



London Breed
Mayor

Micki Callahan
Human Resources Director

Date: August 2, 2019

To: The Honorable Civil Service Commission

Through: Micki Callahan
Human Resources Director *MC (for MC)*

From: Amy Nuque, MTA
Joan Lubamersky, ADM
Elaine Walters, FIR
Nataliya Kuzina, REG
Jacquie Hale, DPH
Marissa Bloom, ECN
Bill Irwin / Daniel Kwon, PUC

Subject: **Personal Services Contracts Approval Request**

This report contains ten (10) personal services contracts (PSCs) in accordance with the revised Civil Service Commission (CSC) procedures for processing PSCs that became effective on November 5, 2014.

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

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

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

Total of this Report	YTD Expedited Approvals FY2019-2020	Total for FY2019-2020
\$25,845,000	\$44,215,942	\$512,095,501

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POSTING FOR

August 19, 2019

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

2019-08-19

APPLY

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
47077 - 18/19	MUNICIPAL TRANSPORTATION AGENCY	\$3,500,000.00	<p>The San Francisco Municipal Transportation Agency (SFMTA) seeks Proposals from specialized and qualified consultant services to complete key capital asset management activities for the SFMTA. These activities include, but are not limited to: review, update and maintain the SFMTA's Capital Asset Inventory by assisting SFMTA staff in collecting and evaluating operational data; incorporate the Capital Asset Inventory into the SFMTA's Enterprise Asset Management System database; conduct condition assessment of assets in the Capital Asset Inventory through use of analytical tools; prepare and provide technical assistance on documents and reports, including the SFMTA's annual State of Good Repair Reports and National Transit Database Reports; and support the SFMTA in the continued implementation of an Asset Management Program by helping to coordinate, standardize and integrate asset management policies, strategies and practices across the Agency.</p> <p>The services of the consultant will be on an as-needed basis. The SFMTA intends to issue task orders to the consultant for specific work.</p>	October 1, 2019	October 1, 2022	REGULAR
43035 - 18/19	GENERAL SERVICES AGENCY - CITY ADMIN	\$300,000.00	<p>The Contractor will provide 24/7 fire alarm and security alarm monitoring and as-needed repair services complex life safety building monitoring systems for two new City fleet facilities. 555 Selby is a newly constructed City-owned property that contain Central Shops administrative offices and a fleet maintenance shop. 450 Toland is a leased property for fleet maintenance purposes.</p>	July 1, 2019	June 28, 2024	REGULAR
42383 - 18/19	FIRE DEPARTMENT	\$1,750,000.00	<p>Contractor provides clinical quality assurance services for Fire Department's Emergency Medical Services (EMS) Division and the Department of Emergency Management's (DEM) Dispatch Division. The Department currently has a contract with The Regents of the University of California, on behalf of the San Francisco General Hospital Clinical Practice Group for Emergency Medicine Services, to provide these services. This contract expires in December 2019.</p>	January 1, 2020	December 31, 2022	REGULAR
48568 - 18/19	MUNICIPAL TRANSPORTATION AGENCY	\$4,000,000.00	<p>Provide garment rental & maintenance for Municipal Transportation Agency staff that are required to perform their duties as per job description and Memorandum of Understanding</p>	October 1, 2019	September 30, 2023	REGULAR
23737 - 19/20	ELECTIONS	\$295,000.00	<p>The Department of Elections (Department) is seeking Civil Service Commission (CSC) approval to enter into a contract for the purchase of a ballot sorting machine (Agilis), and four years of associated annual maintenance and software licensing. The Department previously received CSC approval through PSC#48101-13/14 for similar services for an Agilis purchased in 2012. The services included in this request will closely match the previous PSC request.</p> <p>Funding amount listed on this PSC matches the expected cost of the future contract, \$295,000. 55% of the contract amount is the cost of</p>	August 1, 2019	August 1, 2023	ANNUAL

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			<p>the equipment purchase (\$160,000) and 45% is for annual maintenance and software license (\$135,000).</p> <p>Scope of Work:</p> <p>Prior to each election, the Contractor will provide preventative maintenance, configuration, and testing of the software and hardware components of the Agilis mail sorting system. During the Election period, the Contractor will provide remote support and troubleshooting, on-site support, as-needed maintenance and repair, and error, defect, or malfunction correction.</p> <p>As a part of this agreement, the Contractor is responsible for the installation, integration, and testing of automated signature recognition software and then train departmental personnel to utilize this software when processing vote-by-mail ballots.</p> <p>Upon the completion of any improvements, updates, upgrades or system changes, the Contractor must provide operational training, maintenance training, and troubleshooting training the Department's lead staff who are assigned to operate the Agilis.</p>			
44956 - 18/19	PUBLIC HEALTH	\$1,700,000.00	<p>To provide as-needed and after-hours security guard services, and as-needed guard/driver services for the San Francisco Health Network for the Department's Opioid Treatment Outpatient Program (OTOP) clinics and vans in support of the Mobile Methadone Dispensing program, which operates at remote locations within the City. The contractor will also provide armed security guards for two primary care clinics located at Zuckerberg San Francisco General Hospital (ZSFGH) and at the Silver Avenue Family Health Center Clinic. Services will include armed and unarmed guards.</p>	July 1, 2019	June 30, 2024	REGULAR
48282 - 18/19	PUBLIC HEALTH	\$10,000,000.00	<p>Contractors will perform as-needed outsourced sterile compounding pharmacy services to provide quality sterile products not otherwise commercially available, for the Zuckerberg San Francisco General Hospital (ZSFG) pharmacy. Contracts will be with "503B outsourcing facilities" or non-traditional compounding facilities, as defined by the US Food and Drug Administration under the Federal Food, Drug, and Cosmetic Act (Part A, Drugs and Devices, Section 503B, Sec. 353b, Outsourcing Facilities). 503B outsourcing facilities are compounding pharmacies which produce given formulations in bulk, as differentiated in that Act from traditional compounding pharmacies which produce drugs based on patient needs essentially one patient at a time. Examples of compounding might include changing the form of a medication from a solid pill to a liquid to avoid allergens, or to obtain a more exact dose. Products may include, but are not limited to, cardiovascular solutions, anesthesia syringes and solutions, antibiotics, anticoagulation products, electrolyte solutions, ophthalmic injectables and solutions, and analgesic preparations (patient-controlled analgesia, epidural, or regional nerve-block devices). Various providers will be utilized according to their capabilities and availability to meet patient needs.</p>	July 1, 2019	June 30, 2027	REGULAR
48890 - 18/19	PUBLIC HEALTH	\$600,000.00	<p>The contractor(s) will provide a complete system for the management of Incident and Grievance responses which will assist in managing safety and quality of services within the San Francisco Health Network (SFHN). The system will include flexible event reports that encourage analysis and will be used to meet for regulatory requirements. In addition to a fully functional hosted application, the contractor will also provide project management, design, programming, testing, documentation, and system integration services in support of the application.</p>	October 1, 2019	September 30, 2025	REGULAR

TOTAL AMOUNT \$22,145,000



Posting For August 19, 2019

Proposed Modifications to Personal Services Contracts

Commission Hearing Date

2019-08-19

APPLY

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
34273 - 15/16 - MODIFICATIONS	August 19, 2019	ECONOMIC AND WORKFORCE DEVELOPMENT -- ECN	\$800,000	\$1,400,000	The San Francisco Office of Economic and Workforce Development (OEWD) is seeking a firm to provide marketing and related activities to commercial/business districts during City-lead construction projects. Goals of this project include: 1) Increasing outreach and engagement with neighborhood business groups and small businesses before and during construction projects and 2) Helping to lessen the impacts of construction through the implementation of commercial corridor marketing campaigns and related construction mitigation efforts.	09/16/2019	06/30/2023	REGULAR
43232 - 18/19 - MODIFICATIONS	August 19, 2019	PUBLIC UTILITIES COMMISSION -- PUC	\$2,900,000	\$3,900,000	This contract entails the processing of Class B biosolids (Class B levels have trace amounts of pathogens) into Class A biosolids (Class A Biosolids have been treated to eliminate pathogens). Class B biosolids have undergone a reduction in pathogen content to the point where they are safe for certain types of reuse while Class A biosolids have had pathogen content eliminated. There are several technologies which can be used to achieve this under Code of Federal Regulations Title 40 Part 503 (the criteria that refers to the elimination of pathogens), the federal regulations which govern biosolids. The current contractor uses a proprietary technology to process Class B biosolids into Class A biosolids at a facility in Fairfield. This technology uses heat, alkali and high shear forces to create a Class A biosolids liquid fertilizer. Once the Class A biosolids product is produced, the contractor is responsible for the distribution of the product to farmers and ranchers. The contractor must ensure all pertinent regulations are adhered to.	05/15/2019	05/14/2022	REGULAR

TOTAL AMOUNT \$3,700,000

**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: Request for Proposals for As-Needed Asset Management Support

Funding Source: Local and Operating Funds

PSC Duration: 3 years 1 day

PSC Amount: \$3,500,000

1. Description of Work

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

The San Francisco Municipal Transportation Agency (SFMTA) seeks Proposals from specialized and qualified consultant services to complete key capital asset management activities for the SFMTA. These activities include, but are not limited to: review, update and maintain the SFMTA's Capital Asset Inventory by assisting SFMTA staff in collecting and evaluating operational data; incorporate the Capital Asset Inventory into the SFMTA's Enterprise Asset Management System database; conduct condition assessment of assets in the Capital Asset Inventory through use of analytical tools; prepare and provide technical assistance on documents and reports, including the SFMTA's annual State of Good Repair Reports and National Transit Database Reports; and support the SFMTA in the continued implementation of an Asset Management Program by helping to coordinate, standardize and integrate asset management policies, strategies and practices across the Agency.

The services of the consultant will be on an as-needed basis. The SFMTA intends to issue task orders to the consultant for specific work.

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

In July 2016, the Federal Transit Administration (FTA) published a Final Rule for Transit Asset Management. The Transit Asset Management Rule is a set of federal regulations that set out minimum asset management practices for transit providers. The Final Rule applies to all recipients of federal transit funds, such as the SFMTA. The Rule stipulates that transit agencies such as the SFMTA must prepare a Transit Asset Management Plan every four years that includes an inventory of capital assets, a condition assessment of those assets, an estimate of capital investments needed over time, and a prioritized list of investments to improve the state of good repair of capital assets. Since 2010, the SFMTA has been working to improve its Asset Management practices. This includes the development of a full asset inventory in 2009, and performance measurements through an annual State of Good Repair report (first published in 2010). With the above FTA requirement, it is now imperative that the SFMTA move forward on refining its asset inventory and develop a better understanding of the lifecycle of all its assets. The SFMTA recognizes the need to mature its asset management practices and create a culture of sound asset management within the Agency. The hiring of an as-needed consultant will enable the SFMTA to better comply with FTA regulations and will enable the SFMTA to more effectively use available resources and funding to manage its capital assets. The hiring of a consultant demonstrates to the FTA the SFMTA's commitment to developing an effective Asset Management Program and builds on the SFMTA's current practices. If the SFMTA does not hire a consultant, the SFMTA's nascent progress in building its Asset Management

Program will be slowed, the SFMTA will not be able to effectively manage the life-cycle of its capital assets, leading to reduced productivity and increased costs; and the SFMTA will not be able to effectively comply with FTA regulations. As the effort to develop a mature Asset Management Program is on-going with varied and complex tasks and projects at different stages of implementation, the use of an as-needed consultant provides the SFMTA with the flexibility to assign emergent and critical tasks and projects as appropriate. The services of an as-needed consultant are intended to complement and augment the SFMTA's existing resources by providing specialized expertise, expediting project delivery, and supplementing available resources and skills. By using the consultant on an as-needed basis for specified tasks, the SFMTA ensures timely and coordinated work products performed under cost control and efficient use of resources.

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

In the past, the asset management consultant support service was procured using OCA's Tech Marketplace contract as it relates to the technical implementation of the Enterprise Asset Management (EAM) System. The civil service approval process was completed according to the Tech Marketplace procedure through a Local 21 Review process.

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.

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:

- Immediately needed services to address unanticipated or transitional situations, or services needed to address emergency situations: As stated in Question #G, the SFMTA recently underwent a reorganization and has formed a specific, formal unit to implement the Agency's Asset Management Program. As the unit gets up to speed in refining the Agency's Asset Management Program, including moving forward on all the varied tasks and projects, the as-needed consultant will provide supplemental support on specified projects and augment existing resources and skills. The use of an as-needed consultant will provide SFMTA staff with the time to develop the skills, knowledge, background, and experience to implement a robust Asset Management Program. - Short-term or capital projects requiring diverse skills, expertise and/or knowledge: As described in Question #E, the SFMTA requires a consultant that has a background in asset management for transit agencies; understanding of FTA regulations and policies; skills in data management including the collection, evaluation, analysis, and synthesis of data; preparing reports, including using visual graphics; and leading and/or working collaboratively with stakeholders. - Services required on an as-needed, intermittent, or periodic basis: The work of building and refining the SFMTA's Asset Management Program is comprised of various tasks and projects with different timelines (see Question #A). By using the consultant on an as-needed basis for specified tasks, the SFMTA has the flexibility to assign tasks that are critical and complex and ensures that the work is timely and coordinated with other prioritized tasks.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Required background and experience include the following: • Several years of recent work experience in implementing and/or maintaining an asset management program for transit agencies. • Knowledge and experience working with FTA regulations and policies, specifically in regard to the FTA's Transit Asset Management Final Rule (Federal Register, Vol. 81, No. 143, July 26, 2016) and operational reporting. Required skills include the following: • Input data and implement, maintain and update databases and tables; create, document and compile system and data documentation. Experience in GIS technology. • Conduct database systems analysis and data normalization; support development of relational databases; assist in the performance of data conversion tasks and maintenance of data dictionaries. • Evaluate and/or forecast planning and operational data using analytical software and tools. • Design and prepare visual materials including sketches, graphs, charts, posters, diagrams, maps, models and final drawings. • Collect, compile and analyze data to prepare and evaluate plans and proposals. • Prepare technical and specialized reports and memos based on analyzed and synthesized data. • Lead and/or support internal and external stakeholders in the implementation of asset management processes and strategies.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1823, Senior Administrative Analyst; 1824, Pr Administrative Analyst; 5277, Planner 1; 5290, Transportation Planner IV;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain:
No

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

The SFMTA has recently undergone a reorganization and has formed a specific unit to implement the Agency's Asset Management Program. The unit is currently comprised of existing Principal and Senior Administrative Analysts that were transferred from other units. There is currently one 5277 Planner I, in the process of being hired. However, with the need to continue to build the SFMTA's Asset Management Program, the SFMTA requires the use of an as-needed consultant that has the expertise and specialized skills to carry out complex tasks, work on critical tasks during peak workloads, and support existing staff on tasks that need to be carried out quickly. By using the consultant on an as-needed basis for specified tasks, the SFMTA ensures timely and coordinated work products performed under strict cost control.

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 classes may be able to perform this work; however, currently, the SFMTA does not have the personnel to perform this work. In order to continue to move forward on the overall development of the SFMTA's Asset Management program and comply with FTA Regulations, it is in the best interest of the SFMTA to hire a consultant to perform critical and specified work as-needed.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, because classifications currently exist that can perform this work so there is no need to adopt a new civil service class. 5290 – Transportation Planner IV 1824 – Principal Administrative Analyst 1823 – Senior Administrative Analyst 5277 – Planner I

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. While SFMTA staff will manage and assign work to the as-needed consultant, the consultant will have specialized skills and will conduct complex analyses on data/datasets so that the consultant may need to train or provide updates to SFMTA staff on evaluating, synthesizing and maintaining the data/datasets. The number of hours spent on training by the consultant to staff, including the existing 1824 Principal Administrative Analyst and 1823 Senior Administrative Analyst, is not currently known and will be dependent on assigned tasks and projects.

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

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

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

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

7. **Union Notification:** On 06/25/2019, the Department notified the following employee organizations of this PSC/RFP request:
Prof & Tech Eng, Local 21

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

Name: 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# 47077 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 08/19/2019

Receipt of Union Notification(s)

Nuque, Amy

From: dhr-psccordinator@sfgov.org on behalf of amy.nuque@sfmta.com
Sent: Tuesday, June 25, 2019 1:25 PM
To: Nuque, Amy; ecassidy@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; amakayan@ifpte21.org; L21PSCReview@ifpte21.org; Nuque, Amy; DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 47077 - 18/19

RECEIPT for Union Notification for PSC 47077 - 18/19 more than \$100k

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a request for a Personal Services Contract (PSC) 47077 - 18/19 for \$3,500,000 for Initial Request services for the period 10/01/2019 – 10/01/2022. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/13374> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - CITY ADMIN -- ADMDept. Code: ADMType of Request: Initial Modification of an existing PSC (PSC # _____)Type of Approval: Expedited Regular Annual Continuing (Omit Posting)Type of Service: Fire alarm and security alarm monitoring and repairFunding Source: General fundPSC Duration: 4 years 52 weeksPSC Amount: \$300,000**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

The Contractor will provide 24/7 fire alarm and security alarm monitoring and as-needed repair services complex life safety building monitoring systems for two new City fleet facilities. 555 Selby is a newly constructed City-owned property that contain Central Shops administrative offices and a fleet maintenance shop. 450 Toland is a leased property for fleet maintenance purposes.

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

Fire alarm monitoring is mandatory to meet fire/building code requirements. Security alarm monitoring is necessary to ensure sensitive and valuable City properties within the buildings are safe after business hours. Central Shops administrative office holds DMV titles for all departments, roughly 100 sets of vehicle license plates, and both locations contain expensive shop equipment/tools, valuable auto parts inventory and other related items. Denial of this request will result in out-of-compliant buildings and increased risk of loss of sensitive and valuable City properties.

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.

Fire alarm monitoring was part of the initial real estate development plan to obtain DBI/SFFD approval for occupancy of these buildings. Security alarm monitoring has not begun yet.

D. Will the contract(s) be renewed?

Unknown.

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

not applicable

2. Reason(s) for the Request**A. Indicate all that apply (be specific and attach any relevant supporting documents):**

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

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

REASON FOR CHECKING OTHER:

City employees do not have the training and licenses required. See attachments.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Contractor must have the ability to provide as needed emergency repairs on these complex building monitoring systems. Contractor must be able to continuously monitor alarm conditions 24/7 and call 9-1-1 and responsible City staff as required. Contractor shall have the appropriate trade license(s), knowledge and experience to maintain and repair the fire and security alarm systems and ability to respond 24/7 to emergency repairs. Information on skills and licensing attached.
- B. Which, if any, civil service class(es) normally perform(s) this work? 7238, Electrician Supervisor 1; 7276, Electrician Supervisor 2; 7345, Electrician;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No

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

Skills to work with these complex building monitoring system are not available from other City resources.

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

- A. Explain why civil service classes are not applicable.
Civil service classes do not have the training and licenses to repair these complex building monitoring systems.
- 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. Repair work is as needed and requires specific licenses.

6. Additional Information

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

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

7. **Union Notification:** On 05/14/2019, the Department notified the following employee organizations of this PSC/RFP request:
Electrical Workers, Local 6

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

Name: 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# 43035 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 08/19/2019

Receipt of Union Notification(s)

Lubamersky, Joan (ADM)

From: dhr-psccordinator@sfgov.org on behalf of joan.lubamersky@sfgov.org
Sent: Tuesday, May 14, 2019 2:49 PM
To: Lubamersky, Joan (ADM); oashworth@ibew6.org; khughes@ibew6.org; Lubamersky, Joan (ADM); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 43035 - 18/19

RECEIPT for Union Notification for PSC 43035 - 18/19 more than \$100k

The GENERAL SERVICES AGENCY - CITY ADMIN -- ADM has submitted a request for a Personal Services Contract (PSC) 43035 - 18/19 for \$300,000 for Initial Request services for the period 07/01/2019 – 06/28/2024. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/12993> 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)

State of California Security Alarm business requirements

INQUIRE BEFORE YOU HIRE

1. Verify that an alarm company, qualified manager or agent is licensed with the Bureau prior to conducting business with them. Use "Verify a License" on the Bureau's website at www.bsis.ca.gov/forms_pubs/online_services/verify_license.shtml or call (800) 952-5210 to check on the license status of the company or person.
NOTE: Current law allows an employee of a licensed alarm company to work with a temporary registration while the Bureau processes his or her alarm agent application. A person working with a temporary registration must have a copy of their initial application in their possession. Be sure to ask for a form of photo identification too.
2. Check with your city or county whether the alarm company is required to have a local business permit, and if so, that the company you contacted possesses the required permit.⁴
3. Check with your city or county to see if you are required to obtain a permit to have an alarm system.⁴
4. Ask for referrals from friends and family members who have had successful experiences with an alarm company.
5. Get an estimate from more than one BSIS-licensed alarm company.

STATE OF CALIFORNIA
DOCS

DEPARTMENT OF CONSUMER AFFAIRS

MOBILE DEVICE MONITORING

Alarm company monitoring systems may include Web-based monitoring tools. This technology allows you to monitor your property from a mobile device by accessing a video feed installed in your home.

It is recommended to check whether the alarm company provides firmware, an encrypted network or a strong firewall to prevent hackers from obtaining access to your video feed. The video feed can be hacked if the site is not secured properly.

If any of these tools or services is available, make sure they are disclosed to you and are listed in the contract as a service provided.

CONSUMER GUIDE TO ALARM COMPANIES

WHAT TO DO IF YOU HAVE A PROBLEM

You may file a complaint with BSIS against an alarm company, alarm qualified manager, and/or alarm agent. Complaints the Bureau has received include unlicensed activities, contract and installation agreement issues including rollover or evergreen renewal provisions, and unauthorized monitoring services. You can file a complaint online at www.bsis.ca.gov/consumers/complaints.shtml or by calling (800) 952-5210.

BUREAU OF SECURITY AND
INVESTIGATIVE SERVICES
2420 Del Paso Rd., Ste. 270
Sacramento, CA 95834

BUREAU OF SECURITY AND
INVESTIGATIVE SERVICES

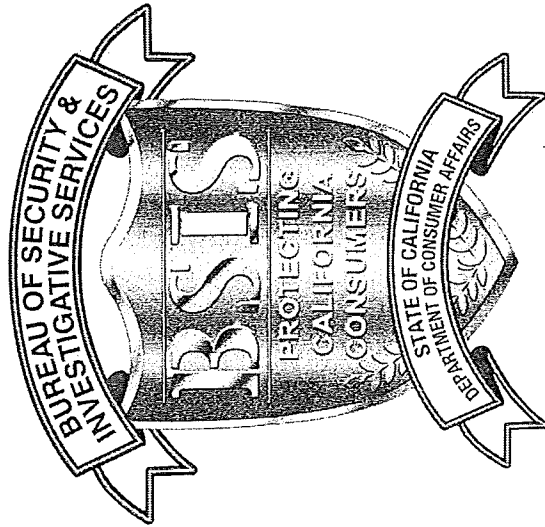
REQUIREMENTS FOR DOING ALARM BUSINESS

Alarm companies providing home security systems must be licensed by the Bureau of Security and Investigative Services (Bureau or BSIS) to:

1. Sell alarm systems on a consumer's premises.¹
2. Install, service, repair, and monitor alarm systems.¹
3. Respond to alarm activations.¹ (The person responding can be an alarm agent² or a private patrol operator's security guard.³)

Retail stores may sell alarm systems without being licensed, but only at the store, and they may not perform any alarm company functions. Alarm companies, including those located outside of California that monitor systems in California, must also possess a BSIS license.¹

Local governments may require alarm system owners or renters to pay a fee and obtain a permit to operate an alarm system. Likewise, alarm companies may need to obtain a business permit.⁴



WHO CAN INSTALL/MONITOR AN ALARM SYSTEM?

An alarm company is a business that installs, maintains, alters, sells, monitors, services, or responds to alarm systems. An alarm qualified manager is the person designated by an alarm company who is in active control of the business.⁵ An alarm agent is an employee of an alarm company.²

An alarm company owner, qualified manager, or agent may carry out the activities an alarm company is authorized to perform. Alarm business owners, including designated officers of a corporation or designated members of a limited liability company actively involved in the business, alarm qualified managers, and alarm agents must undergo a criminal history background review as a condition for BSIS licensure.⁶

Current law⁷ allows an employee of a licensed alarm company to work with a temporary registration while the Bureau processes his or her alarm agent application. A temporary registration is valid for 120 days and the employee must carry a copy of his or her initial application filed with the Bureau. Please note that individuals working with a temporary registration have not undergone a criminal history background review by the Bureau.

AUTOMATIC RENEWAL

Alarm system monitoring contracts may contain an automatic renewal clause that automatically renews the contract beyond the original terms unless the consumer cancels it in the manner specified in the contract. Effective January 1, 2017, consumers must be provided a written notice if the alarm contract presented to them includes an automatic renewal provision that renews the contract for a period of more than one month. Prior to signing the contract, the consumer is to acknowledge receipt of the disclosure by signing or initialing it. If this written acknowledgement is not provided by the consumer, the automatic renewal provision in the contract is invalid. Be consumer wise and ask if the contract contains an automatic renewal provision.

READ THE CONTRACT

Alarm company contracts must be in writing and must include, among other requirements, the following information:

- The alarm company's name, business address, telephone number, and BSIS license number.⁸
- The alarm agent's BSIS registration number if an agent solicited or negotiated the agreement.⁹
- The approximate dates your scheduled work will begin and be substantially complete.¹⁰
- A description of the alarm system to be installed, including what work is necessary to install the system, the materials that will be used for installation, and the cost of the system and services.¹¹
- A description of other services to be provided by the alarm company after installation of the alarm.¹²
- A clause stating the alarm company will teach the buyer how to use the system after it is installed.¹³
- If the total value of the contract exceeds \$250, the contract must include a schedule of payments and information about the permit fees charged by local governments. (NOTE: A down payment may not exceed \$1,000 or 10 percent of the contract price, excluding finance charges— whichever is less.)¹⁴
- The contract must disclose if monitoring services are being provided.¹⁵
- Before any work commences to install the system, a copy of the full contract signed by the alarm company or its licensed agent must be provided to the consumer.¹²

¹ BPC 7590.2 ⁶ BPC 7593.1 ¹¹ BPC 7599.54
² BPC 7590.3(f) ⁷ BPC 7598.7 ¹² BPC 7599.54
³ BPC 7590.3(d) ⁸ 16 CFR Part 429 ¹³ BPC 7599.54
⁴ BPC 7592.8 ⁹ BPC 7599.54(a) ¹⁴ BPC 7599.54(f)
⁵ BPC 7590.1(i) ¹⁰ BPC 7599.54 ¹⁵ BPC 7599.54(e)

BPC: Business and Professions Code
CFR: Code of Federal Regulations

San Francisco Fire Marshall requirements for alarm systems

San Francisco Fire Department

Division of Fire Prevention & Investigation



June 28, 2018

Dear Building Owner:

Pursuant to state law and regulations, the San Francisco Fire Department (SFFD) requires that contractors installing, repairing, inspecting or testing any life safety equipment in San Francisco including, but not limited to, fire alarms, standpipes, and sprinkler systems, must possess a valid current C-10 (electrical) or C-16 (fire protection) contractor license issued by the California Contractors State License Board (CA-CSLB). The SFFD does not approve or accept work of the types listed above conducted by persons or companies known not to hold the required license.

Employees of companies hired to work on life safety systems are also required to maintain a valid current Electrician Certificate (fire alarms) issued by the CA Department of Industrial Relations (CA-DIR) or a valid current Fire Sprinkler Fitter Certificate (sprinkler/standpipes) issued by the CA Office of the State Fire Marshal (CAL-OSFM). The SFFD recommends that building owners, or their representatives, request to view the associated certificates from those persons working in your building and on your behalf.

Furthermore, companies who service and test fire extinguishers are also required to obtain the applicable license classification from the CAL-OSFM. Employees of fire extinguisher companies shall also maintain a valid current Certificate of Registration (C of R) issued by the CAL-OSFM. The SFFD recommends that building owners, or their representatives, request to view the certificate from those persons recertifying and servicing your fire extinguishers prior to beginning work.

Always hire a licensed contractor to inspect your building's life safety systems and service your fire extinguishers. As a reminder, fire alarms and fire extinguishers shall be certified annually and sprinkler/standpipe systems shall be completely tested and inspected every five years. Please ensure after testing or servicing that the technician places a tag or sticker on the device which shall include the company name, company phone number, technician name, service date, type of service performed, and license number.

Valid current licenses and certificates may be verified at the following agency's websites:

CA-CSLB (C10/C16): <https://www2.cslb.ca.gov/OnlineServices/CheckLicense/CheckLicense.aspx>

CA-DIR (electrician): <https://www.dir.ca.gov/dlse/ECU/ElectCert/ElectCertSearch.asp>

CA-DIR (trainee): https://www.dir.ca.gov/dlse/ECU/CA_Electrician_Trainees.pdf

CA-OSFM (fire extinguishers): http://osfm.fire.ca.gov/strucfireengineer/strucfireengineer_fe

Sincerely,

A handwritten signature in black ink, appearing to read "Daniel De Cossio".

Daniel De Cossio
Fire Marshal

cc: Capt. Mary M. Tse

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: FIRE DEPARTMENT -- FIR

Dept. Code: FIR

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

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

Type of Service: Clinical and Teaching - Quality Assurance for the FD EMS and DEM MDS

Funding Source: Annual Budget

PSC Amount: \$1,750,000

PSC Est. Start Date: 01/01/2020

PSC Est. End Date 12/31/2022

1. Description of Work

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

Contractor provides clinical quality assurance services for Fire Department's Emergency Medical Services (EMS) Division and the Department of Emergency Management's (DEM) Dispatch Division. The Department currently has a contract with The Regents of the University of California, on behalf of the San Francisco General Hospital Clinical Practice Group for Emergency Medicine Services, to provide these services. This contract expires in December 2019.

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

Mandated by County protocol, the Fire Department and DEM need clinical quality assurance services to ensure that quality medical services are being provided by the Emergency Medical Technicians and Paramedics that work on Fire Department apparatus and oversee the EMS training program. DEM needs to ensure that medical dispatch protocols are properly used and evaluated. Denial of this agreement would leave both Departments without clinical quality assurance of EMS activities from a licensed medical specialist in emergency medicine.

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 professional services contract request has been approved by the Civil Service Commission in the past, most recently at the meeting of November 6, 2006 (PSC# 4061-06/07), December 15, 2008 (PSC# 4062-08/09), and January 6, 2014 (PSC# 40044-13/14).

D. Will the contract(s) be renewed?

This request will represent a new, multi-year contract that will continue service currently provided under a contract that expires in December 2019. The term of the contract is three years, with two one-year extensions.

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 currently does not provide academic teaching or quality assurance activities, or qualified academic oversight to teach EMS classes to practitioners. These skills are needed by the Fire Department and DEM.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: A physician with an emergency medicine license and experience in administration, research, and teaching; Clinical and academic quality assurance for emergency medical services. Current County protocols require base hospital accreditation.
- B. Which, if any, civil service class(es) normally perform(s) this work? 2233, Supervising Physician Spec;
- 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?

Potential classifications are: 2237 Medical Director, DPH (abolished classification) and 2233 Supervising Physician Specialist perform some of the duties required. There is not a civil service classification that can perform all aspects of the work requested.

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

- A. Explain why civil service classes are not applicable.
However, The current civil service classifications do not provide academic teaching or quality assurance activities, or teach EMS classes to practitioners. These skills are needed by the Fire Department and DEM. In addition, there are County EMS requirements that no civil service classification can meet.
- 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 service requires the use of an academic institution in the practice of Medicine to provide the appropriate oversight for these specialized medical services.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
Yes. The contractor will be responsible for oversight of Fire Department training instructors (H20, H28, H33, H43) who currently are required by law to provide initial certification and continuing education training for EMTs and Paramedics. (EMT recertification – 24 hours of education over two years, 8 hours CPR training. Paramedic recertification – 48 hours of State-mandated and 24 hours of County-mandated training annually). SFFD has approximately 1,141 EMTs and 353 Paramedics.
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
No.

- 7. Union Notification: On 06/17/2019, the Department notified the following employee organizations of this PSC/RFP request:
Physicians and Dentists - 11AA**

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

Name: Elaine Walters Phone: (415)558-3418 Email: elaine.walters@sfgov.org

Address: 698 Second Street San Francisco, CA 94107

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 42383 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 08/19/2019

Receipt of Union Notification(s)

Choi, Suzanne (HRD)

From: dhr-psccordinator@sfgov.org on behalf of elaine.walters@sfgov.org
Sent: Monday, June 17, 2019 1:17 PM
To: Walters, Elaine (FIR); tjenkins@uapd.com; jduritz@uapd.com; Chenard, Stephanie (FIR); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 42383 - 18/19

RECEIPT for Union Notification for PSC 42383 - 18/19 more than \$100k

The FIRE DEPARTMENT -- FIR has submitted a request for a Personal Services Contract (PSC) 42383 - 18/19 for \$1,750,000 for Initial Request services for the period 01/01/2020 – 12/31/2022. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrDrupal/node/13222> 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: FIRE DEPARTMENTDept. Code: FIRType of Request: Initial Modification of an existing PSC (PSC # 42240 - 13/14)Type of Approval: Expedited Regular Annual Continuing (Omit Posting)Type of Service: Clinical and Teaching-Quality AssuranceFunding Source: Annual BudgetPSC Original Approved Amount: \$1,750,000 PSC Original Approved Duration: 01/01/14 - 12/31/17 (4 years)PSC Mod#1 Amount: no amount added PSC Mod#1 Duration: 01/01/18-12/31/19 (2 years)PSC Cumulative Amount Proposed: \$1,750,000 PSC Cumulative Duration Proposed: 6 years**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

Contractor will provide clinical quality assurance services for the Fire Department's Emergency Medical Services (EMS) Division and DEM Dispatch Division.

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

Mandated by San Francisco County Emergency Medical Services Agency protocol, the Fire Department and Dept. of Emergency Management (DEM) need clinical quality assurance services to ensure that quality medical services are being provided by the Emergency Medical Technicians and Paramedics that work on Fire Department apparatus and to oversee the EMS training program. DEM needs to ensure that medical dispatch protocols are properly used and evaluated. Denial of this agreement would leave both Departments without clinical quality assurance of EMS activities from a licensed medical specialist in emergency medicine.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.
Yes. This would extend current contract (attached).**D. Will the contract(s) be renewed?**

Yes, two 1-year renewals after the 4-year initial duration

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's current contract is for four years with two one-year extension options. The Department is looking to exercise those options, which would result in a six-year total contract term. This is a sole source contract.

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:

no response from department

B. Reason for the request for modification:

This modification is for a time extension to exercise the remaining option on the original contract for these services

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: A licensed physician who is board certified in Emergency Medicine with experience in administration, research and teaching; clinical and academic quality assurance for emergency medical services; current county protocols require base hospital accreditation.

B. Which, if any, civil service class(es) normally perform(s) this work? 2233, Supervising Physician Spec;

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.

Class 2237-Medical Director was recently abolished. Thus, the remaining applicable class is 2233. This classification does not provide academic teaching or quality assurance activities, or teach EMS classes to practitioners. These skills are required by the Fire Department and DEM. Additionally, there are County EMS requirements and protocols that no existing Civil Service classification could meet.

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 service requires the use of a medical academic institution in the practice of medicine to provide the appropriate oversight for these specialized medical services.

6. Additional Information

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

No.

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

See document upload for a detailed description

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 will allow the Department to exercise the option on contract

7. **Union Notification:** On 12/11/18, the Department notified the following employee organizations of this PSC/RFP request:

Physicians and Dentists - 11AA;

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

Name: Elaine Walters Phone: (415)558-3418 Email: elaine.walters@sfgov.org

Address: 698 2nd Street, Room 209, San Francisco, CA 94107

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 42240 - 13/14

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 01/04/2019

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: Garment Rental & Maintenance Service

Funding Source: Operating Budget

PSC Duration: 4 years

PSC Amount: \$4,000,000

1. Description of Work

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

Provide garment rental & maintenance for Municipal Transportation Agency staff that are required to perform their duties as per job description and Memorandum of Understanding

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

This service is common in the rental & maintenance for garments that have high usage throughout the life expectancy of the uniform(s)/garment(s). The consequences of denial would result in a Municipal Transportation Agency shut down and several grievances.

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 ongoing for several years under a contract administered by The Office of Contract Administration

D. Will the contract(s) be renewed?

Yes

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

not applicable

2. Reason(s) for the Request

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

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

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

B. Explain the qualifying circumstances:

Ongoing service(s) required per Union Memorandum of Understanding

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: To provide garment rental & Maintenance for San Francisco Municipal Transportation Agency employees – Maintenance Repair Unit: Car service unit, buses, truck, trolleys & trains; Fare Collections Unit; Parking Control, Parking Enforcement & Traffic Unit, and Station Agents Unit.
- B. Which, if any, civil service class(es) normally perform(s) this work? none
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain:
The contractor may provide lockers for safekeeping of garments.

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

This service is not available within the City.

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

- A. Explain why civil service classes are not applicable.
There are no civil service classes related to the required service
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. This type of service would not be in the best interest of the City to attempt to provide

6. Additional Information

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

- 7. Union Notification:** On 04/18/2019, the Department notified the following employee organizations of this PSC/RFP request:
all unions were notified

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

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 48568 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 08/19/2019

Receipt of Union Notification(s)

Nuque, Amy

From: dhr-psccordinator@sfgov.org on behalf of amy.nuque@sfmta.com
Sent: Thursday, April 18, 2019 2:49 PM
To: Nuque, Amy; Camaguey@sfmea.com; kcartermartinez@cirseiu.org; ecassidy@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; sarah.wilson@seiu1021.org; kschumacher@ifpte21.org; kpage@ifpte21.org; tjenkins@uapd.com; eerbach@ifpte21.org; tmathews@ifpte21.org; amakayan@ifpte21.org; jb@local16.org; Ricardo.lopez@sfgov.org; Basconciello, Katherine (PUC); Sandeep.lal@seiu1021.me; pcamarillo_seiu@sbcglobal.net; MRainsford@Local39.org; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; pkim@ifpte21.org; agonzalez@iam1414.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; gail@sffdllocal798.org; cityworker@sfcwu.org; davidmkersten@gmail.com; djohnson@opcmialocal300.org; hodlocal@pacbell.net; ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org; xiumin.li@seiu1021.org; Poon, Sin Yee (HSA); smcgarry@nccrc.org; rmitchell@twusf.org; grojo@Local39.org; jduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org; L21PSCReview@ifpte21.org; sfsmsa@gmail.com; mshelley@dc16.us; david.canham@seiu1021.org; jtanner940@aol.com; oashworth@ibew6.org; L21PSCReview@ifpte21.org; LiUNA.local261@gmail.com; local200twu@sbcglobal.net; speedy4864@aol.com; Christina@sfmea.com; ecdemvoter@aol.com; thomas.vitale@seiu1021.org; Nuque, Amy; DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 48568 - 18/19

RECEIPT for Union Notification for PSC 48568 - 18/19 more than \$100k

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a request for a Personal Services Contract (PSC) 48568 - 18/19 for \$4,000,000 for Initial Request services for the period 10/01/2019 – 09/30/2023. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/12891> 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: ELECTIONS -- REG

Dept. Code: REG

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

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

Type of Service: Annual Maintenance

Funding Source: General Fund

PSC Duration: 4 years 1 day

PSC Amount: \$295,000

1. Description of Work

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

The Department of Elections (Department) is seeking Civil Service Commission (CSC) approval to enter into a contract for the purchase of a ballot sorting machine (Agilis), and four years of associated annual maintenance and software licensing. The Department previously received CSC approval through PSC#48101-13/14 for similar services for an Agilis purchased in 2012. The services included in this request will closely match the previous PSC request.

Funding amount listed on this PSC matches the expected cost of the future contract, \$295,000. 55% of the contract amount is the cost of the equipment purchase (\$160,000) and 45% is for annual maintenance and software license (\$135,000).

Scope of Work:

Prior to each election, the Contractor will provide preventative maintenance, configuration, and testing of the software and hardware components of the Agilis mail sorting system. During the Election period, the Contractor will provide remote support and troubleshooting, on-site support, as-needed maintenance and repair, and error, defect, or malfunction correction.

As a part of this agreement, the Contractor is responsible for the installation, integration, and testing of automated signature recognition software and then train departmental personnel to utilize this software when processing vote-by-mail ballots.

Upon the completion of any improvements, updates, upgrades or system changes, the Contractor must provide operational training, maintenance training, and troubleshooting training the Department's lead staff who are assigned to operate the Agilis.

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

The annual maintenance and preventative maintenance is necessary to keep the machine running at peak efficiency and to prevent deterioration over time. Because the machine sits idle for much of the year, scheduled maintenance prior to each election to the mechanical components are fine tuned to handle the thousands of Vote-By-Mail envelopes the Department receives. Failure to properly maintenance the equipment could negatively affect the Departments ability to process the Vote-By-Mail ballots, and certify the election with the timeframe allowed by the Secretary of State.

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

The Department previously received CSC approval through PSC#48101-13/14 for similar services for an Agilis purchased in 2012. The services included in this request will closely match the previous PSC request.

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 Department doesn't believe required knowledge and expertise to maintain this specialized machinery is available in the City workforce.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: To maintain the machinery, an individual would require a high level of knowledge and expertise in the Agilis mechanical and software components.

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

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

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

The Department doesn't believe required knowledge and expertise to maintain this specialized machinery is available in the City Workforce.

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

A. Explain why civil service classes are not applicable.

To maintain the machinery, an individual would require a high level of knowledge and expertise in the Agilis mechanical and software components.

- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No it would not be practical to adopt a new civil service class to perform this work. To maintain the machinery, an individual would require a high level of knowledge and expertise in the Agilis mechanical and software components. Additionally, the Department has a low frequency of needing this service (once or twice a year).

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
Yes. The vendor is expected to provide no more than 20 hours of training over the course of the agreement to no more than 10 managerial/clerical department staff. The training will cover general operational use of the equipment and basic maintenance and troubleshooting. Upon the completion of any upgrades or system changes, Contractor shall provide training to the lead Department staff assigned to operate the Agilis. This training shall cover all operational, maintenance, and troubleshooting changes to the Agilis resulting from the upgrade or system change. Additionally, at the request of the Department, Contractor shall provide as-needed training for new lead Department staff assigned to operate the Agilis. Staff training shall include, but not be limited to: • Basic operation of all sort passes • Production and saving of reports • Data import and export • Basic maintenance and cleaning • Basic troubleshooting
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
Yes. 48101-13/14 Summary and CSC NOA
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
Yes.

- 7. Union Notification:** On 07/17/2019, the Department notified the following employee organizations of this PSC/RFP request:
all unions were notified

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

Name: Nataliya Kuzina Phone: 415-554-5683 Email: nataliya.kuzina@sfgov.org

Address: 1 Dr. Carlton B. Goodlett Pl. Room 48 San Francisco CA 94102 San Francisco, CA

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 23737 - 19/20

DHR Analysis/Recommendation:
Commission Approval Required
DHR Approved for 08/19/2019

Civil Service Commission Action:

Receipt of Union Notification(s)

Choi, Suzanne (HRD)

From: dhr-psccordinator@sfgov.org on behalf of nataliya.kuzina@sfgov.org
Sent: Wednesday, July 17, 2019 2:42 PM
To: Kuzina, Nataliya; camaguey@sfmea.com (contact); ablood@cirseiu.org; kcartermartinez@cirseiu.org; ecassidy@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; sarah.wilson@seiu1021.org; kschumacher@ifpte21.org; kpage@ifpte21.org; tjenkins@uapd.com; eerbach@ifpte21.org; tmathews@ifpte21.org; amakayan@ifpte21.org; jb@local16.org; Ricardo.lopez@sfgov.org; Basconcillo, Katherine (PUC); Sandeep.lal@seiu1021.me; pcamarillo_seiu@sbcglobal.net; MRainsford@Local39.org; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; pkim@ifpte21.org; agonzalez@iam1414.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; gail@sffdlocal798.org; cityworker@sfcwu.org; davidmkersten@gmail.com; djohnson@opcmialocal300.org; hodlocal@pacbell.net; ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org; xiumin.li@seiu1021.org; Poon, Sin Yee (HSA); smcgarry@nccrc.org; rmitchell@twusf.org; grojo@Local39.org; jduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org; L21PSCReview@ifpte21.org; sfsmsa@gmail.com; mshelley@dc16.us; david.canham@seiu1021.org; jtanner940@aol.com; oashworth@ibew6.org; L21PSCReview@ifpte21.org; LiUNA.local261@gmail.com; local200twu@sbcglobal.net; speedy4864@aol.com; Christina@sfmea.com; ecdemvoter@aol.com; thomas.vitale@seiu1021.org; Kuzina, Nataliya; DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 23737 - 19/20

RECEIPT for Union Notification for PSC 23737 - 19/20 more than \$100k

The ELECTIONS -- REG has submitted a request for a Personal Services Contract (PSC) 23737 - 19/20 for \$295,000 for Initial Request services for the period 08/01/2019 – 08/01/2023. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/13760> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

Additional Attachment(s)

Appendix A

Equipment Schedule

The following hardware and software components comprise the Equipment subject to this Agreement.

1) The Equipment is located at the following site:

Department of Elections
City Hall, Room 48
1 Dr. Carlton B Goodlett Place
San Francisco, CA 94102

If the Department changes its location or changes the location of the Equipment, the Department will promptly notify Contractor.

2) Equipment includes the following hardware components:

(a) One (1) Runbeck Transport Unit with Base Bin Configuration (4 pockets)
Serial Number(s): 2006

(b) One (1) Runbeck Router Unit
Serial Number(s): SEP14330112

(c) One (1) Runbeck Binarizer Unit
Serial Number(s): 10-10456988

(d) One (1) Runbeck Server Unit.
Serial Number(s): 6ZTJLM1

(e) One (1) Runbeck Wide Area Bar Code Reader (WABCR)
Serial Number(s): 1161676999

(f) One (1) Runbeck Thickness Measurement
Serial Number(s): 1028635002F

(g) One (1) Runbeck Hand Scanner
Serial Number(s): Y49KF4

(h) Four (4) Runbeck Tray Tag Printer
Serial Number(s): Printer 1- 28J10230022
Printer 2- 28J10230026
Printer 3- 28J104401461
Printer 4- 28J104401476

- (i) Three (3) Runbeck Stacker with 4 Pockets
 Serial Number(s): Stacker 1- 202060
 Stacker 2- 202061
 Stacker 3- 202062
 Stacker 4- 202063

- (j) One (1) Runbeck Printer Assembly
 Serial Number(s): None Found

- (k) One (1) Runbeck Bar Code Repair Printer
 Serial Number(s): 28J10261563

- (l) One (1) Runbeck Agilis Helm (Workstation computer)
 Serial Number(s): 6Z8KLM1

- (m) One (1) Runbeck Agilis Manager
 Serial Number(s): N/A

- (n) One (1) Runbeck EIMS Interface
 Serial Number(s): N/A

- (o) Four (4) Runbeck Agilis Stacker Units
 Serial Number(s): Stacker 5- 201019
 Stacker 6- 201020
 Stacker 7- 201021
 Stacker 8- 201022

- (p) Two (2) Runbeck Label Printer
 Serial Number(s): N/A

- (q) One (1) Runbeck Agilis Envelope Opener
 Serial Number(s): 2006

- (r) One (1) Runbeck Agilis U-Turn
 Serial Number(s): 7001

- (s) Equipment Description: One (1) Runbeck Agilis Signature Capture
 Serial Number(s): 13024686

- 3) Equipment includes the following software components, installed on the Agilis ballot sorting system located on the Department's premises:
 - (a) One (1) Runbeck Agilis Software
 - (b) One (1) Parascript Automated Signature Recognition Software

Appendix B

Performance Requirements

1. **Agilis.** Contractor shall provide the Department with a system, the Agilis, that will sort, scan, and gather data from election ballot envelopes. The system must perform the following functions:

a. Sorting Functions.

- Have the capacity to scan and sort envelopes from up to 600 precincts down to the individual precinct level in no more than two passes.
- Have the capacity to scan and sort a minimum of 8,000 envelopes per hour.
- Allow scalable sorting with modifiable parameters, such as sorting by specified election districts.
- Accept and apply all available scanning and sorting functions to a scalable range of envelopes, including but not limited to 8"x 11" flats, 5¾"x 11" envelopes, and 5½"x 9½" envelopes.
- Recognize and sort into separate pockets envelopes with the following issues: no signature, signature does not compare, envelope too thin (no ballot enclosed), envelope too thick, check-box marked (spoiled ballot or other issue), failed signature verification, rejected/challenged, out of sort range, and overflow.
- Provide an adjustable capacity of the number of envelopes per pocket, with a minimum capacity of 100 pieces per pocket.
- Provide a smooth and reliable end-to-end feed of envelopes throughout the sorting route, free from recurring jams, bottlenecks, or back-ups.

b. Scanning Functions.

- Scan and store images of each envelope, at an image quality of 200 dpi or greater.
- Recognize up to five separate and adjustable "check box" target areas per pass on each envelope, and sort them into assigned categories based on these targets.
- Read common alphanumeric and matrix barcode types, including Code 3 of 9 and 2D barcodes, to support a potential switch by the Department from Code 3 of 9 to 2D barcodes on its envelopes.
- Provide an efficient and logical means of storing scanned images, and have server capacity to archive scanned images.

c. Data Import, Export and Reporting Functions.

- Connect directly to the Department's Election Information Management System (EIMS), automate data transfers between the system and EIMS, and have the capacity to transfer on demand a voter file containing 10,000 records (approximately 10 MB) in no more than 30 seconds.

- Allow for batch numbering to be customized, so that the user can designate a starting number and the system will number subsequent batches sequentially from this number.
- Produce reports in customizable formats, including but not limited to cumulative reports, daily reports, and reports for individual passes/processes. Reports must be able to provide the start and end time of the reported activity, the number of mail pieces processed, the number of unique pieces, and the barcode identification number for each piece processed.
- Maintain an audit log that tracks the batch location(s) of each mail piece throughout all scanning and sorting processes.
- Provide reports in Excel format.

d. **General/Other Functions.**

- Provide consistent, uninterrupted functionality free from recurring system freezes/crashes.
- Provide an integrated stamping device that can mark mail pieces with time/date stamps and other customizable text as they are being processed, with the option of using several colors of ink. This device must be able to be disengaged without affecting the other functions of the system.
- Provide an articulating arm that allows the keyboard to be raised and lowered according to ergonomic needs of the operator.
- Provide an integrated label maker that prints labels indicating the date, time, sort information (e.g., range of precincts), pocket number, tray number, and number of mail pieces in the tray, and prints a barcode containing the tray number.
- Provide an integrated cutting or milling device that opens envelopes without damaging the contents. This device must be able to be disengaged without affecting the other functions of the system.

e. **Security.** The system must provide features that ensure data file integrity, allow selective access, prevent unauthorized access, provide audit trails for work performed and provide audit trails of who performed the work. The system must allow the Department to set time limits for all passwords, which will automatically expire according to schedules set by the Department.

2. **Automated Signature Recognition.** Contractor shall provide the Department an automated signature recognition system to correspond and compare signature images captured from vote-by-mail ballots and other election materials against signature images stored in the Department's Election Information Management System (EIMS), assign a confidence score from this comparison, and accept or not accept the signature based on a confidence score threshold set by the Department.

a. **Performance.** The automated signature recognition system shall provide:

- Automated retrieval of voter registration signature images from the Department's EIMS.

- Automated capture and storage of envelope signature images scanned by the Agilis.
- Automated pairing and comparison of voter registration signature images and envelope signature images.
- Automated acceptance or challenge of an envelope signature based on criteria in California Elections Code Section 3019.
- Automated comparison and acceptance or challenge of an envelope signature using multiple combined verification methods, including but not limited to geometric analysis methods.
- Automated comparison of signatures at an optimal rate of 500 per minute or greater, contingent upon the quality of the voter registration signature images.
- Option to apply automated signature recognition on some, all, or none of the voter signatures.
- Option to apply automated signature recognition on vote-by-mail and provisional envelope signatures.
- Scalable sensitivity.
- Communication to EIMS which envelope signatures the automated signature recognition system accepts and does not accept.
- Auditable records of which envelope signatures the automated signature recognition system accepts and does not accept.
- Reports in Excel format of which envelope signatures the automated signature recognition system accepts and does not accept.
- Processing of an unlimited number of signatures.

b. **User-Level Functions.** Department users must have sufficient access to system controls to:

- Set acceptance/challenge thresholds
- Engage (turn on) the automated signature recognition
- Suspend (turn off) the automated signature recognition

Appendix C

Maintenance and Support Services

1. **Automated Signature Recognition Installation, Integration, and Testing**
2. **Election Support Services**
3. **Maintenance and Repair**
4. **Training**
5. **Consultation**
6. **Documentation**
7. **Department Responsibilities Related to Support**

1. **Automated Signature Recognition Installation, Integration, and Testing.** Within thirty (30) days of the execution of this agreement, Contractor shall install and integrate the automated signature recognition software with the Agilis. Contractor shall secure all licenses necessary to grant the Department the right to operate the automated signature verification software.

Prior to beginning installation, Contractor shall provide the Department an Automated Signature Recognition Installation and Testing Plan. The plan is subject to the Department's review, adjustment, and approval.

The plan shall include, but is not limited to:

- A work plan for all phases of installation and testing, indicating which tasks are the responsibility of the Department and which are the responsibility of the Contractor, and which defines the responsibilities assigned to the Contractor's personnel.
- Comprehensive testing of automated signature recognition functions, including generating reports and providing the reports to the Department.
- A detailed plan for integration with the Department's Election Information Management System (EIMS), subject to review and collaborative revision by the Department's EIMS provider.
- Detailed requirements for any materials, data or personnel to be provided by the Department or other stakeholders.
- A timetable for the installation and testing with estimates of the time required for each phase.

After installation, Contractor will test all software and hardware elements of the Agilis to ensure proper functioning, test network connections with the Department's EIMS to ensure proper functioning, and test the automated signature recognition software to ensure proper functioning. The Department shall provide sufficient quantities of test materials to conduct testing, to be specified by Contractor.

After Contractor has installed, integrated, and tested the automated signature recognition software, the City shall have a period of ninety (90) days ("Acceptance Testing Period") from the date of installation to verify that the automated signature recognition software substantially

performs to the specifications contained in the Documentation and the Performance Requirements in Appendix B. In the event that the City determines that the automated signature recognition software does not meet such specifications, the City shall notify the Contractor in writing, and Contractor shall modify or correct the Equipment and/or Licensed Software so that it satisfies the Acceptance criteria. The date of Acceptance will be that date upon which City provides Contractor with written notice of satisfactory completion of Acceptance testing. If City notifies Contractor at the conclusion of the Acceptance Testing Period that the Equipment and Licensed Software do not meet the Acceptance criteria of this section, then City shall be entitled to terminate the automated signature recognition license and services in accordance with the procedures specified in Section 31(b) of this Agreement, and shall be entitled to a full refund of all paid fees.

2. Election Support Services. Contractor shall provide the following general support services to support the Department's use of the Agilis and Automated Signature Recognition software.

a. Election Support Planning. The Contractor shall create a written Election Support Plan in consultation with the Department for each election. The Contractor shall provide the Election Support Plan to the Department no less than ninety (90) days prior to an election. The Election Support Plan is subject to Department review, adjustment, and approval.

The Election Support Plan shall include, but is not limited to:

- Work plans for the Pre-Election Set-Up and Testing and Operational Support and Troubleshooting which include at minimum the services listed in those sections below.
- Detailed requirements for any materials, data, or personnel to be provided by the Department or other stakeholders.
- A timetable with proposed dates and times for the services below.

b. Pre-Election Set-Up and Testing. Prior to each election, Contractor shall configure and test the software and hardware elements of the Agilis to function with the materials for that election. Contractor shall perform set-up and testing in accordance with the Election Support Plan approved by the Department. Contractor shall complete set-up and testing no less than thirty (30) days prior to an election.

Set-up and testing shall include, but is not limited to:

- Assisting Department staff as needed in setting up the sort profile(s), including the assignment of precinct ranges and challenged/outstack categories to pockets.
- Assigning of scan targets on envelopes for signature field, spoiled box, barcode(s), and any other targets.
- Testing the election set-up, including running test envelopes provided by the Department, and exporting and importing data between the Agilis and the Department's Election Information Management System (EIMS) to ensure all

functions are working correctly. Contractor shall provide staff on-site to complete this testing, unless this requirement is waived by the Department in advance.

- Testing automated signature verification functions
- Generating reports based on test data and providing the reports to the Department.

c. **Remote Support and Troubleshooting.** Contractor shall provide the following remote support for the Agilis.

- Contractor shall provide a 24-hour daily technical support hotline during the Department's critical ballot processing period as defined in the Election Support Plan, generally between fourteen (14) days prior to and ten (10) days after every election.
- Contractor shall provide as-needed remote support for special elections, such as Retirement Board and Business Improvement District elections.

d. **On-Site Election Support.** Contractor shall provide the following on-site election support for the Agilis upon request by the Department. On-site election support may be included in the Election Support Plan or requested by the Department no less than seven (7) days prior to the date it will begin.

On-site election support is subject to the Additional On-Site Support fees in Appendix D. On-site election support is exclusive of any on-site testing or troubleshooting requirements detailed elsewhere in this Agreement.

On-site election support shall include, but is not limited to:

- Onsite equipment inspection prior to every election, generally four (4) days prior to Election Day. Any necessary maintenance and repair identified during this inspection shall be covered under Section 3, Maintenance and Repair, and is not subject to Additional On-Site Support fees.
- Onsite Election Day support. The Election Day support may require two shifts: one beginning on Election Day morning, and the second beginning on Election Day night, potentially extending to the next day.

3. **Maintenance and Repair.** Contractor shall provide the following maintenance and repair services for the Agilis.

a. **Preventative Maintenance.** Contractor shall perform preventative maintenance prior to every election. Contractor shall provide a detailed preventative maintenance plan and schedule no later than ninety (90) days prior to each election. The plan is subject to Department review and approval.

The Contractor shall provide preventative maintenance for the Agilis as described in the Department-approved preventative maintenance plan, to be completed no less than sixty (60) days prior to each election. Maintenance shall include but is not limited to:

- Inspection and diagnostic testing of the Agilis
- Repair or replacement of any faulty, broken, or worn parts or equipment
- Deep cleaning and dusting of the Agilis
- Removal of old election data, and providing a back-up of this data to the Department
- Update of firmware, as needed

b. **Error, Defect or Malfunction Correction.** Contractor shall furnish Error, Defect or Malfunction correction in accordance with the Priority Categories listed below, based on the Department's determination of the severity of the Error, Defect or Malfunction and Contractor's reasonable analysis of the priority of the Error, Defect or Malfunction.

1. Priority 1: An Error, Defect or Malfunction which renders the Agilis inoperative; or causes the Agilis to fail catastrophically.
2. Priority 2: An Error, Defect or Malfunction which substantially degrades the performance of the Agilis, but does not prohibit the Department's use of the Agilis.
3. Priority 3: An Error, Defect or Malfunction which causes only a minor impact on the use of the Agilis.

Contractor will furnish Error, Defect or Malfunction correction in accordance with the following protocols:

1. Priority 1 Protocol: Within two hours, Contractor assigns a product technical specialist(s) to diagnose and correct the Error, Defect or Malfunction; thereafter, Contractor shall provide ongoing communication about the status of the correction; shall proceed to immediately provide a Fix, a Patch or a Workaround; and exercise all commercially reasonable efforts to include a Fix or Patch for the Error, Defect or Malfunction in the next Subsequent Release. Contractor will escalate resolution of the problem to personnel with successively higher levels of technical expertise until the Error, Defect or Malfunction is corrected.
2. Priority 2 Protocol: Within four hours, Contractor assigns a product technical specialist(s) to diagnose the Error, Defect or Malfunction and to commence correction of the Error, Defect or Malfunction; to immediately provide a Workaround; to provide escalation procedures as reasonably determined by Contractor's staff; and to exercise all commercially reasonable efforts to include a Fix or Patch for the Error, Defect or Malfunction in the next Software maintenance release.
3. Priority 3 Protocol: Contractor may include a Fix or Patch in the next Software major release.

c. **As-Needed Maintenance and Repair.** Contractor shall provide as-needed maintenance and repair or replacement of any Agilis parts and equipment that degrade or cease operation during the normal functioning of the Agilis. To efficiently perform this maintenance, Contractor shall provide a reserve of common spare parts to be stored on site at the Department, to avoid or reduce any delays arising from equipment replacement.

d. **Improvements and Updates.** Contractor shall provide whatever improvements, enhancements, extensions, and modifications to the Agilis that Contractor may develop. Contractor shall update the Agilis, as required, to cause it to operate under new versions or releases of the operating system so long as such updates are made generally available to Contractor's other Licensees.

e. **Hotline Support.** Contractor shall provide remote access hotline support to the Department to help the Department answer routine questions with respect to the use of the Agilis. Contractor also shall provide remote access hotline support to the Department to initiate resolution of Priority 1 and Priority 2 Errors, Defects and Malfunctions and other maintenance services. Hotline support shall be made available by phone between the hours of 8 a.m. and 5 p.m. Pacific time Monday through Friday, except legal holidays. Hotline support shall be available by electronic bulletin board, e-mail or other service 24-hours a day, seven-days a week. Responses to questions posted by electronic means will be made within the time frame established under Priority Protocols for an Error, Defect or Malfunction.

f. **Maintenance Log.** Contractor shall establish a maintenance log, in a format subject to Department's final approval, to record all steps taken in maintenance and/or repair of the Agilis. The log shall include, but is not limited to: a list of all faulty, damaged, or worn parts and equipment, and the actions and/or parts taken to repair or replace them; and, a list of any improvements, enhancements, extensions, updates, or other changes to the Agilis. Contractor shall provide the updated log to the Department within 30 days after each election, any updates or modifications, or upon the Department's request.

4. **Training.** Upon the completion of any upgrades or system changes, Contractor shall provide training to the lead Department staff assigned to operate the Agilis. This training shall cover all operational, maintenance, and troubleshooting changes to the Agilis resulting from the upgrade or system change.

Additionally, at the request of the Department, Contractor shall provide as-needed training for new lead Department staff assigned to operate the Agilis. As-needed training for new staff is subject to the Additional On-Site Support fees in Appendix D. As-needed training for new staff is exclusive of the training requirements for upgrades and system changes detailed above.

New Department staff training shall include, but not be limited to:

- Basic operation of all sort passes
- Production and saving of reports
- Data import and export
- Basic maintenance and cleaning
- Basic troubleshooting

5. **Consultation.** Contractor shall be available for consultation regarding the design or redesign of the vote-by-mail, provisional, and special election envelopes, providing information and guidance on the designs' compatibility with the Agilis. Contractor shall also be available for

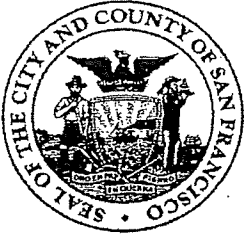
consultation regarding other aspects of the Department's election operations and their compatibility with the Agilis system.

6. Documentation. Contractor shall provide the most current version(s) of the following documentation to the Department:

- Complete historical documentation of upgrades, maintenance, and repairs performed on the Agilis to date
- Agilis hardware specification that includes performance and design standards and compatibility requirements, equipment interface requirements, and a description of the operating environment
- Agilis hardware list of perishable/consumable parts and components not covered under this agreement, to be purchased by Department when replacement is necessary
- Agilis software specification that includes specifications for the operating environment and interface between hardware components, software components and operator/user functions, and software test and verification specifications
- Agilis maintenance procedures that identify all maintenance and repair operations that can be performed by Department staff, with the procedures required to trouble-shoot malfunctions for fault detection, fault isolation, equipment alignment or adjustment, and removal and replacement of failed components
- Agilis operations manual that describes the hardware and application software components, operational features and procedures for invoking them, and the support resources required to sustain the operation of the Agilis

Contractor shall update these documents when necessary and provide the written updates to the Department.

7. Department Responsibilities Related to Support. The Department shall use reasonable efforts to make available to Contractor reasonable access to the Agilis and all relevant documentation and records. The Department shall also provide reasonable assistance to Contractor, including sample output and diagnostic information, in order to assist Contractor in providing Support Services. The Department shall be responsible for the interface between the Agilis and other software products installed on Department equipment. Unless otherwise agreed in writing between the Department and Contractor, the Department is responsible for managing and operating any Equipment delivered under this Agreement.



CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

LONDON N. BREED
MAYOR

Sent Via Electronic Mail

F. X. CROWLEY
PRESIDENT

June 5, 2019

ELIZABETH SALVESON
VICE PRESIDENT

NOTICE OF CIVIL SERVICE COMMISSION ACTION

DOUGLAS S. CHAN
COMMISSIONER

SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACTS 41793-18/19; 41953-18/19; 46630-18/19; 49293-18/19; 40301-18/19; 46806-18/19; 49081-18/19; 43489-18/19; 47368-18/19; 48124-18/19; 43054-18/19; 42493-18/19; 41155-18/19; AND 48101-13/14.

KATE FAVETTI
COMMISSIONER

At its meeting on **June 3, 2019** the Civil Service Commission had for its consideration the above matter.

The Commission took the following actions:

1. Approved PSC #41953-18/19 with the condition the PSC Form 1, Question 1. E. is amended to provide language to accurately reflect the need for the length of the contract and to report back in four (4) years, on June 2023.
2. Approved PSC #46630-18/19 with the condition the PSC Form 1, Question 1. E. is amended to provide language to accurately reflect the need for the length of the contract and to report back in four (4) years, on June 2023.
3. Approved PSC #41155-18/19 with the condition to provide the Executive Director documentation showing notification to other Unions of the intent of this contract.
4. Adopted the report and approved the remaining requests for proposed Personal Services Contracts. This shall serve to notify the Office of the Controller and the Office of Contract Administration.

MICHAEL L. BROWN
EXECUTIVE OFFICER

If this matter is subject to Code of Civil Procedure (CCP) Section 1094.5, the time within which judicial review must be sought is set forth in CCP Section 1094.

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

CIVIL SERVICE COMMISSION



MICHAEL L. BROWN
Executive Officer

Attachments

Cc: Cynthia Avakian, Airport
Alexander Burns, Public Works
Michael Hirai, Department of the Environment
Bill Irwin, Public Utilities Commission
Nataliya Kuzina, Elections Department
Joan Lubamersky, Administrative Services
Amy Nuque, Municipal Transportation Agency
John Tsutakawa, Human Services Agency
Commission File
Chron

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

Home >

Posting For June 03, 2019

Proposed Modifications to Personal Services Contracts

Commission Hearing Date

2019-06-03

APPLY

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

TOTAL AMOUNT \$165,578

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH -- DPH

Dept. Code: DPH

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

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

Type of Service: As Needed and after hours Security Guard Services for the San Francisco Health Network Clinics

Funding Source: General Fund

PSC Duration: 5 years 1 day

PSC Amount: \$1,700,000

1. Description of Work

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

To provide as-needed and after-hours security guard services, and as-needed guard/driver services for the San Francisco Health Network for the Department's Opioid Treatment Outpatient Program (OTOP) clinics and vans in support of the Mobile Methadone Dispensing program, which operates at remote locations within the City. The contractor will also provide armed security guards for two primary care clinics located at Zuckerberg San Francisco General Hospital (ZSFGH) and at the Silver Avenue Family Health Center Clinic. Services will include armed and unarmed guards.

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

Security services are critical for the protection of staff and clients and to ensure safety and order in the facility. Denial of this service would leave the clinics vulnerable to safety risks. The department has recognized the need for security as a major public safety.

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

PSC 4094-09/10

D. Will the contract(s) be renewed?

Yes, depending on funding availability.

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

not applicable

2. Reason(s) for the Request

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

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

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

B. Explain the qualifying circumstances:

Security services are critical for the protection of SFDPH patrons, clients, guests, employees, and other assets. Denial of this service would leave the clinics vulnerable to safety hazards, criminal and possibly disruptive activities. The nature of the client population creates a potentially conflicted situations which makes the use of contracted security more supportive of the Department's mission and mandates.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: All security personnel assigned must be in possession of the requisite license(s), such as the California Security Guard Registration Card issued by the State of California Bureau of Security and Investigative Services. They must also be trained in patrol techniques, report writing, communication, access control, conflict resolution and more specialized skills handling firearms (firearms proficiency).
- B. Which, if any, civil service class(es) normally perform(s) this work? 8202, Security Guard;
- 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 Department has used civil service personnel in the past, and found that the goals of sworn law enforcement staff has significant potential to be inimical to the Department's goal of encouraging clients to seek and continue treatment at its clinics and through its Methadone Van, as many Department/clinic clients and potential clients will not seek or continue treatment in an environment in which they feel threatened.

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 often have conflicting duties which require enforcement of the law in ways that tend to have the potential to create environments which are at odds with encouraging clients to seek and continue treatment.
- 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 existing classifications which perform this type of work, however, it is the setting and nature of the services of the clinics which creates a conflicted situation.

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, as there are no plans at this time for City employees to assume these responsibilities.
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.

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

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

7. **Union Notification:** On 03/08/2019, the Department notified the following employee organizations of this PSC/RFP request:
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: Jacquie Hale Phone: (415) 554-2609 Email: jacquie.hale@sfdph.org

Address: 1380 Howard Room 421b San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 44956 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 08/19/2019

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of jacque.hale@sfdph.org
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; Hale, Jacquie \(DPH\); DHR-PSCCoordinator, DHR \(HRD\)
Subject: Receipt of Notice for new PCS over \\$100K PSC # 44956 - 18/19
Date: Friday, March 08, 2019 4:45:25 PM](mailto: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; Hale, Jacquie (DPH); DHR-PSCCoordinator, DHR (HRD)

RECEIPT for Union Notification for PSC 44956 - 18/19 more than \$100k

The PUBLIC HEALTH -- DPH has submitted a request for a Personal Services Contract (PSC) 44956 - 18/19 for \$1,700,000 for Initial Request services for the period 07/01/2019 – 06/30/2024. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/12717> 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

Choi, Suzanne (HRD)

From: XiuMin Li <XiuMin.Li@seiu1021.org>
Sent: Monday, March 11, 2019 10:15 AM
To: Hale, Jacquie (DPH)
Cc: DHR Info; DHR-PSCCoordinator, DHR (HRD)
Subject: RE: DPH PSC# 44956 - 18/19 - Security Guard

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

Hello Jacquie,
SEIU have the following questions and request the following info:

- 1) Please provide PSC 4094-09/10 and the contracts associated with that PSC.
- 2) Please a of list the remote locations these services are provided
- 3) "Please provide any legal mandate demonstrating conflict of interests as listed and defined here:
Circumstances where there is a demonstrable potential conflict of interest (e.g., independent appraisals, audits, inspections, third party reviews and evaluations).
- 4) Please breakdown the PSC by annual budget.

Thank you,
Xiu

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH -- DPH

Dept. Code: DPH

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

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Funding Source: General Fund

PSC Duration: 5 years 1 day

PSC

Amount: \$1,700,000

1. Description of Work

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

To provide as-needed and after-hours security guard services, and as-needed guard/driver services for the San Francisco Health Network for the Department's Opioid Treatment Outpatient Program (OTOP)clinics and vans in support of the Mobile Methadone Dispensing program, which operates at remote locations within the City. The contractor will also provide armed security guards for two primary

Responses to Questions from SEIU Local 1021
Re: PSC 44956 – 18/19 As Needed and after hours Security Guard Services for the
San Francisco Health Network Clinics

1) Please provide PSC 4094-09/10 and the contracts associated with that PSC.

Please see attached.

2) Please a of list the remote locations these services are provided.

- Opioid Treatment Outpatient Program (OTOP) Clinic, Zuckerberg San Francisco General Hospital, 995 Potrero Avenue, Building 90 and OTOP Mobile Methadone Dispensing program (methadone van) at 1670 Newcomb Avenue (in Bayview Hunter’s Point neighborhood)
- Silver Avenue Family Health Center Clinic, 1525 Silver Avenue

3) Please provide any legal mandate demonstrating conflict of interests as listed and defined here: Circumstances where there is a demonstrable potential conflict of interest (e.g., independent appraisals, audits, inspections, third party reviews and evaluations).

The services needed are for armed security guard/driver services for the Department’s Opioid Treatment Outpatient Program (OTOP), including OTOP’s Mobile Methadone Dispensing program (van), as well as the primary care clinics at Zuckerberg San Francisco General hospital and Silver Avenue Family Health Center Clinic. The Security Guard classification is not appropriate, as it does not include armed services, and focuses on protecting property rather than safeguarding both patients and staff in very challenging environments. Services needed also include driving the very large, custom-made methadone van every day and keeping it maintained so that patients can rely on receiving medication and avoid getting sick from medication interruptions. (Note that the Sheriff’s Office is not able to provide these services because their duties require arresting anyone identified with an outstanding warrant, and the threat of arrest is a serious barrier to treatment for this population.)

4) Please breakdown the PSC by annual budget.

Year 1: July 1, 2019 – June 30, 2020	\$ 340,000
Year 2: July 1, 2020 – June 30, 2021	\$ 340,000
Year 3: July 1, 2021 – June 30, 2022	\$ 340,000
Year 4: July 1, 2022 – June 30, 2023	\$ 340,000
Year 5: July 1, 2023 – June 30, 2024	<u>\$ 340,000</u>
Total: July 1, 2019 – June 30, 2024	\$1,700,000

Additional Attachment(s)



City and County of San Francisco
London Breed, Mayor

San Francisco Department of Public Health

Dr. Grant Colfax
Director of Health

DATE: July 24, 2019

TO: Suzanne Choi, DHR PSC Coordinator

FROM: Jacquie Hale, Director, DPH Office of Contract Management and Compliance,
DPH Business Office

RE: PSC 44956-1819 As Needed and After Hours Security Guard Services for the
San Francisco Health Network Clinics

This is to request that the above Personal Services Contract be calendared for the August 19, 2019, meeting of the Civil Service Commission. SEIU Local 1021 has asked questions about this PSC, to which DPH has responded. (Please see documents uploaded to PSC database.)

To summarize, we are requesting approval for this PSC modification to be able to establish a contract awarded under a recent bid conducted by the Office of Contract Administration (OCA).

These services require armed security guard services and driver services for the Department's Opioid Treatment Outpatient Clinic's Mobile Methadone Dispensing program van, as well as primary care clinics at Zuckerberg San Francisco General Hospital and the Silver Avenue Family Health Clinic.

Please let me know if you need further information.

Thank you.

cc: Mario Moreno, Director DPH Office of Contract Management and Compliance

Appendix A
Services to be provided by Contractor

1. Description of Services

Contractor agrees to perform the following services:

- a. **Contractor is National Security Services and Industries;**
- b. **Contract commences May 1, 2013 through April 30, 2016;**
- c. **Armed Security Services for OTOP Vans and Clinic in support of DPH Mobile Methadone Dispensing program. Services provided daily, including weekends and holidays;**
- d. **Armed Security Services for this report will be monitored through quarterly status meetings as noted in RFP Section VII-A "Reports and Meetings: Quarterly Meetings" as noted below:**

"Contractor's Account Manager shall attend quarterly status meetings with DPH OTOP staff to discuss issues related to the Agreement, including, but not limited to, performance, invoice payments, Agreement status, personnel issues, ...etc.

At least one (1) week prior to the quarterly status meeting, the Account Manager shall provide a quarterly status report that summarizes the status of performance of the Agreement with respect to the subject matters listed above and any others that either party requests be included on the agenda for the quarterly status meeting."

- e. **Armed Security Services will be provided at remote locations within the City & County of San Francisco, Monday through Friday. Guards will perform driving duties and security services for two (2) large van vehicles in support of the DPH Nursing staff that dispense Methadone to DPH program clients.**

Contractor's employees will provide Armed Security Services at SFGH Bldg. 80, Ward 93/95 location on Saturday and Sunday.

2. Reports

Contractor shall submit written reports as requested by the **Opiate Treatment Outpatient Program for the City & County of San Francisco Department of Public Health ("OTOP")**. Format for the content of such reports shall be determined by OTOP. The timely submission of all reports is a necessary and material term and condition of this Agreement. The reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

3. Department Liaison

In performing the services provided for in this Agreement, Contractor's liaison with the **Department of Public Health, Opiate Treatment Outpatient Program will be Deborah Logan, OTOP Nurse Manager.**

4. Specific Requirements for Mobile Methadone Dispensing Locations—Mon-Fri (one Guard/Driver per van—total of two (2) vans)
- a. Specifications of Services to be performed at remote Methadone dispensing locations, in addition to General Guard/Driver Duties listed in Section XII in the Scope of Work, are as follows:
- A. Prep Van (morning)
 1. Pick-up Keys at Ward 93-95 (RN will sign-in guard)
 2. Disable alarm – Operations Manual in Van
 3. Remove generator hook-up. Warm up Van (5 minutes minimum)

 - B. At SFGH Bldg 90, Ward 93-95
 1. Pick up RN
 2. Escort RN to Van via the fire exit door
 3. Secure RN in Van
 4. RN will secure methadone for transport and will advise time to depart

 - C. OTOP Remote Sites for Van
 1. Drive to first site – To be Determined
 2. Drive to second site – To be Determined

 - D. Security Duties at Remote Sites
 1. Maintain security of van and contents, RN and clients at Methadone Dispensing Site
 2. Ensure clients maintain proper behavior at Site
 3. Distribute numbers to clients to determine order of treatment
 4. No fraternization with clients
 5. Follow instructions of RN when directed
 6. Be aware of unfamiliar persons or situations that may pose potential threats to security of Site
 7. Secure firearm in holster at all times during working hours

 - E. Van Maintenance
 1. Keep van fueled with CNG (ensure that fuel level does not fall below half-full mark) City CNG fuel filling facilities are located at: DPW – 2323 Cesar Chavez Street, SF Central Shops – 1800 Jerrold Avenue, SF
 2. Wash van (as needed) – Harrison Street at Muni Garage or other location
 3. Take van to Central Shops for general maintenance and repairs as needed.
 4. Fill vehicle with water (for sink and toilets) and take to 750 Phelps Avenue, Southeast Water Sewage Treatment Plant. Dump/pump waste, re-fill water (every other week)
 5. Keep accurate logs of all fueling transactions and maintenance (sewage, water, washing, etc.). Mobile Methadone program staff will design/purchase log books to be reviewed and updated on a daily basis by guard staff

 - F. End of Day Assignments
 1. Drive/escort RN carrying the methadone to Ward 93-95
 2. Return Van to parking lot and perform required maintenance including but no limited to;
 - (a) Check that vehicle generator, air conditioning, lights and heater are turned off
 - (b) Connect vehicle to electric outlet
 - (c) Lock and secure all doors
 - (d) Engage alarm
 - (e) Ensure area is clear

- (f) Return Keys to Ward 93-95
- (g) Continue to work until 2:30 PM (perform other tasks as requested, complete maintenance work, complete logs, incident reports, drop off van for service, ... etc.)
- (h) Check in with dispensary staff prior to leaving

G. Daily Time Line for Van Guard/Driver Duty

6:30 AM	Prepare van
6:45 AM	Pick up OTOPI RN
6:45 — 7:00 AM	Travel to Site 1
7:00 — 9:15 AM	Site 1 Methadone Dispensing
9:15 — 9:45AM	Van Maintenance
9:45 —10:15AM	Morning Meal Break (1/2 hr.)
10:15-10:30 AM	Travel to Site 2
10:30 AM —12:40 PM	Site 2 Methadone Dispensing
12:40-12:50 PM	OTOP RN secures methadone, prepares for transport
12:50-1:15 PM	Travel to Ward 93-95
1:15-1:30 PM	Escort OTOPI RN into Clinic
1:30— 200 PM	Other tasks as required/requested
2:00 — 2:15 PM	Afternoon Break (15 min paid break.)
2:15 — 3:00 PM	Secure Van, prepare for next day

5. Specific Requirements for SFGH Bldg 90, Ward 93-95 OTOPI Clinic and Offices—SatSun (two Guards per clinic)

a. Specifications of Services to be performed at Ward 93-95, in addition to General Guard Duties listed in Section XII in the Scope of Work, are as follows:

1. Maintain order and security at Ward 93-95 in San Francisco General Hospital (SFGH).
2. Ensure safety to Methadone dispensing staff.
3. Protect dispensing facility, clients and staff.
4. Admonish and, if necessary, restrain unruly persons.
5. Check client IDS and, if necessary, direct unauthorized persons from clinic.
6. Operate client identification computer program.
7. Call Sheriff's Department personnel at SFGH in all emergencies at 206-4911.
8. Guards must always early firearms during working hours.
9. Contractor's staff and vehicles will display visible identification.
10. Guards will be stationed in the waiting area of Ward 93-95 at SFGH.
11. Once doors are opened, Guards will direct clients to form 2 lines in waiting room according to the clients' last names.
12. Guards will observe clients for any abnormal behavior and determine if they are carrying weapons or may be a danger to other clients.
13. If the front elevator is not working, one Guard must be stationed in the back hallway to direct clients to the front area waiting room.
14. No client is allowed to use the Ward's restrooms without Guard escort to the restroom area.
- 15: Once the clinic is open and running smoothly, one Guard should patrol the stairwells and floors leading to both the upper and lower floors. Clients should not be allowed to linger in open area near the elevators. One Guard should always remain inside the waiting room.

b. In addition to the above, CONTRACTOR will also follow and enforce the below-listed requirements:

1. Ward 93-95 is a "No Smoking" area. Both clients and Guards are not to smoke.
2. There will be no fraternizing with clients by Guards.
3. Drinking (alcohol) and lateness by clients are not acceptable.
4. No animals are allowed in the Ward 93-95 clinic.
5. No client is allowed past the Ward 93-95 dispensing window to the back office areas.
6. If a Guard has to leave station to use the restroom, they must inform both the OTOP nurse and the other Guard on duty. One Guard must be stationed in the Ward 93-95 clinic room area at all times.
7. Contractor must inform OTOP staff in advance of Guards that will be working weekends. Contractor must provide a Supervisor contact to call (with telephone number) in the event a guard fails to show up for work.
8. From time to time and as circumstances warrant, the Guards may be reassigned without further cost to the City. If additional personnel are required, the additional cost to the City will be based upon the hourly cost as provided in the Contract. If circumstances require the elimination of certain Guard services, the monthly price to the City will be adjusted downward.
9. Guards must arrive within ten (10) minutes of the scheduled time. If Guards are more than ten (10) minutes late, Contractor will give City an accurate estimated time of Guard's arrival and, if necessary, will dispatch another Guard to replace the late Guard, if required.

c. Daily Time Line for Ward 93-95 Guard Duty

7:30 AM	Open Clinic Doors (Guard should arrive 15 minutes early)
11:30 AM	Close Clinic Doors
11:30 AM-12:30 PM	Lunch (1 hour)
12:30 PM	Re-open Clinic Doors
3:00 PM	Close Clinic Doors
3:00 PM — 3:30 PM	Secure Clinic, Other tasks as required/requested

**Appendix B
Calculation of Charges**

Item	Location Description	Hourly Rate
1	Two (2) Guard/Drivers for OTOP Mobile Methadone Van Service. One (1) Guard for each van for total of two (2) vans (Mon-Fri, 6:30 AM to 3:30 PM).	\$22.95
2	Two (2) Guards for SFGH Bldg. 90 Ward 93-95 Service (Sat-Sun, 7:30 AM to 3:30 PM).	\$22.95

Appendix C
Liquidated Damages Schedule

Liquidated Damages will apply as follows:

- A. Failure to submit Post Orders within ten (10) calendar days of the Effective Date, prior to commencement of any work, as set forth in this Agreement shall result in a credit to the City of \$100 per twenty-four (24) hour period of delay provided Contractor has received all required documentation from DPH OTOP.
- B. Failure to submit a draft Training Plan within ten (10) calendar days of the Effective Date, prior to commencement of any work, as set forth in this Agreement shall result in a credit to DPH OTOP of \$100 per twenty-four (24) hour period of delay.
- C. Failure to submit proposed Guard uniform design to DPH OTOP for approval within ten (10) calendar days of the Effective Date, prior to commencement of any work, as set forth in this Agreement shall result in a credit to DPH OTOP of \$50 per twenty-four (24) hour period of delay.
- D. Failure to submit Supervisor Contact List within ten (10) calendar days of the Effective Date, prior to commencement of any work, as set forth in this Agreement shall result in a credit to DPH OTOP of \$50 per twenty-four (24) hour period of delay.
- E. Failure to ensure that Guards report to duty with all uniform elements required by this Agreement shall result in a credit to DPH OTOP of \$25 per incident.
- F. Failure to remove and replace Guards as set forth in this Agreement shall result in a credit to DPH OTOP of \$50 per thirty (30) minutes of delay.
- G. Failure to reassign Guards within five (5) calendar days of DPH OTOP request (at no cost to DPH OTOP) as set forth in this Agreement shall result in a credit to DPH OTOP of \$150 per incident.
- H. Failure to provide all new employee names and documentation of drug testing to DPH OTOP for each armed Guard as set forth in this Agreement shall result in a credit to DPH OTOP of \$250 per incident.
- I. Failure to attend quarterly meetings with DPH OTOP as set forth in this Agreement shall result in a credit to DPH OTOP of \$100 per incident.
- L. Failure to provide any report as set forth in this Agreement shall result in a credit to DPH OTOP of \$250 per incident provided Contractor has been given ten (10) calendar days' notice and opportunity to cure.

BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum is entered into to address the privacy and security protections for certain information as required by federal law, City and County of San Francisco ("city") is the City of San Francisco and is referred to below as "CB", The CONTRACTOR is the Business Associate and is referred to below as "BA".

*patituaa.vaaeorAmaa*na PAP*JALVM.A.I.V.S.,*

RECITALS

- A. CB wishes to disclose certain information to BA pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI"), (defined below).
13. CB and BA intend to protect the password provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 11 1405 ("the HITECH Act"), and regulations promulgated thereunder by the HHS, Department of Health and Human Services (the "HIPAA Regulations"), and other applicable laws.
- C. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CB to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth, but not limited to, Title 45, Sections 164.314(a), 164.502(c) and 164.504(f) of the Code of Federal Regulations ("C.F.R.") and contained in this Addendum.

In consideration of the mutual promises below and the exchange of information pursuant to this Addendum, the parties agree its terms:

1. Definitions

- a. Breath shall have the meaning given to such term under the HITECH Act [45 C.F.R. Section 179.21].

Business Associate shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 179.38 and 45 C.F.R. Section 160.103.

- c Covered Entity shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.10,.
- d. Data Aggregation shall have the meaning given to such term under the Privacy Rule, including, but not limited to; 45 C.F.R. Section 164.501,
- e. Designated Record Set shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501,

Electronic Protected health information means Protected health information that is maintained or transmitted by electronic media,

it shall have the meaning given to such term in the Health Information Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501,

- li, Health Care operations shall have the meaning given to such term under the Privacy Rule, including, but not limited to 45 C.F.R. Section 164.501:
- i. Privacy Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
 - 1. Protected Health Information or PHI means any information, whether oral or recorded in any form or medium; (i) that relates to the past, present, or future physical or mental condition of the individual; the provision of health care to an individual; and (ii) that identifies the individual or with respect to whom there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to 45 C.F.R. Section 164.501, Protected Health Information: The Health Information Privacy Rule, Sections 160A.03, 164.501.
- k, Protected Health Information shall mean PHI provided by, for, or created or received by an individual on behalf of the individual,
- 1. Security Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and L.
- in. Unsecured PHI shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 45 C.F.R. Section 164.502(h).
- 2. 6,111g at 164.504(e)(2)(i) Associate
 - a. Permitted Uses. A covered entity shall not use or disclose Protected Health Information except for the purposes of performing its business operations under the contract and permitted under the contract and addendum. Further, a covered entity shall not use or disclose Protected Health Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by a covered entity. However, a covered entity may use Protected Health Information (i) for the proper management and administration of the covered entity, (ii) to carry out its legal responsibilities, or (iii) for Data Aggregation purposes for the Health Care Operations of CE Sections 164.504(e)(2)(i), 164.504(e)(2)(ii)(A) and 164.504(e)(2)(iii)(M);
 - b; Permitted Disclosures, a covered entity shall not disclose Protected Health Information except for the purposes of performing its business operations under the contract and as permitted under the contract and addendum; a covered entity shall not disclose Protected Health Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by a covered entity. However, a covered entity may disclose Protected Health Information (i) for the proper management and administration of the covered entity, (ii) for the legal responsibilities of the covered entity, as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If a covered entity discloses

isrteced hifortnatinn to ethirdparty; BA must Obtain, prior to making tiny such disclosure, (i):rcat•otiable *Mien` assurances from such third party't hat'such Protected Information will beheld confidential as provided' pursuant to this .Addendum and onlydisclOsed aa required by law cie..for the ptirpOsesf0 which' jt was illselosed.tO suelvtlifid-party, end (ii) a wrilien:itgreduWiit from such third party to immediately notify 1#A of anybreaches of confidentiality of the. Protected Information, to the Wm it lots obtained knowledge ofsnoly breselt [42 U.S.C. Section .17932; 45 CAR, Sections 164,504(0(2)(i), 164;504(o)(2)(i)(B), .164.504(0(2)04(A) and164.504(c)(ljoin.

Prohibited Uses and Disclosures., BA -shall.not useor disclose PrOteded information for fixer market ing purposes. BA :shall not -disclose Protected Infoiiv to a:health plan for payntent Orhefilth care operations pitrposes if the pattenl.ho requested thiS special- yestriction, and 'has-paid out•of peeket.in_ full for the heidth care Rein or Servioefo-WhiCh the:MI:461y relates 42 ii.S.C.Section 1705(6)', BA shall not directly or indirectly receive scinuneration in 0:change for Protected Informatton;aceprwith the prior :written consent ofCB and as p•erniitted by:thellIITECH Ad, 42` Seenoit _17935(4)(2); bowei,er, this prohibiliott shall not affect payment by CE•to 13A for services provideitpUtimaittio the Contract.

d. *Approval*) te 8ntegnards, .13A shalt implement appropriatosafeguarts as are neceSsary to prevent the uSe or disclOSure of Protected infornation Otherwise than as permitted by the Contract orAddendum, including, but not limited to, adininiStrati:Ve;i48iefil and technical safeguards that reasonably and 'appropriately protect the confidentiality, integrity and availability of the Protected Information, in aceordance with45 CPI :Section .164,308(b)1 nA shall ecsimply with the pelicies and procedures and doCumentation requirements of the IIPAA Security Aufe, including, Exit not-limited to, 45 C.F.R. Section .160.16 1-412 Seotion.119311

0. Reporting of:Improper Access, Use or Disclosure, BA shall repon, to CE in •writilig.of any access, use.Ordisclosureof Protected Information •not perntitted vy the.Contract and Addendum, and any .Breach Of Unseetired Well it becomes aware Without unretowible'd0fiy and iii no ease later than 10 calendar days -aftersdiScoVcrY [42 U.S.C. Section 17921; 45 C.KR, Section 164:504(6)(2)(ii)(0); 4 C.R.R,-Section 164..3030)1

f. Business Associate's Agents. BA shall enstirethatany agents, 'including subcentffelork to whom it •prOvides Protecteilliifonnatiokagree in writing:to the same restrictions and cOnditiOns that apply to BA with respect to such PHI. If BA oreatesonaintains; receives or transmits cleetrordo r rttin behalf of CE, then DA shall implement the safeguards tegittired by paragraph c above with respect to fileetraiiiie PHI 05 C.F.R, Section.164.504(e)(2)(10(D); 45 C.F.R. Section. .164.308(b)) Bk\$1 1alf itinplernetit and maintain "unctions against agents and subcontractors that violate such restrictions and bOriditiints and shall mitigate the effects of any 8k1011. violation (see 45 OS,R,Sections 1641,530(1) 'and •164.536(e)(1))..

ooss co Protoccteci Informotkin, BA shall make Protected Information maintained by BA or its agents or subcontractors available to CB for inspection

and copying within ten (10) days of a request by CBI() enable CB to fulfill its obligations, Privacy rule, including, but not limited to, 45 C.F.R. 164.524(a)(2)(ii)(E). If a Designated Record Set, BA or its agents or subcontractors shall make such information available to CE for its use. CE shall provide such information in electronic format to BA. BA shall provide such information in electronic format to CE. BA shall fulfill its obligations under the MI CH Act, including, but not limited to, 42 U.S.C. Section 17935(e),

h. *Amendment of Protected Information or a Record*. Within ten (10) calendar days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such information available to CE for its use. CE shall provide such information in electronic format to BA. BA shall fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.520, if any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA shall notify CE. Within five (5) days of the request, any approval or denial of an amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(c)(2)(1)(F)].

i. *Accounting of Disclosures*. Within ten (10) calendar days of the date of a request by CE for an accounting of disclosures of Protected Information or upon disclosure of Protected Information for which CE is required to account to an individual, BA or its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 C.F.R. Section 119350, as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, or health care operations performed by CE, shall be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity; (iii) a brief description of the Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) calendar days of receipt of the request to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2, h, of this Agreement [45 C.F.R. 164.504(e)(2)(1)(G) and 165.528]. The provisions of this subparagraph shall survive at the termination of this Agreement.

g. *Governmental Access to Record*. BA shall make its internal practices, books and records available to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S., Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the

Privacy Rule [0 C.P.R.,-Section I 64..504.(e)(2)(10(11))ji BA shall provide to OB:a copy Of any.Protecteci Information that BA. provides to the Secretary co-110=0110y w itltproviding 'suet' Protected Information •to the Secretary.,

k. Minimum Necessey. BA (and its agents M:Stibeontractors) sitaltrequest,4Se and disclose:only the:minimum amount of Protected Information necessary to theputpoSe of the rattiest, use Or disolosnre. 142 Section 17935(W; 45 C,F,R, Section 164,514(d)(3)} BA understands and agrees that the definition of °minimum peccsarr is in fink and shall .keep:itself informed of gliidanac -issued byllie'&0retAry (vitluesiteet to what conslitittes ".ininimunt necessary,!"

L Data Ownership. BA acknowledges that BA hag no ownership rights with respect:to the ProtecteciInfernuttion.

m. Business Agsuciatc's.litsurane. .1:1A shall maintain ristifficiciit amount of .insurance to adectuatoly address risks associated with BA's.uwand disclosm of Protected Informatitimunder this Addctichim,

.n. Notification of .Breitelt; During the tertnrof th6Contratt,BA shall notify CE within.twenty-four (24).hours of any suspected-or itettial.brcaeh of securityk intrusion or unattthoritectscor diselosure.of PHI of mihiCh.tiA.becomes aware and/Or any actual ow' suspected ti'se or disalosure:oldata. in ViolatiOn of any applicable federal ea-statac laws regnIntions. BA shall take (i) prompt cori•ective action to cure Any such deficiencies and (ii) Any action pertaining to suehtinatithOlfzed:tlieelositht required bYapplicable:federal au d'st atlaWs'.anci regulations',

.9. Brea ch-Patterwor Practice:by 'CoveredEntity. Pursuant to 42-U.S.C. Section 70401 if tire: BA .knews'ef a pattern of actiNty waOice of the-CE that .constitutes a:mate'ial breach or ViOlatioti:arthoCWS ObligationSiAnder the Contract of Addenaturt or other atrangement;.the BA vust take •easonablcteps to cure the :breach or end the viblefidik. If the Step's Ate InStieeesaaily the•BAIntist terminate the Contract or other arrangement :iffeasible, or if termination .i:S.itot feasible, report the-probleirito tho \$tereiaty 61";17}4.1g. "13A shall provlde' wriilen notice to CE of any pattern of aet icily or practice:Off:he egba'A believes constitutes kmaterial 61-04 or violation dthe.CE's obligations under the :CentrAci:nr Addendurit or other areatigement within five (5) talebiltu: days of discovery and shall meet-with CB to discuss and attempt tb.resolve. the problem as one of the reasonable steps to ono the breaph of- endfllo violation.

Andlis;Inspection andEnfa•cement Within ten (10)calendar days.da 'written request by CE, BA and its agentS or sUbontraetoit shalt allow:CE-to:conduct reasonable inspection ofthe systems, books, records, agreelfients; Poli :t Aud.prOteduiV xeltiting to the luse:or disclosure of Protected'infotinat ion :pursuant to thit AddegidUm ft:N:11e pitipoSe of detaminig vhi flier .A lids. complied With this Addendumi-provided, however, that (i):BA'and CE shall mutually a0eeinadvanee upon the seem Inning and tocation Of such an inspection, (ii) CE shall:protect the een Cidentiality.of SII confidential and proprietary infOrmatinit of BA to which: Clhas:access doting the course of such inspection; and (RICE shall execute a ilondisclostire.ngreeinent;_uperi lerytts

mutually agreed upon by the parties, if requested by BA, BA shall inspect, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, policies, procedures, and other documents. BA shall not relieve BA of its responsibility to comply with this Addendum, nor does CB's (i) failure to detect or (ii) detection, but failure to notify BA, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract, or Addendum, BA shall notify CB within ten (10) calendar days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

3. Termination

a. Material Breach, A breach by BA of any provision of this Addendum, as determined by CV, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding; 45 C.F.R. Section 164.04(e)(2)(iii).

b. Judicial or Administrative Proceedings. CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

c. Effect of Termination. Upon termination of the Contract for any reason, BA shall, at the option of CE, write or destroy all protected information that BA or its agents or subcontractors still maintain in any form. BA shall retain no copies of such Protected Information, If return or destruction is not feasible, As determined by CE, BA shall continue to extend the protections of Section 2 of this Addendum to the minimum extent necessary to prevent further use of such PHI to those purposes that make the destruction of such PHI infeasible [45 C.F.R. Section 164.504(6)(ii)(2)(D)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. Limitation of Liability

Any limitations of liability as set forth in the contract shall not apply to damages related to a breach of the BA's privacy or security obligations under the Contract or Addendum.

5

CB makes no warranty or representation that Compliance by BA with this Addendum, HIPAA, the HITECH Act, or the Regulations will be material or satisfactory for BA's own purposes, is solely responsible for all claims made by BA regarding the safeguarding of

6. Licitation

To the extent that CE determines that it is necessary to comply with CE's 1001 obligations pursuant to HIPAA relating to certification of its Security Practices, or its authorized agents or contractors may, at CIP's expense, obtain BA's facilities, systems, procedures, records, lists, may be necessary for such agents or contractors to comply to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the MONA Regulations or this Addendum.

Amendment

- a. Amendment to Comply With 144. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract or Addendum may be required to provide for procedures to ensure compliance with such developments; The parties specifically agree to take action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PM. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all protected information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms or conditions of this Addendum in writing. The written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) calendar days written notice in the event CE does not promptly enter into negotiations to amend the Contract or Addendum when requested by CE. If CE does not enter into an amendment to the Contract or Addendum providing assurances regarding the safeguarding of PM that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws,

8. Assistance Litigation and Administrative Proceedings

13A shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Contract or Addendum available to CE, at CE's cost, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being conducted against CE, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is the named adverse party.

9. No Third-Party Beneficiaries

Nothing express or implied in the Contract or Addendum is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

Effect on Contract.

Except as specifically provided to the contrary in this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Contract shall remain in force and effect.

11. Interpretation

The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with EIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Addendum shall be resolved in favor of Meaningful Privacy and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

12. Replaces and supersedes previous BUSINESS ASSOCIATE Addendums or Agreements

This Addendum replaces and supersedes any previous business associate addendum's or agreements between the parties hereto,

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum as of the latter of the dates that the parties signed below.

COVERED ENTITY

BUSINESS ASSOCIATE

By:

National Security / Packet Fried .c;

By:

[Signature]

Print Name:

Print Name: --/1-, /Z

Title:

Title ---. re...5-1. C...ja

Date:

Date 11/21/13

11. Interpretation

The provision of This Addendum shall prevail over its provisions in the Contract that may v-0011 or appear in connection with any provision Addendum. This Addendum and the Contract shall be interpreted broadly its accessory to implement and comply with: HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a solution that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

12. Successors and Assignees

This Addendum replaces and supersedes any previous business associate agreements between the parties hereto.

WITNESS That the parties hereto have duly executed this Addendum as of the latter of the date that the parties signed below.

COVERED ENTITY

ASSOCIATE

Cie Thcoltoeld, Ofiiphoi gT,L.

2/1/2014
[Signature]

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Title :rl
%14i: _____

Date: *2/1/2014*



CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

GAVIN NEWSOM
MAYOR

March 18, 2010

MORGAN R. GORRONO
PRESIDENT

E. DENNIS NORMANDY
VICE PRESIDENT

DONALD A. CASPER
COMMISSIONER

MARY Y. JUNG
COMMISSIONER

ANITA SANCHEZ
EXECUTIVE OFFICER

NOTICE OF CIVIL SERVICE COMMISSION ACTION

SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACT NUMBERS 4093-09/10 THROUGH 4101-09/10; 4092-09/10 AND 4102-07/08.

At its meeting of March 15, 2010 the Civil Service Commission had for its consideration the above matter.

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

It was the decision of the Commission to:

- (1) Approve request for proposed personal services contract #4096-09/10 on the condition that the Department of Public Works engage in discussions with SEIU Local 1021. Should SEIU continue to have concerns about the contract, it may be put back on calendar for further discussion and action at the next regular meeting of April 5, 2010. In no case will the approval of the contract be delayed beyond the April 5, 2010 meeting. Notify the offices of the Controller and the Office of Contract Administration.
- (2) Approve request for proposed personal services contract #4097-09/10 on the condition that contact be made with SEIU Local 1021 within 24 hours to address concerns they have with the PSC. In addition, that a response be provided to Local 1021 by the Recreation and Parks Department within the following 24 hours addressing their concerns after which the conditions of the Civil Service Commission approval would have been met. Notify the offices of the Controller and the Office of Contract Administration.
- (3) Approve request for proposed personal services contracts on all remaining contracts. Notify the offices of the Controller and the Office of Contract Administration.

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

CIVIL SERVICE COMMISSION

ANITA SANCHEZ
Executive Officer

Attachment

c: Cynthia Avakian, Airport Commission
Micki Callahan, Human Resources Director
Gordon Choy, Department of Public Works
Jacquie Hale, Department of Public Health
Mary Ng, Department of Human Resources
Shawn Wallace, San Francisco Police Department
Commission File
Chron

POSTING FOR
3/1/2010

PROPOSED PERSONAL SERVICES CONTRACTS - Regular

PSC No	Dept No	Dept Name	Approval Type	Contract Amount	Description of Work	Duration
4093-09/10	38	Police	Regular	\$400,000	Provide pre-employment polygraph screening on an as-needed basis for entry level police officers, police reserve officers, police cadets and police service aides. Such screening shall include questions regarding prior police history, criminal activity, illegal drug use, drinking habits and incidents of domestic violence. Services also include providing a business site with adequate interrogation facilities divided by one-way mirrors, and equipped with one way sound devices, video and audio recording equipment.	6/30/2014
4094-09/10	82	Public Health	Regular	\$1,300,000	Provide as-needed and after-hours security guard services, and as-needed guard/driver services for the Community Health Network, specifically for the Substance Abuse Services Unit of Ward 93, Opiate Treatment Outpatient Program (OTOP) at San Francisco General Hospital, the Silver Avenue Health Center Methadone/Office based opiate treatment program, Building 80/90 adjacent to the OTOP program, and armed guard/driver services for the operation of the Mobile Methadone Van(s).	6/30/2015
4095-09/10	90	Public Works	Regular	\$3,000,000	Provide architectural services on an as-needed basis, for public building projects including but not limited to master plans, environmental reviews, programming and planning studies, assessments of existing facilities, green building evaluations, utility studies, design drawings, specifications, cost estimates, project schedules, adaptive re-use of existing facilities, modifications to life safety systems and other infrastructure, and new facilities.	8/30/2015
4096-09/10	90	Public Works	Regular	\$1,200,000	The Materials Testing & Special Inspection (MTSI) Team will provide specialized materials testing & special inspection services for the SPUC Headquarters Building Project located at 525 Golden Gate Ave. Consultant will be City's representative leading & coordinating the materials testing & special inspection activities for the Project to ensure compliance with all requirements of state & local regulatory agencies including the International Building Code, California Building Code, SF Dept. of Building Inspection, Special Inspection & Structural Observation, and Contract Documents.	8/1/2012

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH -- DPH

Dept. Code: DPH

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

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

Type of Service: Outsourced Sterile Compounding Services for the Department of Public Health

Funding Source: General Funds

PSC Duration: 8 years 1 day

PSC Amount: \$10,000,000

1. Description of Work

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

Contractors will perform as-needed outsourced sterile compounding pharmacy services to provide quality sterile products not otherwise commercially available, for the Zuckerberg San Francisco General Hospital (ZSFG) pharmacy. Contracts will be with "503B outsourcing facilities" or non-traditional compounding facilities, as defined by the US Food and Drug Administration under the Federal Food, Drug, and Cosmetic Act (Part A, Drugs and Devices, Section 503B, Sec. 353b, Outsourcing Facilities). 503B outsourcing facilities are compounding pharmacies which produce given formulations in bulk, as differentiated in that Act from traditional compounding pharmacies which produce drugs based on patient needs essentially one patient at a time. Examples of compounding might include changing the form of a medication from a solid pill to a liquid to avoid allergens, or to obtain a more exact dose. Products may include, but are not limited to, cardiovascular solutions, anesthesia syringes and solutions, antibiotics, anticoagulation products, electrolyte solutions, ophthalmic injectables and solutions, and analgesic preparations (patient-controlled analgesia, epidural, or regional nerve-block devices). Various providers will be utilized according to their capabilities and availability to meet patient needs.

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

The services are necessary in order for the Department to provide compounded products to in a timely manner to provide patient care. 503B services ensure drug stability and sterility in compounded products and must adhere to FDA and California Board of Pharmacy regulatory requirements. Denial will impact the effectiveness of pharmacy operations, decrease the quality of outcomes and jeopardize facility licenses.

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

The Department has used services in the past utilizing a commodity purchase order process. Due to the nature of the services, the Department will procure future services utilizing a professional services agreement.

D. Will the contract(s) be renewed?

Yes, if there is a continued 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.

There will be an ongoing need for these services because the City does not have the capacity to provide compounded products with extended beyond-use-dating and sterility and stability testing for each batch. The hospital pharmacy will maintain capacity to compound certain sterile products that are not available from 503B companies, supplement products in case of supply disruptions, and will continue to compound smaller volume and more complicated sterile mixtures to support patient care.

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:

Currently the services are being performed by staff technicians and pharmacists. Staff technicians and pharmacists have requested that the City expedite this contract since the workload is excessive. 503B-compounded products have extended beyond-use dating as compared to the products compounded in the hospital pharmacy, thus relieving the technicians and pharmacists from compounding products that end up being wasted. Further, the contractor will provide a fully equipped and licensed laboratory to perform outsourced sterile compounding products.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Contractor must be a FDA-registered 503B outsourcing facility and have a California State Board of Pharmacy licensure for outsourcing facility. Contractor must comply with California State Board of Pharmacy batch testing recommendations and/or requirements.

B. Which, if any, civil service class(es) normally perform(s) this work? 2409, Pharmacy Technician; 2450, Pharmacist;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, contractor will provide a fully equipped and licensed laboratory to perform outsourced sterile compounding products.

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

Currently the services are being performed by staff technicians and pharmacists. Staff technicians and pharmacists have requested that the City expedite this contract since the workload is excessive. 503B-compounded products have extended beyond-use dating as compared to the products compounded in the Hospital pharmacy, thus relieving the technicians and pharmacists from compounding products that end up being wasted.

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

A. Explain why civil service classes are not applicable.

Civil Services classes are applicable and are performing the services currently. However, at this present time, the pharmacy at ZSFG is not equipped to support the high volume and product line demands of the department. The requested contract services are to supplement current staff and to free staff to work on day-to-day pharmacy tasks.

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. Due the specialized nature of sterile compounding, it is not practical to adopt a new civil service class for the work.

6. Additional Information

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

- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
No. The purpose of the PSC is to relieve staff, rather than to train 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 05/24/2019, the Department notified the following employee organizations of this PSC/RFP request:
SEIU 1021 Miscellaneous

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

Name: Jacquie Hale Phone: (415) 554-2609 Email: jacquie.hale@sfdph.org

Address: 1380 Howard Street, Room 421B San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 48282 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 08/19/2019

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of jacquie.hale@sfdph.org
To: [RECEIPT for Union Notification for PSC 48282 - 18/19 more than \\$100k](mailto: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; itanner940@aol.com; Longhitano, Robert (DPH); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over $100K PSC # 48282 - 18/19
Date: Friday, May 24, 2019 6:13:58 PM</p><hr/></div><div data-bbox=)

The PUBLIC HEALTH -- DPH has submitted a request for a Personal Services Contract (PSC) 48282 - 18/19 for \$10,000,000 for Initial Request services for the period 07/01/2019 – 06/30/2027. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/13082> 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)

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

There will be an ongoing need for these services because the City does not have the capacity to provide sterile compounded products with extended beyond-use dating and stability testing for each batch. The Hospital pharmacy will maintain its current capacity to compound certain sterile products that are not available from 503B companies and to supplement products in case of supply disruptions, and will continue to compound smaller volumes and more complicated sterile mixtures to support patient care.

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH -- DPH

Dept. Code: DPH

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

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

Type of Service: Software solution for Incident and grievance response system

Funding Source: General Fund

PSC Duration: 6 years 1 day

PSC Amount: \$600,000

1. Description of Work

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

The contractor(s) will provide a complete system for the management of Incident and Grievance responses which will assist in managing safety and quality of services within the San Francisco Health Network (SFHN). The system will include flexible event reports that encourage analysis and will be used to meet for regulatory requirements. In addition to a fully functional hosted application, the contractor will also provide project management, design, programming, testing, documentation, and system integration services in support of the application.

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

A comprehensive system for the management of Incident and Grievance responses is necessary to ensure the safety and quality of services within the San Francisco Health Network (SFHN). A comprehensive Solution will also enable DPH to perform root-cause analysis. This will ultimately reduce the number of incidents and overall risk within the SFHN. Capturing and organizing events from staff and patients makes it possible to pinpoint opportunities that directly translate into better outcomes and cost savings. If the request is denied, incidents and grievances at various facilities within the SFHN will not be monitored and reported as effectively as needed, the Department will be unable to serve clients effectively, and will be out of compliance with reporting requirements.

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

The Department currently has a legacy software solution which is being replaced by an up to date web based, remotely hosted, system.

D. Will the contract(s) be renewed?

Yes, as needed, depending on funding availability.

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

These are core public health software services that are anticipated to be needed on an ongoing basis.

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:

These services require proprietary software, systems and related expertise.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: DPH require a Solution that is in commercial use at a healthcare setting that would require minimal customization. The Solution must include flexible event reports that encourage analysis and may be used for regulatory requirements. Data must be accessible, easily retrieved for creating alerts and email triggers for new incidences or overdue items. The availability of shared data allows for staff to conduct investigations and complete the required follow-up in accordance with federal, state and DPH metrics for safety, quality, fiscal stewardship and patient experience. Patients, family and visitors may submit directly into the Solution through the user-access website. The Solution will also include adverse events entered by staff that were not submitted as written grievances but are important to operational efficiency and improvement.

B. Which, if any, civil service class(es) normally perform(s) this work? 1042, IS Engineer-Journey; 1043, IS Engineer-Senior; 1052, IS Business Analyst; 1053, IS Business Analyst-Senior; 1054, IS Business Analyst-Principal;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, the contractor will provide a fully hosted, web-based application. The contractor will provide all hardware and a secured location to host the application.

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

It is not feasible for the Department to create from scratch a fully functional and comprehensive remotely hosted incident and grievance application.

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 it is not feasible for the Department to create from scratch a fully functional and comprehensive remotely hosted incident and grievance application. The software needed is highly specialized. The necessary resources to develop and provide ongoing support for a commercially available application are not available with civil service resources, since such ongoing support is typically provided by the manufacturer of the software in order to ensure compliance with all warranties and performance standards.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. Civil service classes are not applicable due to the proprietary nature of the information systems and the specific knowledge required to bring this new technology to full production status in the DPH environment.

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. City staff will have the opportunity to learn industry best practices in a given field and the use of the new application. Classifications which may receive training include the IS Engineer series: 1042, 1043, 1052, 1053, and 1054.
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
No.

7. **Union Notification:** On 01/22/2019, 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: 1380 Howard Street #421B San Francisco, CA, 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 48890 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 08/19/2019

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of jacquie.hale@sfdph.org
To: [Hale, Jacquie \(DPH\); ecassidy@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; amakayan@ifpte21.org; L21PSCReview@ifpte21.org; Rossi, Ron \(DPH\); DHR-PSCCoordinator, DHR \(HRD\)](mailto:Hale,Jacquie(DPH);ecassidy@ifpte21.org;WendyWong26@yahoo.com;wendywong26@yahoo.com;tmathews@ifpte21.org;kschumacher@ifpte21.org;pkim@ifpte21.org;amakayan@ifpte21.org;L21PSCReview@ifpte21.org;Rossi,Ron(DPH);DHR-PSCCoordinator,DHR(HRD)@ifpte21.org)
Subject: Receipt of Notice for new PCS over \$100K PSC # 48890 - 18/19
Date: Tuesday, January 22, 2019 4:54:13 PM

RECEIPT for Union Notification for PSC 48890 - 18/19 more than \$100k

The PUBLIC HEALTH -- DPH has submitted a request for a Personal Services Contract (PSC) 48890 - 18/19 for \$600,000 for Initial Request services for the period 01/01/2019 – 12/31/2024. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/12435> 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: ECONOMIC AND WORKFORCE DEVELOPMENT

Dept. Code: ECN

Type of Request: Initial Modification of an existing PSC (PSC # 34273 - 15/16)

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

Type of Service: Consulting - Construction Mitigation Pilot

Funding Source: General Fund

PSC Original Approved Amount: \$99,000

PSC Original Approved Duration: 03/15/16 - 06/30/18 (2 years 15 weeks)

PSC Mod#1 Amount: \$301,000

PSC Mod#1 Duration: 07/01/18-06/30/19 (1 year)

PSC Mod#2 Amount: \$200,000

PSC Mod#2 Duration: 04/05/18-06/30/20 (1 year 1 day)

PSC Mod#3 Amount: \$800,000

PSC Mod#3 Duration: 09/16/19-06/30/23 (3 years)

PSC Cumulative Amount Proposed: \$1,400,000

PSC Cumulative Duration Proposed: 7 years 15 weeks

1. Description of Work

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

The San Francisco Office of Economic and Workforce Development (OEWD) is seeking a firm to provide marketing and related activities to commercial/business districts during City-lead construction projects. Goals of this project include:

- 1) Increasing outreach and engagement with neighborhood business groups and small businesses before and during construction projects and
- 2) Helping to lessen the impacts of construction through the implementation of commercial corridor marketing campaigns and related construction mitigation efforts.

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

This service is necessary because it will implement a coordinated citywide program that will provide marketing support to neighborhood commercial districts impacted by City-lead infrastructure improvements. This year alone, there are eight streetscape projects scheduled to begin construction along Invest In neighborhoods commercial corridors. Most of these streetscape projects, if not all, are paired with other City-lead "state of good repair" improvements meaning that this additional infrastructure improvements incorporated into the project. For example six of the eight are paired with replacements of sewer lines. There are also over ten traffic, transit, and pedestrian improvement projects that will impact Invest in Neighborhoods commercial districts, such as Geary Blvd Bus Rapid Transit (BRT) and L-Taraval MUNI Forward improvements. This pilot program will engage impacted merchants to develop a communication strategy and a marketing campaign to

direct and increase foot traffic to the corridor during the construction period. If this request is denied, we will continue status quo. 1) The City will still not be able to provide coordinated ongoing support to small businesses during construction periods 2) Small businesses will continue feeling neglected by City departments leading infrastructure improvements along commercial district storefronts 3) The City will not be able to create efficiencies with one contractor to provide mitigation communication and marketing strategies 4) The City not be able to streamline communication with small business owners and get a good understanding of commercial district needs during construction 5) The City will not be able to implement effective communication and marketing strategies that help commercial districts during construction periods 6) Businesses and neighborhood residents will continue to oppose much needed infrastructure improvements (i.e. water pipe and sewage line replacement) because the City is not implementing any program to mitigate potential impacts

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 34273 - 15/16

D. Will the contract(s) be renewed?
Unknown at this time.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:
Resources and services are still needed for the businesses impacted by construction projects (particularly those with unforeseen delays), as described in the "Reason for Modification" section. This authorization will enable the department to continue collaborating with City partners to support to an expanding city-wide list of local businesses in need of critical services.

2. Reason(s) for the Request

A. Display all that apply

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

Explain the qualifying circumstances:

This is a short term project that requires specific skills from a diverse group with various backgrounds to come together to implement.

B. Reason for the request for modification:

With this modification, the Department is requesting to add funds and time to the existing authorization. The Construction Mitigation program began as a pilot, and this modification will support program growth in response to the directive of the Mayor and City leaders with regards to a varied and targeted approach to small businesses impacted by construction. The Office of Economic and Workforce Development (OEWD) has continued to partner with the San Francisco Municipal Transportation Agency (SFMTA), Department of Public Works (DPW) and the San Francisco Public Utilities Commission (SFPUC) beyond the initial pilot projects. The number of projects have increased in which OEWD has been brought in as a partner. However, the Central Subway and Van Ness construction projects are two major projects that have experienced unforeseen and extraordinary circumstances coupled with significant delays in which our priorities, strategies and efforts have been adjusted and elevated accordingly to respond to these corridors' significant impacts. Additionally, resources and services are still needed for the

businesses on these corridors in addition to at least 8 additional corridors with upcoming construction projects that will require targeted communication and marketing assistance. This authorization will enable the department to continue working with other City departments to provide essential services and resources to an expanding city-wide list of local businesses in need of a myriad of support strategies.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: The particular skills and expertise are very specific and cross-sectional. The skills of the firm, or group of firms, needs to be interdisciplinary ranging from construction project management to marketing and promotions. The firm will need to possess: 1) A deep understanding of public construction project management processes to engagement and outreach for construction; 2) A strong track record of engagement and marketing for small businesses and commercial districts; 3) The skills to develop and implement communication, wayfinding, and promotional campaigns; 4) Advanced design skills and an understanding of various marketing/outreach tools, and; 5) Cultural and language capacity to sensitively engage diverse small business owners. This means, that the firm must not only understand impacts of construction, but also understand the small business impacts these projects may cause, know how to engage the small business owners impacted by the construction, and then know how to create and implement messaging campaigns, reach diverse communities, and have knowledge of San Francisco neighborhoods.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1312, Public Information Officer; 5508, Project Manager 4; 9393, Maritime Marketing Repr;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No. They will provide printed and digital materials.

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 project is short term and will require specialized skills.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. This project is short term.

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.
Due to the specific, diverse skill set required, the contractors will not train employees. However, reports will be provided to the Department regarding program outcome metrics.

- 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.
Some services will be provided by Civic Edge Consulting

7. **Union Notification:** On 07/11/19, the Department notified the following employee organizations of this PSC/RFP request:
Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21;

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

Name: Marissa Bloom Phone: 415-701-4887 Email: marissa.bloom@sfgov.org

Address: 1 South Van Ness Ave, 5th Floor, San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 34273 - 15/16

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 08/19/2019

Receipt of Union Notification(s)

Receipt of Modification Request to PSC # 34273 - 15/16 - MODIFICATIONS

dhr-psccordinator@sfgov.org

on behalf of

marissa.bloom@sfgov.org

Thu 7/11/2019 2:34 PM

To: Bloom, Marissa (ECN) <marissa.bloom@sfgov.org>; ecassidy@ifpte21.org <ecassidy@ifpte21.org>; WendyWong26@yahoo.com <WendyWong26@yahoo.com>; WendyWong26@yahoo.com <WendyWong26@yahoo.com>; tmathews@ifpte21.org <tmathews@ifpte21.org>; kschumacher@ifpte21.org <kschumacher@ifpte21.org>; pkim@ifpte21.org <pkim@ifpte21.org>; amakayan@ifpte21.org <amakayan@ifpte21.org>; L21PSCReview@ifpte21.org <L21PSCReview@ifpte21.org>; DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>

PSC RECEIPT of Modification notification sent to Unions and DHR

The ECONOMIC AND WORKFORCE DEVELOPMENT -- ECN has submitted a modification request for a Personal Services Contract (PSC) for \$800,000 for services for the period September 16, 2019 – 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/6616>

Email sent to the following addresses: L21PSCReview@ifpte21.org
amakayan@ifpte21.org pkim@ifpte21.org kschumacher@ifpte21.org
tmathews@ifpte21.org wendywong26@yahoo.com WendyWong26@yahoo.com
ecassidy@ifpte21.org

Additional Attachment(s)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: ECONOMIC AND WORKFORCE DEVELOPMENTDept. Code: ECNType of Request: Initial Modification of an existing PSC (PSC # 34273 - 15/16)Type of Approval: Expedited Regular Annual Continuing (Omit Posting)Type of Service: Consulting - Construction Mitigation PilotFunding Source: General FundPSC Original Approved Amount: \$99,000PSC Original Approved Duration: 03/15/16 - 06/30/18 (2 years 15 weeks)PSC Mod#1 Amount: \$301,000PSC Mod#1 Duration: 07/01/18-06/30/19 (1 year)PSC Mod#2 Amount: \$200,000PSC Mod#2 Duration: 04/05/18-06/30/20 (1 year 1 day)PSC Cumulative Amount Proposed: \$600,000PSC Cumulative Duration Proposed: 4 years 15 weeks**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

The San Francisco Office of Economic and Workforce Development (OEWD) is seeking a firm to provide marketing and related activities to commercial/business districts during City-lead construction projects. Goals of this project include:

1) Increasing outreach and engagement with neighborhood business groups and small businesses before and during construction projects and

2) Helping to lessen the impacts of construction through the implementation of commercial corridor marketing campaigns and related construction mitigation efforts.

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

This service is necessary because it will implement a coordinated citywide program that will provide marketing support to neighborhood commercial districts impacted by City-lead infrastructure improvements. This year alone, there are eight streetscape projects scheduled to begin construction along Invest In neighborhoods commercial corridors. Most of these streetscape projects, if not all, are paired with other City-lead "state of good repair" improvements meaning that this additional infrastructure improvements incorporated into the project. For example six of the eight are paired with replacements of sewer lines. There are also over ten traffic, transit, and pedestrian improvement projects that will impact Invest in Neighborhoods commercial districts, such as Geary Blvd Bus Rapid Transit (BRT) and L-Taraval MUNI Forward improvements. This pilot program will engage impacted merchants to develop a communication strategy and a marketing campaign to direct and increase foot traffic to the corridor during the construction period. If this request is denied, we will continue status quo. 1) The City will still not be able to provide coordinated ongoing

support to small businesses during construction periods 2) Small businesses will continue feeling neglected by City departments leading infrastructure improvements along commercial district storefronts 3) The City will not be able to create efficiencies with one contractor to provide mitigation communication and marketing strategies 4) The City not be able to streamline communication with small business owners and get a good understanding of commercial district needs during construction 5) The City will not be able to implement effective communication and marketing strategies that help commercial districts during construction periods 6) Businesses and neighborhood residents will continue to oppose much needed infrastructure improvements (i.e. water pipe and sewage line replacement) because the City is not implementing any program to mitigate potential impacts

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?
Unknown at this time.

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

2. Reason(s) for the Request

A. Display all that apply

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

Explain the qualifying circumstances:

This is a short term project that requires specific skills from a diverse group with various backgrounds to come together to implement.

B. Reason for the request for modification:

Extending term by 1 year and adding funds to complete the project.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: The particular skills and expertise are very specific and cross-sectional. The skills of the firm, or group of firms, needs to be interdisciplinary ranging from construction project management to marketing and promotions. The firm will need to possess: 1) A deep understanding of public construction project management processes to engagement and outreach for construction; 2) A strong track record of engagement and marketing for small businesses and commercial districts; 3) The skills to develop and implement communication, wayfinding, and promotional campaigns; 4) Advanced design skills and an understanding of various marketing/outreach tools, and; 5) Cultural and language capacity to sensitively engage diverse small business owners. This means, that the firm must not only understand impacts of construction, but also understand the small business impacts these projects may cause, know how to engage the small business owners impacted by the construction, and then know how to create and implement messaging campaigns, reach diverse communities, and have knowledge of San Francisco neighborhoods.

- B. Which, if any, civil service class(es) normally perform(s) this work? 1312, Public Information Officer; 5508, Project Manager 4; 9393, Maritime Marketing Repr;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No. They will provide printed and digital materials.

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 project is short term and will require specialized skills.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. This project is short term.

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.
Explanation of training has not been provided by the department
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
No.

7. Union Notification: On 04/05/18, 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: Marissa Bloom Phone: 415-701-4887 Email: marissa.bloom@sfgov.org

Address: 1 South Van Ness Ave, 5th Floor, San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 34273 - 15/16

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 04/12/2018

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: ECONOMIC AND WORKFORCE DEVELOPMENTDept. Code: ECNType of Request: Initial Modification of an existing PSC (PSC # 34273 - 15/16)Type of Approval: Expedited Regular Annual Continuing (Omit Posting)Type of Service: Consulting - Construction Mitigation PilotFunding Source: General FundPSC Original Approved Amount: \$99,000PSC Original Approved Duration: 03/15/16 - 06/30/18 (2 years 15 weeks)PSC Mod#1 Amount: \$301,000PSC Mod#1 Duration: 07/01/18-06/30/19 (1 year)PSC Cumulative Amount Proposed: \$400,000PSC Cumulative Duration Proposed: 3 years 15 weeks**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

The San Francisco Office of Economic and Workforce Development (OEWD) is seeking a firm to provide marketing and related activities to commercial/business districts during City-lead construction projects. Goals of this project include:

- 1) Increasing outreach and engagement with neighborhood business groups and small businesses before and during construction projects and
- 2) Helping to lessen the impacts of construction through the implementation of commercial corridor marketing campaigns and related construction mitigation efforts.

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

This service is necessary because it will implement a coordinated citywide program that will provide marketing support to neighborhood commercial districts impacted by City-lead infrastructure improvements. This year alone, there are eight streetscape projects scheduled to begin construction along Invest In neighborhoods commercial corridors. Most of these streetscape projects, if not all, are paired with other City-lead "state of good repair" improvements meaning that this additional infrastructure improvements incorporated into the project. For example six of the eight are paired with replacements of sewer lines. There are also over ten traffic, transit, and pedestrian improvement projects that will impact Invest in Neighborhoods commercial districts, such as Geary Blvd Bus Rapid Transit (BRT) and L-Taraval MUNI Forward improvements. This pilot program will engage impacted merchants to develop a communication strategy and a marketing campaign to direct and increase foot traffic to the corridor during the construction period. If this request is denied, we will continue status quo. 1) The City will still not be able to provide coordinated ongoing support to small businesses during construction periods 2) Small businesses will continue feeling neglected by City departments leading infrastructure improvements along commercial district storefronts 3) The City will not be able to create efficiencies with one contractor to provide

mitigation communication and marketing strategies 4) The City not be able to streamline communication with small business owners and get a good understanding of commercial district needs during construction 5) The City will not be able to implement effective communication and marketing strategies that help commercial districts during construction periods 6) Businesses and neighborhood residents will continue to oppose much needed infrastructure improvements (i.e. water pipe and sewage line replacement) because the City is not implementing any program to mitigate potential impacts

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 34273 - 15/16

D. Will the contract(s) be renewed?

Unknown at this time.

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

2. Reason(s) for the Request

A. Display all that apply

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

Explain the qualifying circumstances:

This is a short term project that requires specific skills from a diverse group with various backgrounds to come together to implement.

B. Reason for the request for modification:

Increasing by \$301,000 to extend project by one (1) year and potentially expand services to additional neighborhoods/corridors if the committee recommends.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: The particular skills and expertise are very specific and cross-sectional. The skills of the firm, or group of firms, needs to be interdisciplinary ranging from construction project management to marketing and promotions. The firm will need to possess: 1) A deep understanding of public construction project management processes to engagement and outreach for construction; 2) A strong track record of engagement and marketing for small businesses and commercial districts; 3) The skills to develop and implement communication, wayfinding, and promotional campaigns; 4) Advanced design skills and an understanding of various marketing/outreach tools, and; 5) Cultural and language capacity to sensitively engage diverse small business owners. This means, that the firm must not only understand impacts of construction, but also understand the small business impacts these projects may cause, know how to engage the small business owners impacted by the construction, and then know how to create and implement messaging campaigns, reach diverse communities, and have knowledge of San Francisco neighborhoods.

B. Which, if any, civil service class(es) normally perform(s) this work? 1312, Public Information Officer; 5508, Project Manager 4; 9393, Maritime Marketing Repr;

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

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 project is short term and will require specialized skills.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. This project is short term.

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.
Directly training Department staff would be outside the scope of need and would be unreasonable based on experience and education. The contractor will, however, involve the OEWD project manager and other department project information officers in the strategies and methodologies employed in the hope that City staff may be able to implement projects of a similar but smaller scope in the future. Current staff identified to manage and staff the project are 9775 and 9774.
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
No.

7. Union Notification: On 03/21/16, 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: Kris Damalas Phone: 415-701-4870 Email: kristine.damalas@sfgov.org

Address: 1 South Van Ness Ave, 5th Floor, San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 34273 - 15/16

DHR Analysis/Recommendation:

05/02/2016

Commission Approval Required

Approved by Civil Service Commission

05/02/2016 DHR Approved for 05/02/2016

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION

Dept. Code: PUC

Type of Request: Initial Modification of an existing PSC (PSC # 43232 - 18/19)

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

Type of Service: Biosolids Beneficial Reuse

Funding Source: WWE Biosolids Management Operating Budget

PSC Original Approved Amount: \$1,000,000

PSC Original Approved Duration: 05/15/19 - 05/14/22 (3 years)

PSC Mod#1 Amount: \$2,900,000

PSC Mod#1 Duration: no duration added

PSC Cumulative Amount Proposed: \$3,900,000

PSC Cumulative Duration Proposed: 3 years

1. Description of Work

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

This contract entails the processing of Class B biosolids (Class B levels have trace amounts of pathogens) into Class A biosolids (Class A Biosolids have been treated to eliminate pathogens). Class B biosolids have undergone a reduction in pathogen content to the point where they are safe for certain types of reuse while Class A biosolids have had pathogen content eliminated. There are several technologies which can be used to achieve this under Code of Federal Regulations Title 40 Part 503 (the criteria that refers to the elimination of pathogens), the federal regulations which govern biosolids. The current contractor uses a proprietary technology to process Class B biosolids into Class A biosolids at a facility in Fairfield. This technology uses heat, alkali and high shear forces to create a Class A biosolids liquid fertilizer. Once the Class A biosolids product is produced, the contractor is responsible for the distribution of the product to farmers and ranchers. The contractor must ensure all pertinent regulations are adhered to.

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

The City's wastewater treatment plants separates solids out from influent and sends them to anaerobic digesters where they are biologically treated. The resulting material is called biosolids, a nutrient rich material which is used as a fertilizer. On average the city produces 175 wet tons of biosolids a day. It is important to have diverse outlets for the reuse of this material. By creating a Class A liquid fertilizer, the Wastewater Enterprise further diversifies the use of biosolids. Additionally, Solano County ordinances require the Wastewater Enterprise to convert a portion of the biosolids produced to a Class A product in order to use biosolids for agriculture in the county. Agricultural use of biosolids in Solano County is an important part of Wastewater Enterprise's (WWE) biosolids management. This service is necessary to ensure compliance with the Solano County ordinance which requires SFPUC WWE to convert a portion of the biosolids produced to a Class A product in order to use biosolids for agriculture in the county. Without this service the WWE enterprise will not have an economically viable outlet for their biosolids.

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 43232 - 18/19

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 request is for three years. It is possible a modification to increase the sum of the contract would be made towards the end of this contract's term limit to ensure continued service. Not extension in the duration of the contract would be made past the requested PSC duration of 5/14/2022 as this is the term limit of the contract.

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:

This service requires a large, technologically advanced facility to process Class B biosolids into a Class A biosolid liquid fertilizer which the City does not possess. The City also does not possess the equipment needed for subsurface injection of this fertilizer.

B. Reason for the request for modification:

Contract 63001 is being modified to increase the amount of the contract. Due to changes in the regulatory landscape, Contract 63001 is needed to manage a larger portion of the SFPUC's biosolids production. Solano County agriculture, which accounts for a third of SFPUC biosolids management, cannot accept biosolids on the weekends or during the 6 month wet weather season from October 15-April 15. During these periods of time, Contract 63001 and use of biosolids in landfills are the primary management options for biosolids. New state regulations are being phased in which will restrict the use of biosolids for landfill cover and additional capacity is needed on Contract 63001 to provide biosolids management options on weekends and during the 6 month wet weather season.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: This service requires a facility capable of converting Class B biosolids to Class A biosolids. The service also requires agreements with farmers and ranchers for the reuse of the Class A biosolids products as a fertilizer. The application of the Class A biosolids requires specialized equipment and an agronomist to determine application rates.

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

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, the contractor provides a facility capable for processing Class B biosolids into a Class A biosolids liquid fertilizer. The contractor also has specialized application equipment for subsurface injection of this fertilizer and agreements with farmers and ranchers.

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 city does not own the specialized facility which performs this service, does not have agreements with farmers and ranchers, and does not have specialized application equipment.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No, since the city would still not have the requisite facilities and equipment to fully accomplish this work and meet the regulatory standards.

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 not train City employees as there is no intention for this service to be performed by City employees nor a facility which City employees could operate.

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 07/15/19, the Department notified the following employee organizations of this PSC/RFP request:

all unions were notified

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

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 43232 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 08/19/2019

Receipt of Union Notification(s)

Irwin, William

dhr-psccordinator@sfgov.org on behalf of winwin@stwater.org
Monday, July 15, 2019 3:21 PM
Irwin, William; Camaguey@sfmea.com; ablood@cirseiu.org; kcartermartinez@cirseiu.org; ecassidy@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; sarah.wilson@seiu1021.org; kschumacher@ifpte21.org; kpage@ifpte21.org; tjenkins@uapd.com; eerbach@ifpte21.org; tmathews@ifpte21.org; amakayan@ifpte21.org; jb@local16.org; Ricardo.lopez@sfgov.org; Basconcello, Kathy; Sandeep.lal@seiu1021.me; pcamarillo_seiu@sbcglobe.com; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; pkim@ifpte21.org; agonzalez@iam1414.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; gail@sfflocal798.org; cityworker@sfcwu.org; davidmkersten@gmail.com; djohnson@opcmialocal300.org; hodlocal@pacbell.net; ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org; xiurmin.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@sbcglobe.com; speedy4864@aol.com; Christina@sfmea.com; ecdemvoter@aol.com; thomas.vitale@seiu1021.org; DHR-PSCCoordinator, DHR (HRD)
Receipt of Modification Request to PSC # 43232 - 18/19 - MODIFICATIONS

Subject:

PSC RECEIPT of Modification notification sent to Unions and DHR

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a modification request for a Personal Services Contract (PSC) for \$2,900,000 for services for the period May 15, 2019 – May 14, 2022. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

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

After logging into the system please select link below:

<http://apps.sfgov.org/dhrrupal/node/13729>

Email sent to the following addresses: Please check the record to see if you selected a union where a corresponding email in the TO: field isn't present. Either you selected none or there is no email entered in the system by that particular union

Additional Attachment(s)



Short-lived Climate Pollutants (SLCP): Organic Waste Reductions

Proposed Regulation Text

The following denotes proposed text:

~~Strikethrough~~ = deletions of existing text

Underline = additions to existing text

Dotted Underline = Title 14, Division 7, Chapter 9, as proposed in final version of AB 901 rulemaking pending OAL review and approval

Double Underline = Additions to Title 14, Division 7, Chapter 9, as proposed in final version of AB 901 rulemaking pending OAL review and approval

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Article 10. Jurisdiction Edible Food Recovery Programs, Food Generators, and Food Recovery

Article 11. Capacity Planning

Article 12. Procurement of Recovered Organic Waste Products

Article 13. Reporting

Article 14. Enforcement

Article 15. Enforcement Oversight by the Department

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Amendments to Existing Title 14 Regulations

- Chapter 3 Minimum Standards for Solid Waste Handling and Disposal
- Chapter 3.1. Composting Operations Regulatory Requirements. (Amended)
- Chapter 3.2. In-Vessel Digestion Operations and Facilities Regulatory Requirements
- Chapter 5 Enforcement of Solid Waste Standards and Administration of Solid Waste Facility Permits; Loan Guarantees
- Chapter 9 Planning Guidelines and Procedures for Preparing, Revising, and Amending Countywide or Regional Integrated Waste Management Plans¹

TITLE 27: NATURAL RESOURCES DIVISION 2 Solid Waste

Amendments to Existing Title 27 Regulations

- Chapter 2 Definitions
- Chapter 3 Criteria for All Waste Management Units, Facilities, and Disposal Sites
- Chapter 4 Documents and Reporting for Regulatory Tiers Permits, WDRs, and Plans

¹The dotted underline text for Title 14 Division 7 chapter 9 denotes text from a separate rulemaking package pending OAL review (AB 901 Rulemaking). That text is not part of this rulemaking and not subject to comments under this rulemaking. The text denoted by double underline in that chapter is part of this rulemaking and comments may be submitted on that portion of the text on this page.

**TITLE 14: NATURAL RESOURCES
DIVISION 7. DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY**

Chapter 12: Short-lived Climate Pollutants

General Provisions

Section 18981. 1. Scope of Chapter

(a) This chapter establishes the regulatory requirements for jurisdictions, generators, haulers, solid waste facilities, and other entities to achieve the organic waste disposal reduction targets codified in Section 39730.6 of the Health and Safety Code and Chapter 13.1 of Division 30 of the Public Resources Code.

(b) This chapter includes:

- (1) Requirements for jurisdictions to adopt and implement organic waste collection services and to develop edible food recovery programs;
- (2) Limitations on local ordinances, policies, and initiatives that are in conflict with the Integrated Waste Management Act and specifically Chapter 13.1 of Division 30 of the Public Resources Code;
- (3) Requirements for the procurement of recovered organic waste products; and,
- (4) Minimum standards for reporting, enforcement, and penalties to be implemented by jurisdictions and the Department.

Authority cited: Public Resources Code Sections 40502, 43020, 43021 and 42652.5.

Reference: Public Resources Code Sections 40002, 41780.01, 42652.5, 42653, 42654, 43020, 43021, 43103, 44001-44017, 44100-44101, 44500-44503 and 44813-44816; and Health and Safety Code Sections 39730.5, 39730.6, 39730.7 and 39730.8.

Article 2. Landfill Disposal and Reductions in Landfill Disposal

Section 18983.1 Landfill Disposal and Recovery.

(a) The following dispositions of organic waste shall be deemed to constitute landfill disposal:

- (1) Final deposition at a landfill.
- (2) Use as Alternative Daily Cover or Alternative Intermediate Cover at a landfill, except the use of Material Recovery Fines that are approved pursuant to Section 20690 of Title 27 Division 2
- (3) Any other disposition not listed in subsection (b) of this section.

(b) Organic waste sent to one of the following facilities, operations, or used for one of the following activities, and not subsequently sent for landfill disposal shall be deemed to constitute a reduction of landfill disposal.

- (1) An operation that qualifies as a "Recycling Center" as set forth in Section 17402.5(d), or is listed in Section 17402.5(c) of this Division.
- (2) A "Compostable Material Handling Operation or Facility" as defined in Section 17852(a)(12) of this Division, small composting activities that would otherwise be excluded from that definition pursuant to Section 17855(a)(4) of this Division, or community composting as defined in Section 18982(a)(8).
- (3) An "In-vessel Digestion Operation or Facility" as listed in Section 17896.5 of this Division, or activities that would otherwise not be subject to the in-vessel digestion requirements pursuant to Section 17896.6 of this Division.
- (4) A Biomass Conversion operation or facility as defined in Section 40106 of the Public Resources Code.

1 (5) Used as a soil amendment for erosion control, revegetation, slope stabilization, or landscaping at a
2 landfill, when the material is used in a manner that complies with the following criteria:

3 (A) The material has been processed at a solid waste facility, as defined in Section 40194 of the Public
4 Resources Code.; and,

5 (B) The use shall be:

6 1. Restricted to those organic wastes appropriate for the specific use and in accordance with
7 engineering, industry guidelines or other standard practices specified in the Report of Disposal Site
8 Information, as required by 27 CCR Section 21600(b)(6).

9 2. Restricted to quantities of solid wastes no more than necessary to meet the minimum
10 requirements of 1.

11 3. Stored and handled in a manner to protect public health and safety and the environment, and
12 control vectors, fires, odors, and nuisances.

13 (C) The material applied is never more than 12 inches in depth.

14 (D)The material applied is never commingled with solid waste and incorporated into the landfill for final
15 deposition.

16 (6) Land application, as defined in Section 17852(a)(24.5) of this division subject to the following conditions:

17 (A) Green waste or green material shall meet the definition of Section 17852(a)(21) and shall have been
18 processed at a solid waste facility, as defined by Section 40194 of the Public Resources Code.

19 (B) Biosolids shall:

20 1. Have undergone anaerobic digestion or composting, as defined in Part 503, Title 40 of the Code of
21 Federal Regulations, Appendix B, and,

22 2. Meet the requirements in Section 17852(a)(24.5)(B)(6) of this division for beneficial reuse of
23 biosolids.

24 (C) Digestate shall:

25 1. Have been anaerobically digested at an in-vessel digestion operation or facility, as described in
26 Sections 17896.8 through 17896.13; and,

27 2. Meet the land application requirements described in Section 17852(a)(24.5)(A).

28 3. Have obtained applicable approvals from the State and/or Regional Water Quality Control Board
29 requirements.

30 (7) Lawful use as animal feed, as set forth in Chapter 6 of Food and Agricultural Code (FAC), commencing
31 with Section 14901 et. Seq and Title 3, Division 4, Chapter 2, Subchapter 2 commencing at Article 1,
32 Section 2675 of the Code of California Regulations.

33 (8) Other operations or facilities with processes that reduce short-lived climate pollutants as determined in
34 accordance with Section 18983.2.

35 (c) For the purposes of this section, the term "landfill" includes permitted landfills, landfills that require a permit,
36 export out of California for disposal, or any other disposal of waste as defined by Section 40192(c) of the Public
37 Resources Code.

38 (d) For the purposes of this section, edible food that would otherwise be disposed that is recovered for human
39 consumption shall constitute a reduction of landfill disposal.

40
41 Authority cited: Public Resources Code Sections 40502, 43020, 43021 and 42652.5.

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION -- PUCDept. Code: PUCType of Request: Initial Modification of an existing PSC (PSC # _____)Type of Approval: Expedited Regular Annual Continuing (Omit Posting)Type of Service: Biosolids Beneficial ReuseFunding Source: WWE Biosolids Management Operating BudgetPSC Amount: \$1,000,000PSC Est. Start Date: 05/15/2019PSC Est. End Date 05/14/2022**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

This contract entails the processing of Class B biosolids (Class B levels have trace amounts of pathogens) into Class A biosolids (Class A Biosolids have been treated to eliminate pathogens). Class B biosolids have undergone a reduction in pathogen content to the point where they are safe for certain types of reuse while Class A biosolids have had pathogen content eliminated. There are several technologies which can be used to achieve this under Code of Federal Regulations Title 40 Part 503 (the criteria that refers to the elimination of pathogens), the federal regulations which govern biosolids. The current contractor uses a proprietary technology to process Class B biosolids into Class A biosolids at a facility in Fairfield. This technology uses heat, alkali and high shear forces to create a Class A biosolids liquid fertilizer. Once the Class A biosolids product is produced, the contractor is responsible for the distribution of the product to farmers and ranchers. The contractor must ensure all pertinent regulations are adhered to.

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

The City's wastewater treatment plants separates solids out from influent and sends them to anaerobic digesters where they are biologically treated. The resulting material is called biosolids, a nutrient rich material which is used as a fertilizer. On average the city produces 175 wet tons of biosolids a day. It is important to have diverse outlets for the reuse of this material. By creating a Class A liquid fertilizer, the Wastewater Enterprise further diversifies the use of biosolids. Additionally, Solano County ordinances require the Wastewater Enterprise to convert a portion of the biosolids produced to a Class A product in order to use biosolids for agriculture in the county. Agricultural use of biosolids in Solano County is an important part of Wastewater Enterprise's (WWE) biosolids management. This service is necessary to ensure compliance with the Solano County ordinance which requires SFPUC WWE to convert a portion of the biosolids produced to a Class A product in order to use biosolids for agriculture in the county. Without this service the WWE enterprise will not have an economically viable outlet for their biosolids.

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 always been provided through an OCA-generated contract.

D. Will the contract(s) be renewed?

Yes.

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

This PSC request is for three years. It is possible a modification to increase the sum of the contract would be made towards the end of this contract's term limit to ensure continued service. Not extension in the duration of the contract would be made past the requested PSC duration of 5/14/2022 as this is the term limit of the contract.

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:

This service requires a large, technologically advanced facility to process Class B biosolids into a Class A biosolid liquid fertilizer which the City does not possess. The City also does not possess the equipment needed for subsurface injection of this fertilizer.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: This service requires a facility capable of converting Class B biosolids to Class A biosolids. The service also requires agreements with farmers and ranchers for the reuse of the Class A biosolids products as a fertilizer. The application of the Class A biosolids requires specialized equipment and an agronomist to determine application rates.

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

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, the contractor provides a facility capable for processing Class B biosolids into a Class A biosolids liquid fertilizer. The contractor also has specialized application equipment for subsurface injection of this fertilizer and agreements with farmers and ranchers.

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

Wastewater Enterprise has not made an effort to obtain these services through available resources within the city.

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

A. Explain why civil service classes are not applicable.

The city does not own the specialized facility which performs this service, does not have agreements with farmers and ranchers, and does not have specialized application equipment.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, since the city would still not have the requisite facilities and equipment to fully accomplish this work and meet the regulatory standards.

6. Additional Information

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
No. The contractor will not train City employees as there is no intention for this service to be performed by City employees nor a facility which City employees could operate.

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

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

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

F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
Yes. The contract, 63001, is currently performed by Lystek. It was not previously known to Wastewater Enterprise that this contract needed PSC approval. PSC approval is being requested for the extension of this contract.

7. **Union Notification:** On 01/24/2019, the Department notified the following employee organizations of this PSC/RFP request:
all unions were notified

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

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 43232 - 18/19

DHR Analysis/Recommendation:

action date: 03/18/2019

Commission Approval Required

Approved by Civil Service Commission

03/18/2019 DHR Approved for 03/18/2019