




Edwin M. Lee
Mayor

Micki Callahan
Human Resources Director

Date: November 17, 2017

To: The Honorable Civil Service Commission

Through: Micki Callahan
Human Resources Director 

From: John Tsutakawa, HSA
Jacquie Hale, DPH
William Lee, ECD
Joan Lubamersky, ADM
Karen Henderson, MYR
Shamica Jackson/Bill Irwin, PUC
Sean McFadden, REC
Rod Goree, MTA
Anna Wong, LIB
Cynthia Avakian, AIR
David Bui, DPW

Subject: **Personal Services Contracts Approval Request**

This report contains sixteen (16) personal services contracts (PSCs) in accordance with the revised Civil Service Commission (CSC) procedures for processing PSCs that became effective on November 5, 2014.

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

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

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

Total of this Report	YTD Expedited Approvals FY2017-2018	Total for FY2017-2018
\$119,674,279	\$692,496,621	\$2,049,947,547

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Published on *Personal Services Request Database* (<http://apps.sfgov.org/dhrdrupal>)[Home >](#)**POSTING FOR****December 04, 2017****PROPOSED PERSONAL SERVICES CONTRACTS – REGULAR****Commission Hearing Date**

2017-12-04

APPLY

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
46915 - 17/18	HUMAN SERVICES	\$1,095,600.00	To provide CalWIN Client Correspondence services that facilitate the receiving and processing of electronic data transmitted via secure Shell File Transfer Protocol (SFTP) from the CalWIN vendor; and to provide a complete solution for all operations related to printing and mailing of the CalWIN client correspondences within State and Federal mandates.	September 1, 2017	June 30, 2018	REGULAR
45528 - 17/18	PUBLIC HEALTH	\$2,500,000.00	Maintain access to an existing proprietary web-based emergency response system that will support the Department's FirstWatch 911 Early Warning System, the ReddiNet Emergency Communication System and the PostCode RecordTrac application. These annual maintenance agreements will allow the Department access to the FirstWatch web-based emergency response services which include: a situational awareness dashboard, data surveillance, data visualization and early warning software systems; the ReddiNet web-based program, which allows access to a proprietary emergency medical communications network; and Emergency Department Status, Mass Casualty Incident, Assessment, Messages, Bed Capacity and Data Exchange and the Postcode RecordTrac application. These web-based systems allow the DPH Emergency Medical Services section the ability to respond and plan for critical public health emergencies that affect the City and County of San Francisco.	August 1, 2017	August 31, 2027	REGULAR
47743 - 17/18	PUBLIC HEALTH	\$962,000.00	The contractor(s) will provide a behavioral workforce program to prepare students and residents for the behavioral health services workforce by teaching up-to-date, evidenced-based practices. This program will develop and implement a drug and alcohol studies certificate program (currently provided at City College of San Francisco) that will span 2-3 academic years for counselors employed through Department of Public Health (DPH) Behavioral Health Services (BHS)-funded programs, or those who plan to seek employment with San Francisco agencies. The program will reinforce segments of the DPH BHS's planned education and training "pipeline," with a focus on drawing candidates of varying ethnic and cultural heritages, language backgrounds, sexual orientations/gender identities, and experiences with behavioral health systems. The format will be weekly night classes accessible to working adults and those who may have interrupted academic histories due to family responsibilities and/or time needed for recovery. Enrollment will be aimed to reflect the populations currently served, prioritizing students from diverse communities (e.g., African Americans, Latino/as, Asians, Pacific Islanders, Native Americans and immigrant groups from the neighborhoods of Bayview-Hunters Point, Visitacion Valley, the Mission, Western Addition, Tenderloin and other disenfranchised areas of the city) and marginalized groups (e.g., Lesbian/Gay/Bisexual/Transgender/Queer/Questioning/Intersex [LGBTQQI], formerly-incarcerated, homeless, etc.).	January 1, 2018	December 31, 2023	REGULAR
44750 - 17/18	DEPARTMENT OF EMERGENCY MANAGEMENT	\$750,000.00	The selected contractor will perform as needed background investigation services for all selected candidates as part of their selection process for	July 1, 2018	June 30, 2023	REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			entry positions in the Department of Emergency Management's Division of Emergency Communications (DEC).			
46926 - 17/18	DEPARTMENT OF EMERGENCY MANAGEMENT	\$850,000.00	DEM intends to issue an RFP for Media Planning and Buying services for a 9-1-1 public education campaign . The selected contractor will plan, negotiate, purchase, and execute advertising in traditional (broadcast, print, radio, out-of-home) and non-traditional (social media, digital, online), track campaign progress, provide recommendations, and report findings)	February 1, 2018	January 31, 2021	REGULAR
47879 - 17/18	GENERAL SERVICES AGENCY - CITY ADMIN	\$325,000.00	This contract will establish a list of vendors in different parts of the City to perform as needed/seasonal car washing/detailing services (including some biohazard decontaminants) for the City's fleet of cars, sedans, pick ups and SUVs. Additionally, mobile car washing services will be available for vehicles and equipment including street sweepers, tractor and aerial trucks.	November 1, 2017	December 31, 2020	REGULAR
49311 - 17/18	MAYOR	\$250,000.00	Concise description of proposed work: The Mayor's Office of Housing and Community Development (MOHCD) of the City and County of San Francisco is seeking proposals from qualified consultants to provide a range of environmental services related to the acquisition of land for the development of affordable housing. The funds to be used for potential acquisition are subject to regulation by 24 CFR Part 58. The services may include one or more of the following: Environmental Site Assessments (ESAs) Phase I, II and IIIs; Soil, air and groundwater testing and reporting to evaluate human health risk related to chemical contamination in any or all media; and seismic studies.	November 1, 2017	October 31, 2020	REGULAR
47541 - 17/18	PUBLIC UTILITIES COMMISSION	\$210,000.00	The SFPUC's headquarters is a 13-story building located at 525 Golden Gate Avenue. Construction was completed in mid-2012 and included in construction was a building maintenance unit (BMU), a device used to assist in the maintenance of large structures, provided by Tractel, Inc. In order to meet the maintenance needs of SFPUC's headquarters, the Tractel unit must be regularly inspected and maintained so it can be used by the building engineers and vendors needing to use it for installation and repairs of windows and exterior venetian blinds, and for window washing services. The work under this agreement consists of regular inspections and maintenance to ensure the integrity and operation of the Tractel unit so building engineers and vendors may provide emergency services, maintenance, and window washing to the SFPUC headquarters building. These services include training sessions for all persons who may utilize the Tractel unit.	January 1, 2018	December 31, 2021	REGULAR
43499 - 17/18	RECREATION AND PARK COMMISSION	\$1,500,000.00	Facilities capital planning software and associated facility assessment services for Recreation and Park assets and facilities, including storage, analysis and reporting of facility condition data on a proprietary software application.	February 1, 2018	January 1, 2023	REGULAR
47378 - 17/18	MUNICIPAL TRANSPORTATION AGENCY	\$15,000,000.00	The vendor shall provide specialized facilities management services on short notice to augment existing SFMTA staff resources. Specifically, the vendor shall provide as-needed facilities management, inspection, repair, and preventative maintenance services for the SFMTA's Strategic Real Estate and Facilities Group of Agency leased and owned facilities, including: heating, ventilation, and air conditioning; plumbing and pipefitting; elevators/escalators; electrical; building management; commissioning; architectural and framework building maintenance; fire alarm systems; fire suppression system; roofing; janitorial; landscaping/ grounds; pest control; waste management and recycling; and other facilities management-related services.	July 1, 2018	June 30, 2023	REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
40003 - 16/17	PUBLIC LIBRARY	\$206,679.00	For the maintenance of the Library's Integrated Library System's Enterprise Resource Planning System that services the Blind & Print Disabled patrons. This system contains proprietary software that hosts, maintains and supports databases that serve and meet patron search requests, and documents them for the Library. Requirements must include tracking patron requests and filling reservations; staff-assisted book selection; automatic book selection for some patrons; materials check-in and check-out; generation of mailing cards, collection review, and weeding; talking Book machine inventory control and assignment; managing overdue and notices; generating collection and patron-activity reports for the National Library Service; label production for bulk mailings; and queries for retrieving specific database records or sets of records. The database needs two graphical user interfaces (one for patrons, one for staff). Screens and functions must interface effectively with assistive technology used by patrons and staff. Services include as-needed onsite staff training. The System and services must continue meeting standards set by the National Library Service of the Library of Congress.	January 1, 2018	December 31, 2026	REGULAR

TOTAL AMOUNT \$23,649,279



Posting For December 04, 2017

Proposed Modifications to Personal Services Contracts

Commission Hearing Date

2017-12-04

APPLY

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
46544 - 14/15 - MODIFICATIONS	December 4, 2017	AIRPORT COMMISSION -- AIR	\$90,000,000	\$220,000,000	Project Management Support Services (PMSS) and Design Build (DB) service teams with elevated people-mover guideway and operating system experience is required to manage the design and construction of the Airport AirTrain Extension projects. Services to be provided include project controls, scheduling, document control, design management, contracts management, Architectural and Engineering (AE) design services, furnishing and installing AirTrain Operating System components at new stations and guideway areas, Train Control System modifications, and construction of the AirTrain Extension and Stations. The AirTrain Extension and Improvements Program includes: 1) the Airport AirTrain Extension to Lot DD, 2) the AirTrain Stations at Long Term Parking Lot DD and at the Airport Hotel, and 3), new AirTrain Operating System work, 4) Modifications to the Train Control System, and 5) PMSS for oversight of all scope (Professional Services).	01/01/2019	12/31/2020	REGULAR
4011-13/14 - MODIFICATIONS	December 4, 2017	GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW	\$2,400,000	\$5,350,000	Consultants will perform a full range of highly specialized environmental services in conformance with the provisions of the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) for the Better Market Street (BMS) Project, a project to improve pedestrian, transit, bicycle, and vehicular mode circulation, and activate the street by adding street life zones between Octavia Blvd and the Embarcadero (and possibly Mission Street between S. Van Ness Avenue to the Embarcadero). It is expected that a joint Environmental Impact Report (EIR)/Environmental Impact Statement (EIS) will be required. Consultants will conduct aesthetics/visual, air quality, biological resources, cultural resources, geology/soils, hazards and hazardous materials, land use and planning, noise, transportation and traffic, utilities and service systems and other analyses needed to support that analysis.	09/01/2013	12/31/2019	REGULAR
42606 - 13/14 - MODIFICATIONS	December 4, 2017	GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW	\$3,000,000	\$8,000,000	The selected consultant ("consultant") will perform a full range of highly specialized services for the Islais Creek Bridge Rehabilitation Project ("Project"). The Project requires specialized engineering and	07/01/2020	12/31/2020	REGULAR

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					environmental consultants with expertise in complex, major infrastructure projects, particularly seismic retrofit and rehabilitation of bascule bridges over water with a strong environmental/regulatory component. The consultant will perform the work in three phases. Phase 1 consists of a condition survey of the bridge, preliminary engineering, and environmental studies. Phase 2 consists of detailed design and preparation of construction documents. Phase 3 consists of providing engineering support during construction.			
45648 - 14/15 - MODIFICATIONS 2017	December 4, 2017	PUBLIC LIBRARY -- LIB	\$0	\$647,750	Library seeks a sole-source agreement with Cengage Learning Inc. Cengage Learning, in partnership with Smart Horizons Career Online Education, offers an 18-credit, career-based online high school diploma program designed to prepare students for entry into the workplace. Students earn an accredited high school diploma plus a career certificate. It is the only program of its kind. The Library's new Learning & Literacy Center will administer the program, working with our Project Read staff and community partners to identify prospective students. The scope of services includes online assessment to identify students who can be successful in the program; customized and in-depth program implementation training for library staff facilitators who will work directly with the students; student coaching (online and by phone); student recruiting and marketing support; curriculum including 18 credits (14 academic and 4 career); coursework in language arts, social studies, mathematics, and science, plus career electives offering eight career tracks. The Contractor shall be required to enroll and educate 125 students during the first year, 150 students during the second year and 175 students during the third year.	06/01/2018	05/31/2021	REGULAR
47589 - 13/14 - MODIFICATIONS 2017	December 4, 2017	MAYOR -- MYR	\$625,000	\$1,250,000	The Contractor shall provide & maintain an end-to-end web-based grants management system as a Commercial Off-The-Shelf solution or customized SaaS/PaaS/Cloud hosted subscription-based platform to provide the functionalities described below for at least 1,000 Users with varying levels of access, as well as a wide variety of experience in the use of online tools. The System must provide Mayor's Office of Housing & Community Development (MOHCD) staff & potential and awarded Grantees with the ability to initiate, manage and monitor the entire granting process, including Grantee Project proposal set-up, submission, review and negotiations, grant award, reporting and reimbursement, & Agency & User setup and administration. Services provided shall include System planning & management, including but not limited to, requirements & design, integration, testing, acceptance, deployment,	10/01/2017	10/01/2020	REGULAR

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					<p>data migration (if applicable), training, & maintenance. Developer & Subscription System User support Monday through Friday, 8am - 6pm Pacific Time (as a minimum window of availability) is required. (See Additional Attachment)</p> <p>Scope Change: The Contractor shall customize, provide licensing and support, and maintain an end-to-end web-based grants management system identified by the City as Grants Management System (GMS) to provide the functionalities described below for at least 1,000 Users with varying levels of access, as well as a wide variety of experience in the use of online tools. The System must provide MOHCD staff and potential and awarded Grantees with the ability to initiate, manage and monitor the entire granting process, including Grantee Project proposal set-up, submission, review and negotiations, grant award, reporting and reimbursement, and Agency and User setup and administration. Services provided shall include System planning and management, including but not limited to, requirements and design, integration, testing, acceptance, deployment, data migration (if applicable), training, and maintenance. Developer and Subscription System User support Monday through Friday, 8am - 6pm Pacific Time (as a minimum window of availability) is required. Live phone support is highly preferred. The System must include all products and services required for successful implementation, as well as System maintenance and updates over the full term of the Agreement. Services may include, but not be limited to, business process and technical assessment and recommendations, project planning, System implementation, data migration (if applicable) and troubleshooting, acceptance testing, training, and support.</p>			

TOTAL AMOUNT \$96,025,000

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

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: HUMAN SERVICES -- DSS

Dept. Code: DSS

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

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

Type of Service: CalWIN Client Correspondence Subsystem

Funding Source: 49% County, 17% State, 34% Federal

PSC Amount: \$1,095,600

PSC Est. Start Date: 09/01/2017

PSC Est. End Date 06/30/2018

1. Description of Work

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

To provide CalWIN Client Correspondence services that facilitate the receiving and processing of electronic data transmitted via secure Shell File Transfer Protocol (SFTP) from the CalWIN vendor; and to provide a complete solution for all operations related to printing and mailing of the CalWIN client correspondences within State and Federal mandates.

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

CalWIN is an online, real-time computer program that supports the administration of welfare in California. These include CalWORKs (TANF), CalFresh (food stamps), Medi-Cal (Medicaid), General Assistance/General Relief, Foster Care, and case management functions for employment services. If printing and mailing services are denied then San Francisco residents who are participants in these welfare programs will not receive documents and information relating to their benefits on a timely basis. The county would be in violation of strict noticing requirements especially as it relates to adverse case actions that may disadvantage San Francisco residents applying or receiving public aid. Failure to meet these time sensitive noticing requirements will lead to compliance control errors that may also result in fiscal issues. Further, failure to provide notices within the time requirements renders the county vulnerable to compliance lawsuits.

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.

For over 10 years this service has been provided through a contractor who has the equipment, technology, knowledge, and capacity to meet the all necessary needs of the CalWIN Correspondence System. This was last contracted though PSC 2005-08/09 on June 16, 2014

D. Will the contract(s) be renewed?

The RFP has an option to renew through June 30, 2027 if needed and funds are available.

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

not applicable

2. Reason(s) for the Request

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

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

B. Explain the qualifying circumstances:

To execute the Client correspondence contract as part of existing services provided to the City and County of San Francisco for more than 10 years as part of the CalWIN Consortium of Counties.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: This service is related to automated technology integrated machinery. The skill of this service consists of a system of automated batch data in-take, batch data processing, printing, machine envelope stuffing, automated postage labeling and mailing. Some manual insertion of envelopes is needed for intermittent, irregular inserts into envelopes.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1404, Clerk;
- 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 essential criteria of the Client correspondence program is the automated processing of bulk CalWIN project data, printing, folding, inserting, and mailing in the same day such that correspondences will be delivered to San Francisco residents the next business day. This contract is necessary for reason of economy and efficiency as the County does not have the capacity to perform all the elements of the process. While the County does utilize staff for printing and mailing services, this particular type of correspondence is voluminous, dynamic and the City does not have the ability to provide these services in the manner and time needed. It is essential that client notices of actions be mailed the same day client action data is released from the CalWIN vendor.

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

- A. Explain why civil service classes are not applicable.
99% of the service is related to automated machinery and postage. Historically, labor charges rarely exceed \$100/month.
- 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. Automated machinery performs the service, a new class is not warranted.

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

7. **Union Notification:** On 11/01/2017, the Department notified the following employee organizations of this PSC/RFP request:
SEIU 1021 Miscellaneous

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

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

Address: 1650 Mission St #300 San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 46915 - 17/18

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 12/04/2017

Receipt of Union Notification(s)

Kashani, David (HSA)

From: dhr-psccordinator@sfgov.org on behalf of john.tsutakawa@sfgov.org
Sent: Wednesday, November 01, 2017 4:18 PM
To: Tsutakawa, John (HSA); peter.masiak@seiu1021.org; 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; Kashani, David (HSA); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 46915 - 17/18

RECEIPT for Union Notification for PSC 46915 - 17/18 more than \$100k


The HUMAN SERVICES -- DSS has submitted a request for a Personal Services Contract (PSC) 46915 - 17/18 for \$1,095,600 for Initial Request services for the period 09/01/2017 – 06/30/2018. 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/10250> 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

Kashani, David (HSA)

From: XiuMin Li <XiuMin.Li@seiu1021.org>
Sent: Friday, November 03, 2017 3:20 PM
To: Kashani, David (HSA); 'Xiumin.li@seiu1021.org'
Cc: Poon, Sin Yee (HSA); Tsutakawa, John (HSA)
Subject: RE: Request for waiver of 60 days' notice on PSC 46915 - 17/18

 Approved for this PSC for this one year duration.

Xiu Min Li
Field Supervisor

SEIU 1021 SF Office
350 Rhode Island, South Building Suite 100
San Francisco, CA 94103

Phone: 415-848-3686
Fax: 415-431-6241

Member Resource Center (MRC): 1-877-687-1021
For updates on what's happening with the union, visit us at <http://www.seiu1021.org/>

From: Kashani, David (HSA) [mailto:david.kashani@sfgov.org]
Sent: Thursday, November 02, 2017 3:16 PM
To: 'Xiumin.li@seiu1021.org'
Cc: Poon, Sin Yee (HSA); Tsutakawa, John (HSA)
Subject: Request for waiver of 60 days' notice on PSC 46915 - 17/18

Dear Ms. Li,

The HSA is requesting a waiver of the sixty days' notice requirement for PSC No. 46915 - 17/18. Please note that this is a regular PSC and not an expedited PSC.

If approved, PSC No. 46915 - 17/18 will only be valid until June 30, 2018. We are asking for the waiver of the 60 day notice so that we may bring the PSC to commission to help quickly execute the first year of the contract renewal of the CalWIN Client Correspondence Subsystem. This subsystem has been under contract for more than a decade; however, we were only recently informed by OCA that our existing PSC's did not specifically cover this subsystem and were told we should request a new PSC for approval.

We will submit a new PSC, with a full 60 day review, in January for the remainder of the term of the contract renewal. We'd appreciate your consideration in this matter.

Please let me know if you need any additional information.

Thank you.

David Kashani
Contract Manager
Human Services Agency
Office of Contract Management
1650 Mission St, Ste 300
San Francisco, CA 94103
415-355-3607

CCSF-HSA - All outbound HSA email is automatically scanned for PII and PHI by Zix Email Encryption

Additional Attachment(s)

CalWIN Correspondence Commission Memo



Edwin M. Lee, Mayor

Trent Rhorer, Executive Director

MEMORANDUM

TO: HUMAN SERVICES COMMISSION

THROUGH: TRENT RHORER, EXECUTIVE DIRECTOR

FROM: DANIEL KAPLAN, DEPUTY DIRECTOR
JOHN TSUTAKAWA, DIRECTOR OF CONTRACTS

DATE: AUGUST 18, 2017

SUBJECT: NEW CONTRACT: BIT CALIFORNIA LLC, DBA DOCUMENT FULFILLMENT SERVICES (PROFIT) TO PROVIDE CALWIN DOCUMENT PROCESSING AND MAILING

CONTRACT TERM: 9/1/17-6/30/22

	New	Contingency	Total
CONTRACT AMOUNT:	\$4,980,000	\$498,000	\$5,478,000

ANNUAL AMOUNT:	FY 17/18	FY18/19	FY19/20	FY20/21	FY21/22
	\$996,000	\$996,000	\$996,000	\$996,000	\$996,000

Funding Source	<u>County</u>	<u>State</u>	<u>Federal</u>	<u>Contingency</u>	<u>Total</u>
FUNDING:	\$2,460,386	\$842,697	\$1,676,917	\$498,000	\$5,478,000
PERCENTAGE:	49%	17%	34%		100%

The Department of Human Services (DHS) requests authorization to enter into a contract with Bit California LLC, DBA Document Fulfillment Services (DFS) for the period of September 1, 2017 to June 30, 2022, in an amount of \$4,980,000 plus a 10% contingency for a total amount not to exceed \$5,478,000. The purpose of the contract is to support processing and mailing expenses related to client correspondence the county is required to send to applicants and recipients.

Background

The Client Correspondence subsystem of CalWIN systems produces Notices of Action (NOAs) and other correspondence in English and twelve other languages. A considerable portion of the

correspondence is generated based on actions completed within the CalWIN system for benefit issuance, employment services, childcare, benefit calculations, client correspondence, case management, and reporting for the CalWORKs, Medi-Cal, CalFresh, Foster Care, and County Adult Assistance Programs Document Fulfillment Services (DFS) has been contracted by 16 of the CalWIN counties to provide the printing, folding, handling and mailing of client correspondence.

Services to be Provided

Document Fulfillment Services will provide the following services:

- Laser imaging
- Finishing
- Bar-coding
- Pre-sorting
- Document merging
- Envelope insertion
- Mailing services maximizing US Postal discounts via 11 Digit post net bar coded.

Selection

Sacramento County completed procurement as lead agency for the CalWIN consortium of counties in June 2017 (RFP # 8352). Sacramento County and the CalWIN consortium of counties have issued a 5 year contract on the RFP. This contract falls under RFP #8352 authority.

Funding

The funding for this contract is a combination of County general funds (49%) and State funds (17%) and Federal funds (34%).

ATTACHMENTS

Appendix A

Appendix B

RFP 8352 CALWIN Correspondence Services

REQUEST FOR PROPOSAL – THIS IS NOT AN ORDER



**COUNTY OF SACRAMENTO
DEPARTMENT OF GENERAL SERVICES
CONTRACT AND PURCHASING SERVICES DIVISION**

REQUEST FOR PROPOSAL NUMBER **8352**

COMMODITY/SERVICE: **CALWIN CORRESPONDENCE PRINTING AND MAILING SERVICES**

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Appendices (listed separately in Public Purchase)

- A – Sacramento County General Terms & Conditions
- B – Additional Terms & Conditions
- C – DCSS Contractor Certification of Compliance
- D – Environmental Purchasing Policy
- E – Solicitation Exceptions
- F – Non Collusion Affidavit
- G – Sacramento County Minimum Insurance Requirements
- H – Customer References
- I – Vendor Price Proposal
- J – ~~Local Vendor Preference Affidavit~~
- K – Risk Assessment Questionnaire
- L – P (Not required for RFP8352)
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- S – Mail Piece Specifications
- T – Sample Work Order
- U – Languages and Dialects
- V – PCL5 Header Layout

DEFINITIONS

Response: The written, signed and sealed complete document submitted according to the proposal instructions. Response does not include any verbal or documentary interaction apart from submittal of a formal Response.

Request/Proposal/Bid: The completed and released document, including all subsequent addenda, made publicly available to all prospective proposers.

We/Us/Our: Terms that refer to the County of Sacramento, a duly organized public entity. They may also be used as pronouns for various subsets of the County organization, including, as the context will indicate:

- Purchasing - the Contracts and Purchasing Services Division of the Department of General Services.
- Department/Division – The department or division requesting the goods or services contained in this request, for which this PROPOSAL is prepared and which will be the end user of the requested goods or services.
- Constituency – the client base or County population which may benefit from the procurement of goods and/or services requested herein.

You/Your: Terms that refer to businesses/individuals submitting a response. The term may apply differently as the context will indicate.

- Supplier - A business entity engaged in the business of providing services.
- Proposer - A business entity submitting a Response to this proposal. Suppliers which may express interest in this proposal, but who do not submit a Response, have no obligations with respect to the proposal requirements.
- Contractor - The Proposer(s) whose Response to this proposal is evaluated as meeting the needs of the County. Contractor(s) will be selected for award, and will enter into a contract(s) for provision of the services described in this proposal.
- Contractor's Employee - All persons who can be offered to provide the services described in the proposal. All employees of the Contractor shall be covered by the insurance programs normally provided to persons employed by a company (ex: Worker's Comp, SDI, etc.).

Mandatory: A required element of this request/proposal/bid. Failure to satisfy any element of this request/proposal/bid defined as "mandatory" will disqualify the particular response.

Default: A failure to act as required by any contract resulting from this request, which may trigger the right to sue or may excuse the other party's obligation to perform under the contract.

Cancellation/Termination: A unilateral or mutual decision to not complete an exchange or perform an obligation under any contract resulting from this request.

"Or Equal": A statement used for reference to indicate the character or quality desired in a requested product or service. When specified in a proposal document, equal items will be considered, provided the response clearly describes the article. Offers of equal items must state the brand and number, or level of quality. When brand, number, or level of quality is not stated by proposer, the offer will be considered exactly as specified. The determination of the Purchasing Agent as to what items are equal is final and conclusive.

PROPOSER'S INSTRUCTIONS

General Format: Respond to all requests for information and completion of forms contained in this Request for Proposal. You may use additional sheets as necessary. A qualifying response must address all items. Brochures and advertisements will not be considered a complete reply to requests for information and will not be accepted as such. Proposer is solely responsible for accuracy and completeness of proposal response and for electronically separating and marking documents as confidential when submitting their response through Public Purchase. Responses considered incomplete may be rejected.

Alteration of Proposal Text: The original text of this proposal document, including any attachments, amendments or other official correspondence related to this proposal document, may not be manually, electronically or otherwise altered by proposer or proposer's agent(s). Any response containing altered, deleted, additional or otherwise non-original text will be disqualified.

Preparation of Response:

- A. All responses must be signed by an authorized officer or employee of the responder.
- B. Responses must be submitted prior to the specified date and time, using the www.publicpurchase.com website. Responses delivered by hand, fax, telephone, e-mail, or any postal carrier will not be accepted. If bidder uploads a file to Public Purchase, it is bidder responsibility to ensure the file is not corrupt or damaged. If County is unable to open an attachment because it is damaged, corrupt, infected, etc., it may disqualify bidder's submission. See document titled "Public Purchase Instructions" for guidance entering your online response.
- C. Time of delivery must be stated as the number of calendar days following receipt of the order by the proposer to receipt of the goods or services by the County.
- D. Time of delivery may be a consideration in the award.
- E. Prices will be considered as net if no cash discount is offered. If a discrepancy between the unit price and the item total exists, the unit price prevails.

Confidential Information/Public Record: All responses become property of the County. All responses, including the accepted proposal and any subsequent contract, become public records per the requirements of the California Public Records Act, Government Code Sections 6250 -6270. Proprietary material must be clearly marked as such. Pricing and service elements of the successful proposal are not considered proprietary information.

The County will treat all information submitted in a proposal as available for public inspection once the County has selected a contractor. If you believe that you have a legally justifiable basis under the California Public Records Act (Government Section 6250 et. seq.) for protecting the confidentiality of any information contained within your proposal, you must identify any such information, together with the legal basis of your claim in your proposal, and present such information separately as part of your response package. Public Purchase allows you to mark such documents as "confidential" when uploaded into the system.

The final determination as to whether the County will assert your claim of confidentiality on your behalf shall be at the sole discretion of the County. If the County makes a determination that your information does not meet the criteria for confidentiality, you will be notified as such. Any information deemed to be non-confidential shall be considered public record.

KEY EVENTS

Event/Action	Date(s)
RFP Release Date	March 29, 2016
Proposer Conference	A proposer conference will not be held. Please submit your written questions online.
Deadline for submitting written questions	April 18, 2016
Addendum issued (if necessary)	April 21, 2016
Proposals due	3:00 pm (PST) Thursday, April 28, 2016
Interview Finalists (if necessary)	Week of May 16, 2016
Notice of Intent to Award	Week of May 23, 2016
Targeted Board Approval Date	Tuesday, July 26, 2016
Approval Process of Participating Counties	July 29, 2016 to December 15, 2016
New Contractor Set Up and Test Period	December 16, 2016 to February 28, 2017
Contract Start Date	March 1, 2017

INTRODUCTION & DETAILED REQUIREMENTS

Introduction

Request for Proposal Number 8352 (RFP8352) is to solicit proposals to provide CalWIN Client Correspondence Printing and Mailing Services. The initial contract period will be for five years, from March 1, 2017, to February 28, 2022. To promote economy and efficiency, the County reserves the right to renew the contract period for a second five-year period, from March 1, 2022, to February 28, 2027.

The Welfare Client Data System (WCDS) is a consortium of eighteen (18) California counties that share an automated system that determines public assistance eligibility, computes and issues benefits, and tracks the provision of public social services. WCDS developed the primary business application, CalWIN, for the member counties.

Sacramento County is the lead county for the CalWIN Client Correspondence Printing and Mailing Services RFP. Sacramento County Department of Human Assistance (DHA) and fifteen (15) of the eighteen (18) counties currently contract with the same print vendor. Two counties presently act as their own print vendor.

Sacramento County is the contracting agency for RFP8352. However, it is anticipated that the other CalWIN counties will contract with the same print vendor selected for this work, and it is Sacramento County's intent for the other CalWIN counties to have the option of referencing RFP8352 and the resultant contract award.

Detailed Requirements

Firms submitting a proposal must be able to operate and meet these requirements as a minimum. If you have any questions regarding RFP8352, please submit them online. In event of a change that affects the specifications, the buyer will issue an addendum to RFP8352.

CalWIN is the primary business application utilized by the Sacramento County Department of Human Assistance and seventeen (17) additional California counties. The processing for all of the CalWIN counties is

integrated and run at the Hewlett Packard Enterprise Data Center (HPEDC) at 10888 White Rock Road, Rancho Cordova, California.

There are several types of periodic client correspondence that will be printed and mailed out to clients, under the contract. The documents may: 1) be single or double sided, 2) require a duplicate copy to be sent, 3) require the data to be scanned and barcodes printed on the output, and 4) require that return envelopes or other items be included with them. The different types of output are described in more detail below.

A daily batch cycle process is normally run five nights a week, Monday – Friday, and a merged output file for each county is produced the following day. HPEDC transmits the data electronically by 6:00 am to the vendor and each non-participating county by secure Shell File Transfer Protocol (SFTP). An additional batch process may occasionally be run on a weekend to process special jobs. These special jobs are also sent by SSFTP. In addition to the daily process jobs, a monthly job is run approximately the third week of the month to produce periodic reports and sent by secure SFTP. See Appendix R – Types of Output & Estimated Volumes.

Currently, the print vendor receives the electronic files from HPEDC, processes the print job for mailing, and delivers the mail to the United States Postal Service (USPS) in time for next day delivery to the addressee, unless other timeframes are agreed to by the individual counties and the Contractor. (The standard for Sacramento County is delivery to the Bulk Mail Entry Unit at 3775 Industrial Blvd, West Sacramento CA by 8:00 pm).

RESPONSE 1

Discuss how and when you would receive the data, where the processing would take place, and how and when the output would be turned over to the USPS.

Client correspondence created by the batch process is currently contained in multiple files of Printer Control Language 5 (PCL5) images. However, the batch print files will be converted to PDF format. The PDF files will contain the same Meta data as the current PCL5 header section. Vendor shall be able to handle both file formats. Currently, each document has a header section containing PCL5 “non-op.” The non-op section is a part of the PCL stream in each set of client correspondence – not a separate record. This header section identifies the information regarding each correspondence. A full description of this non-op layout is contained in Appendix V – PCL5 Header Layout. These files are stored electronically. PCL5 images are used because the client correspondence is printed in up to 21 different languages as listed in Appendix U – Languages and Dialects. The PCL5 images are sorted together for the same case number, client name, and client mailing address, such that these documents are output sequentially to the Batch PCL5 Print Files, thus allowing the print vendor to be able to print all documents for the same case, client name, and mailing address together and inserting them into the same mailing envelope. Each county’s data is on a separate electronic file.

RESPONSE 2

If a different data exchange in lieu of electronic secure SFTP is part of your proposal response, discuss the availability, accuracy, cost, and security of your proposed method to meet the mailing requirements, and your alternate plans should the point to point connection breaks. Summarize the cost, if any, and the effect on the image printing price in Appendix I – Vendor Price Proposal.

Services include material (paper, envelopes, etc.), processing (receiving and batching data, printing, folding, inserting, presorting, delivery to USPS, etc.), and use of a postage meter. A postal permit supplied by the county is used for all return envelopes. Contractor is reimbursed for metered mail at the same discounted postal rate that is actually applied to the letters. The charge for postage shall be at the USPS Commercial First-Class Mail 3-Digit rate per USPS latest price list notice 123.

RESPONSE 3

Any variation to this must be identified and explained in your proposal response.

For most client correspondence, a single page, 2-sided language insert must be included and dependent on the type of document, a return envelope may also be required. Any additional charge for inserts must be billed separately to the organization supplying the insert. Inserts must be approved and scheduled by the individual counties.

RESPONSE 4

Indicate any minimum requirement pertaining to inserts in your proposal response.

Most correspondence will be printed on either 8.5" X 11" or 8.5" X 14" paper. The text may be of varying length, printed on both sides of the paper, and possibly ten or more pages. Page size can be no smaller than 8.5" X 11" and no larger than 8.5" by 14". A standard piece (two pages, mailing and return envelopes), without additional inserts, should weigh only slightly more than 1/2-ounce. Documents of varying sizes may need to be inserted into the same envelope. Paper should be close to 20# stock, OCR readable with recycled content. "Printed on recycled paper" shall be printed on all recycled-content paper and envelopes. Mailing envelopes should include pre-printed return address, postal indicia, County specified TDD/TTY phone number, and glassine address windows. Refer to Appendix S – Mail Piece Specifications.

There are also once monthly print jobs that create renewal packets for several Social Services programs. These packets may contain between 50 and 100 images each. These are usually mailed in a 9"x12" envelope with a 6.5"x9.5" return envelope.

RESPONSE 5

Indicate proposed letter size and weight of standard letter with envelopes, but without additional inserts in your proposal response.

Barcodes are required and added to documents for several purposes: 1) to facilitate the addition of inserts and return envelopes, 2) to allow USPS to deliver pieces (Post Net Barcode), and 3) to facilitate handling of return mail (when return envelopes are enclosed). The barcode is included in the PCL5 image for Periodic Reporting (PR) forms. The barcode contains a unique number generated by the CalWIN application to track forms.

Documents produced in monthly cycles may need to be held for later mailing.

Other informational notices may need to be mailed to the clients, which are separate and apart from the correspondence produced by CalWIN. The document and mailing labels will be provided to the vendor by the individual counties in either electronic or paper format.

The **price per image** for printing and mailing entered in Appendix I – Vendor Price Proposal for each year must include the cost of materials (paper, envelopes, etc.) and cost of processing (pickup/courier service, receiving and batching data, printing, folding, inserting, presorting, delivery to the USPS, etc.). The price per image will equal to one-side of a printed page and the price per image will be subjected to sales tax. Sales tax will be at the rate where it is produced. The price for the initial setup charge shall include all costs associated with letter design/layout, fine-tuning, programming, and testing. Your proposal shall include prices for additional inserts by machine and by hand and an hourly rate for continuous information technology (IT) changes/enhancement. Additionally the price per image must include the cost of a daily summary file of correspondence printed. The file shall contain information as selected by the county from the metadata in the batch print file. The file should be in CSV format and be sent to the county via secure SFTP or placed on vendor's secure SFTP site for pickup by the county.

Additionally, Contractor shall provide quarterly print volume reports at no additional charge to the County. Such reports shall be provided within two weeks following the end of each quarter (Quarter = January-March, April-June, July-September & October-December).

Contractor shall submit invoices in arrears – monthly for services and weekly, semimonthly or monthly for postage. Contractor shall send separate invoices to ~~each~~ participating county for the work completed for that

county. Charges shall be itemized on invoices, e.g., initial setup charge, price per image for printing and mailing, additional inserts by machine and/or by hand, price per image to produce image electronically, postage not covered by a county permit and IT changes/enhancement. For Sacramento County, the invoices shall also reference a County-issued unique Contract Shipping Order Number (CSO#) that may be different each month. The other counties may have similar requirements. (For Sacramento County, CSO#s are also referred to as purchase order numbers; the only difference is that CSO#s are issued from the resultant contract award.)

Enter your price per image and other unit prices for services in Appendix I – Vendor Price Proposal.

Quality control measures must be inherent in the process. Duplicated, missing and misprinted documents and inserts and other errors must be identified and remedied before mailing. Mail must be in the hands of the USPS that night for next day delivery. CalWIN correspondence must be mailed so that they are received in California within 48 hours of mailing under normal circumstances. Any errors or variation must be reported to the counties immediately. A report including the date and time items were mailed, the unique batch identifier, the number of documents printed, items mailed, inserts included, and postage used will be sent to each county daily at the completion of the process.

RESPONSE 6

Your proposal must include documentation certifying that services are provided using fully automated production processes that are capable of tracking each individual mail piece through the printing, inserting, and mailing processes.

Errors not remedied by Contractor's quality control, involving 100 or more pieces from a single mailing, will incur a penalty credit in favor of the county or counties affected in the amount of \$.05 per letter plus reimbursement of any printing and postage paid by the County for the subject pieces. This will include client correspondence mailed after the target mailing date.

Responding Contractors must be USPS CASS certified to ensure address cleansing and correction capability, and comply with the Intelligent Mail Barcode requirements. Letters shall be bar-coded and sorted for the best carrier route and delivery point available to maximize postage rate discounts.

RESPONSE 7

Vendor Information: Respond to all information requested above (Responses 1-6) and below. Organize and submit your responses in the order given. For example, if you are responding to Response 3, indicate Response 3 next to that reply, and if you are responding to 7.2, indicate 7.2 next to that reply. Use additional sheets as necessary. Brochures and advertisements will not be accepted as a substitute to the information requested. A qualifying proposal must address all inquiries. Incomplete proposals may be rejected.

- 7.1 An overview of your firm's history and operations in the Sacramento area.
- 7.2 A description of your firm's disaster recovery plan.
- 7.3 A description of your firm's processing and electronic data interchange capabilities.
- 7.4 A description of your firm's processes that would be used to produce these letters and proposed data flow.
- 7.5 A description of your firm's inventory management capabilities.
- 7.6 A description of your firm's equipment, labor force, facility and address where the work will be processed.
- 7.7 Hours of operation.
- 7.8 A description of your firm's working relationship with the USPS.
- 7.9 Names of principal process contacts – include their titles, telephone and cellular numbers, and e-mail addresses).

- 7.10 Company ownership and related resumes.
- 7.11 References and Samples: List three or more references with similar requirements in Appendix H – Reference, and provide a sample of their printed output. For each of these references, include the organization name, mailing address, and contact person’s name, telephone number and e-mail address.
- 7.12 Discuss available and preferred avenues of communication between your firm and County.
- 7.13 Business license and USPS CASS certification: Include a copy of your firm’s current business license(s) and USPS CASS certification with your proposal submittal.
- 7.14 Clarification, exception or deviation: Each respondent may clarify or describe any exception or deviation from the requirements as set forth herein. Each clarification, exception or deviation must be clearly identified in Appendix E – Solicitation Exceptions and submitted with your proposal. If there is no clarification, exception or deviation indicated In Appendix E – Solicitation Exceptions, it will be considered none exist.
- 7.15 Discuss how your company will ensure accuracy of billing to each individual county and how each county may independently verify the accuracy of the invoice.

Read and Process: Contractor shall be able to read and process files in either PCL5 or PDF format, combine separate images, add or remove slip pages, add variable logos, insert into envelopes, and mail. Note that there is a plan to move the CalWIN correspondence to a PDF format in the near future.

Daily Summary File: Contractor will be required to create a daily summary file of printed correspondence. The file shall contain information as selected by the County from the metadata in the batch print file. The file shall be in CSV format and be sent to the County via secure SFTP or placed on vendor’s secure SFTP site for pickup by the County. Contractor may update transmission methods as technology advances in the security field during the contract period. However, it is best to communicate with the County prior to making such changes.

BASIS OF AWARD

This proposal award will be determined by factors other than price alone. The County’s sole purpose in the evaluation process is to determine from among the Responses received, which one is best suited to meet the County’s needs. Any final analysis or weighted point score does not imply that one proposal is superior to another, but simply that in our judgment the proposal(s) we select offer(s) the best overall solution for our current and anticipated needs. The County reserves the right to make modifications to any scoring and/or weight structure prior to the evaluation of responses. The responses will remain sealed during the proposal evaluation period, and will be made available for public inspection upon notice of proposal award.

Bid responses will be considered valid for a period of 90 calendar days after bid closing date above.

RFP8352 Evaluation Criterial is contained in Appendix Q – Proposal Evaluation Criteria

Note: All specifications, terms and conditions of this request will apply to any resulting order.

FINAL ACCEPTANCE

Equipment/Supplies/Services

The County of Sacramento will agree to final acceptance only after the supplied equipment, product or service is tested and is found to perform within acceptable standards of operation, is in compliance with all published and implied performance standards, and is considered by the County to be ready for practical application.

SPECIAL PROVISIONS, TERMS AND CONDITIONS

Public Agency Clause: It is intended that any other public agency including those identified in the solicitation (i.e., city, district, public authority, public agency, municipality and other political sub-division or public corporation of California) located in California shall have the option to participate in any award made as a result of this solicitation. The County of Sacramento shall incur no financial responsibility in connection with orders issued or delivered by another public agency. Each public agency using this contract shall accept sole and full responsibility for placing of orders and making payments to the contractor. In addition to the above, the contractor shall provide the same level of indemnification and insurance protection to each of the participating agencies ordering products and/or services under any award made as a result of this solicitation.

Contract Period: The initial contract period will be for five (5) years from March 01, 2017 to February 28, 2022. To promote economy and efficiency, the County reserves the right to renew the contract period for a second five-year period, from March 1, 2022, to February 28, 2027.

Prices: Enter your prices in Appendix I – Vendor Price Proposal. Prices bid in each year shall remain “firm” for each of those years, in their entirety.

Data Privacy and Security Safeguards: Contractor must comply with the same privacy and security safeguards required by State and Federal rules, regulations, and law as the County regarding the confidentiality, physical security, encryption, transmission, transport and disposal of electronic and printed data. Confidential data is defined as: name, date of birth, address, social security number, driver’s license or other identification numbers or any information that can be used to identify or locate an individual.

Contractor shall not capture or retain any information from the County’s mail. All information and processes made available to the Contractor by the County shall be kept confidential.

Contractor must ensure that:

- 1) All data is used and stored in an area that is physically safe from access by unauthorized persons during work and non-work hours.
- 2) Access to secure areas is permitted only with properly coded key cards, authorized door keys or access authorization.
- 3) There is a monitored alarm system with or without security cameras or security guards 24 hours a day, seven days a week.
- 4) A bonded courier, with signature receipt, is used for the transport of paper documents and electronic media.
- 5) All portable computer devices (laptops, notebooks, etc.), workstations, and electronic files (thumb drives, floppies, CD/DVD, etc.) that process and/or store data are encrypted using a vendor product that is recognized as an industry leader for the intended solution. All workstations, laptops and other systems that process and/or store data have current security patches applied and are up-to-date.
- 6) All remote access to data is established over an encrypted session protocol using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution.
- 7) All data is wiped from systems when the data is no longer required.
- 8) Paper documents are disposed of through confidential means, such as cross cut shredding and pulverizing.

If a breach of data security occurs, Contractor must ensure that:

- 1) The County is notified immediately by telephone call or Email upon the discovery of a breach of data security.

- 2) The notification includes contact information, a description of the breach or loss with scope, time and location of the breach or loss, and a description of how the data was physically stored, contained or packaged, i.e., password protected, encrypted, locked container, etc.
- 3) Prompt corrective action is taken to mitigate any risks or damages involved with the breach.
- 4) An investigation of the breach is immediately performed and a written report is produced within five (5) working days of the incident, detailing what data elements were involved. The written report must include a description of:
 - a) The unauthorized person(s) known or believed to have improperly used or disclosed the data.
 - b) Where the data is believed to have been improperly transmitted, sent or used.
 - c) The probable cause(s) of the breach and a detailed action plan including steps taken to stop or contain the breach.

Timely Delivery: Time is of the essence and Contractor shall complete all deliveries as required.

Certificate of Insurance: Contractor must have insurance meeting the minimum limits set forth in Appendix G – Insurance Requirements for Contractors. Actual certificate of insurance must be furnished to the issuing buyer within fourteen (14) days after notification of award.

Liquidated Damages: Failure on the part of the Contractor to provide satisfactory service on a timely manner will subject Contractor to liquidated damages as follows:

In event Contractor fails to perform the service as specified in this RFP, the parties to the Contract shall agree that County will sustain damages. Furthermore, since it is and will be extremely difficult and impractical to determine actual damage that may be sustained by County, it shall be agreed that the amount of liquidated damages to be paid by Contractor to County will be \$.05 per letter plus reimbursement of any printing and postage cost paid by the County for the subject pieces. For this Contract, liquidated damage shall apply when there is an error involving 100 or more letters from a single mailing and/or when the letters are mailed after the targeted mailing date. Liquidated damages will include the amount of any fines that the County may be assessed from regulatory bodies. Such amount will be the actual cash value agreed upon as the loss to the County resulting from the Contractor's default.

Changes to Proposal: The County retains the right to negotiate changes in a proposal by any bidder, and/or reject any or all proposals if none of the submittals are responsive to the County's needs.

Estimated Quantities: Quantities and/or expenditures shown are merely estimates. The County does not guarantee to purchase a minimum quantity or to purchase any remaining stock that Contractor may have acquired in support of the contract.

Terms of Sale: Terms of sale may include a cash discount; however, a minimum of "Net 30 days" will be required for this RFP/award.

Cash Discounts: Cash discounts of less than thirty (30) days and cash discounts offered for invoices paid by the 10th of the month following the invoice will be considered as "Net 30 days" in the calculation of lowest bid.

FOB Point: The FOB point shall be FOB destination, freight allowed.

Minimum Order Requirements: Minimum order or other restrictions must be clearly indicated in your proposal response. Nevertheless, the County may reject high minimum order requirements. Exceptions will only be made, if space is available and savings warrant the exception.

Licenses and Permits: Contractor shall obtain and keep in effect at all times during the duration of the contract, any licenses and permits necessary for the Contractor's operations. All such costs shall be at the Contractor's expense.

Health and Safety: Contractor shall plan and conduct work in a manner that will safeguard all persons from injury and shall take all precautions as required by California Department of Industrial Relations and Cal-OSHA (California-Occupational Safety and Health Administration).

Hazardous Materials: All materials subject to the requirements of the State of California, Code of Regulations, Title 8, Article 109, section 5194 must be identified.

Safety Data Sheet: It is required by law that all hazardous materials be accompanied with a safety data sheet at time of delivery.

Correspondence: Contractor shall respond to all inquiries and complaints expeditiously in a professional manner. Correspondence by e-mail is preferred. The issuing officer shall be copied in the correspondence regarding significant issues.

Termination upon Unsatisfactory Performance: Whenever, in the opinion of the County, the said service is not satisfactory, the Contractor shall be advised of the reasons in writing. If the Contractor fails to correct the unsatisfactory condition(s) immediately, the County may declare the Contractor in default, terminate the contract, and replace the contract with a different provider.

Notwithstanding any provision to the contrary, County shall have no obligation to give the Contractor more than two (2) notices of unsatisfactory performance regarding the same or similar problem. If Contractor fails again to perform the services pursuant to the contract, County may declare the Contractor in default, terminate the contract, and replace the contract with a different provider. Additionally, Contractor and/or surety may be held liable and may be assessed any and all costs for the re-procurement of the contracted services.

Force Majeure: Contractor will not be held liable for failure or delay in the fulfillment of conditions of purchase if hindered or prevented by flood, fire, strikes, or a force beyond the control of Contractor.

Payment of Damages: In event Contractor becomes liable for liquidated damages, County, in addition to all other remedies provided by law, shall have the right to withhold any and all payments from which would otherwise be or become due to the Contractor until the liability of Contractor is finally determined. County shall have the right to use and apply such payments, in whole or in part, to reimburse County for all liquidated damages due or to become due to County. Any remaining balance of such payments shall be paid to Contractor only after discharge in full of all liability incurred by Contractor under this section or otherwise. If the sum retained by County is not sufficient to discharge all such liabilities of Contractor, Contractor shall remain liable to County until all such liabilities are satisfied in full. No failure by County to withhold any payment as specified shall in any manner be construed to constitute a waiver to any right of liquidated damages or any right to any such sum.

Changes: Should County request any deviations, additions or deletions of the items specified on the contract, it shall be at liberty to do so. Such alterations shall not make void the contract, but shall be added to or be deducted from the agreed amount, as the case may be, by a fair and reasonable valuation, and upon mutual agreement of the parties.

Unrestricted Quantities: The County is not limited to purchase all of its requirements from any contract resulting from this RFP/award.

Subcontracting: Performance of the work may not be subcontracted except upon consent of the County; and, no such subcontracting will be permitted if it would relieve the original contractor or his surety of their responsibilities under the contract.

Non-recognition of Subcontractors: No subcontractor will be recognized as such, and all persons engaged in the work under the contract will be considered as employees of the Contractor, and their work shall be subject to all provisions of the contract. The County and its representatives will deal only with the Contractor, who is responsible for the proper execution of the work.

Toll-free Telephone Number: In the event the successful Contractor's place of business is located out of the local telephone dialing area of 916, a toll-free telephone number shall be provided or Contractor shall agree to accept collect calls from the County.

Indemnification: For work or services provided under the contract that are not professional services, Contractor shall indemnify, defend, and hold harmless County, its officers, directors, officials, employees and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the contract, regardless of whether caused in part by a party indemnified hereunder, except for loss caused by the sole negligence of County, its officers, directors, officials, employees and volunteers.

For professional services provided under the contract, Contractor shall defend, indemnify and hold harmless County, its officers, directors, officials, employees and volunteers from and against any and all demands, claims, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the negligent performance of professional services provided under the contract.

Audits and Records: Upon County's request, County or its designee shall have the right at reasonable times and intervals to audit, at Contractor's premises, Contractor's financial and program records as County deems necessary to determine Contractor's compliance with legal and contractual requirements and the correctness of claims submitted by Contractor. Contractor shall maintain such records for a period of four years following termination of contract, and shall make them available for copying upon County's request at County's expense.

Drug-free Workplace: In submitting a Request for Quotation/Bid/Proposal, Contractor certifies that its place of business provides a drug-free workplace and has:

- 1) Published a "Drug-free Workplace" statement notifying employees that the manufacture, distribution, dispensing, possession or use of a controlled substance or other unlawful drug or alcohol is prohibited in the Contractor's workplace and specified the actions that will be taken against employees for violations of such prohibition.
- 2) Established a Drug-free Awareness Program to inform employees about:
 - a) The dangers of drug and alcohol abuse in the workplace.
 - b) The Contractor's policy of maintaining a drug-free workplace.
 - c) Any available drug counseling, rehabilitation, and employee assistance program.
 - d) Penalties that may be imposed upon employees for drug and alcohol abuse violations occurring in the workplace.
- 3) Notified employees that as a condition of employment, employees will be expected to abide by terms of the statement and be given an individual copy of the Contractor's "Drug-free Workplace" statement.

Nondiscrimination: Contractor shall not discriminate in the provision of services because of color, race, creed, national origin, religion, sex, sexual orientation, age, physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d), American with Disabilities Act (42 U.S.C. Section 12131 et seq.), and other applicable laws requiring no discrimination.

Non-assignment: Contractor shall neither assign nor subcontract any part of the services under the contract without prior written consent of the County.

Contractor Not an Agent: Except as the County may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied pursuant to the contract to bind the County to any obligation whatsoever.

Compliance with all Laws: Contractor shall observe and comply with all applicable Federal, State and County laws, regulations and ordinances.

Governing Laws and Jurisdiction: This contract is deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this contract shall be brought in Sacramento County, California.

In Writing: Oral communications with County employees about this Request for Quotation/Bid/Proposal will not be binding on the County, and will not excuse Contractor from any obligation set forth herein. No modifications or amendment to the Request for Quotation/Bid/Proposal will be valid unless it is set forth in writing – via a signed addendum by the issuing officer.

Prior Agreements: This contract constitutes the entire agreement between County and Contractor regarding the subject matter of this contract. Any prior agreements, whether oral or written, between County and Contractor regarding the subject matter of this contract are hereby-terminated effective immediately upon full execution of this contract. No modification or amendment to this contract shall be valid unless it is set forth in writing between the parties hereto.

Independent Contractor:

- 1) It is understood and agreed that Contractor (including Contractor's employees) is an independent Contractor and that no relationship of employer-employee exists between the parties hereto. Contractor's assigned personnel shall not be entitled to any benefits payable to employees of County. County is not required to make any deductions or withholdings from the compensation payable to Contractor under the contract; and, as an independent Contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists due to the contract.
- 2) It is further understood and agreed by the parties hereto that Contractor in the performance of its obligation hereunder is subject to the control or direction of County as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by Contractor for accomplishing the results.
- 3) If, in the performance of the contract, Contractor employs any third persons, such person shall be entirely and exclusively under the direction, supervision, and control of Contractor. Contractor shall determine all terms of employment; this includes hours, wages, working conditions, discipline, hiring, discharging, and any other terms of employment and/or requirements of law.
- 4) It is further understood and agreed that as an independent Contractor and not an employee of County, neither the Contractor nor Contractor's assigned personnel shall have any entitlement as a County employee, right to act on behalf of County in any capacity whatsoever as agent, nor to bind County to any obligation whatsoever.
- 5) It is further understood and agreed that Contractor must issue W-2 and 941 Forms for income and employment tax purposes, for all of Contractor's assigned personnel under the contract.

Responsibility of Independent Contractor: Contractor as an independent contractor, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contribution Act, the Federal Unemployment Tax Act, Federal Social Security Act, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for Social Security or Unemployment Compensation or other taxes or penalties arising or levied

by reason of the employment of such persons, and shall be responsible for the collection and remittance of any taxes so levied, upon Contractor, on account of the persons employed by Contractor.

Invoicing: (Instructions for Sacramento County only, except provision #4 applies to all counties)

1) Send invoices to:

County of Sacramento
Department of Human Assistance
Attention: Accounts Payable – CalWIN
2433 Marconi Ave
Sacramento CA 95821-4807

- 2) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; "bill to" and "ship to" addresses; contract shipping order number (CSO#); quantities; item descriptions, unit prices and extensions; applicable sales/use tax; and an invoice total.
- 3) Before supplying any goods or services to the County, the vendor must obtain a Contract Shipping Order Number (CSO#) from the ordering department. A CSO# is an authorized release (similar to a Purchase Order Number) against the contract and shall be provided in written form. "Verbal" orders are not acceptable. For a CSO# to be considered valid, it must be within the scope of this contract and be consistent with its pricing, terms and conditions. The CSO# must be referenced on all documents related to the order (packing slips, invoices, etc.). Failure to obtain a CSO# may result in the delay or non-payment of the invoice.
- 4) Invoices shall be rendered in arrears with terms of Net 30. Postage advance invoices will be billed weekly, monthly, or quarterly based on each County's preference. It is preferred that Contractor submits a monthly summary invoice. Summary invoices shall contain supporting data and documentation such as attaching individual work orders (See sample work order in Appendix T – Sample Work Order) for that billing period.
- 5) Invoice discrepancies shall be handled in a professional, courteous, and expeditious manner.
- 6) In the State of California, government agencies are not allowed to pay excess interest and late charges. Pursuant to Government Code Section 926.10, interest or late charges shall not exceed six percent per annum. Such charges commence the 61st day from the receipt date of the original undisputed invoice.



CIVIL SERVICE COMMISSION

CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE
MAYOR

Sent via Electronic Mail

June 24, 2014

SCOTT R. HELDFOND
PRESIDENT

E. DENNIS NORMANDY
VICE PRESIDENT

DOUGLAS S. CHAN
COMMISSIONER

KATE FAVETTI
COMMISSIONER

GINA M. ROCCANOYA
COMMISSIONER

JENNIFER C. JOHNSTON
EXECUTIVE OFFICER

NOTICE OF CIVIL SERVICE COMMISSION ACTION

SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACTS NUMBERS 46791-13/14, 49377-13/14, 46974-13/14, 40525-13/14, 47803-13/14, 47911-13/14, 49509-13/14, 42163-13/14, 42385-13/14, 47609-13/14, 48143-13/14, 44299-13/14, 2003-08/09, 2005-08/09, 4047-13/14, 4136-08/09, 4055-10/11, 4133-08/09 AND 4098-02/03.

At its meeting of **June 16, 2014** the Civil Service Commission had for its consideration the above matter.

The Commission took the following actions:

- 1) Approved PSC #47083-13/14, with the condition that the Department of Public Health work with the Executive Officer to amend the PSC Form 1 to expand on the justification for contracting out, to be clear that it will not result in any displacements, and to correct the reference to the prior PSC under which those or related services were previously contracted out.
- 2) Approved PSC #42163-13/14, with the condition that the Public Utilities Commission work with the Executive Officer to amend the PSC Form 1 to expand on the definition of the scope of work being contracted out.
- 3) Approved PSC #42385-13/14, with the proviso that the Public Utilities Commission amends the description on the PSC Form 1 to make it clear that the request is for a contractor to provide on-site training and specialized work (not to provide laborer worker to avoid hiring laborers)
- 4) Conditionally approved PSC #2003-08/09, provided that the Human Services Agency and the employee organization (SEIU, Local 1021) continue their discussions on the PSC, and provided that the Human Services Agency submits a written report to the Commission by October 2014 on those discussions.
- 5) Approved PSC #4047-13/14, on the condition that the Municipal Transportation Agency works with the Executive Officer to update the PSC Form 1 to include information on why the contract was extended out further than originally anticipated.

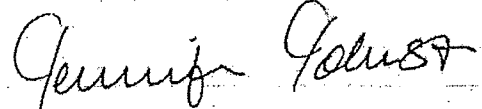
6) Approved PSC #4133-08/09; on the condition that the Department of Public Health amends PSC Form 1 to clearly define the description of work being contracted out, and that it continues discussions with the affected union(s).

7) Approved the request for all remaining PSCs (PSC numbers 46791-13/14, 49377-13/14, 46974-13/14, 40525-13/14, 47911-13/14, 49509-13/14, 47609-13/14, 48143-13/14, 44299-13/14, 2005-08/09, 4136-08/09, 4055-10/11, and 4098-02/03).

8) Adopted the report; notified the Office of the Controller and the Office of Contract Administration.

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

CIVIL SERVICE COMMISSION



JENNIFER JOHNSTON
Executive Officer

Attachment

Cc: Parveen Boparai, Municipal Transportation Agency
David Curto, Human Service Agency
Cynthia Hamada, Municipal Transportation Agency
Jacquie Hale, Department of Public Health
Lavena Holmes, San Francisco Port Commission
Shamica Jackson, Public Utilities Commission
Greg Kato, Treasurer & Tax Collector Office
Stacey Lo, Public Utilities Commission
Danny Yeung, City Planning Department
Ben Rosenfield, Controller's Office
Jaci Fong, Contract Administration
Commission File
Chron

Posting for June 16, 2014

Proposed Personal Services Contract

Modification to Increase/Decrease Contract Amount/Duration

PSC No	Dept Description	Type of Approval	Modified Amount	Cumulative Amount	Description of Work	Modified Date	Cumulative Date
2003-08/09	HUMAN SERVICES	CONTINUED	\$0.00	\$160,000,000.00	Multiple contractors provide childcare services to low-income and CalWORKs families through partnerships with other state licensed providers in various identified target neighborhoods.	07/01/2014 - Continued	01/05/2009 - Continued
2005-08/09	HUMAN SERVICES	CONTINUED	\$0.00	\$38,500,000.00	Provide outreach, counseling, employment services, vocational training, work readiness, referral and placement services, job retention support and follow-up to CalWORKs and PAES (Personal Assisted Employment Services) and other low-income individuals seeking employment.	07/01/2014 - Continued	07/01/2009 - Continued
4047-13/14	MUNICIPAL TRANSPORTATION AGENCY	REGULAR	\$200,000.00	\$400,000.00	The consultant will provide strategic communications advice, and develop and produce an umbrella campaign that conveys a comprehensive story about the San Francisco Municipal Transportation Agency (SFMTA), its services and the value it provides to San Francisco's transportation systems. The consultant will produce a comprehensive marketing campaign that includes dynamic and creative digital, print and video ads within a short timeframe.	5/20/2014 - 06/30/2016	11/18/2013 - 06/30/2016
4136-08/09	MUNICIPAL TRANSPORTATION AGENCY	REGULAR	\$4,500,000.00	\$9,500,000.00	The SFMTA's Advanced Train Control System ("ATCS") is a proprietary system that was supplied to the SF Municipal Transportation Agency (SFMTA) by Thales Transport & Security, Inc. ("Contractor" or "Thales") on August 10, 1992. The SFMTA seeks to secure the reliability of the ATCS for its design life by obtaining maintenance support services, including remote support, notification & provision of Software Updates & Software Upgrades, bi-annual support visits, emergency on-site support, ATCS asset evaluations and training, from the ATCS vendor. Please see the Board Resolution #09-071 for the duration of 5 years or more explanation. Resolution provides the option to extend the contract for an additional five years.	05/09/2014 - 05/04/2019	05/04/2009 - 05/04/2019

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: HUMAN SERVICES Dept. Code: DSS

Type of Request: Initial Modification of an existing PSC (PSC # 2005-08/09)

Type of Approval: Expedited Continued (Omit Posting)

Type of Service: Employment and Support Services for CalWORKs, PAES and other low-income participants

Funding Source: County (61%), State (34%), Feder

PSC Original Approved Amount: <u>\$38,500,000</u>	PSC Original Approved Duration: <u>07/01/2009 - continuous</u>
PSC Mod#1 Amount: <u>no amount added</u>	PSC Mod#1 Duration: <u>07/01/16 - continuous</u>
PSC Mod#2 Amount: <u>no amount added</u>	PSC Mod#2 Duration: <u>07/01/16 - continuous</u>
PSC Cumulative Amount Proposed: <u>\$38,500,000</u>	PSC Cumulative Duration Proposed: <u>07/01/2009 - continuous</u>

1. Description of Work

A. Scope of Work:

Provide outreach, counseling, employment services, vocational training, work readiness, referral and placement services, job retention support and follow-up to CalWorks and PAES (Personal Assisted Employment Services) and other low-income individuals seeking employment. Scope Change Contractors will provide community-based employment and other closely related services to recipients of CalWORKs, PAES (Personal Assisted Employment Services), General Assistance, CalFresh, Medi-Cal and other low-income individuals seeking employment including: 1) vocational training; 2) job readiness/resources such as legal assistance; 3) services for job placement and retention such as wage subsidies 4) behavioral health treatment, domestic violence services and family stabilization, 5) youth employment; and 6) technical assistance and specialized consulting services to improve the outcome of these employment services

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

This service is necessary in order to provide CalWorks and PAES participants entry employment and workforce development opportunities. Consequences of denial would increase welfare dependency and reduce self-sufficiency

C. Has this service been provided in the past. If so, how? If the service was provided via a PSC, provide the most recently approved PSC # and upload a copy of the PSC.
2005-08/09

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

2. Union Notification: On 06/24/16, the Department notified the following employee organizations of this PSC/RFP request: all unions were notified

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 2005-08/09

Civil Service Commission Action:

DHR Analysis/Recommendation:

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

Requires skills and expertise in job readiness, training, placement and retention specifically designed to target this population

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

9704,9705,9706,

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

The contractors will provide training facilities, on-the-job training sites and job training equipment and materials

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

Civil service employees refer the clients to the contractors for specialized and comprehensive employment training services, job readiness, training, placement and retention services to low-income individuals seeking economic self-sufficiency.

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

No. The civil service classes that exist perform aspects of this service, but also need the ability to refer the clients to the contractors for job readiness, training, retention and placement in order to provide the cultural competency necessary for the successful placement and retention

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

YES NO

- | | | |
|--|-------------------------------------|-------------------------------------|
| A. Will the contractor directly supervise City and County employee? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| B. Will the contractor train City and County employee? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| C. Are there legal mandates requiring the use of contractual services? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| D. Are there federal or state grant requirements regarding the use of contractual services? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| E. Has a board or commission determined that contracting is the most effective way to provide this service? Board of Supervisors, ordinance 185-95 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? Multiple Vendors | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

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

ON 06/24/16 BY:

Name: John Tsutakawa Phone: 415-557-6299 Email: david.curto@sfgov.org

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

CalWIN Correspondence Previous Contract

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

**Agreement between the City and County of San Francisco and
Document Fulfillment Services**

This Agreement is made this 1st day of July, 2015, in the City and County of San Francisco, State of California, by and between: **Document Fulfillment Services, 2930 Ramona Avenue #100, Sacramento, CA 95826**, hereinafter referred to as "Contractor," and the City and County of San Francisco, a municipal corporation, hereinafter referred to as "City," acting by and through its Director of the Office of Contract Administration or the Director's designated agent, hereinafter referred to as "Purchasing."

Recitals

WHEREAS, the San Francisco Human Services Agency ("Department") wishes to **contract in the amount of \$2,343,980 for CalWorks and ACA outreach to low-income individuals**; and,

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

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract number **2005-08/09 on June 16, 2014**;

Now, THEREFORE, the parties agree as follows:

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

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

2. **Term of the Agreement.** Subject to Section 1, the term of this Agreement shall be from **July 1, 2015 to June 30, 2017.**

3. **Effective Date of Agreement.** This Agreement shall become effective when the Controller has certified to the availability of funds and Contractor has been notified in writing.

4. **Services Contractor Agrees to Perform.** The Contractor agrees to perform the services provided for in Appendix A, "Description of Services," attached hereto and incorporated by reference as though fully set forth herein.

5. **Compensation.** Compensation shall be made in monthly payments on or before the last day of each month for work, as set forth in Section 4 of this Agreement, that the Executive Director, in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed **\$2,343,980 (Two Million, Three Hundred Forty Three Thousand, Nine Hundred Eighty dollars)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the Department as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

The amount of the Contract Funds disbursed hereunder shall not exceed **Two Million, Three Hundred Forty Three Thousand, Nine Hundred Eighty dollars (\$2,343,980)** for the period from **July 1, 2015 to June 30, 2017**, plus any contingent amount authorized by City and certified as available by the Controller.

Contingent amount: Up to **Two Hundred Thirty Four Thousand, Three Hundred Ninety Eight Dollars (\$234,398)** for the period **July 1, 2015 to June 30, 2017**, may be available, in the City's sole discretion, as a contingency subject to authorization by the City and certified as available by the Controller.

The maximum amount of Contract Funds disbursed hereunder shall not exceed **Two Million, Five Hundred Seventy Eight Thousand, Three Hundred Seventy Eight dollars (\$2,578,378)** for the period from **July 1, 2015 to June 30, 2017.**

6. **Guaranteed Maximum Costs.** The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by laws governing emergency procedures, officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law. Officers and employees of the City are not authorized to offer or promise, nor is the City required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

7. **Payment; Invoice Format.** Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, and must include a unique invoice number. All amounts paid by City

to Contractor shall be subject to audit by City. Payment shall be made by City to Contractor at the address specified in the section entitled "Notices to the Parties."

8. Submitting False Claims; Monetary Penalties. Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

9. Disallowance. If Contractor claims or receives payment from City for a service, reimbursement for which is later disallowed by the State of California or United States Government, Contractor shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset the amount disallowed from any payment due or to become due to Contractor under this Agreement or any other Agreement. By executing this Agreement, Contractor certifies that Contractor is not suspended, debarred or otherwise excluded from participation in federal assistance programs. Contractor acknowledges that this certification of eligibility to receive federal funds is a material terms of the Agreement.

10. Taxes.

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

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

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

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

3) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and

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

15. Insurance

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

- 1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and
- 2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and
- 3) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- 4) Technology Errors and Omissions Liability coverage, with limits of \$1,000,000 each occurrence and each loss, and \$2,000,000 general aggregate. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of services defined in the contract and shall also provide coverage for the following risks:
 - (a) Liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form;
 - (b) Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and
 - (c) Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to the City's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

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

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

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

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

d. All policies shall provide ten days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in the "Notices to the Parties" section.

e. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

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

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

h. Before commencing any operations under this Agreement, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

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

j. (Reserved)

16. Indemnification. Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except where such

loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City. In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter. Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement. Contractor shall also indemnify, defend, and hold City harmless from all suits or claims or administrative proceedings for breaches of federal and/or state law regarding the privacy of personally identifying information, personal health information, electronic records, or related topics, arising directly or indirectly from Contractor's performance of this Agreement, except where such breach is the result of the active negligence or willful misconduct of City.

17. Incidental and Consequential Damages. Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

18. Liability of City. CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 5 (COMPENSATION) OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

19. Reserved. (Liquidated damages)

20. Default; Remedies.

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

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

- | | |
|---|---------------------------------------|
| 8. Submitting False Claims; Monetary Penalties | 37. Drug-free workplace policy |
| 10. Taxes | 53. Compliance with laws |
| 15. Insurance | 55. Supervision of minors |
| 24. Proprietary or confidential information of City | 57. Protection of private information |
| 30. Assignment | 63. Protected Health Information |

2) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of ten days after written notice thereof from City to Contractor.

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

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

b. On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement.

c. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

21. Termination for Convenience

a. City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor 30 day written notice of termination. The notice shall specify the date on which termination shall become effective.

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

1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by City.

2) Not placing any further orders or subcontracts for materials, services, equipment or other items.

- 3) Terminating all existing orders and subcontracts.
- 4) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- 5) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.
- 6) Completing performance of any services or work that City designates to be completed prior to the date of termination specified by City.
- 7) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

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

- 1) The reasonable cost to Contractor, without profit, for all services and other work City directed Contractor to perform prior to the specified termination date, for which services or work City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for services or other work. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.
- 2) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.
- 3) The reasonable cost to Contractor of handling material or equipment returned to the vendor, delivered to the City or otherwise disposed of as directed by the City.
- 4) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or credited to City, and any other appropriate credits to City against the cost of the services or other work.

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

e. In arriving at the amount due to Contractor under this Section, City may deduct: (1) all payments previously made by City for work or other services covered by Contractor's final invoice; (2) any claim which City may have against Contractor in connection with this Agreement; (3) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d); and (4) in

instances in which, in the opinion of the City, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.

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

22. Rights and Duties upon Termination or Expiration.

This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement:

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|---|--|
| 8. Submitting false claims | 26. Ownership of Results |
| 9. Disallowance | 27. Works for Hire |
| 10. Taxes | 28. Audit and Inspection of Records |
| 11. Payment does not imply acceptance of work | 48. Modification of Agreement |
| 13. Responsibility for equipment | 49. Administrative Remedy for Agreement Interpretation |
| 14. Independent Contractor; Payment of Taxes and Other Expenses | 50. Agreement Made in California; Venue |
| 15. Insurance | 51. Construction |
| 16. Indemnification | 52. Entire Agreement |
| 17. Incidental and Consequential Damages | 56. Severability |
| 18. Liability of City | 57. Protection of private information |
| 24. Proprietary or confidential information of City | 63. Protected Health Information |

Subject to the immediately preceding sentence, upon termination of this Agreement prior to expiration of the term specified in Section 2, this Agreement shall terminate and be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City. This subsection shall survive termination of this Agreement.

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

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

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

To City: Office of Contracts Management, G000
Human Services Agency
P.O. Box 7988
San Francisco, CA 94120-7988

Fax: (415) 557-5679

To Contractor: Steven Shill
General Manager/Owner
2930 Ramona Ave., Suite 100
Scaramento, CA 95826
(916) 374-9002

sshill@dfsmail.com

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

26. Ownership of Results. Any interest of Contractor or its Subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors in connection with services to be performed under this Agreement, shall become the property of and will be transmitted to City. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

27. Works for Hire. If, in connection with services performed under this Agreement, Contractor or its subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the City. If it is ever determined that any works created by Contractor or its subcontractors under this Agreement are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such works to the City, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the City, Contractor may retain and use copies of such works for reference and as documentation of its experience and capabilities.

28. Audit and Inspection of Records. Contractor agrees to maintain and make available to the City, its employees and authorized representatives, and its Federal and State funders, during regular business hours, accurate books and accounting records relating to its work under this Agreement. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the

subject matter of this Agreement shall have the same rights conferred upon City by this Section. Single Audit Requirements: Contractors that expend \$500,000 or more in a year from any and all Federal awards shall have a single audit conducted in accordance with OMB Circular A-133. Contractors that expend less than \$500,000 a year in Federal awards are exempt from the single audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal Agency, pass-through entity and General Accounting Office.

29. Subcontracting. Contractor is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by City in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

30. Assignment. The services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement.

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

32. Consideration of Criminal History in Hiring and Employment Decisions.

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

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

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

d. Contractor or Subcontractor shall not inquire about, require disclosure of, or if such information is received base an Adverse Action on an applicant's or potential applicant for employment, or employee's: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other

adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

e. Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection 32(d), above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

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

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

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

33. Reserved (Local Business Enterprise Utilization; Liquidated Damages)

34. Nondiscrimination; Penalties.

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

b. **Subcontracts.** Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

c. **Nondiscrimination in Benefits.** Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and

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

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

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

35. **MacBride Principles—Northern Ireland.** Pursuant to San Francisco Administrative Code §12F.5, the City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Contractor acknowledges and agrees that he or she has read and understood this section.

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

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

38. **Resource Conservation.** Chapter 5 of the San Francisco Environment Code ("Resource Conservation") is incorporated herein by reference. Failure by Contractor to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract.

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

Division 21-100 Nondiscrimination in State and Federally Assisted Programs require that Contractors administer their program(s) in a nondiscriminatory manner and in compliance with civil rights obligations and to accommodate non-English-speaking or limited-English-proficient individuals and individuals with disabilities or impairments. At a minimum, contractors must provide the following:

- Procedures for informing clients of their civil rights;
- Policies and procedures for handling complaints filed with or against a Contractor;
- Policies and procedures that ensure Contractor's accommodate individuals with hearing impairments, visual impairments and other disabilities;
- Policies and procedures that ensure that Contractors provide appropriate language services, including a breakdown of bilingual/interpreter staff and a description of how written information is communicated to non-English speaking clients; and
- Policies and procedures for ensuring that Contractor staff are adequately trained in the requirements of Division 21 (<http://www.dss.cahwnet.gov/getinfo/pdf/3cfcman.pdf>)

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

41. Public Access to Meetings and Records. If the Contractor receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Contractor shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Contractor agrees to open its meetings and records to the public in the manner set forth in §§12L.4 and 12L.5 of the Administrative Code. Contractor further agrees to make-good faith efforts to promote community membership on its Board of Directors in the manner set forth in §12L.6 of the Administrative Code. The Contractor acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Contractor further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

42. Limitations on Contributions. Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that

Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide to City the names of each person, entity or committee described above.

43. Requiring Minimum Compensation for Covered Employees.

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

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

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

d. Contractor shall maintain employee and payroll records as required by the MCO. If Contractor fails to do so, it shall be presumed that the Contractor paid no more than the minimum wage required under State law.

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

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

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

shall be exercisable individually or in combination with any other rights or remedies available to the City.

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

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

44. Requiring Health Benefits for Covered Employees.

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

k. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

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

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

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

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

- f. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.
- g. Contractor shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.
- h. Contractor shall keep itself informed of the current requirements of the HCAO.
- i. Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.
- j. Contractor shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least ten business days to respond.
- k. Contractor shall allow City to inspect Contractor's job sites and have access to Contractor's employees in order to monitor and determine compliance with HCAO.
- l. City may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City when it conducts such audits.
- m. If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with City to reach \$75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the City to be equal to or greater than \$75,000 in the fiscal year.

45. **First Source Hiring Program**

a. **Incorporation of Administrative Code Provisions by Reference.**

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

b. **First Source Hiring Agreement.**

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

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

or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

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

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

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

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

6) Set the term of the requirements.

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

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

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

c. **Hiring Decisions.**

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

d. **Exceptions.**

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

e. **Liquidated Damages.**

Contractor agrees:

- 1) To be liable to the City for liquidated damages as provided in this section;
- 2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;
- 3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.
- 4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;
- 5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:
 - (a) The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and
 - (b) In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the

average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;

Therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

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

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

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

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

49. Administrative Remedy for Agreement Interpretation.

a. **Negotiation; Alternative Dispute Resolution.** The parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement by negotiation. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. If agreed by both parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. Neither party will be entitled to legal fees or costs for matters resolved under this section.

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

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

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

52. Entire Agreement. This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This contract may be modified only as provided in Section 48, "Modification of Agreement."

53. Compliance with Laws. Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

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

55. Reserved. (Supervision of Minors)

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

57. Protection of Private Information.

a. **Personal Information.** Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3,

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

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

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

58. Graffiti Removal. Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti. Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within forty eight (48) hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art

Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

Any failure of Contractor to comply with this section of this Agreement shall constitute an Event of Default of this Agreement.

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

60. Reserved. (Slavery era disclosure)

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

62. Dispute Resolution Procedure. The following Dispute Resolution Procedure provides a process to resolve any disputes or concerns relating to the administration of an awarded professional services contract or contract between the City and County of San Francisco and nonprofit health and human services contractors. Contractors and City staff should first attempt to come to resolution informally through discussion and negotiation with the designated contact person in the department. If informal discussion has failed to resolve the problem, contractors and departments should employ the following steps:

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

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

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

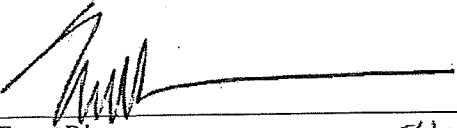
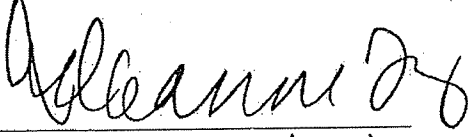

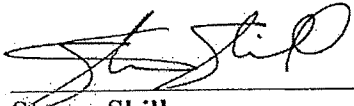
In addition to the above process, contractors have an additional forum available only for disputes that concern implementation of the thirteen policies and procedures recommended by the Nonprofit Granting Task Force and adopted by the Board of Supervisors. These recommendations are designed to improve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

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

64. Additional Requirements for Federally-Funded Awards

- 1)The Contractor shall establish a Dun and Bradstreet (D&B) Data Universal Numbering System (DUNS) number as a universal identifier as per 2 CFR Part 25.
- 2)The Contract Agreement is subject to 2 CFR Part 175, Award Term for Trafficking in Persons. Federal funding under this Contract Agreement may be terminated without penalty if the Contractor
 - a. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - b. Procures a commercial sex act during the period of time that the award is in effect; or
 - c. Uses forced labor in the performance of the award or subawards under the award.

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

CITY	CONTRACTOR
<p>Recommended by:</p>  <hr/> <p>Trent Rhorer Executive Director Department of Human Services</p> <p style="text-align: right;">8/31/15</p>	<p>Document Fulfillment Services</p> <p>By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.</p>
<p>Approved as to Form:</p> <p>Dennis J. Herrera City Attorney</p> <p>By: <hr/><p>Adrienne Tong Deputy City Attorney</p><p style="text-align: right;">7/29/15</p></p>	<p>I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.</p>
<p>Approved:</p>  <hr/> <p>Jaci Fong Director of the Office of Contract Administration, and Purchaser</p> <p style="text-align: right;">Date</p>	 <hr/> <p>Steven Shill President / CEO 2930 Ramona Ave., Suite 100 Sacramento, CA 95826 (916) 374-9002</p> <p>City vendor number: 69686</p> <p>Federal Employer ID-Number: 37-1443695</p>

Appendices

- A: Services to be Provided
- B: Calculation of Charges
- C: Method of Payment

Appendix A - Services to be Provided

Document Fulfillment Services

7/1/2015 – 6/30/2017

Purpose

To provide CalWIN Client Correspondence printing and mailing services that facilitate the receiving and processing of data from DVDs provided by Hewlett Packard (HP) in Rancho Cordova, California, to provide a complete solution for all operations related to printing and mailing of the client correspondence; including provisions for envelopes stuffing services and being able to upgrade operations to facilitate receiving data via high speed data transmission in the future. The data format on the DVDs is in PCL5 format.

General Specifications:

The CalWIN system produces output in a number of different ways. Some reports are produced on-demand (user-initiated) at the county sites. Others, such as warrant files, result in data files that are sent directly to the counties for processing in the counties. Client correspondence is batched together for processing, and is the only output intended for DFS to process by this agreement.

There are several types of client correspondence printed under this agreement. All subject documents are produced for mailing out to CCSF HSA clients. Documents are single or double sided, may require that a duplicate copy be sent, may require that the data be scanned and barcodes or 2D coding printed on the output such that documents addressed to the same recipient be mailed together, and may require that return envelopes or other special items on a regular or as needed basis be stuffed with them. These different types of output will be described more fully in the sections that follow.

Definitions:

County – The City and County of San Francisco Department of Human Services: a duly organized public entity. They may also be used as pronouns for various subsets of the County organization, including, as the context will indicate.

CCSF DHSA -- The City and County of San Francisco Department of Human Services aka County

Purchasing – The City and County of San Francisco Office of Contract Administration, Contract & Purchasing Services Division of the Department of General Services

DFS -- Document Fulfillment Services, 2930 Ramona Ave #100, Sacramento, CA 95826

CalWIN – CalWORKs Information Network computer system developed and operated by Hewlett Packard from which output will be produced for printing, merging, and mailing.

USPS – United States Postal Service

PCL5 – Print Control Language level 5.

HP Hewlett Packard is the vendor developing and operating CalWIN out of its Rancho Cordova, California operations site.

Technical Services Requirements

Under this agreement, DFS will provide a number of required items and services. The list of required products and services as triggered by the business/operational process are as follows:

1. A daily batch cycle will be run each night, seven days a week, and a merged output file for each county will be produced the following morning. This file will be available by 6:00 am. Refer to Attachment A for a description of the output that will be processed under the scope of the contract. DFS must be able to process data seven (7) days a week, 365 days a year; render, and deliver the output to the United States Postal Service (USPS) in time for next day delivery to the addressee located in San Francisco, California, unless other timeframes are mutually agreed upon by the County and DFS. There are other cycles that are run less frequently than daily. Some of these will have output as well.
2. At County option (to be specified at a later time), DFS must use USPS CASS certified address cleansing functionality. If any addresses are corrected or forwarded per address changes the client has on file with USPS, DFS will produce an electronic file and transmit it to the County on the day of mailing. This file will contain the old address and the corrected address along with the Case Name, CalWIN Case, Number, and Worker Number available in the HP PCL5 file header record for all address corrections or changes. Should there be a separate charge to the County for this service, DFS will provide pricing to the County.
3. Letters must be bar-coded and sorted for a 100% guarantee 3 digit rate utilizing US Post Office Intelligent Mail Barcode. Mailings will meet US Post Office quality requirements such that they can be certified by the US Postal Office to qualify for CASS Certification and receive the 3 digit rate.
4. Client correspondence that is created by the batch process is contained in multiple files of Printer Control Language 5 (PCL5) images. PCL5 images are used because the client correspondence is printed in up to 9 different

languages. These PCL5 images are sorted in client address order. DFS will process data formatted using Printer Control Language 5 (PCL5) images with images sorted in client address order. DFS will be cognizant of the fact that different clients may reside at the same address, and it is imperative that only correspondence of one recipient be mailed in an individual envelope. Merging and mailing correspondence from multiple clients in the same envelope is violation of confidentiality and forbidden by law.

5. DFS will process data in 9 different languages (English, Spanish, Vietnamese, Bosnian, Cantonese, Farsi, Hmong, Laotian, and Russian).
6. County data is transmitted via secure FTP. DFS will process data and have backup data available as stand-by for periods of disaster recovery after declaration of an emergency.
7. DFS will ensure accurate files are received from HP. This is required such that DFS can ensure compliance with mailing deadlines. DFS's Sacramento, California location is critical to minimize the time required to obtain DVDs in lieu of data transmission from HP in Rancho Cordova, California if the need arises.
8. DFS will secure and archive media for seven (7) years. The archiving is to be performed in accordance with State and local requirements. The current guideline is from the State Department of Social Services Records Retention All County Letter (ACL) No. 03-06 viewable at <http://www.dss.cahwet.gov/> DFS shall retain records for no less than the term of the contract and for a period of seven (7) years from termination of the contract.
9. CCSF HSA requires the potential for fulfilling requests for archived data within ten (10) business days of receipt of notification.
10. DFS will provide products and services, such as, materials (paper, envelopes, etc.) and processing (receiving and batching data, printing, folding, inserting, presorting, pickup/courier service for DVDs or their replacements from HP, delivery to USPS, etc. CCSF HSA will supply postal permit for return postage envelopes only.
11. DFS will invoice postage in detail directly to the County at the same discounted rate that is actually applied to the letters. County will maintain a 2 month revolving postage reserve account with DFS for mailing documents.
12. CalWIN documents are 8.5 inches by 11 inches, with most documents printed on both sides of the paper, from one page front and back, to

possibly ten or more pages including simplex printed pages. Occasionally, foreign language translations may not fit on the 8.5 inches x 11 inches sheet of paper as designated by CalWIN. DFS will print any overflow text on a separate sheet of paper and merge it with the rest of the mail set. Inserts (stuffers) can vary in size and are not produced by the CalWIN application and are not part of the PCL5 print file as delivered from HP. DFS will print stuffers at the request of CCSF HSA for insertion into the mail stream. Stuffers may be required only for specially defined mail sets as directed by CCSF HSA on an as needed basis (see Required Item of Service #14). A standard piece (two pages, mailing, and return envelopes), without additional inserts, should weigh only slightly more than 1/2-ounce. DFS must be able to process the job on 8.5" X11" paper as well as on paper of varying lengths. Refer to Attachment A.

13. Paper should be a minimum of 18# stock, OCR readable with recycled content. "Printed on recycled paper" shall be printed on all recycled-content paper and envelopes. Mailing envelopes will include pre-printed return address, necessary postal indicia, and include glassine address windows. DFS shall provide all paper stock, #10 double window envelopes, and #9 single window remittance envelopes as required.
14. A return envelope may sometimes be required, depending on the type of document. DFS must be able to include return envelopes and other inserts. Inserts must be selectively inserted in each document, triggered by information contained in the PCL5 non-op header section or by conditions set by the CCSF HSA. Any additional charge for these inserts must be billed separately to CCSF HSA. Inserts will be approved and scheduled by CCSF HSA. Insert (stuffer) size may vary.
15. DFS must have the ability to handle selective insertion of bi and tri folded stuffers in each document.
16. In the event that a client's correspondence set exceeds 3.5 ounce, DFS shall print the contents and insert the printed documents in a 9 x 12 inch envelope. The documents shall be inserted into the envelope without folding. Appropriate postage shall be applied based on USPS standards using the best possible rate.
17. DFS must also be able to disregard extra slip pages and ensure the insertion of no more than one slip page in each envelope.
18. DFS must be able to print both single and double-sided images and documents as specified in the PCL5 file.
19. DFS will print Barcodes or 2D coding on the documents for several purposes:

- To ensure mail sets for the same individual recipient at the same address are merged and inserted into the same envelope.
- To ensure documents addressed to different clients are not merged together and not mailed together in the same envelope.
- To facilitate the addition of stuffers and return envelopes,
- To allow the USPS to deliver the pieces (Intelligent Mail Barcode),
- To facilitate handling of return mail (for instance when return envelopes are enclosed)

20. DFS will provide duplicate copies of documents or images as requested.
21. DFS will provide an imaged representation of the documents when requested
22. Documents produced in monthly cycles may need to be held for later mailing. These may be mixed with other documents on peak days.
23. Duplicated, missing and misprinted documents and inserts and other errors must be identified and remedied before mailing.
24. Items must be mailed so that they are received by clients in San Francisco, California within 24 hours of mailing under normal circumstances. DFS shall request and retrieve the PCL5 print files on a daily basis unless otherwise specified by the CCSF HSA liaison; and DFS will obtain the file within 6 hours of the time HP makes the data available or electronic file transfer send operation is complete. DFS shall have completed the printing, merging, and envelope process described above in the Required Items and Services and have all mail sets ready for pickup by the USPS on the same day as pick up from HP of the PCL5 print file providing HP has made the data available for processing no later than 6:00 AM.

For each day HP is delayed past 6:00 AM in making the data available, or for each day HP is delayed in providing a replacement data past 6:00 AM, DFS will have one additional day to process and mail that days CalWIN client correspondence.

25. Any errors or variation must be reported to the CCSF HSA immediately.
26. Quality control measures must be inherent in the entire process spanning the breadth of the scope of this agreement. DFS will establish Quality Control procedures and employ appropriate staff to ensure a high degree of quality. CCSF HSA reserves the right to make onsite inspections with a 24-hour notice to ensure a high degree on quality in all phases of the end-to-end steps specified above in the Required Items of Service. DFS must conduct their print and mailing operations within 100 miles of San Francisco

such that CCSF HSA staff can make onsite visits to the DFS facility to ensure quality of the output.

27. A report including the date and time items were mailed, the unique batch identifier, the number of documents printed, items mailed, inserts included, and postage used must be sent to CCSF HSA daily at the completion of the process.

Appendix B – Calculation of Charges

**Document Fulfillment Services
7/1/2015 – 6/30/2017**

I. Contractor shall be paid according to the following fee schedule per 12 month period.

▪ Average of 974,471 documents per month x 12 @ \$0.0426 per image	= \$498,150
▪ Postage on envelopes over the 12-month period	= \$663,840
▪ Contingency costs, additional inserts and physical sizing of envelopes, address corrections and other	= \$10,000
	<hr/> <hr/>
Estimated per 12-month period	= \$1,171,990

Printing and Mailing Pricing Table:

Task	Cost
Laser Printing Price Per Image	\$ 0.0426
Additional Inserts by Machine Per 1,000 (shall include folding and inserting)	\$ 5.0000
Additional Inserts by Hand Per 1,000 (shall include folding and inserting)	\$10.0000
Produce CD or other media of letter image (Price per Image)	\$ 0.0030
IT Changes / Enhancements Per Hour	\$85.0000
Address Correction, Mail Forwarding, and a return file of address changes as a County option	\$ 0.0200

II. Budget

Estimated FY15/16 - 12-month period	\$1,171,990
Estimated FY16/17 - 12-month period	\$1,171,990
	<hr/>
Total Not to Exceed for 7/1/2015 – 6/30/2017	\$2,343,980

Appendix C – Method of Payment

- I. In accordance with Section 5 of the Contract Agreement, payments shall be made for actual costs incurred and reported for each month. Under no circumstances shall payment exceed the amount set forth in Section 5 Compensation of the Agreement.
- II. Contractor will submit all bills, invoices and related documentation in the format specified by SFHSA within 15 days after the month of service to SFHSA's web-based Contracts Administration, Reporting, and Billing Online (CARBON) system at: <https://contracts.sfhsa.org>

Contractor may submit bills, invoices and related documentation in the format specified by SFHSA via paper or email only upon special permission by their assigned Contract Manager.
- III. Contractor must sign up to receive payments electronically via Automated Clearing House (ACH). Remittance information will be provided through Paymode-X. Additional information and sign up is available at: <http://www.sfgov.org/ach>
- IV. The Executive Director or CFO must submit a letter of authorization designating specific users who will have access to CARBON to electronically submit and sign for invoices, budget revision requests, program reports, and view other information that is in CARBON.
 - A. Submittal of the invoice by designated authorized personnel with proper login credentials constitutes an electronic signature and certification of the invoice.
 - B. Authorized personnel with CARBON login credentials shall not share or internally reassign logins.
 - C. Contractor shall notify SFHSA Contract Manager immediately regarding any need for the restriction or termination of a previously authorized CARBON login.
- V. Invoices shall include actual expenditures incurred during the month, unless otherwise specified.
 - A. The invoice supplied shall include the total dollar amount claimed for the month.
 - B. There shall be no variance from the line item budget submitted which adversely affects program performance as contained in the Contractor's proposal and specified in the contract.
 - C. The invoice shall show by line item:
 1. Budgeted amount (per approved contract budget or modification)
 2. Expenses for invoice period
 3. Expenses year-to-date
 4. % of budget expended
 5. Remaining balance
 6. Adjustments, including advance payment recovery
 7. Program income when specified in the contract agreement.
 - D. Personnel expenditures will show same line item categories by position detail. Detail will show name of employee, position name, %FTE and budgeted salary.
 - E. With written approval from SFHSA Program/Contract Manager, Contractor may adjust items within the existing budget of the contract in accordance with SFHSA Office of Contract Management Policy for Budget Line Item Revisions.
 - F. Supporting Documentation, except as discussed below need not be submitted with the invoice. However, Contractor must keep and make available as requested such supporting documentation for all expenditures for which reimbursement is requested for all costs so claimed. Documentation shall include, but not be limited to, printout from the General Ledger of expenses and payroll records, and invoices from subcontractors (if

any) for the period of service regardless of dollar amount. All charges incurred shall be due and payable only after services have been rendered, except as stated otherwise. Supporting documentation must be uploaded into CARBON and submitted along with the invoice.

- Documentation should be submitted with the invoice for all payroll expenses paid to budgeted personnel for the period covered by the invoice. Payroll information can be from a payroll service or a payroll ledger from the Contractor's accounting system
- For any non-recurring expenditures (e.g. equipment purchases/capital upgrades and building repair and upgrades) and/or items that exceed \$5,000, Contractor shall supply back-up documentation in the form of a paid invoice(s).
- SFHSA shall pre-approve all non-reoccurring expenditures, in writing.
- Indirect costs shall not be applied to non-reoccurring expenses.

VI. Following SFHSA verification of submitted documentation and that claimed services are authorized and delivered satisfactorily, SFHSA will authorize payment within 10 business days after receipt of the invoice and all billing information set forth above submitted via CARBON.

VII. Within 45 days after the end of the contract period, Contractor shall submit a final report reflecting actual expenditures, which will be supported by the Contractor's accounting records. If a refund is due SFHSA, it will be submitted with the final report.

VIII. Advances or prepayments are allowable in order to meet the Contractor's cash flow needs in certain unique circumstances. The Agency, at its sole discretion, shall make available to the Contractor upon written request an advance amount not to exceed two (2) months or 1/6th of the total annualized contract award, or as mutually agreed upon. The advanced sum shall be deducted from the Contractor's monthly invoices at an equal rate each month that will enable repayment by the tenth month of the fiscal year. For a twelve-month contract, the rate of repayment of the advance will be 1/10th per month from July to April. Requests for advance payment will be granted on a case-by-case basis and are not intended to be a regular "automatic" procedure. Approval will be a consensus of Program and Contract Staff.

Once the contract is certified, the Contractor, prior to distribution of any advanced payment, must fulfill the following conditions:

1. All contractual compliance requirements must be current, i.e., reports submitted and approved, corrective actions resolved, business tax and insurance certificates in place, prompt and fully documented billings.
2. The Contractor shall submit a written request with a narrative justification that fully describes the unique circumstances to the Program Manager and Contract Manager for review and approval.
3. Final invoice from the preceding fiscal year must be received prior to advance distribution.

IX. Timely Submission of Reports – If reports/documents are required, Contractor shall submit these reports prior to submitting invoices. Failure to submit required reports/documents in the CARBON system by specified deadlines may result in withholding of contract payments.

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: Public Health Emergency Response Proprietary Application Maintenance Services

Funding Source: General Fund, Federal and State Grants PSC Duration: 10 years 4 weeks

PSC Amount: \$2,500,000

1. Description of Work

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

Maintain access to an existing proprietary web-based emergency response system that will support the Department's FirstWatch 911 Early Warning System, the ReddiNet Emergency Communication System and the PostCode RecordTrac application. These annual maintenance agreements will allow the Department access to the FirstWatch web-based emergency response services which include: a situational awareness dashboard, data surveillance, data visualization and early warning software systems; the ReddiNet web-based program, which allows access to a proprietary emergency medical communications network; and Emergency Department Status, Mass Casualty Incident, Assessment, Messages, Bed Capacity and Data Exchange and the Postcode RecordTrac application. These web-based systems allow the DPH Emergency Medical Services section the ability to respond and plan for critical public health emergencies that affect the City and County of San Francisco.

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

The FirstWatch 911 Early Warning system, the ReddiNet Emergency Communication system, and the RecodTrac application are critical web-based systems that the San Francisco Department of Public Health Emergency Medical Services division utilizes to support emergency response programs for the City and County of San Francisco. The ability to access real-time rapid response emergency systems allows the Department the ability to develop and plan for critical public health emergencies that affect the residents of the City and County of San Francisco.

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

These services were developed by the Department of Emergency Management (DEM). The services have been transferred to the Department of Public Health as of Fiscal Year 2017-18. Note: The previous PSC at DPH (attached) was for the installation of the FirstWatch application only, related only to service needs at that time, in FY10/11.

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.

These are continuing services, previously contracted by the Department of Emergency Management (DEM). The Emergency Medical Services (EMS) section of the DEM was transferred to the Department of Public Health (DPH) in Fiscal Year 2017/18. DPH is now requesting to maintain the web-based services already in place to support both the FirstWatch 911 Early Warning system, the ReddiNet Emergency Communications System and the PostCode RecordTrac application.

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:

Maintain access to an existing proprietary web-based emergency response system that will support the Departments FirstWatch 911 Early Warning System, the ReddiNet Emergency Communication System and the PostCode RecordTrac application. The annual maintenance agreement will allow the Department access to the FirstWatch web-based emergency response services which include situational awareness dashboard, data surveillance, data visualization and early warning software systems; the ReddiNet web-based program allows access to a proprietary emergency medical communications network; Emergency Department Status; Mass Casualty Incident, Assessment, Messages, Bed Capacity and Data Exchange. These web-based systems allow the DPH Emergency Medical Services section the ability to respond and plan for critical public health emergencies that affect the City and County of San Francisco.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: The FirstWatch 911 Early Warning System, the ReddiNet Emergency Communication System and the RecordTrac application are proprietary web-based systems for which the City and County of San Francisco has developed contract agreements. This request is to continue the services through an annual maintenance agreement for continued access.

- B. Which, if any, civil service class(es) normally perform(s) this work? 1053, IS Business Analyst-Senior; 1063, IS Programmer Analyst-Senior;

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

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

The Department consulted with the Department of Information Technology Services(DITS) section, DITS has reviewed the service description and has determined that the Department currently does not have comparable systems in place to support the necessary Emergency Response services that the proprietary vendors can provide.

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

A. Explain why civil service classes are not applicable.

The Department does not have any employees with the expertise in the research and development of the needed resource. The City's Department of Technology Services (DTIS) was approached about performing the work. DTIS informed DPH that there were no resources to develop the tool and that the project was outside the scope of that Department's work. This project is highly specialized and would best be performed by an independent organization that has specific expertise with similar public health projects.

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 City and County of San Francisco has already developed systems with both the FirstWatch and ReddiNet programs. It would be impractical to develop a new civil service classification.

6. Additional Information

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

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

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 09/07/2017, the Department notified the following employee organizations of this PSC/RFP request:
Professional & Tech Engrs, Local 21

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

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

Address: 101 Grove, Room 405 San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 45528 - 17/18

DHR Analysis/Recommendation:
Commission Approval Required
DHR Approved for 12/04/2017

Civil Service Commission Action:

Receipt of Union Notification(s)

Choi, Suzanne (HRD)

From: dhr-psccordinator@sfgov.org on behalf of jacquie.hale@sfdph.org
Sent: Thursday, September 07, 2017 1:42 PM
To: Hale, Jacquie (DPH); kgeneral@ifpte21.org; pkim@ifpte21.org;
L21PSCReview@ifpte21.org; Carmona, Irene (DPH); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 45528 - 17/18

RECEIPT for Union Notification for PSC 45528 - 17/18 more than \$100k

The PUBLIC HEALTH -- DPH has submitted a request for a Personal Services Contract (PSC) 45528 - 17/18 for \$2,500,000 for Initial Request services for the period 08/01/2017 – 08/31/2027. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/10001> 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

DATE: OCT 14 2010

DEPARTMENT NAME: PUBLIC HEALTH

DEPARTMENT NUMBER: 81&82

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

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

TYPE OF SERVICE: Custom installation and configuration services for the FirstWatch™ software application

FUNDING SOURCE: Emergency Management Performance Grant (FEMA)

PSC AMOUNT: \$48,000

PSC DURATION: 12/1/2010 – 6/30/2011

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

The contractor will install and configure the "ALS Ambulance Demand Analysis Module (AADAM)", which is part of the FirstWatch software application installed and used by the San Francisco Local Emergency Medical Services Agency (EMSA). The value of this PSC request only includes the estimated amount of professional services needed for the installation and configuration of the AADAM enhancement. Work will consist of: Creation of definitions for achieving efficiencies in ambulance response times, positioning, availability and staffing by zones, time of day and day of week; analysis of historical 9-1-1 ambulance staffing, posting, dispatch, response and utilization data in order to provide recommendations to EMSA for configuration of the; modifications to the beta version of the AADAM according to testing and feedback from the EMSA staff; go-live with final AADAM following acceptance by EMSA.

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

Under State Regulations the EMSA is required to coordinate and oversee ambulance operations for CCSF. The proposed enhancements are vital for EMSA to make operational decisions. Without these modifications, the CCSF will not have access to state-of-the art operational tools for management of the EMS system. This means that the 9-1-1 system is more vulnerable to mismanagement on a day-to day basis and during disasters. Denial of this the request hampers the ability of the EMSA to coordinate and oversee ambulance operations and may lead to 1) running out of ambulances (which occurs many times a week) and place patients with life-threatening emergencies at risk for delays in care and transport; 2) ambulance triage delays at emergency departments due to patient crowding, which in turn backs up ambulances and keeps units out-of-service and unavailable for dispatch; and 3) requiring ambulances to respond Code 3 (light and sirens) for long distances (which creates risk for crews and the public)

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

Similar services have been provided under PSC 4062-04/05.

D. Will the contract(s) be renewed?

In 2009 the EMSA became part of the Department of Emergency Services. The Department of Emergency Services, will handle any future contracts.

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

[X] IFPTE Local 21 Signature: Jacquie Hale Date: OCT 14 2010
[] Union Name Signature of person mailing/faxing form Date
Union Name Signature of person mailing/faxing form Date
RFP sent to Union Name, on Date Signature

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 3032-10/11

STAFF ANALYSIS/RECOMMENDATION:

Approval Date: 11/17/10 NOV 16 2010

CIVIL SERVICE COMMISSION ACTION:

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE By: [Signature]
Micki Callahan, Human Resources Director

A. Specify required skills and/or expertise:

The contractor must have rights to develop and customize the FirstWatch™ software application and have the ability to install and customize the AADAM module, which is only available from the manufacturer of the software.

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

IS Programmer Analyst (1063, 1064); IS Business Analysts (1053, 1054);

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

Yes, contractor will provide the Department with licensed software available only from the developer. In order to maintain warranties, implementation and support services must be provided by the developer of the software. The FirstWatch™ System must be supported and maintained by FirstWatch™ to assure reliable data management and compliance with regulations for security of 9-1-1 and patient data.

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

Civil Service classes are not applicable because this is a proprietary product with services containing technical components beyond the current scope of expertise of in-house staff to develop within needed time and quality parameters.

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

It is not practical to adopt a new Civil Service class because the services are intermittent and as-needed and deal with a proprietary product that is already developed and available for commercial use. Civil Service staff will work with the contractor in order to obtain the necessary knowledge for the day-to-day upkeep of the application.

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

Yes No

A. Will the contractor directly supervise City and County employees?

B. Will the contractor train City and County employees?

- Describe the training and indicate approximate number of hours.
- Indicate occupational type of City and County employees to receive training (i.e., clerks, civil engineers, etc.) and approximate numbers to be trained.

C. Are there legal mandates requiring the use of contractual services?

D. Are there federal or state grant requirements regarding the use of contractual services?

E. Has a board or commission determined that contracting is the most effective way to provide this service?

F. Will the proposed work be completed by a contractor that has a current personal services contract with your department?

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

Signature of Departmental Personal Services Contract Coordinator

Print or Type Name

Telephone Number

101 Grove Street, Room 307
San Francisco, CA 94102

Address

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH -- DPH

Dept. Code: DPH

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

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

Type of Service: Behavioral Health Services-Workforce Development-Drug & Alcohol Studies Certificate Program

Funding Source: General Fund

PSC Duration: 6 years

PSC Amount: \$962,000

1. Description of Work

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

The contractor(s) will provide a behavioral workforce program to prepare students and residents for the behavioral health services workforce by teaching up-to-date, evidenced-based practices. This program will develop and implement a drug and alcohol studies certificate program (currently provided at City College of San Francisco) that will span 2-3 academic years for counselors employed through Department of Public Health (DPH) Behavioral Health Services (BHS)-funded programs, or those who plan to seek employment with San Francisco agencies. The program will reinforce segments of the DPH BHS's planned education and training "pipeline," with a focus on drawing candidates of varying ethnic and cultural heritages, language backgrounds, sexual orientations/gender identities, and experiences with behavioral health systems.

The format will be weekly night classes accessible to working adults and those who may have interrupted academic histories due to family responsibilities and/or time needed for recovery. Enrollment will be aimed to reflect the populations currently served, prioritizing students from diverse communities (e.g., African Americans, Latino/as, Asians, Pacific Islanders, Native Americans and immigrant groups from the neighborhoods of Bayview-Hunters Point, Visitacion Valley, the Mission, Western Addition, Tenderloin and other disenfranchised areas of the city) and marginalized groups (e.g., Lesbian/Gay/Bisexual/Transgender/Queer/Questioning/Intersex [LGBTQQI], formerly-incarcerated, homeless, etc.).

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

Without this program, San Francisco residents will participate in behavioral health services with providers who are less educated and less trained to treat substance abuse issues. This can lead to increased levels of addiction, anxiety, depression, and other behavioral health symptoms. These services can only be offered where facilities and staffing exist. These services exist to prevent more extensive behavioral health treatment and costs. Not providing services may result in communities feeling victimized by the City, increased lawsuits and related costs. In addition, this program will train a large number of individuals from isolated and/or economically/socially marginalized communities, such as LGBTQQI, formerly-incarcerated, in recovery, and homeless or marginally-housed. This personal lived experience can act as a bridge when counselors are engaging and working with clients who have similar experiences. Studies show that clients are more engaged and better follow treatment recommendations when working with counselors from similar backgrounds. Training counselors with "lived experience" and when/how to best use this "lived experience" requires a very skilled level of expertise not found in civil service

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 4162-09/10

D. Will the contract(s) be renewed?
Yes, as funding is available.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.
The Department expects the need for these services to continue. The duration requested corresponds to the anticipated maximum term of contract(s) awarded under this PSC.

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:

While Civil Service staff work in close partnership with contractors, the City does not have the breadth and depth of cultural expertise and linkages available through community contractors. This program requires the use of community college level faculty to provide professional level education offering college credits through an accredited college. The State requires formal and professional education be provided in the field of substance use/abuse, and requires the use of college/university-level faculty to provide this education through an accredited college. In addition, this program must be based on the wellness and recovery principles, and must recruit behavioral health clients with lived experience. This specialty is difficult to require under Civil Service.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Demonstrated experience in: designing, implementing and evaluating a behavioral health workforce development program for specific populations (e.g., community college, university, etc.); serving as a major segment of a behavioral health workforce development career pipeline; and incorporating wellness and recovery principles into the program's curricula and training. Must also have the proven capacity to teach program participants how to deliver responsive services to community members in ways that are respectful and also honor each person's heritage, language and cultural worldviews, and the ability to provide educational institution certificate programs at the community college level.

B. Which, if any, civil service class(es) normally perform(s) this work? 1232, Training Officer;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, contractor will provide instructional space/classrooms, educational equipment, curricula, professional instruction, and other services necessary to the provision of an appropriate certificate program.

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

While there are no City and County of San Francisco Civil Service positions to provide these services, these services are typically well-provided through the contractor, City College of San Francisco, through their Drug and Alcohol Certificate program, developed in partnership with DPH BHS.

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

A. Explain why civil service classes are not applicable.

Community-based behavioral health contractors provide cultural expertise and linkages otherwise unavailable through Civil Service classifications. Civil Service staff work in close partnership with contractors. In addition, this program requires the use of community college level faculty to provide professional level education offering college credits through an accredited college. The State requires formal and professional education be provided in the field of substance use/abuse, and requires the use of college/university-level faculty to provide this education through an accredited college. In addition, this program must be based on the wellness and recovery principles, and must recruit behavioral health clients with lived experience. This specialty is difficult to require under Civil 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. No, demand currently exceeds the capacity at City and County of San Francisco facilities to provide this services, so the City has worked in partnership with City College of San Francisco and current behavioral health contractors to develop a program to meet the needs of as many students and clients as possible.

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 nature of the services is training, but not of civil service employees, although this training may help to prepare participants to become future Civil Service employees.

C. Are there legal mandates requiring the use of contractual services?

No.

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

No.

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

No.

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

No.

7. Union Notification: On 09/09/2017, the Department notified the following employee organizations of this PSC/RFP request:

Professional & Tech Engrs, Local 21

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

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

Address: 101 Grove Street, Room 405 San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 47743 - 17/18

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 12/04/2017

Receipt of Union Notification(s)

Choi, Suzanne (HRD)

From: dhr-psccordinator@sfgov.org on behalf of jacquie.hale@sfdph.org
Sent: Saturday, September 09, 2017 4:11 PM
To: Hale, Jacquie (DPH); kgeneral@ifpte21.org; pkim@ifpte21.org;
L21PSCReview@ifpte21.org; Hale, Jacquie (DPH); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 47743 - 17/18

RECEIPT for Union Notification for PSC 47743 - 17/18 more than \$100k

The PUBLIC HEALTH -- DPH has submitted a request for a Personal Services Contract (PSC) 47743 - 17/18 for \$962,000 for Initial Request services for the period 01/01/2018 – 12/31/2023. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/10091> 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)



CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

GAVIN NEWSOM
MAYOR

E. DENNIS NORMANDY
PRESIDENT

DONALD A. CASPER
VICE PRESIDENT

MORGAN R. GORRONO
COMMISSIONER

MARY Y. JUNG
COMMISSIONER

June 24, 2010

NOTICE OF CIVIL SERVICE COMMISSION ACTION

SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACT NUMBER 4148-09/10 THROUGH 4162-09/10

At its meeting of June 21, 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.*

ANITA SANCHEZ
EXECUTIVE OFFICER

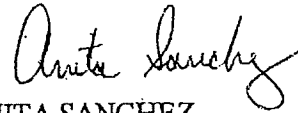
It was the decision of the Commission to:

- (1) Adopt the report; Approve request for approval of PSC #s 4150-09/10 through 4153-09/10; 4156-09/10; 4160-09/10; and 4161-09/10 on the condition that the Department of Public Health make every reasonable effort to create requisitions for those 2819 Assistant Health Educators laid off in 2009 and other Local 21 represented positions that are subject to reduction or layoff; and that the Department of Public Health report every six (6) months to the Civil Service Commission on its progress in meeting this condition. Notify the Office of the Controller and the Office of Contract Administration.
- (2) Adopt the report; Approve request for approval of PSC #4155-09/10 on the condition that 1) the Department of Public Health will meet with IFPTE Local 21 to discuss and evaluate whether and to what extent work to be performed in this PSC is work which could be performed by Real Property Managers; 2) If at the conclusion of these discussions, it turns out that work in this PSC is not work which could be performed by Real Property Managers, then the matter is closed; 3) If at the conclusion of these discussions, it turns out that work in this PSC is work which could be performed by Real Property Managers, then the Department of Public Health and Local 21 will endeavor to utilize CCSF Real Property Managers to perform this work, and make appropriate modifications to the contract(s) in the PSC accordingly. Notify the Office of the Controller and the Office of Contract Administration.
- (3) Adopt the report; Approve request for approval of PSC #4158-09/10 for a duration of two years, to June 30, 2012. Notify the Office of the Controller and the Office of Contract Administration.
- (4) Adopt the report; Approve request for approval of all remaining contracts. Notify the Office of the Controller and the Office of Contract Administration.

CSC Notice of Action
June 24, 2010
Page 2

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: Micki Callahan, Human Resources Director
Jacquie Hale, Department of Public Health
Naomi Kelly, Office of Contract Administration
Ben Rosenfield, Controller
Commission File
Chron

POSTING FOR
6/7/2010

PROPOSED PERSONAL SERVICES CONTRACTS - Regular

PSC No	Dept No	Dept Name	Approval Type	Contract Amount	Description of Work	Duration
4147-09/10	25	Mayor	Regular	\$400,000	Contractor will customize their proprietary software known as the Total Grants Solution (TGS) to add housing development process and data tracking functionality. The TGS system is a technology solution that meets the City's strategy of collecting and managing data for the Federal Department of Housing and Urban Development (HUD) grant programs including the Community Development Block (CDBG), and Emergency Shelter Grants (ESG). The solution is the primary tool MOH uses to ensure programmatic and fiscal compliance and accountability while providing a direct and immediate link between the City and its grantees that allows for the tracking of programmatic outcomes and clients served as well as the ability of the grantee to invoice the City for contractual services rendered. Finally, the system incorporates the audit requirements of local, state and federal funding sources.	6/30/2012
4148-09/10	81	Public Health	Regular	\$2,000,000	The contractor (State of California) will coordinate and provide genetic testing services on blood samples taken from newborn babies from San Francisco General Hospital, in accordance with State law.	6/30/2020
4149-09/10	81	Public Health	Regular	\$1,250,000	Assistance to and training of Department Information Technology staff in the installation and building of an ambulatory Electronic Medical Record (EMR) system for San Francisco General Hospital and DPH community-based primary care and specialty clinics. Technical support to the Department's IT staff upon live activation of the new system. Please note that the amount shown above is a current best estimate of the value of only the professional services required, not software.	6/30/2015
4150-09/10	81	Public Health	Regular	\$136,000,000	Culturally appropriate mental health and substance abuse services for children, youth, and their families will be provided by multiple contractors, which together form a System of Care to address the broad continuum of needs and illnesses presented by these clients. Services will include mental health assessment, therapy, collateral and wraparound services, community-based violence and trauma recovery services, community-based day treatment services, residentially-based day treatment services, intensive/day rehabilitative services, primary and secondary substance abuse prevention services, therapeutic behavioral services, therapeutic visitation services, and targeted case management.	6/30/2015

POSTING FOR
6/7/2010

PROPOSED PERSONAL SERVICES CONTRACTS - Regular

RSC No	Dept No	Dept Name	Approval Type	Contract Amount	Description of Work	Duration
4151-09/10	81	Public Health	Regular	\$150,074,786	Contract will provide: mental health outpatient; substance abuse outpatient services; and intensive case management/full-service partnership level-of-care to transitional age youth, adults and older adults. The contract will provide flexible, integrated and seamless services based on the level and type of needs of the client, and responding as clients change over time.	6/30/2015
4152-09/10	81	Public Health	Regular	\$18,595,931	Contractors will provide integrated full-service behavioral health outpatient services (Mental Health and Substance Abuse Services) for older-adult clients living in the catchment areas 2, 4 and 5 (Western Addition/area bounded by Geary-Gough-Market-Stanyan/Marina/Presidio, North of Market/Tenderloin/South of Market and Richmond and Sunset Districts.)	6/30/2015
4153-09/10	81	Public Health	Regular	\$112,083,205	Contractor will provide services to adult clients living in a residential setting who otherwise would be at risk of hospitalization or other institutional placement if they were not in a residential treatment program. The contractor will provide crisis residential programs, transitional residential treatment programs, Institute for Mental Disease (IMD) alternative programs, and an Urgent Care Center consisting of a crisis stabilization/urgent care clinic with an attached short-term crisis residential program. Institute for Mental Disease alternative programs target adults returning from long-term care settings back to the community or who are at risk for institutional placement due to the severity of their psychiatric disorder.	6/30/2015
4154-09/10	81	Public Health	Regular	\$111,292,513	Contractor will provide substance abuse residential programs. The program will include a 24/7 comprehensive assessment, case management, counseling, skill building and support services to individuals with substance abuse disorders. The program includes Pomeroy House Perinatal Treatment, Residential Family, Women's Harm Reduction Overnight/Partial Day, Women's HIV, MH, Harm Reduction Transitional Residential, Ryan White Pt A, HIV Residential, Adult Residential & Overnight/Partial Day, Women's Residential Social Detoxification, Bed Social Detox, Homeless Specialty, HIV Women's Residential Social Detoxification, Residential Medical Detoxification, MHSA Dual Diagnosis Residential Treatment, Redwood Center Residential Treatment for High-Utilizers of Multiple Systems, HIV Residential Medical Detoxification and Proposition 36 Residential Treatment.	6/30/2015

POSTING FOR
6/7/2010

PROPOSED PERSONAL SERVICES CONTRACTS - Regular

PSC No	Dept No	Dept Name	Approval Type	Contract Amount	Description of Work	Duration
4155-09/10	81	Public Health	Regular	\$42,988,294	Contractor and partner agencies will work together to provide supportive housing services to homeless adults and transitional age youths with serious mental illness in San Francisco. The housing support services will include comprehensive on-site mental health prevention, primary care, and rehabilitative treatment services to reduce chronic homelessness in San Francisco.	6/30/2015
4156-09/10	81	Public Health	Regular	\$57,351,750	Contractors will provide community based mental health and substance abuse prevention and treatment, primary care and life enhancement programs for adults and transition age youths who are homeless or face mental health and substance abuse issues and their families in San Francisco. The programs will include mental health emergency crisis/vocational and rehabilitation services, peer and intern employment, peer-based wellness and recovery services, substance abuse education and training/HIV intervention/primary prevention, secondary prevention and ancillary services, short-term intensive care management-hospital discharge services.	6/30/2015
4157-09/10	81	Public Health	Regular	\$17,360,000	Contractors will provide San Francisco General Hospital (SFGH), Laguna Honda Hospital (LHH), DPH's Primary Care Clinics and Health At Home program a continuous, reliable source of intermittent, supplemental, on-call nursing personnel during high patient census, high acuity, unexpected staff illnesses and/or vacations, and to meet State nurse-to-patient staffing ratio requirements.	6/30/2015
4158-09/10	81	Public Health	Regular	\$84,000	Contractor will provide phlebotomy services during the phlebotomy service schedule at Behavioral Health Clinics and laboratory specimen courier services when necessary.	6/30/2015
4159-09/10	81	Public Health	Regular	\$150,000	Contractor will provide comprehensive vision care services including preventive eye exams, eye care services and diagnostic referrals for patients at the DPH's Southeast Health Center once a week during the operation hour from 8 am to 5 pm.	6/30/2015

POSTING FOR
6/7/2010

PROPOSED PERSONAL SERVICES CONTRACTS - Regular

PSC No	Dept No	Dept Name	Approval Type	Contract Amount	Description of Work	Duration
4160-09/10	81	Public Health	Regular	\$29,543,220	The PEI project will provide prevention and early intervention programs designed to prevent the initial onset or worsening of mental illness among children, youth, their families, transitional age youth, adults and older adults who exhibit varying levels of risk of developing mental illness. The project will assist those at risk and train providers to better identify clients early and refer them to services. Programs include School Based Youth Centered Wellness; Screening, Planning and Supportive Services for Incarcerated Youth; Holistic Wellness Prevention in a Community Setting; Early Childhood Mental Health Consultation; Mental Health Consultation for Providers working with Youth at RISK or Involved with the Juvenile Justice System; Older Adult Behavioral Health Screening and Response; Early Intervention and Recovery for Young People with Early Psychosis; Transition Aged Youth Multi Service Center and Peer Outreach and Training.	6/30/2015
4161-09/10	81	Public Health	Regular	\$10,804,713	Contractors will provide an array of prevention services, programs and projects for the broad age, ethnic, gender, ability, and geographic diversity of San Francisco's populations, especially in low income neighborhoods. The primary methodologies will be community action and organization, outreach, health education, wellness activities and education, community support/capacity building, and training/technical assistance for contractors, and other services as needed.	6/30/2013
4162-09/10	81	Public Health	Regular	\$7,274,562	The WDET project will develop and maintain a culturally competent mental health workforce through training and technical assistance, mental health career pathway programs and internship programs. The project is community based to diversify the mental health workforce by encouraging consumers and their families to pursue public health careers because they are uniquely qualified. The WDET project will recruit consumers to public health careers at various levels from entry level certification to licensed and managerial positions. Programs include the Summer Bridge Program, Peer Specialist Mental Health Certificate Program, the Mental Health Certificate Program and Supportive Services for Consumers Enrolled in Public Universities or Private Colleges.	6/30/2015

~~X~~

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

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

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

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

Type of Service: Pre-Employment Background Investigation Services

Funding Source: General Fund

PSC Duration: 5 years

PSC Amount: \$750,000

1. Description of Work

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

The selected contractor will perform as needed background investigation services for all selected candidates as part of their selection process for entry positions in the Department of Emergency Management's Division of Emergency Communications (DEC).

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

As required by the Peace Officer Standards and Training Commission (POST) certain positions require that candidates submit to and successfully complete an employment, character and background investigation prior to employment. The consequences of denial would prevent the department from hiring POST compliant candidates.

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#4008-13/14

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.
See attached memo.

2. Reason(s) for the Request

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

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

B. Explain the qualifying circumstances:

Due to the specific skill and experience requirements of the California Code of Regulations – it is not practical to utilize a civil service class to perform the work required for the hiring of a POST academy.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Background Investigators, in accordance to section 1018(c) of the California Code of Rules and Regulations (CCR), are required to have knowledge of POST

regulations and procedures regarding appointment eligibility and pre-employment screening of public safety dispatcher applicants.

- 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 vendor would utilize proprietary software to track and monitor all candidates.

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

Due to the specific skill and experience requirements of the California Code of Regulations – it is not practical to utilize a civil service class to perform the work required for the hiring of a POST academy.

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

- A. Explain why civil service classes are not applicable.
Due to the specific skill and experience requirements of the California Code of Regulations – it is not practical to utilize a civil service class to perform the work required for the hiring of a POST academy.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, because this service is utilized on an as-needed, on demand basis.

6. Additional Information

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

- 7. Union Notification: On 09/28/2017, 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: William Lee Phone: 415-558-3866 Email: william.lee@sfgov.org

Address: 1011 Turk Street San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 44750 - 17/18

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 12/04/2017

Receipt of Union Notification(s)

Choi, Suzanne (HRD)

From: dhr-psccordinator@sfgov.org on behalf of william.lee@sfgov.org
Sent: Thursday, September 28, 2017 10:23 AM
To: Lee, William (DEM); kpage@ifpte21.org; peter.masiak@seiu1021.org; eerbach@ifpte21.org; kgeneral@ifpte21.org; amakayan@ifpte21.org; jb@local16.org; Ricardo.lopez@sfgov.org; Basconcillo, Katherine (PUC); Sandeep.lal@seiu1021.me; pcamarillo_seiu@sbcglobal.net; MRainsford@Local39.org; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; pkim@ifpte21.org; agonzalez@iam1414.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; gail@sffdlocal798.org; cityworker@sfcwu.org; davidmkersten@gmail.com; djohnson@opcmialocal300.org; hodlocal@pacbell.net; ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org; xiumin.li@seiu1021.org; Poon, Sin Yee (HSA); smcgarry@nccrc.org; rmitchell@twusf.org; grojo@Local39.org; jduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org; L21PSCReview@ifpte21.org; sfsmsa@gmail.com; mshelley@dc16.us; david.canham@seiu1021.org; jtanner940@aol.com; oashworth@ibew6.org; L21PSCReview@ifpte21.org; LiUNA.local261@gmail.com; local200twu@sbcglobal.net; speedy4864@aol.com; camaguey@sfmea.com (contact); ecdemvoter@aol.com; thomas.vitale@seiu1021.org; Chan, Sandy (DEM); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 44750 - 17/18

RECEIPT for Union Notification for PSC 44750 - 17/18 more than \$100k

The DEPARTMENT OF EMERGENCY MANAGEMENT -- ECD has submitted a request for a Personal Services Contract (PSC) 44750 - 17/18 for \$750,000 for Initial Request services for the period 07/01/2018 – 06/30/2023. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/10155> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

Additional Attachment(s)

**City and County of San Francisco
Office of Contract Administration
Purchasing Division**

First Amendment

THIS AMENDMENT (this "Amendment") is made as of **January 25, 2017**, in San Francisco, California, by and between **J. D. Wesson & Associates, Inc.** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

RECITALS

WHEREAS, City and Contractor have entered into the Agreement (as defined below);
and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the performance period, increase the contract amount, and update standard contractual clauses;

NOW, THEREFORE, Contractor and the City agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

1a. Agreement. The term "Agreement" shall mean the Agreement dated September 17, 2013 between Contractor and City.

1b. Contract Monitoring Division. Effective July 28, 2012, with the exception of Sections 14B.9(D) and 14B.17(F), all of the duties and functions of the Human Rights Commission under Chapter 14B of the Administrative Code (LBE Ordinance) were transferred to the City Administrator, Contract Monitoring Division ("CMD"). Wherever "Human Rights Commission" or "HRC" appears in the Agreement in reference to Chapter 14B of the Administrative Code or its implementing Rules and Regulations, it shall be construed to mean "Contract Monitoring Division" or "CMD" respectively.

1c. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement. The Agreement is hereby modified as follows:

2a. Section 2. Section 2 – Term of the Agreement of the Agreement currently reads as follows:

Subject to Section 1, the term of this Agreement shall be from October 1, 2013 to June 30, 2018.

Such section is hereby amended in its entirety to read as follows:

Subject to Section 1, the term of this Agreement shall be from October 1, 2013 to June 30, 2020.

2b. Section 5. Section 5 – Compensation of the Agreement currently reads as follows:

Compensation shall be made for work, as set forth in Section 4 of this Agreement and as invoiced by Contractor, that the Department's Executive Director, in his or her sole discretion, concludes has been performed. In no event shall the amount of this Agreement exceed Three Hundred Thousand Dollars (\$300,000). The breakdown of costs and the invoicing schedule associated with this Agreement appear in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the Department's Executive Director as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

Such section is hereby amended in its entirety to read as follows:

Compensation shall be made for work, as set forth in Section 4 of this Agreement and as invoiced by Contractor, that the Department's Executive Director, in his or her sole discretion, concludes has been performed. In no event shall the amount of this Agreement exceed Four Hundred Forty-Nine Thousand Dollars (\$449,000). The breakdown of costs and the invoicing schedule associated with this Agreement appear in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the Department's Executive Director as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

2c. Sugar-Sweetened Beverage Prohibition. Section 58 is hereby replaced in its entirety to read as follows:

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

2d. Insurance. Section 15 is hereby replaced in its entirety to read as follows:

15. Insurance.

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

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

2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

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

4) Professional liability insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with the Services.

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

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

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

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

d. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

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

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

g. If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds.

2e. Consideration of Criminal History in Hiring and Employment Decisions”
Section. Section 32 is hereby replaced in its entirety to read as follows:

32. Consideration of Criminal History in Hiring and Employment Decisions.

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

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

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

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

e. Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection 32(d), above. Contractor or Subcontractor shall not require such disclosure or make

such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

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

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

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

2f. Limitations on Contributions. Section 42 is hereby replaced in its entirety as follows:

42. Limitations on Contributions. Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies, or equipment, for the sale or lease of any land or building, or for a grant, loan, or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer, and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the

preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide to City the names of each person, entity, or committee described above.

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

4. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

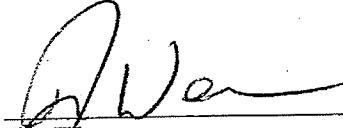
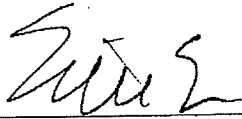
IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

CONTRACTOR

Recommended by:

J. D. Wesson & Associates, Inc.



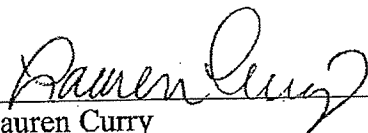
F.W.
Anne Kronenberg
Executive Director
Department of Emergency Management

Jim Wesson
President & CEO
1436 2nd Street, Suite 214
Napa, CA 94559

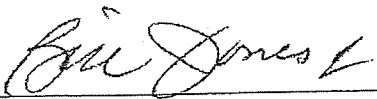
City vendor number: 74755

Approved as to Form:

Dennis J. Herrera
City Attorney

By: 
Lauren Curry
Deputy City Attorney

Approved:


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

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PURCHASING DEPARTMENT

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: DEPARTMENT OF EMERGENCY MANAGEMENT

Dept. Code: ECD

Type of Request: Initial Modification of an existing PSC (PSC # 4008 13/14)

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

Type of Service: Pre-Employment Background Investigation Services

Funding Source: General Fund (1G-AGF-AAA)

PSC Original Approved Amount: \$300,000

PSC Original Approved Duration: 08/01/13 - 06/30/18 (4 years 47 weeks)

PSC Mod#1 Amount: \$149,000

PSC Mod#1 Duration: no duration added

PSC Mod#2 Amount: no amount added

PSC Mod#2 Duration: 08/01/13-06/30/20 (2 years 1 day)

PSC Cumulative Amount Proposed: \$449,000

PSC Cumulative Duration Proposed: 6 years 47 weeks

1. Description of Work

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

The selected vendor will perform background investigation services for all selected candidates as part of their selection process for entry positions in the Department of Emergency Management's Division of Emergency Communications (DEC).

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

As required by law, the permanent civil service selection process for certain positions include a requirement that candidates submit to and successfully complete an employment, character and background investigation prior to employment. The consequences of denial would prevent the department from hiring DEC candidates.

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

Yes, PSC 4008-13/14

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:

Continuity of services for our accelerated dispatcher hiring initiatives.

2. Reason(s) for the Request

A. Display all that apply

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

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

Explain the qualifying circumstances:

DEM has initiated an accelerated hiring plan for Public Safety Dispatchers to address a 30% increase in call volume. Due to CA POST regulatory requirements, all dispatchers must pass a complete background investigation, including a polygraph exam, psychological evaluation, and medical exam. Because there are no City classes to perform these specialized services, DEM is requesting an extension of a current contract to receive these as-needed services.

B. Reason for the request for modification:

Increase time by 2 years. Start August 1, 2013 End June 30, 2020

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Background Investigators, in accordance with section 1018 (c) of the California Code of Rules and Regulations (CCR), are required to have knowledge of POST regulations and procedures regarding appointment eligibility and pre-employment screening of public safety dispatcher applicants.
- 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 vendor would utilize proprietary software to track and monitor all candidates.

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.
Due to the specific skill and experience requirements of the California Code of Regulations – it is not practical to utilize a civil service class to perform the work required for the hiring of a POST academy, which is subject to budget approval.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No, because this service is utilized on an as-needed, on demand basis.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
No

- 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 current contractor is under PSC#4008-13/14.

7. Union Notification: On 02/02/17, 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: William Lee Phone: 415-558-3866 Email: william.lee@sfgov.org

Address: 1011 Turk Street, San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4008 13/14

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 02/09/2017

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: DEPARTMENT OF EMERGENCY MANAGEMENT

Dept. Code: ECD

Type of Request: Initial Modification of an existing PSC (PSC # 4008 13/14)

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

Type of Service: Pre-Employment Background Investigation Services

Funding Source: General Fund (1G-AGF-AAA)

PSC Original Approved Amount: \$300,000 PSC Original Approved Duration: 08/01/13 - 06/30/18 (4 years 47 weeks)

PSC Mod#1 Amount: \$149,000 PSC Mod#1 Duration: no duration added

PSC Cumulative Amount Proposed: \$449,000 PSC Cumulative Duration Proposed: 4 years 47 weeks

1. Description of Work

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

The selected vendor will perform background investigation services for all selected candidates as part of their selection process for entry positions in the Department of Emergency Management's Division of Emergency Communications (DEC).

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

As required by law, the permanent civil service selection process for certain positions include a requirement that candidates submit to and successfully complete an employment, character and background investigation prior to employment. The consequences of denial would prevent the department from hiring DEC candidates.

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, through PSC#4008 - 13/14

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

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

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

Explain the qualifying circumstances:

DEM has initiated an accelerated hiring plan for Public Safety Dispatchers to address a 30% increase in call volume. Due to CA POST regulatory requirements, all dispatchers must pass a complete background investigation, including a polygraph exam, psychological evaluation, and medical exam. Because there are no City classes to perform these specialized services, DEM is requesting an extension of a current contract to receive these as-needed services.

B. Reason for the request for modification:

This PSC modification is required to continue the same scope of services being performed by the current contractor to support the the department's accelerated dispatcher hiring plan.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Background Investigators, in accordance to section 1018 (c) of the California Code of Rules and Regulations (CCR), are required to have knowledge of POST regulations and procedures regarding appointment eligibility and pre-employment screening of public safety dispatcher applicants.

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 vendor would utilize proprietary software to track and monitor all candidates.

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.

Due to the specific skill and experience requirements of the California Code of Regulations – it is not practical to utilize a civil service class to perform the work required for the hiring of a POST academy, which is subject to budget approval.

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

6. Additional Information

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

No.

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

No training is performed as part of the scope of work.

C. Are there legal mandates requiring the use of contractual services?

No.

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

No

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

No, DEM does not have a board or comm.

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 current contractor is under PSC#4008-13/14.

7. **Union Notification:** On 01/25/17, 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: William Lee Phone: 415-558-3866 Email: william.lee@sfgov.org

Address: 1011 Turk Street, San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4008 13/14

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 02/02/2017

July 15, 2013 Regular Meeting

MINUTES

Regular Meeting

July 15, 2013

2:00 p.m.

ROOM 400, CITY HALL

1 Dr. Carlton B. Goodlett Place

CALL TO ORDER

2:00 p.m.

ROLL CALL

President Scott R. Heidfond	Present
Vice President E. Dennis Normandy	Excused (Notified Absence)
Commissioner Kate Favetti	Present
Commissioner Mary Y. Jung	Present

President Scott R. Heidfond presided.

REQUEST TO SPEAK ON ANY MATTER WITHIN THE JURISDICTION OF THE CIVIL SERVICE COMMISSION BUT NOT APPEARING ON TODAY'S AGENDA. (Item No. 2)

None.

APPROVAL OF MINUTES (Item No. 3)

Regular Meeting of July 1, 2013

Action: Adopted as amended. (Vote of 3 to 0)

ANNOUNCEMENTS (Item No. 4)

Postponed the item at the request of the Department of Public Health. Commissioner Favetti directed the Assistant Executive Officer to check the availability of the Appellants and the Department of Public Health to be present for the meeting of September 16, 2013.

Other Announcements. None.

HUMAN RESOURCES DIRECTOR'S REPORT (Item No. 5)

None.

EXECUTIVE OFFICER'S REPORT (Item No. 6)

None.

0196-13-8

Review of request for approval of proposed personal services contracts. (Item No. 7)

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
4006-13/14	Economic and Workforce Development	\$900,000	The consultant will support a centralized Citywide Business Services program that targets permanent, temporary, First Source and On-the-Job Training (OJT) job development with employers throughout San Francisco, including specialized employment services for San Francisco Airport employers. Consultant will provide workforce services to businesses and coordinate employment placement services to job seekers.	Regular	6/30/2016



4007-13/14	General Services Agency	\$250,000	The proposed contract will help the City understand citizen priorities related to infrastructure and increase public support for critical capital projects. The consultant will use technical research methods and their specialized knowledge of San Francisco (e.g. constituencies, affiliations, news sources, media absorption rates of various demographics), to: (1) conduct quantitative and qualitative public opinion research; (2) create and deliver a community outreach plan that describes the City's capital planning and implementation process including the 10-Year Capital Plan, the annual capital budget, and capital project reporting; and (3) formulate and implement on-going public outreach strategies to increase general public awareness around the City's complex capital needs and related efforts. The outreach plan and strategies will leverage scarce City resources to broadly distribute public information in the most cost effective way (e.g. websites, newsletters, community meetings, email outreach, special events, traditional news media).	Regular	6/1/2015
4008-13/14	Emergency Management	\$300,000	The selected vendor will perform background investigation services for all selected candidates as part of their selection process for entry positions in the Department of Emergency Management's Division of Emergency Communication (DEC).	Regular	6/30/2018
3005-12/13	General Services Agency	Current Approved Amount \$49,000 Increase Amount Requested \$10,000 New Total Amount Requested \$59,000	The Capital planning Program (CPP) is leading an interdepartmental effort to create a viable funding plan to secure San Francisco's future commitment to Caltrain. San Francisco is responsible for contributing financially to support Caltrain operations and capital needs pursuant to three separate agreements, including a recent MOU that requires a \$60 million contribution to fund preparations for the high speed rail project. The proposed work would identify a menu of short and long terms financial solutions that would enable San Francisco to meet its future obligations despite limited transportation resources. Modification does not change the scope of work.	Modification	9/01/2013

Speakers: None.

Action: Adopted the report, Approved the request for all remaining contracts. Notified the Office of the Controller and the Office of Contract Administration. (Vote of 3 to 0)

0197-13-8 Review of request for approval of proposed personal services contract number 4001-13/14 from the Airport Commission. (Item No. 8)

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
4001-13/14	Airport Commission	\$900,000	The contractor will provide specialized customer service training to all members of the airport community via facilitated guest service enhancement sessions on site. The contractor will design and deliver workshops intended for single airport tenant employee groups and for mixed sessions, consisting of multiple tenant participants. Vendor will also write a customer service introductory script for use in computer-based learning sessions that will be required by SFO of all new employees within the airport.	Regular	12/31/2018

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: DEPARTMENT OF EMERGENCY MANAGEMENT -- ECD

Dept. Code: ECD

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

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

Type of Service: Media Planning and Buying

Funding Source: Operating Budget

PSC Amount: \$850,000

PSC Est. Start Date: 02/01/2018

PSC Est. End Date 01/31/2021

1. Description of Work

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

DEM intends to issue an RFP for Media Planning and Buying services for a 9-1-1 public education campaign . The selected contractor will plan, negotiate, purchase, and execute advertising in traditional (broadcast, print, radio, out-of-home) and non-traditional (social media, digital, online), track campaign progress, provide recommendations, and report findings)

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

San Francisco receives more than 1.2 million emergency and non-emergency calls per year or an average of more than 3,400 per day. Since 2011, we've experienced a 37% increase in call volume. This means our dispatchers are answering 1,000 more calls a day than they did 6 years ago. Ensuring vital services remain available to the public has fallen on the shoulders of our hardworking dispatchers. Increased staff attrition combined with the rising call volume has resulted in answer times falling well below that standard of 90% of calls answered within ten seconds. The Department of Emergency Management is working with various stakeholders on a multi-pronged approach to mitigate rising call volume and staff attrition. Increased hiring, changes in the workplace, and public education are the key components of the approach. The San Francisco Board of Supervisors have allocated \$250,000 in FY 17-18 for public education. Only 60% of 9-1-1 calls received are truly emergency calls. The remaining 40% are made up of accidental dials or calls that should actually be directed to non-emergency dispatch or 3-1-1. Helping the public understand when it is appropriate to call 9-1-1 is a critical component of the City's effort to improve 9-1-1 answer times. Denial of this service would severely hamper the public education element of the multipronged approach and limit its effectiveness. As a result, call answering standards may not be reached or be severely delayed.

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

This service has not been requested in the past by DEM.

D. Will the contract(s) be renewed?

Possibly. Current funding for the public education campaign is limited to Fiscal Year 17-18. If the campaign is successful then DEM will request additional funding for future years.

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

No

2. Reason(s) for the Request

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

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

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

B. Explain the qualifying circumstances:

For short term or capital projects... Effective media planning and buying requires access to and analysis of demographic and rating information on the local media market. In addition to demographic breakdowns (age, location, ect.) information on behavioral patterns will help optimize advertising to reach target audiences. Further by understanding rating information, we prioritize advertising on platforms and/or locations that maximize the number of impressions we receive. For example, if we receive demographic and rating information which shows that we can reach 18 through 30 year olds by placing mobile ads more effectively than placing an ad in a magazine then we can optimize our campaign and make better use of our budget. For Services that the City lacks... The City and County of San Francisco has limited advertising platforms (SFGovTV, SFgov.org, Muni buses, social media, ect.) by contracting with a media planning and buying agency then we can have adversting on a full range of traditional and non-traditional platforms. As a result, more people will see information about the 9-1-1 public education campaign.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Ability to plan, negotiate, purchase, and execute an advertising campaign. Additional ability to track campaign progress, provide analysis of advertising effectiveness, and report findings.

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: Contractor will provide access to proprietary demographic and rating information and traditional and non-traditional advertisers that are not readily available to the City. The contractor possess tracking and analytics tools to measure progress and effectiveness not readily available to the city.

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

NA

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

A. Explain why civil service classes are not applicable.

The civil service class would need to have access to proprietary demographic and rating information on the local Bay Area media market. Demographic information that includes data on people and behavioral patterns will help us optimize advertising dollars to effectively reach our target audiences. Additionally, rating information will help us determine which advertisers can reach the maximum amount of people further optimizing the budget. Contracting a media planning and buying agency would provide SFDEM with proprietary demographic and rating information and allow access to the full breath of traditional and non-traditional advertising platforms. The agency also has existing relationships with advertisers allowing it to negotiate rates and seek value adds not available to the City.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, the city would need to have access to proprietary demographic and rating information on the local Bay Area media market. Demographic information that includes data on people and behavioral patterns will help us optimize advertising dollars to effectively reach our target audiences. Additionally, rating information will help us determine which advertisers can reach the maximum amount of people further optimizing the budget. It should be noted that City and County of San Francisco employees will develop, design, and produce all campaign assets. A media buying company is only needed to plan the advertising, negotiate pricing, buy advertising, provide analytics, and present the findings of the campaign.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
No. No Training will be provided to DEM 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 08/15/2017, 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: William Lee Phone: 415-558-3866 Email: william.lee@sfgov.org

Address: 1011 Turk St. San Francisco, CA, 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 46926 - 17/18

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 12/04/2017

Receipt of Union Notification(s)

Choi, Suzanne (HRD)

From: dhr-psccordinator@sfgov.org on behalf of william.lee@sfgov.org
Sent: Tuesday, August 15, 2017 4:47 PM
To: Lee, William (DEM); kpage@ifpte21.org; peter.masiak@seiu1021.org; eerbach@ifpte21.org; kgeneral@ifpte21.org; amakayan@ifpte21.org; jb@local16.org; Ricardo.lopez@sfgov.org; Basconcillo, Katherine (PUC); Sandeep.lal@seiu1021.me; pcamarillo_seiu@sbcglobal.net; MRainsford@Local39.org; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; pkim@ifpte21.org; agonzalez@iam1414.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; gail@sfflocal798.org; cityworker@sfcwu.org; davidmkersten@gmail.com; djohnson@opcmialocal300.org; hodlocal@pacbell.net; ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org; xiumin.li@seiu1021.org; Poon, Sin Yee (HSA); smcgarry@nccrc.org; rmitchell@twusf.org; grojo@Local39.org; jduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org; L21PSCReview@ifpte21.org; sfsmsa@gmail.com; mshelley@dc16.us; david.canham@seiu1021.org; jtanner940@aol.com; oashworth@ibew6.org; L21PSCReview@ifpte21.org; LiUNA.local261@gmail.com; local200twu@sbcglobal.net; speedy4864@aol.com; camaguey@sfmea.com (contact); ecdemvoter@aol.com; thomas.vitale@seiu1021.org; Chen, Jun (DEM); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 46926 - 17/18

RECEIPT for Union Notification for PSC 46926 - 17/18 more than \$100k

The DEPARTMENT OF EMERGENCY MANAGEMENT -- ECD has submitted a request for a Personal Services Contract (PSC) 46926 - 17/18 for \$850,000 for Initial Request services for the period 02/01/2018 – 01/31/2021. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/9923> For union notification, please see the

TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - CITY ADMIN -- ADM

Dept. Code: ADM

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

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

Type of Service: vehicle washing and detailing

Funding Source: General fund

PSC Duration: 3 years 8 weeks

PSC Amount: \$325,000

1. Description of Work

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

This contract will establish a list of vendors in different parts of the City to perform as needed/seasonal car washing/detailing services (including some biohazard decontaminants) for the City's fleet of cars, sedans, pick ups and SUVs. Additionally, mobile car washing services will be available for vehicles and equipment including street sweepers, tractor and aerial trucks.

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

Vehicle washing services are needed to aid in vehicle maintenance, equipment functionality, maintain a professional appearance for City vehicles and minimize vehicle out of service periods. Consequences of denial include potential accelerated depreciation of City fleet vehicles and possible undetected contaminants on/in vehicles not washed regularly, potentially exposing City employees to hazards. These hazards include human contaminants such as body lice and body fluids in police cars.

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

Services have been provided by City contract in the past for washing services. Mobile car washing services have not been provided.

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):

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

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

B. Explain the qualifying circumstances:

Vehicles are washed on an as-needed basis and the City does not have vehicle washing facilities or mobile washing capacity.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Ability to clean interior and exterior of vehicles including disinfecting and removal of biohazard materials for vehicles and equipment of all sizes. Ability to operate car washing machinery. Knowledge of and ability to clean contaminants.

B. Which, if any, civil service class(es) normally perform(s) this work? 7410, Automotive Service Worker; 7410, Automotive Service Worker;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. Automated vehicle washing facilities to clean cars, sedans, pick ups and SUVs. Additionally, contractors will provide mobile washing equipment which may require the use of a tanker truck with vacuum equipment.

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

City classifications that include potentially washing vehicles are also skilled in vehicle maintenance and repair. They do not have the facilities to clean this variety of vehicles and don't provide mobile services.

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 that may perform washing services are of higher skill than required for these services and do not provide mobile services.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. The City does not have the facilities and equipment to perform these services.

6. Additional Information

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

No.

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

No. No 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 09/11/2017, the Department notified the following employee organizations of this PSC/RFP request:
Transport Workers Union, L 200

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

Name: 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# 47879 - 17/18

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 12/04/2017

Receipt of Union Notification(s)

Lubamersky, Joan (ADM)

From: dhr-psccordinator@sfgov.org on behalf of joan.lubamersky@sfgov.org
Sent: Monday, September 11, 2017 3:25 PM
To: Lubamersky, Joan (ADM); local200twu@sbcglobal.net; Lubamersky, Joan (ADM); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 47879 - 17/18

RECEIPT for Union Notification for PSC 47879 - 17/18 more than \$100k

The GENERAL SERVICES AGENCY - CITY ADMIN -- ADM has submitted a request for a Personal Services Contract (PSC) 47879 - 17/18 for \$325,000 for Initial Request services for the period 11/01/2017 – 12/31/2020. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/10055> 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: MAYOR -- MYR

Dept. Code: MYR

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

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

Type of Service: Environmental Review Services

Funding Source: HOME, CDBG, ESG and HOPWA

PSC Amount: \$250,000

PSC Est. Start Date: 11/01/2017

PSC Est. End Date 10/31/2020

1. Description of Work

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

Concise description of proposed work: The Mayor's Office of Housing and Community Development (MOHCD) of the City and County of San Francisco is seeking proposals from qualified consultants to provide a range of environmental services related to the acquisition of land for the development of affordable housing. The funds to be used for potential acquisition are subject to regulation by 24 CFR Part 58. The services may include one or more of the following: Environmental Site Assessments (ESAs) Phase I, II and III; Soil, air and groundwater testing and reporting to evaluate human health risk related to chemical contamination in any or all media; and seismic studies.

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

: The City does not have the in-house technical capacity to conduct the studies and prepare the reports necessary for the approval of funding by HUD for the acquisition of land for development as affordable housing.

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 Mayor's Office of Housing and Community Development has previously not provided this service and it was incumbent upon developers to provide the documentation. However, the Mayor's Office of Housing and Community Development (MOHC) has now assumed the responsibility for the conduct of these studies.

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

B. Explain the qualifying circumstances:

The work requires special licensing and accreditation from the State of California. The City does not have the in-house technical capacity to conduct the studies and prepare the reports necessary for the approval of funding by Housing Urban Development (HUD) for the acquisition of land for development as affordable housing.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Often a multi-disciplinary approach is taken in compiling all the components of an Environmental Site Assessment, since skills in chemistry, atmospheric physics, geology, microbiology and even botany are frequently required. Many of the preparers are environmental scientists who have been trained to integrate these diverse disciplines. The process includes conducting an All Appropriate Inquiry (AAI) by an Environmental Professional as defined by 40 Code of Federal Regulation Section 312.10. An Environmental Professional is a person who possesses sufficient specific education, training, and experience necessary to exercise professional judgment to develop opinions and conclusions regarding conditions indicative of releases or threatened releases of harmful or dangerous chemicals or substances. Such a person must: (i) Hold a current Professional Engineer's or Professional Geologist's license or registration from a state, tribe, or U.S. territory (or the Commonwealth of Puerto Rico) and have the equivalent of three (3) years of full-time relevant experience; or (ii) Be licensed or certified by the federal government, a state, tribe, or U.S. territory (or the Commonwealth of Puerto Rico) to perform environmental inquiries as defined in §312.21 and have the equivalent of three (3) years of full-time relevant experience; or (iii) Have a Baccalaureate or higher degree from an accredited institution of higher education in a discipline of engineering or science and the equivalent of five (5) years of full-time relevant experience; or (iv) Have the equivalent of ten (10) years of full-time relevant experience.
- B. Which, if any, civil service class(es) normally perform(s) this work? none
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No

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

Not Applicable

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

- A. Explain why civil service classes are not applicable.
The City's Civil Service classifications do not cover the required extensive and detailed level of expertise needed in federal environmental laws and regulations. Especially, as they relate to the release of toxic and hazardous chemicals and the transfer of interests in real property.
- 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 City's would need to hire in excess of ten individuals to draft the required level of documentation for compliance. This would far exceed the amount of funds HUD allows for allocation to Environmental Review Activities.

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 department will not provide training. The skills necessary to compile a complete environmental site assessment requires extensive and detailed level of expertise needed in federal environmental laws and regulations.
- 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 09/05/2017, 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: Karen Henderson Phone: 701-5557 Email: karen.henderson@sfgov.org

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 49311 - 17/18

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 12/04/2017

Receipt of Union Notification(s)

Henderson, Karen (MYR)

From: dhr-psccordinator@sfgov.org on behalf of karen.henderson@sfgov.org
Sent: Tuesday, September 05, 2017 1:50 PM
To: Henderson, Karen (MYR); kpage@ifpte21.org; peter.masiak@seiu1021.org; eerbach@ifpte21.org; kgeneral@ifpte21.org; amakayan@ifpte21.org; jb@local16.org; Ricardo.lopez@sfgov.org; Basconcillo, Katherine (PUC); Sandeep.lal@seiu1021.me; pcamarillo_seiu@sbcglobal.net; MRainsford@Local39.org; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; pkim@ifpte21.org; agonzalez@iam1414.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; gail@sffdlocal798.org; cityworker@sfcwu.org; davidmkersten@gmail.com; djohnson@opcmialocal300.org; hodlocal@pacbell.net; ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org; xiumin.li@seiu1021.org; Poon, Sin Yee (HSA); smcgarry@nccrc.org; rmitchell@twusf.org; grojo@Local39.org; jduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org; L21PSCReview@ifpte21.org; sfsmsa@gmail.com; mshelley@dc16.us; david.canham@seiu1021.org; jtanner940@aol.com; oashworth@ibew6.org; L21PSCReview@ifpte21.org; LiUNA.local261@gmail.com; local200twu@sbcglobal.net; speedy4864@aol.com; camaguey@sfmea.com (contact); ecdemvoter@aol.com; thomas.vitale@seiu1021.org; Henderson, Karen (MYR); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 49311 - 17/18

RECEIPT for Union Notification for PSC 49311 - 17/18 more than \$100k

The MAYOR -- MYR has submitted a request for a Personal Services Contract (PSC) 49311 - 17/18 for \$250,000 for Initial Request services for the period 11/01/2017 - 10/31/2020. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/10043> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again, change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION -- PUC

Dept. Code: PUC

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

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

Type of Service: Inspection, maintenance, repair, and training for the building maintenance unit (CS-375)

Funding Source: Project PUW514-525 GG O&M

PSC Duration: 4 years

PSC Amount: \$210,000

1. Description of Work

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

The SFPUC's headquarters is a 13-story building located at 525 Golden Gate Avenue. Construction was completed in mid-2012 and included in construction was a building maintenance unit (BMU), a device used to assist in the maintenance of large structures, provided by Tractel, Inc. In order to meet the maintenance needs of SFPUC's headquarters, the Tractel unit must be regularly inspected and maintained so it can be used by the building engineers and vendors needing to use it for installation and repairs of windows and exterior venetian blinds, and for window washing services.

The work under this agreement consists of regular inspections and maintenance to ensure the integrity and operation of the Tractel unit so building engineers and vendors may provide emergency services, maintenance, and window washing to the SFPUC headquarters building. These services include training sessions for all persons who may utilize the Tractel unit.

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

A delay in awarding this agreement will mean that the SFPUC will not have access to the Tractel unit when emergency situations arise and when the Tractel unit is necessary to service the maintenance needs of the SFPUC.

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

Webcor Builders, who constructed the SFPUC headquarters building, entered into a contract with Tractel for the design, manufacture, and installation of the BMU located atop the building at 525 Golden Gate Avenue. Per Cal/OSHA Title 8 requirements, this complex equipment must undergo an inspection within 30 days before being used, whether for window washing or other building maintenance such as window glass replacement or wind sensor relocation. Now that the SFPUC owns and controls the building, it is the SFPUC's responsibility to secure a contract to maintain and operate the BMU. As the designer, manufacturer, and installer of the BMU, the consultant is uniquely qualified to perform the inspections and corresponding maintenance and repairs. In addition, the consultant's inspectors are qualified to perform trainings and provide certifications for attendees as required.

D. Will the contract(s) be renewed?

Yes.

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

2. Reason(s) for the Request

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

- Short-term or capital projects requiring diverse skills, expertise and/or knowledge.
- Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).
- Regulatory or legal requirements, or requirements or mandates of funding source(s) which limit or preclude the use of Civil Service Employees. Include a copy of the applicable requirement or mandate.
- Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator).

- B. Explain the qualifying circumstances:

Per Cal/OSHA Title 8 requirements, this complex equipment must undergo an inspection within 30 days before being used, whether for window washing or other building maintenance such as window glass replacement or wind sensor relocation, by a holder of a Scaffold Inspection and Testing License. This service represents a small quantity of highly specialized work.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: As the designer and manufacturer of the BMU, the consultant is the only company with access to all of the design and engineering information relevant to the equipment system. The inspectors and technicians employed by the consultant are all factory trained and certified, thus making them specially qualified to inspect and maintain the equipment. In addition, only the consultant's employees have access to the factory service manuals, update bulletins, and genuine replacement parts; no other vendor has access to these resources nor will be able to provide trainees with a manufacturer's certification.

- 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. As the designer and manufacturer of the BMU, Tractel is the only company with access to all of the design and engineering information relevant to the equipment system. The inspectors and technicians employed by the consultant are all factory trained and certified, thus making them specially qualified to inspect and maintain the equipment. In addition, only the consultant's employees have access to the factory service manuals, update bulletins, and genuine replacement parts; no other vendor has access to these resources nor will be able to provide trainees with a manufacturer's certification.

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

Not Applicable.

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

A. Explain why civil service classes are not applicable.

As the designer and manufacturer of the BMU, the consultant is the only company with access to all of the design and engineering information relevant to the equipment system. The inspectors and technicians employed by the consultant are all factory trained and certified, thus making them specially qualified to inspect and maintain the equipment. In addition, only the consultant's employees have access to the factory service manuals, update bulletins, and genuine replacement parts; no other vendor has access to these resources nor will be able to provide trainees with a manufacturer's certification.

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 contract represents a small amount of highly specialized work to inspect, maintain and repair the rooftop Building Maintenance Unit at 525 Golden Gate Avenue, and provide training on safe operation of the unit.

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 agreement provides for two training sessions per year for building engineers and vendors in use of the BMU, not to exceed five individuals and four hours per session. The agreement provides a rate per trainee for additional training.

C. Are there legal mandates requiring the use of contractual services?

Yes. Per Cal/OSHA Title 8 requirements, this complex equipment must undergo an inspection within 30 days before being used, whether for window washing or other building maintenance such as window glass replacement or wind sensor relocation, by a holder of a Scaffold Inspection and Testing License.

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 consultant currently provides this service to the SFPUC.

7. Union Notification: On 10/27/2017, 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# 47541 - 17/18

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 12/04/2017

Receipt of Union Notification(s)

Irwin, William

From: dhr-psccordinator@sfgov.org on behalf of wirwin@sfgwater.org
Sent: Friday, October 27, 2017 1:23 PM
To: Irwin, William; kschumacher@ifpte21.org; kpage@ifpte21.org; peter.masiak@seiu1021.org; eerbach@ifpte21.org; kgeneral@ifpte21.org; amakayan@ifpte21.org; jb@local16.org; Ricardo.Lopez@sfgov.org; Basconcillo, Kathy; Sandeep.lal@seiu1021.me; pcamarillo_seiu@sbcglobal.net; MRainsford@Local39.org; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; pkim@ifpte21.org; agonzalez@iam1414.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; gail@sfdlocal798.org; cityworker@sfcwu.org; davidmkersten@gmail.com; djohnson@opcmialocal300.org; hodlocal@pacbell.net; ablood@cirseiu.org; pkarinen@nccrc.org; tony@dcl16.us; stevek@bac3-ca.org; xiumin.li@seiu1021.org; Poon, Sin Yee (HSA); smcgarry@nccrc.org; rritchell@twusf.org; grojo@Local39.org; jduritz@uapd.com; staff@sframea.com; mike@dcl16.us; khughes@ibew6.org; L21PSCReview@ifpte21.org; sfsmsa@gmail.com; mshelley@dcl16.us; david.canham@seiu1021.org; jtanner940@aol.com; oashworth@ibew6.org; L21PSCReview@ifpte21.org; LiUNA.local261@gmail.com; local200twu@sbcglobal.net; speedy4864@aol.com; camaguey@sframea.com; ecdemvoter@aol.com; thomas.vitale@seiu1021.org; Irwin, William; DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 47541 - 17/18

RECEIPT for Union Notification for PSC 47541 - 17/18 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 47541 - 17/18 for \$210,000 for Initial Request services for the period 01/01/2018 -- 12/31/2021. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/10260> 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)

3292 General

(1) This article covers powered platform installations permanently dedicated to interior or exterior building maintenance of a specific structure or group of structures. This article does not apply to suspended scaffolds used for construction work and covered under Article 23 of the Construction Safety Orders. Building maintenance includes, but is not limited to, such tasks as window cleaning, caulking, metal polishing and reglazing. Note: It is recognized because of special site conditions that certain provisions contained in Article 5 may be applicable and can be used in conjunction with equipment and/or practices in this article.

(2) Effective date. This article is effective July 1, 1993. (Title 24, Part 2, Section 2-8520(a).)

(b) Application.

(2) Existing Installations.

(A) Permanent installations in existence and or completed before July 1, 1993 shall comply with Sections 3296 through 3299 and Appendix C of this article.

(B) In addition, permanent installations completed after September 29, 1974 and in existence and/or completed before July 1, 1993, shall comply with Appendix D of this Article. Note: For permanent installations completed before September 29, 1974, see Appendix D, subparagraph (b). (Title 24, Part 2, Section 2- 8520(b).)

(c) Assurance.

(2) Building owners shall base the information required in subsection (c)(1) of this section on the results of a field test of the installation before it is placed into service and following any major alteration to an existing installation as required in Section 3296. The assurance shall also be based on all other relevant available information, including, but not limited to, test data, equipment specifications and verification by a professional engineer currently registered in the State of California.

(3) Building owners of all installations, new and existing, shall inform the employer in writing that the installation has been inspected, tested and maintained in compliance with the requirements of Sections 3296 and 3297 and that all protection anchorages meet the requirements of Section I paragraph (c)(10) in Appendix C of this article.

3296 Inspection and Tests.

(a) Installations and Alterations. All completed building maintenance equipment installations shall be inspected and tested in the field before being placed in initial service to determine that all parts of the installation conform to applicable requirements of this article, and that all safety and operating equipment is functioning as required. A similar inspection and test shall be made following any major alteration to an existing installation.

(b) Periodic Inspections and Tests.

(1) Each installation shall undergo a periodic inspection and test at least every 12 months by the equipment manufacturer, authorized representative, or other qualified person acceptable to the Division. All parts of the equipment, including related building support structures, shall be inspected, and where necessary, tested to determine that they are in safe operating condition

Maintenance Inspections and Tests.

(1) A maintenance inspection and, where necessary a test shall be made of each platform installation prior to the start of a work cycle and where the work cycle is more than 30 days, such inspection and/or test shall be made at least every 30 days during the work cycle. This inspection and test shall follow procedures recommended by the manufacturer, and shall be made by a qualified person.

3297. Maintenance.

(a) General Maintenance. All parts of the equipment affecting safe operation shall be maintained in proper working order so that they may perform the functions for which they were intended. The equipment shall be taken out of service when any part is not in proper working order.

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: RECREATION AND PARK COMMISSION -- REC

Dept. Code: REC

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

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

Type of Service: Software

Funding Source: Open Space Fund

PSC Amount: \$1,500,000

PSC Est. Start Date: 02/01/2018

PSC Est. End Date 01/01/2023

1. Description of Work

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

Facilities capital planning software and associated facility assessment services for Recreation and Park assets and facilities, including storage, analysis and reporting of facility condition data on a proprietary software application.

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

Recreation and Park wishes to develop a Deferred Maintenance Plan to provide direction on the investments required to preserve and/or extend the life of assets renovated through the Bond program; identify assets ready for replacement or renovation through the anticipated 2018 Go Bond; and establish preventative maintenance activities to keep core assets in good working condition. Without this service, Recreation and Park would not be able to complete its Deferred Maintenance Plan before the anticipated 2018 GO Bond.

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.

Not applicable.

D. Will the contract(s) be renewed?

Ongoing fees will support software upgrades and help desk support. The software's function is to provide long term capital planning so by its nature, the minimum practical period for maintaining the software will be 10 years, so 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):

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

B. Explain the qualifying circumstances:

Condition assessment occurs on a comprehensive basis only once every 5 to 10 years, and annual assessments only require a few weeks worth of work each year.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Facility assessment services; storage, analysis and reporting of facility condition data; forecasting impacts of different spending levels; cost estimates; budget prioritization and progress benchmarking.

- B. Which, if any, civil service class(es) normally perform(s) this work? 1041, IS Engineer-Assistant; 1042, IS Engineer-Journey; 1043, IS Engineer-Senior; 1044, IS Engineer-Principal; 5268, Architect;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Contractor would provide Recreation and Park with proprietary capital planning computer software not currently possessed by the City. The software would be provided as a Software as a Service-based application on an enterprise basis, meaning unlimited users, and the possibility of scaling the application based on the Department's needs.

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

No other service class provides condition assessment services for all asset types and classes, and the ability to populate and maintain a technical database with the collected assessment data.

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

- A. Explain why civil service classes are not applicable.
While other providers offer facility condition assessment storage, Four Rivers is the only company to offer a software with the robust analysis and reporting capabilities required for Recreation and Park Capital Planning program, and the knowledge and skill-set required to populate and maintain its proprietary software.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, condition assessment occurs on a comprehensive basis only once every 5 to 10 years, and annual assessments only require a few weeks worth of work each 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. 2-day training course to about 10-20 Recreation and Park staff members. Recreation and Park employees to be trained include the following: senior management, project managers, planners, IS Business analyst, superintendents, analysts, structural maintenance yard leadership.
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
No.

- 7. **Union Notification:** On 10/10/2017, the Department notified the following employee organizations of this PSC/RFP request:
Architect & Engineers, 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: Sean McFadden Phone: 415 831 2779 Email: sean.mcfadden@sfgov.org

Address: 501 Stanyan Street San Francisco, CA 94117

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 43499 - 17/18

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 12/04/2017

Receipt of Union Notification(s)

McFadden, Sean (REC)

From: dhr-psccordinator@sfgov.org on behalf of sean.mcfadden@sfgov.org
Sent: Tuesday, October 10, 2017 3:46 PM
To: McFadden, Sean (REC); kgeneral@ifpte21.org; kschumacher@ifpte21.org;
kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org;
L21PSCReview@ifpte21.org; McFadden, Sean (REC); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 43499 - 17/18

RECEIPT for Union Notification for PSC 43499 - 17/18 more than \$100k

The RECREATION AND PARK COMMISSION -- REC has submitted a request for a Personal Services Contract (PSC) 43499 - 17/18 for \$1,500,000 for Initial Request services for the period 02/01/2018 -- 01/01/2023. 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/10168> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again, change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: MUNICIPAL TRANSPORTATION AGENCY -- MTA

Dept. Code: MTA

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

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

Type of Service: as-needed facilities management services

Funding Source: local funding sources and state grants

PSC Duration: 5 years

PSC Amount: \$15,000,000

1. Description of Work

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

The vendor shall provide specialized facilities management services on short notice to augment existing SFMTA staff resources. Specifically, the vendor shall provide as-needed facilities management, inspection, repair, and preventative maintenance services for the SFMTA's Strategic Real Estate and Facilities Group of Agency leased and owned facilities, including: heating, ventilation, and air conditioning; plumbing and pipefitting; elevators/escalators; electrical; building management; commissioning; architectural and framework building maintenance; fire alarm systems; fire suppression system; roofing; janitorial; landscaping/ grounds; pest control; waste management and recycling; and other facilities management-related services.

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

In 2016, the SFMTA produced a Facility Condition Assessment (FCA) report which established the existence of a backlog of 1,200 maintenance items at various facilities totaling over \$200 million. The SFMTA formed the Strategic Real Estate and Facilities Group (Group) to manage improvement of aging facilities. The Group requires that SFMTA maintenance and trade resources be completely staffed to perform the services. However, due to the variety of work needed to address the FCA report and other unforeseen specialized maintenance needs, the need for specialized services at times exceeds the availability and capabilities of in-house staff to perform the work. Also there is inconsistent funding available to perform these repairs on a constant and consistent basis. The work from the FCA will be as-needed, when funding is available. If these services are denied, the safety, health, and well-being of staff working in these SFMTA facilities will be adversely impacted, resulting in delays in SFMTA operations, thereby negatively affecting abilities to provide services to the public.

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

Yes, similar contracts with similar services scopes were approved in the past, using PSC Nos. 4100-08/09 and 4130-12/13.

D. Will the contract(s) be renewed?

No.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.
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).
- Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator).
- Cases where future funding is so uncertain that the establishment of new civil service positions, classes or programs is not feasible (including situations where there is grant funding).

B. Explain the qualifying circumstances:

The SFMTA's backlog of items at its leased and owned facilities created a need for varied, specialized skills that existing staff do not provide. This backlog led to surges in demand for these services as funding became available, creating peak needs that cannot be sufficiently addressed using just available SFMTA or City/County resources. As future funding is inconsistent for performing this work, the establishment of additional civil service positions is not feasible.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: The service provider must possess expertise and special skills in facilities management, maintenance, and repairs in HVAC, plumbing and pipefitting, elevators/escalators, electrical, building management, commissioning, architecture and framework, building maintenance, fire alarm systems, fire suppression, roofing, janitorial, landscaping and grounds, pest control, waste management and recycling, and other facilities management-related services.
- B. Which, if any, civil service class(es) normally perform(s) this work? 2708, Custodian; 3417, Gardener; 7334, Stationary Engineer; 7342, Locksmith; 7344, Carpenter; 7345, Electrician; 7347, Plumber; 7510, Lighting Fixture Maint Worker;
- 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 worked with Department of Public Works staff to augment current SFMTA staff levels. However, supplementing current staff resources through task order contracting will not be sufficient to meet the demand for specialized services identified in the FCA. In addition, no City/County agency has resources to provide the services. The lack of specialized services supported by SFMTA or City/County staff and the inconsistent funding sources for these as-needed services make it difficult to bring in civil service employees for the work.

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

A. Explain why civil service classes are not applicable.

Civil service employees cannot perform these services due to their current staffing capacities and work load. The as-needed nature of most of this work also poses a challenge. Additionally, some SFMTA facility repairs require specialized services and expertise in areas that are not possessed by current civil services classes. Although certain civil service class employees may perform some of the work such as maintenance repairs and preventative maintenance inspections, they do not have the specific expertise for many larger or complex level 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. No, it would not be practical to adopt new civil service classes to perform this work. Specialized trades skills take years to master, hence the apprentice positions for most trades. Adopting civil service classes now to perform these tasks would take a while and the work may be completed before the SFMTA is able to bring and train qualified personnel for the work. There are currently some civil services classes that can perform some of these services, but the breadth and variety of services needed would be difficult for current civil service class to begin to develop in their respective positions.

6. Additional Information

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
No. No training is included because the breadth and variety of services, the as-need bases they will be performed, and the inconsistencies in funding make it difficult to incorporate training into delivery of contract services.

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

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

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

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

7. Union Notification: On 09/06/2017, the Department notified the following employee organizations of this PSC/RFP request:
Carpenters, Local 22; Electrical Workers, Local 6; Laborers, Local 261; Painters, Local 4; Pile Drivers, Local 34; Plasterers & Shophands, Local 66; Plumbers, Local 38; Roofers, Local 40; SEIU Local 1021; Sheet Metal Workers, Local 104; Stationary Engineers, Local 39

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

Name: Rod Goree Phone: 415-646-2553 Email: rod.goree@sfmta.com

Address: 1 S. Van Ness Ave - 6th Floor San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 47378 - 17/18

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 12/04/2017

Receipt of Union Notification(s)

Goree, Rod

From: dhr-psccordinator@sfgov.org on behalf of rod.goree@sfmta.com
Sent: Wednesday, September 06, 2017 5:20 PM
To: Goree, Rod; MRainsford@Local39.org; grojo@Local39.org; peter.masiak@seiu1021.org; thomas.vitale@seiu1021.org; Lopez, Ricardo; Kbasconcillo@sflower.org; Sandeep.lal@seiu1021.me; pcamarillo_seiu@sbcglobal.net; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; davidmkersten@gmail.com; ablood@cirseiu.org; xiumin.li@seiu1021.org; Sin.Yee.Poon@sfgov.org; david.canham@seiu1021.org; jtanner940@aol.com; pkarinen@nccrc.org; cityworker@sfcwu.org; LiUNA.local261@gmail.com; oashworth@ibew6.org; khughes@ibew6.org; smcgarry@nccrc.org; Goree, Rod; dhr-psccordinator@sfgov.org
Subject: Receipt of Notice for new PCS over \$100K PCS # 47378 - 17/18

RECEIPT for Union Notification for PSC 47378 - 17/18 more than \$100k

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a request for a Personal Services Contract (PSC) 47378 - 17/18 for \$15,000,000 for Initial Request services for the period 07/01/2018 – 06/30/2023. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/10054> 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

Goree, Rod

From: Goree, Rod
Sent: Thursday, September 07, 2017 10:20 AM
To: MRainsford@Local39.org; grojo@Local39.org; peter.masiak@seiu1021.org; thomas.vitale@seiu1021.org; Lopez, Ricardo; Kbasconcillo@sfgwater.org; Sandeep.lal@seiu1021.me; pcamarillo_seiu@sbcglobal.net; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; davidmkersten@gmail.com; ablood@cirseiu.org; xiumin.li@seiu1021.org; Sin.Yee.Poon@sfgov.org; david.canham@seiu1021.org; jtanner940@aol.com; pkarinen@nccrc.org; cityworker@sfcwu.org; LiUNA.local261@gmail.com; oashworth@ibew6.org; khughes@ibew6.org; smcgarry@nccrc.org; 'chet0923@aol.com'; 'ljmazzola@ualocal38.org'; 'larryjr@ualocal38.org'; 'rooferslocal40@gmail.com'; 'richardk@smw104.org'
Cc: Matt Lee; 'DHR-PSCCoordinator@sfgov.org'
Subject: FW: Receipt of Notice for new PCS over \$100K PSC # 47378 - 17/18
Attachments: PSC Form 1_PSC No. 47378_17-18 (As-Needed Facilities Management services).pdf

For your attention/information

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

From: dhr-psccordinator@sfgov.org [mailto:dhr-psccordinator@sfgov.org] On Behalf Of rod.goree@sfmta.com
Sent: Wednesday, September 06, 2017 5:20 PM
To: Goree, Rod <Rod.Goree@sfmta.com>; MRainsford@Local39.org; grojo@Local39.org; peter.masiak@seiu1021.org; thomas.vitale@seiu1021.org; Lopez, Ricardo <Ricardo.Lopez@sfgov.org>; Kbasconcillo@sfgwater.org; Sandeep.lal@seiu1021.me; pcamarillo_seiu@sbcglobal.net; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; davidmkersten@gmail.com; ablood@cirseiu.org; xiumin.li@seiu1021.org; Sin.Yee.Poon@sfgov.org; david.canham@seiu1021.org; jtanner940@aol.com; pkarinen@nccrc.org; cityworker@sfcwu.org; LiUNA.local261@gmail.com; oashworth@ibew6.org; khughes@ibew6.org; smcgarry@nccrc.org; Goree, Rod <Rod.Goree@sfmta.com>; dhr-psccordinator@sfgov.org
Subject: Receipt of Notice for new PCS over \$100K PSC # 47378 - 17/18

RECEIPT for Union Notification for PSC 47378 - 17/18 more than \$100k

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a request for a Personal Services Contract (PSC) 47378 - 17/18 for \$15,000,000 for Initial Request services for the period 07/01/2018 – 06/30/2023. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/10054> 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

Rod Goree

SFMTA Personal Services Contracts Coordinator

Human Resources Division – Employee & Labor Relations Section San Francisco Municipal Transportation Agency

1 S Van Ness Ave, 6th Fl

San Francisco, CA 94103

Email: rod.goree@sfmta.com

Phone: 415.646.2553

Mobile: 415.706.8342

Fax: 415.701.4402

www.sfmta.com

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Goree, Rod

From: Goree, Rod
Sent: Thursday, November 09, 2017 1:08 PM
To: 'XiuMin Li'; 'peter.masiak@seiu1021.org'; 'Kevin Hughes'; 'oashworth@ibew6.org'; 'mrainsford@local39.org'; 'John Chiarenza'; 'laborers261@gmail.com'; 'smcgarry@nccrc.org'; 'Richard Koenig'; 'anthonyu@smw104.org'
Cc: DHR-PSCCoordinator, DHR (HRD); Matt Lee; 'Magary, Kerstin'
Subject: PSC 47378-17/18
Attachments: PSC 47378_17-18 Statement of Discussions with Employee Unions.pdf

The attached has been uploaded to the DHR personal services contracts database for proposed PSC 47378-17/18.

Rod Goree

SFMTA Personal Services Contracts Coordinator

Human Resources Division – Employee & Labor Relations Section

San Francisco Municipal Transportation Agency

1 S Van Ness Ave, 6th Fl

San Francisco, CA 94103

Email: rod.goree@sfmta.com

Phone: 415.646.2553

Mobile: 415.706.8342

Fax: 415.701.4402

www.sfmta.com



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STATEMENT OF DISCUSSIONS WITH EMPLOYEE UNIONS ON PSC 47378-17/18

On September 7, 2017, the SFMTA notified the following employee unions of its request for Civil Service Commission approval of Personal Services Contract 47378-17/18:

- Local 22 (Carpenters)
- Local 261 (Painters)
- Local 34 (Pile Drivers)
- Local 38 (Plumbers)
- Local 1021 (SEIU Miscellaneous)
- Local 6 (Electrical Workers)
- Local 4 (Painters)
- Local 66 (Plasterers and Shophands)
- Local 40 (Roofers)
- Local 39 (Stationary Engineers)

On November 9, 2017, SFMTA staff met with Local 104 (Sheet Metal Workers) to discuss the personal services contract. Local 104 emphasized their objection to the *potential* use of non-union contractors. Local 104 waived the requirement it be notified at least 30 days in advance of CSC hearing.

R.K.
LOCAL
104
11/09/17

Of those organizations that contacted the SFMTA regarding the proposed general and professional services contract, the SFMTA's Facilities and Strategic Real Estate Section (F&SRE) and Employee & Labor Relations Section (E&LR) staff have communicated with representatives of those organizations by email to answer questions particular to respective members, and/or met with them by telephone or in person to discuss ("meet and discuss") concerns and answer their questions.

A common concern raised by some is the lack of specificity on the work to be contracted out in the Facility Condition Assessment (FCA). F&SRE agreed that it would like to have been more detailed about what work is to be performed and when, but because of the inconsistent funding, unforeseen maintenance needs, and staff capacity, it is difficult list specific scope due to the as-needed nature of the work. The scope does, however, provide service categories and the types of work that may be needed.

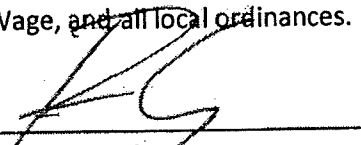
Another concern raised is of work provided to union employees. To address these concerns, F&SRE indicated that for any task order generated, SFMTA and City agency staff would have right of first refusal of the work. The order in which personnel would be requested to complete the task is:

- 1) In house SFMTA staff;
- 2) Public Works or other City staff; and
- 3) On-call consultants under the proposed contract or *via* a Job Order Contract (JOC).

This statement memorializes SFMTA's commitment to use City and County resources and offer right of first referral prior to utilizing as-needed services of vendor(s) under this contract.

In further assurances that City & County personnel will have priority in performing work under the FCA, EL& R agrees that employee unions, under memoranda of understanding, must receive advance notice of any construction/maintenance or JOC(s), where such services could potentially be performed by represented classifications. Finally, F&SRE will work with SFMTA Contract Administration section to ensure inclusion of interested local trade unions in RFP processes.

Finally, the SFMTA has confirmed that the proposed contract will comply with 12B, 14B, Prevailing Wage, and all local ordinances.


Rod Goree
SFMTA PSCs Coordinator

Date: November 9, 2017

Additional Attachment(s)

FACILITY CONDITION ASSESSMENT

prepared for

San Francisco Municipal Transportation Agency
One South Van Ness Avenue, 7th Floor
San Francisco, California 94103



FACILITY CONDITION ASSESSMENT
OF
505 7TH STREET (CIE)
505 7TH STREET
SAN FRANCISCO, CALIFORNIA 94103

PREPARED BY:

EMG
10461 Mill Run Circle, Suite 1100
Owings Mills, Maryland 21117
800.733.0660
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EMG CONTACT:

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800.733.0660 x7013
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EMG PROJECT #:

11580910R030-017-017

DATE OF REPORT:

January 28, 2010

ONSITE DATE:

December 10, 2009



engineering | environmental | capital planning | project management

EMG Corporate Headquarters 10461 Mill Run Circle, Suite 1100, Owings Mills, MD 21117 www.EMGcorp.com p 800.733.0660

Immediate Repairs Report
505 7th Street (CIE)
1/31/2016



Report Section	Location Description	Cost Description	Quantity	Unit	Unit Cost *	Subtotal	Deficiency Repair Estimate *
3.2	main entrance	ADA, Miscellaneous, Intercom Buzzer, Install	1	EA	\$1,290.30	\$1,290	\$1,597
3.2	building	ADA, Miscellaneous, Fire Alarm Devices, Strobe/Horn, Install	10	EA	\$430.10	\$4,301	\$5,325
3.2	parking area	ADA, Parking, Designated Stall with Pavement Markings & Signage (Van), Install	1	EA	\$2,365.55	\$2,366	\$2,929
5.2	exterior stair	Wood, Exterior Stairs, Refinish	500	SF	\$4.85	\$2,423	\$2,999
5.5	main entrance	Signs, Guide and Directional, 216 SQ IN, Replace	1	EA	\$150.45	\$150	\$186
6.3	roof membrane	Single-Ply EPDM Membrane Roof, Replace	8050	SF	\$17.88	\$143,966	\$178,230
6.3	roof	Single Unit Glass Skylight, Replace	280	SF	\$79.17	\$22,167	\$27,443
6.4	building	Exterior Wall Paint, 1-2 Stories, Prep & Paint	5000	SF	\$4.88	\$24,395	\$30,201
6.4	exterior walls	Stucco, Painted, Exterior, 1-2 Stories, Replace	3000	SF	\$30.91	\$92,718	\$114,785
6.6	second floor	Aluminum Window, Double Glazed, 1-2 Stories, 24 SF, Replace	15	EA	\$1,479.77	\$22,196	\$27,479
7.1	roof	Package Unit, 3 Ton, Replace	1	EA	\$16,782.23	\$16,782	\$20,776
7.1	roof	Package Unit, 8 to 10 Ton, Replace	1	EA	\$31,542.55	\$31,543	\$39,050
7.1	roof	Package Unit, 4 Ton, Replace	3	EA	\$17,988.36	\$53,965	\$66,809
7.1	roof	Heat Pump, 2.5 to 3 Ton, Replace	1	EA	\$9,810.58	\$9,811	\$12,145
7.1	roof	Package Unit, 6 to 7.5 Ton, Replace	3	EA	\$24,472.91	\$73,419	\$90,892
7.6	building	Fire Alarm System, Office Building, Upgrade/Install	9680	SF	\$4.01	\$38,836	\$48,079
7.6	Throughout	Fire Alarm Control Panel, Multiplex, Replace	1	EA	\$27,683.40	\$27,683	\$34,272
8.1	throughout restrooms	Ceramic Tile Flooring, Repair	500	SF	\$42.33	\$21,165	\$26,202
Immediate Repairs Total							\$729,401

* Location Factor (1.238) included in totals.



al	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Deficiency Repair Estimate	
37	\$1,597																				\$1,597	
25	\$5,325																					\$5,325
29	\$2,929																					\$2,929
39	\$2,999					\$2,999					\$2,999					\$2,999						\$11,996
59		\$1,759						\$1,759					\$1,759					\$1,759				\$7,038
38								\$8,288														\$8,288
12		\$7,342																				\$7,342
36	\$186										\$186											\$373
35		\$2,765																				\$2,765
30	\$178,230																					\$178,230
13	\$27,443																					\$27,443
11	\$30,201																					\$30,201
35	\$114,785																					\$114,785
79	\$27,479																					\$27,479
38						\$9,998																\$9,998
76	\$20,776															\$20,776						\$41,553
50	\$39,050															\$39,050						\$78,099
39	\$66,809															\$66,809						\$133,618
15	\$12,145															\$12,145						\$24,291
32	\$90,892															\$90,892						\$181,785
27							\$7,427										\$7,427					\$14,854
23												\$341,823										\$341,823
14						\$89,104																\$89,104
39												\$228,969										\$228,969
30				\$162,980																		\$162,980
79	\$48,079																					\$48,079
72	\$34,272															\$34,272						\$68,544
19		\$39,449							\$39,449											\$39,449		\$118,346
12	\$26,202																					\$26,202
24		\$12,224											\$12,224									\$24,447
36		\$26,366											\$26,366									\$52,733
15		\$6,545																				\$6,545
	\$729,401	\$45,994	\$50,456	\$0	\$162,980	\$12,997	\$96,531	\$10,047	\$0	\$39,449	\$3,185	\$570,791	\$40,349	\$0	\$0	\$266,944	\$7,427	\$41,208	\$0	\$0	\$0	\$2,077,760
	\$729,401	\$47,374	\$53,529	\$0	\$183,436	\$15,067	\$115,263	\$12,357	\$0	\$51,472	\$4,281	\$790,109	\$57,529	\$0	\$0	\$415,890	\$11,918	\$68,111	\$0	\$0	\$0	\$2,555,735

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FACILITY CONDITION ASSESSMENT

505 7TH STREET (CIE)
 505 7TH STREET
 SAN FRANCISCO, CALIFORNIA 94103

EMG PROJECT NO: 115503.15R000-017.017

1 EXECUTIVE SUMMARY

1.1 PROPERTY INFORMATION AND GENERAL PHYSICAL CONDITION

The property information is summarized in the table below. More detailed descriptions may be found in the various sections of the report and in the Appendices.

PROPERTY INFORMATION		
Address:	505 7 th Street, San Francisco, California 94103	
Year constructed:	~ 1920	
Management Point of Contact:	San Francisco Municipal Transit Agency Erwin Tjon, Supervisor 510.504.4422 phone	
Property type:	Office	
Site area:	~ 0.2 Acres	
Gross floor area:	9,680 Square Feet	
Number of buildings:	1	
Number of stories:	2	
Parking type and number of spaces:	5 spaces in a single open lot	
Building construction:	Two story reinforced concrete	
Roof construction:	Flat roofs covered by an EPDM and topped with heavy elastomeric paint-on sealer	
Exterior Finishes:	Stucco	
Heating and/or Air Conditioning:	Heating System	Rooftop Package Units
	Cooling System	Rooftop Package Units
Fire and Life/Safety:	Fire hydrants, smoke detectors, fire alarms, extinguishers, pull stations, alarm panel and exit signs.	
Dates of visit:	December 10, 2015	
Point of Contact (POC):	Erwin Tjon	
Assessment and Report Prepared by:	David Harrell	
Reviewed by:	Lowell E Chapman III Program Manager lchapman@emgcorp.com 800.733.0660 x 7613	

Generally, the property appears to have been constructed within industry standards in force at the time of construction. The property appears to have been minimally maintained in recent years and is in fair overall condition.

According to property management personnel, the property has had a limited capital improvement expenditure program over the past three years, primarily consisting of new carpeting for the first floor. Supporting documentation was not provided in support of these claims but the work is evident from the site visit.



FACILITY CONDITION ASSESSMENT

505 7TH STREET (CIE)
505 7TH STREET
SAN FRANCISCO, CALIFORNIA 94103

EMG PROJECT NO: 115503.15R000-017.017

1.2 SPECIAL ISSUES AND FOLLOW-UP RECOMMENDATIONS

As part of the FCA, a limited assessment of accessible areas of the building(s) was performed to determine the presence of mold, conditions conducive to mold growth, and/or evidence of moisture. Property personnel were interviewed concerning any known or suspected mold, elevated relative humidity, water intrusion, or mildew-like odors. Sampling is not a part of this assessment.

There are no visual indications of the presence of mold growth, conditions conducive to mold growth, or evidence of moisture in representative readily accessible areas of the property.

1.3 OPINIONS OF PROBABLE COST

Cost estimates are attached at the front of this report (following the cover page).

These estimates are based on Invoice or Bid Document/s provided either by the Owner/facility and construction costs developed by construction resources such as *R.S. Means* and *Marshall & Swift*, EMG's experience with past costs for similar properties, city cost indexes, and assumptions regarding future economic conditions.

1.3.1. METHODOLOGY

Based upon site observations, research, and judgment, along with referencing Expected Useful Life (EUL) tables from various industry sources, EMG opines as to when a system or component will most probably necessitate replacement. Accurate historical replacement records, if provided, are typically the best source of information. Exposure to the elements, initial quality and installation, extent of use, the quality and amount of preventive maintenance exercised, etc., are all factors that impact the effective age of a system or component. As a result, a system or component may have an effective age that is greater or less than its actual chronological age. The Remaining Useful Life (RUL) of a component or system equals the EUL less its effective age. Projections of Remaining Useful Life (RUL) are based on continued use of the Property similar to the reported past use. Significant changes in tenants and/or usage may affect the service life of some systems or components.

Where quantities could not be derived from an actual take-off, lump sum costs or allowances are used. Estimated costs are based on professional judgment and the probable or actual extent of the observed defect, inclusive of the cost to design, procure, construct and manage the corrections.

1.3.2. IMMEDIATE REPAIRS

Immediate repairs are opinions of probable costs that require immediate action as a result of: (1) material existing or potential unsafe conditions, (2) material building or fire code violations, or (3) conditions that, if not addressed, have the potential to result in, or contribute to, critical element or system failure within one year or will most probably result in a significant escalation of its remedial cost.

1.3.3. REPLACEMENT RESERVES

Replacement Reserves are for recurring probable expenditures, which are not classified as operation or maintenance expenses. The replacement reserves should be budgeted for in advance on an annual basis. Replacement Reserves are reasonably predictable both in terms of frequency and cost. However, Replacement Reserves may also include components or systems that have an indeterminable life but, nonetheless, have a potential for failure within an estimated time period.

Replacement Reserves exclude systems or components that are estimated to expire after the reserve term and are not considered material to the structural and mechanical integrity of the subject property. Furthermore, systems and components that are not deemed to have a material effect on the use of the Property are also excluded. Costs that are caused by acts of God, accidents, or other occurrences that are typically covered by insurance, rather than reserved for, are also excluded.

Replacement costs are solicited from ownership/property management, EMG's discussions with service companies, manufacturers' representatives, and previous experience in preparing such schedules for other similar facilities. Costs for work performed by the ownership's or property management's maintenance staff are also considered.

EMG's reserve methodology involves identification and quantification of those systems or components requiring capital reserve funds within the assessment period. The assessment period is defined as the effective age plus the reserve term. Additional information concerning system's or component's respective replacement costs (in today's dollars), typical expected useful lives, and remaining useful lives were estimated so that a funding schedule could be prepared. The Replacement Reserves Schedule presupposes that all required remedial work has been performed or that monies for remediation have been budgeted for items defined in the Immediate Repair and Short Term Cost Estimate.

FACILITY CONDITION ASSESSMENT

505 7TH STREET (CIE)
505 7TH STREET
SAN FRANCISCO, CALIFORNIA 94103

EMG PROJECT NO: 115503.15R000-017.017

2 PURPOSE AND SCOPE

2.1 PURPOSE

EMG was retained by the client to render an opinion as to the Property's current general physical condition on the day of the site visit.

Based on the observations, interviews and document review outlined below, this report identifies significant deferred maintenance issues, existing deficiencies, and material code violations of record at municipal offices, which affect the Property's use. Opinions are rendered as to its structural integrity, building system condition and the Property's overall condition. The report also notes building systems or components that have realized or exceeded their typical expected useful lives.

The physical condition of building systems and related components are typically defined as being in one of five conditions: Excellent, Good, Fair, Poor, Missing/Failed, or a combination thereof. For the purposes of this report, the following definitions are used:

Excellent	=	New or very close to new; component or system typically has been installed within the past year, sound and performing its function. Eventual repair or replacement will be required when the component or system either reaches the end of its useful life or fails in service.
Good	=	Satisfactory as-is. Component or system is sound and performing its function, typically within the first third of its lifecycle. However, it may show minor signs of normal wear and tear. Repair or replacement will be required when the component or system either reaches the end of its useful life or fails in service.
Fair	=	Showing signs of wear and use but still satisfactory as-is, typically near the median of its estimated useful life. Component or system is performing adequately at this time but may exhibit some signs of wear, deferred maintenance, or evidence of previous repairs. Repair or replacement will be required due to the component or system's condition and/or its estimated remaining useful life.
Poor	=	Component or system is significantly aged, flawed, functioning intermittently or unreliably; displays obvious signs of deferred maintenance; shows evidence of previous repair or workmanship not in compliance with commonly accepted standards; has become obsolete; or exhibits an inherent deficiency. The present condition could contribute to or cause the deterioration of contiguous elements or systems. Either full component replacement is needed or repairs are required to restore to good condition, prevent premature failure, and/or prolong useful life.
Missing/Failed	=	Component or system has either failed or is missing where it should be present. Replacement, repair, or addition of component(s) or system(s) is recommended or required.

Throughout sections 5 through 9 of this report, each report section will typically contain three subsections organized in the following sequence:

- A descriptive table (and/or narrative), which identifies the components assessed, their condition, and other key data points.
- A simple bulleted list of Anticipated Lifecycle Replacements, which lists components and assets typically in Excellent, Good, or Fair condition at the time of the assessment but that will require replacement or some other attention once aged past their estimated useful life. These listed components are typically included in the associated inventory database with costs identified and budgeted beyond the first several years.
- A bulleted cluster of Actions/Comments, which include more detailed narratives describing deficiencies, recommended repairs, and short term replacements. The assets and components associated with these bullets are/were typically problematic and in Poor or Missing/Failed condition at the time of the assessment, with corresponding costs included within the first few years.

2.2 SCOPE

The standard scope of the Facility Condition Assessment includes the following:

- Visit the Property to evaluate the general condition of the building and site improvements, review available construction documents in order to familiarize ourselves with, and be able to comment on, the in-place construction systems, life safety, mechanical, electrical, and plumbing systems, and the general built environment.
- Identify those components that are exhibiting deferred maintenance issues and provide cost estimates for Immediate, Short Term, and Replacement Reserves based on observed conditions, maintenance history and industry standard useful life estimates. This will include the review of documented capital improvements completed within the last five-year period and work currently contracted for, if applicable.
- Provide a full description of the Property with descriptions of in-place systems and commentary on observed conditions.



FACILITY CONDITION ASSESSMENT

505 7TH STREET (CIE)
505 7TH STREET
SAN FRANCISCO, CALIFORNIA 94103

EMG PROJECT NO: 115503.15R000-017.017

- Provide a general statement of the subject Property's compliance to Title III of the Americans with Disabilities Act. This will not constitute a full ADA survey, but will help identify exposure to issues and the need for further review.
- Perform a limited assessment of accessible areas of the building(s) for the presence of mold, conditions conducive to mold growth, and/or evidence of moisture. EMG will also interview Project personnel regarding the presence of any known or suspected mold, elevated relative humidity, water intrusion, or mildew-like odors. Potentially affected areas will be photographed. Sampling will not be considered in routine assessments.
- List the current utility service providers.
- Review maintenance records and procedures with the in-place maintenance personnel.
- Observe a representative sample of the interior tenant spaces/units, including vacant spaces/units, in order to gain a clear understanding of the property's overall condition. Other areas to be observed include the exterior of the property, the roofs, interior common areas, and mechanical, electrical and elevator equipment rooms.
- Appropriate inquiries of municipal officials regarding the existence of pending unresolved building, zoning or fire code violations on file, and a determination of the current zoning category, flood plain zone, and seismic zone for the Property.
- Provide recommendations for additional studies, if required, with related budgetary information.
- Tenant responsibility for maintenance, repair or replacement of finishes, fixtures, or equipment is not addressed by this scope of services.

2.3 PERSONNEL INTERVIEWED

The following personnel from the facility and government agencies were interviewed in the process of conducting the FCA:

NAME AND TITLE	ORGANIZATION	PHONE NUMBER
Erwin Tjon Supervisor	SFMTA	510.504.4422

The FCA was performed with the assistance of Erwin Tjon, Supervisor, SFMTA, the onsite Point of Contact (POC), who was cooperative and provided information that appeared to be accurate based upon site observations. The onsite contact is completely knowledgeable about the subject property and answered most questions posed during the interview process. The POC's management involvement at the property has been for the past 19 years.

2.4 DOCUMENTATION REVIEWED

Prior to the FCA, relevant documentation was requested that could aid in the knowledge of the subject property's physical improvements, extent and type of use, and/or assist in identifying material discrepancies between reported information and observed conditions. The review of submitted documents does not include comment on the accuracy of such documents or their preparation, methodology, or protocol. The Documentation Request Form is provided in Appendix E.

Although Appendix E provides a summary of the documents requested or obtained, the following list provides more specific details about some of the documents that were reviewed or obtained during the site visit.

- Draft SFMTA Real Estate and Facilities Vision for the 21ST Century

2.5 PRE-SURVEY QUESTIONNAIRE

A Pre-Survey Questionnaire was evaluated while onsite with the POC. The questionnaire is included in Appendix E. Information obtained from the questionnaire has been used in preparation of this report.

2.6 WEATHER CONDITIONS

10 December 15: Clear, with temperatures in the 60s (°F) and light winds.

FACILITY CONDITION ASSESSMENT

505 7TH STREET (CIE)
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SAN FRANCISCO, CALIFORNIA 94103

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3 CODE INFORMATION AND ACCESSIBILITY

3.1 CODE INFORMATION, FLOOD ZONE AND SEISMIC ZONE

Based on a review of the San Francisco Building Department information available on line, there are no outstanding building code violations on file. The Building Department does not have an annual inspection program. They only inspect new construction, work that requires a building permit, and citizen complaints.

Based on a review of the San Francisco Planning Department information available on line, the property is located within a SALI-Service, Arts, Light Industrial zoning district and appears to be a conforming use.

According to the 1997 Uniform Building Code Seismic Zone Map of the United States, the property is located in Seismic Zone 4, defined as an area of high probability of damaging ground motion.

3.2 ADA ACCESSIBILITY

Generally, Title III of the Americans with Disabilities Act (ADA) prohibits discrimination by entities to access and use of "areas of public accommodations" and "commercial facilities" on the basis of disability. Regardless of its age, these areas and facilities must be maintained and operated to comply with the Americans with Disabilities Act Accessibility Guidelines (ADAAG).

Buildings completed and occupied after January 26, 1992 are required to comply fully with the ADAAG. Existing facilities constructed prior to this date are held to the lesser standard of compliance to the extent allowed by structural feasibility and the financial resources available. As an alternative, a reasonable accommodation pertaining to the deficiency must be made.

During the FCA, a limited visual observation for ADA accessibility compliance was conducted. The scope of the visual observation was limited to those areas set forth in *EMG's Abbreviated Accessibility Checklist* provided in Appendix D of this report. It is understood by the Client that the limited observations described herein does not comprise a full ADA Compliance Survey, and that such a survey is beyond the scope of EMG's undertaking. Only a representative sample of areas was observed and, other than as shown on the Abbreviated Accessibility Checklist, actual measurements were not taken to verify compliance.

At an office property, the areas considered as a public accommodation besides the site itself and parking, are the exterior accessible route, the interior accessible route up to the interior common areas, including the common area restrooms.

The facility does not appear to be accessible with Title III of the Americans with Disabilities Act. Elements as defined by the ADAAG that are not accessible as stated within the priorities of Title III, are as follows:

Parking

- Adequate number of designated parking stalls and signage for cars are not provided.
- Adequate number of designated parking stalls and signage for vans are not provided.
- Signage indicating accessible parking spaces for cars and vans are not provided.

Entrances/Exits

- Install buzzer or intercom for assistance and service at exterior entrance doors or parking space.

Paths of Travel

- Add visual alarm to existing audible fire alarm.

Restrooms

- Add visual alarm to existing audible fire alarm.

A full ADA Compliance Survey may reveal additional aspects of the property that are not in compliance.

Corrections of these conditions should be addressed from a liability standpoint, but are not necessarily code violations. The Americans with Disabilities Act Accessibility Guidelines concern civil rights issues as they pertain to the disabled and are not a construction code, although many local jurisdictions have adopted the Guidelines as such. The cost to address the achievable items noted above is included in the Capital Needs Planning Database.

FACILITY CONDITION ASSESSMENT

505 7TH STREET (CIE)
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4 EXISTING BUILDING ASSESSMENT

4.1 BUILDING USAGE

All 9,680 square feet of the building are leased and occupied by SFMTA.

4.2 AREAS OBSERVED

All portions of the facility were observed in order to gain a clear understanding of the property's overall condition. Other areas accessed included the exterior of the property and the roof.

All areas of the property were available for observation during the site visit.

FACILITY CONDITION ASSESSMENT

505 7TH STREET (CIE)
 505 7TH STREET
 SAN FRANCISCO, CALIFORNIA 94103

EMG PROJECT NO: 115503.15R000-017.017

5 SITE IMPROVEMENTS

5.1 UTILITIES

The following table identifies the utility suppliers and the condition and adequacy of the services.

SITE UTILITIES		
UTILITY	SUPPLIER	CONDITION AND ADEQUACY
Sanitary sewer	San Francisco Public Utilities Commission	Good
Storm sewer	San Francisco Public Utilities Commission	Good
Domestic water	San Francisco Public Utilities Commission	Good
Electric service	Pacific Gas and Electric	Good
Natural gas service	Pacific Gas and Electric	Good

Actions/Comments:

- According to the POC, the utilities provided are adequate for the property. There are no unique, onsite utility systems such as septic systems, water or waste water treatment plants, or propane gas tanks.

5.2 PARKING, PAVING, AND SIDEWALKS

ITEM	DESCRIPTION
Main Ingress and Egress	7 th Street
Access from	West
Additional Entrances	Alley access
Additional Access from	South

PAVING AND FLATWORK			
ITEM	MATERIAL	LAST WORK DONE	CONDITION
Entrance Driveway Apron	Concrete	+15 years	Fair
Parking Lot	Asphalt	+5 years	Fair
Sidewalks	Cast in-place Concrete	+10 years	Fair
Curbs	Cast in-place Concrete	+10 years	Fair
Pedestrian Ramps	None	--	--



FACILITY CONDITION ASSESSMENT

505 7TH STREET (CIE)
 505 7TH STREET
 SAN FRANCISCO, CALIFORNIA 94103

EMG PROJECT NO: 115503.15R000-017.017

PARKING COUNT				
OPEN LOT	CARPORT	BUS LOT	SUBTERRANEAN GARAGE	FREESTANDING PARKING STRUCTURE
5	--	--	--	--
Number of ADA Compliant Spaces			0	
Number of ADA Compliant Spaces for Vans			0	
Car Parking Spaces			0	
Bus Parking Spaces			0	
Total Parking Spaces			0	
Method of obtaining parking count			Physical count	

EXTERIOR STAIRS ON GRADE			
LOCATION	MATERIAL	HANDRAILS	CONDITION
South side of property	Wood	Wood	Poor

Anticipated Lifecycle Replacements:

- Asphalt parking is in fair overall condition.

Actions/Comments:

- The exterior stairs show deterioration and wear on their traveled surfaces. The entire stair needs repainting to prevent premature wear and weathering of the wood. It is recommended that anti-skid treads be installed to prevent slippage and potential fall hazard.
- Both asphalt crackseal, seal and stripe as well as asphalt overlay will be required early in the term.

5.3 DRAINAGE SYSTEMS AND EROSION CONTROL

DRAINAGE SYSTEM AND EROSION CONTROL		
SYSTEM	EXISTS AT SITE	CONDITION
Surface Flow	<input checked="" type="checkbox"/>	Fair
Inlets	<input checked="" type="checkbox"/>	Fair
Municipal System	<input checked="" type="checkbox"/>	Fair

Anticipated Lifecycle Replacements:

- No components of significance



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Actions/Comments:

- There is no evidence of storm water runoff from adjacent properties. The storm water system appears to provide adequate runoff capacity. There is no evidence of major ponding or erosion.

5.4 TOPOGRAPHY AND LANDSCAPING

ITEM	DESCRIPTION						
Site Topography	The developed area of the site is flat.						
Landscaping	Trees	Grass	Flower Beds	Planters	Drought Tolerant Plants	Decorative Stone	None
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Landscaping Condition	-						
Irrigation	Automatic Underground		Drip		Hand Watering		None
	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input checked="" type="checkbox"/>
Irrigation Condition	-						

RETAINING WALLS		
TYPE	LOCATION	CONDITION
None	--	-

Surrounding properties include commercial and light industrial developments.

Anticipated Lifecycle Replacements:

- No components of significance

Actions/Comments:

- The topography and adjacent uses do not appear to present conditions detrimental to the property. There are no significant areas of erosion.

5.5 GENERAL SITE IMPROVEMENTS

PROPERTY SIGNAGE	
Property Signage	Building Mounted
Street Address Displayed?	Yes



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SITE AND BUILDING LIGHTING					
Site Lighting	None	Pole Mounted	Bollard Lights	Ground Mounted	Parking Lot Pole Type
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Fair				
Building Lighting	None		Wall Mounted	Recessed Soffit	
	<input type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
	Fair				

SITE FENCING		
TYPE	LOCATION	CONDITION
Chain link with metal posts	Alley entrance	Fair
Chain link with metal posts	Trash enclosure	Fair

REFUSE DISPOSAL				
Refuse Disposal	Individual Garbage Bins			
Dumpster Locations	Mounting	Enclosure	Contracted?	Condition
Alley entrance	Asphalt Paving	chain link fence	Yes	Fair

Anticipated Lifecycle Replacements:

- Building mounted lighting is in fair overall condition.
- Chain link fencing is in fair overall condition.

Actions/Comments:

- The property currently lacks adequate identification signage. The condition of the signage (small 6 inch block numeral on door) may impede the timely arrival of emergency services personnel and equipment. The signage requires replacement.



6 BUILDING ARCHITECTURAL AND STRUCTURAL SYSTEMS

6.1 FOUNDATIONS

BUILDING FOUNDATION		
ITEM	DESCRIPTION	CONDITION
Floor	Concrete Slab on grade	Fair
Footings	Pad footing	Fair
Basement and Crawl Space	None	--

Anticipated Lifecycle Replacements:

- No components of significance

Actions/Comments:

- The foundation and footings cannot be directly observed. Walls and floors appear to be plumb, level, and stable. There are no significant signs of deflection or movement.

6.2 SUPERSTRUCTURE

BUILDING SUPERSTRUCTURE		
ITEM	DESCRIPTION	CONDITION
Framing	Steel Columns	Fair
Upper Floors	Steel Beams	Fair
Roof Structure	Glue-laminated beams with wood sub-purlins	Fair
Roof Sheathing	Oriented Strand Board (OSB)	Fair

Anticipated Lifecycle Replacements:

- No components of significance.

Actions/Comments:

- The superstructure is exposed in some locations, which allows for limited observation. Walls and floors appear to be plumb, level, and stable. There are no significant signs of deflection or movement.

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6.3 ROOFING

PRIMARY ROOF			
Type	Flat	Finish	EPDM and topped with heavy elastomeric paint-on sealer
Maintenance	Outside Contractor	Roof Age	9 Years
Flashing	Membrane	Warranties	none
Parapet and Copings	Parapet with sheet metal coping	Roof Drains	Internal drains
Fascia	None	Insulation	Rigid Board
Soffits	None	Skylights	Yes
Attics	--	Ponding	Yes
Ventilation Source-1	Power Vents	Leaks Observed	No
Ventilation Source-2	Choose an item.	Roof Condition	Poor

Anticipated Lifecycle Replacements:

- Roof covering is in poor condition.
- Roof flashings is in poor condition.
- Skylights are in poor condition.

Actions/Comments:

- The roof finishes appear to be nearly 20 years old. Information regarding roof warranties or bonds was not available. A copy of the warranty was requested but was not available. The roofs are maintained by an outside contractor.
- The field of the roof has significant areas of topping degradation, alligatoring, exposed felts, physical damage, cracking, seam failure, blistering, ridging, and curled edges. The roof membranes require replacement.
- Roof leaks have occurred within the past year, and some of these leaks remain active. The leaks occur mostly around the skylights. All active leaks are to be remedied with the membrane and skylight replacement.
- The roof flashings have isolated areas of damaged flashing elements mostly along the skylight areas. The flashing throughout must be replaced at the time of the membrane replacement.
- The parapet walls and copings have significant areas of damaged coping; there is a 10 foot section that is completely detached from the building allowing a direct path for water intrusion. The damaged copings must be replaced at the time of the membrane replacement.
- Roof drainage appears to be inadequate. Isolated areas of ponding are evident. The low spots in the roof must be sloped at the time of the membrane replacement so that future ponding does not occur.

6.4 EXTERIOR WALLS

BUILDING EXTERIOR WALLS		
TYPE	LOCATION	CONDITION
Primary Finish	Stucco	Poor
Accented With	Painted Wood Decoration	Poor



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BUILDING EXTERIOR WALLS		
TYPE	LOCATION	CONDITION
Soffits	Not Applicable	--

Building sealants (caulking) are located between dissimilar materials, at joints, and around window and door openings.

Anticipated Lifecycle Replacements:

- Exterior paint is in poor condition.
- Stucco is in poor condition.
- Concrete repair and patching.

Actions/Comments:

- The decorative wood trim has significant areas of dry-rotted, weathered and deteriorated wood trim. The damaged materials must be replaced. In addition to these repairs, the exterior walls will require painting.
- The stucco has significant areas of cracks, spalled stucco and damaged stucco. The damaged stucco must be replaced throughout.
- The concrete walls have isolated areas of cracking or spalling and are to be patched at the time of exterior painting.

6.5 EXTERIOR AND INTERIOR STAIRS

BUILDING EXTERIOR AND INTERIOR STAIRS					
TYPE	DESCRIPTION	RISER	HANDRAIL	BALUSTERS	CONDITION
Building Exterior Stairs	Wood-framed	Close	Wooden	Wooden	Poor
Building Interior Stairs	Wood-framed with carpet	Close	Wooden	None	Good

Anticipated Lifecycle Replacements:

- See Section 5.2 for at grade exterior stairs.

Actions/Comments:

- See Section 5.2 for at grade exterior stairs.

6.6 EXTERIOR WINDOWS AND DOORS

BUILDING WINDOWS				
WINDOW FRAMING	GLAZING	LOCATION	WINDOW SCREEN	CONDITION
Aluminum-framed storefront	Single Pane	First floor	<input type="checkbox"/>	Fair
Metal framed	Single Pane	Second floor	<input type="checkbox"/>	Poor



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BUILDING DOORS						
Exterior Doors	Door Type			Condition		
	Hollow Metal			Fair		
	Cylindrical Lockset	Handle	Security Chain	Deadbolts	Spy-Eyes	Door Knockers
	Yes	Lever	No	Keyless	No	No
Main building Entrance Door	Store front			Fair		

Anticipated Lifecycle Replacements:

- Windows are in fair to poor overall condition.
- Storefront glazing is in fair overall condition.
- Exterior doors are in fair condition.

Actions/Comments:

- The windows are antiquated, energy-inefficient units with single-pane glazing. Some of the windows are difficult to open and close. Window replacement is recommended.
- The windows display isolated evidence of leaks and water-damaged finishes. The damaged windows must be repaired and resealed or replaced.
- The glazing system has significant areas of brittle, damaged, deteriorated and missing sealant. The damaged sealant must be replaced.



7 BUILDING MECHANICAL AND PLUMBING SYSTEMS

7.1 BUILDING HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)

BUILDING CENTRAL HEATING SYSTEM	
Primary Heating System Type	Package Rooftop Units
Quantity	8
Heating Fuel	Natural Gas
Heating System Input Capacity (btuh)	Varies
Manufactured Rated Efficiency	80%
Location of Equipment	Rooftop
Space Served by System	Throughout
Age	18
Heating Plant Condition	Fair

BUILDING CENTRAL COOLING SYSTEM	
Primary Cooling System Type	Package Units with a single split system
Quantity	8
Refrigerant	R-22
Cooling System Capacity (Tons)	4.0Ton (3x), 3.0Ton (1X), 7.5Ton (2X), 6Ton(1X), 8.5Ton(1X)
Cooling Tower Size	None
Manufactured Rated Efficiency	10.0 EER
Location of Equipment	Rooftop
Space Served by System	building
Age	18
Cooling Plant Condition	Fair

DISTRIBUTION SYSTEM	
Hot/chilled Water Distribution System	--
Hot Water Circulation Pump Size and Qty.	--
Chilled Water Circulation Pump Size and Qty	--
Air Distribution System	Constant
Air Handling Unit Location	None
Air Handling Unit- Serving	None
Location Fan Coil Unit (s)	None
Spaces Served by Fan Coil Unit (s)	None
Common Area Temperature Control	Non-Programmable
Building Ventilation	Roof Top Exhaust Fans
Distribution System Condition	Fair

Anticipated Lifecycle Replacements:

- Package units are in poor overall condition.
- Split system is in poor overall condition.

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Actions/Comments:

- The HVAC systems are maintained by an outside contractor.
- Approximately 90 percent of the HVAC equipment is original. The HVAC equipment appears to have been installed in 1997. HVAC equipment is replaced on an "as needed" basis.
- The HVAC equipment appears to be functioning adequately overall. The property management staff was interviewed about the historical and recent performance of the equipment and systems. No ongoing problems were reported. However, due to the age of the equipment and inevitable failure of parts and components over time, most of the equipment will require replacement at this time. These costs may be found in the Capital Needs Planning Database.
- Air distribution is provided to supply air registers by ducts concealed above the ceilings. The heating and cooling system are controlled by local thermostats.
- The stair wells, bathrooms, and other areas are ventilated by mechanical exhaust fans. Large capacity ventilation fans are mounted on the roof and are connected by concealed ducts to each ventilated space.

7.2 BUILDING PLUMBING AND DOMESTIC HOT WATER

BUILDING PLUMBING SYSTEM		
TYPE	DESCRIPTION	CONDITION
Water Supply Piping	Copper	Fair
Waste/Sewer Piping	Cast Iron Pipe	Fair
Vent Piping	PVC Pipe	Fair
Water Meter Location	Street	

DOMESTIC WATER HEATERS OR BOILERS	
Component(s)	Water Heater
Fuel	Natural Gas
Storage Capacity	98 gallons
Input Capacity	75,000 Btuh
Supplementary Storage Tanks?	No
Storage Tank Volume	--
Quantity of Storage Tanks	--
Boiler or Water Heater Condition:	Fair
Domestic Hot Water Circulation Pump/s (HP)	--
Pressure and Flow of Hot Water	Adequate
Domestic Water Booster Pumps (hp)	--
Pressure and Flow of City Water	Adequate

COMMON AREA PLUMBING FIXTURES	
Water Closets	Commercial Grade
Water Closets Rating	1.6 GPF
Common Area Faucet, GPM	1.0 GPM
Condition	Fair



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Anticipated Lifecycle Replacements:

- Water heater is in fair condition.

Actions/Comments:

- The plumbing systems appear to be well maintained and functioning adequately. The water pressure appears to be sufficient. No significant repair actions or short term replacement costs are required.

7.3 BUILDING GAS DISTRIBUTION

Gas service is supplied from the gas main on the adjacent public street. The gas meter and regulator are located along the exterior walls of the building in an enclosed fence. The gas distribution piping within the building is malleable steel (black iron).

Anticipated Lifecycle Replacements:

- No components of significance

Actions/Comments:

- The pressure and quantity of gas appear to be adequate.
- The gas meter and regulator appear to be functioning adequately and will require routine maintenance.
- Only limited observation of the gas distribution piping can be made due to hidden conditions.

7.4 BUILDING ELECTRICAL

BUILDING ELECTRICAL SYSTEMS			
Electrical lines run	Underground	Transformer	Pole-mounted
Service size (Amps)	600 Amps	Volts	120/208 Volt, three-phase
Meter and panel location	Adjacent to PCO Entry	Branch wiring	Copper
Conduit	Metallic	Circuit Breaker Panel	Located throughout the building
Number of Buildings	Single	Building Intercom System	No
Distribution Condition	Good		
Panel and Transformer Condition	Good		
Lighting Condition	Fair		

BUILDING EMERGENCY SYSTEM			
Size (kVA or kW)	20 kW	Fuel	Diesel
Generator Serves	Throughout	Tank location	Pad mounted
Testing frequency	Unknown	Tank type	Integral, above ground tank
Generator Condition	Fair		

Anticipated Lifecycle Replacements:

- Emergency generator is in fair condition.

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- Building electrical components are in good to fair overall condition.

Actions/Comments:

- The onsite electrical systems up to the meter are owned and maintained by the respective utility company.
- The electrical service and capacity appear to be adequate for the property's demands.
- The emergency generator is severely weathered with signs of corrosion. The generator requires replacement.

7.5 BUILDING ELEVATORS AND CONVEYING SYSTEMS

	ELEVATOR-1
Building Name	Enforcement
Elevator Category	Passenger
Elevator Type	Hydraulic
Elevator Capacity	2,500 lbs.
Elevator Manufacturer	Thyssenkrupp
Equipment Location	closet
Elevator Safety Stop	electronic
Elevator Emergency Communication	Yes
Elevator Cab Floor	Vinyl-tiled
Elevator Cab Wall	Plastic-laminated wood and stainless steel
Elevator Cabin Lighting	F32T8
Machinery Condition	Fair
Controls Condition	Fair
Cab Finish Condition	Fair

Anticipated Lifecycle Replacements:

- The elevator and elevator equipment are in fair overall condition.

Actions/Comments:

- The elevators are inspected on an annual basis by the municipality, and a certificate of inspection is displayed in the elevator cab. The inspection certificates have expired. It is common for inspections to occur behind schedule. A new inspection should be scheduled as soon as possible.
- The elevators appear to provide adequate service. The elevators are serviced by authorized personnel on a routine basis. The elevators will require continued periodic maintenance.
- The emergency communication equipment in the elevator cabs appears to be functional. Equipment testing is not within the scope of the work.

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7.6 FIRE PROTECTION AND SECURITY SYSTEMS

ITEM	DESCRIPTION					
Type	None					
Fire Alarm System	None	<input type="checkbox"/>	Battery Operated Smoke Detectors	<input type="checkbox"/>	Strobe Light Alarms	<input type="checkbox"/>
	Central Alarm Panel	<input type="checkbox"/>	Hard-wired Smoke Detectors	<input checked="" type="checkbox"/>	Illuminated EXIT Signs	<input checked="" type="checkbox"/>
	Battery backup Light Fixtures	<input checked="" type="checkbox"/>	Hard-wired Smoke Detectors/ with battery Backup	<input type="checkbox"/>	Annunciator Panels	<input type="checkbox"/>
Alarm System Condition	-					
Sprinkler System	None	<input checked="" type="checkbox"/>	Standpipes	<input type="checkbox"/>	Flow Switches	<input type="checkbox"/>
	Pull Station	<input type="checkbox"/>	Fire Pumps	<input type="checkbox"/>	Siamese Connections	<input type="checkbox"/>
	Alarm horns	<input type="checkbox"/>	Backflow Preventer	<input type="checkbox"/>	Hose Cabinets	<input type="checkbox"/>
Suppression Condition	-					
Central Alarm Panel System	Location of Alarm Panel			Age of Alarm panel		
	Street corner			--		
Fire Extinguishers	Last Service Date			Estimated Quantity		
	7 Nov 12			6		
Hydrant Location	Street corner					
Siamese Location	--					
Special Systems	Kitchen Suppression System	<input type="checkbox"/>	Computer Rm. Suppression System	<input type="checkbox"/>		

Anticipated Lifecycle Replacements:

- No components of significance.

Actions/Comments:

- The vast majority of the building is not protected by fire suppression. EMG recommends a retrofit be performed.
- The fire extinguishers have not been inspected within the last year. A qualified fire equipment contractor must inspect and service the fire extinguishers.
- The fire alarm systems appear antiquated and not up to current standards. There is a lack of strobes, audio alarms only, insufficient pull stations, system not fully addressable, etc. Due to the age of the components and apparent shortcomings, a full modernization project is recommended.



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8 INTERIORS

8.1 INTERIOR FINISHES

The following table generally describes the interior finishes:

TYPICAL UNIT FINISHES			
ROOM	FLOOR	WALLS	CEILING
Office Areas	Carpet	Painted Drywall	Suspended T-bar (Acoustic)
Restrooms	Ceramic Tile	Ceramic Tile Wainscot	Painted drywall
Locker Room	Ceramic Tile	Exposed concrete	Exposed OSB
Assembly Room	Anti-skid tile	Exposed concrete	Exposed OSB
Overall General Condition	Fair	Fair	Fair

INTERIOR DOORS		
ITEM	TYPE	CONDITION
Interior Doors	Solid Core Wooden	Good
Door Framing	Wooden	Good

Anticipated Lifecycle Replacements:

- Carpet is in fair overall condition.
- Interior paint is in fair overall condition.
- Ceilings are in fair overall conduit.

Actions/Comments:

- It appears that the interior finishes in the common areas have not been renovated within the last 10 years.
- Ceramic tile repair to occur throughout restrooms at this time.

8.2 COMMERCIAL KITCHEN EQUIPMENT

Not Applicable. There is no commercial kitchen equipment.

8.3 MECHANICAL REPAIR AND SPECIAL EQUIPMENT

Not applicable. There is no Mechanical Repair Equipment at this location



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9 OTHER STRUCTURES

Not applicable. There are no major accessory structures.

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10 CERTIFICATION

San Francisco Municipal Transportation Agency retained EMG to perform this Facility Condition Assessment in connection with its operation of 505 7th Street (CIE), 505 7th Street, San Francisco, California, the "Property". It is our understanding that the primary interest of San Francisco Municipal Transportation Agency is to locate and evaluate materials and building system defects that might significantly affect the value of the property and to determine if the present Property has conditions that will have a significant impact on its continued operations.

The conclusions and recommendations presented in this report are based on the brief review of the plans and records made available to our Project Manager during the site visit, interviews of available property management personnel and maintenance contractors familiar with the Property, appropriate inquiry of municipal authorities, our Project Manager's walk-through observations during the site visit, and our experience with similar properties.

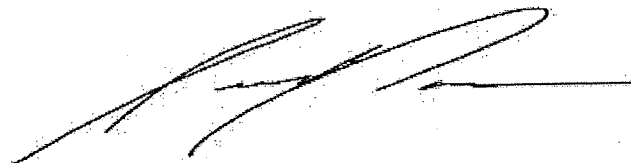
No testing, exploratory probing, dismantling or operating of equipment or in depth studies were performed unless specifically required under Section 2 of this report. This assessment did not include engineering calculations to determine the adequacy of the Property's original design or existing systems. Although walk-through observations were performed, not all areas were observed (See Section 4.2 for areas observed). There may be defects in the Property, which were in areas not observed or readily accessible, may not have been visible, or were not disclosed by management personnel when questioned. The report describes property conditions at the time that the observations and research were conducted.

This report has been prepared on behalf of and exclusively for the use of San Francisco Municipal Transportation Agency for the purpose stated within Section 2 of this report. The report, or any excerpt thereof, shall not be used by any party other than San Francisco Municipal Transportation Agency or for any other purpose than that specifically stated in our agreement or within Section 2 of this report without the express written consent of EMG.

Any reuse or distribution of this report without such consent shall be at San Francisco Municipal Transportation Agency and the recipient's sole risk, without liability to EMG.

Prepared by: David Harrell,
Project Manager

Reviewed by:



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For Matthew Anderson, Program Manager
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11 APPENDICES

APPENDIX A: PHOTOGRAPHIC RECORD

APPENDIX B: SITE PLAN

APPENDIX C: SUPPORTING DOCUMENTATION

APPENDIX D: EMG ACCESSIBILITY CHECKLIST

APPENDIX E: PRE-SURVEY QUESTIONNAIRE

APPENDIX F: ACRONYMS



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**APPENDIX A:
PHOTOGRAPHIC RECORD**

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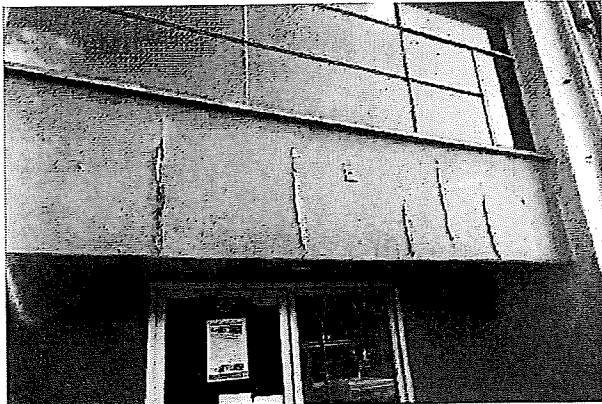


PHOTO #1: Exterior wall blistering

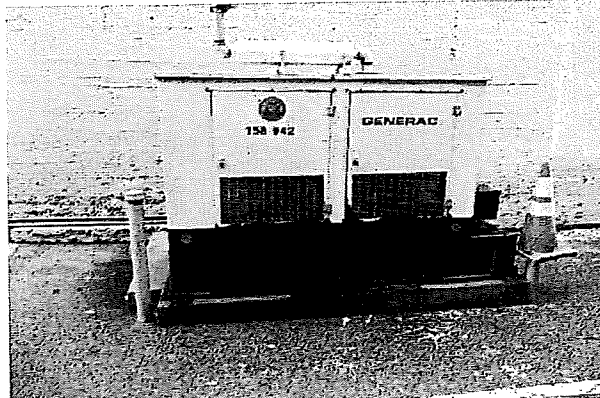


PHOTO #2: Generator



PHOTO #3: Wood exposure

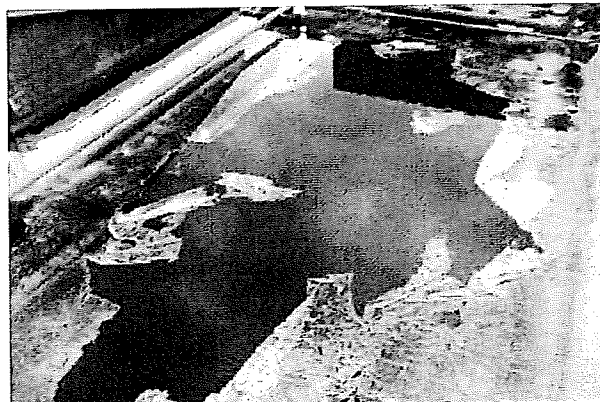


PHOTO #4: Roof covering



PHOTO #5: Steel frame window

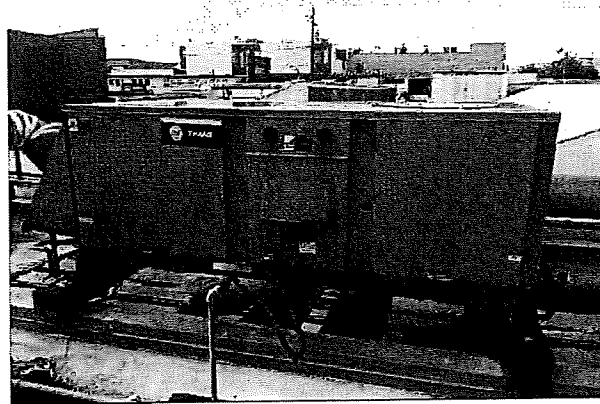


PHOTO #6: Package Unit

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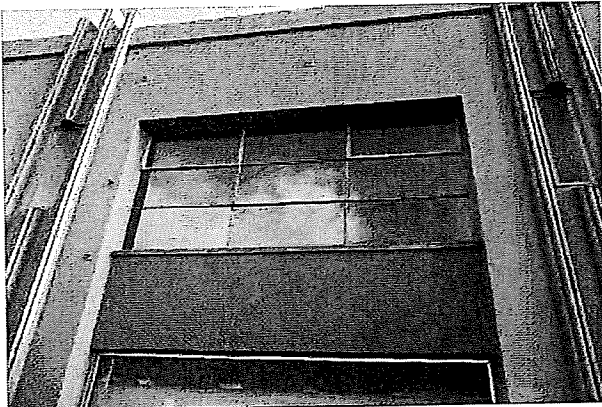


PHOTO #7: Steel frame window



PHOTO #8: Stucco blistering



PHOTO #9: Parking area

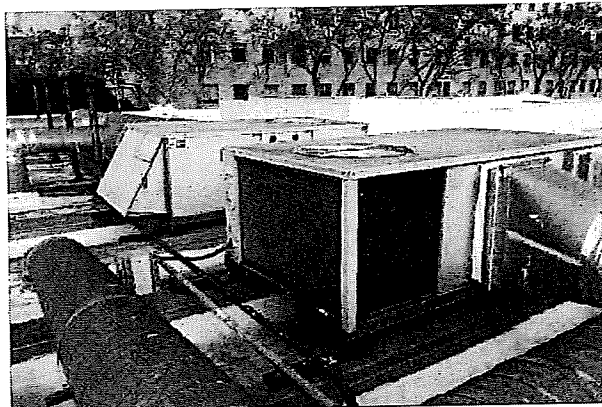


PHOTO #10: Package Unit



PHOTO #11: Stucco spalling

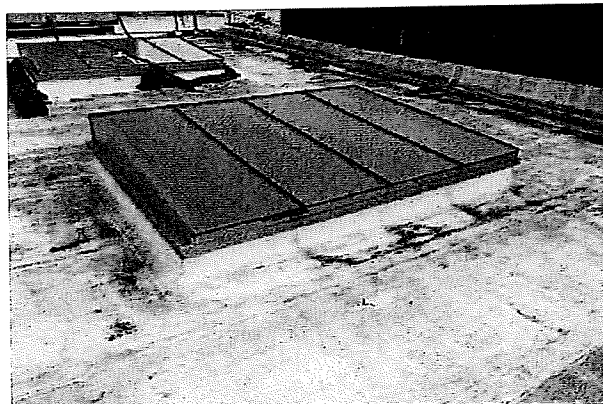


PHOTO #12: Glass Skylight

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PHOTO #13: Wood exposure

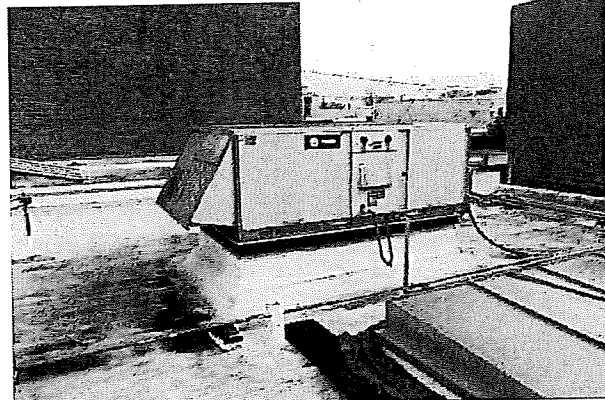


PHOTO #14: Package Unit

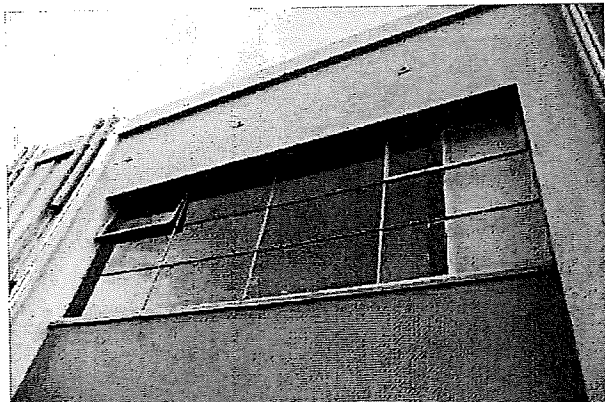


PHOTO #15: Steel frame window

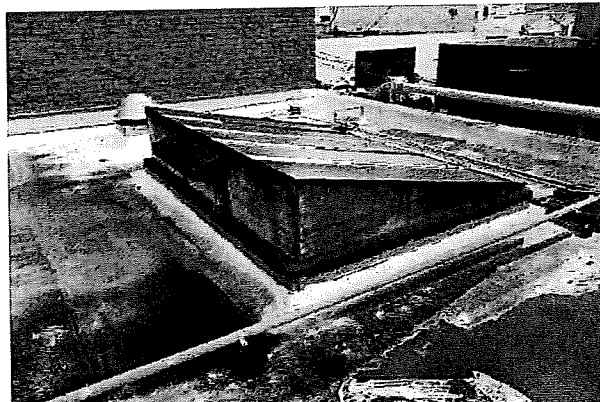


PHOTO #16: Glass Skylight

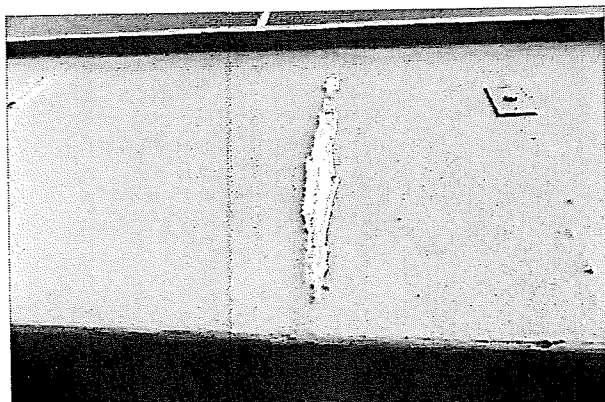


PHOTO #17: Stucco blistering

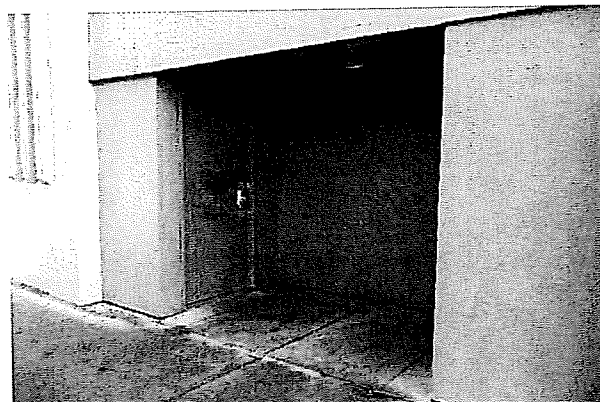


PHOTO #18: Exterior Wall Paint

FACILITY CONDITION ASSESSMENT
PHOTOLOG

505 7TH STREET
SAN FRANCISCO, CALIFORNIA 94103

EMG PROJECT NO: 115503.15R000-017.017

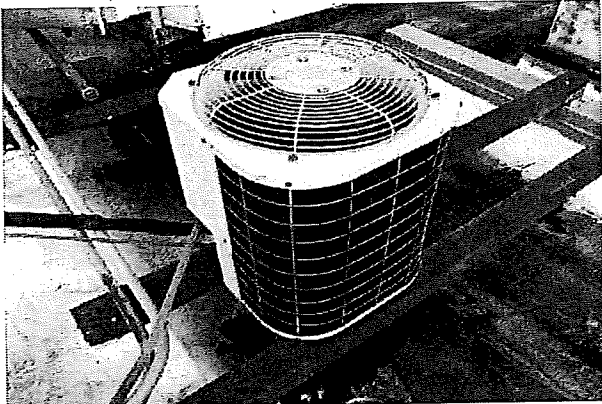


PHOTO #19: Heat Pump

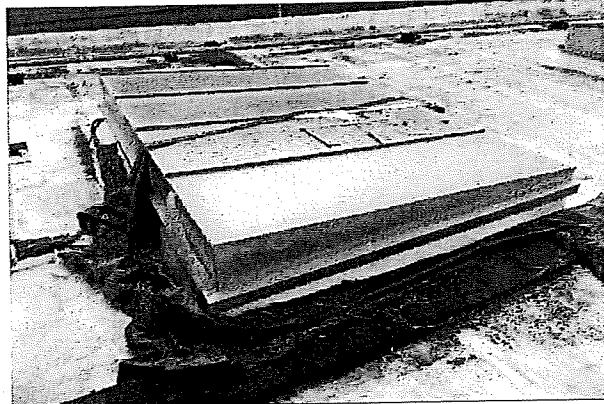


PHOTO #20: Glass Skylight

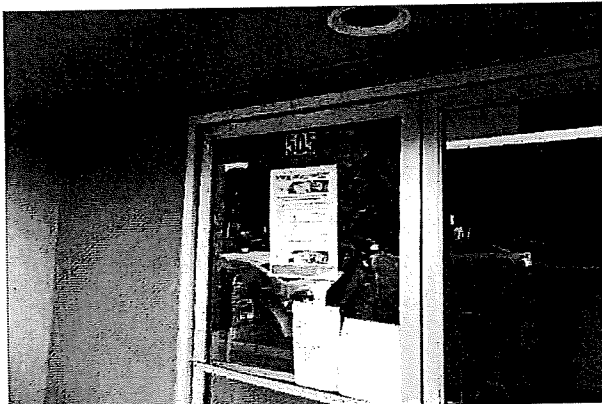


PHOTO #21: Main entrance



PHOTO #22: Water Heater

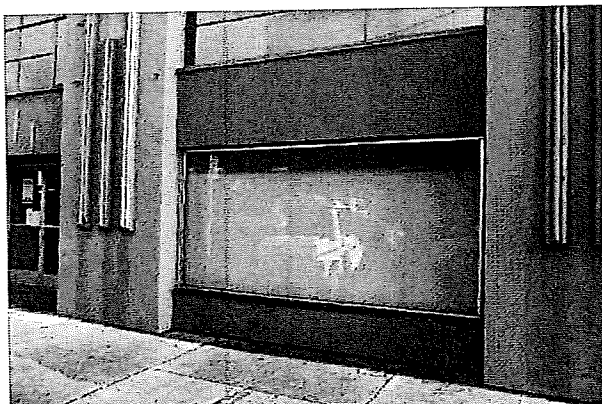


PHOTO #23: Exterior Wall Paint

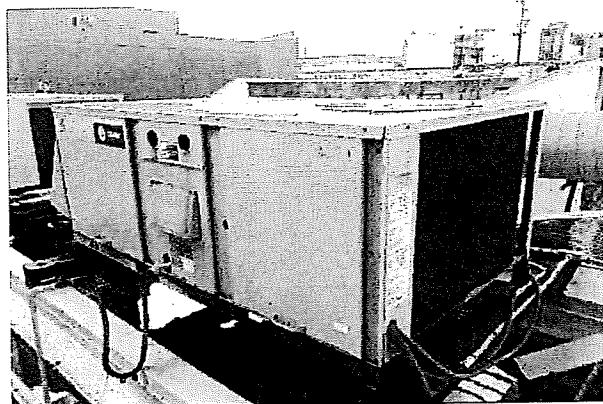


PHOTO #24: Package Unit

FACILITY CONDITION ASSESSMENT
PHOTOLOG

505 7TH STREET
SAN FRANCISCO, CALIFORNIA 94103

EMG PROJECT NO: 115503.15R000-017.017



PHOTO #25: Building signage



PHOTO #26: Roof Covering



PHOTO #27: Wood exposure



PHOTO #28: Package Unit

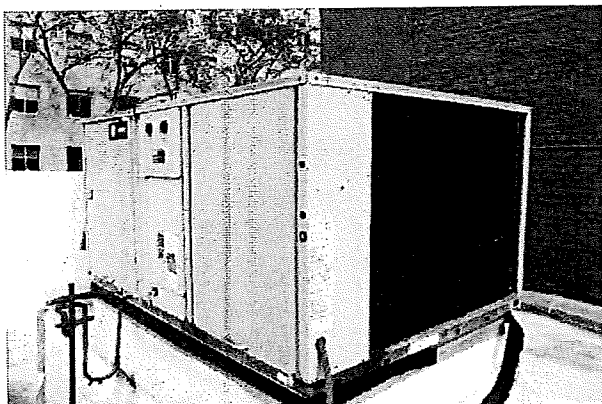


PHOTO #29: Package Unit



PHOTO #30: Roof Covering

FACILITY CONDITION ASSESSMENT

505 7TH STREET (CIE)
505 7TH STREET
SAN FRANCISCO, CALIFORNIA 94103

EMG PROJECT NO: 115503.15R000-017.017

**APPENDIX B:
SITE PLAN**

FACILITY CONDITION ASSESSMENT
SITE PLAN

505 7TH STREET
SAN FRANCISCO, CALIFORNIA 94103

EMG PROJECT NO: 115503.15R000-017.017



Source:
Google Images

Onsite Date:
December 10, 2015

FACILITY CONDITION ASSESSMENT

505 7TH STREET (CIE)
505 7TH STREET
SAN FRANCISCO, CALIFORNIA 94103

EMG PROJECT NO: 115503.15R000-017.017

**APPENDIX C:
SUPPORTING DOCUMENTATION**

**THIS APPENDIX IS INTENTIONALLY LEFT
BLANK.**

FACILITY CONDITION ASSESSMENT

505 7TH STREET (CIE)
505 7TH STREET
SAN FRANCISCO, CALIFORNIA 94103

EMG PROJECT NO: 115503.15R000-017.017

**APPENDIX D:
EMG ACCESSIBILITY CHECKLIST**

ADA CHECKLIST

Date Completed: December 10, 2015

Property Name: 505 7th Street (CIE)

EMG Project Number: 115503.15R000-017.017

Building History		Yes	No	Unk	Comments
1	Has an ADA survey previously been completed for this property?		X		
2	Have any ADA improvements been made to the property?	X			Restrooms and Elevator
3	Does a Transition Plan / Barrier Removal Plan exist for the property?			X	
4	Has building ownership or management received any ADA related complaints that have not been resolved?		X		
5	Is any litigation pending related to ADA issues?		X		
Parking		Yes	No	NA	Comments
1	Are there sufficient accessible parking spaces with respect to the total number of reported spaces?		X		The facility has a total of 5 parking spaces. This requires a minimum of one accessible space, one of which should be a van space.
2	Are there sufficient van-accessible parking spaces available?		X		No marked van accessible parking space provided
3	Are accessible spaces marked with the International Symbol of Accessibility? Are there signs reading "Van Accessible" at van spaces?		X		
4	Is there at least one accessible route provided within the boundary of the site from public transportation stops, accessible parking spaces, passenger loading zones, if provided, and public streets and sidewalks?	X			
5	Do curbs on the accessible route have depressed, ramped curb cuts at drives, paths, and drop-offs?	X			
6	If required does signage exist directing you to accessible parking and an accessible building entrance?	X			
Ramps		Yes	No	NA	Comments
1	Do all ramps along accessible path of travel appear to meet slope requirements? (1:12 or less)			X	No ramps
2	Are ramps that appear longer than 6 FT complete with railings on both sides?			X	No ramps

ADA CHECKLIST

Ramps (cont.)		Yes	No	NA	Comments
3	Does the width between railings appear at least 36 inches?			X	No ramps
4	Is there a level landing for approximately every 30 FT horizontal length of ramp, at the top and at the bottom of ramps and switchbacks?			X	No ramps
Entrances/Exits		Yes	No	NA	Comments
1	Do all required accessible entrance doorways appear at least 32 inches wide and not a revolving door?	X			
2	If the main entrance is inaccessible, are there alternate accessible entrances?	X			
3	Is the door hardware easy to operate (lever/push type hardware, no twisting required and not higher than approximately 48 inches above the floor)?	X			
Paths of Travel		Yes	No	NA	Comments
1	Are all paths of travel free of obstruction and wide enough for a wheelchair (appear at least 36 inches wide)?	X			
2	Are wheelchair-accessible facilities (toilet rooms, exits, etc.) identified with signage?	X			
3	Is there a path of travel that does not require the use of stairs?	X			
Elevators		Yes	No	NA	Comments
1	Do the call buttons have visual and audible signals to indicate when a call is registered and answered when car arrives?	X			
2	Are there visual and audible signals inside cars indicating floor change?	X			
3	Are there standard raised and Braille marking on both jambs of each hoist way entrance as well as all cab/call buttons?	X			
4	Does elevator doors have a reopening device that will stop and reopen a car door if an object or a person obstructs the door?	X			
5	Are elevator controls low enough to be reached from a wheelchair (appears to be between 15 and 48 inches)?	X			

ADA CHECKLIST

Elevators (cont.)		Yes	No	NA	Comments
6	If a two-way emergency communication system is provided within the elevator cab, is it usable without voice communication?	X			
Toilet Rooms		Yes	No	NA	Comments
1	Are common area public restrooms located on an accessible route?	X			
2	Are pull handles push/pull or lever type?	X			
3	Are there audible and visual fire alarm devices in the toilet rooms?		X		
4	Are toilet room access doors wheelchair-accessible (appear to be at least 32 inches wide)?	X			
5	Are public restrooms large enough to accommodate a wheelchair turnaround (appear to have 60" turning diameter)?	X			
6	In unisex toilet rooms, are there safety alarms with pull cords?			X	The building does not have pull cord alarm system.
7	Are toilet stall doors wheelchair accessible (appear to be at least 32" wide)?	X			
8	Are grab bars provided in toilet stalls?	X			
9	Are sinks provided with clearance for a wheelchair to roll under (appear to have 29" clearance)?	X			
10	Are sink handles operable with one hand without grasping, pinching, or twisting?	X			
11	Are exposed pipes under sink sufficiently insulated against contact?	X			

FACILITY CONDITION ASSESSMENT

505 7TH STREET (CIE)

505 7TH STREET

SAN FRANCISCO, CALIFORNIA 94103

EMG PROJECT NO: 115503.15R000-017.017

**APPENDIX E:
PRE-SURVEY QUESTIONNAIRE**



Pre-Survey Questionnaire

This questionnaire must be completed by the property owner, the owner's designated representative, or someone knowledgeable about the subject property. During the site visit, EMG's Field Observer may ask for details associated with selected questions. This questionnaire will be utilized in EMG's final report.

Name of Project:	505 7 th Street		
Name of Building:	Enforcement	Quantity of buildings:	
Name of person completing questionnaire:	Erwin Tjon		
Length of Association With the Property:	19 yrs	Phone Number:	510-504-4422

Site Information	
Year of Construction?	Leased
No. of Stories?	2 story
Total Site Area?	Acres
Total Building Area?	9680

Inspections	Date of Last Inspection	List of Any Outstanding Repairs Required
1. Elevators	Last month	
2. HVAC Mechanical, Electric, Plumbing?		
3. Life-Safety/Fire?		
4. Roofs?		Leaking before patches

Key Questions	Response
Major Capital Improvements in Last 3 yrs.	Carpet install last year;
Planned Capital Expenditure For Next Year?	Carpet for upstairs NEXT year
Age of the Roof?	over 20 years
What bldg. Systems Are Responsibilities of Tenants? (HVAC/Roof/Interior/Exterior/Paving)	

Mark the column corresponding to the appropriate response. Please provide additional details in the Comments column, or backup documentation for any Yes responses. (NA indicates "Not Applicable", Unk indicates "Unknown")

QUESTION	Y	N	Unk	NA	COMMENTS
ZONING, BUILDING DESIGN & LIFE SAFETY ISSUES					
1		X			
2		X			
3		X			Stair on exterior needs upgrading exterior paint
4		X			
5		X			



Pre-Survey Questionnaire

Mark the column corresponding to the appropriate response. Please provide additional details in the Comments column, or backup documentation for any Yes responses. (NA indicates "Not Applicable", Unk indicates "Unknown")					
QUESTION	Y	N	Unk	NA	COMMENTS
6 Is there a mold Operations and Maintenance Plan?		X			
7 Are there any recalled fire sprinkler heads (Star, GEM, Central, and Omega)?				X	Not sprinklered
8 Have there been indoor air quality or mold related complaints from tenants?		X			
GENERAL SITE					
9 Are there any problems with erosion, storm water drainage or areas of paving that do not drain?		X			
10 Are there any problems with the landscape irrigation systems?		X			
BUILDING STRUCTURE					
11 Are there any problems with foundations or structures?		X			
12 Is there any water infiltration in basements or crawl spaces?				X	
13 Has a termite/wood boring insect inspection been performed within the last year?		X			
BUILDING ENVELOPE					
14 Are there any wall, or window leaks?					Skylights leak if windy
15 Are there any roof leaks?		X			
16 Is the roofing covered by a warranty or bond?		X			
17 Are there any poorly insulated areas?		X			
18 Is Fire Retardant Treated (FRT) plywood used?				X	
19 Is exterior insulation and finish system (EIFS) or a synthetic stucco finish used?		X			



Pre-Survey Questionnaire

Mark the column corresponding to the appropriate response. Please provide additional details in the Comments column, or backup documentation for any Yes responses. (NA indicates "Not Applicable", Unk indicates "Unknown")

QUESTION	Y	N	Unk	NA	COMMENTS
BUILDING HVAC AND ELECTRICAL					
20		X			
21		X			
22				X	
23				X	
24		X			
ADA					
25		X			
26	X	X			Restrooms + Elevator
27				X	
28				X	
29		X			
30		X			
PLUMBING					
31		X			
32		X			
33		X			
34		X			


June 2015 Update



Pre-Survey Questionnaire

Additional Issues or Concerns That EMG Should Know About?	
1.	Are classes held in non-traditional spaces? i.e. common areas, auditoriums conference rooms X
2.	Approximately how many exterior doors are controlled by key card access? 0 - combination + key locks
3.	

Items Provided to EMG Auditors				
	Yes	No	N/A	Additional Comments?
Access to All Mechanical Spaces	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Access to Roof/Attic Space	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Access to Building As-Built Drawings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Site plan with bldg., roads, parking and other features	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Contact Details for Mech, Elevator, Roof, Fire Contractors:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
List of Commercial Tenants in the property	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Previous reports pertaining to the physical condition of property.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
ADA survey and status of improvements implemented.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Current / pending litigation related to property condition.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Any brochures or marketing information.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	



 Signature of person interviewed or completing form

12-10-15

 Date

FACILITY CONDITION ASSESSMENT

505 7TH STREET (CIE)
 505 7TH STREET
 SAN FRANCISCO, CALIFORNIA 94103

EMG PROJECT NO: 115503.15R000-017.017

On the day of the site visit, provide EMG's Field Observer access to all of the available documents listed below. Provide copies if possible.

<p>INFORMATION REQUIRED</p> <ol style="list-style-type: none"> 1. All available construction documents (blueprints) for the original construction of the building or for any tenant improvement work or other recent construction work. 2. A site plan, preferably 8 1/2" X 11", which depicts the arrangement of buildings, roads, parking stalls, and other site features. 3. For commercial properties, provide a tenant list which identifies the names of each tenant, vacant tenant units, the floor area of each tenant space, and the gross and net leasable area of the building(s). 4. For apartment properties, provide a summary of the apartment unit types and apartment unit type quantities, including the floor area of each apartment unit as measured in square feet. 5. For hotel or nursing home properties, provide a summary of the room types and room type quantities. 6. Copies of Certificates of Occupancy, building permits, fire or health department inspection reports, elevator inspection certificates, roof or HVAC warranties, or any other similar, relevant documents. 7. The names of the local utility companies which serve the property, including the water, sewer, electric, gas, and phone companies. 	<ol style="list-style-type: none"> 8. The company name, phone number, and contact person of all outside vendors who serve the property, such as mechanical contractors, roof contractors, fire sprinkler or fire extinguisher testing contractors, and elevator contractors. 9. A summary of recent (over the last 5 years) capital improvement work which describes the scope of the work and the estimated cost of the improvements. Executed contracts or proposals for improvements. Historical costs for repairs, improvements, and replacements. 10. Records of system & material ages (roof, MEP, paving, finishes, furnishings). 11. Any brochures or marketing information. 12. Appraisal, either current or previously prepared. 13. Current occupancy percentage and typical turnover rate records (for commercial and apartment properties). 14. Previous reports pertaining to the physical condition of property. 15. ADA survey and status of improvements implemented. 16. Current / pending litigation related to property condition.
--	---

Your timely compliance with this request is greatly appreciated.



FACILITY CONDITION ASSESSMENT

505 7TH STREET (CIE)
505 7TH STREET
SAN FRANCISCO, CALIFORNIA 94103

EMG PROJECT NO: 115503.15R000-017.017

**APPENDIX F:
ACRONYMS**



FACILITY CONDITION ASSESSMENT

505 7TH STREET (CIE)
505 7TH STREET
SAN FRANCISCO, CALIFORNIA 94103

EMG PROJECT NO: 115503.15R000-017.017

ASTM E2018-08 Acronyms

ADA - The Americans with Disabilities Act
ASTM - American Society for Testing and Materials
BOMA - Building Owners & Managers Association
BUR - Built-up Roofing
DWV - Drainage, Waste, Ventilation
EIFS - Exterior Insulation and Finish System
EMF - Electro Magnetic Fields
EMS - Energy Management System
EUL - Expected Useful Life
FCA - Facility Condition Assessment
FEMA - Federal Emergency Management Agency
FFHA - Federal Fair Housing Act
FIRMS - Flood Insurance Rate Maps
FRT - Fire Retardant Treated
FOIA - U.S. Freedom of Information Act (5 USC 552 et seq.) and similar state statutes.
FOIL - Freedom of Information Letter
FM - Factory Mutual
HVAC - Heating, Ventilating and Air Conditioning
IAQ - Indoor Air Quality
MEP - Mechanical, Electrical & Plumbing
NFPA - National Fire Protection Association
PNA - Physical Needs Assessment
PCR - Property Condition Report
PML - Probable Maximum Loss
RTU - Rooftop Unit
RUL - Remaining Useful Life
STC - Sound Transmission Class
UBC - Uniform Building Code

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: MUNICIPAL TRANSPORTATION AGENCY Dept. Code: MTA

Type of Request: [] Initial [x] Modification of an existing PSC (PSC # 4130-12/13)

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

Type of Service: As-Needed Specialized Engineering Services

Funding Source: Federal Grants, State Grants and
PSC Original Approved Amount: \$10,000,000 PSC Original Approved Duration: 06/01/13 - 06/01/18 (5 years 1 day)
PSC Mod#1 Amount: \$15,000,000 PSC Mod#1 Duration: 06/02/18-06/30/21 (3 years 4 weeks)
PSC Mod#2 Amount: PSC Mod#2 Duration:
PSC Cumulative Amount Proposed: \$25,000,000 PSC Cumulative Duration Proposed: 8 years 4 weeks

1. Description of Work

A. Scope of Work:

The consultant will provide engineering services for the San Francisco Municipal Transportation Agency (SFMTA) Capital Programs and Construction Division (CP&C) including design/review of Muni's special track work, design/review of overhead contact system work, and preparing special procurement documents for long lead items. The services will also cover specialized engineering work for Muni's new communications system, GPS-driven system, and systems integration. In addition, the scope of services will cover construction management support, including providing field survey and independent Special Inspections as required by the San Francisco Department of Building Inspection. Scope Change There is a surge in project demands creating peak needs for this service. If these professional services cannot be provided when they are needed, it will adversely impact and delay the delivery of projects which will in turn have a negative impact on providing service to the public as well as loss of time-sensitive funding.

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

SFMTA needs to secure outside specialized engineering services on short notice to augment the skill set and resource level of in-house staff. In 2012, the SFMTA Board's approved a five-year Capital Improvement Program (CIP) to fix Muni's aging system. The CP&C began this year launching numerous Transit Fixed Guideway improvement project, facility upgrade projects, and Transit Optimization/Expansion Projects (TEP) while simultaneously starting major projects to replace Muni's aging communication system and Central Control Systems. The CP&C requires that SFMTA be completely and sufficiently staffed to perform the services. However, due to the variety of project work over the next five years, the need for specialized profession

C. Has this service been provided in the past. If so, how? If the service was provided via a PSC, provide the most recently approved PSC # and upload a copy of the PSC. Via PSC #4130-12/13.

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

2. Union Notification: On 12/16/15, the Department notified the following employee organizations of this PSC/RFP request: Architect & Engineers, Local 21;

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4130-12/13

DHR Analysis/Recommendation:

02/01/2016

Commission Approval Required

Approved by Civil Service Commission with condi

DHR Approved for 02/01/2016

-201 02/01/2016

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

The necessary expertise requires working on projects involving trackwork design, overhead contract system design, reviewing/coordinating communication system design, review/coordinating central control system design, and Special Inspections. In addition, the services require special skills in system integration, CPUC system safety certification, start-up and commissioning work, FTA procurement and cost analyses.

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

5241,5207,6318,

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

No.

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

Some SFMTA projects require specialized expertise in areas that are not possessed by current civil service classes. Although certain civil service classes may perform some of the work such as coordinating startup and commissioning, they do not have the specific expertise for some high-level tasks. Additionally, dependent upon project needs, professional services are required due to the unavailability of in-house staff to perform the work.

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

No. It is not practical to adopt new civil-service classes that are not regularly used in these specialized areas.

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

YES NO

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

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD
ON 12/16/15 BY:

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

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

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC LIBRARY -- LIB

Dept. Code: LIB

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

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

Type of Service: Database hosting and maintenance

Funding Source: Library Preservation Fund

PSC Amount: \$206,679

PSC Est. Start Date: 01/01/2018

PSC Est. End Date 12/31/2026

1. Description of Work

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

For the maintenance of the Library's Integrated Library System's Enterprise Resource Planning System that services the Blind & Print Disabled patrons. This system contains proprietary software that hosts, maintains and supports databases that serve and meet patron search requests, and documents them for the Library. Requirements must include tracking patron requests and filling reservations; staff-assisted book selection; automatic book selection for some patrons; materials check-in and check-out; generation of mailing cards, collection review, and weeding; talking Book machine inventory control and assignment; managing overdue and notices; generating collection and patron-activity reports for the National Library Service; label production for bulk mailings; and queries for retrieving specific database records or sets of records. The database needs two graphical user interfaces (one for patrons, one for staff). Screens and functions must interface effectively with assistive technology used by patrons and staff. Services include as-needed onsite staff training. The System and services must continue meeting standards set by the National Library Service of the Library of Congress.

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

The San Francisco Library for the Blind & Print Disabled, which is located in the San Francisco Main Public Library, needs to continue providing a unique integrated library system in order to provide searching capabilities and databases to fulfill the library-service needs of our blind and disabled citizens. They need books in a format that is accessible for people who cannot use many typical Library services. Since 1972, the Library has served San Francisco residents who cannot read print because they: cannot see well enough to read standard print due to low vision; are dyslexic or have another organic learning difference or disability; cannot hold a book and turn pages; or, are legally blind. If this integrated library system is not maintained, the Library's service to San Franciscans who are blind or print-disabled will be disabled.

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 current integrated library system for the library for the Blind & Print Disabled has been developed, maintained and hosted through a software license and maintenance agreement that did not require a PSC. In the process of renewing the agreement, Library sought help from the PSC Coordinator and was advised to seek a PSC to support the new agreement.

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.

Please see attached explanation.

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 Library for the Blind & Print Disabled at the San Francisco Public Library is required to have an Integrated Library System (enterprise resource planning system) that meets standards of the National Library Service of the Library of Congress. There are no civil service classes that can perform this work because the type of system required is specific to libraries that serve disabled populations.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Required skills include systems analysis and programming skills, and expertise to support the proprietary software system and specialized functions for patrons with disabilities. This includes deep knowledge of functions of the Library for the Blind & Print Disabled and the National Library Service of the Library of Congress. An established and ongoing relationship with National Library Service Network staff is also essential to enable quick response to changes in a service model that is continually developing/evolving.

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

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, the Contractor will be hosting the database and servicing the system remotely; the Library will continue providing and supporting an infrastructure of computers, network, and internet capacity for staff to make effective use of the hosted services.

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

The San Francisco Public Library IT staff has spent considerable time over the past few years learning about assistive technology and how to utilize it in our Library system. We have attended the annual international Technology and Persons with Disabilities Conference, performed research on best practices for Libraries working with disabled populations, and looked into the newest technology available to provide these services. From all this research we have found that it would be unfeasible to expect any of our civil service staff to have an in-depth knowledge of and ability to provide such a nuanced system as we are asking for in this contract. Building an integrated library system is an extremely complex process to begin with, so adding the requirements needed to serve our disabled populations makes it an especially niche task. No other City departments provide this service nor will they need to in the foreseeable future.

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 that can perform this work because the type of system is proprietary and specific to library services. It is not be feasible to expect any City staff to know enough about database architecture, system creation, maintenance, front-end web development, and the standards put forth by the National Library Service of the Library of Congress, to create the type of service we need.

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 San Francisco Main Library supports the only Library for the Blind and Physically Handicapped in San Francisco, one of 4 such libraries in California. Because the Main Library is the only department in San Francisco that needs this unique Integrated Library System, and because the system is proprietary, investing time and funds to educate and train personnel to develop, support and maintain the system, plus build professional connections required to support such a system is a hardship.

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. Contractor will provide as-needed training to librarian staff in the use of the system. This includes basic training for librarian staff new to the system, training in the event of software updates, and more specific training when requested by the Library. Projected annual training required to be between 16 to 32 hours.
- 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 08/30/2017, 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: Anna Wong Phone: 557-4214 Email: anna.wong@sfpl.org

Address: 100 Larkin Street San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 40003 - 16/17

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 12/04/2017

Receipt of Union Notification(s)

Wong, Anna (LIB)

From: dhr-psccordinator@sfgov.org on behalf of anna.wong@sfpl.org
Sent: Wednesday, August 30, 2017 1:29 PM
To: Wong, Anna (LIB); kpage@ifpte21.org; peter.masiak@seiu1021.org; eerbach@ifpte21.org; kgeneral@ifpte21.org; amakayan@ifpte21.org; jb@local16.org; Ricardo.lopez@sfgov.org; Basconcillo, Katherine (PUC); Sandeep.lal@seiu1021.me; pcamarillo_seiu@sbcglobal.net; MRainsford@Local39.org; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; pkim@ifpte21.org; agonzalez@iam1414.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; gail@sffdlocal798.org; cityworker@sfcwu.org; davidmkersten@gmail.com; djohnson@opcmialocal300.org; hodlocal@pacbell.net; ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org; xiumin.li@seiu1021.org; Poon, Sin Yee (HSA); smcgarry@nccrc.org; rmitchell@twusf.org; grojo@Local39.org; jduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org; L21PSCReview@ifpte21.org; sfsmsa@gmail.com; mshelley@dc16.us; david.canham@seiu1021.org; jtanner940@aol.com; oashworth@ibew6.org; L21PSCReview@ifpte21.org; LiUNA.local261@gmail.com; local200twu@sbcglobal.net; speedy4864@aol.com; camaguey@sfmea.com (contact); ecdemvoter@aol.com; thomas.vitale@seiu1021.org; Yoshida, Shirley (LIB); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 40003 - 16/17

[This sender failed our fraud detection checks and may not be who they appear to be. Learn about spoofing at <http://aka.ms/LearnAboutSpoofing>]

RECEIPT for Union Notification for PSC 40003 - 16/17 more than \$100k

The PUBLIC LIBRARY -- LIB has submitted a request for a Personal Services Contract (PSC) 40003 - 16/17 for \$206,679 for Initial Request services for the period 01/01/2018 – 12/31/2026. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/9754> 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)

Explanation for exceeding 5 years

The continuance of an integrated Library System/Enterprise business system that meets the standards of the National Library Service of the Library of Congress is essential to offering service to patrons with the San Francisco Library for the Blind and Print Disabled. Because the system is proprietary, a PSC exceeding 5 years is essential for continuing this public service for the blind or physically handicapped. In fact, with our aging population, we expect the number of individuals who use this service to keep growing. Due to the proprietary and highly specialized property of such a system, locating in-house technical resources to develop and maintain a replacement system would be a hardship.

Modification
Personal Services Contracts

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION

Dept. Code: AIR

Type of Request: Initial Modification of an existing PSC (PSC # 46544 - 14/15)

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

Type of Service: PMSS and DB Services for the Airport AirTrain Extension and Improvements Program

Funding Source: Airport Capital Funds

PSC Original Approved Amount: \$130,000,000

PSC Original Approved Duration: 06/15/15 - 12/31/18 (3 years 28 weeks)

PSC Mod#1 Amount: \$90,000,000

PSC Mod#1 Duration: 01/01/19-12/31/20 (2 years 1 day)

PSC Cumulative Amount Proposed: \$220,000,000

PSC Cumulative Duration Proposed: 5 years 28 weeks

1. Description of Work

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

Project Management Support Services (PMSS) and Design Build (DB) service teams with elevated people-mover guideway and operating system experience is required to manage the design and construction of the Airport AirTrain Extension projects. Services to be provided include project controls, scheduling, document control, design management, contracts management, Architectural and Engineering (AE) design services, furnishing and installing AirTrain Operating System components at new stations and guideway areas, Train Control System modifications, and construction of the AirTrain Extension and Stations. The AirTrain Extension and Improvements Program includes: 1) the Airport AirTrain Extension to Lot DD, 2) the AirTrain Stations at Long Term Parking Lot DD and at the Airport Hotel, and 3), new AirTrain Operating System work, 4) Modifications to the Train Control System, and 5) PMSS for oversight of all scope (Professional Services).

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

The Airport AirTrain Extension Program extends and supports Airport facilities such as the Terminals, Parking Garages, Rental Car Center, and in the future, the Airport Hotel, and the Long Term Parking Garages and new Rental Car Center. The Long Term Parking Garage and Airport Hotel projects are beginning and the AirTrain extension to both Long Term Parking Garages, and to the new Hotel, must be coordinated to align with those project completion dates. If the services for the AirTrain Extension Program are denied or delayed, a less desirable passenger experience from the Long Term Parking garages and Hotel using buses will continue or begin, and Airport revenue may be lost as a result.

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 46544 - 14/15

D. Will the contract(s) be renewed?

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

- E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:
Modification ensures coverage for the start time to close out of the project.

2. Reason(s) for the Request

A. Display all that apply

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

Explain the qualifying circumstances:

The is a three-year capital funded program requiring specific technical skills and expertise in support of other capital improvements programs at the Airport.

B. Reason for the request for modification:

This modification increases the PSC amount and duration, which allows the department to cover the amount and duration of the contract.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Architect and engineers with specialized skills, knowledge, and expertise in elevated people mover development, design management, elevated station design, and guideway operating system modifications and development are required. Project management experience developing and overseeing elevated transportation system projects is essential as well.

B. Which, if any, civil service class(es) normally perform(s) this work? 5201, Junior Engineer; 5203, Asst Engr; 5207, Assoc Engineer; 5209, Industrial Engineer; 5211, Eng/Arch/Landscape Arch Sr; 5212, Engineer/Architect Principal; 5214, Building Plans Engineer; 5215, Fire Protection Engineer; 5216, Chief Surveyor; 5218, Structural Engineer; 5219, Senior Strucutral Engineer; 5241, Engineer; 5260, Architectural Assistant 1; 5261, Architectural Assistant 2; 5265, Architectural Associate 1; 5266, Architectural Associate 2; 5268, Architect; 5502, Project Manager 1; 5506, Project Manager 3;

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

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

The existing Civil Service classifications do not have the required expertise and specialized skills necessary for the development, project and construction management of elevated people mover 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: The extension of the Airport's AirTrain people mover system and addition of AirTrain stations does not occur frequently enough to adopt a permanent civil service class.

6. Additional Information

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

7. Union Notification: On 10/05/17, the Department notified the following employee organizations of this PSC/RFP request:
Architect & Engineers, Local 21;

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

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

Address: PO Box 8097, San Francisco, CA 94128

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 46544 - 14/15

DHR Analysis/Recommendation:
Commission Approval Required
DHR Approved for 12/04/2017

Civil Service Commission Action:

Receipt of Union Notification(s)

Parada, Lucina (AIR)

From: dhr-psccordinator@sfgov.org on behalf of cynthia.avakian@flysfso.com
Sent: Thursday, October 05, 2017 1:48 PM
To: Cynthia Avakian (AIR); kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Parada, Lucina (AIR); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Modification Request to PSC # 46544 - 14/15 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The AIRPORT COMMISSION -- AIR has submitted a modification request for a Personal Services Contract (PSC) for \$90,000,000 for services for the period January 1, 2019 – December 31, 2020. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

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

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/10165>

Email sent to the following addresses: L21PSCReview@ifpte21.org pkim@ifpte21.org eerbach@ifpte21.org kpage@ifpte21.org

Choi, Suzanne (HRD)

From: Paul Kim <pkim@ifpte21.org>
Sent: Tuesday, October 31, 2017 4:54 PM
To: Cynthia Avakian (AIR)
Cc: Ken Page; Kristen Schumacher; DHR-PSCCoordinator, DHR (HRD); Tony Breslin (AIR); David Coleman (AIR); Geoff Neumayr (AIR); Jaime Tijerino (AIR)
Subject: RE: Questions concerning modifications for SFO's PSC #46544-14/15

Follow Up Flag: Follow up
Flag Status: Completed

Categories: Red Category

Hi Cynthia,

* Thank you for meeting with me and with the additional information provided by you Tony, and David the Union, IFPTE Local 21, has no objections with this PSC modification #46544-14/15 from moving forward. Thank you and we look forward to working with you and the rest of SFO in the future.

Paul Kim
Lead Representative/Organizer

IFPTE Local 21
1167 Mission St, 2nd Floor
San Francisco, CA 94103
(415) 914-7351



From: Cynthia Avakian (AIR) [mailto:Cynthia.Avakian@flysfo.com]
Sent: Monday, October 30, 2017 6:37 PM
To: Paul Kim <pkim@ifpte21.org>
Cc: Ken Page <kpage@ifpte21.org>; Kristen Schumacher <kschumacher@ifpte21.org>; DHR-PSCCoordinator, DHR (HRD) <dhr-psccoordinator@sfgov.org>; Tony Breslin (AIR) <Tony.Breslin@flysfo.com>; David Coleman (AIR) <David.Coleman@flysfo.com>; Geoff Neumayr (AIR) <Geoff.Neumayr@flysfo.com>; Jaime Tijerino (AIR) <jaime.tijerino@flysfo.com>
Subject: RE: Questions concerning modifications for SFO's PSC #46544-14/15

Paul,

It was great to meet you today and thanks for coming out to SFO.

Please let me know if you have further questions about PSC 46544-14/15.

Thanks,



Cynthia Avakian

Director, Contracts | Administration & Policy
San Francisco International Airport | P.O. Box 8097 | San Francisco, CA 94128
Tel 650-821-2014 | flysfo.com

[Facebook](#) | [Twitter](#) | [YouTube](#) | [Instagram](#) | [LinkedIn](#)

From: Cynthia Avakian (AIR)

Sent: Wednesday, October 25, 2017 4:13 PM

To: 'Paul Kim'

Cc: Ken Page; Kristen Schumacher; DHR-PSCCoordinator, DHR (HRD); Tony Breslin (AIR); David Coleman (AIR); Geoff Neumayr (AIR); Jaime Tijerino (AIR)

Subject: RE: Questions concerning modifications for SFO's PSC #46544

Paul,

Below is further information about the increased costs under this PSC:

The increase addresses higher costs in 2017 for the following reasons:

- Higher Bay Area construction costs.
- Guideway will be built 20' higher to match planned Lot DD facilities lobby and bridge levels
- Long Term/Lot DD Station will be built 20' higher to match planned Lot DD facilities lobby and bridge levels
- Hotel Station has Hotel amenities and Hotel level finishes. A third elevator to the ground has been added. Guideway renovations are needed here
- Higher Bombardier contract costs.
- Existing Bombardier system upgrades have been added on existing nine station/38 car system
- New cars purchased to keep headways the same as today with added length of track. Will now be a 41 car system
- FAA Environmental Assessment delays will extend extension and Long Term Parking/Lot DD Station opening by six additional months

David Coleman indicated that you were available on Monday, October 30th at 1:30pm. Please let us know in advance any additional questions that Local 21 has so that we can address those questions. An invite will be sent under separate cover.

Please let me know if you have further questions. Thanks,



Cynthia Avakian

Director, Contracts | Administration & Policy
San Francisco International Airport | P.O. Box 8097 | San Francisco, CA 94128
Tel 650-821-2014 | flysfo.com

[Facebook](#) | [Twitter](#) | [YouTube](#) | [Instagram](#) | [LinkedIn](#)

From: Paul Kim [<mailto:pkim@ifpte21.org>]

Sent: Wednesday, October 18, 2017 9:57 AM

To: Cynthia Avakian (AIR)

Cc: Ken Page; Kristen Schumacher; DHR-PSCCoordinator, DHR (HRD); David Coleman (AIR); Geoff Neumayr (AIR)

Subject: RE: Questions concerning modifications for SFO's PSC #46544

Hi Cynthia,

After further review the committee at Local 21 finds the email summary response too general and has additional questions, the primary one being why an additional \$90 million is needed to complete the project, a 70% increase in what was originally forecasted. Please accept this as an official request from IFPTE Local 21 to Meet and Confer regarding this PSC Modification #46544. I am available to meet in the following dates and times:

Thursday, October 19, 2-5pm

Monday, October 23, 2-5pm

Wednesday, open

If none of these times work for the department please forward me dates and times of your availability to schedule this meeting. Thank you.

Paul Kim
Lead Representative/Organizer

IFPTE Local 21
1167 Mission St, 2nd Floor
San Francisco, CA 94103
(415) 914-7351



From: Cynthia Avakian (AIR) [<mailto:Cynthia.Avakian@flysfo.com>]

Sent: Wednesday, October 18, 2017 9:09 AM

To: Paul Kim <pkim@ifpte21.org>

Cc: Ken Page <kpage@ifpte21.org>; Kristen Schumacher <kschumacher@ifpte21.org>; DHR-PSCCoordinator, DHR (HRD) <dh-psscordinator@sfgov.org>

Subject: RE: Questions concerning modifications for SFO's PSC #46544

Paul,

There are limited fields that we can change in the PSC Database for modifications. For original submissions, there are many more fields that departments can change. Please let me know if Local 21 has further objections to this PSC by Noon today.

Thanks,



Cynthia
Tel 650-821-2014

From: Paul Kim [<mailto:pkim@ifpte21.org>]
Sent: Tuesday, October 17, 2017 4:29 PM
To: Cynthia Avakian (AIR)
Cc: David Coleman (AIR); Ken Page; Kristen Schumacher; DHR-PSCCoordinator, DHR (HRD)
Subject: RE: Questions concerning modifications for SFO's PSC #46544

How come the summary page can't be changed? PUC frequently makes edits to what is presented to Civil Service and to what is uploaded to the PSC database.

From: Cynthia Avakian (AIR) [<mailto:Cynthia.Avakian@flysfo.com>]
Sent: Tuesday, October 17, 2017 4:21 PM
To: Paul Kim <pkim@ifpte21.org>
Cc: David Coleman (AIR) <David.Coleman@flysfo.com>; Ken Page <kpage@ifpte21.org>; Kristen Schumacher <kschumacher@ifpte21.org>; DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>
Subject: RE: Questions concerning modifications for SFO's PSC #46544

Paul,

We can't change the summary page; however, we will upload the email communication to the DHR PSC database.

Please let me know if you have further questions. Thanks,



Cynthia Avakian
Director, Contracts | Administration & Policy
San Francisco International Airport | P.O. Box 8097 | San Francisco, CA 94128
Tel 650-821-2014 | flysfo.com

[Facebook](#) | [Twitter](#) | [YouTube](#) | [Instagram](#) | [LinkedIn](#)

From: Paul Kim [<mailto:pkim@ifpte21.org>]
Sent: Tuesday, October 17, 2017 3:43 PM
To: Cynthia Avakian (AIR)
Cc: David Coleman (AIR); Ken Page; Kristen Schumacher; DHR-PSCCoordinator, DHR (HRD)
Subject: RE: Questions concerning modifications for SFO's PSC #46544

Hi Cynthia,

Can we get this information you've provided into the summary form that you will present to the Civil Service Commission? In that case the Union would have no objection with SFO moving forward with this modification. Let me know, thank you.

Paul Kim
Lead Representative/Organizer

IFPTE Local 21
1167 Mission St, 2nd Floor
San Francisco, CA 94103
(415) 914-7351



From: Cynthia Avakian (AIR) [<mailto:Cynthia.Avakian@flysfo.com>]
Sent: Friday, October 13, 2017 4:48 PM
To: Paul Kim <pkim@ifpte21.org>
Cc: David Coleman (AIR) <David.Coleman@flysfo.com>; Ken Page <kpage@ifpte21.org>; Kristen Schumacher <kkschumacher@ifpte21.org>; DHR-PSCCoordinator, DHR (HRD) <dhr-psccoordinator@sfgov.org>
Subject: RE: Questions concerning modifications for SFO's PSC #46544

Paul,

Please see our responses below in **bold** to your questions. Please let me know by COB on Monday, October 16, 2017 if you have further concerns.

Thanks,



Cynthia Avakian
Director, Contracts | Administration & Policy
San Francisco International Airport | P.O. Box 8097 | San Francisco, CA 94128
Tel 650-821-2014 | flysfo.com

[Facebook](#) | [Twitter](#) | [YouTube](#) | [Instagram](#) | [LinkedIn](#)

From: Paul Kim [<mailto:pkim@ifpte21.org>]
Sent: Wednesday, October 11, 2017 10:57 AM
To: Cynthia Avakian (AIR)
Cc: David Coleman (AIR); Ken Page; Kristen Schumacher
Subject: Questions concerning modifications for SFO's PSC #46544

Hi Cynthia,

After reviewing the summary the union, Local 21, has some questions:

1. Though we agree it's specialized work, but how is the increase justified? Added scope, unforeseen circumstances, etc.?

Delays have occurred in the following areas: 1) Contracting processes delayed the start of the work; 2) Hotel/AirTrain Station work design determinations as well as coordination of design and construction of underground utilities; 3) AirTrain Guideway extension design work to Long Term Parking Lot DD has occurred with third party review delays (Caltrans, San Mateo County, PG&E, and AT&T); and 4) Environmental Assessment clearance from the FAA on the AirTrain Guideway extension and Long Term Parking Garage Lot DD Station construction work.

2. How much of the increases include construction costs versus design costs?

The original PSC submission did not take in consideration the full construction costs for these project (approximately 65-70% of the costs are for construction). More work has been added in design for existing AirTrain Guideway improvement complexities, for added design coordination with Hotel and Long Term Parking Garage #2 projects, for owner initiated design changes, and for discovery of additional unknown utilities and relocations or avoidance of them. Overages have come from the current state of the construction industry and night work intensive scope.

3. In what capacity are city staff associated with this project?

The main Airport Stakeholders are two managers from Airport Operations who oversee the SFO AirTrain system. On the project side, there is one SFO Project Manager and one summer intern, engineering and architecture review by SFO Planning Design and Construction (PDC), SFO Building Inspection and Code Enforcement staff review and inspections, and anticipated inspection work by SFO PDC Construction Management inspectors.

4. Since this work is specialized is there any training being provided to city staff (seminars about people movers and lessons learned from this particular project offered to these specific classifications citywide)?

No, the work being performed is for the extension of the existing system. The main SFO stakeholders who run the AirTrain system do not need training since they are familiar with the operations of the AirTrain system.

Please send me some dates and times that you are available so we can either meet or speak on the phone, thank you.

Paul Kim
Lead Representative/Organizer

IFPTE Local 21
1167 Mission St, 2nd Floor
San Francisco, CA 94103
(415) 914-7351



Additional Attachment(s)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION -- AIRDept. Code: AIRType of Request: Initial Modification of an existing PSC (PSC # _____)Type of Approval: Expedited Regular Annual Continuing (Omit Posting)Type of Service: PMSS and DB Services for the Airport AirTrain Extension and Improvements ProgramFunding Source: Airport Capital FundsPSC Amount: \$130,000,000PSC Est. Start Date: 06/15/2015 PSC Est. End Date 12/31/2018**1. Description of Work**

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

Project Management Support Services (PMSS) and Design Build (DB) service teams with elevated people-mover guideway and operating system experience is required to manage the design and construction of the Airport AirTrain Extension projects. Services to be provided include project controls, scheduling, document control, design management, contracts management, Architectural and Engineering (AE) design services, furnishing and installing AirTrain Operating System components at new stations and guideway areas, Train Control System modifications, and construction of the AirTrain Extension and Stations. The AirTrain Extension and Improvements Program includes: 1) the Airport AirTrain Extension to Lot DD, 2) the AirTrain Stations at Long Term Parking Lot DD and at the Airport Hotel, and 3), new AirTrain Operating System work, 4) Modifications to the Train Control System, and 5) PMSS for oversight of all scope (Professional Services).

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

The Airport AirTrain Extension Program extends and supports Airport facilities such as the Terminals, Parking Garages, Rental Car Center, and in the future, the Airport Hotel, and the Long Term Parking Garages and new Rental Car Center. The Long Term Parking Garage and Airport Hotel projects are beginning and the AirTrain extension to both Long Term Parking Garages, and to the new Hotel, must be coordinated to align with those project completion dates. If the services for the AirTrain Extension Program are denied or delayed, a less desirable passenger experience from the Long Term Parking garages and Hotel using buses will continue or begin, and Airport revenue may be lost as a result.

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

This is a new service.

D. Will the contract(s) be renewed?

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

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

not applicable

2. Reason(s) for the Request

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

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

B. Explain the qualifying circumstances:

The is a three-year capital funded program requiring specific technical skills and expertise in support of other capital improvements programs at the Airport.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Architect and engineers with specialized skills, knowledge, and expertise in elevated people mover development, design management, elevated station design, and guideway operating system modifications and development are required. Project management experience developing and overseeing elevated transportation system projects is essential as well.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5201, Junior Engineer; 5203, Asst Engr; 5207, Assoc Engineer; 5209, Industrial Engineer; 5211, Eng/Arch/Landscape Arch Sr; 5212, Engineer/Architect Principal; 5214, Building Plans Engineer; 5215, Fire Protection Engineer; 5216, Chief Surveyor; 5218, Structural Engineer; 5219, Senior Structural Engineer; 5241, Engineer; 5260, Architectural Assistant 1; 5261, Architectural Assistant 2; 5265, Architectural Associate 1; 5266, Architectural Associate 2; 5268, Architect; 5502, Project Manager 1; 5506, Project Manager 3;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

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

A notice of intent was sent to City Departments on December 19, 2014, with no response received that any departments could perform the work.

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

- A. Explain why civil service classes are not applicable.
The existing Civil Service classifications do not have the required expertise and specialized skills necessary for the development, project and construction management of elevated people mover 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. The extension of the Airport's AirTrain people mover system and addition of AirTrain stations does not occur frequently enough to adopt a permanent civil service class.

6. Additional Information

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

- 7. Union Notification:** On 04/03/2015, the Department notified the following employee organizations of this PSC/RFP request:
Architect & Engineers, Local 21

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

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

Address: PO Box 8097 San Francisco, CA 94128

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 46544 - 14/15

DHR Analysis/Recommendation:

action date: 06/15/2015

Commission Approval Required

Approved by Civil Service Commission

06/15/2015 DHR Approved for 06/15/2015

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - PUBLIC WORKS

Dept. Code: DPW

Type of Request: Initial Modification of an existing PSC (PSC # 4011-13/14)

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

Type of Service: Environmental consulting & planning services for the Better Market Street Project

Funding Source: Project Funds

PSC Original Approved Amount: \$2,000,000

PSC Original Approved Duration: 09/01/13 - 12/31/19 (6 years 17 weeks)

PSC Mod#1 Amount: \$950,000

PSC Mod#1 Duration: no duration added

PSC Mod#2 Amount: \$2,400,000

PSC Mod#2 Duration: no duration added

PSC Cumulative Amount Proposed: \$5,350,000

PSC Cumulative Duration Proposed: 6 years 17 weeks

1. Description of Work

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

Consultants will perform a full range of highly specialized environmental services in conformance with the provisions of the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) for the Better Market Street (BMS) Project, a project to improve pedestrian, transit, bicycle, and vehicular mode circulation, and activate the street by adding street life zones between Octavia Blvd and the Embarcadero (and possibly Mission Street between S. Van Ness Avenue to the Embarcadero). It is expected that a joint Environmental Impact Report (EIR)/Environmental Impact Statement (EIS) will be required. Consultants will conduct aesthetics/visual, air quality, biological resources, cultural resources, geology/soils, hazards and hazardous materials, land use and planning, noise, transportation and traffic, utilities and service systems and other analyses needed to support that analysis.

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

These specialized services and expertise are necessary because the City does not currently possess all of them. In addition, the work services are needed to provide the mandatory CEQA/NEPA services for the BMS Project. Denial of this request will hamper DPW's effort to comply with City direction and will delay the delivery of this major infrastructure project.

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, through original PSC 4011-13/14 approved on 08/05/2013, and PSC 4011-13/14 Mod 1 approved on 10/14/2015.

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:
Services are required for the duration of the project.

2. Reason(s) for the Request

- A. Display all that apply

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

Explain the qualifying circumstances:

The project requires specialized CEQA/NEPA consultants with expertise in complex, major projects to analyze the environmental impact of the BMS Project. City staff does not currently possess the requisite specialized services and expertise needed for this project.

- B. Reason for the request for modification:

Additional amount is needed to complete the scope of environmental review services outlined in the original Personal Services Contract. As the project has advanced, the details of the work required to clear the project under the National Environmental Policy Act (NEPA), to complete the Cultural Resources technical study, and to study the necessary transit and traffic re-routing options during construction have shifted, due to changes in direction from the two lead environmental clearance agencies (Caltrans, on behalf of the Federal Highway Administration, and SF Planning), and will require more resources to complete.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: The project requires specialized CEQA/NEPA consultants with expertise in complex, major projects to analyze the environmental impact of the BMS Project. In particular, the consultants need CEQA/NEPA (where NEPA is administered by the US Department of Transportation) expertise to provide aesthetics/visual, air quality, biological resources, cultural resources, geology/soils, hazards and hazardous materials, land use and planning, noise, transportation and traffic, utilities and service systems and other analyses needed to support the joint CEQA/NEPA analysis.

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 Consultant will provide facilities, equipment, and computer software for analyses needed for the work.

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 broad and specialized scope of the necessary environmental services exceeds the City's current capabilities of staff and equipment. The work of consultants will also augment the work of the City Planners through the CEQA/NEPA process. The City's planners who are experienced

with the work will review and substantiate that the environmental analysis and processes by the consultants, are in conformance with CEQA/NEPA Guideline requirements.

- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No, the work is highly specialized and project specific. Projects of this type and size requiring this particular work are infrequent so the adoption of a new civil service class to perform this work would be impractical. In addition, the utilization of consultants to prepare the environmental document is consistent with City Planning Department's policy and procedures (See attached Environmental Review Process Summary.)

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
Training is not needed.
- 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.
Services will be provided by ICF Jones & Stokes, Inc.

7. Union Notification: On 10/30/17, 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: David Bui Phone: 415-554-6417 Email: david.bui@sfdpw.org

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4011-13/14

DHR Analysis/Recommendation:
Commission Approval Required
DHR Approved for 12/04/2017

Civil Service Commission Action:

Receipt of Union Notification(s)

Cheng, Paul (DPW)

From: Bui, David (DPW)
Sent: Monday, October 30, 2017 11:21 AM
To: Cheng, Paul (DPW); Williams, Hyun.(DPW); Burns, Alexander (DPW)
Subject: FW: Receipt of Modification Request to PSC # 4011-13/14 - MODIFICATIONS

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

From: dhr-psccordinator@sfgov.org [mailto:dhr-psccordinator@sfgov.org] On Behalf Of david.bui@sfdpw.org
Sent: Monday, October 30, 2017 11:09 AM
To: Bui, David (DPW) <David.Bui@sfdpw.org>; kschumacher@ifpte21.org; kpage@ifpte21.org; peter.masiak@seiu1021.org; eerbach@ifpte21.org; kgeneral@ifpte21.org; amakayan@ifpte21.org; jb@local16.org; Ricardo.lopez@sfgov.org; Basconcillo, Katherine (PUC) <kbasconcillo@sfgwater.org>; 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) <sin.yee.poon@sfgov.org>; smcgarry@nccrc.org; rmitchell@twusf.org; grojo@Local39.org; jduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org; L21PSCReview@ifpte21.org; sfsmsa@gmail.com; mshelley@dc16.us; david.canham@seiu1021.org; jtanner940@aol.com; oashworth@ibew6.org; L21PSCReview@ifpte21.org; LiUNA.local261@gmail.com; local200twu@sbcglobal.net; speedy4864@aol.com; camaguey@sfmea.com (contact) <camaguey@sfmea.com>; ecdemvoter@aol.com; thomas.vitale@seiu1021.org; michelle.lim@sfdpw.org; DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>
Subject: Receipt of Modification Request to PSC # 4011-13/14 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW has submitted a modification request for a Personal Services Contract (PSC) for \$2,400,000 for services for the period September 1, 2013 – December 31, 2019. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

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

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/5901>

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)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - PUBLIC WORKS

Dept. Code: DPW

Type of Request: Initial Modification of an existing PSC (PSC # 4011-13/14)

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

Type of Service: Environmental consulting & planning services for the Better Market Street Project

Funding Source: Project Funds

PSC Original Approved Amount: \$2,000,000

PSC Original Approved Duration: 09/01/13 - 12/31/19 (6 years 17 weeks)

PSC Mod#1 Amount: \$950,000

PSC Mod#1 Duration: no duration added

PSC Cumulative Amount Proposed: \$2,950,000

PSC Cumulative Duration Proposed: 6 years 17 weeks

1. Description of Work

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

Consultants will perform a full range of highly specialized environmental services in conformance with the provisions of the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) for the Better Market Street (BMS) Project, a project to improve pedestrian, transit, bicycle, and vehicular mode circulation, and activate the street by adding street life zones between Octavia Blvd and the Embarcadero (and possibly Mission Street between S. Van Ness Avenue to the Embarcadero). It is expected that a joint Environmental Impact Report (EIR)/Environmental Impact Statement (EIS) will be required. Consultants will conduct aesthetics/visual, air quality, biological resources, cultural resources, geology/soils, hazards and hazardous materials, land use and planning, noise, transportation and traffic, utilities and service systems and other analyses needed to support that analysis.

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

These specialized services and expertise are necessary because the City does not currently possess all of them. In addition, the work services are needed to provide the mandatory CEQA/NEPA services for the BMS Project. Denial of this request will hamper DPW's effort to comply with City direction and will delay the delivery of this major infrastructure project.

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

Yes - the consultant, ICF Jones & Stokes, Inc., has been performing the services.

D. Will the contract(s) be renewed?

No

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

Services are required for the duration of the project.

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

A. Display all that apply

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

Explain the qualifying circumstances:

The project requires specialized CEQA/NEPA consultants with expertise in complex, major projects to analyze the environmental impact of the BMS Project. City staff does not currently possess the requisite specialized services and expertise needed for this project.

B. Reason for the request for modification:

Additional amount is needed to complete the scope of environmental review services outlined in the original Personal Services Contract. As the project has advanced, the details of the work required to clear the project under the National Environmental Policy Act (NEPA), to complete the Cultural Resources technical study, and to study the necessary transit and traffic re-routing options during construction have shifted, due to changes in direction from the two lead environmental clearance agencies (Federal Transit Administration and SF Planning), and will require more resources to complete.

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

A. Specify required skills and/or expertise: The project requires specialized CEQA/NEPA consultants with expertise in complex, major projects to analyze the environmental impact of the BMS Project. In particular, the consultants need CEQA/NEPA (where NEPA is administered by the US Department of Transportation) expertise to provide aesthetics/visual, air quality, biological resources, cultural resources, geology/soils, hazards and hazardous materials, land use and planning, noise, transportation and traffic, utilities and service systems and other analyses needed to support the joint CEQA/NEPA analysis.

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 Consultant will provide facilities, equipment, and computer software for analyses needed for the work.

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 broad and specialized scope of the necessary environmental services exceeds the City's current capabilities of staff and equipment. The work of consultants will also augment the work of the City Planners through the CEQA/NEPA process. The City's planners who are experienced with the work will review and substantiate that the environmental analysis and processes by the consultants, are in conformance with CEQA/NEPA Guideline requirements.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No, the work is highly specialized and project specific. Projects of this type and size requiring this particular work are infrequent so the adoption of a new civil service class to perform this work would be impractical. In addition, the utilization of consultants to prepare the environmental document is consistent with City Planning Department's policy and procedures (See attached Environmental Review Process Summary.)

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
Training is not needed.
- 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.
Services will be provided by ICF Jones & Stokes, Inc.

7. Union Notification: On 10/05/15, 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:

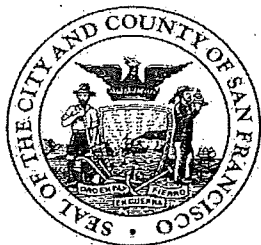
Name: Sung Kim Phone: 415-554-6417 Email: sung.kim@sfdpw.org

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4011-13/14

DHR Analysis/Recommendation:
Commission Approval Not Required
Approved by DHR on 10/14/2015



CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE
MAYOR

August 8, 2013

NOTICE OF CIVIL SERVICE COMMISSION ACTION

SCOTT R. HELDFOND
PRESIDENT

E. DENNIS NORMANDY
VICE PRESIDENT

DOUGLAS S. CHAN
COMMISSIONER

KATE FAVETTI
COMMISSIONER

GINA M. ROCCANOVA
COMMISSIONER

JENNIFER C. JOHNSTON
EXECUTIVE OFFICER

**SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED
PERSONAL SERVICES CONTRACT NUMBERS 4009-13/14
THROUGH 4011-13/14; 4081-09/10; 4009-11/12; 4092-10/11;
4200-06/07; 4005-11/12 AND 4095-08/09.**

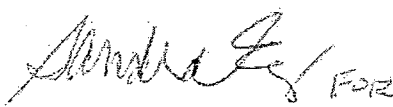
At its meeting of August 5, 2013 the Civil Service Commission had for its consideration the above matter.

The Commission:

- 1) Approved PSC #4010-13/14 with the condition that section 4A is amended and submitted to the Department of Human Resources and the Civil Service Commission.
- 2) Adopted the report; Approved the request for all contracts. Notified the Office of the Controller and the Office of Contract Administration.

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

CIVIL SERVICE COMMISSION


JENNIFER JOHNSTON
Executive Officer

Attachment

Cc: Cynthia Avakian, San Francisco International Airport
Parveen Boparai, Municipal Transportation Agency
Micki Callahan, Department of Human Resources
Stacey Camillo, Department of Public Works
Shamica Jackson, Public Utilities Commission
Rebekah Krell, San Francisco Arts Commission
Bree Mawhorter, San Francisco Sheriff's Department
Mabel Ng, San Francisco Ethics Commission
Commission File
Chron

POSTING FO

08/05/2013

PROPOSED PERSONAL SERVICES CONTRACTS - Regular

SC No	Dept No.	Dept Name	Approval Type	Contract Amount	Description of Work	Duration
009-13/14	06	Sheriff	Regular	\$56,875	Implementation of Compass software, including 8 hours of consulting services to customize software to meet the needs of the San Francisco Sheriff's Department (SFSFD), installation and testing of Compass software, 14.5 hours spent training staff to use the risk/needs assessment module, and post installation software support.	1/1/2013 - 1/1/2014
010-13/14	28	Art Commission	Regular	\$3,000,000	Contracts for multiple artists to design, fabricate, transport and/or consult during installation of artworks in a variety of media for the following multi-year Capital Improvement Projects which will be initiated in FY13/14: SFO Terminal 3, Oscar Park/Transbay Streetscape, Fire Stations 5 and 35, Moscone Convention Center-South, Phelan Loop Plaza, Art on Market Street Kiosk Poster Series, miscellaneous Recreation and Park Department projects, Public Utilities Commission South East Community Facility, and various other projects as they arise. The PSC amount is an estimate based on known project budgets and an average amount generated yearly by Art Enrichment Funds associated with Capital Improvement Projects.	7/1/2013 - 6/30/2014
011-13/14	90	Public Works	Regular	\$2,000,000	Consultants will perform a full range of highly specialized environmental services in conformance with the provisions of the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) for the Better Market Street (BMS) Project, a project to improve pedestrian, transit, bicycle, and vehicular mode circulation, and activate the street by adding street life zones between Octavia Blvd and the Embarcadero (and possibly Mission Street between S. Van Ness Avenue to the Embarcadero). It is expected that a joint Environmental Impact Report (EIR)/Environmental Impact Statement (EIS) will be required. Consultants will conduct aesthetics/visual, air quality, biological resources, cultural resources, geology/soils, hazards and hazardous materials, land use and planning, noise, transportation and traffic, utilities and service systems and other analyses needed to support that analysis.	9/1/2013 - 8/31/2019

Total Amount - Regular: \$5,056,875

PERSONAL SERVICES CONTRACT SUMMARY

DATE: 06/05/13

DEPARTMENT NAME: PUBLIC WORKS DEPARTMENT NUMBER 90

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

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

TYPE OF SERVICE: Environmental consulting & planning services for the Better Market Street Project

FUNDING SOURCE: Project funds

PSC AMOUNT: \$2,000,000 PSC DURATION: 9/1/2013 - 12/31/2019

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

Consultants will perform a full range of highly specialized environmental services in conformance with the provisions of the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) for the Better Market Street (BMS) Project...

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

These specialized services and expertise are necessary because the City does not currently possess all of them. In addition, the work services are needed to provide the mandatory CEQA/NEPA services for the BMS Project.

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

Specialized Environmental Review Services for major infrastructure projects are routinely provided by consultants who possess unique qualifications. The most recent personal services contract for similar work was approved via PSC# 4093-06/07 on 2/05/2007...

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

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

Local 21 Union Name Signature of person mailing/faxing form Date 6/05/13

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# STAFF ANALYSIS/RECOMMENDATION:

CIVIL SERVICE COMMISSION ACTION:

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

The project requires specialized CEQA/NEPA consultants with expertise in complex, major projects to analyze the environmental impact of the BMS Project. In particular, the consultants need CEQA/NEPA (where NEPA is administered by the US Department of Transportation) expertise to provide aesthetics/visual, air quality, biological resources, cultural resources, geology/soils, hazards and hazardous materials, land use and planning, noise, transportation and traffic, utilities and service systems and other analyses needed to support the joint CEQA/NEPA analysis.

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

None. The Department of City Planning and San Francisco Municipal Transportation Agency has planners (CS classes 5288 Transit Planner II, 5289 Transit Planner III, 5290 Transit Planner IV, 5291 Planner III, 5293 Planner IV, 5298 Planner III-Environmental Review, 5299 Planner IV-Environmental Review, 5620 Regulatory Specialist, 5642 Senior Environmental Specialist, 5644 Principal Environmental Specialist) who, by process, become the editors of the CEQA document, and review the work of the consultants for conformance with CEQA, environmental, and other City requirements. However, the City's Planners do not generally review NEPA documents. This is done by Caltrans on behalf of the US Department of Transportation. The consultants augment the work of the City's planners, who do not have specialized expertise required for many of the technical studies.

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

Yes. The Consultant will provide facilities, equipment, and computer software for analyses needed for the work.

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

The broad and specialized scope of the necessary environmental services exceeds the City's current capabilities of staff and equipment. The work of consultants will also augment the work of the City Planners through the CEQA/NEPA process. The City's planners who are experienced with the work will review and substantiate that the environmental analysis and processes by the consultants, are in conformance with CEQA/NEPA Guideline requirements.


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

No, the work is highly specialized and project specific. Projects of this type and size requiring this particular work are infrequent so the adoption of a new civil service class to perform this work would be impractical. In addition, the utilization of consultants to prepare the environmental document is consistent with City Planning Department's policy and procedures (See attached Environmental Review Process Summary.)

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

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

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



 Signature of Departmental Personal Services Contract Coordinator
Gordon Choy (415) 554-6230

 Print or Type Name Telephone Number

1155 Market Street, 4th Floor
 San Francisco, CA 94103
 Address 40-

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - PUBLIC WORKS

Dept. Code: DPW

Type of Request: Initial Modification of an existing PSC (PSC # 42606 - 13/14)

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

Type of Service: Engineering and Environmental Services for the Islais Creek Bridge Rehabilitation Project

Funding Source: Local Highway Bridge Program

PSC Original Approved Amount: \$5,000,000

PSC Original Approved Duration: 03/01/14 - 03/31/19 (5 years 4 weeks)

PSC Mod#1 Amount: no amount added

PSC Mod#1 Duration: 04/01/19-06/30/20 (1 year 13 weeks)

PSC Mod#2 Amount: \$3,000,000

PSC Mod#2 Duration: 07/01/20-12/31/20 (26 weeks 2 days)

PSC Cumulative Amount Proposed: \$8,000,000

PSC Cumulative Duration Proposed: 6 years 43 weeks

1. Description of Work

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

The selected consultant ("consultant") will perform a full range of highly specialized services for the Islais Creek Bridge Rehabilitation Project ("Project"). The Project requires specialized engineering and environmental consultants with expertise in complex, major infrastructure projects, particularly seismic retrofit and rehabilitation of bascule bridges over water with a strong environmental/regulatory component. The consultant will perform the work in three phases. Phase 1 consists of a condition survey of the bridge, preliminary engineering, and environmental studies. Phase 2 consists of detailed design and preparation of construction documents. Phase 3 consists of providing engineering support during construction.

B. Explain why this service is necessary and the consequence of denial:
Please see additional attachment.

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, through original PSC 42606-13/14 approved 02/03/2014 and subsequent modification #1 approved on 08/04/2015.

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:
Yes, the PSC may exceed 5 years based on the scope of work. The PSC is seeking a consultant to perform a full range of planning, environmental, design engineering, and construction

engineering support services, where work will span over the entirety of the project. This particular contracting approach is uncommon, but extremely beneficial to the project as many of the technical and environmental studies will feed directly into the design considerations and, ultimately, the final retrofit and rehabilitation strategy. Having a single consultant will provide for better coordination during the environmental and design phases and continuity during construction. In addition, the Project will involve extensive coordination with SFMTA that may have impact schedule.

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:

SFDPW is providing project management support to the Project through a SFDPW-IDC designated Project Manager. This Project Manager and other assigned staff will be the City's representatives for purposes of the Project and provide or make available upon request, reports, drawings, documents, GIS land base maps, records, and other data deemed useful for project development; provide the condition survey, seismic assessment and repair, rehabilitation and seismic retrofit strategy report for the project. Also, a team of 7-8 City staff will be assigned to support and manage the consultant during design and environmental phase. The City's engineers and planners who are experienced with the work will review and substantiate that the engineered design and environmental analysis, respectively, are in conformance with Federal, State, and local requirements. SFDPW will prepare all appropriate permits with technical support from Consultant.

B. Reason for the request for modification:

This Mod #2 Request is to increase funds and contract duration needed for continued and additional engineering and environmental review services in conformance with the provisions of the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) for the Engineering and Environmental Services for the Islais Creek Bridge Rehabilitation Project due to severity of issues found upon detailed investigation and unanticipated comments from regulatory agency.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Please see additional attachment.

B. Which, if any, civil service class(es) normally perform(s) this work? 5203, Asst Engr; 5207, Assoc Engineer; 5211, Eng/Arch/Landscape Arch Sr; 5212, Engineer/Architect Principal; 5218, Structural Engineer; 5219, Senior Structural Engineer; 5241, Engineer; 5277, Planner 1; 5278, Planner 2; 5283, Planner 5; 5298, Planner 3-Environmental Review; 5299, Planner 4-Environmental Review; 5620, Regulatory Specialist; 5642, Sr. Environmental Spec; 5644, Principal Environ Specialist;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. The consultant will provide facilities, equipment, and computer software for analyses needed for the work.

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 broad and specialized scope of the necessary engineering and environmental services exceeds the City's current capabilities of staff and equipment. The work of consultants will also augment the work of the City's engineers and planners. The City's engineers and planners who are experienced with the work will review and substantiate that the engineered design and environmental analysis, respectively, are in conformance with Federal, State, and local requirements.

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: Please see additional attachment.

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.

Engineering and Environmental Services Training for Bridge Projects. Estimated total training hours: 2 -10 hours. Number of employees to received training: 2-10 employees.

C. Are there legal mandates requiring the use of contractual services?

No.

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

Please see attached document.

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.

Services will be provided by AECOM Technical Services, Inc.

7. Union Notification: On 10/26/17, the Department notified the following employee organizations of this PSC/RFP request:

Architect & Engineers, Local 21;

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

Name: David Bui Phone: 415-554-6417 Email: david.bui@sfdpw.org

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 42606 - 13/14

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 12/04/2017

Receipt of Union Notification(s)

Cheng, Paul (DPW)

From: Bui, David (DPW)
Sent: Thursday, October 26, 2017 2:27 PM
To: Cheng, Paul (DPW); Williams, Hyun (DPW); Burns, Alexander (DPW)
Subject: Fw: Receipt of Modification Request to PSC # 42606 - 13/14 - MODIFICATIONS

From: dhr-psccordinator@sfgov.org <dhr-psccordinator@sfgov.org> on behalf of david.bui@sfdpw.org <david.bui@sfdpw.org>
Sent: Thursday, October 26, 2017 1:02:48 PM
To: Bui, David (DPW); kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; michelle.lim@sfdpw.org; DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Modification Request to PSC # 42606 - 13/14 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW has submitted a modification request for a Personal Services Contract (PSC) for \$3,000,000 for services for the period July 1, 2020 – December 31, 2020. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

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

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/5637>
Email sent to the following addresses: L21PSCReview@ifpte21.org
pkim@ifpte21.org
eerbach@ifpte21.org kpage@ifpte21.org kschumacher@ifpte21.org

Additional Attachment(s)

PSC Attachment:

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

These services are necessary because the Project is extremely unique and will require specialized engineering and environmental/regulatory expertise. Bridge rehabilitation projects are infrequent in the City, and the Islais Creek Bridge is a one of a kind bascule bridge over water that will require focused structural, mechanical, and electrical engineering services. The Project will need bridge assessments and related engineering work to develop a feasible seismic retrofit and rehabilitation strategy. The Project will need to comply with both federal and state environmental requirements [National Environmental Policy Act (NEPA), California Environmental Quality Act (CEQA)] and include the necessary environmental studies as well. Projects with this type of work and complexity are fairly uncommon. Denial of this request will hamper SFDPW's effort and will delay the delivery of this major infrastructure project.

3A. Specify required skills and/or expertise:

The Project requires specialized engineering and environmental consultants with expertise in complex, major infrastructure projects, particularly seismic retrofit and rehabilitation of bridges over water with a strong regulatory component (Caltrans, BCDC, RWQCB, Coast Guard, USACOE, Fish and Wildlife, etc). The Project also requires specialized structural, mechanical, and electrical engineering expertise for bascule bridge structures. Consultant work products must be compatible with the requirements of federally funded projects and comply with the requirements/standards of the Federal Highway Administration, Caltrans, SF Planning Department, and SFDPW. In addition, environmental consultants need both California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) expertise to provide aesthetics/visual, air quality, biological resources, cultural resources, geology/soils, hazards and hazardous materials, land use and planning, noise, transportation and traffic, utilities and service systems and other analyses needed to support the environmental analysis.

4B. Would it be practical to adopt a new civil service class to perform this work? Explain.

No, the work is highly specialized and project specific. Projects of this type and size requiring this particular work are infrequent so the adoption of a new civil service class to perform this work would be impractical. In addition, the utilization of consultants to prepare the environmental document is consistent with City Planning Department's policy and procedures (See attached "Environmental Review Process Summary").



SAN FRANCISCO
PLANNING
DEPARTMENT

GENERAL PLANNING INFORMATION

Environmental Review Process Summary

Planning Department
1650 Mission Street
Suite 400
San Francisco, CA
94103-9425

T: 415.558.6378
F: 415.558.6409

Date:
March 17, 2011

Subject:
**Environmental Review under the California
Environmental Quality Act**

Cal. Pub. Res. Code Section 21000 et seq.; CCR Title 14,
Section 15000 et seq.; and San Francisco Admin. Code
Chapter 31

Introduction

The California Environmental Quality Act (CEQA) was enacted in 1970 in response to the growing awareness that environmental impacts must be carefully considered in order to avoid unanticipated environmental problems resulting from development or planning efforts. The environmental review process provides decision-makers and the general public with an objective analysis of the immediate and long-range specific and cumulative impacts of a proposed project on its surrounding physical environment. In California, environmental review is two-fold in purpose: to disclose the impacts of a project and to ensure public participation.

Environmental review under CEQA is administered for all departments and agencies of the City and County of San Francisco by the Environmental Planning division of the Planning Department (the Department). Projects subject to CEQA are those actions that have the potential for resulting in a physical change of some magnitude on the environment and that require a discretionary decision by the City, such as public works construction and related activities, developments requiring permits (which in San Francisco are discretionary and thus not exempt from CEQA), use permits, activities supported by assistance from public agencies, enactment and amendment of zoning ordinances, and adoption or amendment of the General Plan or elements thereof. No action to issue permits, allocate funds, or otherwise implement a discretionary project may be taken until environmental review is complete.

Projects requiring analysis in environmental impact reports (EIRs) are generally complex major public or private development proposals, or those projects that could potentially have a significant impact on the physical environment.

Exemption from Environmental Review

The environmental review process begins with a determination by the Department as to whether or not a discretionary action by the City falls within a class of projects that are exempt from environmental evaluation pursuant to CEQA Statutes and Guidelines. Projects that are exempt generally include small-scale new construction or demolition, some changes of use, some additions, and other generally small-scale projects. These projects are enumerated in the *Categorical Exemptions from the California Environmental Quality Act*, adopted by the San Francisco Planning Commission (the Commission) on August 17, 2000.

Some small projects may be issued environmental exemptions over the counter at the Planning Information Center (PIC), 1660 Mission Street, First Floor, or may be referred to Environmental Planning staff. In the latter case, the project sponsor (private applicant or government agency) submits an *Environmental Evaluation (EE) Application* to the Environmental Planning intake planner, along with a fee (see *Schedule of Application Fees*).

If the proposed project involves the major alteration or demolition of a property more than 50 years old, the project sponsor will need to file a *Historical Resource Evaluation – Supplemental Information Form* with the *EE Application* so that Department staff can evaluate whether the proposed project would result in impacts on historical resources.

Project sponsors also need to submit a Tree Disclosure Statement with the *EE Application*. Other materials, such as technical reports, may be required on a case-by-case basis. Refer to Special Studies, below.

Community Plan Exemption

Per Section 15183 of the State CEQA Guidelines, community plan exemptions from CEQA review may be issued for projects within adopted plan areas. These exemptions may be issued for larger projects that would not otherwise be exempt, if they are determined not to create significant impacts beyond those identified in the applicable area plan EIR.

Exemption Timeline

A determination of exemption is generally processed in a minimum of two weeks; however, projects that require historical review or other supplemental data may take two months or longer to process, based on factors such as changes in the proposed project, supplemental data requirements, and staff case load.

Appeal of Exemption

A determination of exemption may be appealed to the Board of Supervisors (the Board). The procedures for filing an appeal of an exemption determination are available from the Clerk of the Board at City Hall, Room 244, or by calling (415) 554-5184.

Environmental Review

Please note that some moderate to large projects (e.g., those that create six or more dwelling units and those that create or add 10,000 square feet to a non-commercial building) are required to submit a *Preliminary Project Assessment (PPA) Application* prior to submitting an *EE Application*.

ENVIRONMENTAL EVALUATION APPLICATION

For projects not exempt from environmental evaluation, the project sponsor (private applicant or government agency) files a completed *EE Application* by appointment with the assigned Environmental Planning application intake planner along with a fee based on the construction cost of the proposed project. The Department's *Schedule of Application Fees* and contact information for the intake planner are available online at sfplanning.org, and at the PIC, 1660 Mission Street, First Floor, or by calling (415) 558-6377. The *EE Application* may be filed prior to or concurrently with the building permit application.

SPECIAL STUDIES

To assist Department staff in the environmental evaluation process, the project sponsor may be required to provide supplemental data or studies to the *EE Application* intake planner to address potential impacts on soils, transportation, biological resources, wind, hazards, shadows, noise, air quality, or other issue areas. If a shadow study is required, the project sponsor files a *Shadow Analysis Application* along with a fee (see *Schedule of Application Fees*), and Department staff prepares a shadow fan analysis. If a transportation study is required for impact analysis, the project sponsor submits two fees: one to the Department and one to the Municipal Transportation Agency (see the Department's *Schedule of Application Fees*). Fees are generally non-refundable and are in addition to costs paid by the project sponsor for consultant-prepared reports (see Consultants, below).

INITIAL STUDY

After the project sponsor submits a completed *EE Application*, Department staff prepares an initial study for the proposed project. Projects are evaluated on the basis of the information supplied in the *EE Application*,

any additional information required from the applicant, research, and contact with affected public agencies, citizens groups, and concerned individuals, all by or under the direction of Environmental Planning staff. Initial studies for some large or complex projects may need to be prepared by a consultant rather than by Department staff.

NEGATIVE DECLARATION OR MITIGATED NEGATIVE DECLARATION

If the initial study determines that the proposed project would not have a significant effect on the environment, a preliminary negative declaration (PND) is issued, advertised in a local newspaper, posted at the Department, on its website, and on the subject site, and mailed to various parties as requested.

If the initial study determines that the project would result in significant impacts on the environment, but that such impacts could be reduced to a less-than-significant level through mitigation measures, Environmental Planning staff issues a preliminary mitigated negative declaration (PMND), provided that the project sponsor agrees to implement the mitigation measures.

Appeal of PND or PMND

During the 20 (or 30 if required by CEQA) calendar days after legal advertisement of the PND or PMND issued by the Department, concerned parties may comment on the adequacy of the PND or PMND, request revisions or appeal the determination, and/or request preparation of an EIR. Appeals must be in the form of a letter to the Environmental Review Officer stating the grounds for the appeal and must include an appeal fee (see *Schedule of Application Fees*). The Commission will decide the appeal at an advertised public hearing. The Commission may (1) sustain the PND or PMND as written, (2) amend the PND or PMND, or (3) require that an EIR be prepared.

If no appeal is filed within 20 or 30 calendar days, any substantive comments related to environmental effects will be incorporated into the final negative declaration (FND) or final mitigated negative declaration (FMND), which is signed by the Environmental Review Officer and issued. Approval decisions may then be made on the project.

Appeal of FND or FMND

FNDs and FMNDs are appealable to the Board. The procedures for filing an appeal of an FND or FMND determination may be obtained from the Clerk of the Board at City Hall, Room 244, or by calling (415) 554-5184.

Negative Declaration Timeline

A minimum timetable for the negative declaration (ND) or mitigated negative declaration (MND) process is about six months; the timetable may be six to twelve months or longer based on factors such as changes in the proposed project, staff case load, supplemental data requirements, whether the document is appealed, and – where consultant work is required – quality of work.

ENVIRONMENTAL IMPACT REPORT

Before or during the initial study process, the Department may determine that the project could have a significant effect on the environment and that an EIR is required. The determination that an EIR is required is published in a local newspaper, posted at the Department, at the subject site, and on the sfplanning.org website, and mailed to various parties.

Administrative Draft EIR

If an EIR is required, the project sponsor must have an administrative draft EIR (ADEIR) prepared by a qualified environmental consultant and submitted to Department staff. Fees for processing the EIR are billed when staff advertises the EIR notice of preparation, and are payable upon submittal of the first ADEIR. This first administrative draft is reviewed by Environmental Planning staff in consultation with other relevant Department staff and public agencies. Two or three revisions of the ADEIR are often required for completion of research and verification of accuracy before the material is ready for publication.

Draft EIR Publication and Public Hearing

When staff determines that the ADEIR is acceptable for publication, the Department assumes authorship, authorizes publication of the draft EIR (DEIR), and advertises in a local newspaper and with on-site posting that the DEIR is available for public review, will be considered by the Commission at a specified public hearing, and what, if any, significant impacts are identified in the DEIR. The public hearing before the Commission occurs at least 30 days after publication of the DEIR. The purpose of the hearing is to receive

testimony related to the accuracy and completeness of the DEIR; written comments are also accepted during the review period, which extends at least five days beyond the hearing.

Final EIR Certification

Following the DEIR hearing, a comments and responses document is prepared to respond to all substantive issues raised in the written and oral testimony. The document is distributed to the Commission, commentors, and others as requested. After reviewing the comments and responses document, including any revisions to the DEIR and incorporation into the EIR of any further changes requested by the Commission, the Commission certifies at a public meeting that the final EIR (FEIR) has been completed in compliance with State law, and determines whether the project would or would not have a significant effect on the environment. It is important to note that certification does not approve or disapprove a project, but rather concludes that the EIR complies with CEQA and provides environmental information regarding the proposed project to serve as one of the elements upon which a reasoned decision is based.

If the Commission determines that the proposed project would have a significant effect on the environment, it may approve a project in one of two ways: (1) require changes in the project to reduce or avoid environmental damage if it finds such changes feasible (generally via alternatives and/or mitigation), or (2) find that changes are infeasible and make a statement of overriding considerations. CEQA requires decision-makers to balance the benefits of a proposed project against its unavoidable environmental risks in determining whether to approve the project. If the benefits of a proposed project would outweigh the unavoidable adverse environmental effects, those adverse effects may be considered "acceptable." The Commission must, in such cases, state in writing the specific reasons to support its action based on the FEIR and/or other information in the record.

Appeal of EIR

The certification of an FEIR is appealable to the Board. Any person or entity that has submitted comments to the Commission or to the Environmental Review Officer may appeal the Commission's certification of the FEIR to the Board within 20 calendar days after that certification. Appeals must be in the form of a letter to the Board stating the grounds of the appeal, with submittal of an appeal fee (see *Schedule of Application Fees*).

Upon review by the Department, the appeal fee may be reimbursed for neighborhood organizations that have been in existence for a minimum of 24 months. The Board may reject by motion an appeal that fails to state proper grounds for the appeal. The Board must act on valid appeals at an advertised public hearing, which must be scheduled within 30 calendar days after the Commission's certification of the FEIR, but may in certain circumstances extend such time period up to 90 calendar days from the date of filing the appeal. The Board may affirm or reverse the certification by the Commission by a majority vote. If the Board affirms the Commission's certification, the FEIR is considered certified on the date upon which the Commission originally certified the FEIR. If the Board reverses the Commission's certification, the Board must make specific findings and remand the FEIR to the Commission for further action consistent with the Board's findings. The Commission must take such action as may be required by the Board and consider recertification of the EIR. Only the new or revised portions of the FEIR may then be appealed again to the Board.

EIR Timeline

A minimum timeline for the EIR process is 18 months; the period is variable, however, based on factors such as changes in the proposed project, staff case load, supplemental data requirements, quality of consultant work submitted to the Department, nature and volume of the DEIR comments, and whether the FEIR is appealed.

NOTICES OF EXEMPTION/ DETERMINATION

For projects that are exempt from environmental evaluation, the project sponsor may request that a notice of exemption (NOE) be filed after the project is approved. Though not required, the NOE shortens the statute of limitations for legal challenges under CEQA from 180 calendar days to between 30 and 35 calendar days.

A notice of determination (NOD) may be filed upon approval of a project for which an ND, MND, or EIR has been prepared. The filing of an NOD starts a 30-calendar day statute of limitations on court challenges to the approval under CEQA. If no NOD is filed, the statute of limitations is 180 calendar days.

The NOE or NOD must not be filed until after the project is approved but within five working days of project approval. It is possible that several NODs may be needed for one project if the project requires multiple approvals at different times. To file an NOE or NOD, the project sponsor must submit a fee to the County Clerk. A higher fee established by the State Department of Fish and Game is required for filing an NOD for a project that may result in an adverse impact on sensitive species, sensitive habitat, or wildlife migration.

Consultants

The project sponsor may retain or be required to retain environmental consultants to prepare an initial study, ND, MND, EIR, and other environmental documents or studies. The Department has established pools of qualified consultants with expertise in the preparation of environmental, transportation, historical resource, and archeological resource documents. If required for project analysis, the document must be prepared by a consultant who is included in the respective consultant pool. While the project sponsor pays all costs for preparation of the necessary consultant-prepared documents, the Department scopes, monitors, reviews, and approves all work completed by consultants.

For More Information

The following reference materials, applications, and forms are currently available at the Planning Information Center, 1660 Mission Street, First Floor, and on the Department's website, sfplanning.org:

- **Preliminary Project Assessment (PPA) Application** – Must be submitted prior to the EE Application if the project would create six or more dwelling units or create/add 10,000 square feet to a non-residential building. The PPA process provides project sponsors with early feedback for environmental review and other Department requirements before development applications are filed. This early viewing of the project provides sponsors with early feedback and procedural instructions, and also allows staff to coordinate early in the development process.
- **Environmental Evaluation (EE) Application** – May need to be filed to determine whether projects are environmentally exempt or require environmental review.
- **Historical Resources – Supplemental Information Form** – May need to be filed with the EE Application.
- **Categorical Exemptions from the California Environmental Quality Act** – Lists the types of projects that are exempt from environmental evaluation.

- **San Francisco Preservation Bulletin No. 16: CEQA and Historical Resources** – Provides direction and guidance for the environmental evaluation of historic resources.
- **Initial Study Checklist** – Provides a template for the Initial Study, and also serves to scope an EIR by determining which topics require more extensive review and which do not.
- **Shadow Analysis Application** – Determines whether new structures above 40 feet in height would cast shadows on San Francisco Recreation and Parks Department properties.
- **Transportation Impact Analysis Guidelines for Environmental Review** – Aids consultants in preparing transportation impact analyses for NDs, MNDs, and EIRs.
- **Schedule of Application Fees** – Lists Department fees, including fees for exemptions, initial studies, environmental impact reports, and appeals of environmental determinations. Some fees are based on the construction cost of a proposed project, others are flat fees, and some are based on the cost of time and materials for environmental review processing.

General inquiries regarding environmental review should be directed to Environmental Planning at (415) 575 9025. For information regarding a specific project undergoing environmental review, contact the assigned planner (call the PIC at (415) 558-6377 to request the name and number of the assigned environmental planner).



SAN FRANCISCO
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FOR OTHER PLANNING INFORMATION: Call or visit the San Francisco Planning Department

Central Reception
1650 Mission Street, Suite 400
San Francisco CA 94103-2479

TEL: 415.558.6378
FAX: 415.558.6409
WEB: <http://www.sfplanning.org>

Planning Information Center (PIC)
1660 Mission Street, First Floor
San Francisco CA 94103-2479

TEL: 415.558.6377

Planning staff are available by phone and at the PIC counter.
No appointment is necessary.

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

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

Type of Request: [] Initial [x] Modification of an existing PSC (PSC # 42606 - 13/14)

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

Type of Service: Engineering and Environmental Services for the Islais Creek Bridge Rehabilitation Project

Funding Source: Local Highway Bridge Program

PSC Original Approved Amount: \$5,000,000

PSC Original Approved Duration: 03/01/14 - 03/31/19 (5 years 4 we

PSC Mod#1 Amount: no amount added

PSC Mod#1 Duration: 04/01/19-06/30/20 (1 year 13 weeks)

PSC Mod#2 Amount:

PSC Mod#2 Duration:

PSC Cumulative Amount Proposed: \$5,000,000

PSC Cumulative Duration Proposed: 6 years 17 weeks

1. Description of Work

A. Scope of Work:

The selected consultant ("consultant") will perform a full range of highly specialized services for the Islais Creek Bridge Rehabilitation Project ("Project"). The Project requires specialized engineering and environmental consultants with expertise in complex, major infrastructure projects, particularly seismic retrofit and rehabilitation of bascule bridges over water with a strong environmental/regulatory component. The consultant will perform the work in three phases. Phase 1 consists of a condition survey of the bridge, preliminary engineering, and environmental studies. Phase 2 consists of detailed design and preparation of construction documents. Phase 3 consists of providing engineering support during construction.

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

Please see additional attachment.

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

Services have been provided in the past through earlier PSC request. See 42606 - 13/14

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

2. Union Notification: On 07/27/15, the Department notified the following employee organizations of this PSC/RFP request: Architect & Engineers, Local 21;

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 42606 - 13/14

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 08/04/2015

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:
Please see additional attachment.

B. Which, if any, civil service class(es) normally perform(s) this work?
5203,5207,5212,5211,5241,5218,5219,528X,5298,5299,5620,5642,5644,5277,5278,5283,

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:
Yes. The consultant will provide facilities, equipment, and computer software for analyses needed for the work.

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

The broad and specialized scope of the necessary engineering and environmental services exceeds the City's current capabilities of staff and equipment. The work of consultants will also augment the work of the City's engineers and planners. The City's engineers and planners who are experienced with the work will review and substantiate that the engineered design and environmental analysis, respectively, are in conformance with Federal, State, and local requirements.

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

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

YES NO

- | | | |
|--|-------------------------------------|-------------------------------------|
| A. Will the contractor directly supervise City and County employee? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| B. Will the contractor train City and County employee? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| C. Are there legal mandates requiring the use of contractual services? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| D. Are there federal or state grant requirements regarding the use of contractual services? Please see attached document. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E. Has a board or commission determined that contracting is the most effective way to provide this service? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? Services will be provided by AECOM Technical Services, Inc. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD
ON 07/27/15 BY:

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

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

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

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

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

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

Type of Service: Engineering and Environmental Services for the Islais Creek Bridge Rehabilitation Project

Funding Source: Local Highway Bridge Program PSC Duration: 5 years 4 weeks
PSC Amount: \$5,000,000 PSC Est. Start Date: 03/01/2014 PSC Est. End Date: 03/31/2019

1. Description of Work

A. Scope of Work:

The selected consultant ("consultant") will perform a full range of highly specialized services for the Islais Creek Bridge Rehabilitation Project ("Project"). The Project requires specialized engineering and environmental consultants with expertise in complex, major infrastructure projects, particularly seismic retrofit and rehabilitation of bascule bridges over water with a strong environmental/regulatory component. The consultant will perform the work in three phases. Phase 1 consists of a condition survey of the bridge, preliminary engineering, and environmental studies. Phase 2 consists of detailed design and preparation of construction documents. Phase 3 consists of providing engineering support during construction.

B. Explain why this service is necessary and the consequence of denial:
Please see additional attachment.

C. Has this service been provided in the past. If so, how? If the service was provided via a PSC, provide the most recently approved PSC # and upload a copy of the PSC.
Specialized environmental services for major infrastructure projects are routinely provided by consultants who possess unique qualifications. The most recent personal services contracts for similar work was approved via PSC# 4093-06/07 on February 5, 2007 for the SF General Hospital Rebuild Program and PSC# 4011-13/14 on August 5, 2013 for the Better Market Street Project.

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

2. Union Notification: On 12/09/2013, the Department notified the following employee organizations of this PSC/RFP request: Architect & Engineers, Local 21

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 42606 - 13/14

DHR Analysis/Recommendation:

02/03/2014

Commission Approval Required

DHR Approved for 02/03/2014

-25 Approved by Civil Service Commission with conditions

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:
Please see additional attachment.

B. Which, if any, civil service class(es) normally perform(s) this work?
5203,5207,5212,5211,5241,5218,5219,,5298,5299,5620,5642,5644,5277,5278,5283,

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:
Yes. The consultant will provide facilities, equipment, and computer software for analyses needed for the work.

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

The broad and specialized scope of the necessary engineering and environmental services exceeds the City's current capabilities of staff and equipment. The work of consultants will also augment the work of the City's engineers and planners. The City's engineers and planners who are experienced with the work will review and substantiate that the engineered design and environmental analysis, respectively, are in conformance with Federal, State, and local requirements.

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

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

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

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD
ON 01/08/2014 BY:

Name: David Bui Phone: 415-554-6417 Email: david.bui@sfdpw.org

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

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC LIBRARY

Dept. Code: LIB

Type of Request: Initial Modification of an existing PSC (PSC # 45648 - 14/15)

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

Type of Service: Accredited Online, Career-Based High School Completion

Funding Source: Library Preservation Fund

PSC Original Approved Amount: \$647,750

PSC Original Approved Duration: 01/02/15 - 05/31/18 (3 years 21 weeks)

PSC Mod#1 Amount: no amount added

PSC Mod#1 Duration: 06/01/18-05/31/21 (3 years 1 day)

PSC Cumulative Amount Proposed: \$647,750

PSC Cumulative Duration Proposed: 6 years 21 weeks

1. Description of Work

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

Library seeks a sole-source agreement with Cengage Learning Inc. Cengage Learning, in partnership with Smart Horizons Career Online Education, offers an 18-credit, career-based online high school diploma program designed to prepare students for entry into the workplace. Students earn an accredited high school diploma plus a career certificate. It is the only program of its kind. The Library's new Learning & Literacy Center will administer the program, working with our Project Read staff and community partners to identify prospective students. The scope of services includes online assessment to identify students who can be successful in the program; customized and in-depth program implementation training for library staff facilitators who will work directly with the students; student coaching (online and by phone); student recruiting and marketing support, curriculum including 18 credits (14 academic and 4 career); coursework in language arts, social studies, mathematics, and science, plus career electives offering eight career tracks. The Contractor shall be required to enroll and educate 125 students during the first year, 150 students during the second year and 175 students during the third year.

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

The service expands the Library's role by providing opportunities for people who have not succeeded in traditional educational settings. It is in alignment with City workforce development goals and has been identified as a priority by the Mayor. It fills a gap between what SF Unified School District and City College offer by providing opportunities for motivated adults (18 or over) to obtain diplomas & career certificates. Students who achieve diplomas through Career Online High School can pursue work in the career tracks for which they have studied and potentially go on to City College or other higher education settings. The consequence of denial is less individual opportunity for residents who might be able to benefit from such a program and less opportunity for San Francisco to address issues of inequality and lack of opportunities for its less-privileged residents.

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

Yes, PSC 45648-14/15, awarded to Cengage via a Sole Source Agreement

D. Will the contract(s) be renewed?

Yes, if funding permits and if the program is a success, measured by the number of accredited high School diplomas awarded.

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 program is only available from one vendor for the library market. It is in alignment with City and County of San Francisco workforce development goals and fills a gap between what SF Unified School District and City College offer adult learners. While the vendor provides the online accredited and career-based high school program, library staff also play a critical role in the program's success.

2. Reason(s) for the Request

A. Display all that apply

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

Explain the qualifying circumstances:

The resources that the City lacks to accomplish this program are an accredited online high school/career certificate program for adult learners, including a dedicated online platform for the program and qualifying coursework. Career Online High School is the only accredited online high school in the nation adapted specifically for public libraries.

B. Reason for the request for modification:

Original term of contract with Cengage Learning expires on April 30, 2018, requiring an amendment- the Library would like to extend the contract for another three years. Existing PSC expires on May 31, 2018

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: 1. Ability and authority to evaluate prospective student transcripts and enter results in database managed by accredited online high school; 2. Teaching and counseling training and experience sufficient to provide support and academic coaching for high school level coursework; and 3. Ability to train Library staff to act as facilitators to students in the program.

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. Contractor will provide an online platform containing both administrative modules and coursework for students.

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 work of evaluating transcripts must be done within the authority of the accredited school offering the diplomas, so City staff cannot do that part. The contractor must also provide teachers to counsel and coach students if they need assistance with the online coursework, and trainers to train library staff in how to market the program and screen candidates, use administrative software and etc.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. The work must be performed by the staff of an accredited online high school for adult learners, with its own dedicated web-based class curriculum, which it is not financially feasible for CCSF to create.

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.

Students work with library staff facilitators who are trained by Career Online High School on how to administer the program, including how to conduct additional screening beyond the online assessment. Approximately a dozen library staff (including librarians and Project Read staff, who are classified as library technicians) will receive a full-day of training at the commencement of the contract, and more will be trained as needed over the course of the contract.

C. Are there legal mandates requiring the use of contractual services?

No.

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

No.

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

No.

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

Cengage Learning is Sole Source provider.

7. Union Notification: On 10/24/17, 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: Anna Wong Phone: 557-4214 Email: anna.wong@sfpl.org

Address: 100 Larkin Street, San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 45648 - 14/15

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 12/04/2017

Receipt of Union Notification(s)

Wong, Anna (LIB)

From: dhr-psccordinator@sfgov.org on behalf of anna.wong@sfpl.org
Sent: Tuesday, October 24, 2017 2:53 PM
To: Wong, Anna (LIB); kschumacher@ifpte21.org; kpage@ifpte21.org; peter.masiak@seiu1021.org; eerbach@ifpte21.org; kgeneral@ifpte21.org; amakayan@ifpte21.org; jb@local16.org; Ricardo.lopez@sfgov.org; Basconcillo, Katherine (PUC); Sandeep.lal@seiu1021.me; pcamarillo_seiu@sbcglobal.net; MRainsford@Local39.org; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; pkim@ifpte21.org; agonzalez@iam1414.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; gail@sfflocal798.org; cityworker@sfcwu.org; davidmkersten@gmail.com; djohnson@opcmllocal300.org; hodlocal@pacbell.net; ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org; xiumin.li@seiu1021.org; Poon, Sin Yee (HSA); smcgarry@nccrc.org; rmitchell@twusf.org; grojo@Local39.org; jduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org; L21PSCReview@ifpte21.org; sfsmsa@gmail.com; mshelley@dc16.us; david.canham@seiu1021.org; jtanner940@aol.com; oashworth@ibew6.org; L21PSCReview@ifpte21.org; LiUNA.local261@gmail.com; local200twu@sbcglobal.net; speedy4864@aol.com; camaguey@sfmea.com (contact); ecdemvoter@aol.com; thomas.vitale@seiu1021.org; Yoshida, Shirley (LIB); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Modification Request to PSC # 45648 - 14/15 - MODIFICATIONS

[This sender failed our fraud detection checks and may not be who they appear to be. Learn about spoofing at <http://aka.ms/LearnAboutSpoofing>]

PSC RECEIPT of Modification notification sent to Unions and DHR

The PUBLIC LIBRARY -- LIB has submitted a modification request for a Personal Services Contract (PSC) for \$0 for services for the period June 1, 2018 – May 31, 2021. 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/8999>

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)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC LIBRARY -- LIB Dept. Code: LIB

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

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

Type of Service: Accredited Online, Career-Based High School Completion

Funding Source: Library Preservation Fund PSC Duration: 3 years 21 weeks

PSC Amount: \$647,750 PSC Est. Start Date: 01/02/2015 PSC Est. End Date: 05/31/2018

1. Description of Work

A. Scope of Work:

Library seeks a sole-source agreement with Cengage Learning Inc. Cengage Learning, in partnership with Smart Horizons Career Online Education, offers an 18-credit, career-based online high school diploma program designed to prepare students for entry into the workplace. Students earn an accredited high school diploma plus a career certificate. It is the only program of its kind. The Library's new Learning & Literacy Center will administer the program, working with our Project Read staff and community partners to identify prospective students. The scope of services includes online assessment to identify students who can be successful in the program; customized and in-depth program implementation training for library staff facilitators who will work directly with the students; student coaching (online and by phone); student recruiting and marketing support, curriculum including 18 credits (14 academic and 4 career); coursework in language arts, social studies, mathematics, and science, plus career electives offering eight career tracks. The Contractor shall be required to enroll and educate 125 students during the first year, 150 students during the second year and 175 students during the third year.

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

The service expands the Library's role by providing opportunities for people who have not succeeded in traditional educational settings. It is in alignment with City workforce development goals and has been identified as a priority by the Mayor. It fills a gap between what SF Unified School District and City College offer by providing opportunities for motivated adults (18 or over) to obtain diplomas & career certificates. Students who achieve diplomas through Career Online High School can pursue work in the career tracks for which they have studied and potentially go on to City College or other higher education settings. *Please See Attachment titled "1B.Why this Service is Necessary."

C. Has this service been provided in the past. If so, how? If the service was provided via a PSC, provide the most recently approved PSC # and upload a copy of the PSC. This service has not been provided in the past.

D. Will the contract(s) be renewed? Yes,*Please see attachment titled "1D.Will the Contract be Renewed?"

2. Union Notification: On 08/05/2014, the Department notified the following employee organizations of this PSC/RFP request: all unions were notified

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 45648 - 14/15

DHR Analysis/Recommendation:

11/03/2014

Commission Approval Required

DHR Approved for 11/03/2014

Approved by Civil Service Commission -266-

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise:
 - 1. Ability and authority to evaluate prospective student transcripts and enter results in database managed by accredited online high school; 2. Teaching and counseling training and experience sufficient to provide support and academic coaching for high school level coursework; and 3. Ability to train Library staff to act as facilitators to students in the program.

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

- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:
Yes. Contractor will provide an online platform containing both administrative modules and coursework for students.

4. Why Classified Civil Service Cannot Perform

- A. Explain why civil service classes are not applicable:
The work of evaluating transcripts must be done within the authority of the accredited school offering the diplomas, so City staff cannot do that part. The contractor must also provide teachers to counsel and coach students if they need assistance with the online coursework, and trainers to train library staff in how to market the program and screen candidates, use administrative software and etc.

- B. Would it be practical to adopt a new civil service class to perform this work? Explain.
No. The work must be performed by the staff of an accredited online high school for adult learners, with its own dedicated web-based class curriculum, which it is not financially feasible for CCSF to create.

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

	<u>YES</u>	<u>NO</u>
A. Will the contractor directly supervise City and County employee?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B. Will the contractor train City and County employee? *Please see attachment titled "6b Will contractor train City & County."	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C. Are there legal mandates requiring the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D. Are there federal or state grant requirements regarding the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
E. Has a board or commission determined that contracting is the most effective way to provide this service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
F. Will the proposed work be completed by a contractor that has a current PSC contract with your department?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD ON 10/06/2014 BY:

Name: Anna Wong Phone: 557-4214 Email: anna.wong@sfpl.org
 Address: 100 Larkin Street San Francisco, CA 94102

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: MAYOR

Dept. Code: MYR

Type of Request: Initial Modification of an existing PSC (PSC # 47589 - 13/14)

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

Type of Service: Software Licenses, Maintenance and Development

Funding Source: CDBG

PSC Original Approved Amount: \$625,000

PSC Original Approved Duration: 10/15/14 - 10/15/17 (3 years 1 day)

PSC Mod#1 Amount: \$625,000

PSC Mod#1 Duration: 10/01/17-10/01/20 (2 years 50 weeks)

PSC Cumulative Amount Proposed: \$1,250,000

PSC Cumulative Duration Proposed: 5 years 50 weeks

1. Description of Work

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

The Contractor shall provide & maintain an end-to-end web-based grants management system as a Commercial Off-The-Shelf solution or customized SaaS/PaaS/Cloud hosted subscription-based platform to provide the functionalities described below for at least 1,000 Users with varying levels of access, as well as a wide variety of experience in the use of online tools. The System must provide Mayor's Office of Housing & Community Development (MOHCD) staff & potential and awarded Grantees with the ability to initiate, manage and monitor the entire granting process, including Grantee Project proposal set-up, submission, review and negotiations, grant award, reporting and reimbursement, & Agency & User setup and administration. Services provided shall include System planning & management, including but not limited to, requirements & design, integration, testing, acceptance, deployment, data migration (if applicable), training, & maintenance. Developer & Subscription System User support Monday through Friday, 8am - 6pm Pacific Time (as a minimum window of availability) is required. (See Additional Attachment)

Scope Change

The Contractor shall customize, provide licensing and support, and maintain an end-to-end web-based grants management system identified by the City as Grants Management System (GMS) to provide the functionalities described below for at least 1,000 Users with varying levels of access, as well as a wide variety of experience in the use of online tools.

The System must provide MOHCD staff and potential and awarded Grantees with the ability to initiate, manage and monitor the entire granting process, including Grantee Project proposal set-up, submission, review and negotiations, grant award, reporting and reimbursement, and Agency and User setup and administration. Services provided shall include System planning and management, including but not limited to, requirements and design, integration, testing, acceptance, deployment,

data migration (if applicable), training, and maintenance. Developer and Subscription System User support Monday through Friday, 8am - 6pm Pacific Time (as a minimum window of availability) is required. Live phone support is highly preferred.

The System must include all products and services required for successful implementation, as well as System maintenance and updates over the full term of the Agreement. Services may include, but not be limited to, business process and technical assessment and recommendations, project planning, System implementation, data migration (if applicable) and troubleshooting, acceptance testing, training, and support.

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

Mayor's Office of Housing & Community Development (MOHCD) manages over \$47,000,000 of federal funds granted by the U.S. Department of Housing & Urban Development ("HUD") through the Community Development Block Grant ("CDBG") program, as well as the Emergency Shelter Grant ("ESG"), Housing Opportunities for Persons with AIDS ("HOPWA") & other local, state, & federal funding sources. Mayor's Office of Housing & Community Development (MOHCD's) granting process consists of administering & tracking complex awarding, compliance, & reporting requirements in collaboration with, or on behalf of approximately 1,000 users at over 300 grantee agencies managing over 1,100 projects. (See Additional Attachment)

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?

Subject to evaluation of contract(See Additional Attachment)

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 service was not provided in the past - Approved Personal Service Contract 47589-13/14.

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

A. Display all that apply

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

Explain the qualifying circumstances:

The services being provided are limited in scope and duration as far as system development is concerned. Further, the skills, expertise, and knowledge can come only from the vendor, Cityspan Technologies as the system is proprietary to them.

B. Reason for the request for modification:

MOHCD manages over \$47,000,000 of federal funds granted by the U.S. Department of Housing and Urban Development ("HUD") through the Community Development Block Grant ("CDBG") program, as well as the Emergency Shelter Grant ("ESG"), Housing Opportunities for Persons with AIDS ("HOPWA") and other local, state, and federal funding sources. MOHCD's granting process

consists of administering and tracking complex awarding, compliance, and reporting requirements in collaboration with, or on behalf of approximately 1,000 users at over 300 grantee agencies managing over 1,100 projects. Procurement of a new system will ensure MOHCD's effective and efficient management of public funds and requirements associated with these complex processes to assure accountability and accuracy, as well as efficient, timely, and accurate reporting as required to HUD and other local, state, and federal funding sources. We are nearing the end of a 5-year contract for the current system being used and the fast pace of technology change means that there is now a dramatically different landscape of possible grants management solutions than were available previously. Releasing a new RFP is a fiscally and programmatically responsible approach and will enable us to review all possible options in regard to costs, service levels, and available tools. Without these services, MOHCD would lose the ability to effectively manage the over \$47,000,000 of federal funds granted by HUD through the CDBG program, as well as the ESG, HOPWA, and other local, state, and federal funding sources.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: The Contractor must have experience developing & maintaining end-to-end (from development through successful launch & acceptance by government or nonprofit agency client) customized, hosted web-based systems utilizing the same software or platform they propose in their response to the associated Request For Proposal (RFP) for at least two (2) government or nonprofit agencies with over 50 users in the United States other than Mayor's Office of Housing & Community Development (MOHCD).(See Additional Attachment)
- B. Which, if any, civil service class(es) normally perform(s) this work? 1032, IS Trainer-Journey; 1033, IS Trainer-Senior; 1053, IS Business Analyst-Senior; 1054, IS Business Analyst-Principal; 1063, IS Programmer Analyst-Senior; 1064, IS Prg Analyst-Principal; 1070, IS Project Director; 1071, IS Manager;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No

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

Not Applicable

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

- A. Explain why civil service classes are not applicable.
The system will be subscription based, and any development/customization would be specific to the proposed system, which would likely be proprietary to the Contractor or partner. Further, as a minimum qualification, any lead developer working on the project must have current, active certification in the software or platform used as a minimum qualification.
- 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 and or feasible to adopt a civil service class to perform for this work because only employees of the company performing the service, City Span Technologies, can develop the system as it is proprietary to them. We received a Sole Source Waiver approval for this form Office of Contract Administration (OCA) on 9/12.

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 provide Administrator and end-user training as needed for up to 40 hours for up to 20 users who are a mix of administrators, analysts, and supervisors.
- 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.
Existing PSC extension Contract # 47589 13/14

7. Union Notification: On 09/22/17, the Department notified the following employee organizations of this PSC/RFP request:
Architect & Engineers, Local 21;

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

Name: Karen Henderson Phone: 701-5557 Email: karen.henderson@sfgov.org

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 47589 - 13/14

DHR Analysis/Recommendation:
Commission Approval Required
DHR Approved for 12/04/2017

Civil Service Commission Action:

Receipt of Union Notification(s)

Choi, Suzanne (HRD)

From: dhr-psccordinator@sfgov.org on behalf of karen.henderson@sfgov.org
Sent: Friday, September 22, 2017 4:53 PM
To: Henderson, Karen (MYR); kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Modification Request to PSC # 47589 - 13/14 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The MAYOR -- MYR has submitted a modification request for a Personal Services Contract (PSC) for \$625,000 for services for the period October 1, 2017 – October 1, 2020. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

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

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/10140>

Email sent to the following addresses: L21PSCReview@ifpte21.org pkim@ifpte21.org eerbach@ifpte21.org
kpage@ifpte21.org

Henderson, Karen (MYR)

From: Henderson, Karen (MYR)
Sent: Tuesday, October 17, 2017 10:41 AM
To: camaguey@sfmea.com (contact)
Cc: 'staff@sfmea.com'
Subject: FW: 7 Day Notice Review Period Over - Ready for DHR Approval Modification 47589 - 13/14 - MODIFICATIONS

PSC - Notification - 47589-13/14

Karen Henderson Malone, Administrative Manager Mayor's Office of Housing & Community Development
1 South Van Ness Avenue, 5th Floor San Francisco, CA 94103
Ph: (415)701-5557 - Fax: (415) 701-5502 karen.henderson@sfgov.org

This electronic mail message contains CONFIDENTIAL information which is intended only for the use of the Addressee(s) named herein. If you are not an Addressee, or the person responsible for delivering this to an Addressee, you are hereby notified that reading, copying, or distributing this message is prohibited. If you have received this electronic mail message in error, please reply to the sender and take the steps necessary to delete the message completely from your computer system.

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

From: dhr-psccordinator@sfgov.org [mailto:dhr-psccordinator@sfgov.org] On Behalf Of karen.henderson@sfgov.org
Sent: Saturday, September 30, 2017 10:02 PM
To: Henderson, Karen (MYR) <karen.henderson@sfgov.org>; kpage@ifpte2l.org; eerbach@ifpte2l.org; pkim@ifpte2l.org; L2IPSCReview@ifpte2l.org; Henderson, Karen (MYR) <karen.henderson@sfgov.org>; DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>
Subject: 7 Day Notice Review Period Over - Ready for DHR Approval Modification 47589 - 13/14 - MODIFICATIONS

PSC No: 47589 - 13/14 - MODIFICATIONS

Requesting Department: MAYOR -- MYR

Type of Request: - Modification

Type of Service: Software Licenses, Maintenance and Development

PSC Amount: \$625,000

PSC Duration: 10/01/2017 – 10/01/2020

The 7 day review period for expedited PSC modifications has now ended. Any further questions about the services should be directed to the Department directly.

NOTE: Requests for any contract amount over a \$100,000 requires a 60 Day Notification period for SEIU if SEIU represented classes were identified in the initial PSC request.

<http://apps.sfgov.org/dhrdrupal/node/10140>

Additional Attachment(s)

Personal Service Contract Summary
Software, Licenses, Maintenance and Development

Funding Source: Community Development Block Grant, Emergency Solutions Grant, and Housing Opportunities for
Persons with AIDS grant fund

PSC Amount: \$625,000 PSC Duration: 10/15/2014 to 10/15/2017

5B. Will the contractor train City and County employees?

Describe training and indicate approximate number of hours.

Contractor will provide technical training in the use of the system, including how to gain access, navigate the system, enroll participants, modify information, generate letters and reports, administer the system, and how to close out participants. Further, training will include customer service procedures and any other issues affecting the monitoring of and partnership with participants. Number of hours of training will depend on the complexity of the system selected. We anticipate around 1 week (40 hours) of training.

Indicate occupational type of City and County employees to receive training (e.g., clerks, civil engineers, etc.) and approximate number to be trained.

Approximate 50 Community Development Specialists
Approximate 10 Managers

Personal Service Contract Summary

Software Licenses, Maintenance and Development

FUNDING SOURCE: Community Development Block Grant, Emergency Solutions Grant, and Housing Opportunities for Persons with AIDS grant funds

PSC AMOUNT: \$625,000

PSC DURATION: 10/15/2014 to 10/15/2017

Description of Work

1A. The Contractor shall provide and maintain an end-to-end web-based grants management system as a Commercial Off-The-Shelf solution or customized SaaS/PaaS/Cloud hosted subscription-based platform to provide the functionalities described below for at least 1,000 Users with varying levels of access, as well as a wide variety of experience in the use of online tools.

The System must provide Mayor's Office of Housing and Community Development (MOHCD) staff and potential and awarded Grantees with the ability to initiate, manage and monitor the entire granting process, including Grantee Project proposal set-up, submission, review and negotiations, grant award, reporting and reimbursement, and Agency and User setup and administration. Services provided shall include System planning and management, including but not limited to, requirements and design, integration, testing, acceptance, deployment, data migration (if applicable), training, and maintenance. Developer and Subscription System User support Monday through Friday, 8am - 6pm Pacific Time (as a minimum window of availability) is required. Live phone support is highly preferred.

The System must include all products and services required for successful implementation, as well as System maintenance and updates over the full term of the Agreement. Services may include, but not be limited to, business process and technical assessment and recommendations, project planning, System implementation, data migration (if applicable) and troubleshooting, acceptance testing, training, and support.

1B. Mayor's Office of Housing and Community Development (MOHCD) manages over \$47,000,000 of federal funds granted by the U.S. Department of Housing and Urban Development ("HUD") through the Community Development Block Grant ("CDBG") program, as well as the Emergency Shelter Grant ("ESG"), Housing Opportunities for Persons with AIDS ("HOPWA") and other local, state, and federal funding sources. Mayor's Office of Housing and Community Development (MOHCD's) granting process consists of administering and tracking complex awarding, compliance, and reporting requirements in collaboration with, or on behalf of approximately 1,000 users at over 300 grantee agencies managing over 1,100 projects. Procurement of a new system will ensure Mayor's Office of Housing and Community Development (MOHCD's) effective and efficient management of public funds and requirements associated with these complex processes to assure accountability and accuracy, as well as efficient, timely, and accurate reporting as required to Housing Urban Development (HUD) and other local, state, and federal funding sources.

We are nearing the end of a 5-year contract for the current system being used and the fast pace of technology change means that there is now a dramatically different landscape of possible grants management solutions than were available previously. Releasing a new Request for Proposal (RFP) is a fiscally and programmatically responsible approach and will enable us to review all possible options in regard to costs, service levels, and available tools. Without these services, Mayor's Office of Housing and Community Development (MOHCD) would lose the ability to effectively manage the over

\$47,000,000 of federal funds granted by Housing Urban Development (HUD) through the Community Development Block Grant (CDBG) program, as well as the Emergency Shelter Grant (ESG), The Housing Opportunity for Persons living with AIDS (HOPWA), and other local, state, and federal funding sources

Description of Work:

1D. Subject to evaluation of contract performance and Department needs.

Description of Work:

3A. The Contractor must have experience developing and maintaining end-to-end (from development through successful launch and acceptance by government or nonprofit agency client) customized, hosted web-based systems utilizing the same software or platform they propose in their response to the associated Request For Proposal (RFP) for at least two (2) government or nonprofit agencies with over 50 users in the United States other than Mayor's Office of Housing and Community Development (MOHCD). Such experience must be within 5 years of May, 2014. To ensure an effective, efficient and successful implementation, any lead developer working on the project must have current, active certification in the software or platform used as a minimum qualification.

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: MAYOR -- MYR Dept. Code: MYR

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

Type of Approval: Expedited Regular (Omit Posting)

Type of Service: Software Licenses, Maintenance and Development

Funding Source: CDBG PSC Duration: 3 years 1 day
PSC Amount: \$625,000 PSC Est. Start Date: 10/15/2014 PSC Est. End Date: 10/15/2017

1. Description of Work

A. Scope of Work:

The Contractor shall provide & maintain an end-to-end web-based grants management system as a Commercial Off-The-Shelf solution or customized SaaS/PaaS/Cloud hosted subscription-based platform to provide the functionalities described below for at least 1,000 Users with varying levels of access, as well as a wide variety of experience in the use of online tools. The System must provide Mayor's Office of Housing & Community Development (MOHCD) staff & potential and awarded Grantees with the ability to initiate, manage and monitor the entire granting process, including Grantee Project proposal set-up, submission, review and negotiations, grant award, reporting and reimbursement, & Agency & User setup and administration. Services provided shall include System planning & management, including but not limited to, requirements & design, integration, testing, acceptance, deployment, data migration (if applicable), training, & maintenance. Developer & Subscription System User support Monday through Friday, 8am - 6pm Pacific Time (as a minimum window of availability) is required. (See Additional Attachment)

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

Mayor's Office of Housing & Community Development (MOHCD) manages over \$47,000,000 of federal funds granted by the U.S. Department of Housing & Urban Development ("HUD") through the Community Development Block Grant ("CDBG") program, as well as the Emergency Shelter Grant ("ESG"), Housing Opportunities for Persons with AIDS ("HOPWA") & other local, state, & federal funding sources. Mayor's Office of Housing & Community Development (MOHCD's) granting process consists of administering & tracking complex awarding, compliance, & reporting requirements in collaboration with, or on behalf of approximately 1,000 users at over 300 grantee agencies managing over 1,100 projects. (See Additional Attachment)

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

The current system has been provided to Mayor's Office of Housing & Community Development (MOHCD) for 4 years (PSC Contract Approval #4147-09/10). Mayor's Office of Housing and Community Development(MOHCD) is seeking to address evolving needs & requirements through a new system.

D. Will the contract(s) be renewed? Subject to evaluation of contract(See Additional Attachment)

2. Union Notification: On 05/13/2014, the Department notified the following employee organizations of this PSC/RFP request: Architect & Engineers, Local 21

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 47589 - 13/14

DHR Analysis/Recommendation:

07/21/2014

Commission Approval Required

DHR Approved for 07/21/2014

-280- Approved by Civil Service Commission

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

The Contractor must have experience developing & maintaining end-to-end (from development through successful launch & acceptance by government or nonprofit agency client) customized, hosted web-based systems utilizing the same software or platform they propose in their response to the associated Request For Proposal (RFP) for at least two (2) government or nonprofit agencies with over 50 users in the United States other than Mayor's Office of Housing & Community Development (MOHCD).(See Additional Attachment)

B. Which, if any, civil service class(es) normally perform(s) this work?
1053,1054,1070,1071,1032,1033,1063,1064,

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

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

The system will be subscription based, and any development/customization would be specific to the proposed system, which would likely be proprietary to the Contractor or partner. Further, as a minimum qualification, any lead developer working on the project must have current, active certification in the software or platform used as a minimum qualification.

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

No, it would not be practical and or feasible to adopt a civil service class to perform for this work because only employees of the company performing the service, City Span Technologies, can develop the system as it is proprietary to them. We received a Sole Source Waiver approval for this form Office of Contract Administration

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

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

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD
ON 06/13/2014 BY:

Name: Karen Henderson Phone: 701-5557 Email: karen.henderson@sfgov.org

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