlier PSC request. See 45761 - 15/16

D. Will the contract(s) be renewed?

If there is a need 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:
These services are important medical or health care services which has an initial contract term of five years, which may be extended beyond that.

2. Reason(s) for the Request

A. Display all that apply

- Short-term or capital projects requiring diverse skills, expertise and/or knowledge.
- Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).
- Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator).
- Circumstances where there is a demonstrable potential conflict of interest (e.g., independent appraisals, audits, inspections, third party reviews and evaluations).

Explain the qualifying circumstances:

The initial design, administration, and report on these surveys is needed only on a very short-term basis. Ongoing administration will be intermittent and only as-needed. The City does not currently have civil service classes which perform this work, and establishment of such a class would be impractical due to the specialized and intermittent nature of the work needed. Additionally, federal law requires that these services be provided by a third party who reports results to the Contract Monitoring Division and the federal government. The law does not allow organizations to assess themselves, given the conflict of interest with reimbursement implications.

B. Reason for the request for modification:

Need to extend PSC end date to cover duration of contract. No change to scope or dollar amount.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: The contractor must demonstrate experience in successful completion of other patient and workforce experience surveys in similar environments, e.g., governmental multi-site home health agencies, skilled nursing facilities, acute care trauma centers, primary care clinics, specialty care clinics, population health clinics, behavioral health, dialysis clinics, and/or neurology clinics (related to patients who have had or are at risk of a stroke).
- B. Which, if any, civil service class(es) normally perform(s) this work? 2119, Health Care Analyst;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, contractor will have requisite software and experienced and available personnel to perform these time-limited, as-needed services.

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

There are no existing civil service classes that currently 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. The initial design, administration, and report on these surveys is needed only on a very short-term basis. Ongoing administration will be intermittent and only as-needed, and the services are sufficient specialized that establishment of new classification would be impractical.

6. Additional Information

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

No.

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

There will be a data portal set up to house all the survey data, and there will be a need for webinars and other technical training as new DPH staff need to learn how to access the data.

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

No.

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

No.

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

No.

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

No.

7. Union Notification: On 06/14/18, the Department notified the following employee organizations of this PSC/RFP request:

Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21;

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

Name: Jacquie Hale Phone: (415) 554-2609 Email: jacquie.hale@sfdph.org

Address: 101 Grove Street, Room 307, San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 45761 - 15/16

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 08/06/2018

Civil Service Commission Action:

Receipt of Union Notification(s)

Receipt of Modification Request to PSC # 45761 - 15/16 - MODIFICATIONS

dhr-psccordinator@sfgov.org on behalf of jacquie.hale@sfdph.org

Thu 6/14/2018 3:11 PM

To:Hale, Jacquie (DPH) <jacquie.hale@sfdph.org>; tekpro49@comcast.net <tekpro49@comcast.net>; WendyWong26@yahoo.com <WendyWong26@yahoo.com>; WendyWong26@yahoo.com <WendyWong26@yahoo.com>; mathews.timothy@gmail.com <mathews.timothy@gmail.com>; kschumacher@ifpte21.org <kschumacher@ifpte21.org>; pkim@ifpte21.org <pkim@ifpte21.org>; amakayan@ifpte21.org <amakayan@ifpte21.org>; L21PSCReview@ifpte21.org <L21PSCReview@ifpte21.org>; Rossi, Ron (DPH) <ron.rossi@sfdph.org>; DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>;

PSC RECEIPT of Modification notification sent to Unions and DHR

The PUBLIC HEALTH -- DPH has submitted a modification request for a Personal Services Contract (PSC) for \$0 for services for the period July 1, 2018 – 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/10551>

Email sent to the following addresses: L21PSCReview@ifpte21.org amakayan@ifpte21.org pkim@ifpte21.org kschumacher@ifpte21.org mathews.timothy@gmail.com wendywong26@yahoo.com WendyWong26@yahoo.com tekpro49@comcast.net

Additional Attachment(s)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH

Dept. Code: DPH

Type of Request: Initial Modification of an existing PSC (PSC # 45761 - 15/16)

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

Type of Service: Workforce and Patient Experience Surveys

Funding Source: General Fund

PSC Original Approved Amount: \$2,000,000 PSC Original Approved Duration: 10/01/15 - 09/30/20 (5 years 1 day)

PSC Mod#1 Amount: \$900,000 PSC Mod#1 Duration: 01/01/18-01/31/23 (2 years 17 weeks)

PSC Cumulative Amount Proposed: \$2,900,000 PSC Cumulative Duration Proposed: 7 years 17 weeks

1. Description of Work

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

The contractor will develop, implement and report on surveys of Department of Public Health (DPH) patients and employees. Patient surveys will gather data and feedback from to increase DPH efforts to make care more patient-centered by identifying key areas for delivery system improvement and informing DPH efforts help patients manage their health. Patient experience data will also be used to compare health care quality by patients, providers, payers, policymakers and the general public, especially by patients wishing to compare provider information as they choose a provider. Workforce surveys will gather information and feedback from DPH employees measuring factors that contribute to overall job satisfaction, using on both paper and online methodologies, with a final statistical analysis and report back to DPH management. Surveys will be developed in partnership with DPH managers in order to customize them to DPH, with DPH retaining all data and reports.

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

To help DPH be competitive as the provider of choice for the patient population newly eligible for its services under the Affordable Care Act, and to retain patients who already use DPH as their "medical home,

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

Services have been provided in the past through earlier PSC request. See 45761 - 15/16

D. Will the contract(s) be renewed?

If there is a need 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:

These services are important medical or health care services which has an initial contract term of five years, which may be extended beyond that.

2. Reason(s) for the Request

A. Display all that apply

- Short-term or capital projects requiring diverse skills, expertise and/or knowledge.
- Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).
- Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator).
- Circumstances where there is a demonstrable potential conflict of interest (e.g., independent appraisals, audits, inspections, third party reviews and evaluations).

Explain the qualifying circumstances:

The initial design, administration, and report on these surveys is needed only on a very short-term basis. Ongoing administration will be intermittent and only as-needed. The City does not currently have civil service classes which perform this work, and establishment of such a class would be impractical due to the specialized and intermittent nature of the work needed. Additionally, federal law requires that these services be provided by a third party who reports results to the Contract Monitoring Division and the federal government. The law does not allow organizations to assess themselves, given the conflict of interest with reimbursement implications.

B. Reason for the request for modification:

PSC modification is necessary to add funds and extend the timeline to accommodate the evolving parameters of these needed services.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: The contractor must demonstrate experience in successful completion of other patient and workforce experience surveys in similar environments, e.g., governmental multi-site home health agencies, skilled nursing facilities, acute care trauma centers, primary care clinics, specialty care clinics, population health clinics, behavioral health, dialysis clinics, and/or neurology clinics (related to patients who have had or are at risk of a stroke).
- B. Which, if any, civil service class(es) normally perform(s) this work? 2119, Health Care Analyst;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, contractor will have requisite software and experienced and available personnel to perform these time-limited, as-needed services.

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

There are no existing civil service classes that currently 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. The initial design, administration, and report on these surveys is needed only on a very short-term basis. Ongoing administration will be intermittent and only as-needed, and the services are sufficient specialized that establishment of new classification would be impractical.

6. Additional Information

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

No.

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

There will be a data portal set up to house all the survey data, and there will be a need for webinars and other technical training as new DPH staff need to learn how to access the data.

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

No.

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

No.

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

No.

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

No.

7. Union Notification: On 01/08/18, the Department notified the following employee organizations of this PSC/RFP request:

Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21;

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

Name: Jacquie Hale Phone: (415) 554-2609 Email: jacquie.hale@sfdph.org

Address: 101 Grove Street, Room 307, San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 45761 - 15/16

DHR Analysis/Recommendation:
Commission Approval Not Required
Approved by DHR on 01/31/2018

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH -- DPHDept. Code: DPHType of Request: Initial Modification of an existing PSC (PSC # _____)Type of Approval: Expedited Regular Annual Continuing (Omit Posting)Type of Service: Workforce and Patient Experience SurveysFunding Source: General FundPSC Duration: 5 years 1 dayPSC Amount: \$2,000,000**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

The contractor will develop, implement and report on surveys of Department of Public Health (DPH) patients and employees. Patient surveys will gather data and feedback from to increase DPH efforts to make care more patient-centered by identifying key areas for delivery system improvement and informing DPH efforts help patients manage their health. Patient experience data will also be used to compare health care quality by patients, providers, payers, policymakers and the general public, especially by patients wishing to compare provider information as they choose a provider. Workforce surveys will gather information and feedback from DPH employees measuring factors that contribute to overall job satisfaction, using on both paper and online methodologies, with a final statistical analysis and report back to DPH management. Surveys will be developed in partnership with DPH managers in order to customize them to DPH, with DPH retaining all data and reports.

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

To help DPH be competitive as the provider of choice for the patient population newly eligible for its services under the Affordable Care Act, and to retain patients who already use DPH as their "medical home," DPH must ensure that it knows these patients well and that it works to maximize employee job satisfaction so that services are delivered at the optimum possible levels. As DPH does not have the capacity to conduct these as-needed surveys, denial of this request will significantly reduce DPH's competitiveness and likely result in reduced revenues and program cutbacks.

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 there is a need 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 Department expects a continued need for these services, which will include comparison of results from year to year.

2. Reason(s) for the Request**A. Indicate all that apply (be specific and attach any relevant supporting documents):**

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

- Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).
- Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator).
- 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:

The initial design, administration, and report on these surveys is needed only on a very short-term basis. Ongoing administration will be intermittent and only as-needed. The City does not currently have civil service classes which perform this work, and establishment of such a class would be impractical due to the specialized and intermittent nature of the work needed. Additionally, federal law requires that these services be provided by a third party who reports results to the Contract Monitoring Division and the federal government. The law does not allow organizations to assess themselves, given the conflict of interest with reimbursement implications.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: The contractor must demonstrate experience in successful completion of other patient and workforce experience surveys in similar environments, e.g., governmental multi-site home health agencies, skilled nursing facilities, acute care trauma centers, primary care clinics, specialty care clinics, population health clinics, behavioral health, dialysis clinics, and/or neurology clinics (related to patients who have had or are at risk of a stroke).
- B. Which, if any, civil service class(es) normally perform(s) this work? 2119, Health Care Analyst;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, contractor will have requisite software and experienced and available personnel to perform these time-limited, as-needed services.

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

The City lacks the resources to provide these survey services in as broad and specialized a manner as is needed. Additionally, federal law requires that these services be provided by a third party who reports results to the Contract Monitoring Division and the federal government. The law does not allow organizations to assess themselves, given the conflict of interest with reimbursement implications.

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 existing civil service classes that currently 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. The initial design, administration, and report on these surveys is needed only on a very short-term basis. Ongoing administration will be intermittent and only as-needed, and the services are sufficient specialized that establishment of new classification would be impractical.

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. There will be a data portal set up to house all the survey data, and there will be a need for webinars and other technical training as new DPH staff need to learn how to access the data.
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
No.

7. **Union Notification:** On 01/11/2016, the Department notified the following employee organizations of this PSC/RFP request:
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: Jacquie Hale Phone: (415) 554-2609 Email: jacquie.hale@sfdph.org

Address: 101 Grove Street, Room 307 San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 45761 - 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