



Mark Farrell
Mayor

Micki Callahan
Human Resources Director

Date: February 16, 2018

To: The Honorable Civil Service Commission

Through: Micki Callahan
Human Resources Director

From: Cynthia Avakian, AIR
Joan Lubamersky, ADM
Melissa Ng, CON
John Tsutakawa, DSS
Mark Corso, FIR
Rod Goree, MTA
Karen Henderson, MYR
Shamica Jackson/Bill Irwin, PUC
Jacquie Hale, DPH
David Bui, DPW
Elena Baranoff, JUV
Lavena Holmes, PRT

Subject: **Personal Services Contracts Approval Request**

This report contains twenty-three (23) 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
\$161,973,341	\$755,687,741	\$2,477,697,671

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

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POSTING FOR**March 05, 2018****PROPOSED PERSONAL SERVICES CONTRACTS – REGULAR****Commission Hearing Date**

2018-03-05

APPLY

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
43337 - 17/18	AIRPORT COMMISSION	\$1,500,000.00	<p>Contractor will provide engineering support services for professional inspections, evaluations and monitoring of the existing Shoreline Protection System at San Francisco International Airport (Airport). The Shoreline Protection System is a collection of structures that make up a protection system which protects the Airport from rising sea levels, flooding and other effects of climate change. It prevents the damage of Airport assets and stops in operations due to environmental changes.</p> <p>The Contractor will provide services including but not limited to specialized marine, coastal, geotechnical, seismic and structural engineering design services, cost estimating, and engineering support during construction for maintenance and repair projects that may be necessary. In addition, the Contractor will train Civil Engineering staff on the visual inspection of the shoreline protection system. From the inspection reports generated by Airport staff, the Airport may request further evaluation by the Contractor for improvements, repairs or replacement of the Shoreline Protection System.</p>	February 19, 2018	January 31, 2023	REGULAR
49898 - 17/18	AIRPORT COMMISSION	\$2,500,000.00	<p>The proposed work is to provide as needed repair and re-upholstery services for passenger furnishings located throughout the terminals and facilities at San Francisco International Airport. Work performed will include:</p> <ul style="list-style-type: none"> • providing fabrics and filler materials • re-upholstering worn or torn furnishings in Airport • re-upholstering worn or torn booth benches in Airport Food Courts • minor repairs to improve safety and functionality • repairing or replacing faulty springs, filler materials, insulation, scrim, fastening devices and systems, or other components of upholstered furnishings • assisting Airport in assessing conditions and scope of "as needed repairs" to Airport furnishings • furnishing and installing pre-fabricated covers and hand sewn or similar components for furnishings as needed in accordance to manufacturer's specifications 	February 1, 2018	June 30, 2023	REGULAR
43268 - 17/18	GENERAL SERVICES AGENCY - CITY ADMIN	\$500,000.00	<p>The Real Estate Division is in need of qualified brokerage firms to assist in reviewing complex property matters involving the purchase, sale or leasing of public or private real estate. It is the intention of the Division to create a list of pre-qualified firms who will be engaged on an as-needed basis. Pool members will be required to enter into a personal services contract at the time of engagement.</p>	April 5, 2018	April 1, 2023	REGULAR
47787 - 17/18	GENERAL SERVICES AGENCY - CITY ADMIN	\$3,500,000.00	<p>Under California Labor Code Section 1776 and S.F. Admin. Code Section 6.22(E) all construction contractors working under contracts issued by the City of San Francisco awarding bodies and performing work covered by prevailing wage requirements are required to provide certified payroll records (CPRs) to the City. The Office of Labor Standards Enforcement (OLSE) is seeking a vendor to provide the next generation certified payroll and labor compliance system through a software license</p>	July 1, 2018	June 30, 2025	REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			(subscription to their services). This new system will be hosted on their secure server, allow reporting on workforce programs, and provide a platform for labor compliance management for labor laws enforced. For prevailing wage projects, the system will verify pay rates and flag potential violations. Vendor will provide training to all City contractors, subcontractors and approximately 60 city employees on use of the system.			
48282 - 17/18	CONTROLLER	\$5,000,000.00	Perform specialized audit, analytical and technical assistance consulting and training services to maximize the effectiveness of the Controller's Office City Services Auditor function to assess and improve the financial condition and performance of City departments.	March 5, 2018	March 4, 2023	REGULAR
45801 - 17/18	HUMAN SERVICES	\$620,400.00	Contractor will administer and monitor alcohol and drug testing and usage through randomized substance abuse testing services to parents of families involved with child welfare services. Contractor will provide direct observation drug testing for clients on a range of substances, provide test results to assigned DHS staff, maintain records of all appointments (including missed appointments), and provide data collection results to protective service workers. Contractor will develop process for referrals for testing, actual testing, to work directly with clients on test scheduling and instructions, provide a web-based tracking and notification system, and report on confidential final results.	July 1, 2017	June 30, 2020	REGULAR
49877 - 17/18	HUMAN SERVICES	\$343,874.00	Contractor will provide screening for potential SSA/SSI eligibility, thorough information gathering for completing SSA/SSI applications, data tracking and maintenance, follow through with appeals in the legal process, coordination with SSA, data reporting, benefits maintenance/retention assistance, training, evaluate cases for financial implications, and the similar support in the management of SSA/SSI on behalf of children, youth, and non-minor dependents or wards in foster care placements.	July 1, 2017	June 30, 2019	REGULAR
46858 - 17/18	FIRE DEPARTMENT	\$750,000.00	Repair, maintenance, and specialized cleaning of the Personal Protection Equipment (PPE) worn by Fire Department personnel. Repairs and alterations must be done in conformance with National Fire Protection Agency (NFPA) standards to ensure Department compliance. This contract also contains provisions for limited training and repair of Fire Station Wash Extractors on an as-needed basis.	December 1, 2017	November 30, 2020	REGULAR
40284 - 17/18	MUNICIPAL TRANSPORTATION AGENCY	\$6,000,000.00	The consultant will help the SFMTA deploy wireless communications for approximately 450 intersections across the City, to support the SFMTA's traffic signals, Intelligent Transportation Systems (ITS) network, and Transit Signal Priority (TSP) project. The consultant's services will include collaborating with the SFMTA's IT Division on network architecture design; supporting and assisting the SFMTA's Traffic Signal Division with installation, configuration, and optimization of intersection equipment; and providing technical and warranty support as needed for the duration of this 5 year service contract.	April 1, 2018	March 31, 2023	REGULAR
47895 - 17/18	MUNICIPAL TRANSPORTATION AGENCY	\$160,000.00	The Agency is seeking a contractor who will provide professional engineering services for the Advanced Train Control System (ATCS) systems performance specification adjustments, system certification for the upcoming Twin Peaks Rail Replacement Project. The ATCS is an integrated system comprising proprietary on-board, wayside and, central control signaling and communications equipment (including on-board computers, axle counters, signaling cable, relays, and servers) and software.	April 1, 2018	March 31, 2019	REGULAR
46889 - 17/18		\$50,000,000.00	The proposed scope of work is to develop, for the SFMTA, a new real-time vehicle arrival and service update system for the Muni public	September 1, 2018	June 30, 2024	REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
	MUNICIPAL TRANSPORTATION AGENCY		transportation network. Known formally as the Next Generation Customer Information System, this system will be designed to empower Muni customers to confidently take transit to their destinations quickly and reliably. Major elements of the system will include: (a) a more sophisticated vehicle prediction algorithm, (b) solar-powered signage to expand access to information at unpowered shelters/stops, (c) methods of suggesting alternative routes and informing customers of vehicle crowding prior to boarding, (d) stronger network connectivity by showing transfer connection times, (e) communication of service delays in real-time, (f) access to stop accessibility information, and (g) data from mobile technologies to better understand customer preferences and improve service/operational planning. The system will integrate with and make greater use of SFMTA's investment in its Computer-Aided Dispatch/Automatic Vehicle Location (CAD/AVL) system. Vendor responsible for manufacture and installation of new/replacement signage and ancillary equipment, furnishing back-end software systems, and providing as-needed preventative maintenance and support services to ensure that specialized equipment functions properly, to be in line with the SFMTA's current service provider.			
49282 - 17/18	MUNICIPAL TRANSPORTATION AGENCY	\$60,000,000.00	The contractor will provide a Vendor Managed Inventory (VMI) Services program to manage, support staff, and supply parts of its rail fleet maintenance program. Four materials storerooms are operated in support of the Rail Fleet: Green, Muni Metro East (MME), Cable Car, and Overhead Lines. The San Francisco Municipal Transportation Agency (SFMTA) has developed the following objectives for management of parts for the Rail Fleet comprised of 149 Breda LRVs, 39 historic streetcars, and 31 cable cars: supply vehicle parts on a cost-effective and efficient basis; provide inventory planning and automated replenishment of spare parts with strict performance guidelines requiring defined response times and fill rates; ensure parts provided allow the SFMTA to meet its objectives in terms of reliability (I.e., Mean Distance Between Failures [MDBF], service interruptions); and ensure SFMTA safety standards are met in any program activity.	September 1, 2018	November 30, 2021	REGULAR
31544 - 17/18	MAYOR	\$150,000.00	Content specific program design, facilitation, consulting, research and evaluation services that include methodologies, best practices on a local, state and national level, accompanied by qualitative and quantitative data collection and analysis. Program design will focus on staff development focused particularly on racial equity and other equity elements that relate to internal and external departmental needs.	February 1, 2018	December 31, 2022	REGULAR
45218 - 17/18	PUBLIC UTILITIES COMMISSION	\$8,500,000.00	Hetch Hetchy Water & Power's (HHWP) Renewal and Replacement Program (R&R) was developed to manage aging infrastructure, i.e., asset life extension of existing capital assets. This ongoing program includes understanding failure mechanisms, detection through comprehensive inspection and assessment, protection/correction. As part of this program, the SFPUC requires technical support for performing pipeline inspection services for steel pipe using HHWP's magnetic flux leakage tool, minor repair/replacement design projects, and developing various components of its R&R program for the San Joaquin Pipelines.	November 5, 2018	November 6, 2023	REGULAR
49868 - 17/18	PUBLIC UTILITIES COMMISSION	\$7,000,000.00	The primary scope of work is to design conveyance infrastructure to alleviate flooding for a susceptible portion of the City. Work will consist of engineering design and construction support for San Francisco Public Utilities Commission (SFPUC's) Folsom Area Stormwater Improvement Project. This includes up to 4,000 linear feet of approximately 12' inside diameter tunnel from Alameda and Treat Streets to approximately 7th and Berry Streets, launching and receiving shafts, and all related site investigation work (e.g., geotechnical and hazardous material).	August 1, 2018	August 1, 2020	REGULAR

TOTAL AMOUNT \$146,524,274

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Published on *Personal Services Request Database* (<http://apps.sfgov.org/dhrdrupal>)[Home >](#)**Posting For March 05, 2018****Proposed Modifications to Personal Services Contracts****Commission Hearing Date**

2018-03-05

APPLY

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
49607 - 15/16 - MODIFICATIONS	March 5, 2018	PUBLIC HEALTH -- DPH	\$10,000,000	\$17,000,000	Contractor(s) will be professional consultants who may provide services requiring broad and deep expertise in specialized areas, providing assistance to the Department as needed in areas such as assessment, evaluation, planning, grant writing, media development, and/or technical assistance services to support the planning, evaluation, promotion, and grant development needs of Department Primary Care and Prevention programs, including assistance in compliance with federal, State and local requirements. Contractor(s) will evaluate findings, assess and evaluate findings, provide technical reports, develop media promotion projects, develop grants, and provide expert technical assistance as required. Training services may include providing specialized courses or modules related to racial and cultural humility.	07/01/2020	06/30/2025	REGULAR
49599 - 14/15 - MODIFICATIONS	March 5, 2018	GENERAL SERVICES AGENCY - CITY ADMIN -- ADM	\$0	\$400,000	Phase 1: Provide peer review for architectural and engineering designs related to the construction of a new Fleet Maintenance Facility Phase 2: Provide oversight for construction management tasks during the construction of the Facility.	08/01/2018	11/30/2019	REGULAR
48499 - 14/15 - MODIFICATIONS	March 5, 2018	GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW	\$1,600,000	\$3,200,000	As-needed learning and training services to support staff of design, engineering and construction management divisions regarding industry best practices, such as: sustainable design, design-build project delivery, negotiation strategy, technical training, mediation and partnering. The Department of Public Works intends to award up to four contract of up to \$400,000 value each, total contracts not to exceed \$1,600,000.	01/01/2019	12/31/2023	REGULAR
4126-10/11 - MODIFICATIONS	March 5, 2018	PUBLIC UTILITIES COMMISSION -- PUC	\$0	\$3,500,000	A full range of Right of Way work is required. This includes Planning and Budgets, Pre-California Environmental Quality Act (CEQA) activities such as obtaining Permits to Enter, Right of Way Estimates, Appraisals, POST-CEQA Acquisitions, Relocation Services, clerical support services, project tracking, and as-needed work. Property Management and Lease Negotiation services shall be limited to non Sewer System Improvement Program (SSIP) projects.	09/01/2018	01/31/2021	REGULAR
	March 5, 2018		\$744,067	\$1,494,067		07/07/2018	03/26/2021	REGULAR

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
45090 - 13/14 - MODIFICATIONS		PUBLIC UTILITIES COMMISSION -- PUC			<p>The Digital Arts Wall is used to showcase and educate the public on the SFPUCs Water, Power and Sewer systems as well as provide real-time information about building performance relating to energy and water efficiency. This helps fulfill a Leadership Energy Environmental Design (LEED) requirement to incorporate educational components related to sustainability into a LEED certified building. Contractor will provide support and ongoing maintenance of the \$1.2M Digital Arts Wall located at 525 Golden Gate Ave. The Digital Arts Wall consists of (160) Christie Microtiles which provide a seamless digital video canvas with a resolution of 24,000 x 1,800.</p> <p>Scope Change:</p> <p>There are not changes to Obscura's previously approved services with regard to its ANNUAL SUPPORT for the Digital Wall software and hardware. They are merely being extended for an additional three years. However, as mentioned above, the Digital Art Wall is now entering its 6th year of use at the SFPUC and, as such, is due for a comprehensive system hardware and software upgrade. As part of this upgrade, SFPUC requires replacement hardware and software that Obscura must purchase and/or build, configure and install for the SFPUC. This will require Obscura to perform the following tasks not previously required under this contract: Hardware Procurement • Microtiles (Christie Digital) • Obscura Servers, Speakers and Interactive Camera Hardware Hardware Configuration and Testing • Build Development Rig at Obscura Software Mode Redevelopment • Snowfall to Outfall • Code Review (weekly) / Status Update (Replicated for each component) • Dashboard • Art Mode • Photo Stream • CMS and Experience Control Interface • Upgraded SW Camera Software • Quality Assurance: Each component reviewed as completed On-site • Remove and Replace Christie Micro-tiles • Remove and Replace Server Room Hardware • Software Testing & Bug remediation • Camera Calibration & fine tuning • Building Management Systems Integration for real time Dashboard inputs • Christie Digital Site Certification • Commissioning, SFPUC staff Training • Project Acceptance</p>			
4046-04/05 - MODIFICATIONS	March 5, 2018	PUBLIC HEALTH -- DPH	\$2,000,000	\$14,600,000	Contract services are for labor, materials, and equipment necessary to package and remove hazardous wastes (including medical waste) on an intermittent and as-needed basis from City work sites and transport these wastes to permitted disposal facilities. The contracts also include management and treatment of hazardous wastes at the disposal facilities and	01/01/2024	12/31/2026	REGULAR

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					lab analysis, materials testing and specialized environmental services to assess the project site and support the Departments efforts to ensure the residents of San Francisco.			
4112-11/12 - MODIFICATIONS	March 5, 2018	JUVENILE PROBATION -- JUV	\$405,000	\$1,350,000	<p>This one-time contract, with ongoing hosting services, will seek to develop and implement web-based case management software to assist Probation Officers in assessing and monitoring youthful offenders.</p> <p>Scope Change: The scope of work was created to allow the contractor to work with the department in two phases. The first phase is the planning phase and the second phase is the implementation phase. Phase 1 includes: Kick off, Develop Scope of Work, Project Plan, Requirements Matrix and Fit Gap Report, Conversion Plan and Interface Matrix, Reports, Testing Strategy and Finalize Statement of Work. Phase 2 includes: Implement Case Management System Implementation Scope of Work, Develop and Implement Final Acceptance Testing Schedule.</p>	01/23/2018	06/30/2019	REGULAR
					This work will be completed in four (4) phases to allow the greatest participation of city employees on this project. This project has complex variables such as historic structures in a marine environment with site contaminants. An integrated consultant team will prepare a site condition assessment that will facilitate work with city staff and the community stakeholders in developing a conceptual design plan with preliminary cost estimates and ultimately a detailed design for converting this seven (7) acre parcel within Pier 70 as a public park.			
4055 10/11 - MODIFICATIONS	March 5, 2018	PORT -- PRT	\$700,000	\$4,009,396	<p>Scope Change: Complete Schematic Design & Cost estimates for a first phase of Crane Cove Park, which includes, adaptive reuse of National Register Historic resources, new & improved shoreline beach area, site wide historic interpretation & park amenities including, lawns, plazas, furnishings & pathways. Complete detail design drawings & bid documents for project construction & complete Construction Administration during project construction. Project Overview: The City of San Francisco's 2008 Prop. A & 2012 Prop. B, Parks General Obligation Bond provides approximately \$39.5 million for Blue Greenway open space improvement projects along the SF waterfront. Crane Cove Park is 1 of 9 designated parks funded.</p>	01/01/2019	06/30/2020	REGULAR

TOTAL AMOUNT \$15,449,067

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

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION -- AIR

Dept. Code: AIR

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

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

Type of Service: Professional Engineering Evaluation Services for the Airport Shoreline Protection System

Funding Source: Operating Funds

PSC Amount: \$1,500,000

PSC Est. Start Date: 02/19/2018 PSC Est. End Date 01/31/2023

1. Description of Work

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

Contractor will provide engineering support services for professional inspections, evaluations and monitoring of the existing Shoreline Protection System at San Francisco International Airport (Airport). The Shoreline Protection System is a collection of structures that make up a protection system which protects the Airport from rising sea levels, flooding and other effects of climate change. It prevents the damage of Airport assets and stops in operations due to environmental changes.

The Contractor will provide services including but not limited to specialized marine, coastal, geotechnical, seismic and structural engineering design services, cost estimating, and engineering support during construction for maintenance and repair projects that may be necessary. In addition, the Contractor will train Civil Engineering staff on the visual inspection of the shoreline protection system. From the inspection reports generated by Airport staff, the Airport may request further evaluation by the Contractor for improvements, repairs or replacement of the Shoreline Protection System.

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

The Airport has an existing functional shoreline protection system in place. The system consists of different seawall types ranging from dikes, sheet pile walls and concrete walls of varying ages. The various dikes and wall systems have been installed or upgraded over the last thirty years. In order to maintain the integrity of the seawall, inspections and condition assessment along with performance reporting and recommendations for maintenance and repairs are essential. Denial of this service will cause failure of the shoreline protection system. If the shoreline protection system fails, flooding will occur, and will affect aircraft operations at the Airport. It will result in lost revenues and will potentially damage billions of dollars' worth of assets, which would take weeks or months to repair and reestablish regular operations.

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 for evaluating the Airport's Shoreline Protection System has not been provided in the past.

D. Will the contract(s) be renewed?

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

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

The requested duration covers the anticipated term of the resulting 5 year contract and additional time in preparation for any unforeseen delays for the start of the contract.

2. Reason(s) for the Request

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

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

B. Explain the qualifying circumstances:

The work for the project is required on an as-needed and intermittent basis.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Engineering firms with specialized experience in shoreline protection system projects including, but not limited to specific expertise in engineering design, structural and marine inspection and evaluation, structural modeling, geotechnical, and monitoring instrumentation systems.

B. Which, if any, civil service class(es) normally perform(s) this work? 5201, Junior Engineer; 5203, Asst Engr; 5207, Assoc Engineer; 5211, Eng/Arch/Landscape Arch Sr; 5218, Structural Engineer; 5241, Engineer; 5364, Engineering Associate 1;

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 Planning, Design and Construction division at the Airport sent out Notice of Intent to City departments on 4/18/17 to enquire if other City departments if they would be interested in providing these services. No responses were received.

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

A. Explain why civil service classes are not applicable.

The existing classifications do not have the required expertise and specialized skills related to the field of developing shoreline protection system inspections and instrumentation monitory programs, and performing annual inspections in the marine environment. The Contractor will develop a shoreline protection system inspection checklist to cover the system already in place at the Airport. City staff will be trained on how to perform routine inspections of the shoreline protection system per the checklist. The Contractor will perform the more detailed annual inspections. Contracted work will be supervised by City project managers with the appropriate expertise in managing Airport asset development and construction including unique special systems commissioned at the Airport.

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 work will be provided on an as-needed basis and intermittently. The needs of this project do not justify permanent staffing.

6. Additional Information

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
Yes. The contractor will provide Civil Engineering staff (classifications 5201, 5203, 5207, 5241 and 5364) with 8 hours of training on the visual inspection of the shoreline protection system, in order to complete the Shoreline Evaluation Checklist and Report template that will be developed by the Contractor. Additional training may be requested on an as-needed basis to refresh staff education on this topic.

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

7. **Union Notification:** On 12/22/2017, the Department notified the following employee organizations of this PSC/RFP request:
Prof & Tech Eng, Local 21

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

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 43337 - 17/18

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/05/2018

Receipt of Union Notification(s)

Choi, Suzanne (HRD)

From: dhr-psccordinator@sfgov.org on behalf of cynthia.avakian@flysfo.com
Sent: Friday, December 22, 2017 11:30 AM
To: Cynthia Avakian (AIR); kschumacher@ifpte21.org; pkim@ifpte21.org; amakayan@ifpte21.org; L21PSCReview@ifpte21.org; Yen Pang (AIR); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 43337 - 17/18

RECEIPT for Union Notification for PSC 43337 - 17/18 more than \$100k

The AIRPORT COMMISSION -- AIR has submitted a request for a Personal Services Contract (PSC) 43337 - 17/18 for \$1,500,000 for Initial Request services for the period 02/05/2018 – 01/31/2023. 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/10386> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION -- AIR

Dept. Code: AIR

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

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

Type of Service: As-Needed Furniture Repair and Re-upholstery Services

Funding Source: Airport Operating Funds

PSC Amount: \$2,500,000

PSC Est. Start Date: 02/01/2018

PSC Est. End Date 06/30/2023

1. Description of Work

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

The proposed work is to provide as needed repair and re-upholstery services for passenger furnishings located throughout the terminals and facilities at San Francisco International Airport. Work performed will include:

- providing fabrics and filler materials
- re-upholstering worn or torn furnishings in Airport
- re-upholstering worn or torn booth benches in Airport Food Courts
- minor repairs to improve safety and functionality
- repairing or replacing faulty springs, filler materials, insulation, scrims, fastening devices and systems, or other components of upholstered furnishings
- assisting Airport in assessing conditions and scope of "as needed repairs" to Airport furnishings
- furnishing and installing pre-fabricated covers and hand sewn or similar components for furnishings as needed in accordance to manufacturer's specifications

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

Seating in the terminals is subject to a lot of wear and tear from passengers. As pieces of furniture become damaged, they are unsightly and need to be taken out of service and repaired. There is insufficient stock (extra furniture ready for use) to replace them on the floor, and insufficient storage to store the damaged pieces. The work is necessary to maintain adequate safety and functionality of seating for passengers in the terminals.

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

Services were provided under warranty until the warranty expired. Since then, no services have been performed.

D. Will the contract(s) be renewed?

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

- E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.
Furniture Repair and Re-upholstery services are on-going services needed as furniture in high traffic areas needs to be maintained and cared for at the Airport for passenger use for a duration of five years.

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:

Re-upholstery services will be intermittent and as-needed and as such don't warrant full time skilled airport staff assignment.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Re-upholstery skills including but not limited to hand sewing of fabric and leather, repairing or replacing faulty springs, filler materials, insulation, scrimms, fastening devices and systems, or other components of upholstered furnishings.

- B. Which, if any, civil service class(es) normally perform(s) this work? 2719, Janitorial Svcs Asst Sprv; 2720, Janitorial Services Supervisor; 7514, General Laborer;

- 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?

Notice of Intent sent out on 9/11/2017 to Public Utilities Commission, Department of Public Works, Port of San Francisco, San Francisco Municipal Transportation Agency with no response by any of the listed departments.

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

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

The upholstery work is highly specialized and requires experience as well as being intermittent in nature.

- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, as the work is intermittent in nature; services are only utilized when furniture becomes damaged. The quantity of repair tasks is insufficient to warrant full time employees.

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 11/20/2017, the Department notified the following employee organizations of this
PSC/RFP request:
Laborers, Local 261; SEIU Local 1021

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

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 49898 - 17/18

DHR Analysis/Recommendation:
Commission Approval Required
DHR Approved for 03/05/2018

Civil Service Commission Action:

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of cynthia.avakian@flysfso.com
To: [Cynthia Avakian \(AIR\)](mailto:Cynthia.Avakian@seiu1021.org); sarah.wilson@seiu1021.org; peter.masiak@seiu1021.org; thomas.vitale@seiu1021.org; Ricardo.lopez@sfgov.org; [Basconcillo, Katherine \(PUC\)](mailto:Basconcillo.Katherine@seiu1021.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; [Poon, Sin Yee \(HSA\)](mailto:Poon.SinYee@seiu1021.org); david.canham@seiu1021.org; itanner940@aol.com; LIUNA.local261@gmail.com; [Ricardo Valle \(AIR\)](mailto:Ricardo.Valle@seiu1021.org); [DHR-PSCCoordinator, DHR \(HRD\)](mailto:DHR-PSCCoordinator@seiu1021.org)
Subject: Receipt of Notice for new PCS over \$100K PSC # 49898 - 17/18
Date: Monday, November 20, 2017 6:16:44 PM

RECEIPT for Union Notification for PSC 49898 - 17/18 more than \$100k

The AIRPORT COMMISSION -- AIR has submitted a request for a Personal Services Contract (PSC) 49898 - 17/18 for \$2,500,000 for Initial Request services for the period 02/01/2018 – 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/9958> 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: Real estate brokerage property analysis

Funding Source: General fund

PSC Duration: 4 years 51 weeks

PSC Amount: \$500,000

1. Description of Work

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

The Real Estate Division is in need of qualified brokerage firms to assist in reviewing complex property matters involving the purchase, sale or leasing of public or private real estate. It is the intention of the Division to create a list of pre-qualified firms who will be engaged on an as-needed basis. Pool members will be required to enter into a personal services contract at the time of engagement.

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

On an as-needed basis, special Real Estate projects (analysis, transactions and other matters) require the expertise of brokerage firms with access to market data and background unavailable to City staff, or beyond the skills and abilities of City staff. Examples of such projects in the past five years have been several sales of City property, space utilization analysis, and development strategy for Central Shops relocation. Denial will result in the inability of the Real Estate Division to perform assignments requested of them of our client departments.

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

This service has been provided under Personal Services Contracts by a panel of approved brokerage firms created five years ago.

D. Will the contract(s) be renewed?

Likely 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).

B. Explain the qualifying circumstances:

Specialized brokerage knowledge is required. Tasks are as needed.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Licensed to conduct business in the State of California; Experience in residential and commercial property development in the State of California with Brokerage License; Working offices in San Francisco; Experience with the State Lands Commission and Bay Conservation and Development Commission on Public Trust lands or waterfront issues; Experience analyzing complex economic and real estate market dynamics and delivering forecasts.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1823, Senior Administrative Analyst; 4143, Principal Real Property Ofc;
- 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 nature of this work involves in-depth market knowledge and trend analysis, and requires access to data sets generally not available to City staff.

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

- A. Explain why civil service classes are not applicable.
Civil service classifications do not have the depth of breath of knowledge required.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, the infrequent nature of the work, combined with the level of expertise and in-depth market knowledge required, make it impractical to employ full time staff to provide such services.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
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 12/11/2017, the Department notified the following employee organizations of this PSC/RFP request:
Architect & Engineers, Local 21

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

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 43268 - 17/18

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/05/2018

Receipt of Union Notification(s)

Lubamersky, Joan (ADM)

From: dhr-psccordinator@sfgov.org on behalf of joan.lubamersky@sfgov.org
Sent: Monday, December 11, 2017 3:50 PM
To: Lubamersky, Joan (ADM); kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Lubamersky, Joan (ADM); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 43268 - 17/18

RECEIPT for Union Notification for PSC 43268 - 17/18 more than \$100k

The GENERAL SERVICES AGENCY - CITY ADMIN -- ADM has submitted a request for a Personal Services Contract (PSC) 43268 - 17/18 for \$500,000 for Initial Request services for the period 04/05/2018 – 04/01/2023. 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/10429> 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: Certified Payroll and Labor Compliance System

Funding Source: Work order funds and general fund

PSC Duration: 7 years 1 day

PSC Amount: \$3,500,000

1. Description of Work

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

Under California Labor Code Section 1776 and S.F. Admin. Code Section 6.22(E) all construction contractors working under contracts issued by the City of San Francisco awarding bodies and performing work covered by prevailing wage requirements are required to provide certified payroll records (CPRs) to the City. The Office of Labor Standards Enforcement (OLSE) is seeking a vendor to provide the next generation certified payroll and labor compliance system through a software license (subscription to their services). This new system will be hosted on their secure server, allow reporting on workforce programs, and provide a platform for labor compliance management for labor laws enforced. For prevailing wage projects, the system will verify pay rates and flag potential violations. Vendor will provide training to all City contractors, subcontractors and approximately 60 city employees on use of the system.

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

Under Section 6.22(e)(6) of the San Francisco Administrative code, all public works construction contractors are required to certify payroll records and submit them to the awarding body as well as provide access to the Office of Labor Standards Enforcement. This contract will support the submittal and review of such records as necessary to insure compliance with prevailing wage, workforce hiring and other labor laws.

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 under contract.

D. Will the contract(s) be renewed?

Unknown.

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

OLSE request this contract be for five year with two, two year extensions. This term is requested because the vendor's system will be used by over ten city departments. The vendor is also responsible for training city staff and all contractors and subcontractors to use the system. Also, the proposed contract includes functionality that is new and will likely take 18 months to have fully operational system. OLSE requests that the term of the contract be five years to enable a few year window of a fully operational system.

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 vendor will provide proprietary software to perform payroll reporting.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: The contractor must be proficient in designing web based payroll applications and customer relationship management systems with specific knowledge of the California Labor Code, San Francisco Administrative Code sections, San Francisco Police Code sections, and San Francisco's workforce requirements to integrate these laws into a single system.

B. Which, if any, civil service class(es) normally perform(s) this work? 1063, IS Programmer Analyst-Senior; 1823, Senior Administrative Analyst; 1824, Pr Administrative Analyst;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, the contractor will provide and maintain all equipment and facilities necessary to fulfill the contract. The system is proprietary.

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

The City's current web based application is a unique system that is being used by more than ten departments and hosted by a vendor. The proposed contract will be for the next generation of this system. Services to be provided are not possessed by City classifications.

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

A. Explain why civil service classes are not applicable.

The system is proprietary. Civil service employees could therefore not perform these duties.

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. New civil service classes would not be able to work on the proprietary system.

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. See attached training memorandum

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

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

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

No.

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

No.

7. **Union Notification:** On 12/14/2017, the Department notified the following employee organizations of this PSC/RFP request:

Architect & Engineers, Local 21

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

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 47787 - 17/18

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/05/2018

Receipt of Union Notification(s)

Lubamersky, Joan (ADM)

From: dhr-psccordinator@sfgov.org on behalf of joan.lubamersky@sfgov.org
Sent: Thursday, December 14, 2017 3:39 PM
To: Lubamersky, Joan (ADM); kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Lubamersky, Joan (ADM); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 47787 - 17/18

RECEIPT for Union Notification for PSC 47787 - 17/18 more than \$100k

The GENERAL SERVICES AGENCY - CITY ADMIN -- ADM has submitted a request for a Personal Services Contract (PSC) 47787 - 17/18 for \$3,500,000 for Initial Request services for the period 07/01/2018 – 06/30/2025. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/10373> 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)

Chapter 6.22 Public Works Contracting

SEC. 6.22. PUBLIC WORK CONSTRUCTION CONTRACT TERMS AND WORKING CONDITIONS.

All construction Contracts awarded under this Chapter 6 by the City shall contain the following minimum terms and conditions:

(a) **Bonds.** Before the execution of any Contract for Public Work or Improvement in excess of \$25,000, the Department Head shall require the successful Bidder to file corporate surety bonds for the faithful performance thereof and to guarantee the payment of wages for services engaged and of bills contracted for material, supplies and equipment used in the performance of the Contract. Each bond shall be for a sum not less than 100% of the awarded Contract amount.

The City, acting through the City Administrator, intends to provide guarantees to private bonding assistance companies and financial institutions in order to induce those entities to provide required bonding and financing to eligible Contractors bidding on and performing City Public Work Contracts. This bonding and financial assistance program is subject to the provisions of Administrative Code Chapter 14B.

(b) **Insurance.** All construction Contracts awarded under this Chapter 6 must conform to the insurance requirements established by the Risk Manager. The Risk Manager shall develop uniform insurance requirements for City Contracts subject to this Chapter 6 and shall publish such requirements in the Risk Manager's Manual. The Risk Manager shall review and update such insurance requirements on an annual basis.

Every Contractor and subcontractor shall comply with the provisions of California Labor Code Section 3700. Prior to commencing the performance of work under any Public Work Contract, the Contractor and all of its subcontractors shall file with the awarding department a certificate of insurance against liability for workers compensation or proof of self-insurance in accordance with the provisions of the California Labor Code.

(c) **Indemnification.** All construction Contracts awarded under this Chapter 6 shall require that the Contractor fully indemnify the City to the maximum extent provided by law, such that each Contractor must save, keep, bear harmless and fully indemnify the City and any of its officers or agents from any and all liability, damages, claims, judgments or demands for damages, costs or expenses in law or equity that may at any time arise.

This indemnification requirement may not be waived or abrogated in any way for any Contract without the recommendation of the Risk Manager and the express permission and approval of the Board of Supervisors.

(d) **Assignment.** No Contract shall be assigned except upon the recommendation of the Department Head concerned and with the approval of the Mayor or the Mayor's designee, relative to the department under the Mayor's jurisdiction, or the approval of the board or commission concerned for departments not under the Mayor.

(e) **Prevailing Wages.**

(1) **Generally.** All Contractors and subcontractors performing a Public Work or Improvement for the City shall pay its workers on such projects the Prevailing Rate of Wages as provided below. For the purpose of Prevailing Wage requirements only, the definition of a public work shall include Public Works or Improvements as defined in the Section 6.1, and shall also include (A) any trade work performed at any stage of construction (including preconstruction work) and (B) any public work paid for by the City with "the equivalent of money" under the meaning of California Labor Code Section 1720(b).

(2) **Additional Projects Considered as "Public Works or Improvements" for Purposes of Prevailing Wages.**

(A) **Property Leased or Sold by the City.** For construction work performed on real property leased by the City or sold by the City for Housing Development, as that term is defined in Administrative Code subsection 23.61(a), Contractors and subcontractors must pay prevailing wages in accordance with Article VII of Chapter 23 of the Administrative Code and this subsection 6.22(e) as applicable.

(B) **Public Works Under California Labor Code.** For the limited purposes of this subsection 6.22(e) and Section 6.24, a "public work or improvement" also means and includes all projects for "public works" as defined in California Labor Code Section 1720, and projects for which Prevailing Wages are required to be paid pursuant to California Labor Code Section 1782. This subsection 6.22(e)(2)(B) is intended to have prospective effect only, and shall not be interpreted to impair the obligations of any pre-existing grant agreement, lease, development agreement or other contract entered into by the City. Notwithstanding the prior sentence, this subsection shall apply to newly included work in pre-existing grant agreements, leases, development agreements, or other contracts amended on or after the operative date. The subsection shall apply to grant agreements, leases, development agreements and other contracts entered into by the City on or after the operative date. All grant agreements, leases, development agreements and other

contracts which allow for such construction on property owned by the City and the City enters into the operative date of the subsection must contain a provision that such construction shall comply with this subsection.

(3) **Determination of the Prevailing Wage.** It shall be the duty of the Board of Supervisors, from time to time and at least once during each calendar year, to fix and determine the Prevailing Rate of Wages as follows:

On or before the first Monday in November of each year, the Civil Service Commission shall furnish to the Board of Supervisor data as to the highest general Prevailing Rate of Wages of the various crafts and kinds of labor as paid in private employment in the City and County of San Francisco, plus "per diem wages" and wages for overtime and holiday work. The Civil Service Commission shall provide the Board of Supervisors data for "per diem wages" pursuant to California Labor Code Sections 1773.1 and 1773.9, as amended from time to time. The Board of Supervisors shall, upon receipt of such data, fix and determine the Prevailing Rate of Wages. The Prevailing Rate of Wages as so fixed and determined by the Board of Supervisors shall remain in force and shall be deemed to be the highest general Prevailing Rate of Wages paid in private employment for similar work, until the same is changed by the Board of Supervisors. In determining the highest general Prevailing Rate of Wages per diem wages and wages for overtime and holiday work, as provided for in this section, the Board of Supervisors shall not be limited to the consideration of data furnished by the Civil Service Commission, but may consider such other evidence upon the subject as the Board shall deem proper and thereupon base its determination upon any or all of the data or evidence considered.

In the event that the Board of Supervisors does not fix or determine the highest general Prevailing Rate of Wages in any calendar year, the rates established by the California Department of Industrial Relations for such year shall be deemed adopted.

(4) **Specifications to Include Wage Rate.** The Department Head shall include in the contract specifications, or make available in the offices of the department or at the job site, a detailed statement of the Prevailing Rate of Wages as fixed and determined by the Board of Supervisors at the time the department issued the Advertisement For Bids on the contract. The Contractor shall agree to pay to all persons performing labor in and about the Public Work or Improvement the highest general Prevailing Rate of Wages as determined pursuant to this Chapter, including wages for holiday and overtime work. If the specifications do not include the Prevailing Rate of Wages, the specifications shall include a statement that copies of the Prevailing Rate of Wages as fixed and determined by the Board of Supervisors are on file at the department's principal office or at the job site and shall be made available to any interested party on request.

(5) **Subcontractors Bound by Wage Provisions.** Every contract for any Public Work or Improvement shall also contain a provision that the Contractor shall insert in every subcontract or other arrangement which he or she may make for the performance of any work or labor on a Public Work or Improvement. This provision shall be that the subcontractor shall pay to all persons performing labor or rendering service under said subcontract or other arrangement the highest general Prevailing Rate of Wages as fixed and determined by the Board of Supervisors for such labor or services.

(6) **Records to be Kept by Contractors and Subcontractors.** Every Public Works contract or subcontract for any Public Work or Improvement shall contain a provision that the Contractor shall keep, or cause to be kept, for a period of four years from the date of substantial completion of a public work, payrolls and basic records including time cards, trust fund forms, apprenticeship agreements, accounting ledgers, tax forms and superintendent and foreman daily logs for all trades workers performing work at or for a City Public Work or Improvement. Such records shall include the name, address and social security number of each worker who worked on the project, including apprentices, his or her classification, a general description of the work each worker performed each day, the rate of pay (including rates of contributions for, or costs assumed to provide fringe benefits), daily and weekly number of hours worked, deductions made and actual wages paid. Every subcontractor who shall undertake the performance of any part of a Public Work or Improvement shall keep a like record of each person engaged in the execution of the subcontract.

The Contractor shall maintain weekly certified payroll records for submission to the awarding department as required. The Contractor shall be responsible for the submission of payroll records of its subcontractors. All certified payroll records shall be accompanied by a statement of compliance signed by the Contractor indicating that the payroll records are correct and complete, that the wage rates contained therein are not less than those determined by the Board of Supervisors and that the classifications set forth for each employee conform with the work performed.

All such records as described in this section shall at all times be open to inspection and examination of the duly authorized officers and agents of the City, including representatives of the Office of Labor Standards Enforcement.

Should the Department Head responsible for the public work or the Labor Standards Enforcement Officer determine that a Contractor or subcontractor is not in compliance with the requirements of this subsection, the Department Head or the Labor Standards Enforcement Officer shall issue written notification to the Contractor or subcontractor mandating compliance within not fewer than 10 calendar days from the date of the notification. Should the Contractor or subcontractor fail to comply as required in the notification, the Department Head who executed the Contract or the Labor Standards Enforcement Officer may impose penalties

consistent with analogous provisions of the California Labor Code, including Section 1776, as amended from time to time, for each calendar day of noncompliance, or portion thereof, for each worker. Upon the request of the responsible Department Head or the Labor Standards Enforcement Officer, the Controller shall withhold these penalties from progress payments then due or to become due.

(7) **Additional Required Contract Provisions.** Every public works Contract shall contain provisions stating that (A) the Contractor will cooperate fully with the Labor Standards Enforcement Officer and other City employees and agents authorized to assist in the administration and enforcement of the Prevailing Wage requirements and other labor standards imposed on Public Works Contractor by the Charter and Chapter 6 of the San Francisco Administrative Code; (B) the Contractor agrees that the Labor Standards Enforcement Officer and his or her designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the Contractor, employee time sheets, inspection logs, payroll records and employee paychecks; (C) the contractor shall maintain a sign-in and sign-out sheet showing which employees are present on the job site; (D) the Contractor shall prominently post at each job-site a sign informing employees that the project is subject to the City's Prevailing Wage requirements and that these requirements are enforced by the Labor Standards Enforcement Officer; and (E) that the Labor Standards Enforcement Officer may audit such records of the Contractor as he or she reasonably deems necessary to determine compliance with the Prevailing Wage and other labor standards imposed by the Charter and this Chapter on Public Works Contractors. Failure to comply with these requirements may result in penalties and forfeitures consistent with analogous provisions of the California Labor Code, including Section 1776(g), as amended from time to time.

(8) **Non-compliance with Wage Provisions - Penalties.**

(A) **Penalty and Forfeiture.** Any Contractor or subcontractor who shall fail or neglect to pay to the several persons who shall perform labor under any contract, subcontract or other arrangement on any public work or Improvement as defined in this Chapter the highest general Prevailing Rate of Wages as fixed by the Board of Supervisors under authority of this Chapter, shall forfeit; and, in the case of any subcontractor so failing or neglecting to pay said wage, the original Contractor and the subcontractor shall jointly and severally forfeit to the City back wages due plus penalties in amounts consistent with analogous provisions of the California Labor Code as amended from time to time, including Sections 1775 and 181, but not less than \$50 per day for each laborer, workman or mechanic employed for each calendar day or portion thereof, while they shall be so employed and not paid said highest general Prevailing Rate of Wages, and in addition shall be subject to the penalties set forth in Article V of this Chapter 6, including debarment.

(B) **Enforcement.**

(i) For a public work or improvement undertaken through a contract with the City and under which the City has the ability to withhold funds, it shall be the duty of the officer, board or commission under whose jurisdiction said Public Work or Improvement is being carried on, made or constructed, when certifying to the Controller any payment which may become due under said contract, to deduct from said payment or payments the total amount of said forfeiture provided for in this subsection. In doing so, the Department Head must also notify in writing the Labor Standards Enforcement Officer of his/her action. The Labor Standards Enforcement Officer may also upon written notice to the Department Head who is responsible for the project, certify to the Controller any forfeiture(s) to deduct from any payment as provided for in this subsection 6.22(e)(8). Certification of forfeitures under this subsection shall be made only upon an investigation and audit by the responsible Department Head or the Labor Standards Enforcement Officer and upon service of written notice to the Contractor that includes identification of the grounds for the forfeiture or forfeitures ("Certification of Forfeiture"). The audit supporting the forfeiture shall be appended to the Certification of Forfeiture, but failure to append such documentation shall not invalidate the Certification. Service of the Certification of Forfeiture shall be made by United States mail and the date of service shall be the date of mailing. The Controller, in issuing any warrant for any such payment, shall deduct from the amount which would otherwise be due on said payment or payments the amount of said forfeiture or forfeitures as so certified.

(ii) For any contract in which the City has required a third party to pay prevailing wages and for which the City does not have the ability to withhold funds, the Labor Standards Enforcement Officer shall determine whether a contractor and/or any subcontractor has failed to comply with the prevailing wage requirement. If after conducting an investigation, the Labor Standards Enforcement Officer determines that a violation has occurred, it shall issue to and serve a Determination of Violation on the contractor and/or any subcontractor, which sets forth the basis of the determination and orders payment of back wages due plus the penalty of at least \$50 per day for each laborer, workman, or mechanic employed for each calendar day or portion thereof. Service of the Determination of Violation shall be made by United States mail and the date of service shall be the date of mailing.

(C) **Recourse Procedure.** A Contractor and/or a subcontractor may appeal from a Certification of Forfeiture under subsection 6.22(e)(8)(B)(i) or Determination of Violation under subsection 6.22(e)(8)(B)(ii). The Controller shall adopt and maintain rules and regulations for any appeal under this subsection 6.22(e)(8)(C), which rules shall be consistent with the following parameters:

(i) **Appeal from Certification of Forfeiture or Determination of Violation** (referred to in this subsection 6.22(e)(8)(C) as

an appeal, shall be filed in writing by the Contractor and/or subcontractor (referred to in this subsection 6.22(e)(8)(C), whether singular or plural, as the "Appellant") within 15 days of the date of service of the Certification of Forfeiture or Determination of Violation. Appellant shall file the Appeal with the City Controller and serve a copy on the Labor Standards Enforcement Officer. Failure by the Contractor or subcontractor to submit a timely, written Appeal shall constitute concession to the forfeiture or determination, and the forfeiture or determination shall be deemed final upon expiration of the 15-day period.

(ii) The Office of Labor Standards Enforcement shall promptly afford Appellant an opportunity to meet and confer in good faith regarding possible resolution of the Certification of Forfeiture or Determination of Violation in advance of further proceedings under this subsection 6.22(e)(8)(C), with the intention that such meeting occur within 30 days of the date the Appeal is filed.

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

(iv) Within 15 days of receiving a written request for appointment of a hearing officer under subsection 6.22(e)(8)(C)(iii), the Controller shall appoint an impartial hearing officer and immediately notify the enforcing official and Appellant, and their respective counsel or authorized representative if any, of the appointment. The appointed hearing officer shall be an Administrative Law Judge with at least 10 years' experience with the City and not less than two years experience in labor law, Prevailing Wage, and/or wage and hour matters; or shall be an attorney with knowledge and not less than five years' experience in labor law, Prevailing Wage, and/or wage and hour matters.

(v) The hearing officer shall promptly set a date for a hearing. The hearing must commence within 45 days of the date of the notification of the hearing officer appointment, and conclude within 75 days of such notice. The hearing officer shall conduct a fair and impartial evidentiary hearing in conformance with the time limitations set forth in this subsection 6.22(e)(8)(C) and in the rules and regulations, so as to avoid undue delay in the resolution of any appeal. The hearing officer shall have the discretion to extend the times under this subsection 6.22(e)(8)(C), and any time requirements under the rules and regulations, only upon a showing of good cause.

(vi) Appellant has the burden of proving by a preponderance of the evidence that the basis for the Certification of Forfeiture or Determination of Violation is incorrect, including any back wage and penalty assessments that are at issue in the appeal.

(vii) Within 30 days of the conclusion of the hearing, the hearing officer shall issue a written decision affirming, modifying, or dismissing the Certificate of Forfeiture or Determination of Violation. The decision of the hearing officer shall consist of findings and a determination. The hearing officer's findings and determination shall be the final determination.

(viii) Appellant may appeal a final determination under this subsection 6.22(e)(8) only by filing in the San Francisco Superior Court a petition for a writ of mandate under California Code of Civil Procedure, Section 1084, *et seq.*, as applicable and as may be amended from time to time.

(D) Distribution of Forfeiture and Damages. The Controller shall withhold any forfeiture as provided in the foregoing paragraphs until such time as either the Contractor or subcontractor has conceded to the forfeiture or, in the event of an Appeal, there is a determination no longer subject to judicial review. The Controller shall then distribute the amounts withheld in the following order: (1) the Labor Standards Enforcement Officer shall make best efforts to distribute back wages withheld to the individual workers identified as not having been paid the proper wage rate; (2) the penal sums provided for above shall inure to the benefit of the general fund of the City; (3) the Controller shall hold the balance of any back wages in escrow for workers who the Labor Standards Enforcement Officer, despite his or her best efforts, cannot locate. In the event back wages are unclaimed for a period of three years, the Controller shall undertake administrative procedures for unclaimed funds in conformance with California Government Code Section 50050, *et seq.*, as may be amended from time to time. This subsection 6.22(e)(8)(D) also shall be applicable to damages obtained as a result of an enforcement action pursuant to subsection 6.22(e)(8)(E), as applicable.

(E) Remedies for Non-Compliance with Determination of Violation. No later than 30 days after receipt of a Notice of Determination or, in the case of an Appeal, after an adverse final determination by a hearing officer, the contractor and/or subcontractor shall comply with the Notice of Determination of Violation by paying the amounts due for back wages and any penalty amount as set forth in the Determination of Violation or final determination. The contractor and/or subcontractor shall, in addition, be subject to the penalties set forth in Article V of this Chapter 6, including debarment. If any contractor and/or subcontractor fails to pay the amounts required under this subsection 6.22(e)(8)(E) within the required 30 days, the City may bring a civil action in a court of competent jurisdiction against the non-complying party and, upon prevailing, shall be entitled to such legal and equitable relief as may be appropriate to remedy the violation including, without limitation: (i) damages in the amount of back wages and any penalty amounts due to workers for violation of the prevailing wage requirement, which amounts the City shall, on receipt, distribute to workers following the procedures in subsection 6.22(e)(8)(D); and (ii) an award of reasonable attorney's fees and costs.

(1) HOURS AND DAYS OF LABOR.

(1) **Generally.** For the purpose of meeting prevailing conditions and enabling employers to secure a sufficient number of satisfactory workers and artisans, no person performing labor or rendering service in the performance of any Contract or subcontract for any Public Work or Improvement as defined in this Chapter shall perform labor for a longer period than five days (Monday through Friday) of eight hours each, with two 10-minute breaks per eight-hour day, except in those crafts in which a different work day or week now prevails by agreement in private employment. Any person working hours in addition to the above shall be compensated in accordance with the prevailing overtime standards and rates.

(2) **Noncompliance and Forfeiture.** Any Contractor or subcontractor who shall violate any of the provisions of this subsection 5.22(f) shall be liable for the same penalties and forfeits as those specified in subsection 6.22(e) of this Chapter; penalties and forfeits shall be applicable for each laborer, mechanic or artisan employed for each calendar day or portion thereof whereon such laborer, mechanic or artisan is compelled or permitted to work more than the days and hours specified herein. The provisions of this subsection 5.22(f) shall be made a part of all Contracts and subcontracts for the construction of any Public Work or Improvement.

(3) **Contracts Outside City and County.** In the event that any Public Work or Improvement is to be constructed outside of the City and at such a distance therefrom that those engaged in performing labor on the Public Work or Improvement must under ordinary conditions remain at or near the site of the Public Work or Improvement when not actually engaged in the performance of labor hereon, then the officer, board or commission responsible for the construction of the Public Work or Improvement may, in making specifications or letting Contracts therefor, make provision therein for days and hours of labor beyond the limitations provided for in subsection 6.22(f) of this Chapter 6; but not to exceed eight hours in any one calendar day, or six days in any calendar week. In the event that emergency conditions shall arise, making a change advisable during the performance of any such Contract, or any portion hereof, the hours and days of labor may be extended beyond the limits hereinabove expressed; but not to exceed eight hours per day, upon the written authority of the officer, board or commission awarding such Contract. Failure of the Contractor to perform such Contract within the time provided shall not constitute an emergency.

(g) **Local Hiring Policy.** All Contracts and subcontracts for performance of Public Works or Improvements that exceed the Threshold Amount are subject to the requirements of the San Francisco Local Hiring Policy for Construction as set forth in Chapter 8 of the Administrative Code ("Local Hiring Policy") and shall include compliance with the Local Hiring Policy as a material term of the Contract, directly enforceable by the City as described therein. As a condition of performance of Project Work, as that term is defined in Administrative Code Section 82.3, each Contractor and subcontractor agrees: to comply with all provisions of the Local Hiring Policy; that provisions of the Local Hiring Policy are reasonable and are achievable by the Contractor or subcontractor, including the reporting requirements and consequences for noncompliance described in Chapter 82 of the Administrative Code; and that the Contractor or subcontractor had a full and fair opportunity to review and understand terms of the Local Hiring Policy, in consultation with counsel if so desired.

(h) **Modifications - Requirements.** If it becomes necessary in the prosecution of any Public Work or Improvement Contract to make alterations or modifications or to provide for extras, such alterations, modifications or extras shall be made only on written recommendation of the Department Head responsible for the supervision of the Contract, together with the approval of the Mayor or the Mayor's designee or the board or commission, as appropriate to the department, and also the approval of the Controller, except as hereafter provided. The Mayor or the board or commission, as appropriate to the department, may delegate in writing the authority to approve such alterations, modifications or extras to the Department Head, except as provided below. The Controller may delegate in writing the authority to encumber funds from prior appropriations for such alterations, modifications or extras to the Department Head prior to the certification for payment. Such authority, when granted, will clearly state the limitations of the changes to be encompassed

(1) **Increasing or Decreasing Price.** Alterations, modifications, or extras in any Contract, which will increase or decrease the Contract cost or scope, may be made or allowed only on the written recommendation of the Department Head responsible for the supervision of the Contract stating the amount and basis for such increase or decrease. For any cumulative increase or decrease in price in excess of 10% of the original Contract price or scope, the Department Head shall obtain the approval of the Mayor or Mayor's designee or the board or commission as appropriate and also the approval of the Controller notwithstanding any delegation provided for above.

(2) **Extensions of Time.** Upon finding that work under a construction Contract cannot be completed within the specified time because of an unavoidable delay as defined in the Contract, the Department Head may extend the time for completion of the work. If the cumulative extensions of time exceeds 10% of the original Contract duration, the Department Head shall obtain the approval of the Mayor, the Mayor's designee, board or commission, as appropriate to the department notwithstanding any delegation provided for above. The Department Head may seek such approval after completion of the work if the Department Head makes a written finding in the time extension that no basis exists to assess liquidated damages for delay against the Contractor. All time extensions shall be in writing, but in no event shall any extension be granted subsequent to the issuance of a certificate of final acceptance.

(A) **TIME EXTENSION NOT WAIVER OF CITY'S RIGHTS.** THE GRANTING OF AN EXTENSION OF TIME BECAUSE OF UNAVOIDABLE DELAYS SHALL IN NO WAY OPERATE AS A WAIVER ON THE PART OF THE CITY OR THE DEPARTMENT HEAD, Mayor, board or commission of the right to collect liquidated damages for other delays or of the right to collect other damages or of any other rights to which the City is entitled.

(B) **No Extension Granted When Contract Based on Time Estimates.** When any Award of Contract has been made in consideration, in whole or in part, of the relative time estimates of Bidders for the completion of the work, no extension of time may be granted on such Contract beyond the time specified for completion, unless the liquidated damages for each day the work is uncompleted beyond the specified time shall be collected; provided, however, that this shall not apply to unavoidable delays as specified in the Contract.

(C) **Avoidable and Unavoidable Delay; Limitation of Damages for Delay.** The Department Head administering the Public Work or Improvement shall have the authority to specify in the Contract the delays that shall be deemed avoidable or unavoidable. The City shall not pay damages or compensation of any kind to a Contractor because of delays in the progress of the work, whether such delays be avoidable or unavoidable; provided, however, the City may pay for (1) delays caused to the Contractor by the City and (2) such unavoidable delays as may be specifically stated in the Contract. Such latter delays will be compensated for only under the conditions specified in the Contract.

(D) **Notice of Delay Required.** The Contractor shall promptly notify the Department Head in writing, of all anticipated delay; in the prosecution of the work and, in any event, promptly upon the occurrence of a delay, the notice shall constitute an application for an extension of time only if the notice requests such extension and sets forth the Contractor's estimate of the additional time required together with a full recital of the causes of unavoidable delays relied upon. The Department Head may take steps to prevent the occurrence or continuance of the delay, may classify the delay as avoidable or unavoidable, and may determine to what extent the completion of the work is delayed thereby.

(i) **Liquidated Damages.** Any Contract may provide a time within which the Contract work, or portions thereof, shall be completed and may provide for the payment of agreed liquidated damages to the City for every calendar or working day thereafter during which such work shall be uncompleted.

(j) **Progressive Payments Authorized; Retentions.** Any Contract for construction services may provide for progressive or milestone payments, if the Advertisement For Bids shall so specify. Each progress or milestone payment shall constitute full compensation for the value of work performed and materials furnished for a specified period, less amounts withheld as a result of dispute or as required by law.

(1) For all Contracts entered into on or after the effective date of this subsection 6.22(j), from every progress payment, the City shall hold 5% in retention.

(2) Notwithstanding the subsection 6.22(j)(1) above, the City may hold greater than 5% but not more than 10% in retention if the Department Head responsible for the Public Work determines that the Public Work or Improvement is substantially complex and therefore warrants a higher retention amount, and the retention amount is specified in the Advertisement For Bids. For Contracts with retention amounts greater than 5%, if the Department Head responsible for the Public Work determines that the Contract is 50% or more complete, that the Contractor is making satisfactory progress, and that there is no specific cause for greater withholding, the Department Head, upon the written request of Contractor, may authorize one of the following two options: (A) the City shall release part of the retention to the Contractor so that the amount held in retention by the City, after release to the Contractor, is reduced to an amount not less than 5% of the total value of the labor and materials furnished, and the City shall proceed to retain 5% of any subsequent progress payment under the Contract; or (B) the City shall continue to hold the already withheld retention amount, up to 5% of the total Contract price, and shall not deduct further retention from progress payments.

(3) The Department Head shall authorize the release of retention, in whole or in part, for work completed by subcontractors certified by CMD as LBEs. The Department Head shall do so only upon a written request by the Contractor certifying (A) the work by the certified LBE subcontractor is completed and satisfactory in accordance with the plans and specifications for the project; (B) the total amount paid to the certified LBE subcontractor by the Contractor as of the date of the written request and the total amount of the subcontract; and (C) the amount of retention associated with the work performed by the certified LBE subcontractor. Following a release of such retention, and in order to calculate retention and retention withholding from further progress or milestone payments, the City will reduce the total retention required under the foregoing paragraphs (1) and (2) by the amount paid to the certified LBE subcontractor(s) for whom the City released the retention. The release of retention under this subsection 6.22(j)(3) shall not reduce the responsibilities or liabilities of the Contractor or its surety under the Contract or applicable law.

(4) The Department Head shall authorize the release of retention, in whole or in part, for work completed by subcontractors under any Public Work Contract awarded under this Chapter 6 with a duration of more than two years. The Department Head shall do so only upon a written request by the Contractor certifying (A) the work by the subcontractor is completed and satisfactory in

accordance with the plans and specifications for the project; (2) the total amount paid to the subcontractor by the Contractor as of the date of the written request and the total amount of the subcontract; and (C) the amount of retention associated with the work performed by the subcontractor. The City may issue or authorize the release of retention within six months of the date of the request. Following a release of such retention, and in order to calculate retention and retention withholding from further progress or milestone payments, the City will reduce the total retention required under the foregoing subsections (1) and (2) by the amount paid to the subcontractor(s) for whom the City released retention. The release of retention under this subsection 6.22(j)(4) shall not reduce the responsibilities or liabilities of the Contractor or its surety under the Contract or applicable law.

(5) Retention shall be withheld solely for the benefit and protection of the City.

(6) When the Department Head responsible for the Public Work determines that the Contract is 98% or more complete, the Department Head may reduce retention funds to an amount equal to 200% of the estimated value of work yet to be completed, plus any amount necessary to cover offsets by the City for liquidated damages, defective work, stop notices, forfeitures, and other charges. The City shall release retention to the Contractor upon the following conditions: (A) the Contractor has reached final completion under the Contract terms and conditions and (B) the Contract is free of offsets by the City for liquidated damages, defective work and the like, and is free of stop notices, forfeitures, and other charges.

(7) For all Contracts awarded under this Chapter 6, in no event shall the City be liable for interest or charges arising out of or relating to the date the City issues any progress, milestone, or other payment, or the date the City releases all or part of the retention, except that the City will pay interest at the legal rate, as set forth in Section 685.010(a) of the California Code of Civil Procedure, as may be amended from time to time, on any improperly withheld amounts commencing no earlier than 90 days after the date the City should have made any progress payment or released all or part of the retention. Under no circumstances shall the legal rate of interest paid by the City under this provision exceed 10% per annum. The payment of interest under this provision is the limit of the City's liability with respect to any claim for interest on improperly withheld amounts.

(k) **Inspection and Acceptance of Completed Work; Final Payment.** The Department Head shall be responsible for the inspection and acceptance of Public Works or Improvements on completion. Such acceptance shall be in writing and shall include the certificate of the Department Head concerned that the work covered by the Contract has been fully and satisfactorily completed in accordance with the plans and specifications therefor. Receipt of copy of such acceptance in writing shall constitute the Controller's authority to complete any payments due the Contractor under the Contract; provided that the Controller may make such additional investigation or inspection as is provided by Administrative Code Section 10.07.

(l) **Termination for Convenience.** In all Contracts for the construction of any Public Work or Improvement, the Department Head may include in the specifications setting forth the terms and conditions for the performance of the Contract a provision that the City may terminate the performance of work under the Contract whenever the Department Head shall determine, with the approval of the Mayor, the Mayor's designee or the board or commission concerned, that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective. The Department Head is hereby authorized to include within such construction Contract the appropriate language to implement this subsection 6.22(l).

(m) **Articles Not to be Prison Made.** No article furnished under any Contract awarded under the provisions of this Chapter 6 shall have been made in a prison or by convict labor except for articles made in prisons or by convicts under the supervision and control of the California Department of Corrections and limited to articles for use by the City's detention facilities.

(n) **Employment of Apprentices.** All construction Contracts awarded under this Chapter 6 shall require the Contractor to comply with the requirements of the State Apprenticeship Program (as set forth in the California Labor Code, Division 3, Chapter 4 [commencing at Section 3070] and Section 1777.5), as it may be amended from time to time, and shall require the Contractor to include in its subcontracts the obligation for subcontractors to comply with the requirements of the State Apprenticeship Program.

(o) **Safety.** All construction Contracts awarded under this Chapter 6 shall require the Contractor and all of its subcontractors to abide by the applicable Occupational Safety and Health statutes and regulations.

Additionally, all construction Contracts awarded under this Chapter 6 shall require the Contractor and all of its subcontractors to abide by the requirements of Administrative Code Section 64.1, prohibiting masonry-dry cutting and masonry dry-grinding, with exceptions.

(p) **Claims.** The City shall consider only those claims for additional payment under a Contract that are certified and that conform to the Contract requirements for claims, pricing, and schedule.

(1) **Claims by Contractors.** The Contractor shall certify under penalty of perjury that (A) the claim is made in good faith; (B) the supporting data are accurate and complete to the best of Contractor's knowledge and belief; and (C) the amount request

accurately reflects the Contract adjustment for which the Contractor believes the City is liable. An individual or officer authorized to act on behalf of the Contractor shall execute the certification.

(2) **Claims by Subcontractors.** Subcontractors at any tier are not third-party beneficiaries of any Contract awarded under this Chapter. The City shall not consider a direct claim by any subcontractor. A Contractor presenting to the City any claim on behalf of a subcontractor must certify the subcontractor's claim in the same manner the Contractor would certify its own claim under the foregoing subsection 6.22(p)(1).

(q) **Contractor Prompt Payment.** All construction Contracts under this Chapter 6 shall require the Contractor to pay its subcontractors within seven calendar days after receipt of each progress payment from the City, unless otherwise agreed to in writing in advance by both Contractor and subcontractor. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from a Contractor to a subcontractor, the Contractor may withhold the disputed amount but shall pay the undisputed amount.

Any Contractor who violates this subsection 6.22(q) shall pay to the subcontractor a penalty of 2% of the amount due per month for every month or portion thereof that payment is not made. This subsection 6.22(q) is enforceable in a court of competent jurisdiction, and is not intended to create a private right of action against the City.

(Added by Ord. 286-99, File No. 991645, App. 11/5/99; amended by Ord. 153-00, File No. 000805, App. 6/30/2000; Ord. 237-00, File No. 001207, App. 10/20/2000; Ord. 7-02, File No. 011675, App. 1/25/2002; Ord. 208-02, File No. 021221, App. 10/18/2002; Ord. 58-05, File No. 041571, App. 4/1/2005; Ord. 107-05, File No. 050215, App. 6/10/2005; Ord. 131-06, File No. 060444, App. 6/22/2006; Ord. 119-08, File No. 080277, App. 7/11/2008; Ord. 19-10, File No. 091163, App. 2/10/2010; Ord. 23-10, File No. 091233, App. 2/11/2010; Ord. 311-10, File No. 101311, App. 12/23/2010; Ord. 79-11, File No. 110330, App. 5/19/2011, Eff. 6/18/2011; Ord. 225-12, File No. 120750, App. 11/1/2012, Eff. 12/1/2012; Ord. 27-13, File No. 121200, App. 2/19/2013, Eff. 3/21/2013; Res. 80-14, File No. 140091, App. 3/21/2014; Ord. 32-14, File No. 140090, App. 3/27/2014, Eff. 4/26/2014, Oper. 6/25/2014; Ord. 85-14, File No. 140151, App. 6/19/2014, Eff. 7/19/2014, Oper. 9/17/2014 (part); Ord. 108-15, File No. 150175, App. 7/2/2015, Eff. 8/1/2015; Ord. 224-15, File No. 150817, App. 12/22/2015, Eff. 1/21/2016, Oper. 4/20/2016; Ord. 84-17, File No. 170004, App. 3/30/2017, Eff. 4/29/2017, Retro. 3/25/2017)

41 CFR 60-1.4 Equal Opportunity clause

41 CFR 60-1.4 - Equal opportunity clause.

§ 60-1.4 Equal opportunity clause.

(a) **Government contracts.** Except as otherwise provided, each contracting agency shall include the following equal opportunity clause contained in section 202 of the order in each of its Government contracts (and modifications thereof if not included in the original contract):

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(b) Federally assisted construction contracts.

(1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and sub contractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and sub contractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(2) [Reserved]

(c) **Subcontracts.** Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

(d) **Inclusion of the equal opportunity clause by reference.** The equal opportunity clause may be included by reference in all Government contracts and sub contracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and sub contracts as the Director of OFCCP may designate.

(e) **Incorporation by operation of the order.** By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.

(f) **Adaptation of language.** Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.

[80 FR 54975, Sept. 11, 2015]

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Davis Bacon Act

The Davis-Bacon Act, as Amended



U.S. Department of Labor
Wage and Hour Division

WH Publication 1246
(Revised April 2009)

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An Act

To revise, codify, and enact without substantive change certain general and permanent laws, related to public buildings, property, and works, as title 40, United States Code, “Public Buildings, Property, and Works”.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

SECTION 1. TITLE 40, UNITED STATES CODE.

Certain general and permanent laws of the United States, related to public buildings, property, and works, are revised, codified, and enacted as title 40, United States Code, “Public Buildings, Property, and Works”, as follows:

TITLE 40—PUBLIC BUILDINGS, PROPERTY, AND WORKS

* * * *

SUBTITLE II—PUBLIC BUILDINGS AND WORKS

* * * *

PART A—GENERAL

* * * *

CHAPTER 31 – GENERAL

* * * *

SUBCHAPTER IV - WAGE RATE REQUIREMENTS

Sec. 3141. Definition

In this subchapter, the following definitions apply:

(1) Federal government. — The term “Federal Government” has the same meaning that the term “United States” had in the Act of March 3, 1931 (ch. 411, 46 Stat. 1494) (known as the Davis-Bacon Act).²

(2) Wages, scale of wages, wage rates, minimum wages, and prevailing wages. — The terms “wages”, “scale of wages”, “wage rates”, “minimum wages”, and “prevailing wages” include—

(A) the basic hourly rate of pay; and

¹ Pub. L. 109-284 Sec. 6(11), (12), and (13) made three minor technical corrections in Secs 3141(1), and 3142(d) and (e). (Sept. 27, 2006, 120 Stat.1213.)

² The Davis-Bacon Act, referred to in par. (1), is act of Mar. 3, 1931, ch. 411, 46 Stat. 1494, as amended, which was classified generally to sections 276a to 276a-5 of former Title 40, Public Buildings, Property, and Works, and was repealed and reenacted as sections 3141-3144, 3146, and 3147 of this title by Pub. L. 107-217, Secs. 1, 6(b), Aug. 21, 2002, 116 Stat. 1062, 1304.

(B) for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying the costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any of those benefits, the amount of—

(i) the rate of contribution irrevocably made by a contractor or subcontractor to a trustee or to a third person under a fund, plan, or program; and

(ii) the rate of costs to the contractor or subcontractor that may be reasonably anticipated in providing benefits to laborers and mechanics pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the laborers and mechanics affected.

Sec. 3142. Rate of wages for laborers and mechanics

(a) Application.— The advertised specifications for every contract in excess of \$2,000, to which the Federal Government or the District of Columbia is a party, for construction, alteration, or repair, including painting and decorating, of public buildings and public works of the Government or the District of Columbia that are located in a State or the District of Columbia and which requires or involves the employment of mechanics or laborers shall contain a provision stating the minimum wages to be paid various classes of laborers and mechanics.

(b) Based on Prevailing Wage.— The minimum wages shall be based on the wages the Secretary of Labor determines to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State in which the work is to be performed, or in the District of Columbia if the work is to be performed there.

(c) Stipulations Required in Contract.— Every contract based upon the specifications referred to in subsection (a) must contain stipulations that—

(1) the contractor or subcontractor shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and the laborers and mechanics;

(2) the contractor will post the scale of wages to be paid in a prominent and easily accessible place at the site of the work; and

(3) there may be withheld from the contractor so much of accrued payments as the contracting officer considers necessary to pay to laborers and mechanics employed by the contractor or any subcontractor on the work the difference between the rates of wages required by the contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the contractor or subcontractors or their agents.

(d) Discharge of Obligation.— The obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of the Secretary of Labor, under this subchapter and other laws incorporating this subchapter by reference, may be discharged by making payments in cash, by making contributions described in section 3141(2)(B)(i) of this title, by assuming an enforceable commitment to bear the costs of a plan or program referred to in section 3141(2)(B)(ii) of this title, or by any combination of payment, contribution, and assumption, where the aggregate of the payments, contributions, and costs is not less than the basic hourly rate of pay plus the amount referred to in section 3141(2)(B) of this title.

(e) Overtime Pay.— In determining the overtime pay to which a laborer or mechanic is entitled under any federal law, the regular or basic hourly rate of pay (or other alternative rate on which premium rate of overtime compensation is computed) of the laborer or mechanic is deemed to be the rate computed under section 3141(2)(A) of this title, except that where the amount of payments, contributions, or costs incurred with respect to the laborer or mechanic exceeds the applicable prevailing wage, the regular or basic hourly rate of pay (or other alternative rate) is the amount of payments, contributions, or costs actually incurred with respect to the laborer or mechanic minus the greater of the amount of contributions or costs of the types described in section 3141(2)(B) of this title actually incurred with respect to the laborer or mechanic or the amount determined under section 3141(2)(B) of this title but not actually paid.

3141(2)(B) of this title but not actually paid. Sec.3143.

Every contract within the scope of this subchapter shall contain a provision that if the contracting officer finds that any laborer or mechanic employed by the contractor or any subcontractor directly on the site of the work covered by the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid, the Federal Government by written notice to the contractor may terminate the contractor's right to proceed with the work or the part of the work as to which there has been a failure to pay the required wages. The Government may have the work completed, by contract or otherwise, and the contractor and the contractor's sureties shall be liable to the Government for any excess costs the Government incurs.

Sec. 3144. Authority of Comptroller General to pay wages and list contractors violating contracts

(a) Payment of Wages.—

(1) In general.— The Comptroller General shall pay directly to laborers and mechanics from any accrued payments withheld under the terms of a contract any wages found to be due laborers and mechanics under this subchapter.

(2) Right of action.— If the accrued payments withheld under the terms of the contract are insufficient to reimburse all the laborers and mechanics who have not been paid the wages required under this subchapter, the laborers and mechanics have the same right to bring a civil action and intervene against the contractor and the contractor's sureties as is conferred by law on persons furnishing labor or materials. In those proceedings it is not a

defense that the laborers and mechanics accepted or agreed to accept less than the required rate of wages or voluntarily made refunds.

(b) List of Contractors Violating Contracts.—

(1) In general.— The Comptroller General shall distribute to all departments of the Federal Government a list of the names of persons whom the Comptroller General has found to have disregarded their obligations to employees and subcontractors.

(2) Restriction on awarding contracts.— No contract shall be awarded to persons appearing on the list or to any firm, corporation, partnership, or association in which the persons have an interest until three years have elapsed from the date of publication of the list.

* * * *

Sec. 3146. Effect on other federal laws

This subchapter does not supersede or impair any authority otherwise granted by federal law to provide for the establishment of specific wage rates.

Sec. 3147. Suspension of this subchapter during a national emergency

The President may suspend the provisions of this subchapter during a national emergency.

Sec. 3148. Application of this subchapter to certain contracts

This subchapter applies to a contract authorized by law that is made without regard to section 3709 of the Revised Statutes (41 U.S.C. 5), or on a cost-plus-a-fixed-fee basis or otherwise without advertising for proposals, if this subchapter otherwise would apply to the contract.

Executive Order 11246

United States Department of Labor
Office of Federal Contract Compliance Programs
Office of Federal Contract Compliance Programs (OFCCP)
Executive Order 11246, As Amended

— DISCLAIMER —

Executive Order 11246 — Equal Employment Opportunity

SOURCE: The provisions of Executive Order 11246 of Sept. 24, 1965, appear at 30 FR 12319, 12935, 3 CFR, 1964–1965 Comp., p.339, unless otherwise noted.

Under and by virtue of the authority vested in me as President of the United States by the Constitution and statutes of the United States, it is ordered as follows:

Part I — Nondiscrimination in Government Employment

[Part I superseded by EO 11478 of Aug. 8, 1969, 34 FR 12985, 3 CFR, 1966–1970 Comp., p. 803]

Part II - Nondiscrimination in Employment by Government Contractors and Subcontractors

Subpart A – Duties of the Secretary of Labor

SEC. 201

The Secretary of Labor shall be responsible for the administration and enforcement of Parts II and III of this Order. The Secretary shall adopt such rules and regulations and issue such orders as are deemed necessary and appropriate to achieve the purposes of Parts II and III of this Order.

[Sec. 201 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Subpart B – Contractors' Agreements

SEC. 202

Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color,

religion, sex, sexual orientation, gender identity, or national origin.

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States. [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971]

SEC. 203

- a. Each contractor having a contract containing the provisions prescribed in Section 202 shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.
- b. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.

- c. Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: Provided, that to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.
- d. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this Order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.

[Sec. 203 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966–1970 Comp., p. 684; EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13672 of July 21, 2104, 79 FR 42971]

SEC. 204

- a. The Secretary of Labor may, when the Secretary deems that special circumstances in the national interest so require, exempt a contracting agency from the requirement of including any or all of the provisions of Section 202 of this **Order** in any specific contract, subcontract, or purchase **order**.
- b. The Secretary of Labor may, by rule or regulation, exempt certain classes of contracts, subcontracts, or purchase orders (1) whenever work is to be or has been performed outside the United States and no recruitment of workers within the limits of the United States is involved; (2) for standard commercial supplies or raw materials; (3) involving less than specified amounts of money or specified numbers of workers; or (4) to the extent that they involve subcontracts below a specified tier.
- c. Section 202 of this **Order** shall not apply to a Government contractor or subcontractor that is a religious corporation, association, educational institution, or society, with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities. Such contractors and subcontractors are not exempted or excused from complying with the other requirements contained in this **Order**.
- d. The Secretary of Labor may also provide, by rule, regulation, or order, for the exemption of facilities of a contractor that are in all respects separate and distinct from activities of the contractor related to the performance of the contract: provided, that such an exemption will not interfere with or impede the effectuation of the purposes of this **Order**: and provided further, that in the absence of such an exemption all facilities shall be covered by the provisions of this **Order**.

[Sec. 204 amended by EO 13279 of Dec. 16, 2002, 67 FR 77141, 3 CFR, 2002 Comp., p. 77141 – 77144]

Subpart C – Powers and Duties of the Secretary of Labor and the Contracting Agencies

SEC. 205

The Secretary of Labor shall be responsible for securing compliance by all Government contractors and subcontractors with this Order and any implementing rules or regulations. All contracting agencies shall comply with the terms of this Order and any implementing rules, regulations, or orders of the Secretary of Labor. Contracting agencies shall cooperate with the Secretary of Labor and shall furnish such information and assistance as the Secretary may require.

[Sec. 205 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 206

- a. The Secretary of Labor may investigate the employment practices of any Government contractor or subcontractor to determine whether or not the contractual provisions specified in Section 202 of this Order have been violated. Such investigation shall be conducted in accordance with the procedures established by the Secretary of Labor.
- b. The Secretary of Labor may receive and investigate complaints by employees or prospective employees of a Government contractor or subcontractor which allege discrimination contrary to the contractual provisions specified in Section 202 of this Order.

[Sec. 206 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 207

The Secretary of Labor shall use his/her best efforts, directly and through interested Federal, State, and local agencies, contractors, and all other available instrumentalities to cause any labor union engaged in work under Government contracts or any agency referring workers or providing or supervising apprenticeship or training for or in the course of such work to cooperate in the implementation of the purposes of this Order. The Secretary of Labor shall, in appropriate cases, notify the Equal Employment Opportunity Commission, the Department of Justice, or other appropriate Federal agencies whenever it has reason to believe that the practices of any such labor organization or agency violate Title VI or Title VII of the Civil Rights Act of 1964 or other provision of Federal law.

[Sec. 207 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 208

- a. The Secretary of Labor, or any agency, officer, or employee in the executive branch of the Government designated by rule, regulation, or order of the Secretary, may hold such hearings, public or private, as the Secretary may deem advisable for compliance, enforcement, or educational purposes.
- b. The Secretary of Labor may hold, or cause to be held, hearings in accordance with Subsection of this Section prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. No order for debarment of any contractor from further Government contracts under Section 209(6) shall be made without affording the contractor an opportunity for a hearing.

Subpart D – Sanctions and Penalties

SEC. 209

In accordance with such rules, regulations, or orders as the Secretary of Labor may issue or adopt, the Secretary may:

1. Publish, or cause to be published, the names of contractors or unions which it has concluded have complied or have failed to comply with the provisions of this Order or of the rules, regulations, and orders of the Secretary of Labor.
2. Recommend to the Department of Justice that, in cases in which there is substantial or material violation or the threat of substantial or material violation of the contractual provisions set forth in Section 202 of this Order, appropriate proceedings be brought to enforce those provisions, including the enjoining, within the limitations of applicable law, of organizations, individuals, or groups who prevent directly or indirectly, or seek to prevent directly or indirectly, compliance with the provisions of this Order.

3. Recommend to the Equal Employment Opportunity Commission or the Department of Justice that appropriate proceedings be instituted under Title VII of the Civil Rights Act of 1964.
4. Recommend to the Department of Justice that criminal proceedings be brought for the furnishing of false information to any contracting agency or to the Secretary of Labor as the case may be.
5. After consulting with the contracting agency, direct the contracting agency to cancel, terminate, suspend, or cause to be cancelled, terminated, or suspended, any contract, or any portion or portions thereof, for failure of the contractor or subcontractor to comply with equal employment opportunity provisions of the contract. Contracts may be cancelled, terminated, or suspended absolutely or continuance of contracts may be conditioned upon a program for future compliance approved by the Secretary of Labor.
6. Provide that any contracting agency shall refrain from entering into further contracts, or extensions or other modifications of existing contracts, with any noncomplying contractor, until such contractor has satisfied the Secretary of Labor that such contractor has established and will carry out personnel and employment policies in compliance with the provisions of this Order.

(b) Pursuant to rules and regulations prescribed by the Secretary of Labor, the Secretary shall make reasonable efforts, within a reasonable time limitation, to secure compliance with the contract provisions of this Order by methods of conference, conciliation, mediation, and persuasion before proceedings shall be instituted under subsection (a)(2) of this Section, or before a contract shall be cancelled or terminated in whole or in part under subsection (a)(5) of this Section.

[Sec. 209 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 210

Whenever the Secretary of Labor makes a determination under Section 209, the Secretary shall promptly notify the appropriate agency. The agency shall take the action directed by the Secretary and shall report the results of the action it has taken to the Secretary of Labor within such time as the Secretary shall specify. If the contracting agency fails to take the action directed within thirty days, the Secretary may take the action directly.

[Sec. 210 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 211

If the Secretary shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless the bidder or prospective contractor has satisfactorily complied with the provisions of this Order or submits a program for compliance acceptable to the Secretary of Labor.

[Sec. 211 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 212

When a contract has been cancelled or terminated under Section 209(a)(5) or a contractor has been debarred from further Government contracts under Section 209(a)(6) of this Order, because of noncompliance with the contract provisions specified in Section 202 of this Order, the Secretary of Labor shall promptly notify the Comptroller General of the United States.

[Sec. 212 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Subpart E – Certificates of Merit

SEC. 213

The Secretary of Labor may provide for issuance of a United States Government Certificate of Merit to employers or labor unions, or other agencies which are or may hereafter be engaged in work under Government contracts, if the Secretary is satisfied that the personnel and employment practices of the employer, or that the personnel, training, apprenticeship, membership, grievance and representation, upgrading, and other practices and policies of the labor union or other agency conform to the purposes and provisions of this Order.

SEC. 214

Any Certificate of Merit may at any time be suspended or revoked by the Secretary of Labor if the holder thereof, in the judgment of the Secretary, has failed to comply with the provisions of this Order.

SEC. 215

The Secretary of Labor may provide for the exemption of any employer, labor union, or other agency from any reporting requirements imposed under or pursuant to this Order if such employer, labor union, or other agency has been awarded a Certificate of Merit which has not been suspended or revoked.

Part III – Nondiscrimination Provisions in Federally Assisted Construction Contracts**SEC. 301**

Each executive department and agency, which administers a program involving Federal financial assistance shall require as a condition for the approval of any grant, contract, loan, insurance, or guarantee thereunder, which may involve a construction contract, that the applicant for Federal assistance undertake and agree to incorporate, or cause to be incorporated, into all construction contracts paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to such grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the provisions prescribed for Government contracts by Section 202 of this Order or such modification thereof, preserving in substance the contractor's obligations thereunder, as may be approved by the Secretary of Labor, together with such additional provisions as the Secretary deems appropriate to establish and protect the interest of the United States in the enforcement of those obligations. Each such applicant shall also undertake and agree (1) to assist and cooperate actively with the Secretary of Labor in obtaining the compliance of contractors and subcontractors with those contract provisions and with the rules, regulations and relevant orders of the Secretary, (2) to obtain and to furnish to the Secretary of Labor such information as the Secretary may require for the supervision of such compliance, (3) to carry out sanctions and penalties for violation of such obligations imposed upon contractors and subcontractors by the Secretary of Labor pursuant to Part II, Subpart D, of this Order, and (4) to refrain from entering into any contract subject to this Order, or extension or other modification of such a contract with a contractor debarred from Government contracts under Part II, Subpart D, of this Order.

[Sec. 301 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 302

- a. "Construction contract" as used in this Order means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.
- b. The provisions of Part II of this Order shall apply to such construction contracts, and for purposes of such application the administering department or agency shall be considered the contracting agency referred to therein.
- c. The term "applicant" as used in this Order means an applicant for Federal assistance or, as determined by agency regulation, other program participant, with respect to whom an application for any grant, contract, loan, insurance, or guarantee is not finally acted upon prior to the effective date of this Part, and it includes such an applicant after he/she becomes a recipient of such Federal assistance.

SEC. 303

- a. The Secretary of Labor shall be responsible for obtaining the compliance of such applicants with their undertakings under this Order. Each administering department and agency is directed to cooperate with the Secretary of Labor and to furnish the Secretary such information and assistance as the Secretary may require in the performance of the Secretary's functions under this Order.
- b. In the event an applicant fails and refuses to comply with the applicant's undertakings pursuant to this Order, the Secretary of Labor may, after consulting with the administering department or agency, take any or all of the following actions: (1) direct any administering department or agency to cancel, terminate, or suspend in whole

or in part the agreement, contract or other arrangement with such applicant with respect to which the failure or refusal occurred; (2) direct any administering department or agency to refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received by the Secretary of Labor from such applicant; and (3) refer the case to the Department of Justice or the Equal Employment Opportunity Commission for appropriate law enforcement or other proceedings.

- c. In no case shall action be taken with respect to an applicant pursuant to clause (1) or (2) of subsection (b) without notice and opportunity for hearing.

[Sec. 303 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 304

Any executive department or agency which imposes by rule, regulation, or order requirements of nondiscrimination in employment, other than requirements imposed pursuant to this Order, may delegate to the Secretary of Labor by agreement such responsibilities with respect to compliance standards, reports, and procedures as would tend to bring the administration of such requirements into conformity with the administration of requirements imposed under this Order: Provided, That actions to effect compliance by recipients of Federal financial assistance with requirements imposed pursuant to Title VI of the Civil Rights Act of 1964 shall be taken in conformity with the procedures and limitations prescribed in Section 602 thereof and the regulations of the administering department or agency issued thereunder.

Part IV – Miscellaneous

SEC. 401

The Secretary of Labor may delegate to any officer, agency, or employee in the Executive branch of the Government, any function or duty of the Secretary under Parts II and III of this Order.

[Sec. 401 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 402

The Secretary of Labor shall provide administrative support for the execution of the program known as the "Plans for Progress."

SEC. 403

- a. Executive Orders Nos. 10590 (January 19, 1955), 10722 (August 5, 1957), 10925 (March 6, 1961), 11114 (June 22, 1963), and 11162 (July 28, 1964), are hereby superseded and the President's Committee on Equal Employment Opportunity established by Executive Order No. 10925 is hereby abolished. All records and property in the custody of the Committee shall be transferred to the Office of Personnel Management and the Secretary of Labor, as appropriate.
- b. Nothing in this Order shall be deemed to relieve any person of any obligation assumed or imposed under or pursuant to any Executive Order superseded by this Order. All rules, regulations, orders, instructions, designations, and other directives issued by the President's Committee on Equal Employment Opportunity and those issued by the heads of various departments or agencies under or pursuant to any of the Executive orders superseded by this Order, shall, to the extent that they are not inconsistent with this Order, remain in full force and effect unless and until revoked or superseded by appropriate authority. References in such directives to provisions of the superseded orders shall be deemed to be references to the comparable provisions of this Order.

[Sec. 403 amended by EO 12107 of Dec. 28, 1978, 44 FR 1055, 3 CFR, 1978 Comp., p. 264]

SEC. 404

The General Services Administration shall take appropriate action to revise the standard Government contract forms to accord with the provisions of this Order and of the rules and regulations of the Secretary of Labor.

SEC. 405

This Order shall become effective thirty days after the date of this Order.

Training Memorandum PSC 47787 17.18



OFFICE OF THE CITY ADMINISTRATOR



Edwin M. Lee, Mayor
Naomi M. Kelly, City Administrator

November 21, 2017

MEMORANDUM

TO: Honorable Civil Service Commission

FROM: *Joan Lubamersky*
Joan Lubamersky, Contract Coordinator
Office of the City Administrator

SUBJ: Training Memorandum for Training
Payroll system PSC 47787.17.18

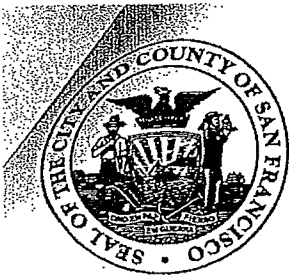
Training provided under the proposed Personal Services Contract (PSC) will be on how to enter data and monitor information on the payroll reporting system.

Each participating City employee will receive approximately 36 hours of training and then regular, periodic, as-needed sessions.

The number of employees to be trained is uncertain. The training will be for City engineers (Classifications 5241, 5207, 5209), construction management staff (Classification 1824) and contract compliance officers (Classifications 2992, 2978). Additional training and technical support will be available by telephone and is unlimited.

Thank you for your consideration.

Similar Approved PSC



CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE
MAYOR

E. DENNIS NORMANDY
PRESIDENT

KATE FAVETTI
VICE PRESIDENT

SCOTT R. HELDFOND
COMMISSIONER

MARY Y. JUNG
COMMISSIONER

March 9, 2012

NOTICE OF CIVIL SERVICE COMMISSION ACTION

SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACT NUMBERS 4093-11/12; 4094-11/12; 4017-09/10; 4021-07/08; 4165-07/08; 4101-07/08; 4108-08/09; 4047-07/08; 4085-08/09; AND 4149-07/08.

At its meeting of March 5, 2012 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

The Commission adopted the following: Adopted the report; Approved the request for proposed personal services 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

ANITA SANCHEZ
Executive Officer

Attachment

c: Cynthia Avakian, Airport Commission
Micki Callahan, Human Resources Director
Carina Carlos, Department of Public Works
Gordon Choy, Department of Public Works
Alaric Degrafinried, Public Utilities Commission
Marie de Vera, Department of Human Resources
Kendall Gary, Department of Technology
Shamica Jackson, Public Utilities Commission
LaWan Jones, Public Utilities Commission
William Lee, Department of Emergency Management
Brent Lewis, Department of Human Resources
Joan Lubamersky, General Services Agency
Maria Ryan, Department of Human Resources
Commission File
Chron

POSTING FOR
3/5/2012

**PROPOSED PERSONAL SERVICES CONTRACTS
MODIFICATION TO INCREASE CONTRACT AMOUNT/DURATION**

PSC No	Dept No	Dept Description	Approval Type	Modified Amount	Cumulative Total	Description of Work	Start Date - End Date
4017-09/10	40	Public Utilities Commission	Regular	\$30,000,000	\$29,000,000	As-needed services in the areas of: wastewater, stormwater, knowledge management, asset management, environmental, hazardous materials, and regulatory compliance; and health and safety.	1/1/2009 - 12/31/2017
4021-07/08	70	General Services Agency	Regular	\$186,588	\$959,763	OLSB is exercising an option in our contract to continue implementation of an employee outreach and education program on the City's labor laws. Primary activities are: community outreach program, employee workshops and trainings, and counseling and referral services. The program will continue to be conducted in as many languages as possible with a particular emphasis on disadvantaged and minority groups.	1/1/5/2007 - 1/31/2013
4165-07/08	70	General Services Agency	Regular	\$1,037,081	\$1,797,781	Under CA Labor Code Section 1776 And SF Admin. Code Section 6.22 (E) all construction contractors working under contracts issued by the City of San Francisco awarding bodies and performing work covered by prevailing wage requirements are required to provide certified payroll records (CPRs) to the City. The Office of Labor Standards Enforcement (OLSE) desires to exercise its option to extend a contract with a vendor to provide a software license (subscription to their services) for their web based electronic proprietary certified payroll reporting system hosted on their secure server. The system verifies pay rates or flags and communicates potential violations. Vendor will provide training to City contractors and City employees on use of the system.	7/1/2008 - 6/30/2015
4101-07/08	75	Dept of Technology	Regular	\$0	\$2,981,509	The contractor provide system software and special technical support services for the City's mainframe in the following areas: operating system (OS) system upgrades and customization; CICS (customer information control system) transaction server migration, Web-to-Host implementation, exploration of USS (Unix System Services) features, and technical system support for FAMIS (Financial Accounting Management Information System), the City financial and budgeting system.	12/1/2007 - 6/30/2015
4108-08/09	77	Emergency Management	Regular	\$1,772,495	\$3,947,495	The software known as ECAD, for B911 Computer Assisted Dispatch, occasionally requires enhancements or modifications to its software that runs the dispatch program for B911 calls. The modifications/enhancements improve the data collected by or displayed to B911 call takers and dispatchers. Two examples being 1) The ability to playback the historical movement of selected AVL units during a specific period of time; 2) Ability to send multiple messages to medical units on a call.	3/2/2009 - 12/31/2014

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: CONTROLLER -- CON

Dept. Code: CON

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

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

Type of Service: City Services Auditor Consulting Services

Funding Source: General Fund

PSC Amount: \$5,000,000

PSC Est. Start Date: 03/05/2018 PSC Est. End Date 03/04/2023

1. Description of Work

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

Perform specialized audit, analytical and technical assistance consulting and training services to maximize the effectiveness of the Controller's Office City Services Auditor function to assess and improve the financial condition and performance of City departments.

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

Proposition C, passed by the City's voters in November 2003, amending City Charter Section 3.105 to instruct the Controller to also serve as the City Services Auditor. Per Section F1 (112) of Appendix F, "the Controller shall be authorized to contract with outside, independent experts to assist in performing the requirements of this Appendix. In doing so, the Controller shall make good faith efforts as defined in Chapter 12D of the Administrative Code to comply with the provisions of Chapter 12 et seq. of the Administrative Code, but shall not be subject to the approval processes of other City Agencies."

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 provided through: PSC#4073-05/06 approved on 2/6/06 and amended on 4/16/07 and on 7/6/09. PSC#4042-11/12 approved on 10/17/11 and amended on 6/12/13. PSC#42855-13/14 approved on 4/7/14. PSC#40172-16/17 approved on 9/19/16 and amended on 7/24/17.

D. Will the contract(s) be renewed?

Contracts are not intended to be ongoing or long-term

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

not applicable

2. Reason(s) for the Request

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

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

B. Explain the qualifying circumstances:

Current civil service classes do not possess expertise for highly specialized audits, investigations, comparative or best practice analyses, and training services to improve City department performance. These highly specialized and certified services are intermittent and short-term and highly specialized in nature.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Contractors must have successfully performed at least two or more projects in a specified service area/type for a complex governmental organization or related enterprise and demonstrate expertise through firm and staff qualifications, project plans and approaches, and client references. Such services may include: financial, performance, and management auditing services; organizational and programmatic assessment and technical assistance services; establishing and implementing comparative jurisdictional performance.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1684, Auditor II; 1686, Auditor III; 1805, Performance Analyst II; 1823, Senior Administrative Analyst; 1824, Pr Administrative Analyst; 1825, Prnpl Admin Analyst II; 1830, Perf Analyst III Project Mgr; 0922, Manager I; 0923, Manager II; 0931, Manager III; 0933, Manager V;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: no

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

Based on the qualifications stated above, no civil service class normally performs this work, as it includes a wide range of scale, scope and required expertise based on numerous factors including policymaker and department head requests and needs identified on both a periodic and ad-hoc basis. Selected consultants would work with the following job classifications: 0922 Manager I, 0923 Manager II, 0931 Manager III, 0933 Manager V, 1684 Auditor II, 1686 Auditor III, 1805 Performance Analyst II, 1830 Performance Analyst III-Project Manager, 1823 Senior Administrative Analyst, 1824 Principal Administrative Analyst, 1825 Principal Administrative Analyst II. It is expected that services would result in cross training and knowledge transfer.

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

- A. Explain why civil service classes are not applicable.
Current civil service classes do not possess expertise for highly specialized audits, investigations, comparative or best practice analyses, and training services to improve City department performance.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. These services are short-term, intermittent, and specialized in nature.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
No. Current civil service classes do not possess expertise for highly specialized audits, investigations, comparative or best practice analyses, and training services to improve City department performance. These highly specialized and certified services are intermittent and short-term and highly specialized in nature.
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.

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

7. **Union Notification:** On 12/19/2017, the Department notified the following employee organizations of this PSC/RFP request:
Municipal Executive Association; 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: Melissa Ng Phone: 415-554-5109 Email: melissa.ng@sfgov.org

Address: City Hall, Room 306 San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 48282 - 17/18

DHR Analysis/Recommendation:
Commission Approval Required
DHR Approved for 03/05/2018

Civil Service Commission Action:

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org
To: Ng, Melissa (CON); kschumacher@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; camaguey@sfmea.com (contact); staff@sfmea.com; Ng, Melissa (CON); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 48282 - 17/18
Date: Tuesday, December 19, 2017 3:16:39 PM

RECEIPT for Union Notification for PSC 48282 - 17/18 more than \$100k

The CONTROLLER -- CON has submitted a request for a Personal Services Contract (PSC) 48282 - 17/18 for \$5,000,000 for Initial Request services for the period 03/05/2018 – 03/04/2023. 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/10458> 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)

CSA Appendix F

through the whistleblower/complaint hotline and website and the Controller's disposition of those complaints; and

(4) Where it deems appropriate, hold public hearings regarding the results of benchmark studies and audits to encourage the adoption of "best practices" consistent with the conclusions of the studies and audits. An audio or video recording of such hearings shall be made available for public inspection free of charge.

(Added November 2003)

F1.112. OUTSIDE EXPERTS.

(a) Notwithstanding any other provision of this Charter or any ordinance or regulation of the City and County of San Francisco, the Controller shall be authorized to contract with outside, independent experts to assist in performing the requirements of this Appendix. In doing so, the Controller shall make good faith efforts as defined in Chapter 12D of the Administrative Code to comply with the provisions of Chapters 12 et seq. of the Administrative Code, but shall not be subject to the approval processes of other City agencies. The Controller shall submit an annual report to the Board of Supervisors summarizing any contracts issued pursuant to this Section and discussing the Controller's compliance with Chapters 12 et seq. Contracts issued by the Controller pursuant to this Section shall be subject, where applicable, to the requirements of Section 9.118.

(b) No outside expert or firm shall be eligible to participate or assist in an audit or investigation of any issue, matter, or question as to which that expert or firm has previously rendered compensated advice or services to any individual, corporation or City department other than the Controller. The Controller shall adopt appropriate written regulations implementing this provision, and shall incorporate this requirement in all written contracts with outside experts and firms utilized pursuant to this Section.

(Added November 2003)

F1.113. CONTROLLER'S AUDIT FUND.

Notwithstanding any other provision of this Charter, the Mayor and Board of Supervisors shall be required to budget an amount equal to at least two-tenths of one percent (0.2%) of the City's overall budget, apportioned by fund and excluding bond related debt, to implement this provision. This amount shall be referred to as the Controller's Audit Fund, and shall be used exclusively to implement the duties and requirements of this Appendix, and shall not be used to displace funding for the non-audit related functions of the Controller's Office existing prior to the date this provision is enacted. If the funds are not expended or encumbered by the end of the fiscal year, the balance in the fund shall revert to the General Fund or the enterprise funds where it originated.

(Added November 2003)

F1.114. OPERATIVE DATE; SEVERABILITY.

(a) This charter amendment shall be operative on July 1, 2004. This amendment shall not affect the term or tenure of the incumbent Controller.

(b) If any section, subsection, provision or part of this charter amendment or its application to any person or circumstances is held to be unconstitutional or invalid, the remainder of the amendment, and the application of such provision to other persons or circumstances, shall not be affected.

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: CONTROLLER

Dept. Code: CON

Type of Request: Initial Modification of an existing PSC (PSC # 40172 - 16/17)

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

Type of Service: City Services Auditor Consulting Services

Funding Source: Annual Appropriation

PSC Original Approved Amount: \$5,000,000

PSC Original Approved Duration: 09/20/16 - 09/19/21 (5 years)

PSC Mod#1 Amount: \$2,499,999

PSC Mod#1 Duration: 07/05/17-12/31/23 (2 years 14 weeks)

PSC Cumulative Amount Proposed: \$7,499,999

PSC Cumulative Duration Proposed: 7 years 14 weeks

1. Description of Work

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

Perform specialized audit, analytical and technical assistance consulting and training services to maximize the effectiveness of the Controller's Office City Services Auditor function to assess and improve the financial condition and performance of City departments.

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

Proposition C, passed by the City's voters in November 2003, amending City Charter Section 3.105 to instruct the Controller to also serve as the City Services Auditor. Per Section F1 (112) of Appendix F,

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?

Contracts are not intended to be ongoing or long-term

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

The PSC request for over 5 years is required because the Controller's Office is mandated to increase the production of independent management and performance audits and performance reviews, review street and park maintenance standards, review citywide standards for contracting processes, and administer a whistleblower hotline and website for employee and citizen complaints (City Charter Appendix F: Authority and Duties of City Services Auditor). These highly specialized and certified services are intermittent and short-term and highly specialized in nature needed to assess and improve the financial condition and performance of City departments. these types of municipal financing advisory services required by the Office of Public Finance and other Controller's Office and City department staff are long-term in nature to ensure

continuity of operations and approval processes. The Municipal Financing Advisory Services span the following areas: general obligation bonds, certificates of participation, lease revenue bonds, Mello-Roos special tax bonds, tax allocation bonds, revenue bonds, tax-exempt commercial paper, and other forms of municipal financing.

2. Reason(s) for the Request

A. Display all that apply

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

Explain the qualifying circumstances:

Highly specialized and certified services are intermittent and short-term and highly specialized in nature

B. Reason for the request for modification:

This request is to increase the contract dollar amount and contract term

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Contractors must have successfully performed at least two or more projects in a specified service area/type for a complex governmental organization or related enterprise and demonstrate expertise through firm and staff qualifications, project plans and approaches, and client references. Such services may include: financial, performance, and management auditing services; organizational and programmatic assessment and technical assistance services; establishing and implementing comparative jurisdictional performance

B. Which, if any, civil service class(es) normally perform(s) this work? 1684, Auditor II; 1686, Auditor III; 1805, Performance Analyst II; 1823, Senior Administrative Analyst; 1824, Pr Administrative Analyst; 1825, Prnpl Admin Analyst II; 1830, Perf Analyst III Project Mgr; 0922, Manager I; 0923, Manager II; 0931, Manager III; 0933, Manager V;

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

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

Current civil service classes do not possess expertise for highly specialized audits, investigations, comparative or best practice analyses, and training services to improve City department performance.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. These services are short-term, intermittent, and specialized in nature.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
Current civil service classes do not possess expertise for highly specialized audits, investigations, comparative or best practice analyses, and training services to improve City department performance. These highly specialized and certified services are intermittent and short-term and highly specialized in nature.
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
no
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
yes
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
No.

7. **Union Notification:** On 07/18/17, the Department notified the following employee organizations of this PSC/RFP request:
Professional & Tech Engrs, Local 21; Municipal Executive Association;

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

Name: Melissa Ng Phone: 415-554-5109 Email: melissa.ng@sfgov.org

Address: City Hall, Room 306, San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 40172 - 16/17

DHR Analysis/Recommendation:
Commission Approval Not Required
Approved by DHR on 07/24/2017

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: CONTROLLER -- CON

Dept. Code: CON

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

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

Type of Service: City Services Auditor Consulting Services

Funding Source: Annual Appropriation

PSC Amount: \$5,000,000

PSC Est. Start Date: 09/20/2016

PSC Est. End Date 09/19/2021

1. Description of Work

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

Perform specialized audit, analytical and technical assistance consulting and training services to maximize the effectiveness of the Controller's Office City Services Auditor function to assess and improve the financial condition and performance of City departments.

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

Proposition C, passed by the City's voters in November 2003, amending City Charter Section 3.105 to instruct the Controller to also serve as the City Services Auditor. Per Section F1 (112) of Appendix F, "the Controller shall be authorized to contract with outside, independent experts to assist in performing the requirements of this Appendix. In doing so, the Controller shall make good faith efforts as defined in Chapter 12D of the Administrative Code to comply with the provisions of Chapter 12 et seq. of the Administrative Code, but shall not be subject to the approval processes of other City Agencies."

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 provided through: PSC#4073-05/06 approved on 2/6/06 and amended on 4/16/07 and on 7/6/09. PSC#4042-11/12 approved on 10/17/11 and amended on 6/12/13. PSC#42855-13/14 approved on 4/7/14.

D. Will the contract(s) be renewed?

Contracts are not intended to be ongoing or long-term

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

The Controller's Office is mandated to increase the production of independent management and performance audits and performance reviews, review street and park maintenance standards, review citywide standards for contracting processes, and administer a whistleblower hotline and website for employee and citizen complaints (City Charter Appendix F: Authority and Duties of City Services Auditor).

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:

Highly specialized and certified services are intermittent and short-term and highly specialized in nature

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Contractors must have successfully performed at least two or more projects in a specified service area/type for a complex governmental organization or related enterprise and demonstrate expertise through firm and staff qualifications, project plans and approaches, and client references. Such services may include: financial, performance, and management auditing services; organizational and programmatic assessment and technical assistance services; establishing and implementing comparative jurisdictional performance

B. Which, if any, civil service class(es) normally perform(s) this work? 1684, Auditor II; 1686, Auditor III; 1805,

Performance Analyst II; 1823, Senior Administrative Analyst; 1824, Pr Administrative Analyst; 1825, Prnpl Admin Analyst II; 1830, Perf Analyst III Project Mgr; 0922, Manager I; 0923, Manager II; 0931, Manager III; 0933, Manager V;

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

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

Based on the qualifications stated above, no civil service class normally performs this work, as it includes a wide range of scale, scope and required expertise based on numerous factors including policymaker and department head requests and needs identified on both a periodic and ad-hoc basis. Selected consultants would work with the following job classifications: 0922 Manager I, 0923 Manager II, 0931 Manager III, 0933 Manager V, 1684 Auditor II, 1686 Auditor III, 1805 Performance Analyst II, 1830 Performance Analyst III-Project Manager, 1823 Senior Administrative Analyst, 1824 Principal Administrative Analyst, 1825 Principal Administrative Analyst II. It is expected that services would result in cross training and knowledge transfer.

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

A. Explain why civil service classes are not applicable.

Current civil service classes do not possess expertise for highly specialized audits, investigations, comparative or best practice analyses, and training services to improve City department performance.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. These services are short-term, intermittent, and specialized in nature.

6. Additional Information

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
Current civil service classes do not possess expertise for highly specialized audits, investigations, comparative or best practice analyses, and training services to improve City department performance. These highly specialized and certified services are intermittent and short-term and highly specialized in nature.

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

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

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

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

7. Union Notification: On 07/22/2016, the Department notified the following employee organizations of this PSC/RFP request:

Municipal Executive Association; 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: Melissa Ng Phone: 415-554-5109 Email: melissa.ng@sfgov.org

Address: City Hall, Room 306 San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 40172 - 16/17

DHR Analysis/Recommendation:

Commission Approval Required

09/19/2016 DHR Approved for 09/19/2016

action date: 09/19/2016

Approved by Civil Service Commission

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: Substance Abuse Testing Services

Funding Source: 46% Federal; 38% State; 16% Local

PSC Amount: \$620,400 PSC Est. Start Date: 07/01/2017 PSC Est. End Date 06/30/2020

1. Description of Work

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

Contractor will administer and monitor alcohol and drug testing and usage through randomized substance abuse testing services to parents of families involved with child welfare services. Contractor will provide direct observation drug testing for clients on a range of substances, provide test results to assigned DHS staff, maintain records of all appointments (including missed appointments), and provide data collection results to protective service workers. Contractor will develop process for referrals for testing, actual testing, to work directly with clients on test scheduling and instructions, provide a web-based tracking and notification system, and report on confidential final results.

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

HSA relies on substance abuse testing services to establish family reunification for youths in the child welfare system. This service will allow caseworkers to resolve their youth caseloads more quickly by reconnecting with families for higher success rate of a positive welfare outcome. Denial of this will risk a child's welfare outcome and prolong welfare dependency.

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 and was not previously provided in the past.

D. Will the contract(s) be renewed?

Yes, it is possible the contract will be renewed pending funding availability.

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

not applicable

2. Reason(s) for the Request

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

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

B. Explain the qualifying circumstances:

The department does not have the capacity or facility to conduct laboratory testing services.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Experience with administering drug and alcohol laboratory testing and working with social service agencies.

- B. Which, if any, civil service class(es) normally perform(s) this work? 2402, Laboratory Technician I; 2416, Laboratory Technician II;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain:
Yes. The contractor will facilitate the full scheduling, instructions, packet/supplies and safe guard equipment to successfully draw specimen and return to lab for proper testing.

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

The civil service classes nor the City and County do not have the capacity to perform the laboratory services.

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

- A. Explain why civil service classes are not applicable.
Lab Technicians may perform similar work, but they are not trained in social services nor have the capability to collect specimens outside of the county, which is occasionally required. Laboratory test results with the goal of reunification may be used as evidence in the court of law. The civil service classes in the city and county do not have the capacity to perform the laboratory 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, it would not be practical to adopt a new civil service class to provide this service due to a lack of training in the welfare services or have the capability to collect specimens outside of the county.

6. Additional Information

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

**7. Union Notification: On 11/16/2017, 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 Street, Suite 300 San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 45801 - 17/18

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/05/2018

Receipt of Union Notification(s)

Ng, Judy (HSA)

From: Tsutakawa, John (HSA)
Sent: Thursday, November 16, 2017 2:09 PM
To: Ng, Judy (HSA)
Subject: FW: Receipt of Notice for new PCS over \$100K PSC # 45801 - 17/18

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

From: dhr-psccordinator@sfgov.org [mailto:dhr-psccordinator@sfgov.org] On Behalf Of john.tsutakawa@sfgov.org
Sent: Thursday, November 16, 2017 2:06 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; Ng, Judy (HSA); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 45801 - 17/18

RECEIPT for Union Notification for PSC 45801 - 17/18 more than \$100k

The HUMAN SERVICES -- DSS has submitted a request for a Personal Services Contract (PSC) 45801 - 17/18 for \$620,400 for Initial Request services for the period 07/01/2017 – 06/30/2020. 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/10322> 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

Request for Proposals (RFP # 731)

**Substance Abuse and Genetic Testing Services for
Human Services Agency**



Date issued:	January 6, 2017
Pre-proposal conference:	January 20, 2017, 10:00 AM
Proposal due:	February 3, 2017, 5:00 PM

**Request for Proposals (RFP #731) for
Substance Abuse and Genetic Testing Services for Human Services Agency
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I. Introduction and Tentative Schedule

A. Introduction

The City and County of San Francisco Human Services Agency (HSA) seeks proposals from qualified contractors to provide substance abuse and genetic testing services for families involved with Child Welfare Services.

HSA promotes well-being and self-sufficiency among individuals, families and communities in San Francisco. With a budget of around \$850 million and staff of 2,200, HSA serves approximately 200,000 San Franciscans – nearly one in four residents.

The purpose of substance abuse testing services is to monitor alcohol and drug usage through randomized testing for parents of families involved with Child Welfare Services within San Francisco County, with the ultimate goal of family reunification as a result of services.

The purpose of genetic testing services is to preserve and establish family relationships and to promote the financial, physical and emotional well-being of children through the establishment of paternity. HSA requires genetic testing services to assist in resolving issues of biological paternity in cases where an alleged father denies that he is a child's biological father, or in cases in which paternity is otherwise in question. Genetic testing is part of a larger array of services aimed toward reunification of foster children with families and maintaining foster children in their communities.

The estimated funding for each of the aforementioned service components is as follows:

1. Substance Abuse Testing Services	\$226,666
2. Genetic Testing Services	\$6,250

These amounts are subject to vary slightly depending on the final contract negotiations. HSA expects to make one award for each of the aforementioned service areas. However, it is possible to make a single award for both areas should one Respondent possess the necessary skills and experience to provide all services offered under the RFP. Each contract shall have an original term of three (3) years, effective from July 1, 2017 through June 30, 2020. In addition, HSA shall have the option to extend the term for either contract for a period up to two (2) additional years, which the Department may exercise in its sole, absolute discretion.

B. Tentative Schedule

The anticipated schedule for selecting a Grantee is:

<u>Proposal Phase</u>	<u>Date</u>
RFP issued by the City	January 6, 2017
Pre-Proposal Conference	January 20, 2017, 10:00 AM 1650 Mission St., Ste. 300, San Francisco, CA 94103
Deadline for Questions	January 24, 2017, 5:00 PM
Proposals due	February 3, 2017, 5:00 PM

II. Scope of Services

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

Service Area #1 – Substance Abuse Testing Services

Description of Services

Contractor shall provide the following services during the term of this Contract to help parents achieve reunification with their children:

- A. Referrals for drug testing services are initiated by the Child Welfare Worker (CWW) by email or fax, utilizing the designated County form. A completed referral is necessary prior to or immediately following urgent requests for services. A completed referral is comprised of the following information: client's full name, child's name, start date, end dates, phone, e-mail, and fax numbers. Referrals for substance abuse testing are based upon the requirements on the case plan of an open Child Welfare case. The duration of the drug testing shall not exceed 90 days. If the CWW wants to extend period for drug testing for more than 90 days, a new referral form must be submitted.
- B. On the referral form, the CWW will designate a day for the client's first testing and direct the client to visit the testing center on that day. Contractor will ensure that clients are designated for testing about 0-2 times a week/3-6 times a month on a randomized basis. After the first day of testing, the client will call in daily to find out the next testing day. Contractor will maintain a track record of appointments (including missed appointments) and test results via a secure web-based software application. These records shall be made available to the CWW, Program Analyst and Program Manager upon request. No testing shall be administered once the designated time period of testing is over. Unapproved testing over the designated time limit will not be paid.
- C. Contractor will complete an intake packet with the client on their first appointment. Contractor will provide instructions to clients on how to obtain information regarding the testing process and their responsibility for calling a recorded voicemail daily to see if they are scheduled to test the next day.
- D. The testing schedule shall be provided to the clients via a voicemail system. The voicemail shall be available daily after 5:00 PM.
- E. Contractor will place the individual into a random alcohol and drug testing through observed urine samples. The individual providing a urine sample will be observed only by trained employees of the same gender. Drug tests performed on the sample will include: THC, Opiates, Cocaine, Amphetamines, Methamphetamines, Phencyclidines, Benzodiazepams, and alcohol. CWW may also request for ETG testing for alcohol and hair follicle testing. Contractor may offer testing of other substances on an as needed basis. If a client needs testing for a substance not listed above, the Protective Services Worker (PSW) will note that under "other substances" on the referral form. Contractor will respond to the PSW and the Program Manager within 48 hours with information about whether testing can be done for that substance and a cost estimate. If the request is possible and not cost prohibitive, the Program Analyst or Program Manager will issue an approval.

- F. Contractor will send the securely packaged and properly labeled urine samples to a certified lab for handling. All samples submitted should have a 48 hour turnaround time, excluding holidays and weekends.
- G. Contractor will e-mail all test results to the requesting CWW as soon as they are received. Test results shall also be made available online.
- H. Contractor will give notification of any missed tests within 24 hours of the missed appointment. The Contractor will e-mail individual workers, informing them of the dates their clients did not come in to submit a test as scheduled (no-shows). This information shall also be documented on the secure website. There shall be no charge for the no-shows.
- I. Contractor will provide compliance letters as requested. These letters can include a summary of results. Contractor will only release test results to the designated caseworker or his/her supervisor within HSA.
- J. Contractor will take photos of clients who present for testing without a valid photo ID.
- K. Contractor will provide a web-based tracking and notification process. HSA CWWs will be provided directions on how to access records via a secure website. CWWs will use drug testing results in court reports and other documents as needed to aid in family reunification.
- L. Copies of the test results are not to be provided to clients.
- M. Contractor will provide a new test for the client when there is an inconclusive result or mishandling of collected samples with no additional charges. The new test will be a repeat of the original test and follow the same requirements.
- N. For clients residing outside of San Francisco, Contractor shall provide instructions for client to report to the nearest sample collection site to receive the same service outlined in A - M.

Service and Outcome Objectives

Data collected in Contract Year One will serve as a baseline for HSA to establish additional outcome targets in Year Two.

In addition to periodic review of statistical reports from Contractor, a focus group study with the Child Welfare Workers will be conducted annually to ensure that services provided by the Contractor are consistent with the agency's broader outcome objectives. The study will evaluate timeliness of test results, customer service satisfaction, usability of the secure website, and trends and demands in drug testing services. The study will be conducted by HSA and study results will be reviewed and used by HSA to identify areas for improvement and modify service practice as necessary.

Reporting Requirements

- A. Contractor will upload a **monthly** report of activities, referencing the tasks as described in Service Objectives section in the Contracts Administration, Reporting, Billing Online (CARBON) database by the 15th of the following month. Contractor shall upload a monthly report into CARBON. Required report data may be revised at HSA's discretion. Report format will be uploaded into

CARBON by HSA. No case identifying information shall be uploaded into CARBON. Data to be reported includes:

1. Number of referrals received for each testing type
 2. Number of completed tests for each testing type
 3. Number of tests results available within 24-48 hours for each testing type
 3. Number of clients testing for each testing type
 4. Number of clients with missed tests for each testing type
- B. Contractor will provide a **monthly** referral log sheet to the Program Analyst or Program Manger via email by the 15th of the following month. The log sheet will document the following information: referral date, client's Name and DOB, referring CWW, the type of testing requested, and duration of testing.
- C. Contractor will provide an **annual** report summarizing the accomplishments and challenges encountered by the Contractor. Contractor will enter the annual report in the CARBON database by the 15th of the month following the end of the program year.
- D. Contractor will provide Ad Hoc reports as required by the Department.
- E. Contractor will immediately notify the FCS Program Analyst or Program Manager if there are any problems or concerns related to services, communication, clients, or FCS personnel that cannot be resolved by the Contractor or the Social Worker, and require collaborative management efforts to resolve.

Service Area #2 – Genetic Testing Services

Description of Services

Contractor shall provide all aspects of parentage testing, including, but not limited to, specimen collection, scheduling, provision of supplies, shipping of material, genetic analysis, reporting of results, and educational training, and litigation support services, including expert testimony and consultations. Services will include, but will not be limited to:

1. Scheduling

Upon receipt of a referral, Contractor will schedule clients within 24-48 hours. In response to HSA requests, Contractor will coordinate specimen collections at the designated site in San Francisco as well as out-of-county and out-of-state when needed. As part of its routine service, Contractor will also facilitate collections at correctional facilities and/or court house.

2. Specimen Collection

Contractor will collect buccal swab and/or blood samples. Contact shall provide translation service to monolingual clients with no additional charge.

3. Transportation of Samples to Testing Laboratory

Contractor shall utilize secure overnight couriers to ship specimens in tamper-resistant packaging from the collection sites to its laboratory. Contractor shall inspect all incoming specimens packaging and paperwork to ensure that the integrity of the specimens has not been compromised and that the chain of custody for samples has been intact.

4. Testing

Contractor shall provide DNA testing performed on STR (Short Tandem Repeat) markers using PCR (Polymerase Chain Reaction) methodology. This is the most universal method of DNA testing used by the American Association of Blood Banks (AABB) accredited laboratories. All testing performed at Contractor's laboratories shall meet or exceed the specifications of the American Association of Blood Banks (AABB).

In addition, Contractor shall provide paternity testing in more complicated situations—for instance, when the alleged father is deceased. Contractor shall also conduct complex kinship tests to determine a biological relationship between relatives. Contractor shall archive of samples and paternity case files for the minimum time period of five (5) years as specified by the AABB or as mutually agreed upon.

5. Reporting

Once analytical data verification is complete, specimens are stored according to their unique case number, and documentation is forwarded to the appropriate department for processing. All documentation undergoes final review and verification, and paternity reports are signed by one of Contractor's doctoral-level staff, notarized, and mailed to DHS and uploaded to the Contractor's secure website. Contractor shall issue accurate and legally admissible paternity reports, including a minimum probability of paternity of 99.5 percent, with a turnaround time for test results of 2-5 days for a standard case. Test results will be available on a secure website for authorized individuals only.

6. Document and Sample Retention and Administration

All case files and specimens are stored on-site in sequential case number order, thus permitting immediate retrieval when necessary. Access is restricted to authorized personnel in all document storage areas. All electronic back-up files of case documentation are stored off-site, affording an additional level of security in the event of fire, flood or other disaster.

Service and Outcome Objectives

- A. Contractor will complete DNA tests for all HSA clients who show up for testing. Contractor will conduct sufficient testing to demonstrate exclusion or, in the alternative, inclusion with probability above the 99% level.
- B. Contractor will respond to all requests for DNA testing and provide a proposed testing date within 48 hours.
- C. 75% of all clients to be scheduled will be offered testing dates within one week.
- D. Contractor will provide testing for all incarcerated persons of interest within ten days from the date of the request (assuming court orders are provided on the day of request).
- E. Data collected in Contract Year One will serve as a baseline for HSA to establish additional outcome targets in Year Two.

Reporting Requirements

- A. Contactor will provide a **monthly** report of activities, referencing the tasks as described in Service and Outcome Objectives section. Contractor will enter the monthly metrics in the CARBON

database by the 15th of the following month. Contractor shall upload a monthly report into CARBON. Required report data may be revised at HSA's discretion. Report format will be uploaded into CARBON by HSA. No case identifying information shall be uploaded into CARBON. Data to be reported includes:

1. Number of referrals received
 2. Number of completed tests
 3. Number of tests results available within 2-5 days
 4. Number of clients with missed tests
- B. Contractor will provide a **monthly** referral log sheet to the Program Analyst or Program Manger via email by the 15th of the following month. The log sheet will document the following information: referral date, client's Name and DOB, referring CWW, the appointment date, and test result date.
- C. Contractor will provide a **quarterly** report of activities, referencing the tasks as described in Section VII & VIII- Service and Outcome Objectives. Contractor will enter the quarterly metrics in the CARBON database by the 15th of the month following the end of the quarter.
- D. Contractor will provide an **annual** report summarizing the contract activities, referencing the tasks as described in Section VII & VIII- Service and Outcome Objectives. This report will also include accomplishments and challenges encountered by the Grantee. Grantee will enter the annual metrics in the CARBON database by the 15th of the month following the end of the program year.
- E. Contractor will provide Ad Hoc reports as required by the Department.

III. Submission Requirements

A. Time and Place for Submission of Proposals

Proposers shall submit one (1) electronic pdf copy of the proposal to HSARFP@sfgov.org and david.flores@sfgov.org. Electronic file title should include the RFP number, agency name, number of files submitted (i.e. 1 of 4). Proposals must be received by **5:00 p.m., on February 3, 2017**. Late submissions will not be considered. Supplemental documents or revisions after the deadline will not be accepted.

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

Please note: Respondents must submit a separate proposal package with all of the information listed in Sections III.C below for each service area the Respondent chooses to apply for. The proposals for each service area will be evaluated separately, even if one respondent elects to submit proposals to provide both services.

B. Format

For word processing documents, it is preferred that text is unjustified (i.e., with a ragged-right margin) and a serif font (e.g., Times Roman, and not Arial) of no smaller than 12 pt. is used, and that pages have margins of at least 1" on all sides (excluding headers and footers).

C. Content

Organizations interested in responding to this RFP must submit the following information, in the order specified below. All proposals for funding must be developed using the format below. This is necessary so that all

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: SSA/SSI Screening and Application Assistance

Funding Source: 17% Federal; 15% State; 68% Local

PSC Amount: \$343,874 PSC Est. Start Date: 07/01/2017 PSC Est. End Date 06/30/2019

1. Description of Work

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

Contractor will provide screening for potential SSA/SSI eligibility, thorough information gathering for completing SSA/SSI applications, data tracking and maintenance, follow through with appeals in the legal process, coordination with SSA, data reporting, benefits maintenance/retention assistance, training, evaluate cases for financial implications, and the similar support in the management of SSA/SSI on behalf of children, youth, and non-minor dependents or wards in foster care placements.

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

This service screens approximately 869 children, youth, and non-minor dependents and wards currently in the foster care system for SSI eligibility. Denial of this service will prevent health and human services to this vulnerable population whom are eligible but are unaware of where or how to apply. The timing is critical because failure to establish eligibility before leaving foster care will create disruptions in aid and make it difficult for the client to apply as an adult.

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.

Contractor provided this service under a prior contract that expired on June 30, 2017 with PSC 2001-08/09.

D. Will the contract(s) be renewed?

Yes, it is possible the contract will be renewed pending funding availability.

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

2. Reason(s) for the Request

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

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

B. Explain the qualifying circumstances:

This specialized service is need-based due to high demand and volume of the vulnerable population at the moment. And based on past case trends, fluctuations in volume of work vary at any given time.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: The SSI/SSA eligibility process is a specialized field is complex and lengthy in nature that requires knowledge of the SSI/SSA system, the SSA application process, disability determination process for children including any necessary medical screenings, classification of regulation basis codes under disability insurance for SSI, eligibility requirements, program allowances, appeals procedures, reassessments, and rules and regulations of benefits for children. Contractor, selected through RFP 574 in a competitive bid, is specialized in this field of work with experience in assisting with SSI/SSA application and maintenance, provide legal consultant services in appeals, screen all youths for potential eligibility mandated by Assembly Bill 1331, and provide guidance to the foster youth population.
- B. Which, if any, civil service class(es) normally perform(s) this work? 2905, Senior Eligibility Worker; 2907, Eligibility Worker Supervisor; 2910, Social Worker; 2912, Senior Social Worker; 8177, Attorney (Civil/Criminal);
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain:
No, this service is information-based.

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

There are no civil service classes in the City that has the capacity to perform this specialized service in both social work and legal expertise in the appeals procedures.

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

- A. Explain why civil service classes are not applicable.
This specialized work is need-based and requires subject matter experts in both the SSA/SSI system and experience working with youths with disabilities in legal matters currently not available through Civil Service positions.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, it would not be practical to adopt a new civil service class to provide this service due to a lack of training in the various areas of SSI/SSA processes, eligibilities, SSA/SSI program allowances, disability classifications, experience working with youths with disabilities, and ability to provide legal representation.

6. Additional Information

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

7. **Union Notification:** On 11/08/2017, the Department notified the following employee organizations of this PSC/RFP request:
Municipal Attorney's Association; SEIU 1021 Miscellaneous

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

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 49877 - 17/18

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/05/2018

Receipt of Union Notification(s)

Ng, Judy (HSA)

From: Tsutakawa, John (HSA)
Sent: Wednesday, November 08, 2017 1:49 PM
To: Ng, Judy (HSA); Broussard, Alicia (HSA)
Subject: FW: Receipt of Notice for new PCS over \$100K PSC # 49877 - 17/18

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

From: dhr-psccordinator@sfgov.org [<mailto:dhr-psccordinator@sfgov.org>] On Behalf Of john.tsutakawa@sfgov.org
Sent: Wednesday, November 08, 2017 1:46 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; Ng, Judy (HSA); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 49877 - 17/18

RECEIPT for Union Notification for PSC 49877 - 17/18 more than \$100k

The HUMAN SERVICES -- DSS has submitted a request for a Personal Services Contract (PSC) 49877 - 17/18 for \$343,874 for Initial Request services for the period 07/01/2017 – 06/30/2019. 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/10258> 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

Ng, Judy (HSA)

From: Ng, Judy (HSA)
Sent: Friday, February 09, 2018 1:20 PM
To: 'sfveloce@yahoo.com'
Subject: Receipt of Notice for new PCS over \$100K PSC # 49877 - 17/18
Attachments: Receipt of Notice for new PCS over \$100K PSC # 49877 - 17/18; 49877 - 17-18.pdf
Importance: High

Hi Sean,

Hope you are well. I am providing to you the Union Notification (attached email) for services defined in PSC #49877-17/18 (attached PDF). The PSC is anticipated for the March 5th, 2018 Civil Service Commission meeting. Should there be any questions or concerns, please feel free to contact me.

Kind regards,

Judy Ng

Contract Manager
San Francisco Human Services Agency (HSA)
Tel: 415-355-3697
Email: judy.ng@sfgov.org

From: DHR-PSCCoordinator, DHR (HRD)
Sent: Friday, February 09, 2018 11:52 AM
To: Tsutakawa, John (HSA); DHR-PSCCoordinator, DHR (HRD)
Cc: Ng, Judy (HSA)
Subject: RE: correction to a PSC asa not ready for review
Importance: High

Hi John and Judy,

Please forward the union notifications to Municipal Attorney's Association (MAA). Attorneys are represented by MAA and they were not notified.

Reminder: Always check the "Receipt of Notice" to make sure all the correct unions are notification. Not all unions are part of the PSC database.

Please email me once it is done.

Thank you,



Connecting People with Purpose

Suzanne Choi, Citywide PSC Coordinator
Department of Human Resources
One South Van Ness Ave., 4th Floor
San Francisco, CA 94103
Phone: (415) 557-4886
Website: www.sfdhr.org

Additional Attachment(s)

City and County of San Francisco

Request for Proposals #574 for

**SSI SCREENING, APPLICATION ASSISTANCE, SSI
BENEFIT MAINTENANCE/RETENTION AND SSI DATA
MANAGEMENT ASSISTANCE**



Date issued: October 23, 2013
Pre-Proposal Conference Date: October 29, 2013, 10:00a.m.
Response due: November 15, 2013, 3:00p.m.

**RFP #574 – SSI SCREENING, APPLICATION ASSISTANCE, SSI BENEFIT MAINTENANCE/
RETENTION, AND SSI DATA MANAGEMENT ASSISTANCE**

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**RFP #574 – SSI SCREENING, APPLICATION ASSISTANCE, SSI BENEFIT MAINTENANCE/
RETENTION, AND SSI DATA MANAGEMENT ASSISTANCE**

I. Introduction and Schedule

A. General

The San Francisco Human Services Agency (HSA) and its Family and Children's Services (FCS) division announce their intent to seek a qualified pool of respondents to provide professional services in the area of SSI Screening, Application Assistance, Benefit Maintenance/Retention, and SSI Data Management Assistance.

Successful respondents will provide screening, assistance with the completion and processing of applications, application tracking, training, leadership with SSA collaboration and policy/regulatory coordination, data management solutions, reporting, support for maintenance and re-screening, emerging SSA practices consultation, and support to retain linkage to SSI eligibility.

FCS oversees the county child protective service functions including the child abuse hotline and investigations, family maintenance and reunification, and permanent placement. The mission of FCS is to protect children, maintain and reunify families, and obtain safe permanent care for children, youth, or non-minors dependents that cannot be reunified with their families. Financial stability is a key factor to ensure families have the resources necessary to maintain stability or reunify and provide safe placement. A child or youth may enter foster care, a substitute care environment, if deemed necessary due to abuse and/or neglect. The Foster Care Eligibility (FCE) units within FCS are responsible for the issuance of all benefits to substitute care providers (SCP) on behalf of children, youth, and non-minor dependents in foster care. Foster Care Eligibility is committed to ensuring that all children, youth, and non-minor dependents in its custody and wards under the jurisdiction of the Juvenile Court are screened for and receive all Federal or State benefits that they are entitled to. Furthermore, it is the agency's intent to maintain a linkage to SSI eligibility post court dismissal and transition management of the SSI case to the family.

In 2006, California Assembly Bill – AB 1633 provided direction to county child welfare agencies mandating the screening and application of SSI benefits of behalf of dependents and wards in foster care. The State Department of Social Services issued an All County Letter (07-09) [<http://www.ssitransitions.org/pdfs/ACL%2007-09%20-%20implementing%20AB%201633.pdf>] on February 6, 2007 providing instructions to counties for implementation. Counties are mandated to be the representative payee and to create and manage maintenance and dedicated accounts when SSI benefits are awarded/received. The California Assembly further strengthened this mandate by passing AB 1331 in 2007. The State Department of Social Services issued an All County Letter (08-12) [<http://www.dss.cahwnet.gov/lettersnotices/entres/getinfo/acl08/08-12.pdf>] on March 19, 2008 with instructions related to ensuring that youth exiting care due to age are screened for SSI and applied for no later than 17 ½ years of age. A screening is considered to be an administrative review of child welfare and health records, identifying gaps in information and obtaining necessary documentation for SSI applications. In addition, mandates require the assurance that SSI benefits are maintained until youth leave the system. With the passage of California Assembly Bill – AB 12 in 2010, non-minors who have reached the age of 18, but are under the age of 21, may remain in foster care. To address the needs of this non-minor dependent (NMD) population, it is necessary to apply adult SSI rules/requirements in the maintenance and retention of benefits. It is the intent of FCS to ensure that all mandates are fully documented in agency policy, supported through practice, outcomes measured, and the system continuously reviewed for improvements and accountability.

**RFP #574 – SSI SCREENING, APPLICATION ASSISTANCE, SSI BENEFIT MAINTENANCE/
RETENTION, AND SSI DATA MANAGEMENT ASSISTANCE**

This contract shall have an original term of forty two (42) months tentatively effective from January 1, 2014 to June 30, 2017. In addition, the City shall have two (2) options to extend the term for a period of one year each, which the City may exercise in its sole, absolute discretion. These services will be supported through funding from the City and County of San Francisco and Federal grants and is estimated to be \$150,250 annually. HSA expects that the work accomplished through this RFP will be done by the respondent, and does not intend to create any sub contacting opportunities through this RFP. Depending on the capacity of the pool of qualified applicants established through this solicitation and anticipated need, the Agency reserves the right to issue a single or multiple contracts for these services.

Please note: Contractors entering into agreements with HSA must commit to fulfilling the reporting requirements that correspond with the applicable state, federal, and/or grant funding the contract. In the event the Contractor fails to fulfill these requirements, HSA will direct the Contractor to reduce its budget accordingly and/or terminate the contract.

The funding available for a given contract can vary for multiple reasons including those outside of HSA and Contractor's control, including reduction of participant funding at the state or federal level for contracted activities. Regardless of the reason, HSA may need to instruct the Contractor to adjust its budget. These adjustments, if needed, would occur on an annual or semi-annual basis (depending on magnitude of change and service impact).

Contractors receiving payment from HSA to provide the services under this RFP are prohibited from claiming reimbursement for the same services from SSA as a representative payee.

B. Schedule

The anticipated schedule for selecting a contractor is:

<u>Qualification Phase</u>	<u>Date</u>
RFP issued by the City	October 23, 2013
Pre-Proposal conference	October 29, 2013 at 10:00AM 1650 Mission St, Ste 300, SF, CA 94103
Deadline for Questions	November 5, 2013 at 3:00PM
Proposals due	November 15, 2013 at 3:00PM

RFP #574 – SSI SCREENING, APPLICATION ASSISTANCE, SSI BENEFIT MAINTENANCE/RETENTION, AND SSI DATA MANAGEMENT ASSISTANCE

II. Scope of Work

There are approximately 1,100 children, youth, and non-minor dependents in foster care in the City/County of San Francisco. Non-minor dependents are at least 18 years old and may remain in care up to the age of 21. The chosen contractor will be working with a combination of child welfare dependents and probation wards. The ages of current dependents and wards is illustrated in the table below:

Foster Care Children by Supervising Agency	DHS	Probation	Total
0 - 5 years	210	0	210
6 - 10 years	142	0	142
11 - 15 years	248	16	264
16 - 17 years	130	38	168
18+ years	236	61	297
All Children	966	115	1,081

The Scope of Work is to be used as a general guide and is not intended to be a complete list of all work necessary to complete the project. In general, the contractor will provide screening for potential SSI eligibility, assist in obtaining information necessary and completing SSI applications, application tracking and appeals, coordination with SSA, data reporting and maintenance/retention assistance, training, and the similar support in the management of SSI on behalf of children, youth, and non-minor dependents in foster care. A screening is considered to be an administrative review of child welfare and health records, identifying gaps in information and obtaining necessary documentation for SSI applications. For additional detail on SSI Screening, Application Assistance, SSI Benefit Maintenance/Retention, and SSI Data Management, please refer to Appendix B to this Request for Proposals (RFP).

III. Submission Requirements

A. Time and Place for Submission of Response Packages

Response packages must be received by 3:00 p.m., on November 15, 2013. Postmarks will not be considered in judging the timeliness of submissions. Proposals may be delivered in person and left with **David Flores, Jr., MPA at 1650 Mission Street, Suite 300, San Francisco, CA 94103. Tel: (415) 557-5365. E-mail: David.Flores@sfgov.org**

Proposers shall submit **three (3) hard** copies and one (1) electronic pdf copy of the proposal clearly marked **“RFP #574 – SSI Screening, Application Assistance, SSI Benefit Maintenance/Retention, and SSI Data Management”** to the above location. Proposals that are submitted by fax will not be accepted. Late submissions will not be considered.

B. Format

In an effort to conserve resources, please print double-sided to the maximum extent practical, and bind the proposal with a binder clip or single staple. Please do not bind your proposal with a spiral

Additional Attachment(s)

Prior or Similar Approved PSC



Edwin M. Lee, Mayor

Department of Human Services
Department of Aging and Adult Services

Trent Rhorer, Executive Director

MEMORANDUM

DATE: October 10, 2013

TO: Leorah Dang, DHR-PSC Coordinator
Department of Human Resources (Dept. 33)

FROM: David Curto, PSC Coordinator
David Flores, Jr., MPA, Principal Administrative Analyst
Human Services Agency (Dept. 45)

RE: Request for Administrative Approval of PSC Modification (less than 50%)

PSC No: 2001-08/09

Approval Date: March 2, 2009

Description of Services: **Provide training, respite care, counseling, crisis intervention, childcare and reunification efforts to help maintain foster children in their communities.**

Original Approved Amount: \$65,000,000
 Modification 1 Amount: \$0
 Total Amount as Modified: \$65,000,000

Original Approved Duration: 7/1/09-6/30/14
 Modification 1 Duration: 7/1/14-6/30/18
 Total Duration as Modified: 7/1/09-6/30/18

Reason for the modification: to align the PSC authority (amount) with the contract authority.

Attachments: Copy of original PSC and Notice of Action.

FOR DEPARTMENT OF HUMAN RESOURCES USE

DHR Action: Approved

Approval Date: 10/22/2013

By: Micki Callahan
Micki Callahan, Human Resources Director

Fw: Request for Administrative Approval of PSC Modification (less than 50%)

pattie.tamura, brook.demmerle, supreet.pabra;
David Flores to: Maria Guillen, George Diaz, sjenkins, kcarter, 10/18/2013 11:07 AM
atonisson, pcoovington, glouie, kbyrne, mseville,
Bcc: Alicia Broussard

Please be advised that the Human Services Agency has requested administrative approval to extend the terms of PSC 2001-08/09 for provision of foster care services and PSC 2002-08/09 for provision of community-based family resource centers.

David Flores, Jr., MPA
Principal Administrative Analyst
City and County of San Francisco
Human Services Agency
Office of Contract Management
1650 Mission St, Ste 300
San Francisco, CA 94103
(415) 557-5365 (Phone)
(415) 557-5679 (FAX)

----- Forwarded by David Flores/DHS/CCSF on 10/18/2013 11:00 AM -----


From: David Flores/DHS/CCSF
To: Leorah.Dang@sfgov.microsoftonline.com,
Cc: David Curto/DHS/CCSF@CCSF
Date: 10/10/2013 09:28 AM
Subject: Request for Administrative Approval of PSC Modification (less than 50%)


Leorah:

The Human Services Agency wishes to extend the terms of PSC 2001-08/09 for provision of foster care services and PSC 2002-08/09 for provision of community-based family resource centers. I've attached the renewal applications, original summaries, and notices of action for each PSC.

Thank you in advance for your assistance,

David

 Request for Administrative Approval of PSC Modification 2001-08-09 101013.pdf

 Request for Administrative Approval of PSC Modification 2002-08-09 101013.pdf

David Flores, Jr., MPA
Principal Administrative Analyst
City and County of San Francisco
Human Services Agency
Office of Contract Management
1650 Mission St, Ste 300
San Francisco, CA 94103
(415) 557-5365 (Phone)

2001-08/09
Original



CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

GAVIN NEWSOM
MAYOR

March 5, 2009

NOTICE OF CIVIL SERVICE COMMISSION ACTION

SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACT NUMBERS 2000-08/09 THROUGH 2009-08/09.

At its meeting of March 2, 2009 the Civil Service Commission had for its consideration the above matter.

PLEASE NOTE: *It is important that a copy of this action be kept in the department files as you will need it in the future as proof of Civil Service Commission approval.*

It was the decision of the Commission to:

- (1) Postpone PSC #2002-08/09; 2003-08/09 and 2005-08/09 to the meeting of March 16, 2009 at the request of SBIU Local 1021. The Commission stipulated this will be the last continuance granted.
- (2) Adopt the Human Resources Director's report on PSC #2000-08/09; 2001-08/09; 2004-08/09 and 2007-08/09 through 2009-08/09 on the condition that: 1) IFPTE Local 21 and the Human Services Agency meet to discuss their concerns regarding funding options for the transition of work performed by Class 2819 and 2822 Health Educators and Assistant Health Educators back to the City, in conjunction with the Department of Public Health; 2) a written report on the progress submitted to the Civil Service Commission no later than six (6) months (September 7, 2009) and 3) Human Services Agency continue to meet and discuss in good faith with IFPTE Local 21 other classifications, the work of which could possibly be transitioned back to the City. Notify the offices of the Controller and the Purchaser.
- (3) Adopt the Human Resources Director's report on PSC #2006-08/09. Notify the offices of the Controller and the Purchaser.

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

CIVIL SERVICE COMMISSION

ANITA SANCHEZ
Executive Officer

Attachment

- cc: Micki Callahan, Human Resources Director
- David Curto, Human Services Agency
- Jennifer Johnston, Department of Human Resources
- Naomi Kelly, Office of Contract Administration
- Brigitte Rockett, Department of Human Resources
- Ben Rosenfield, Controller
- Alexis Torres, IFPTE Local 21, 1182 Market Street, Ste. 425, SF, CA 94102
- Margot Reed, SBIU Local 1021, 350 Rhode Island St., Ste. 100 South Bldg, SF, CA 94103
- Commission File
- Chron

POSTING FOR
February 02, 2009

RECOMMENDED APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACTS

ESC No.	Dept/Agency	Agency Name	Approval Type	Contract Amount	Description of Work	Duration
2000-08/09	45	Human Services Agency	Continuing	\$ 7,500,000.00	Will provide orientations, induction training, home studies, and post-adoption services to the families, and facilitating the matching of adoptive families to San Francisco children in the foster care system.	30-Jun-14
2001-08/09	45	Human Services Agency	Continuing	\$ 85,000,000.00	Will provide training, respite care, counseling, crisis intervention, childcare and reunification efforts to help maintain foster children in their communities.	30-Jun-14
2002-08/09	45	Human Services Agency	Continuing	\$ 26,500,000.00	Will provide services to community-based family resource centers that operate to serve all parents for specific parenting skills, parenting guides, crisis counseling and intervention.	30-Jun-14
2003-08/09	45	Human Services Agency	Continuing	\$ 180,000,000.00	Will provide childcare services to low-income and CalWorks families through partnerships with other state licensed providers in various identified target neighborhoods.	30-Jun-14
2004-08/09	45	Human Services Agency	Continuing	\$ 230,000,000.00	Will provide supportive housing services including case management, money management and tenant support to individuals and families living in shelters, single resident occupancy hotels and transitional or permanent housing.	30-Jun-14
2005-08/09	45	Human Services Agency	Continuing	\$ 38,500,000.00	Will provide outreach, counseling, employment services, vocational training, work readiness, referral and placement services, job retention support and follow-up to CalWorks and PAES (Parental Assisted Employment Services) and other low-income individuals.	30-Jun-14
2006-08/09	45	Human Services Agency	Continuing	\$ 25,415,000.00	Will provide support services to the Agency include but not are limited to the following: legal process services, courier services, fiscal intermediary (employer agent/payroll services for welfare to work clients), credit checks, and equipment maintenance.	30-Jun-14
2007-08/09	45	Human Services Agency	Continuing	\$ 327,750,000.00	Will provide a central registry, enrollment in a comprehensive health benefit system, advocacy and support services for 18,000 homeless workers. Provides the contract model HSS as mandated.	30-Jun-14
2008-08/09	45	Human Services Agency	Continuing	\$ 76,750,000.00	Will provide homeless individuals and families with emergency shelter services and meals. Services may include sleeping facilities (bed, bedding and storage space), meals/procedures, laundry facilities, and voluntary case management.	30-Jun-14
2009-08/09	45	Human Services Agency	Continuing	\$ 14,050,000.00	Will provide individuals and families who are homeless or at-risk for homelessness with drop-in access to services, shelter bed reservations and respite from the streets.	30-Jun-14
4006-08/09	22	Department of the Environment	Regular	\$ 80,000.00	Will provide Charter bus transportation for the School Education Program's environmental field trips for grades K-12 students.	31-Dec-13
4007-08/09	22	Department of the Environment	Regular	\$ 284,000.00	Will provide consulting to develop long-term strategy for Clean Air Program, advise on latest technology, and support and outline funding options for Clean Air projects.	30-Jun-13

PERSONAL SERVICES CONTRACT SUMMARY

DATE: January 7, 2009

DEPARTMENT NAME: Department of Human Services DEPARTMENT NUMBER 45

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

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

TYPE OF SERVICE: Foster Care Services

FUNDING SOURCE: Federal, State, County and Private Foundations

PSC AMOUNT: \$13,000,000/annual \$65,000,000/term PSC DURATION: 7/1/09 through 6/30/14

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

Services include recruitment and support to prospective and existing foster and kinship parents. These services provide training, respite care, counseling, crisis intervention, childcare and reunification efforts to help maintain foster children in their communities. Services provided to children in foster care, include therapeutic services, tutoring, and independent living skills, mental and general health services.

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

Foster parenting is highly stressful. Without the support services it is likely that the County would be unable to maintain/expand its pool of foster and kinship care families. Foster youth who were not reunified with their families or adopted are more likely to become incarcerated, homeless, or become teen parents. If housing and support services are not available, it is unlikely that these youth will enroll in higher or vocational education programs, secure housing or obtain employment.

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):

Services previously provided under PSC 2014-04/05.

D. Will the contract(s) be renewed: Yes, pending funding availability, contractor performance and competitive procurement processes.

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

Table with 3 columns: Union Name, Signature of person mailing/faxing form, Date. Row 1: 1021, [Signature], December 10, 2008. Row 2: 21, [Signature], December 10, 2008.

RFP sent to [Union Name], on [Date], [Signature]

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:

Established organizations that have demonstrated their effectiveness in providing services to foster parents, foster and emancipated youth, and to families interested in fostering children in the County's foster care system. Organizations must be culturally competent and able to work with families who are proficient in languages other than English.

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

The following classifications perform similar services, in some respects, with those identified in the attachment. The classifications that appear to be most relevant are: 2910 Social Worker, 2912 Senior Social Worker, 2914 Social Worker Supervisor, 2940 Protective Services Worker, 2944 Protective Services Supervisor, 2904 Human Services Technician.

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 Civil Service Classes listed in 3B do perform some of this work in conjunction with the services outsourced to Community-based organizations. The Community-based organizations are best suited to recruit and train foster and adoptive parents and can outreach to all counties and other states.

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

No, because several civil service classes already exist that perform portions of these services.

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

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

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

B. Will the contractor train City and County employees?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

- 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? **Human Services Commission**

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

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

<input checked="" 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

David M. Curto

(415) 557-5581

Print or Type Name

Telephone Number

1650 Mission Street, Suite 300

San Francisco, CA 94103

Address

PSC CONTRACTS: FOSTER CARE SERVICES 2008					
NAME					
Japanese Community Council	(ILS)				
Seneca	(Wrap around services)				
Family Support Services of the Bay Area		(Respite-Foster Parents)			
Family Support Services of the Bay Area		(Mildly ILL)			
Family Support Services of the Bay Area		(Family Preservation)			
Edgewood Center for Children		(Kinship Svcs)			
Edgewood Center for Children		(THP+)			
Friends Outside		(Incarcerated parents services)			
Larkin Street Youth		(Castro Street Youth)			
Larkin Street Youth		(Youth Prevention)			
Leaders in Comm Alternatives		(Drug Testing)			
Orchid Cell Mark		(Paternity Testing)			
Public Consulting Grp		(Benefits Screening-Youth)			
Salvation Army		(THP Plus)			
San Francisco State Univ		(Foster Parent Trng)			
San Francisco State Univ		(Title IV-E)			
San Francisco State Univ		(Bilingual)			
Nat'l Council on Crime & Delinquency		(SafeMeasures)			
Nat'l Council on Crime & Delinquency		(SDM)			
Mt. St. Joseph/St. Elizabeth		(Family Preservation)			
Homeless Prenatal		(Peer Parent)			
Homeless Prenatal		(S/A services)			
Hansine Fisher		(TCM consulting)			
GIRLS 2000		(Parent Advisory Council)			
First Place for Youth		(THP Plus)			
APA Family Support Services		(In Home)			
Family Justice					
TBD		Fostercare Services			

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: FIRE DEPARTMENT -- FIR

Dept. Code: FIR

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

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

Type of Service: Firefighting Personal Protective Equip Repairs and Alterations

Funding Source: General Fund

PSC Amount: \$750,000

PSC Est. Start Date: 12/01/2017 PSC Est. End Date 11/30/2020

1. Description of Work

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

Repair, maintenance, and specialized cleaning of the Personal Protection Equipment (PPE) worn by Fire Department personnel. Repairs and alterations must be done in conformance with National Fire Protection Agency (NFPA) standards to ensure Department compliance. This contract also contains provisions for limited training and repair of Fire Station Wash Extractors on an as-needed basis.

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

Members of the San Francisco Fire Department wear PPEs to protect them from a variety of hazardous situations and materials. It is a health and safety issue that this equipment be maintained and repaired per the manufacturer's specifications. When it is too hazardous for SFFD members to clean their PPEs, then they are sent to a vendor who will remove the particulates and biological agents so that members are not exposed to cancerous and potentially life threatening substances. This contract would cover repairs to the PPE to allow for safe use.

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

In the past, SFFD procured these services as needed. However, given an increased emphasis on cancer-prevention and a revised PPE cleaning policy for the Department, a term contract is the appropriate mechanism.

D. Will the contract(s) be renewed?

Yes, the Department hopes to have these services on contract on an indefinite basis to address the industry's emphasis on cancer-prevention for fire suppression personnel.

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).

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:

The services of cleaning, repairing and altering Personal Protective Equipment of fire personnel are both on a cyclical and peaks in workload-bases. These services are mandated under NFPA 1851. There are no Civil Service classifications that perform this highly-specialized, certified expertise. Moreover, the City does not have the equipment to perform such services.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Contractor must be a third party verified Independent Service Provider (ISP), certified to perform advance inspection, cleaning and repair processes per current requirements under NFPA #1851: Standard on Selection, Care and Maintenance of Protective Ensembles for Structural Firefighting and Proximity Firefighting.
- 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. All work completed by vendor will be on vendor premises using equipment provided by the vendor. The Department does not have this capacity nor the equipment required.

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

There are no Civil Service classifications that perform this work, nor possess NFPA 1851 certification to perform these services as required.

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

- A. Explain why civil service classes are not applicable.
A vendor/individual who cleans the Department's PPE must be certified to NFPA 1851. Currently, there are no City classifications that perform these services, nor have the required NFPA 1851 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, it would not. This is a very specialized service, and it is only applicable to one Department in the City (Fire). It would not be practical to create a new Civil Service classification specifically for it.

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 to Department personnel, as this is a specialized service requiring NFPA 1851 certification.
- C. Are there legal mandates requiring the use of contractual services?
Yes. These services are required by NFPA 1851.
- 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 10/13/2017, 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: Mark Corso Phone: 558-3417 Email: mark.corso@sfgov.org

Address: Mark Corso, Finance and Planning Division, 698 2nd Street San Francisco, CA 94107

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 46858 - 17/18

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/05/2018

Receipt of Union Notification(s)

Bushong, Jesusa (FIR)

From: dhr-psccordinator@sfgov.org on behalf of mark.corso@sfgov.org
Sent: Friday, October 13, 2017 11:48 AM
To: Corso, Mark; 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@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; Bushong, Jesusa (FIR); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 46858 - 17/18

RECEIPT for Union Notification for PSC 46858 - 17/18 more than \$100k

The FIRE DEPARTMENT -- FIR has submitted a request for a Personal Services Contract (PSC) 46858 - 17/18 for \$750,000 for Initial Request services for the period 12/01/2017 – 11/30/2020. 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/10183> 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)

NFPA 1851 - Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting Scope

1.1 Scope. 1.1.1 This standard shall specify the minimum selection, care, and maintenance requirements for structural fire fighting protective ensembles and the individual ensemble elements that include garments, helmets, gloves, footwear, and interface components that are compliant with NFPA 1971, Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting. 1.1.2 This standard shall also specify the minimum selection, care, and maintenance requirements for proximity fire fighting protective ensembles and the individual ensemble elements that include garments, helmets, gloves, footwear, and interface components that are compliant with NFPA 1971, Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting. 1.1.3 This standard shall also specify requirements for both structural fire fighting and proximity fire fighting protective ensembles, ensemble elements, clothing, and equipment certified as compliant with previous editions of NFPA 1971, Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting; NFPA 1972, Standard on Helmets for Structural Fire Fighting; NFPA 1973, Standard on Gloves for Structural Fire Fighting; NFPA 1974, Standard on Protective Footwear for Structural Fire Fighting; or NFPA 1976, Standard on Protective Ensembles for Proximity Fire Fighting. 1.1.4 This standard shall also specify the minimum selection, care, and maintenance requirements for structural fire fighting protective ensembles with optional CBRN protection and for proximity fire fighting protective ensembles with optional CBRN protection. 1.1.5 This standard shall not specify requirements for other organizational programs such as appropriate use of structural fire fighting or proximity fire fighting protective ensembles for training, for operations, or for infection control, because these programs are under the jurisdiction of other NFPA standards. 1.1.6 This standard shall not apply to protective ensembles or protective clothing that are compliant with NFPA 1951, Standard on Protective Ensembles for Technical Rescue Incidents; NFPA 1977, Standard on Protective Clothing and Equipment for Wildland Fire Fighting; NFPA 1991, Standard on Vapor-Protective Ensembles for Hazardous Materials Emergencies; NFPA 1992, Standard on Liquid Splash-Protective Ensembles and Clothing for Hazardous Materials Emergencies; NFPA 1994, Standard on Protective Ensembles for First Responders to CBRN Terrorism Incidents; and NFPA 1999, Standard on Protective Clothing for Emergency Medical Operations. 1.1.7 This standard shall not be construed as addressing all the safety concerns associated with the use of compliant protective ensembles or ensemble elements. It shall be the responsibility of the persons and organizations that use compliant protective ensembles or ensemble elements to establish safety and health practices and to determine the applicability of regulatory limitations prior to use. 1.1.8 This standard shall not be construed as addressing all the safety concerns, if any, associated with the use of this standard by testing or repair facilities. It shall be the responsibility of the persons and organizations that use this standard to conduct testing of protective ensembles or ensemble elements to establish safety and health practices and to determine the applicability of regulatory limitations prior to using this standard for any designing, manufacturing, and testing. 1.1.9 Nothing herein shall restrict any jurisdiction from exceeding these minimum requirements.

<http://www.nfpa.org/codes-and-standards/all-codes-and-standards/list-of-codes-and-standards/detail?code=1851>

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: wireless deployment contract

Funding Source: local

PSC Duration: 5 years

PSC Amount: \$6,000,000

1. Description of Work

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

The consultant will help the SFMTA deploy wireless communications for approximately 450 intersections across the City, to support the SFMTA's traffic signals, Intelligent Transportation Systems (ITS) network, and Transit Signal Priority (TSP) project. The consultant's services will include collaborating with the SFMTA's IT Division on network architecture design; supporting and assisting the SFMTA's Traffic Signal Division with installation, configuration, and optimization of intersection equipment; and providing technical and warranty support as needed for the duration of this 5 year service contract.

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

This work will expand SFMTA's wireless network deployment across the City, to supplement the SFMTA's existing fiber communications network. This expansion will provide network connectivity to various field devices already deployed along major corridors and at key intersections, including traffic signals, TSP hardware, traffic cameras, and Variable Message Signs. If this service is denied, the SFMTA will be unable to properly support, operate, and maintain these field services and devices.

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

This service has not been provided in the past. However, a proof-of-concept study to test wireless communications along a segment of Fulton Street was made in 2016-17, which concluded with positive, favorable results. This contract will allow further wireless expansion to other parts of the City.

D. Will the contract(s) be renewed?

This contract will likely be renewed.

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

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

B. Explain the qualifying circumstances:

The system to be utilized requires extensive knowledge and expertise in the specific equipment to be used in the wireless deployment. In addition, these services required can be performed if authorized the equipment manufacturers.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: The specific equipment used in this wireless deployment requires extensive knowledge and expertise possessed only by vendors certified by the wireless system's manufacturer(s).

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; 1062, IS Programmer Analyst; 1091, IT Operations Support Admin I;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: The SFMTA will be purchasing communications and networking equipment through the Consultant in conjunction with this proposed service contract.

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

None.

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

A. Explain why civil service classes are not applicable.

Civil Service classes do not possess the required expertise, and are not authorized to service or maintain the equipment being installed.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. Civil service classes already exist, but are unable to provide the services required because no employee in these class has authority to service or maintain the equipment being installed.

6. Additional Information

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

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

Yes. Training will be ongoing as the Consultant collaborates closely with SFMTA IT and Traffic Signal staffs throughout network design and deployment.

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

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

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

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

7. **Union Notification:** On 01/08/2018, the Department notified the following employee organizations of this PSC/RFP request:
Professional & Tech Engrs, Local 21

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

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 40284 - 17/18

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/05/2018

Receipt of Union Notification(s)

Goree, Rod

From: dhr-psccordinator@sfgov.org on behalf of rod.goree@sfmta.com
Sent: Monday, January 08, 2018 12:06 PM
To: Goree, Rod; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Goree, Rod; DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 40284 - 17/18

RECEIPT for Union Notification for PSC 40284 - 17/18 more than \$100k

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a request for a Personal Services Contract (PSC) 40284 - 17/18 for \$6,000,000 for Initial Request services for the period 04/01/2018 – 03/31/2023. 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/10552> 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)



July 9, 2017

SFMTA
c/o John Tobias
1 South Van Ness
San Francisco, CA 94103

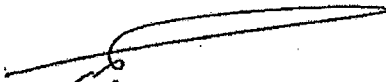
Dear John,

In response to the SFGO Intersection Wireless Network Connectivity Project we verify that Alpha Omega Wireless, Inc. is a Siklu Platinum Partner & Integrator.

Alpha Omega Wireless is the only Siklu Platinum Integration partner in Northern California that that can provide integration services and maintenance of all Siklu products.

In addition, Alpha Omega Wireless has the ability to extend a guarantee from Siklu to SFMTA, that the Siklu EH600TX wireless units deployed in this SFGO project will be fully supported and not discontinued for a minimum of 5 years after initial purchase.

Sincerely,



Siklu Inc.

Adi Sapir, CFO
Siklu, Inc.

2037 Lemoine Avenue, #339 Fort Lee, NJ 07024 USA Tel: +1-201-663-4250
www.siklu.com

RADWIN

August 2, 2017

To SFMTA,

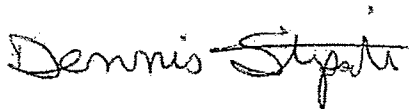
RADWIN is a manufacturer of PtP and PtMP radios designed for many vertical markets, one of which is for Metro Transit. RADWIN has vast experience in train-to-ground communications. Some of our customers are BART (supporting the new train cars being deployed over the next few years, MBTA, UTA and Amtrak to name a few here in the United States. This is RADWIN's area of expertise and one of our best Integrators we support in the US is Alpha Omega based in Sacramento, CA and Headquartered in Texas.

Alpha Omega (AO), is a Platinum Integrator trained, certified and supported by RADWIN. AO is the only Platinum Partner that provides service in Northern California and is also the best Platinum Integrator for RADWIN when it comes to engineering, designing and deploying for metro transit authorities. RADWIN will not support any other integrator who chose to sell our products into a MTA without the level of training and experience Alpha Omega possess.

Please feel confident that RADWIN will support Alpha Omega with our own Professional Services team from an engineering, hardware and software perspective. This provides SFMTA with two companies with years of vehicle-to-ground communication experience. Because of the complexity and importance of projects such as the SFMTA, Alpha Omega is the best RADWIN Platinum Integrator for MTA projects in the west.

Thank you.

Respectfully,



Dennis Stipati

General Manager, North America for RADWIN

Agreement for

SFMTA

Municipal Transportation Agency

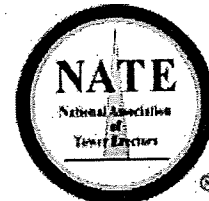
Intersection Wireless Network Connectivity

7/3/2017

Presented by:



Alpha Omega Wireless
5710 Auburn Blvd, Suite 2
Sacramento, CA 95841
800-997-9250 main
512-298-1646 fax
www.aowireless.com
info@aowireless.com
CA State License # 984515



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5710 Auburn Blvd.
Suite 2
Sacramento, CA 95841
800-997-9250 main
512-298-1646 fax
www.aowireless.com
info@aowireless.com

Product & Services Agreement

Bill to:

SFMTA
c/o John Tobias
1 South Van Ness
San Francisco, CA 94103
415-579-9717

Date: 7/3/2017

Job #: SFMTA2017A

Alpha Omega Wireless is providing the following prices for product listed below as a budgetary statement. For a complete Statement of Work and complete build of materials list, a site survey must be performed.

Note: Pricing valid for 90 days

Cost Per Intersection

PRODUCT DESCRIPTION	QTY.	LIST	PRICE	TOTAL
Siklu 600TX – 500Mbps HD	2	1,840.00	1,674.40	3,348.80
Shielded Cable POE Surge Protection	2	125.00	81.25	162.50
Mounting Hardware	2	250.00	125.00	250.00
Sub Total				3,761.30
CA Sales Tax	8.75%			329.11
Estimated Product Total				\$4,090.41
FCC LICENSING				
Frequency Coordination				NA
SOFTWARE				
AES Encryption Key	2	600.00	517.50	1,035.00
1000Mbps HD Upgrade	2	350.00	350.00	700.00
SERVICES DESCRIPTION				
Provisioning and Programming (per link)	1		1,750.00	1,750.00
Site Survey and Design (per link)	1		300.00	300.00
Management Consulting (per link)			300.00	300.00
Estimated Project Total				\$8,175.41

Annual Support & Maintenance per intersection

PRODUCT DESCRIPTION	QTY.	PRICE
Annual Maintenance & Support - Silver Plan Discounted (\$800.00 ea. intersection)	1	\$800.00
Annual Network Monitoring and Service Portal (\$180.00 ea. intersection)	1	\$180.00

Note: This discounted pricing is based on five or more wireless links that are within two-mile radius of each other. The annual Preventative Maintenance check will be performed on a minimum of five links per AO Wireless deployment. Pricing for Network Monitoring is only good with purchase of AO Wireless Annual Maintenance & Support Contract.

Annual Maintenance and Support

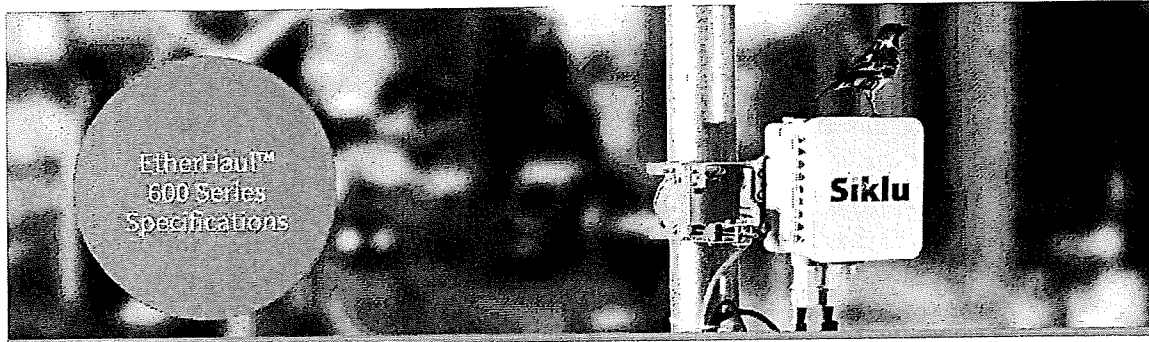
Alpha Omega Wireless offers to its clients an annual maintenance and support program at various levels to suit our clients' needs. This service is in addition to any Extended Warranty plans by the manufacture for equipment failure. This service includes on call support and annual recertification of each link.

Annual Support and Preventative Maintenance Plans



	Silver Support	Gold Support	Platinum Support
What is Included:	\$2,500	\$4,250	\$7,500
Support Services			
8 Hours of on-call annual support	X		
16 Hours of on-call annual support		X	
Unlimited Hours of on-call annual support			X
Technical Phone Support- 8AM to 5PM / Monday - Friday	X		
Technical Phone Support- 7AM to 7PM (7 days a week)		X	
Technical Phone Support 24/7			X
Respond within 1 hour by phone	X	X	X
Onsite visits for troubleshooting or repair*	X	X	X
Onsite visit by next business day AM	X		
Onsite within 6 hours (if call received by 2 PM / Mon – Fri)		X	
Onsite within 6 hours (if call received by 2 PM / 7 days a week)			X
Onsite next business day if call received after 2:00 PM		X	X
Perform Site Visit			
Test the stability of the wireless link	X	X	X
Test RSL's against bench marked standard	X	X	X
Test antenna alignment & performance	X	X	X
Test cabling for functionality and damage	X	X	X
Inspect weather proofing	X	X	X
Inspect power and connections	X	X	X
Inspect grounding and lightning protection	X	X	X
Update radio firmware	X	X	X
Verify throughput and system settings	X	X	X
Perform Spectrum Analysis	X	X	X
Serviceable Equipment Exchange			
Will handle RMA process	X	X	X
Will perform all services to de-install the failed system	X	X	X
Will re-install the replacement system	X	X	X
*Support and maintenance does not cover replacement of a failed radio or power supply hardware. Optional manufacture warranty should be purchased for hardware replacement.			
Note: Any physical work on rooftops or towers can only occur during daylight hours and weather permitting due to safety requirements. Physical work on rooftops and/or towers in winds greater than 20mph, rain, or snow/ice may be called off by technicians until work can safely be performed.			

Siklu EH-600TX



		EH-600TX	EH-6001
Frequency & Duplexing	57-66GHz, TDD	✓	✓
Channels	125/250/500MHz wide, 11 non-overlapping channels	✓	✓
Modulation & Adaptive rate	5 level of hillless adaptive bandwidth, coding and modulation - boost gain by up to 25dB	Up to QAM 64	Up to QAM 64
Throughput (Mbps)	Aggregated throughput up to	1000	1000
Link budget (BER=10 ⁻⁵)	Including integrated 36dBi antenna gain	162dB	162dB
Interfaces	3xGbE copper ports	✓	✓
Ethernet features	IEEE 802.1o transparent bridging VLAN & VLAN stacking, 4K VLANs MEF 9, 14 and 21 compliant Ethernet services Smart Pipes Transparent Ports Mode Link aggregation: LAG and LACP (IEEE 802.3ad) Ethernet Ring Protection Switching: ITU-T G.8032 ERPS Link state propagation 16KB Jumbo frames Configurable QoS-aware forwarding 8 level H-QoS with multi mapping options: L2: 802.1q, VLAN id., L2%; MPLS EXP; L3: DSCP	✓	✓
Timing	Synchronous Ethernet and IEEE 1588v2 PTP		✓
Encryption	AES 128-bit and 256-bit	✓	✓
Management & provisioning	Zero-touch turn up; In-band, out-of-band management Web GUI (one-click configuration of local and remote units); Embedded CLI SNMPv2/v3, TACACS+, RADIUS Link OAM & Connectivity Fault Management (CFM); IEEE 802.3at & IEEE 802.1ag; performance monitoring; ITU-T Y.1731 IPERF TCP/UDP capacity tester	✓	✓
Topologies	Ring, daisy-chain, mesh	✓	✓
Conformance	Radio: FCC Part 15.255, ETSI EN 302 217-3 & UK IP 2076 & IR 2000, EMC: USA FCC 47CFR part 15 & ETSI EN 301 489; Safety: UL/EN 60950	✓	✓
Power supply	PoE+ IEEE 802.3at, 26W without PoE-Out; up to 78W with PoE-Out	✓	✓
PoE-Out	Port 2 and Port 3 (IEEE 802.3at): 25W+26W / 13W+40W / 50W+0W	✓	✓
Environmental	Operating Temperature: -40° to +55°C (-40° to +131°F) Ingress Protection Rating: IP57	✓	✓
Dimensions	ODU + 0.5ft antenna: 6.9" x 6.1" x 3.5" (16.5 x 16.5 x 10cm)	✓	✓
Weight	ODU + 0.5ft antenna: 3.9 lbs. (1.8 kg)	✓	✓

1. AO Wireless is not responsible for the quality or functionality of any products not purchased by AO Wireless. AO Wireless is also not responsible for changes made to any work performed by AO Wireless by the client or any other party at any time. Any corrections that have to be made by AO Wireless will be considered billable.
2. Any towers or masts constructed and/or installed may be subcontracted by a tower contractor and will be warranted directly and solely by the firm that performs the construction or installation. AO Wireless does not guarantee the structural worthiness or against any damages caused by the failure of any such structure whether installed by AO Wireless, its subcontractor, or the use of any structure provided by the client. The Client is responsible for providing a proper dedicated earth ground that AO Wireless will use to ground the systems installed by AO Wireless.
3. The client is responsible for any local government permitting required.
4. The actual data rates and aggregate throughput of any devices installed or provided by AO Wireless can vary depending on each individual environmental condition. AO Wireless does not guaranty any specific data rate or throughput will be achieved.
5. AO Wireless does not guarantee against any future potential interference that can be encountered by the client from other competing RF signals. The use of any RF frequencies is governed under FCC rules and regulations. If interference occurs the client can request AO Wireless to work with the client to best of its ability to restore any wireless network system to the original engineered specifications. Any such work or troubleshooting will be considered billable.
6. A wireless link is considered to be successfully completed once the link has been tested for data transfer from one radio to the other radio on each end of the link as a standalone network, disconnected from Client's network, and the network is handed over to the Client. AO Wireless is only responsible for the wireless link from the point of wireless demarcation point on both sides of the link. The Client is responsible for the integrity, security, and configuration of their data/voice (LAN/WAN) network. AO Wireless will not make any alterations or changes to the Client's network outside of the requirements of the project listed in this document.
7. Prices are based on the client's current environment. Prices and times will be adjusted with any increase of variables in the client's environment that pertain to the scope of the services outlined in this document. Any such changes can be agreed upon in a change control document. All sales are final. Any items returned will incur a 25% restocking fee. AO Wireless will not except returned items past 30days from date of receipt. The client will be billed at the hourly rate of \$250.00, for any necessary calls or site visits that occur for services above and beyond the services outlined as part of this document. A minimum of two (2) hours will be billed. AO Wireless will not provide technical support for any product sold if not installed by AO Wireless. The client must call the product manufacture for support on any product purchased without services.
8. AO Wireless will invoice the client with progress billing for materials at time of order or invoice or at the end of the services as outlined in this document with Net 60 terms. A penalty of 10% and a late fee of 1% monthly will be charged on the full invoiced amount for invoices that are past due more than seven (7) days. In the event legal action is instituted by AO Wireless for enforcement of claim or any terms of this agreement, Client agrees to pay all collection agency and/or attorneys' fees and costs. *(Note: payment of invoices related to the services as stated in this document signifies all services performed were completed satisfactory).*
9. The client must provide AO Wireless with any Purchase Orders and/or any specific billing requirements prior to services being performed, otherwise this signed document is considered all that is necessary for invoicing and payment to AO Wireless. A Purchase Order provided by the Client signifies the Client's agreement to these terms and conditions. AO Wireless' expenses, if incurred, will be billed to the client at reasonable and actual rates.
10. Client will indemnify and hold AO Wireless harmless from and against any and all costs, claims, expenses, or damages for any claims arising from any circumstances outside of the services performed as stated in this document. AO Wireless makes no guarantee and does not warrant that any of AO Wireless' employees will produce any particular result or solution to the Clients particular needs. AO Wireless will not be responsible for any disaster recovery after a natural disaster, fire, lightning, etc., modifications made by anyone other than AO Wireless, or other circumstance outside of AO Wireless' control.
11. AO Wireless reserves the right to extend the terms and conditions of this contract and/or agreement to any and all other agencies within the state of Texas, OK and/or CA that require these commodities and/or services. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies. This shall include all schools, colleges, cities, counties, state agencies, and/or utilities (both public and private). Each participating organization or agency shall enter into its own contract with AO Wireless and this contract shall be binding only upon the principals signing such an agreement. AO Wireless does not assume any responsibility other than to obtain pricing for the specifications provided.
12. Prices valid for 90 days

Alpha Omega Wireless, Inc. – Wireless Technologies Agreement

By signing below, the Client and Alpha Omega Wireless agree upon the terms and the information, services, and/or deliverables as outlined in this document.

ACCEPTED BY:
SFMTA

ACCEPTED BY:
Alpha Omega Wireless

Name: _____
(Please Print)

Name: Zak Ford

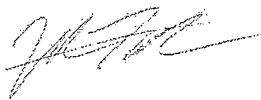
(Please Print)

Title: _____
(Please Print)

Title: Sr. Technical Consultant

(Please Print)

Signature _____

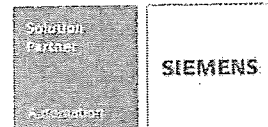


Signature

Date: _____

Date: 7-3-17

If you have any questions concerning this agreement, please contact:
Zak Ford
530-409-0024 (direct)
512-298-1646 (fax)
zak@aowireless.com



THANK YOU FOR YOUR BUSINESS!

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: Advanced Train Control System (ATCS) specialized engineering services

Funding Source: federal funding

PSC Duration: 52 weeks

PSC Amount: \$160,000

1. Description of Work

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

The Agency is seeking a contractor who will provide professional engineering services for the Advanced Train Control System (ATCS) systems performance specification adjustments, system certification for the upcoming Twin Peaks Rail Replacement Project. The ATCS is an integrated system comprising proprietary on-board, wayside and, central control signaling and communications equipment (including on-board computers, axel counters, signaling cable, relays, and servers) and software.

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

The ATCS is a safety-critical system that performs automated train control, switching, and signaling for light rail vehicles operating in the SFMTA's Metro tunnels. It has improved safety and increased speed and frequency of subway service. These specialized engineering services are required to confirm that the ATCS is configured properly, has not been compromised or subject to degradation and certify the system for revenue service before, during, and after the completion of the Twin Peaks Rail Replacement Project. If this service is denied, any disruption in the ATCS would severely impede the Agency's core operations.

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.

Since 1998, these services and upgrades have been provided by the proprietary owner of the ATCS equipment and software. As recent as August 7, 2017, the Civil Service Commission approved PSC No. 48979-16/17 for ATCS upgrades related to the Twin Peaks Replacement Project.

D. Will the contract(s) be renewed?

No, this contract is specifically for support services related to the Twin Peaks Rail Replacement Project.

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

B. Explain the qualifying circumstances:

The ATCS is a specialized, proprietary system that is critical to the functioning of the Agency's train operations. It can only operate with vendor-provided software and only Thales personnel have the specific expertise and ability to modify it.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Knowledge of specific the proprietary trade-secret technology, software code and hardware circuits. General expertise of supplier's technical specialists includes electrical engineering, signal engineering, systems engineering, computer programming, safety validation and verification in a rail environment, relevant regulatory requirements, complex performance simulation, test and commissioning experience.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1043, IS Engineer-Senior; 1044, IS Engineer-Principal; 1053, IS Business Analyst-Senior; 5207, Assoc Engineer; 5212, Engineer/Architect Principal; 5241, Engineer; 7287, Sprv Electronic Main Tech; 7318, Electronic Maintenance Tech; 7329, Electr Maint Tech Asst Sprv;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, the contractor will provide some hardware inventory, in addition to the professional/consulting services.

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

Not applicable

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

- A. Explain why civil service classes are not applicable.
Due to the proprietary nature of the ATCS system, personnel in civil service classes do not have access to software source code or design of specialized electronic circuits. Replacement software applications, installation, specialized training and support must be contracted from the service provider.
- 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, adopting new civil service classes to perform this work would not be practical because of the proprietary nature of the ATCS system.

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 will be no training due to the proprietary nature of the software.
- C. Are there legal mandates requiring the use of contractual services?
No.

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

7. Union Notification: On 01/08/2018, the Department notified the following employee organizations of this PSC/RFP request:
Electrical Workers, Local 6; Professional & Tech Engrs, Local 21; 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: Rod Goree Phone: 415-646-2553 Email: rod.goree@sfmta.com

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 47895 - 17/18

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/05/2018

Receipt of Union Notification(s)

Goree, Rod

From: dhr-psccordinator@sfgov.org on behalf of rod.goree@sfmta.com
Sent: Monday, January 08, 2018 3:24 PM
To: Goree, Rod; local200twu@sbcglobal.net; tmathews@ifpte21.org;
kschumacher@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org;
oashworth@ibew6.org; khughes@ibew6.org; Goree, Rod; DHR-PSCCoordinator, DHR
(HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 47895 - 17/18

RECEIPT for Union Notification for PSC 47895 - 17/18 more than \$100k

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a request for a Personal Services Contract (PSC) 47895 - 17/18 for \$160,000 for Initial Request services for the period 04/01/2018 – 03/31/2019. 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/10555> 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)

II. Scope of Work

Thales will provide technical support to SFMTA for issues related to ATCS hardware and software in support of the Twin Peaks Rail Replacement Project, by direct assignment of its own personnel. The tasks Thales may perform include, but are not limited to, initial planning and development of system engineering, professional analytical studies, and start-up and operations planning and testing.

A. Twin Peak ATCS Performance and Reliability Adjustment

Commencing in June 2018, the SFMTA will replace the trackway and perform seismic upgrades to the Twin Peaks Tunnel, a very heavily used two-mile light rail tunnel located between the West Portal and Castro Stations. Four new crossovers will be added in the tunnel but will remain out-of-service until a future signaling upgrade. The existing West Portal crossover will be demolished. The track switches at Eureka Shoofly must be restored to service. In the course of that work, portions of the ATCS must be disconnected, safeguarded, and then re-installed and fully tested so that the tunnel can be returned to revenue service. The work that Thales will provide will ensure that the ATCS when returned to revenue service meets all system performance specifications. Thales will perform the following tasks:

1. Tune and adjust ATCS wayside equipment to maintain systems specification performance thresholds.
2. Perform AC and DC parametric testing (signal to noise ratio and crossover tests) of ATCS inductive loop system in Twin Peaks tunnel pre and post construction to ensure no specification performance degradation.
3. Ensure disconnection of ATCS inductive loop and axle counter detector heads at wayside terminal boxes does not compromise performance specification requirements. Placement of ATCS inductive loop and axle counter detector heads wiring are within system specification threshold on electrical terminals.
4. Conduct system integration testing of inductive loop, axle counter detector heads, and Eureka Portal switches to ensure the system interacts and is functional in ATCS mode.
5. Confirm the system meets connectivity specification and ensure ATCS performance when relocating inductive loop and axle counter away from existing West Portal crossover before it is demolished. Protect electrical and functional integrity of the ATCS after track demolition. Provide design and certification for changes at the station controller switch circuits in the relay tree to ensure relay safety test can continue after West Portal crossover demolition.
6. Ensure relocation of inductive loop away from Eureka construction area is performed within tolerance to maintain loop integrity. Certify that relocated inductive loop meets performance specification to allow ATCS service to continue at Castro interlocking

during construction. This to occur before rail construction in that area. Provide SFMTA with temporary spare remote loop terminating loads. At completion of construction certify loop placement back at Eureka area meets all performance requirements.

7. Ensure system specification for installation of ATCS equipment is maintained throughout Twin Peak rail replacement contractor's work. Provide meetings as necessary to ensure coordination of technical requirements.
8. Ensure reconnection and calibration of axle counter detector heads are within system specification.
9. Troubleshoot ATCS-related integration issues for axle counter and inductive loop ATCS subsystems once ATCS devices are electrically terminated.

For each of the above activities, Thales will provide a detailed written test summary including, but not limited to: system analysis performed, issues discovered, resolved and open, recommended and required next steps, and updates to ATCS documentation or specifications. Upon the completion of the above activities, Thales will provide a letter of certification that the ATCS is ready for revenue service. For this task, we estimate we will require three (3) on-site visits of one (1) week duration each.

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: customer information system of vehicle arrival and service

Funding Source: federal and local grants

PSC Amount: \$50,000,000

PSC Est. Start Date: 09/01/2018

PSC Est. End Date 06/30/2024

1. Description of Work

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

The proposed scope of work is to develop, for the SFMTA, a new real-time vehicle arrival and service update system for the Muni public transportation network. Known formally as the Next Generation Customer Information System, this system will be designed to empower Muni customers to confidently take transit to their destinations quickly and reliably. Major elements of the system will include: (a) a more sophisticated vehicle prediction algorithm, (b) solar-powered signage to expand access to information at unpowered shelters/stops, (c) methods of suggesting alternative routes and informing customers of vehicle crowding prior to boarding, (d) stronger network connectivity by showing transfer connection times, (e) communication of service delays in real-time, (f) access to stop accessibility information, and (g) data from mobile technologies to better understand customer preferences and improve service/operational planning. The system will integrate with and make greater use of SFMTA's investment in its Computer-Aided Dispatch/Automatic Vehicle Location (CAD/AVL) system. Vendor responsible for manufacture and installation of new/replacement signage and ancillary equipment, furnishing back-end software systems, and providing as-needed preventative maintenance and support services to ensure that specialized equipment functions properly, to be in line with the SFMTA's current service provider.

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

Since the 2001 inception of the SFMTA's current real-time information system, the SFMTA's customers have grown more accustomed to a vastly different technological landscape that continues to redefine the transportation industry through on-demand service offerings and mobile information available to them before and during their trips. Because there have been many changes to both hardware and software over the past 16 years, it is not feasible for the SFMTA to maintain the existing system's core analytics platform and simply make cosmetic changes to the system's hardware and software. The SFMTA's public outreach efforts indicate that its customers are experienced with and have access to new, state-of-the art next generation transportation options. If the SFMTA is denied this service, it would have to continue using system based on 16-year-old technology, putting at risk gains the SFMTA has made in retaining and growing its ridership.

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.

Since the beginning of the original contract (MR-1138) in December 2001, NextBus has provided corresponding signage, software, and maintenance services. (The PSC approval number is unavailable).

D. Will the contract(s) be renewed?

The Next Generation Customer Information System contract is for a five-year term, with two five-year extension options for a maximum of 15 years. The 15-year maximum contract length reflects the expected lifespan of the system's signage with maintenance. By retaining the same contractor during this time, the SFMTA expects to make the most effective and efficient use of its assets.

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 initial contract is for a six-year period, with the first year being for implementation of service and last five being for operations.

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.
- 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:

The Next Generation Customer Information System is a capital project for which it does not make strategic sense to develop new civil service classes. It requires highly specialized expertise and knowledge that would not be translatable to other projects if a civil service position were created for it. This includes, but is not limited to, crafting vehicle arrival predictions, manufacturing signage, developing and managing a content management system, developing a mobile application, and systems integration. Moreover, it requires storage space and facilities for spare parts not available to the City.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: The production and deployment of the Next Generation Customer Information System requires specialized expertise in the manufacturing/installation of signage (sophisticated hardware and electronics), systems administration and integration (managing multiple sub-contractors), software systems (to assist in data collection and maintenance), annual preventative maintenance support, and subsystem module warranty and misuse repair. Also, warranty issues extend to the potential installation of poles supporting proprietary solar-powered signage at unpowered Muni stops and shelters. Unless installation is conducted by staff associated with the contractor, any warranty would be voided and the SFMTA would incur replacement costs if said solar-powered signage were to be damaged during installation.

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

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: The contractor will provide hardware and ancillary 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?

None.

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 specialized nature of the Next Generation Customer Information System involving proprietary equipment, and software and hardware unique to the transit industry, there are only a handful of national and international firms that manufacture adequate signage equipment and provide supporting systems. It is universal practice for transit agencies in the United States to solicit vendor services for Customer Information Systems.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, it would not be practical to adopt a new civil service class to perform this work. The Customer Information System market is small and requires a high level of technical expertise specific to the proprietary equipment the SFMTA is procuring. Due to this specialization, it would not be feasible for in-house staff to manufacture the equipment or perform maintenance, consistent with current practice. Under the proposed contract, the vendor will own any and all signage. In terms of preventative maintenance, using in-house staff would introduce warranty issues and make it more difficult to enforce the vendor's reliability requirements, since the vendor would not directly managing maintenance.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
Yes. Yes, the vendor is proposing to conduct training for SFMTA employees, for a duration of one to five days based on requirements: Transit Operations (approximately 10 hours to train 9152 Transportation Controller Trainees and 9153 Transportation Controllers on how to use the system; and Information Technology and Transit Scheduling staff (1041-1043 Information Systems Engineers)
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
No.

7. Union Notification: On 12/22/2017, 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: Rod Goree Phone: 415-646-2553 Email: rod.goree@sfmta.com

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 46889 - 17/18

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/05/2018

Receipt of Union Notification(s)

Goree, Rod

From: dhr-psccordinator@sfgov.org on behalf of rod.goree@sfmta.com
Sent: Friday, December 22, 2017 12:15 PM
To: Goree, Rod; sarah.wilson@seiu1021.org; kschumacher@ifpte21.org; kpage@ifpte21.org; peter.masiak@seiu1021.org; eerbach@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; ecdemvoter@aol.com; thomas.vitale@seiu1021.org; Goree, Rod; DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 46889 - 17/18

RECEIPT for Union Notification for PSC 46889 - 17/18 more than \$100k

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a request for a Personal Services Contract (PSC) 46889 - 17/18 for \$50,000,000 for Initial Request services for the period 09/01/2018 – 06/30/2024. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/10474> 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: vendor-managed inventory (VMI) services

Funding Source: operating funds

PSC Duration: 3 years 13 weeks

PSC Amount: \$60,000,000

1. Description of Work

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

The contractor will provide a Vendor Managed Inventory (VMI) Services program to manage, support staff, and supply parts of its rail fleet maintenance program. Four materials storerooms are operated in support of the Rail Fleet: Green, Muni Metro East (MME), Cable Car, and Overhead Lines. The San Francisco Municipal Transportation Agency (SFMTA) has developed the following objectives for management of parts for the Rail Fleet comprised of 149 Breda LRVs, 39 historic streetcars, and 31 cable cars: supply vehicle parts on a cost-effective and efficient basis; provide inventory planning and automated replenishment of spare parts with strict performance guidelines requiring defined response times and fill rates; ensure parts provided allow the SFMTA to meet its objectives in terms of reliability (i.e., Mean Distance Between Failures [MDBF], service interruptions); and ensure SFMTA safety standards are met in any program activity.

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

This service represents an effort to enhance the reliability of the fleet by streamlining the parts acquisition and inventory management process. Fleet operations are impacted by financial limitations, e.g. cash flow, other agency priorities, and difficulty locating critical parts in a timely manner. This service will allow the parts acquisition and inventory processes to be protected from external influences, and additionally, provide parts accessibility and improved pricing opportunities through economies of scale. Further, as the SFMTA fleet has aged, many parts are becoming obsolete and very difficult to purchase. This system will provide a faster, more reactive method to supply parts for our fleet, enabling SFMTA to provide better service to the riders. If denied, funding, cash flow issues, and subsequent potential delays in receipts of needed parts will continue to negatively impact Muni transportation reliability and service, as well as place SFMTA safety standards at risk.

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

In the past, this service has been provided via PSC #4119-11/12, as modified.

D. Will the contract(s) be renewed?

This contract is for an initial three years with two, two-year options to extend.

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

This contract is for an initial 3 years with two, 2-year options to extend.

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).
- 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 City lacks state-of-the-art inventory management systems, including data storage and vending machinery. Additionally, financial cash flow limitations, competing priorities, etc., affect the SFMTA's ability to make timely parts purchases.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: The contractor will have the ability to supply critical parts to Rail Maintenance yards within a 24-hour delivery turnaround from point of demand via documented contractual agreements. The contractor is required to possess documented four or more years of experience in VMI services for Rail fleets and an expertise in complex supply chain management.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1942, Asst Materials Coordinator; 1952, Purchaser; 5212, Engineer/Architect Principal; 5241, Engineer;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. The contractor will provide state-of-the-art inventory management systems, including data storage and vending machinery to facilitate accurate and timely parts management. The City does not possess VIM services system.

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

None.

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

- A. Explain why civil service classes are not applicable.
Civil service classes do not have the resources available to provide timely logistical support to the rail fleet. The requirement is one of systems rather than simply positions.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, as classifications already exist. VMI services will provide support by working in conjunction with SFMTA employees to fulfill product requests.

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 under this contract, as vendor's principal responsibility is to provide VMI services for rail fleet program.
- C. Are there legal mandates requiring the use of contractual services?
No.

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

7. Union Notification: On 01/07/2018, the Department notified the following employee organizations of this PSC/RFP request:
Professional & Tech Engrs, Local 21

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

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 49282 - 17/18

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/05/2018

Receipt of Union Notification(s)

Goree, Rod

From: dhr-psccordinator@sfgov.org on behalf of rod.goree@sfmta.com
Sent: Sunday, January 07, 2018 10:41 PM
To: Goree, Rod; tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Goree, Rod; DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 49282 - 17/18

RECEIPT for Union Notification for PSC 49282 - 17/18 more than \$100k

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a request for a Personal Services Contract (PSC) 49282 - 17/18 for \$60,000,000 for Initial Request services for the period 09/01/2018 – 11/30/2021. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/10549> 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: June 3, 2016

DEPARTMENT NAME: San Francisco Municipal Transportation Agency DEPARTMENT NUMBER 68

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

() CONTINUING () ANNUAL

TYPE OF REQUEST: () INITIAL REQUEST (X) MODIFICATION (PSC# 4119-11/12)

TYPE OF SERVICE: Vendor Managed Inventory (VMI) Services

FUNDING SOURCE: Operating Funds

PSC ORIG AMOUNT: \$ 32,500,000.00 PSC ORIG DURATION: October 1, 2012 - September 30, 2017

PSC ORIG AMOUNT: \$ 77,698,000.00 PSC ORIG DURATION: September 1, 2016 - December 31, 2020

PSC ORIG AMOUNT: \$ 110,198,000.00 PSC ORIG DURATION: October 1, 2012 - December 31, 2020

1. DESCRIPTION OF WORK

A. Concise description of proposed work:

The contractor provided a successful Vendor Managed Inventory (VMI) Services two-year pilot program to manage, support staff, and supply parts for its Rail Fleet maintenance program and will continue this service. Four materials storerooms are operated in support of the Rail Fleet: Green, Muni Metro East (MME), Cable Car, and Overhead Lines. The San Francisco Municipal Transportation Agency (SFMTA) has developed the following objectives for management of parts for the Rail Fleet only that consists of 151 Breda LRVs, 39 historic streetcars, and 31 cable cars: Supply vehicle parts on a cost-effective and efficient basis, providing inventory planning and automated replenishment of spare parts, with strict performance guidelines requiring defined response times and fill rates; Ensure parts provided allow SFMTA to meet its objectives in terms of reliability (i.e., Mean Distance Between Failures MDBF, service interruptions); and ensure SFMTA safety standards are met in any program activity.

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

This service represents an effort to enhance the reliability of the fleet by streamlining the parts acquisition and inventory management process. Fleet operations are impacted by financial limitations, e.g. cash flow, other agency priorities, and difficulty locating critical parts in a timely manner. This service will allow the parts acquisition and inventory processes to be protected by external influences, and additionally provide parts accessibility and improved pricing opportunities through economies of scale. If denied, funding, cash flow issues, and subsequent potential delays in receipts of needed parts, will continue to negatively impact Muni transportation reliability and service, as well as place SFMTA safety standards at risk.

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

This service was provided via PSC #4119-11/12.

D. Will the contract(s) be renewed:

Yes.

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

IFPTE Local 21 Union Name Signature of person mailing / faxing form Date 6/3/16
RFP sent to Union Name on Date Signature

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4119-11/12 Modification #1

STAFF ANALYSIS/RECOMMENDATION: CIVIL SERVICE COMMISSION ACTION:

3. DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

A. Specify required skills and/or expertise:

The contractor will have the ability to supply critical parts to Rail Maintenance yards within a 24-hour delivery turnaround from point of demand via documented contractual agreements. They are required to possess documented four years of experience in VMI services for Rail fleets; and expertise in complex supply chain management.

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

1950 Assistant Purchaser, 1952 Purchaser, 1942 Materials Coordinator, 5241 Engineer, and 5212 Principal Engineer.

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

Yes. Contractor will provide state of the art inventory management systems, including data storage, and vending machinery to facilitate accurate and timely parts management.

4. WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

A. Explain why civil service classes are not applicable:

Civil service classes do not have the resources available to provide timely logistical support to rail fleet. The requirement is one of systems rather than simply positions.

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


No, classifications already exist. VMI services will provide support by working in conjunction with SFMTA employees to fulfill product requests.

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

Yes No

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

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



 Signature of Departmental Personal Services Contract Coordinator

 Cynthia Hamada 415.701.5381
 Print or Type Name Telephone Number

 San Francisco Municipal Transportation Agency

 One South Van Ness Avenue, 6th Fl. San Francisco, CA 94103
 Address



CIVIL SERVICE COMMISSION RECEIVED MAY 14 2012
CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE
MAYOR

May 10, 2012

NOTICE OF CIVIL SERVICE COMMISSION ACTION

E. DENNIS NORMANDY
PRESIDENT

KATE FAYETTI
VICE PRESIDENT

SCOTT R. HELDFOND
COMMISSIONER

MARY Y. JUNG
COMMISSIONER

ANITA SANCHEZ
EXECUTIVE OFFICER

SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACT NUMBERS 4116-11/12 THROUGH 4121-11/12; 4111-10/11; 4017-10/11; 4068-08/09; 4086-10/11; 4046-11/12; 4097-08/09; AND 4102-09/10.

At its meeting of May 7, 2012 the Civil Service Commission had for its consideration the above matter.

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

The Commission adopted the report; Approved the request for proposed personal services contracts and 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

ANITA SANCHEZ FOR
ANITA SANCHEZ
Executive Officer

Attachment

- c: Sheila Arcelona, District Attorney's Office
- Cynthia Avakian, Airport Commission
- Parveen Boparai, Municipal Transportation Agency
- Rachel Buerkle, Department of the Environment
- Micki Callahan, Human Resources Director
- Alaric Degrafinried, Public Utilities Commission
- Marie de Vera, Department of Human Resources
- Jaci Fong, Office of Contract Administration
- Lavena Holmes, Port
- Shamica Jackson, Public Utilities Commission
- LaWan Jones, Public Utilities Commission
- Rebekah Krell, Art Commission
- Ben Rosenfield, Controller
- Maria Ryan, Department of Human Resources
- Commission File
- Chron

POSTING FOR
5/7/2012

PROPOSED PERSONAL SERVICES CONTRACTS - Regular

PSC No	Dept No.	Dept Name	Approval Type	Contract Amount	Description of Work	Duration
4116-11/12	28	Art Commission	Regular	\$192,780	Contract for artist to design, fabricate, transport, and install artwork for Daggett Park.	3/1/2012 - 12/31/2015
4117-11/12	22	Environment	Regular	\$150,000	To provide financial and other analysis of the refuse rate application and related projects as needed during the rate process which will take place between September of 2005 and May of 2006. This will include general financial analysis of the rate adjustment application to determine if costs are reasonable and appropriate, performing various rate-related surveys, preparing estimates of effects on rates and miscellaneous preparation and follow-up work.	7/1/2012 - 9/30/2013
4118-11/12	35	Municipal Transportation Agency	Regular	\$400,000	Provide a full service, work-site based, Employee Assistance Program (EAP) to provide clinical supervision of the staff of 3 full-time paid Peer Assistants, and up to 8 volunteer Peer Assistants. The contractor will also manage San Francisco Municipal Transportation Agency's (SFMTA) Trauma Response Program for SFMTA employees involved in on-the-job critical incidents, such as an accident in a Muni vehicle that results in serious injuries of fatalities; crisis support and counseling for assaults and threats. The program is designed to assist in the identification and resolution of productivity problems associated with employees impaired by personal concerns, which adversely affect job performance.	3/15/2012 - 3/31/2013
4119-11/12	35	Municipal Transportation Agency	Regular	\$32,500,000	The contractor will provide a Vendor Managed Inventory (VMI) Services two-year pilot program to manage, support staff, and supply parts for its Rail Fleet maintenance program. Four materials storerooms are operated in support of the Rail Fleet: Green, Muni Metro East (MME), Cable Car, and Overhead Lines. The San Francisco Municipal Transportation Agency (SFMTA) has developed the following objectives for management of parts for the Rail Fleet only that consists of 151 Breda LRVs, 39 historic streetcars, and 31 cable cars: Supply vehicle parts, with strict performance guidelines requiring defined response times and fill rates; Ensure parts provided allow SFMTA to meet its objectives in terms of reliability (i.e., Mean Distance Between Failures MDBF, service interruptions), and ensure SFMTA safety standards are met in any program activity.	10/1/2012 - 9/30/2017
4120-11/12	39	Port Commission	Regular	\$4,500,000	The Port intends to issue a Request of Qualifications to establish a pool of three (3) qualified consultant teams capable of providing a wide range of engineering and related services on an as-needed basis for Port capital and on-going projects. Such projects are usually Maritime related for maintenance and improvements for the Port's aging infrastructure.	7/1/2012 - 6/30/2016
4121-11/12	40	Public Utilities Commission	Regular	\$400,000	Provide file conversions/file relocation services between San Francisco Public Utilities Commission (SFPUC) staff, contractors, vendors, etc. for the SFPUC's move to its new headquarters at 525 Golden Gate Avenue.	5/7/2012 - 12/31/2012
Total Amount - Regular:				\$38,142,780		

POSTING FOR
5/7/2012

PROPOSED PERSONAL SERVICES CONTRACTS
MODIFICATION TO INCREASE CONTRACT AMOUNT/DURATION

PSC No	Dept No	Dept Description	Approval Type	Modified Amount	Cumulative Total	Description of Work	Start Date - End Date
4111-10/11	04	District Attorney	Regular	\$72,500	\$145,000	This contract will provide services to women and transgender individuals who have experienced sexual exploitation and violence and professional services coordinating monthly FOPP classes as a diversion model for men arrested for their first prostitution offense. The proposed contract would include speakers, logistics, training and support of FOPP speakers. This program also acts as a diversion model for women, providing them an opportunity to receive counseling and education as an alternative to incarceration. This modification is to extend the grant period and add funding for continuation of the same services.	7/1/2011 - 6/30/2013
4017-10/11	22	Environment	Regular	\$105,000	\$180,000	The GreenFinancesSF program still has funds available to continue the program. In order to continue the program, the Department needs to extend the services of the contractor who administers the website, processes applications and payments, and provides required program reporting. Not to continue to provide these services would mean that the program would have to be cancelled. GreenFinancesSF is a City sponsored Clean Energy Loan Program ("PACE" program) which will property owners (residential and commercial) to install electric and thermal solar systems and make energy efficiency improvements to their buildings and pay for the cost of such improvements over 20 years through a special tax on their property tax bills.	7/1/2010 - 12/31/2018
4068-08/09	27	Airport Commission	Regular	\$750,000	\$2,150,000	The contractor will administer (and finance) the program. The administrative services include program design services; program implementation services, including: web portal with online application interfaces, project data tracking; program marketing and communications (web, print, in person, training materials); program administration services including: application processing, request, and payment; program reporting, program documentation, and customer services; special tax administrative services (special tax apportionment method, data collection, boundary map preparation and recordation, contributions to disclosure documents, annual special, tax levy calculation and enrollment, annual CFD administration report preparation, delinquent special tax reporting, repayments of special tax liens).	12/22/2008 - 12/31/2016
						SFO needs support of consultant on the Noise Insulation Program, particularly on tasks such as: review of County records & updated noise impact boundaries to identify properties that may qualify for noise insulation improvements; coordination of aircraft noise easement acquisition & recording; coordination of noise insulation design & construction work; handling of inquiries from property owners regarding eligibility for noise insulation improvements funded by the FAA and the Airport; and, preparation of outlay reports for grant reimbursements. The budget for the 3-yr period was increased to \$950,000 since FAA awarded additional grants, allowing Airport to increase the scope of work and provide acoustic treatment to a larger number of properties than originally planned.	

POSTING FOR
5/7/2012

PROPOSED PERSONAL SERVICES CONTRACTS
MODIFICATION TO INCREASE CONTRACT AMOUNT/DURATION

PSC No	DeptNo	Dept Description	Approval Type	Modified Amount	Cumulative Total	Description of Work	Start Date - End Date
4036-10/11	28	Art Commission	Regular	\$1,000,000	\$1,500,000	Fine Art handling services for artworks in the collection of the City and County of San Francisco, including transportation, packing, storing of fine art; de-installation of artworks including those of monumental scale, design and fabrication of pedestals and cases. Scope includes major installations of monumental work at S.F. International Airport and other large scale projects, including transporting, storing, framing and installing major art program at PUC Headquarters. The Arts Commission will also be installing monumentally scaled artwork at the Public Safety Building and General Hospital, to name a few.	1/6/2011 - 1/1/2015
4046-11/72	40	Public Utilities Commission	Regular	\$50,000	\$400,000	Develop a comprehensive training program for Heich Hetchy Water and Power (HHWP) Control Room Operations System Operators to meet North American Electric Reliability Corporation (NERC) PER-002 and PER-005 regulatory requirements. Consultant will work with HHWP staff to implement a Systematic Approach to Training (SAT) process that will ensure the validity and reliability of the operator training program. The approach will utilize the following five phase SAT model: Analysis, Design, Development, Implementation, and Evaluation (ADDIE).	10/1/2011 - 4/1/2015
4097-08/09	40	Public Utilities Commission	Regular	\$950,000	\$46,260,900	SFPUC has partnered with a utility company to market and process regional water and energy washing machine rebate program. The program includes over 30 Bay Area water agencies and continued to build on a highly successful, grant funded regional partnership a utility company. For the first time, the partners are collaborating with a utility company to offer customers a joint rebate in order to streamline the process for the customer and in order to capitalize on the joint marketing capacities of the water and energy utilities. The contract is being modified to accommodate the increased demand for the program. This modification is necessary because washing machine rebates are a fundamental component of the SFPUC's water conservation program and replacing older models with efficient ones is essential to the program's ability to meet long term demand reduction goals. The greater Bay Area region received a grant from the CA Dep't of Water resources to implement this program and the SFPUC expects to receive \$630,000 of this funding	2/13/2008 - 12/31/2020

POSTING FOR
5/7/2012

PROPOSED PERSONAL SERVICES CONTRACTS
MODIFICATION TO INCREASE CONTRACT AMOUNT/DURATION

PSC No	DeptNo	Dept Description	Approval Type	Modified Amount	Cumulative Total	Description of Work	Start Date - End Date
4102-09/10	40	Public Utilities Commission	Regular	\$150,000	\$225,000	Contract work consists of the following: 1. Sorting benthic invertebrate samples into major taxonomic groups in preparation for identification and identifying and sorting Polychaeta to families as needed. 2. Performing quality control (QC) on staff taxonomists by re-identifying random samples and working with staff taxonomists to resolve differences. 3. Performing taxonomic identification on samples as needed. 4. Providing training to identify freshwater aquatic invertebrates as needed. This modification is necessary because marine invertebrate taxonomy is a requirement of the Oceanside WPCF NPDES discharge permit and freshwater invertebrate taxonomy is essential for assessing the biological integrity of the SFPUC's watershed lakes and streams. Training of in-house staff on freshwater taxonomy is an as-needed task, last provided by a training workshop in 2005.	6/27/2007 - 7/30/2022

\$3,077,500

Sum of Modified Amounts:

PERSONAL SERVICES CONTRACT SUMMARY

DATE: March 6, 2012

DEPARTMENT NAME: San Francisco Municipal Transportation Agency

DEPARTMENT NUMBER 68

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

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

TYPE OF SERVICE: Vendor Managed Inventory (VMI) Services

FUNDING SOURCE: Operating Funds

PSC AMOUNT: \$32,500,000.00

PSC DURATION: October 1, 2012 – September 30, 2017

1. **DESCRIPTION OF WORK**

A. Concise description of proposed work:

The contractor will provide a Vendor Managed Inventory (VMI) Services two-year pilot program to manage, support staff, and supply parts for its Rail Fleet maintenance program. Four materials storerooms are operated in support of the Rail Fleet: Green, Muni Metro East (MME), Cable Car, and Overhead Lines. The San Francisco Municipal Transportation Agency (SFMTA) has developed the following objectives for management of parts for the Rail Fleet only that consists of 151 Breda LRVs, 39 historic streetcars, and 31 cable cars: Supply vehicle parts on a cost-effective and efficient basis, providing inventory planning and automated replenishment of spare parts, with strict performance guidelines requiring defined response times and fill rates; Ensure parts provided allow SFMTA to meet its objectives in terms of reliability (i.e., Mean Distance Between Failures MDBF, service interruptions); and ensure SFMTA safety standards are met in any program activity.

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

This service represents an effort to enhance the reliability of the fleet by streamlining the parts acquisition and inventory management process. Fleet operations are impacted by financial limitations, e.g. cash flow, other agency priorities, and difficulty locating critical parts in a timely manner. This service will allow the parts acquisition and inventory processes to be protected by external influences, and additionally provide parts accessibility and improved pricing opportunities through economies of scale. If denied, funding, cash flow issues, and subsequent potential delays in receipts of needed parts, will continue to negatively impact Muni transportation reliability and service, as well as place SFMTA safety standards at risk.

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

This service has not been provided in the past.

D. Will the contract(s) be renewed:

If the pilot program is successful, SFMTA may extend the contract for up to three additional years.

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

<u>IFPTE Local 21</u> Union Name	<u><i>Cynthia Andrade</i></u> Signature of person mailing / faxing form	<u>3/6/12</u> Date
_____ Union Name	_____ Signature of person mailing / faxing form	_____ Date
RFP sent to _____ on _____	_____	_____
Union Name	Date	Signature

FOR DEPARTMENT OF HUMAN RESOURCES USE

SFMTA approved
3-6-12

PSC# 4119-11/12

STAFF ANALYSIS/RECOMMENDATION:
CIVIL SERVICE COMMISSION ACTION:

3. **DESCRIPTION OF REQUIRED SKILLS/EXPERTISE**

A. Specify required skills and/or expertise:

The contractor will have the ability to supply critical parts to Rail Maintenance yards within a 24-hour delivery turnaround from point of demand via documented contractual agreements. They are required to possess documented four years of experience in VMI services for Rail fleets; and expertise in complex supply chain management.

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

1950 Assistant Purchaser, 1952 Purchaser, 1942 Materials Coordinator, 5241 Engineer, and 5212 Principal Engineer.

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

Yes. Contractor will provide state of the art inventory management systems, including data storage, vending machinery, to facilitate accurate and timely parts management.

4. **WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM**

A. Explain why civil service classes are not applicable:

Civil service classes do not have the resources available to provide timely logistical support to rail fleet. The requirement is one of systems rather than simply positions.

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

No, classifications already exist. VMI services will provide support by working in conjunction with SFMTA employees to fulfill product requests.

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

Yes No

- A. Will the contractor directly supervise City and County employees? () (X)
- B. Will the contractor train City and County employees? () (X)
 - Describe 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? () (X)
- D. Are there federal or state grant requirements regarding the use of contractual services? () (X)
- E. Has a board or commission determined that contracting is the most effective way to provide this service? (X) ()

The SFMTA will seek both the SFMTA Board & Board of Supervisors approval.
- F. Will the proposed work be completed by a contractor that has a current personal services contract with your department? () (X)

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

Parveen Boparai

Signature of Departmental Personal Services Contract Coordinator

Parveen Boparai
Print or Type Name

415.701.5377
Telephone Number

San Francisco Municipal Transportation Agency

One South Van Ness Avenue, 7th Fl. San Francisco, CA 94103
Address

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: Staff Development Trainings

Funding Source: Community Development Block Grant

PSC Amount: \$150,000

PSC Est. Start Date: 02/01/2018

PSC Est. End Date 12/31/2022

1. Description of Work

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

Content specific program design, facilitation, consulting, research and evaluation services that include methodologies, best practices on a local, state and national level, accompanied by qualitative and quantitative data collection and analysis. Program design will focus on staff development focused particularly on racial equity and other equity elements that relate to internal and external departmental needs.

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

The City has launched a racial equity initiative driven by the Human Rights Commission asking each department to participate in an external and internal assessment of racial equity as it is reflected in the department. Additionally, the department will be reviewing comprehensive cultural competencies across a broad range of diverse aspects of the department's internal and external operations. Denial of this request would severely hamper our department's ability to move the department towards the adoption of comprehensive racial equity strategy and other accompanying cultural competency, equity, and staff development needs.

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

The service has not been provided in the past

D. Will the contract(s) be renewed?

No

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

not applicable

2. Reason(s) for the Request

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

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

B. Explain the qualifying circumstances:

This is a transitional situation in which contracting is needed to support the department in complying with the City's racial equity initiative. This is a short-term project that requires skills and expertise not currently held by civil service employees.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: A qualified consultant must have at least five years of experience of providing consulting services, including experience providing consulting to organizations relating to staff development, cultural competency, racial equity, and other related equity issues This will include assisting in the development of training curriculum, providing coaching to staff, facilitating retreats and trainings, and other content-specific consulting services.
- B. Which, if any, civil service class(es) normally perform(s) this work? none
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No

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

Staff have utilized DHR's current trainings in this area; current departmental needs require customized design, coaching and mentoring, on-site facilitation for large and small groups on an ongoing basis beyond the scope of DHR or other city departmental offerings.

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

- A. Explain why civil service classes are not applicable.
The contactor will help the department develop comprehensive curriculum and facilitation techniques that can then be used by the department on an ongoing basis for each area of staff development. This skill set is not needed on a consistent or long-term basis as a Civil Service position.
- 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 contactor will help the department develop comprehensive curriculum and facilitation techniques that can then be used by the department on an ongoing basis for each area of staff development. This skill set is not needed on a consistent or long-term basis as a Civil Service position.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
No. The contactor will help the department develop comprehensive curriculum and facilitation techniques that can then be used by the department on an ongoing basis for each area of staff development. This skill set is not needed on a consistent or long-term basis as a Civil Service position.
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
No.

7. **Union Notification:** On 01/31/2018, the Department notified the following employee organizations of this PSC/RFP request:
all unions were notified

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

Name: 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# 31544 - 17/18

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/05/2018

Receipt of Union Notification(s)

Choi, Suzanne (HRD)

From: dhr-psccordinator@sfgov.org on behalf of karen.henderson@sfgov.org
Sent: Wednesday, January 31, 2018 2:41 PM
To: Henderson, Karen (MYR); sarah.wilson@seiu1021.org; kschumacher@ifpte21.org; kpage@ifpte21.org; peter.masiak@seiu1021.org; eerbach@ifpte21.org; tmathews@ifpte21.org; amakayan@ifpte21.org; jb@local16.org; Ricardo.lopez@sfgov.org; Basconcillo, Katherine (PUC); Sandeep.lal@seiu1021.me; pcamarillo_seiu@sbcglobal.net; MRainsford@Local39.org; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; pkim@ifpte21.org; agonzalez@iam1414.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; gail@sffdlocal798.org; cityworker@sfcwu.org; davidmkersten@gmail.com; djohnson@opcmialocal300.org; hodlocal@pacbell.net; ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org; xiumin.li@seiu1021.org; Poon, Sin Yee (HSA); smcgarry@nccrc.org; rmitchell@twusf.org; grojo@Local39.org; jduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org; L21PSCReview@ifpte21.org; sfsmsa@gmail.com; mshelley@dc16.us; david.canham@seiu1021.org; jtanner940@aol.com; oashworth@ibew6.org; L21PSCReview@ifpte21.org; LiUNA.local261@gmail.com; local200twu@sbcglobal.net; speedy4864@aol.com; 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 # 31544 - 17/18

RECEIPT for Union Notification for PSC 31544 - 17/18 more than \$100k

The MAYOR -- MYR has submitted a request for a Personal Services Contract (PSC)

31544 - 17/18 for \$150,000 for Initial Request services for the period 02/01/2018 – 12/31/2022. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrdrupal/node/10597> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION -- PUC

Dept. Code: PUC

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

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

Type of Service: HHWP Technical Services for Large Pipeline Renewal and Replacement Program (PRO.0021)

Funding Source: Hetchy Water SJPL Rehabilitation Project

PSC Amount: \$8,500,000

PSC Est. Start Date: 11/05/2018

PSC Est. End Date 11/06/2023

1. Description of Work

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

Hetch Hetchy Water & Power's (HHWP) Renewal and Replacement Program (R&R) was developed to manage aging infrastructure, i.e., asset life extension of existing capital assets. This ongoing program includes understanding failure mechanisms, detection through comprehensive inspection and assessment, protection/correction. As part of this program, the SFPUC requires technical support for performing pipeline inspection services for steel pipe using HHWP's magnetic flux leakage tool, minor repair/replacement design projects, and developing various components of its R&R program for the San Joaquin Pipelines.

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

Eighty-five percent of the water supply for the SFPUC customers travels through the San Joaquin Pipelines (SJPL). The SJPL vary in age from 45 to over 80 years and still have many years of service life if the asset is maintained properly. If this service is denied, the SFPUC will not be able to understand the condition of the asset and minimize the potential of unplanned outages that will impact water supply delivery. Thus, these pipelines require inspection and minor repair and or replacement.

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

This service has not been provided in the past for the R&R program. PSC No. 40631-1516 was approved by the CSC on 11/15/2016; however, the project was delayed due to other high priority projects requiring regulatory compliance.

D. Will the contract(s) be renewed?

No.

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

This contract is expected to span over the next 5 years. Use of the MFL tool requires a shutdown and isolation of the SJPL system. Each shutdown must be scheduled during operationally acceptable times of the year and for appropriate durations. Complete inspection of the SJPL system will necessitate multiple shutdowns over sequential years.

2. Reason(s) for the Request

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

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

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

B. Explain the qualifying circumstances:

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

3. Description of Required Skills/Expertise

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

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

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

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

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

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

A. Explain why civil service classes are not applicable.

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

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, it would not be practical to adopt a new civil service class for this work due to the highly specialized nature and as-needed schedule for the services.

6. Additional Information

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
No. Due to the highly specialized work and level of expertise required for use of the MFL tool, City and County Employees will not be trained to use the MFL tool. The work is not a continuously reoccurring need for the City and County, but rather it will be completed by the end of the term of the contract.

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

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

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

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

7. **Union Notification:** On 12/29/2017, the Department notified the following employee organizations of this PSC/RFP request:
Architect & Engineers, Local 21; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21

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

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 45218 - 17/18

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/05/2018

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of SJackson@sfgwater.org
To: [Jackson, Shamica](mailto:Jackson,Shamica); amakavan@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; [Jackson, Shamica](mailto:Jackson,Shamica); [DHR-PSCCoordinator, DHR \(HRD\)](mailto:DHR-PSCCoordinator,DHR(HRD))
Subject: Receipt of Notice for new PCS over \$100K PSC # 45218 - 17/18
Date: Friday, December 29, 2017 11:54:44 AM

RECEIPT for Union Notification for PSC 45218 - 17/18 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 45218 - 17/18 for \$8,500,000 for Initial Request services for the period 11/05/2018 – 11/06/2023. 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/10495> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

Additional Attachment(s)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION -- PUC

Dept. Code: PUC

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

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

Type of Service: Hetch Hetchy Water & Power Tech-Srvcs. Large Pipeline Renewal & Replacement Program (PRO.0021)

Funding Source: HHWP Capital Improvement Plan

PSC Duration: 5 years 2 days

PSC Amount: \$8,500,000

1. Description of Work

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

Hetch Hetchy Water & Power's (HHWP) Renewal and Replacement Program (R&R) was developed to manage aging infrastructure, i.e., asset life extension of existing capital assets. This ongoing program includes understanding failure mechanisms, detection through comprehensive inspection and assessment, protection/correction. As part of this program, the SFPUC requires technical support for performing pipeline inspection services for steel pipe using HHWP's inline magnetic flux leakage tool, minor repair/replacement design projects, and developing various components of its R&R program for the San Joaquin Pipelines.

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

Eighty-five percent of the water supply for the SFPUC customers travels through the San Joaquin Pipelines. The San Joaquin Pipelines vary in age from 45 to over 80 years and still have many years of service life if the asset is maintained properly. If this service is denied, the SFPUC will not be able to understand the condition of the asset and minimize the potential of unplanned outages that will impact water supply delivery. Thus, these pipelines require inspection and minor repair and or replacement.

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

This service hasn't been provided in the past for the renewal and replacement program.

D. Will the contract(s) be renewed?

No.

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

The Technical Services-Large Pipeline Renewal & Replacement Program is expected to span over the next five years.

2. Reason(s) for the Request

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

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

B. Explain the qualifying circumstances:

Specialized expertise is required in life extension planning and minor repair and/or replacement of large steel pipelines.

3. Description of Required Skills/Expertise

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

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

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

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

These services with the HHWP MFL tool are on the cutting edge of new technology and are not available through the SFPUC.

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

A. Explain why civil service classes are not applicable.

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

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, it would not be practical to adopt a new civil service class for the inspection support due to the specialized nature of the services.

6. Additional Information

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
No. None. Specialized expertise is required in life extension planning and minor repair and/or replacement of large steel pipelines.

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 09/21/2015, the Department notified the following employee organizations of this PSC/RFP request:
Architect & Engineers, Local 21; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21

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

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 40631 - 15/16

DHR Analysis/Recommendation:

action date: 11/16/2015

Commission Approval Required

Approved by Civil Service Commission

11/16/2015 DHR Approved for 11/16/2015

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: Tunnel Engineering Design (PRO.0101)

Funding Source: SSIP Funded

PSC Duration: 2 years 1 day

PSC Amount: \$7,000,000

1. Description of Work

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

The primary scope of work is to design conveyance infrastructure to alleviate flooding for a susceptible portion of the City. Work will consist of engineering design and construction support for San Francisco Public Utilities Commission (SFPUC's) Folsom Area Stormwater Improvement Project. This includes up to 4,000 linear feet of approximately 12' inside diameter tunnel from Alameda and Treat Streets to approximately 7th and Berry Streets, launching and receiving shafts, and all related site investigation work (e.g., geotechnical and hazardous material).

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

The neighborhood surrounding 17th, 18th, and Folsom Streets has been historically subject to flooding during moderate to heavy storms. The design of this project is part of Sewer System Improvement Program (SSIP) Phase 1 to advance the City's goal of managing stormwater and minimizing flooding in the City's design storm. Design and construction of conveyance infrastructure protection is needed to alleviate flooding for a susceptible portion of the City and without this project, the 17th, 18th and Folsom Street areas will remain vulnerable to flooding.

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 hasn't been provided in the past.

D. Will the contract(s) be renewed?

No.

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

not applicable

2. Reason(s) for the Request

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

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

B. Explain the qualifying circumstances:

Design and construction of tunnels occurs infrequently and there is no continuous, long-term workload for this specialized service, nor is such expertise available from within City resources.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Highly specialized expertise is required to assist City staff to provide engineering design services for a large diameter sewer tunnel in Seismic Zone 4, including associated comprehensive geotechnical and hazardous material investigations and advanced numerical modeling.
- 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; 5241, Engineer; 5362, Engineering Assistant; 5364, Engineering Associate 1; 5366, Engineering Associate 2; 5602, Utility Specialist;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, drilling equipment for geotechnical/hazardous material investigation will be required.

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

SFPUC Engineering Management Bureau has reviewed the staffing plan and confirmed that such expertise is not available within current City resources. All related services that the City can provide -- such as design of smaller diameter tributary pipelines, geotechnical engineering, site assessment and remediation engineering, and hydraulic modeling -- will be performed by City resources, in collaboration with the consultant selected for this work.

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

- A. Explain why civil service classes are not applicable.
Design and construction of tunnels occurs infrequently. There is no reliably continuous, long-term workload for this service, which renders the hiring of long-term City employees unviable. Note that this project will be jointly performed by both City staff (SFPW & SFPUC) in areas of the project where these departments are qualified to engage, and the consultant team for the design work specific to the tunnel portion of the project.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, there is insufficient continuous, long term workload to support a long-term staff of tunnel designers.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
Yes. To foster the transfer of technical expertise relevant to tunnel design and construction to City staff, this contract will include provisions for approximately 40 hours of consultant-led, in-office training sessions at the SFPUC. While training topics will be determined jointly with SFPUC during the Design Phase, potential topics may include: tunnel safety, maintenance and rehabilitation strategies for tunnels, construction management of tunnel projects, pipeline fault crossing design, retrofitting of portals and pipelines for seismic hazards, geotechnical considerations related to rock or mixed soil tunnel design, tunnel lining design, tunneling methodology and shaft construction, alternative tunnel portal designs. Training will be relevant but not limited to: civil engineers, mechanical engineers, geotechnical engineers, structural engineers, construction managers, and project managers.

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

7. Union Notification: On 12/27/2017, the Department notified the following employee organizations of this PSC/RFP request:
Architect & Engineers, Local 21; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21

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

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 49868 - 17/18

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/05/2018

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of SJackson@sflower.org
To: [Jackson, Shamica](mailto:Jackson_Shamica); amakayan@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; [Jackson, Shamica](mailto:Jackson_Shamica); DHR-PSCCoordinator, [DHR \(HRD\)](mailto:DHR(HRD))
Subject: Receipt of Notice for new PCS over \$100K PSC # 49868 - 17/18
Date: Wednesday, December 27, 2017 4:20:15 PM

RECEIPT for Union Notification for PSC 49868 - 17/18 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 49868 - 17/18 for \$7,000,000 for Initial Request services for the period 08/01/2018 – 08/01/2020. 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/10486> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions

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

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

Modification
Personal Services Contracts

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH

Dept. Code: DPH

Type of Request: Initial Modification of an existing PSC (PSC # 49607 - 15/16)

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

Type of Service: Consulting for Assessment, Evaluation, Planning, Training, Grants, Media, and Tech. Assistance

Funding Source: Genl Fund;Federal & State Grants

PSC Original Approved Amount: \$2,000,000

PSC Original Approved Duration: 07/01/15 - 06/30/20 (5 years 1 day)

PSC Mod#1 Amount: \$5,000,000

PSC Mod#1 Duration: no duration added

PSC Mod#2 Amount: \$10,000,000

PSC Mod#2 Duration: 07/01/20-06/30/25 (5 years 1 day)

PSC Cumulative Amount Proposed: \$17,000,000

PSC Cumulative Duration Proposed: 10 years 2 days

1. Description of Work

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

Contractor(s) will be professional consultants who may provide services requiring broad and deep expertise in specialized areas, providing assistance to the Department as needed in areas such as assessment, evaluation, planning, grant writing, media development, and/or technical assistance services to support the planning, evaluation, promotion, and grant development needs of Department Primary Care and Prevention programs, including assistance in compliance with federal, State and local requirements. Contractor(s) will evaluate findings, assess and evaluate findings, provide technical reports, develop media promotion projects, develop grants, and provide expert technical assistance as required. Training services may include providing specialized courses or modules related to racial and cultural humility.

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

When the Department is audited by local, State and federal agencies, the use of an independent contractor and/or professional consultation firm to provide program development and evaluation services are beneficial and in some cases may be a requirement. Denial may result in failure to provide optimum patient care and failure to meet funding and regulatory requires.

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 to continue this PSC.

D. Will the contract(s) be renewed?

If there is a need and funding is available.

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

This request is to support the continuation of services. The services are as needed and dependent on the availability of funds and special State and Federal Grant initiatives.

2. Reason(s) for the Request

A. Display all that apply

- Short-term or capital projects requiring diverse skills, expertise and/or knowledge.
- Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).
- 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.
- Circumstances where there is a demonstrable potential conflict of interest (e.g., independent appraisals, audits, inspections, third party reviews and evaluations).

Explain the qualifying circumstances:

Projects utilizing consultants or consulting firms under this PSC will be short-term and as-needed. Some consultants may be hired to help the Department meet regulatory requirements, such as independent review of records. Some services may require independence in order to support Department compliance with audit or funding requirements, or when there is a potential conflict of interest, for example, review of financial or medical records.

B. Reason for the request for modification:

To extend the term and to increase the amount.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Contractor(s) must be independent, professional consultants or consulting firms with appropriate level and type of experience and expertise needed to provide specialized services in one or more areas such as public health planning, operational and programmatic assessment and evaluation related implementation of and compliance with the Affordable Care Act, (please see attachment)
- B. Which, if any, civil service class(es) normally perform(s) this work? 0955, Dep Dir V;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

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

Not Applicable

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

- A. Explain why civil service classes are not applicable.
 - Existing civil service classes provide ongoing services with high levels of responsibility and authority. The services of consultants contracted under this PSC will assist civil service staff in executing their duties and help the Department to ensure maximum levels of service delivery and accountability.

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: Consultants retained under this PSC will work closely with executive and mid-level managers to assist them in executing their duties and functions in assigned areas. As the services augment existing staff and are as-needed and generally project-based, the Department is seeking to complement rather than replace existing staff.

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

7. Union Notification: On 01/17/18, the Department notified the following employee organizations of this PSC/RFP request:

Municipal Executive Association;

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

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

Address: 101 Grove Street, Room 307, San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 49607 - 15/16

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/05/2018

Receipt of Union Notification(s)

Choi, Suzanne (HRD)

From: dhr-psccordinator@sfgov.org on behalf of jacquie.hale@sfdph.org
Sent: Wednesday, January 17, 2018 8:03 AM
To: Hale, Jacquie (DPH); camaguey@sfmea.com (contact); staff@sfmea.com; Carmona, Irene (DPH); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Modification Request to PSC # 49607 - 15/16 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The PUBLIC HEALTH -- DPH has submitted a modification request for a Personal Services Contract (PSC) for \$10,000,000 for services for the period July 1, 2020

– June 30, 2025. 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/5917>

Email sent to the following addresses: staff@sfmea.com camaguey@sfmea.com

Additional Attachment(s)



CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE
MAYOR

Sent Via Electronic Mail

November 20, 2015

NOTICE OF CIVIL SERVICE COMMISSION ACTION

SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACTS NUMBERS 31773-15/16; 40631-15/16; 41832-15/16; 40214-15/16; 42016-15/16; 45945-13/14; 4127-10/11; 49599-14/15 AND 49607-15/16

At its meeting of November 16, 2015 the Civil Service Commission had for its consideration the above matter.

The Commission took the following actions:

- 1) Conditionally approved PSC #41832-15/16 with the proviso that the department provides a report to the Commission on the status of finding City personnel to replace the Personal Services Contract in four (4) years.
- 2) Adopted the report and approved the request for all remaining PSCs (PSC numbers 31773-15/16, 40631-15/16, 40214-15/16, 42016-15/16, 45945-13/14, 4127-10/11, 49599-14/15 and 49607-45/16). This shall serve to notify 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

MICHAEL L. BROWN
Executive Officer

Attachment

Cc: Cynthia Avakian, Airport Commission
Kris Damalas, Economic and Workforce Development
Jacquie Hale, Department of Public Health
Cynthia Hamada, Municipal Transportation Agency
Shamica Jackson, Public Utilities Commission
Stacey Lo, Public Utilities Commission
Joan Lubamersky, General Services Agency
Ben Rosenfield, Controller's Office
Jaci Fong, Contract Administration
Commission File
Chron

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

Home >

Posting For November 16, 2015


Proposed Modifications to Personal Services Contracts

Commission Hearing Date

2015-11-18

APPLY

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
45945 - 13/14 - MODIFICATIONS 2015	November 16, 2015	AIRPORT COMMISSION -- AIR	\$20,000,000	\$37,000,000	Project Management Support Services (PMSS) and Design Build (DB) services to manage the design and construction of the Revenue Enhancement And Customer Hospitality Program (REACH) Boarding Area C (B/A C) and International Terminal Building (ITB) Improvements Project. Work will include project planning, project controls, reporting, scheduling, budgeting, document control, coordination, design management, contracts management, and constructability design review for the following projects: 1) Boarding Area C (B/A C) Improvements, 2) ITB Pre-Schematic, and 3) ITB Improvements.	08/31/2017	07/30/2019	REGULAR
4127 10/11 - MODIFICATIONS 2015	November 16, 2015	AIRPORT COMMISSION -- AIR	\$6,500,000	\$14,750,000	Construction Management (CM) team with design-build experience and Air Traffic Control Tower (ATCT) experience to manage the design, construction and activation of a new Federal Aviation Administration (FAA) ATCT at SFO and a three story shared use building at its base. The CM will be required to provide dedicated electrical and special systems Resident Engineers with direct FAA ATCT experience. The CM team will also be required to have high-rise structural and blast protection engineering and construction experience. The CM must be fully familiar with the FAA standards and requirements, and will enforce and document compliance. The CM will oversee the integration of FAA ATCT equipment, and will manage the critical activation and commissioning of the new ATCT and cutover from the old tower with no interruption to operations.	06/30/2017	12/31/2020	REGULAR
49599 - 14/15 - MODIFICATIONS 2015	November 16, 2015	GENERAL SERVICES AGENCY - CITY ADMIN -- ADM	\$250,000	\$400,000	Phase 1: Provide peer review for architectural and engineering designs related to the construction of a new Fleet Maintenance Facility Phase 2: Provide oversight for construction management tasks during the construction of the Facility.	10/01/2014	12/31/2017	REGULAR
4151-09/10 - MODIFICATIONS 2015	November 16, 2015	PUBLIC HEALTH -- DPH	\$117,951,000	\$268,025,786	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	01/01/2016	12/31/2017	REGULAR

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
4160 0910 - MODIFICATIONS	November 16, 2015	PUBLIC HEALTH - DPH	\$26,840,000	\$59,337,542	of needs of the client, and responding as clients change over time. 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.	01/01/2016	12/31/2017	REGULAR
 49607 - 15/16 - MODIFICATIONS	November 16, 2015	PUBLIC HEALTH - DPH	\$5,000,000	\$7,000,000	Contractor(s) will be professional consultants who may provide services requiring broad and deep expertise in specialized areas, providing assistance to the Department as needed in areas such as assessment, evaluation, planning, grant writing, media development, and/or technical assistance services to support the planning, evaluation, promotion, and grant development needs of Department Primary Care and Prevention programs, including assistance in compliance with federal, State and local requirements. Contractor(s) will evaluate findings, assess and evaluate findings, provide technical reports, develop media promotion projects, develop grants, and provide expert technical assistance as required. Training services may include providing specialized courses or modules related to racial and cultural humility.	11/01/2015	06/30/2020	REGULAR

TOTAL AMOUNT \$176,541,000

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - CITY ADMIN

Dept. Code: ADM

Type of Request: Initial Modification of an existing PSC (PSC # 49599 - 14/15)

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

Type of Service: New Fleet Facility peer review of design and constuction management

Funding Source: Word order funds

PSC Original Approved Amount: \$150,000

PSC Original Approved Duration: 10/01/14 - 09/30/15 (52 weeks)

PSC Mod#1 Amount: \$250,000

PSC Mod#1 Duration: 10/01/14-12/31/17 (2 years 13 weeks)

PSC Mod#2 Amount: no amount added

PSC Mod#2 Duration: 01/01/18-07/31/18 (30 weeks 1 day)

PSC Mod#3 Amount: no amount added

PSC Mod#3 Duration: 08/01/18-11/30/19 (1 year 17 weeks)

PSC Cumulative Amount Proposed: \$400,000

PSC Cumulative Duration Proposed: 5 years 8 weeks

1. Description of Work

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

Phase 1: Provide peer review for architectural and engineering designs related to the construction of a new Fleet Maintenance Facility

Phase 2: Provide oversight for construction management tasks during the construction of the Facility.

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

If General Services Agency (GSA)-Fleet does not vacate its present facility and move into a new facility by May 2016, The San Francisco Public Utilities Commission will face significant Regulatory penalties. The peer review will ensure that City staff utilize industry best practices for the design and construction of a unique Fleet Maintenance Facility. City staff last designed such a facility over 50 years ago, and welcomes the peer review.

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.
Under contract

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

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

2. Reason(s) for the Request

- A. Display all that apply

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

Explain the qualifying circumstances:

Knowledge of best standards for construction of a vehicle maintenance facility. Issues include logistics for vehicle movement, specialized venting for auto exhaust and storage of toxic chemicals, knowledge of repair processes to allow for correct location of machinery, equipment, tools and various liquids involved in repair/maintenance of the multiple types of vehicles in the CCSF fleet.

- B. Reason for the request for modification:

The purpose of the extension is to provide oversight during the Central Shops' transition into their newly constructed facility.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Architectural, Civil Industrial and Mechanical Engineering, Construction Management during the development of conceptual and construction designs. Essential understanding of applicable industry best practices, safe work environments, utilization of technologically advanced vehicle repair equipment and supporting infrastructures.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5241, Engineer; 5268, Architect;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

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

Not Applicable

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

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

After consulting with the Department of Public Works Bureau of Architecture, we all believe that an understanding of Fleet Maintenance best practices, equipment and work flow is essential to create a viable project design and ensure that construction proceeds according to unique design standards associated with fleet maintenance facilities. City staff do not have this knowledge. Civil service classes have architectural and engineering skills, but not specialized knowledge of fleet management operations and 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 current facility was constructed 50 years ago. The new facility will exist for many years into the future. Knowledge and skills are unique to fleet management needs.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
- 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.
Work started late and more work needs to be done than anticipated

7. Union Notification: On 01/24/18, the Department notified the following employee organizations of this PSC/RFP request:
Architect & Engineers, Local 21;

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

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

Address: One Carlton B. Goodlett Place, Room 362, San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 49599 - 14/15

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/05/2018

Receipt of Union Notification(s)

Lubamersky, Joan (ADM)

From: dhr-psccordinator@sfgov.org on behalf of joan.lubamersky@sfgov.org
Sent: Wednesday, January 24, 2018 1:50 PM
To: Lubamersky, Joan (ADM); tmathews@ifpte21.org; kschumacher@ifpte21.org;
kpage@ifpte21.org; erbach@ifpte21.org; pkim@ifpte21.org;
L21PSCReview@ifpte21.org; DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Modification Request to PSC # 49599 - 14/15 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The GENERAL SERVICES AGENCY - CITY ADMIN -- ADM has submitted a modification request for a Personal Services Contract (PSC) for \$0 for services for the period August 1, 2018 – November 30, 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/dhr Drupal/node/5920>

Email sent to the following addresses: L21PSCReview@ifpte21.org pkim@ifpte21.org erbach@ifpte21.org
kpage@ifpte21.org kschumacher@ifpte21.org tmathews@ifpte21.org

Additional Attachment(s)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - CITY ADMIN

Dept. Code: ADM

Type of Request: Initial Modification of an existing PSC (PSC # 49599 - 14/15)

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

Type of Service: New Fleet Facility peer review of design and constuction management

Funding Source: Word order funds

PSC Original Approved Amount: \$150,000

PSC Original Approved Duration: 10/01/14 - 09/30/15 (52 weeks)

PSC Mod#1 Amount: \$250,000

PSC Mod#1 Duration: 10/01/14-12/31/17 (2 years 13 weeks)

PSC Mod#2 Amount: no amount added

PSC Mod#2 Duration: 01/01/18-07/31/18 (30 weeks 1 day)

PSC Cumulative Amount Proposed: \$400,000

PSC Cumulative Duration Proposed: 3 years 43 weeks

1. Description of Work

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

Phase 1: Provide peer review for architectural and engineering designs related to the construction of a new Fleet Maintenance Facility

Phase 2: Provide oversight for construction management tasks during the construction of the Facility.

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

If General Services Agency (GSA)-Fleet does not vacate its present facility and move into a new facility by May 2016, The San Francisco Public Utilities Commission will face significant Regulatory penalties. The peer review will ensure that City staff utilize industry best practices for the design and construction of a unique Fleet Maintenance Facility. City staff last designed such a facility over 50 years ago, and welcomes the peer review.

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

By contract approved by Civil Service

D. Will the contract(s) be renewed?

No.

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

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:

Knowledge of best standards for construction of a vehicle maintenance facility. Issues include logistics for vehicle movement, specialized venting for auto exhaust and storage of toxic chemicals, knowledge of repair processes to allow for correct location of machinery, equipment, tools and various liquids involved in repair/maintenance of the multiple types of vehicles in the CCSF fleet.

B. Reason for the request for modification:

Project was delayed and has taken more time than planned to complete.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Architectural, Civil Industrial and Mechanical Engineering, Construction Management during the development of conceptual and construction designs. Essential understanding of applicable industry best practices, safe work environments, utilization of technologically advanced vehicle repair equipment and supporting infrastructures.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5241, Engineer; 5268, Architect;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

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

Not Applicable

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

- A. Explain why civil service classes are not applicable.
After consulting with the Department of Public Works Bureau of Architecture, we all believe that an understanding of Fleet Maintenance best practices, equipment and work flow is essential to create a viable project design and ensure that construction proceeds according to unique design standards associated with fleet maintenance facilities. City staff do not have this knowledge. Civil service classes have architectural and engineering skills, but not specialized knowledge of fleet management operations and 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 current facility was constructed 50 years ago. The new facility will exist for many years into the future. Knowledge and skills are unique to fleet management needs.

6. Additional Information

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

No.

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

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.
Work started late and more work needs to be done than anticipated

7. Union Notification: On 04/16/17, 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: 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# 49599 - 14/15

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 05/05/2017

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - CITY ADMIN Dept. Code: ADM

Type of Request: [] Initial [x] Modification of an existing PSC (PSC # 49599 - 14/15)

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

Type of Service: New Fleet Facility peer review of design and constuction management

Funding Source: Word order funds

PSC Original Approved Amount: \$150,000

PSC Original Approved Duration: 10/01/14 - 09/30/15 (52 weeks)

PSC Mod#1 Amount: \$250,000

PSC Mod#1 Duration: 10/01/14-12/31/17 (2 years 13 weeks)

PSC Mod#2 Amount: _____

PSC Mod#2 Duration: _____

PSC Cumulative Amount Proposed: \$400,000

PSC Cumulative Duration Proposed: 3 years 13 weeks

1. Description of Work

A. Scope of Work:

Phase 1: Provide peer review for architectural and engineering designs related to the construction of a new Fleet Maintenance Facility

Phase 2: Provide oversight for construction management tasks during the construction of the Facility.

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

If General Services Agency (GSA)-Fleet does not vacate its present facility and move into a new facility by May 2016, The San Francisco Public Utilities Commission will face significant Regulatory penalties. The peer review will ensure that City staff utilize industry best practices for the design and construction of a unique Fleet Maintenance Facility. City staff last designed such a facility over 50 years ago, and welcomes the peer review.

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

Yes by contract PSC 49499-14.15

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

2. Union Notification: On 10/08/15, the Department notified the following employee organizations of this PSC/RFP request: Architect & Engineers, Local 21;

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 49599 - 14/15

11/16/2015

DHR Analysis/Recommendation:

Commission Approval Required

Approved by Civil Service Commission

DHR Approved for 11/16/2015

-1924/16/2015

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

Architectural, Civil Industrial and Mechanical Engineering, Construction Management during the development of conceptual and construction designs. Essential understanding of applicable industry best practices, safe work environments, utilization of technologically advanced vehicle repair equipment and supporting infrastructures.

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

5241,5268,

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:

After consulting with the Department of Public Works Bureau of Architecture, we all believe that an understanding of Fleet Maintenance best practices, equipment and work flow is essential to create a viable project design and ensure that construction proceeds according to unique design standards associated with fleet maintenance facilities. City staff do not have this knowledge. Civil service classes have architectural and engineering skills, but not specialized knowledge of fleet management operations and requirements.

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

No. The current facility was constructed 50 years ago. The new facility will exist for many years into the future. Knowledge and skills are unique to fleet management needs.

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

YES NO

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

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD
ON 10/08/15 BY:

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

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

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - PUBLIC WORKS

Dept. Code: DPW

Type of Request: Initial Modification of an existing PSC (PSC # 48499 - 14/15)

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

Type of Service: As-Needed Learning and Training Services

Funding Source: Interdepartmental work orders

PSC Original Approved Amount: \$1,600,000

PSC Original Approved Duration: 01/01/15 - 12/31/18 (4 years)

PSC Mod#1 Amount: \$1,600,000

PSC Mod#1 Duration: 01/01/19-12/31/23 (5 years 1 day)

PSC Cumulative Amount Proposed: \$3,200,000

PSC Cumulative Duration Proposed: 9 years 1 day

1. Description of Work

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

As-needed learning and training services to support staff of design, engineering and construction management divisions regarding industry best practices, such as: sustainable design, design-build project delivery, negotiation strategy, technical training, mediation and partnering. The Department of Public Works intends to award up to four contract of up to \$400,000 value each, total contracts not to exceed \$1,600,000.

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

These services are needed as the design, engineering and construction industry's practices and technologies have advanced. As such, the department must remain competitive in order to be a provider of choice in these areas. Denial would result in a lack of current industry knowledge/best practices and the possible loss of contracts/work for the department. Additionally, the Mayor has directed the department to provide partnering on all large projects; denial would inhibit our ability to do so.

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 48499-14/15.

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:

The additional duration is for awarding new master agreements with 5-year contract terms.

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 Department of Public Works currently requires training for staff in areas of industry best practices in sustainable design, design-build project delivery, negotiation strateg, technical training, mediation and partnering.

B. Reason for the request for modification:

Current contracts are going to expire soon. Public Works will be advertising for a new pool to get as-needed Consultants to provide learning and training services. We are anticipating 4 contracts at \$400,000 each.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Trainers/consultants are professional subject matter experts in various disciplines within the design, engineering and construction management fields. The skills and expertise required vary but are all within these fields.
- 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.
Our current workforce is in need of education and training on the most current advancements within the areas of design, engineering and construction management. Wherever possible, the department utilizes our own staff to train each other but advancements in technology, sustainable building practices, design build project delivery and negotiation, mediation and partnering best practices require all staff to be trained/given continuing education in these areas.
- 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. Advancements in technology, sustainable building practices, design build project delivery and negotiation, mediation and partnering best practices require a third party consultant with up-to-date expertise to train our saff.

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.

See attachment for complete response.

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

No.

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

No.

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

No.

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

No.

7. **Union Notification:** On 01/29/18, 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# 48499 - 14/15

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/05/2018

Receipt of Union Notification(s)

Cheng, Paul (DPW)

From: dhr-psccordinator@sfgov.org on behalf of david.bui@sfdpw.org
Sent: Monday, January 29, 2018 2:21 PM
To: Bui, David (DPW); sarah.wilson@seiu1021.org; kschumacher@ifpte21.org; kpage@ifpte21.org; peter.masiak@seiu1021.org; eerbach@ifpte21.org; tmathews@ifpte21.org; amakayan@ifpte21.org; jb@local16.org; Ricardo.lopez@sfgov.org; Basconcillo, Katherine (PUC); Sandeep.lal@seiu1021.me; pcamarillo_seiu@sbcglobal.net; MRainsford@Local39.org; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; pkim@ifpte21.org; agonzalez@iam1414.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; gail@sfflocal798.org; cityworker@sfcwu.org; davidmkersten@gmail.com; djohnson@opcmialocal300.org; hodlocal@pacbell.net; ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org; xiumin.li@seiu1021.org; Poon, Sin Yee (HSA); smcgarry@nccrc.org; rmitchell@twusf.org; grojo@Local39.org; jduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org; L21PSCReview@ifpte21.org; sfsmsa@gmail.com; mshelley@dc16.us; david.canham@seiu1021.org; jtanner940@aol.com; oashworth@ibew6.org; L21PSCReview@ifpte21.org; LiUNA.local261@gmail.com; local200twu@sbcglobal.net; speedy4864@aol.com; camaguey@sfmea.com (contact); ecdemvoter@aol.com; thomas.vitale@seiu1021.org; Cheng, Paul (DPW); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Modification Request to PSC # 48499 - 14/15 - 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 \$1,600,000 for services for the period January 1, 2019 – December 31, 2023. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

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

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/10633>

Email sent to the following addresses: L21PSCReview@ifpte21.org pkim@ifpte21.org eerbach@ifpte21.org kpage@ifpte21.org kschumacher@ifpte21.org tmathews@ifpte21.org

Additional Attachment(s)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

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

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

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

Type of Service: As-Needed Learning and Training Services

Funding Source: Interdepartmental work orders PSC Duration: 4 years
PSC Amount: \$1,600,000 PSC Est. Start Date: 01/01/2015 PSC Est. End Date: 12/31/2018

1. Description of Work

A. Scope of Work:

As-needed learning and training services to support staff of design, engineering and construction management divisions regarding industry best practices, such as: sustainable design, design-build project delivery, negotiation strategy, technical training, mediation and partnering. The Department of Public Works intends to award up to four contract of up to \$400,000 value each, total contracts not to exceed \$1,600,000.

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

These services are needed as the design, engineering and construction industry's practices and technologies have advanced. As such, the department must remain competitive in order to be a provider of choice in these areas. Denial would result in a lack of current industry knowledge/best practices and the possible loss of contracts/work for the department. Additionally, the Mayor has directed the department to provide partnering on all large projects; denial would inhibit our ability to do so.

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.

In the past, individual employees would enroll in outside training courses regarding industry trends. As advancements have been made in these industries, the department must recognize that all of our staff requires training on these advancements. Regarding partnering, for large projects, partnering facilitation has been provided by an outside firm or consultant through the general contractor. See attachment for complete response.

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

2. Union Notification: On 09/09/2014, the Department notified the following employee organizations of this PSC/RFP request: all unions were notified

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 48499 - 14/15

DHR Analysis/Recommendation:

10/20/2014

Commission Approval Required

DHR Approved for 10/20/2014

-200- Approved by Civil Service Commission

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

Trainers/consultants are professional subject matter experts in various disciplines within the design, engineering and construction management fields. The skills and expertise required vary but are all within these fields.

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

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

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:

Our current workforce is in need of education and training on the most current advancements within the areas of design, engineering and construction management. Wherever possible, the department utilizes our own staff to train each other but advancements in technology, sustainable building practices, design build project delivery and negotiation, mediation and partnering best practices require all staff to be trained/given continuing education in these areas.

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

No. Advancements in technology, sustainable building practices, design build project delivery and negotiation, mediation and partnering best practices require a third party consultant with up-to-date expertise to train our staff.

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? See attachment for complete response.	<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 09/24/2014 BY:

Name: David Bui Phone: 415-554-6417 Email: david.bui@sfdpw.org

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

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION

Dept. Code: PUC

Type of Request: Initial Modification of an existing PSC (PSC # 4126-10/11)

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

Type of Service: SFPUC Right of Way Services, Sewer System, Improvement Program (CS-200)

Funding Source: Real Estate, Natural Resources

PSC Original Approved Amount: \$3,500,000 PSC Original Approved Duration: 09/01/11 - 08/31/16 (5 years 1 day)

PSC Mod#1 Amount: no amount added PSC Mod#1 Duration: 09/01/16-08/31/18 (2 years)

PSC Mod#2 Amount: no amount added PSC Mod#2 Duration: 09/01/18-01/31/21 (2 years 22 weeks)

PSC Cumulative Amount Proposed: \$3,500,000 PSC Cumulative Duration Proposed: 9 years 22 weeks

1. Description of Work

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

A full range of Right of Way work is required. This includes Planning and Budgets, Pre-California Environmental Quality Act (CEQA) activities such as obtaining Permits to Enter, Right of Way Estimates, Appraisals, POST-CEQA Acquisitions, Relocation Services, clerical support services, project tracking, and as-needed work. Property Management and Lease Negotiation services shall be limited to non Sewer System Improvement Program (SSIP) projects.

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

The Right of Way Services are required for several large upcoming SSIP Projects and clean up on Water System Improvement Program (WSIP) Projects as well as Real Estate Services, Natural Resources/Land Management and City Distribution Division needs. These services are vital to completing the requirements under these programs.

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

This service is currently being provided via PSC No. 4126-10/11.

D. Will the contract(s) be renewed?

To be determined, depending on needs of the San Francisco Public Utilities Commission(SFPUC).

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

The duration is more than five (5) years to provide Right of Way services for a full range of Right of Way work is required. This includes Planning and Budgets, Pre-California Environmental Quality Act(CEQA) activities such as obtaining Permits to Enter, Right of Way Estimates, Appraisals, POST-CEQA Acquisitions, Relocation Services, clerical support services, project tracking, and as-needed

work. Property Management and Lease Negotiation services shall be limited to non Sewer System Improvement Program projects.

2. Reason(s) for the Request

A. Display all that apply

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

Explain the qualifying circumstances:

The SFPUC Real Estate Services (RES) and Department of Real Estate (DRE) do not have the capacity and/or expertise to handle the various projects given their size and schedule. RES and DRE are both involved in reviewing and approving work to ensure that the appraisals standards are met and that each acquisition is approved.

B. Reason for the request for modification:

To align the PSC duration with the Contract duration.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Right of Way expertise in preparing appraisal reports, acquisition of fee, temporary and permanent easements, access roads, Relocation Assistance Program, Right of Way estimating, scheduling, budgeting, knowledge of all federal and state regulations, uniform act, ability to work with title companies, and all related aspects of right of way work.
- B. Which, if any, civil service class(es) normally perform(s) this work? 4143, Principal Real Property Ofc;
- 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 Real Property classifications primarily handle leasing and development transactions. The City does not have the in-depth staff to handle right of way appraisals, acquisition, or relocation 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, because these assignments are project specific with limited duration and would not be practical.

6. Additional Information

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

No.

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

No training will be provided because these assignments are project specific with limited duration.

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.

Associated Right of Way Services, Inc.

7. **Union Notification:** On 01/31/18, the Department notified the following employee organizations of this PSC/RFP request:

Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21; Architect & Engineers, Local 21;

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

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4126-10/11

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/05/2018

Receipt of Union Notification(s)

Choi, Suzanne (HRD)

From: dhr-psccordinator@sfgov.org on behalf of SJackson@sflower.org
Sent: Wednesday, January 31, 2018 2:07 PM
To: Jackson, Shamica (PUC); amakayan@ifpte21.org; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Modification Request to PSC # 4126-10/11 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a modification request for a Personal Services Contract (PSC) for \$0 for services for the period September 1, 2018 – January 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/7479>

Email sent to the following addresses: L21PSCReview@ifpte21.org pkim@ifpte21.org eerbach@ifpte21.org kpage@ifpte21.org kschumacher@ifpte21.org tmathews@ifpte21.org amakayan@ifpte21.org

Additional Attachment(s)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION

Dept. Code: PUC

Type of Request: Initial Modification of an existing PSC (PSC # 4126-10/11)

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

Type of Service: SFPUC Right of Way Services, Sewer System, Improvement Program (CS-200)

Funding Source: Real Estate, Natural Resources

PSC Original Approved Amount: \$3,500,000 PSC Original Approved Duration: 09/01/11 - 08/31/16 (5 years 1 day)

PSC Mod#1 Amount: no amount added PSC Mod#1 Duration: 09/01/16-08/31/18 (2 years)

PSC Cumulative Amount Proposed: \$3,500,000 PSC Cumulative Duration Proposed: 7 years 1 day

1. Description of Work

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

A full range of Right of Way work is required. This includes Planning and Budgets, Pre-California Environmental Quality Act (CEQA) activities such as obtaining Permits to Enter, Right of Way Estimates, Appraisals, POST-CEQA Acquisitions, Relocation Services, clerical support services, project tracking, and as-needed work. Property Management and Lease Negotiation services shall be limited to non Sewer System Improvement Program (SSIP) projects.

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

The Right of Way Services are required for several large upcoming SSIP Projects and clean up on Water System Improvement Program (WSIP) Projects as well as Real Estate Services, Natural Resources/Land Management and City Distribution Division needs. These services are vital to completing the requirements under these programs.

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

This service is currently being provided via PSC No. 4126-10/11.

D. Will the contract(s) be renewed?

To be determined, depending on needs of the San Francisco Public Utilities Commission (SFPUC).

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

The duration is more than five (5) years to provide Right of Way services for a full range of Right of Way work is required. This includes Planning and Budgets, Pre-California Environmental Quality Act (CEQA) activities such as obtaining Permits to Enter, Right of Way Estimates, Appraisals, POST-CEQA Acquisitions, Relocation Services, clerical support services, project tracking, and as-needed work. Property Management and Lease Negotiation services shall be limited to non Sewer System Improvement Program projects.

2. Reason(s) for the Request

A. Display all that apply

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

Explain the qualifying circumstances:

The SFPUC Real Estate Services (RES) and Department of Real Estate (DRE) do not have the capacity and/or expertise to handle the various projects given their size and schedule. RES and DRE are both involved in reviewing and approving work to ensure that the appraisals standards are met and that each acquisition is approved.

B. Reason for the request for modification:

To align the PSC duration with the Contract duration.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Right of Way expertise in preparing appraisal reports, acquisition of fee, temporary and permanent easements, access roads, Relocation Assistance Program, Right of Way estimating, scheduling, budgeting, knowledge of all federal and state regulations, uniform act, ability to work with title companies, and all related aspects of right of way work.
- B. Which, if any, civil service class(es) normally perform(s) this work? 4143, Principal Real Property Ofc;
- 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 Real Property classifications primarily handle leasing and development transactions. The City does not have the in-depth staff to handle right of way appraisals, acquisition, or relocation 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, because these assignments are project specific with limited duration and would not be practical.

6. Additional Information

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
No training will be provided because these assignments are project specific with limited duration.

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.
Associated Right of Way Services, Inc.

7. **Union Notification:** On 06/07/16, the Department notified the following employee organizations of this PSC/RFP request:
Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21; Architect & Engineers, Local 21;

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

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4126-10/11

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 06/20/2016



CITY & COUNTY OF SAN FRANCISCO Civil Service Commission

- MEETINGS
- RULES
- ABOUT US
- POLICIES
- FORMS
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Home » June 20, 2011 Regular Meeting

June 20, 2011 Regular Meeting

Civil Service Commission - June 20, 2011

AMENDED

STAY CONNECTED



MINUTES

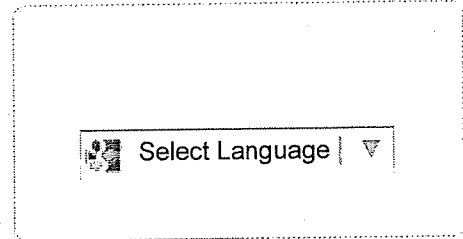
Regular Meeting

June 20, 2011

2:00 p.m.

ROOM 400, CITY HALL

1 Dr. Carlton B. Goodlett Place



CALL TO ORDER

2:07 p.m.

ROLL CALL

President E. Dennis Normandy	Not present (Notified absence)
Vice President Donald A. Casper	Present
Commissioner Morgan R. Gorrondo	Not present (Notified absence)
Commissioner Mary Y. Jung	Present
Commissioner Lisa Seitz Gruwell	Present

Governor for his signature. The proposed legislation will affect the process by which appointments are made to merit system boards and commissions. It provides that one half will be appointed by the governing body (in our case, the Board of Supervisors) and the other half, nominated by the recognized employee organization. Currently, Civil Service Commissioners are appointed by the Mayor to six-year terms.

The Commission directed the Executive Officer to communicate its concerns and coordinate with City agencies in conveying its opposition to AB 455.

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

0154-11-8

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
			<p>The Forensic Services Division (FSD) of the SF Police Department and the Office of Chief Medical Examiner (OCME) require specialized facilities that meet requirements of accreditation agencies for autopsy complexes and forensic science laboratories and that can ensure the chain-of-custody for evidence</p> <p>expectation of the</p>		

4115-10/11	Public Works	\$2,500,000	courts of law. The original PSC #4065-07/08 was approved on 12/03/2007 for \$450,000, and modified on 10/20/2008 for \$950,000. In this regard, a consultant has been under contract and has thus far provided specialized architectural, engineering, and related professional services for programming the facilities and the development of essential design criteria. The services proposed within this PSC will enable the further development of both specialized facilities through the Schematic Design Phase and the work products of this effort will assist City staff in preparing for the Bond Measure scheduled for the November 2013 Ballot.	Regular	12/31/17
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June 6, 2011:

Postpone to the meeting of June 20, 2011 with the presence of a DPW representative.

Speakers:

Jim Buker, Department of Public Works

Action:

Adopt the report; Approve request for proposed personal service contract. Notify the Office of the Controller and the Office of Contract Administration. (Vote of 3 to 0)

0166-11-8

Review of request for approval of proposed personal services contract.
(Item No. 8)

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
4116-10/11	General Services Agency	\$300,000	Replacement of only the audio portion of a highly integrated audio/video/remote control system. San Francisco City Hall uses a complex audio-visual system to provide sound and video services to the City Hall hearing rooms, SFG-TV broadcast facilities, in-house TV systems and Civic events held throughout the building. The AV system was custom designed in 1997	Regular	12/31/11

			<p>and installation completed in 1998. Many of the components are obsolete and no longer supported by the manufacturer. At this time only the audio portion of a highly integrated system is to be replaced. All new equipment must be compatible with and fully operational with unchanged components.</p>		
4117-10/11	Municipal Transportation Agency	\$53,000,000	<p>The SMTA in cooperation with the Risk Management Division of the Office of the City Administrator seeks broker(s) to establish an Owner Controlled Insurance Program (OCIP) for the Third Street Light Rail Transit Project, Phase 2 - Central Subway Project. The broker(s) will market and place insurance coverages for worker's compensations, general liability, excess liability and builder's risk. The broker(s) will administer the OCIP for 5 Central Subway Project construction contracts - Tunneling, Moscone Station, Union Square/Market Street Station, Chinatown Station, and Surface Station/</p>	Regular	05/31/19

			<p>Systems with a total construction cost of \$700 million. In addition, the broker(s) will provide services for risk control, claims management, loss control and safety, and risk management information system. The approximate cost for premium and administrative services during the contract period of 8 years is \$53 million.</p>		
4118-10/11	Port Commission	\$596,000	<p>Develop a Waterborne All-Hazard Response Plan for the San Francisco Bay Region. Identify gaps in response responsibilities, authorities, coordination structures, location and ownership of assets. This plan will address gaps by identifying pertinent waterborne and land-based assets; clarifying responsibilities, authorities and coordination structures by disaster type and geographic location. The competed work product will be</p>	Regular	03/31/12

			classified as Security Sensitive.		
4119-10/11	Port Commission	\$662,357	<p>The scope of services under this PSC includes preparation and implementation of BORP plans for Port's critical and essential facilities. The consulting engineers will assess the Port's critical facilities and prepare BORP plans; including facility-specific post-earthquake inspection plans. The Port will seek assistance from the Structural Engineers Association of Northern California (SEAONC) BORP Subcommittee under the guidance of San Francisco Department of Building Inspection (DBI) to assist in review and acceptance of these written BORP inspection plans. The BORP Subcommittee is comprised of qualified volunteer engineers. This BORP Program requires consulting engineering to be available to provide post disaster inspection services.</p>	Regular	03/31/16
			Provision of intermittent, as needed, temporary, on-call professional,		

4120-10/11	Public Health	\$1,550,000	<p>licensed Physical, Occupational and</p> <p>Speech Therapists and Occupational Therapy Assistants, 7 days a week, 8:00 AM to 4:30 PM. Therapists will be available on a 24 hour basis to provide back-up coverage to Civil Service staff positions during scheduled and unscheduled staff absences.</p>	Regular	06/30/16
4121-10/11	Public Health	\$890,000	<p>As needed, temporary, supplemental transcription and credential verification registry personnel services for</p> <p>the Medical Staff Services Department of San Francisco General Hospital (SFGH). This service provides temporary staff during unanticipated peaks in demand and whenever full time staff is unavailable to attend standing meetings of eleven (11) SFGH medical committees. Temporary staff track medical staff attendance, prepare agenda and provide transcriptions of the meeting minutes. Temporary staff also verifies provider licenses, certificates and board</p>	Regular	12/31/16

			<p>certifications of physicians, dentists, nurse practitioners, nurse anesthetists and midwives on an as needed basis.</p>		
4122-10/11	Public Health	\$1,260,000	<p>The contractor will provide expert consultation and project management implementation assistance to the Department for the eClinical Works Ambulatory Electronic Medical Record (EMR) in Primary Care and Specialty Clinics. The contractor is a Certified eClinical Works implementation specialist and will address specific areas of the implementation including system design, build and integration as well as project management functions to coordinate the efforts of multiple project work teams. This engagement will be limited to the time request to implement the system at Departmental clinical sites over a 42 month period subject to project funding.</p>	Regular	12/31/14
			<p>The consultant will provide the Redistricting Task Force with technical assistance in</p>		

<p>4123-10/11</p>	<p>Elections</p>	<p>\$95,000</p>	<p>redrawing San Francisco's supervisorial districts. Services include, but are not limited to, data gathering, database construction, data analysis, mapping, public education on redistricting, and consulting during the Task Force's public meetings. To provide these services, the consultant must have professional knowledge of and experience in cartography, demography, statistical analysis, and federal and state redistricting law.</p>	<p>Regular</p>	<p>04/15/12</p>
<p>4124-10/11</p>	<p>Public Utilities Commission</p>	<p>\$96,000</p>	<p>Contractor shall implement the following: (1) transport San Mateo thorn mint seeds from California Dept of Fish and Game (CDFG) and US Fish and Wildlife Service (USFWS)-approved nursery; (2) plant seeds at sites designated by SFPUC Natural Resources; and (3) monitor and document the survivorship and reproductive fitness of the plants at each site. Contractor must have specialized experience working with individuals of</p>	<p>Regular</p>	<p>07/01/17</p>

			<p>this species; Contractor must carry a 2081(a) permit from CDFG authorizing the contractor to possess/handle San Mateo thorn mint individuals.</p>		
4125-10/11	Public Utilities Commission	\$2,300,000	<p>The Upper Alameda Creek Filter Gallery Project (UACFG) project would design and construct a water collection facility beneath the streambed of Alameda Creek near its confluence with San Antonio Creek. The primary purpose of the UACFG project is to capture water from below Alameda Creek for diversion into the SFPUC regional water system.</p>	Regular	06/01/16
4126-10/11	Public Utilities Commission	\$3,500,000	<p>A full range of Right of Way work is required. This includes Planning and Budgets, Pre-CEQA activities such as obtaining Permits to Enter, Right of Way Estimates, Appraisals, POST-CEQA Acquisitions, Relocation Services, clerical support services, project tracking, and as-needed work. Property</p>	Regular	08/31/16

			Management and Lease Negotiations services shall be limited to non Sewer System Improvement Program projects.		
4080-08/09	Port Commission	<p>Increase Amount</p> <p>\$0</p> <p>New Amount</p> <p>\$400,000</p>	<p>This work is Phase 3 of a three phase project which was authorized under PSC #4080-08/09 and awarded to Coast and Harbor Engineering, Inc. This work requires that the Engineer of Record (EOR) participate in the preconstruction meeting for the commencement of project construction and be available throughout construction to review and approve shop drawings, respond to contractor's request for interpretation (RFI) of plans and specifications, review change order requests, final walk-through for punch list, etc. This work is necessary to complete the construction phase of the project work involving shoreline protection work in preparation for the development of MissionBayPark.</p>	Modification	06/30/12

			<p>Dispension (POD) equipment and supplies for all POD trailers, will create multilingual signs for use in POD sites , will develop traffic routes and cubic</p> <p>footage requirements for antibiotic distribution between the storage and POD sites, and regionally agreed upon mass prophylaxis training modules, a</p> <p>website, and internet screening process to provide anti biotic prophylaxis.</p>	
--	--	--	--	--

Rohan Lane

, General Services Agency spoke on PSC #4116-10/11.

Norma Nelson and Andres Acevedo, Port Commission spoke on PSC #4118-10/11 and 4119-10/11.

Speakers:

Jacquie Hale, Department of Public Health spoke on PSC #4121-10/11.

Pauson Yun and Jessica Appel (Shors) spoke on PSC #4124-10/11.

Pauson Yun and Chris Geiger, Ph.D. spoke on PSC #4015-06/07.

Action:

AK

personal service contracts. Notify the Office of the Controller and the Office of Contract Administration. (Vote of 3 to 0)

0167-11-8

Review of request for approval of proposed personal services contract.
(Item No. 9)

Civil Service Commission | Email: civilservice@sfgov.org | Phone: 415-252-3247 | **311** - Service 24x7



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REPORTS

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION

Dept. Code: PUC

Type of Request: Initial Modification of an existing PSC (PSC # 45090 - 13/14)

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

Type of Service: Technical Support & Maintenance Service – Digital Wall (CS-357)

Funding Source: 525GG Operations Budget

PSC Original Approved Amount: \$500,000

PSC Original Approved Duration: 01/06/14 - 01/06/17 (3 years 1 day)

PSC Mod#1 Amount: \$250,000

PSC Mod#1 Duration: 01/07/17-07/06/18 (1 year 25 weeks)

PSC Mod#2 Amount: \$744,067

PSC Mod#2 Duration: 07/07/18-03/26/21 (2 years 37 weeks)

PSC Cumulative Amount Proposed: \$1,494,067

PSC Cumulative Duration Proposed: 7 years 11 weeks

1. Description of Work

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

The Digital Arts Wall is used to showcase and educate the public on the SFPUCs Water, Power and Sewer systems as well as provide real-time information about building performance relating to energy and water efficiency. This helps fulfill a Leadership Energy Environmental Design (LEED) requirement to incorporate educational components related to sustainability into a LEED certified building. Contractor will provide support and ongoing maintenance of the \$1.2M Digital Arts Wall located at 525 Golden Gate Ave. The Digital Arts Wall consists of (160) Christie Microtiles which provide a seamless digital video canvas with a resolution of 24,000 x 1,800.

Scope Change

There are not changes to Obscura's previously approved services with regard to its ANNUAL SUPPORT for the Digital Wall software and hardware. They are merely being extended for an additional three years.

However, as mentioned above, the Digital Art Wall is now entering its 6th year of use at the SFPUC and, as such, is due for a comprehensive system hardware and software upgrade. As part of this upgrade, SFPUC requires replacement hardware and software that Obscura must purchase and/or build, configure and install for the SFPUC. This will require Obscura to perform the following tasks not previously required under this contract:

Hardware Procurement

- Microtiles (Christie Digital)
- Obscura Servers, Speakers and Interactive Camera Hardware

Hardware Configuration and Testing

- Build Development Rig at Obscura

Software Mode Redevelopment

- Snowfall to Outfall
- Code Review (weekly) / Status Update (Replicated for each component)
- Dashboard
- Art Mode
- Photo Stream
- CMS and Experience Control Interface
- Upgraded SW Camera Software
- Quality Assurance: Each component reviewed as completed

On-site

- Remove and Replace Christie Micro-tiles
- Remove and Replace Server Room Hardware
- Software Testing & Bug remediation
- Camera Calibration & fine tuning
- Building Management Systems Integration for real time Dashboard inputs
- Christie Digital Site Certification
- Commissioning, SFPUC staff Training

- Project Acceptance

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

The proprietary software operating the Digital Arts Wall requires regular software updates/maintenance/fixes to prevent service interruption or loss of functionality. Currently, the Digital Arts Wall is in a partially functional state due to lack of software maintenance – only 1 of 4 applications is functional. Denial of this service agreement will prevent the SFPUC from regaining full functionality of the Digital Arts Wall.

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

Yes. This service is currently being provided by PSC No. 45090-13/14

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:

Should Obscura be permitted to upgrade the Digital Art Wall, it should also be permitted to provide continued technical support and maintenance of it for an additional three years, thereby extending the contract duration to a total of 7 years. Because Obscura has designed, configured and installed the Digital Art Wall, it retains the worldwide rights to, interest in, and ownership of the intellectual property used to maintain it. Further, it would be inconceivable for the SFPUC to host such a highly advanced art wall without the technical support and maintenance of its manufacturer.

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:

Proprietary software framework is used to operate the Digital Arts Wall.

B. Reason for the request for modification:

The Digital Art Wall, now entering into its 6th year of use at the SFPUC, is due for a comprehensive system hardware and software upgrade. Therefore, SFPUC is requesting to amend its existing contract with Obscura to allow for the purchase of a system software/hardware upgrade from Obscura and three additional years of support and maintenance services for the Digital Art Wall. The total cost for the upgrade will be \$780,658, of which \$485,158 relates to the cost of the hardware and software and \$295,000 relates to the technical services required to perform the upgrade. Because the PSC dates and amounts do not currently align with the contract amount and duration, please see below for a summary of the

contract, its subsequent amendments and the basis for our duration and amount request: CS-357 Original Agreement: PSC Duration: 1/6/14 to 1/6/17 PSC Amount: \$500,000 Contract Duration: 3/27/14 to 3/26/17 Contract NTE Amount: \$284,807

***** CS-357 Amendment 1, PSC Modification No. 1: PSC Cumulative Duration: 1/6/14 to 7/6/18 PSC Cumulative Amount: \$750,000 Contract Cumulative Duration: 3/27/14 to 3/26/17 Contract Cumulative NTE Amount: \$392,454 ***** CS-357 Amendment 2, PSC Modification No. 2: PSC Cumulative Duration: 1/6/14 to 3/26/21 PSC Cumulative Amount: \$1,494,066 Contract Cumulative Duration: 3/27/14 to 3/26/21 Contract Cumulative NTE Amount: \$1,494,066 ***** Breakdown of All Contract Costs Software/Hardware Support: \$520,038 (Years 1-7, paid annually) Extended Warranties: \$103,371 (Years 1-3) As-Needed Technical Services: \$ 90,000 (Years 1-7, covers those services not included in the annual hardware/software support or warranties) System Refresh Hardware/Software: \$485,158 (Year 5: Includes all system hardware, software and taxes) System Refresh Technical Services: \$295,500 (Year 5: Technical services required to perform system refresh) ----- Total: \$1,494,066

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Requires Christie Authorized service technician to perform Christie Microtile maintenance which includes but is not limited to; Microtile screen and housing cleaning, source lamp alignment and color calibration and firmware updates.
- 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.
Civil service classes are not applicable because a proprietary software framework used to operate the Digital Arts Wall.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: This would not be practical or possible since the technology used to operate the Digital Arts Wall is intellectual property and they do not license their software for commercial use or development outside of their organization.

6. Additional Information

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

- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
There will be no training provided because proprietary software is used to operate the Digital Arts Wall.
- 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.
OBSCURA DIGITAL INC

7. **Union Notification:** On 01/17/18, 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: Taraneh Moayed Phone: 415-551-4377 Email: tmoayed@sfgwater.org

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 45090 - 13/14

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/05/2018

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org
To: Moayed, Taraneh; sarah.wilson@seiu1021.org; kschumacher@ifpte21.org; kpage@ifpte21.org; peter.masiak@seiu1021.org; eerbach@ifpte21.org; tmathews@ifpte21.org; amakayan@ifpte21.org; jb@local16.org; Ricardo.lopez@sfgov.org; Basconcillo, Kathy; Sandeep.lal@seiu1021.me; pcamarillo_seiu@sbcglobal.net; MRainsford@Local39.org; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; pkim@ifpte21.org; agonzalez@iam1414.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; gail@sfflocal798.org; cityworker@sfcwu.org; davidmkersten@gmail.com; djohnson@opcmialocal300.org; hodlocal@pacbell.net; ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org; xiumin.li@seiu1021.org; Poon, Sin Yee (HSA); smcgarry@nccrc.org; rmitchell@twusf.org; grojo@Local39.org; iduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org; L21PSCReview@ifpte21.org; sfsmsa@gmail.com; mshelley@dc16.us; david.canham@seiu1021.org; jtanner940@aol.com; oashworth@ibew6.org; L21PSCReview@ifpte21.org; LiUNA.local261@gmail.com; local200twu@sbcglobal.net; speedy4864@aol.com; camaguey@sfmea.com; ecdemvoter@aol.com; thomas.vitale@seiu1021.org; Jackson, Shamica; DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Modification Request to PSC # 45090 - 13/14 - MODIFICATIONS
Date: Wednesday, January 17, 2018 4:19:57 PM

PSC RECEIPT of Modification notification sent to Unions and DHR

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a modification request for a Personal Services Contract (PSC) for \$744,067 for services for the period July 7, 2018 – March 26, 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/8432>

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 UTILITIES COMMISSION

Dept. Code: PUC

Type of Request: Initial Modification of an existing PSC (PSC # 45090 - 13/14)

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

Type of Service: Technical Support & Maintenance Service – Digital Wall (CS-357)

Funding Source: 525GG Operations Budget

PSC Original Approved Amount: \$500,000

PSC Original Approved Duration: 01/06/14 - 01/06/17 (3 years 1 day)

PSC Mod#1 Amount: \$250,000

PSC Mod#1 Duration: 01/07/17-07/06/18 (1 year 25 weeks)

PSC Cumulative Amount Proposed: \$750,000

PSC Cumulative Duration Proposed: 4 years 25 weeks

1. Description of Work

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

The Digital Arts Wall is used to showcase and educate the public on the SFPUCs Water, Power and Sewer systems as well as provide real-time information about building performance relating to energy and water efficiency. This helps fulfill a Leadership Energy Environmental Design (LEED) requirement to incorporate educational components related to sustainability into a LEED certified building. Contractor will provide support and ongoing maintenance of the \$1.2M Digital Arts Wall located at 525 Golden Gate Ave. The Digital Arts Wall consists of (160) Christie Microtiles which provide a seamless digital video canvas with a resolution of 24,000 x 1,800.

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

The proprietary software operating the Digital Arts Wall requires regular software updates/maintenance/fixes to prevent service interruption or loss of functionality. Currently, the Digital Arts Wall is in a partially functional state due to lack of software maintenance – only 1 of 4 applications is functional. Denial of this service agreement will prevent the SFPUC from regaining full functionality of the Digital Arts Wall.

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

This service is currently being provided via PSC No. 45090-13/14 (CS-357)

D. Will the contract(s) be renewed?

Yes.

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

N/A

2. Reason(s) for the Request

A. 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:

Proprietary software framework is used to operate the Digital Arts Wall.

B. Reason for the request for modification:

To align the PSC and Contract amount and duration.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Requires Christie Authorized service technician to perform Christie Microtile maintenance which includes but is not limited to; Microtile screen and housing cleaning, source lamp alignment and color calibration and firmware updates.

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.

Civil service classes are not applicable because a proprietary software framework used to operate the Digital Arts Wall.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: This would not be practical or possible since the technology used to operate the Digital Arts Wall is intellectual property and they do not license their software for commercial use or development outside of their organization.

6. Additional Information

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

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

There will be no training provided because proprietary software is used to operate the Digital Arts Wall.

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.

OBSCURA DIGITAL INC

7. **Union Notification:** On 01/11/17, 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: Shamica Jackson Phone: 415-554-0727 Email: SJackson@sfgwater.org

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 45090 - 13/14

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 01/19/2017

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

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

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

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

Type of Service: Technical Support & Maintenance Service - Digital Wall (CS-357)

Funding Source: 525GG Operations Budget PSC Duration: 3 years 1 day
PSC Amount: \$500,000 PSC Est. Start Date: 01/06/2014 PSC Est. End Date: 01/06/2017

1. Description of Work

A. Scope of Work:

The Digital Arts Wall is used to showcase and educate the public on the SFPUCs Water, Power and Sewer systems as well as provide real-time information about building performance relating to energy and water efficiency. This helps fulfill a Leadership Energy Environmental Design (LEED) requirement to incorporate educational components related to sustainability into a LEED certified building. Contractor will provide support and ongoing maintenance of the \$1.2M Digital Arts Wall located at 525 Golden Gate Ave. The Digital Arts Wall consists of (160) Christie Microtiles which provide a seamless digital video canvas with a resolution of 24,000 x 1,800.

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

The proprietary software operating the Digital Arts Wall requires regular software updates/maintenance/fixes to prevent service interruption or loss of functionality. Currently, the Digital Arts Wall is in a partially functional state due to lack of software maintenance - only 1 of 4 applications is functional. Denial of this service agreement will prevent the SFPUC from regaining full functionality of the Digital Arts Wall.

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 hasn't been provided in the past.

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

2. Union Notification: On 12/02/2013, the Department notified the following employee organizations of this PSC/RFP request: all unions were notified

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 45090 - 13/14

DHR Analysis/Recommendation:

02/03/2014

Commission Approval Required

DHR Approved for 02/03/2014

Approved by Civil Service Commission

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise:
Requires Christie Authorized service technician to perform Christie Microtile maintenance which includes but is not limited to; Microtile screen and housing cleaning, source lamp alignment and color calibration and firmware updates.
- B. Which, if any, civil service class(es) normally perform(s) this work?
none,
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:
No.

4. Why Classified Civil Service Cannot Perform

- A. Explain why civil service classes are not applicable:
Civil service classes are not applicable because a proprietary software framework used to operate the Digital Arts Wall.
- B. Would it be practical to adopt a new civil service class to perform this work? Explain.
This would not be practical or possible since the technology used to operate the Digital Arts Wall is intellectual property and they do not license their software for commercial use or development outside of their organization.

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? There will be no training provided because proprietary software is used to c	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C. Are there legal mandates requiring the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D. Are there federal or state grant requirements regarding the use of contractual services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
E. Has a board or commission determined that contracting is the most effective way to provide this service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
F. Will the proposed work be completed by a contractor that has a current PSC contract with your department?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD ON 01/08/2014 BY:

Name: Shamica Jackson Phone: 415-554-0727 Email: SJackson@sfgwater.org
 Address: 525 Golden Gate Avenue, 8th Floor San Francisco, CA 94102

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH

Dept. Code: DPH

Type of Request: Initial Modification of an existing PSC (PSC # 4046-04/05)

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

Type of Service: Hazardous Waste transportation and Mgmt Services

Funding Source: General Funds Work Orders

PSC Original Approved Amount: \$2,700,000

PSC Original Approved Duration: 01/01/05 - 12/31/10 (6 years)

PSC Mod#1 Amount: \$2,700,000

PSC Mod#1 Duration: 07/01/08-12/31/14 (4 years 1 day)

PSC Mod#2 Amount: \$3,000,000

PSC Mod#2 Duration: 07/01/09-12/31/18 (4 years 1 day)

PSC Mod#3 Amount: \$4,200,000

PSC Mod#3 Duration: 01/01/19-12/31/23 (5 years 1 day)

PSC Mod#4 Amount: \$2,000,000

PSC Mod#4 Duration: 01/01/24-12/31/26 (3 years 1 day)

PSC Cumulative Amount Proposed: \$14,600,000

PSC Cumulative Duration Proposed: 22 years 4 days

1. Description of Work

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

Contract services are for labor, materials, and equipment necessary to package and remove hazardous wastes (including medical waste) on an intermittent and as-needed basis from City work sites and transport these wastes to permitted disposal facilities. The contracts also include management and treatment of hazardous wastes at the disposal facilities and lab analysis, materials testing and specialized environmental services to assess the project site and support the Departments efforts to ensure the residents of San Francisco.

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

The City must manage its hazardous wastes in a manner that protects the environment and the health of its residents and employees. The City must comply with state and federal laws and regulations regarding management of hazardous waste. Denial of the contract services will have a negative safety, environmental, and legal consequences.

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

Yes

D. Will the contract(s) be renewed?

Yes

- E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:
The City must manage its hazardous wastes in a manner that protects the environment and the health of its residents and employees. The City must comply with state and federal laws and regulations regarding management of hazardous wastes. Denial of the services will have negative safety, environmental, and legal consequences.

2. Reason(s) for the Request

A. Display all that apply

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).

Explain the qualifying circumstances:

Hazardous waste services are provided on an intermittent and as-needed basis. The City does not have the facilities, vehicles or the required licences to perform the specialized services.

B. Reason for the request for modification:

To extend term and increase amount to support continuing services.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Requires expertise in the management of chemical hazards and a thorough knowledge of federal and state requirements pertaining to the transportation and disposal of hazardous wastes. The work must be done by persons meeting Occupational Safety and Health Act (OHSA) training and medical monitoring requirements. Vehicle drivers must possess a licence with a hazardous materials certification.

B. Which, if any, civil service class(es) normally perform(s) this work? 6122, Sr Environmental Hlth Insp;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, contractor will provide permitted and specialized vehicles not possessed by the City. The contractor will maintain a store of containers and packaging materials currently not possessed by the City. The contractor will also have access to, or run State certified laboratories for material testing, and disposal sites which operate a broad range of waste treatment, incineration, and landfill facilities not possessed by the City. The contractors also have a hazardous waste transporter registration number for generally hauling hazardous waste. Currently, the Department only has a registration number for emergency work. A registration for generally hauling wastes would necessitate the creation of new systems, and purchasing and inspection of such vehicles.

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 intermittent and as needed nature of the work, civil service classes are not applicable.

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 labor is primarily for work necessary for the final loading and removal of hazardous waste from City work sites.

6. Additional Information

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

No.

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

There is no training in this contract 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 grant requirements.

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.

Continuing services.

7. Union Notification: On 01/09/18, the Department notified the following employee organizations of this PSC/RFP request:

Transport Workers Union, L 200; TWU - Miscellaneous; TWU - Automotive Service Worker;

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 St. Rm. 307, San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4046-04/05

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/05/2018

Receipt of Union Notification(s)

Choi, Suzanne (HRD)

From: dhr-psccordinator@sfgov.org on behalf of jacquie.hale@sfdph.org
Sent: Tuesday, January 09, 2018 2:14 PM
To: Hale, Jacquie (DPH); local200twu@sbcglobal.net; rmittchell@twusf.org; Longhitano, Robert (DPH); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Modification Request to PSC # 4046-04/05 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The PUBLIC HEALTH -- DPH has submitted a modification request for a Personal Services Contract (PSC) for \$2,000,000 for services for the period January 1, 2024 – December 31, 2026. 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/4201>

Email sent to the following addresses: rmittchell@twusf.org local200twu@sbcglobal.net

Additional Attachment(s)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH

Dept. Code: DPH

Type of Request: Initial Modification of an existing PSC (PSC # 4046-04/05)

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

Type of Service: Hazardous Waste transportation and Mgmt Services

Funding Source: General Funds Work Orders

PSC Original Approved Amount: \$2,700,000

PSC Original Approved Duration: 01/01/05 - 12/31/10 (6 years)

PSC Mod#1 Amount: \$2,700,000

PSC Mod#1 Duration: 07/01/08-12/31/14 (4 years 1 day)

PSC Mod#2 Amount: \$3,000,000

PSC Mod#2 Duration: 07/01/09-12/31/18 (4 years 1 day)

PSC Mod#3 Amount: \$4,200,000

PSC Mod#3 Duration: 01/01/19-12/31/23 (5 years 1 day)

PSC Cumulative Amount Proposed: \$12,600,000

PSC Cumulative Duration Proposed: 19 years 3 days

1. Description of Work

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

Contract services are for labor, materials, and equipment necessary to package and remove hazardous wastes (including medical waste) on an intermittent and as-needed basis from City work sites and transport these wastes to permitted disposal facilities. The contracts also include management and treatment of hazardous wastes at the disposal facilities and lab analysis, materials testing and specialized environmental services to assess the project site and support the Departments efforts to ensure the residents of San Francisco.

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

The City must manage its hazardous wastes in a manner that protects the environment and the health of its residents and employees. The City must comply with state and federal laws and regulations regarding management of hazardous waste. Denial of the contract services will have a negative safety, environmental, and legal consequences.

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

Yes

D. Will the contract(s) be renewed?

Yes

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

The City must manage its hazardous wastes in a manner that protects the environment and the

health of its residents and employees. The City must comply with state and federal laws and regulations regarding management of hazardous wastes. Denial of the services will have negative safety, environmental, and legal consequences.

2. Reason(s) for the Request

A. Display all that apply

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).

Explain the qualifying circumstances:

Hazardous waste services are provided on an intermittent and as-needed basis. The City does not have the facilities, vehicles or the required licences to perform the specialized services.

B. Reason for the request for modification:

To extend current term and increase funding to support annual contract services.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Requires expertise in the management of chemical hazards and a thorough knowledge of federal and state requirements pertaining to the transportation and disposal of hazardous wastes. The work must be done by persons meeting Occupational Safety and Health Act (OSHA) training and medical monitoring requirements. Vehicle drivers must possess a licence with a hazardous materials certification.

B. Which, if any, civil service class(es) normally perform(s) this work? 6122, Sr Environmental Hlth Insp;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, contractor will provide permitted and specialized vehicles not possessed by the City. The contractor will maintain a store of containers and packaging materials currently not possessed by the City. The contractor will also have access to, or run State certified laboratories for material testing, and disposal sites which operate a broad range of waste treatment, incineration, and landfill facilities not possessed by the City. The contractors also have a hazardous waste transporter registration number for generally hauling hazardous waste. Currently, the Department only has a registration number for emergency work. A registration for generally hauling wastes would necessitate the creation of new systems, and purchasing and inspection of such vehicles.

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 intermittent and as needed nature of the work, civil service classes are not applicable.

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 labor is primarily for work necessary for the final loading and removal of hazardous waste from City work sites.

6. Additional Information

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

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

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

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

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

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

7. Union Notification: On 07/27/16, the Department notified the following employee organizations of this PSC/RFP request:
Transport Workers Union, L 200; TWU - Miscellaneous; TWU - Automotive Service Worker;

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 St. Rm. 307, San Francisco, CA 94102

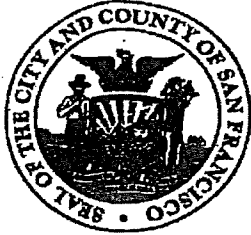
FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4046-04/05

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 08/29/2016



CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

GAVIN NEWSOM
MAYOR

MORGAN R. GORRANO
PRESIDENT

E. DENNIS NORMANDY
VICE PRESIDENT

JOY Y. BOATWRIGHT
COMMISSIONER

DONALD A. CASPER
COMMISSIONER

MARY Y. JUNG
COMMISSIONER

ANITA SANCHEZ
EXECUTIVE OFFICER

July 22, 2009

NOTICE OF CIVIL SERVICE COMMISSION ACTION

SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACT NUMBERS 4012-09/10 THROUGH 4019-09/10; 4110-06/07; 4002-07/08; 4046-04/05; 4062-04/05; 4020-06/07 AND 4031-08/09.

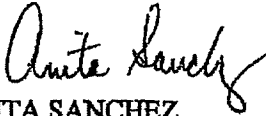
At its meeting of July 20, 2009 the Civil Service Commission had for its consideration the above matter.

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

It was the decision of the Commission to adopt the Human Resources Director's report. Notify the offices of the Controller and the Department of Contract Administration.

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

CIVIL SERVICE COMMISSION


ANITA SANCHEZ
Executive Officer

Attachment

- c: Cynthia Avakian, Airport Commission
- Parveen Boparai, Municipal Transportation Agency
- Rachel Buerkle, Department of Environment
- Micki Callahan, Human Resources Director
- Gordon Choy, Department of Public Works
- Jacquie Hale, Department of Public Health
- Jessica Huey, Department of Human Resources
- Shamica Jackson, Public Utilities Commission
- Florence Kyaam, Public Utilities Commission
- William Lee, Department of Emergency Management
- Artina Lim, Department of Children, Youth and Their Families
- Joan Lubamersky, GSA/Office of Labor Standards Enforcement
- Briggette Rockett, Department of Human Resources
- Commission File
- Chron

POSTING FOR
July 20, 2008

RECOMMENDED APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACTS
MODIFICATION TO INCREASE CONTRACT AMOUNT/DURATION

199-115	199-116	199-117	199-118	199-119	199-120	199-121	199-122	199-123	199-124	199-125	199-126	199-127
Contract No.	Contract Title	Agency	Contract Type	Contract Amount	New Amount	Estimated End Date	Description of Work	Duration				
4110-08/17	27	Airport Commission	Modification	\$285,000.00	\$696,000.00		Will provide design, build, install, and maintain a smart-card based automatic fare collection system for Jackson Airport tip fees. Services will also include a transaction processing and customer assistance call center to resolve problems.	30-Jun-11				
4002-07/08	35	San Francisco Municipal Transportation Agency	Modification	\$5,000,000.00	\$6,600,000.00		Will perform a central control operational study, analyze the MTA's requirements for a new radio communications system, make recommendations based on analysis, design a system to meet those requirements and needs.	31-Mar-14				
4048-04/15	82	Department of Public Health	Modification	\$2,000,000.00	\$6,400,000.00		Will provide labor, materials, and equipment necessary to package and remove hazardous wastes on an intermittent and as-needed basis from City work sites, and to transport those wastes to permitted disposal facilities.	31-Dec-18				
4082-04/05	82	Department of Public Health	Modification	\$1,948,212.00	\$7,848,212.00		Will provide programmatic and information systems support to various programs and related consulting/training.	30-Jun-15				
4020-08/17	69	GSA-Office of Labor Standards Enforcement	Modification	\$0.00	\$100,000.00		Will monitor and report contractors and subcontractors located outside of the San Francisco Bay Area and in countries other than the United States who provide goods to the City in compliance with the City's Sweatfree Contracting Ordinance.	28-Sep-10				
4031-08/09	23	Department of Children, Youth and Their Families	Modification	\$0.00	\$76,000.00		Will evaluate \$7.7 million dollars in grants to 41 community-based organizations funded to provide violence prevention and intervention.	30-Jun-10				

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: JUVENILE PROBATIONDept. Code: JUVType of Request: Initial Modification of an existing PSC (PSC # 4112-11/12)Type of Approval: Expedited Regular Annual Continuing (Omit Posting)Type of Service: Development and Implementation of Case Management System SoftwareFunding Source: General Fund and GrantPSC Original Approved Amount: \$300,000PSC Original Approved Duration: 05/15/12 - 05/14/14 (1 year 52 weeks)PSC Mod#1 Amount: no amount addedPSC Mod#1 Duration: 05/15/14-05/01/15 (50 weeks 2 days)PSC Mod#2 Amount: \$150,000PSC Mod#2 Duration: no duration addedPSC Mod#3 Amount: no amount addedPSC Mod#3 Duration: 05/01/15-04/30/17 (2 years)PSC Mod#4 Amount: \$225,000PSC Mod#4 Duration: 04/30/17-06/30/19 (2 years 8 weeks)PSC Mod#5 Amount: \$270,000PSC Mod#5 Duration: no duration addedPSC Mod#6 Amount: \$405,000PSC Mod#6 Duration: no duration addedPSC Cumulative Amount Proposed: \$1,350,000PSC Cumulative Duration Proposed: 7 years 6 weeks**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

This one-time contract, with ongoing hosting services, will seek to develop and implement web-based case management software to assist Probation Officers in assessing and monitoring youthful offenders.

Scope Change

The scope of work was created to allow the contractor to work with the department in two phases. The first phase is the planning phase and the second phase is the implementation phase. Phase 1 includes: Kick off, Develop Scope of Work, Project Plan, Requirements Matrix and Fit Gap Report, Conversion Plan and Interface Matrix, Reports, Testing Strategy and Finalize Statement of Work. Phase 2 includes: Implement Case Management System Implementation Scope of Work, Develop and Implement Final Acceptance Testing Schedule.

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

This service is necessary to be able to house and communicate information about youthful offenders in an organized and efficient way for Juvenile Probation personnel and outside stakeholders (such as Adult Probation or others in the law enforcement community). The consequences of denial are continued difficulty for Probation Officers to accurately assess cases and risks, develop case plans and track progress due to a lack of information across Departments. Further, the Department risks

lack of compliance with funding streams and disallowance due to lack of information accuracy and consistency.

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?

For hosting services only.

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:

Department will need access to the Case Management System beyond a 5 year period.

2. Reason(s) for the Request

A. Display all that apply

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

Explain the qualifying circumstances:

The department needs to move from a paper based case management system to a web-based system in order to better track data.

B. Reason for the request for modification:

The Juvenile Probation Department needs to increase funding to cover increased costs and a maintenance agreement.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Web-based case management system development.

B. Which, if any, civil service class(es) normally perform(s) this work? 1070, IS Project Director;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Contractor will provide software not currently possessed by the City. The vendor will provide proprietary software and assist in customizing and installing it for the Juvenile Probation Department business needs.

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 software is intended to be proprietary off-the-shelf, with customization to fit the Department's specifications. The proprietary nature of the software means that the vendor will have the most expertise in this software and ability to customize it for Juvenile Probation

Department business needs. Current classifications do not have this expertise or level of knowledge of the 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. This project is temporary in nature for implementation of the system. Ongoing work to maintain the system will be performed by civil service classifications.

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.
Unknown; training hours will be part of negotiations with the contractor.
- 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.
Automon

7. Union Notification: On 01/23/18, the Department notified the following employee organizations of this PSC/RFP request:
Prof & Tech Eng, Local 21;

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

Name: Elena Baranoff Phone: 415-753-7560 Email: Elena.Baranoff@sfgov.org

Address: 375 Woodside Ave, San Francisco, CA 94127

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4112-11/12

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/05/2018

Receipt of Union Notification(s)

Choi, Suzanne (HRD)

From: dhr-psccordinator@sfgov.org on behalf of Elena.Baranoff@sfgov.org
Sent: Tuesday, January 23, 2018 3:43 PM
To: Baranoff, Elena (JUV); tmathews@ifpte21.org; kschumacher@ifpte21.org; pkim@ifpte21.org; amakayan@ifpte21.org; L21PSCReview@ifpte21.org; Sheila.Layton@sfgov.org; DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Modification Request to PSC # 4112-11/12 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The JUVENILE PROBATION -- JUV has submitted a modification request for a Personal Services Contract (PSC) for \$405,000 for services for the period January 23, 2018 – June 30, 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/3807>

Email sent to the following addresses: L21PSCReview@ifpte21.org amakayan@ifpte21.org pkim@ifpte21.org kschumacher@ifpte21.org tmathews@ifpte21.org

Additional Attachment(s)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: JUVENILE PROBATION

Dept. Code: JUV

Type of Request: Initial Modification of an existing PSC (PSC # 4112-11/12)

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

Type of Service: Development and Implementation of Case Management System Software

Funding Source: General Fund and Grant

PSC Original Approved Amount: \$300,000

PSC Original Approved Duration: 05/15/12 - 05/14/14 (1 year 52 weeks)

PSC Mod#1 Amount: no amount added

PSC Mod#1 Duration: 05/15/14-05/01/15 (50 weeks 2 days)

PSC Mod#2 Amount: \$150,000

PSC Mod#2 Duration: no duration added

PSC Mod#3 Amount: no amount added

PSC Mod#3 Duration: 05/01/15-04/30/17 (2 years)

PSC Mod#4 Amount: \$225,000

PSC Mod#4 Duration: 04/30/17-06/30/19 (2 years 8 weeks)

PSC Mod#5 Amount: \$270,000

PSC Mod#5 Duration: no duration added

PSC Cumulative Amount Proposed: \$945,000

PSC Cumulative Duration Proposed: 7 years 6 weeks

1. Description of Work

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

This one-time contract, with ongoing hosting services, will seek to develop and implement web-based case management software to assist Probation Officers in assessing and monitoring youthful offenders.

Scope Change

The scope of work was created to allow the contractor to work with the department in two phases. The first phase is the planning phase and the second phase is the implementation phase. Phase 1 includes: Kick off, Develop Scope of Work, Project Plan, Requirements Matrix and Fit Gap Report, Conversion Plan and Interface Matrix, Reports, Testing Strategy and Finalize Statement of Work. Phase 2 includes: Implement Case Management System Implementation Scope of Work, Develop and Implement Final Acceptance Testing Schedule.

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

This service is necessary to be able to house and communicate information about youthful offenders in an organized and efficient way for Juvenile Probation personnel and outside stakeholders (such as Adult Probation or others in the law enforcement community). The consequences of denial are continued difficulty for Probation Officers to accurately assess cases and risks, develop case plans and track progress due to a lack of information across Departments.

Further, the Department risks lack of compliance with funding streams and disallowance due to lack of information accuracy and consistency.

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?

For hosting services only.

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:

Department will need access to the Case Management System beyond a 5 year period.

2. Reason(s) for the Request

A. Display all that apply

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

Explain the qualifying circumstances:

The department needs to move from a paper based case management system to a web-based system in order to better track data.

B. Reason for the request for modification:

The department needs to adjust contract to account for subscription costs.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Web-based case management system development.

B. Which, if any, civil service class(es) normally perform(s) this work? 1070, IS Project Director;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Contractor will provide software not currently possessed by the City. The vendor will provide proprietary software and assist in customizing and installing it for the Juvenile Probation Department business needs.

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 software is intended to be proprietary off-the-shelf, with customization to fit the Department's specifications. The proprietary nature of the software means that the vendor will have the most expertise in this software and ability to customize it for Juvenile Probation Department business needs. Current classifications do not have this expertise or level of knowledge of the 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. This project is temporary in nature for implementation of the system. Ongoing work to maintain the system will be performed by civil service classifications.

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.
Staff will be interviewed on their engagement with Case Management.
- 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.
Automon

7. Union Notification: On 08/05/16, the Department notified the following employee organizations of this PSC/RFP request:
Prof & Tech Eng, Local 21;

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

Name: Sheila Layton Phone: 415-753-7562 Email: Sheila.Layton@sfgov.org

Address: 375 Woodside Ave, San Francisco, CA 94127

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4112-11/12

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 08/19/2016

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: JUVENILE PROBATION

Dept. Code: JUV

Type of Request: Initial Modification of an existing PSC (PSC # 4112-11/12)

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

Type of Service: Development and Implementation of Case Management System Software

Funding Source: General Fund and Grant

PSC Original Approved Amount: \$300,000

PSC Original Approved Duration: 05/15/12 - 05/14/14 (1 year 52 weeks)

PSC Mod#1 Amount: no amount added

PSC Mod#1 Duration: 05/15/14-05/01/15 (50 weeks 2 days)

PSC Mod#2 Amount: \$150,000

PSC Mod#2 Duration: no duration added

PSC Mod#3 Amount: no amount added

PSC Mod#3 Duration: 05/01/15-04/30/17 (2 years)

PSC Mod#4 Amount: \$225,000

PSC Mod#4 Duration: 04/30/17-06/30/19 (2 years 8 weeks)

PSC Cumulative Amount Proposed: \$675,000

PSC Cumulative Duration Proposed: 7 years 6 weeks

1. Description of Work

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

This one-time contract, with ongoing hosting services, will seek to develop and implement web-based case management software to assist Probation Officers in assessing and monitoring youthful offenders.

Scope Change

The scope of work was created to allow the contractor to work with the department in two phases. The first phase is the planning phase and the second phase is the implementation phase. Phase 1 includes: Kick off, Develop Scope of Work, Project Plan, Requirements Matrix and Fit Gap Report, Conversion Plan and Interface Matrix, Reports, Testing Strategy and Finalize Statement of Work. Phase 2 includes: Implement Case Management System Implementation Scope of Work, Develop and Implement Final Acceptance Testing Schedule.

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

This service is necessary to be able to house and communicate information about youthful offenders in an organized and efficient way for Juvenile Probation personnel and outside stakeholders (such as Adult Probation or others in the law enforcement community). The consequences of denial are continued difficulty for Probation Officers to accurately assess cases and risks, develop case plans and track progress due to a lack of information across Departments. Further, the Department risks lack of compliance with funding streams and disallowance due to lack of information accuracy and consistency.

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 4112-11/12

D. Will the contract(s) be renewed?
For hosting services only.

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

Explain the qualifying circumstances:

The department needs to move from a paper based case management system to a web-based system in order to better track data.

B. Reason for the request for modification:

The Juvenile Probation Department needs to increase funds and the timeline of the project, in order to begin and complete the implementation phase of the project.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Web-based case management system development.

B. Which, if any, civil service class(es) normally perform(s) this work? 1070, IS Project Director;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Contractor will provide software not currently possessed by the City. The vendor will provide proprietary software and assist in customizing and installing it for the Juvenile Probation Department business needs.

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 software is intended to be proprietary off-the-shelf, with customization to fit the Department's specifications. The proprietary nature of the software means that the vendor will have the most expertise in this software and ability to customize it for Juvenile Probation Department business needs. Current classifications do not have this expertise or level of knowledge of the 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. This project is temporary in nature for implementation of the system. Ongoing work to maintain the system will be performed by civil service classifications.

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.
Staff will be interviewed on their engagement with Case Management.

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.
Automon

7. Union Notification: On 12/28/15, the Department notified the following employee organizations of this PSC/RFP request:
Prof & Tech Eng, Local 21;

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

Name: Phone: 415-753-7562 Email: Sheila.Layton@sfgov.org

Address: 375 Woodside Ave, San Francisco, CA 94127

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4112-11/12

DHR Analysis/Recommendation:

02/01/2016

Commission Approval Required

Approved by Civil Service Commission

02/01/2016 DHR Approved for 02/01/2016

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PORT

Dept. Code: PRT

Type of Request: Initial Modification of an existing PSC (PSC # 4055 10/11)

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

Type of Service: Historic & Env'tl Maritime Site Condition Assessment & Design Services for Crane Cove Park

Funding Source: General Obligation Bond

PSC Original Approved Amount: \$1,200,000

PSC Original Approved Duration: 02/01/11 - 12/31/14 (3 years 47 weeks)

PSC Mod#1 Amount: \$1,409,396

PSC Mod#1 Duration: 12/31/14-12/31/17 (3 years 1 day)

PSC Mod#2 Amount: \$700,000

PSC Mod#2 Duration: 01/01/18-12/31/18 (1 year)

PSC Mod#3 Amount: \$700,000

PSC Mod#3 Duration: 01/01/19-06/30/20 (1 year 25 weeks)

PSC Cumulative Amount Proposed: \$4,009,396

PSC Cumulative Duration Proposed: 9 years 21 weeks

1. Description of Work

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

This work will be completed in four (4) phases to allow the greatest participation of city employees on this project. This project has complex variables such as historic structures in a marine environment with site contaminants. An integrated consultant team will prepare a site condition assessment that will facilitate work with city staff and the community stakeholders in developing a conceptual design plan with preliminary cost estimates and ultimately a detailed design for converting this seven (7) acre parcel within Pier 70 as a public park.

Scope Change

Complete Schematic Design & Cost estimates for a first phase of Crane Cove Park, which includes, adaptive reuse of National Register Historic resources, new & improved shoreline beach area, site wide historic interpretation & park amenities including, lawns, plazas, furnishings & pathways. Complete detail design drawings & bid documents for project construction & complete Construction Administration during project construction. Project Overview: The City of San Francisco's 2008 Prop. A & 2012 Prop. B, Parks General Obligation Bond provides approximately \$39.5 million for Blue Greenway open space improvement projects along the SF waterfront. Crane Cove Park is 1 of 9 designated parks funded.

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

San Francisco voters approved a 2008 & 2012 General Obligation Bond that included \$33.5 million and in 2012 \$35 million for waterfront parks. This project represents one of thirteen (13) waterfront parks mandated by the voters. In consultation with Department of Public Works (DPW), & Local 21 IFPTE, it was determined that because of the complexity of the required multi-disciplinary team and

expected schedule of the Bond Projects, that completing this project with the consultant team was the most efficient manner to deliver the 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.
See attachments from initial PSC

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

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:
The project has incurred delays due to several reasons including: a.) high construction bids because of the bidding environment; b.) the need to break the project into multiple components because of various funding restrictions (use of federal funding requiring federal bidding process; and c.) delayed permitting, because of outside agency workload (US Army Corps of Engineers and Bay Conservation and Development Commission).

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 capital project site brings a number complexities not currently possessed by City staff including specialized structural engineering related to two cranes designed as historic structures. In addition, the project is short term and due to be completed by within the next two years.

B. Reason for the request for modification:
Additional Amount and Duration Extension

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: An integrated team of experts with the ability to conduct site assessments for this highly complex site & develop design that meets the intent of the parks bond. The project must be lead by a Landscape Architect with Leadership in Energy Efficient Design certification in park design & supported by a Historic Preservation Architect with same certification. Other essential skills and expertise include: site contamination, structural, coastal, civil, electrical, & geotechnical engineers, as well as a cost estimator.

B. Which, if any, civil service class(es) normally perform(s) this work? 5218, Structural Engineer; 5241, Engineer; 5268, Architect; 5291, Planner 3; 5298, Planner 3-Environmental Review;

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.

Although there are civil service classes that can perform some of the work, the complexity of this project is best suited for consultants who routinely perform this type of work to take the lead in establishing the foundation for the project. In consulting with Department of Public Works, they have advised that they currently do not have the capacity and all of the expertise required for timely completion of this project. DPW will perform peer review of the construction design for constructability and maintainability.

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: Neither a Cost Estimator, nor a Coastal Engr classes currently exist in the civil service system and the Port cannot justify a full-time person for its work. However, it is the Port's intent to provide opportunities for existing staff to acquire the experience in performing this type of specialized service.

6. Additional Information

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

No.

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

Forty (40) hours total, of informal training and knowledge transfer

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.

AECOM (CSC previously approved PSC 4055 - 10/11)

7. Union Notification: On 02/05/18, the Department notified the following employee organizations of this PSC/RFP request:

Prof & Tech Eng, Local 21; Architect & Engineers, Local 21;

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

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4055 10/11

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/05/2018

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of lavena.holmes@sfport.com
To: [@Holmes, Lavena \(PRT\); amakayan@ifpte21.org; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Braganza, Lorcell \(PRT\); DHR-PSCCoordinator, DHR \(HRD\)](mailto:Holmes, Lavena (PRT); amakayan@ifpte21.org; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org; L21PSCReview@ifpte21.org; Braganza, Lorcell (PRT); DHR-PSCCoordinator, DHR (HRD))
Subject: Receipt of Modification Request to PSC # 4055 10/11 - MODIFICATIONS
Date: Monday, February 05, 2018 11:19:01 AM

[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 PORT -- PRT has submitted a modification request for a Personal Services Contract (PSC) for \$700,000 for services for the period January 1, 2019 – June 30, 2020. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

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

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/1760>

Email sent to the following addresses: L21PSCReview@ifpte21.org
pkim@ifpte21.org
eerbach@ifpte21.org kpage@ifpte21.org kschumacher@ifpte21.org
tmathews@ifpte21.org amakayan@ifpte21.org

Additional Attachment(s)

PSC #4055 10/11 – MODIFICATION (Supplemental Information)

Type of Service: Historic & Environmental Maritime Site Condition Assessment and Design Services for Crane Cove Park

1. DESCRIPTION OF WORK

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

San Francisco voters approved a 2008 and 2012 General Obligation Bond that included \$33.5 million and in 2012 \$35 million for waterfront parks. This project represents one of thirteen (13) waterfront parks mandated by the voters. In consultation with DPW, and Local 21 IFPTE, it was determined that because of the complexity of the required multi-disciplinary team and expected schedule of the Bond projects, that completing this project with the consultant team was the most efficient manner to deliver the 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):

Civil Service Commission approved PSC 4055 – 10/11 in November 2010 prior to 2012 Parks Bond increase. This service was provided in the past by both Department of Public Works and consultant resources. All other Port parks designs except Mission Bay Shoreline Protection (PSC 4080-08/09) and Pier 43.5 Baytrail Link (PSC 4003-09/10) services are being performed by the Department of Public Works. California Environmental Quality Act (CEQA) related services for these projects are provided by the Planning Department to provide review of consultant prepared environmental documents and projects as the projects are completed by consultants.

5. ADDITIONAL INFORMATION

B. Will the contractor train City and County employee? **Yes**

Forty (40) hours total, of informal training and knowledge transfer from Coastal Engineers and Historic Preservation Consultants.

Project Status Summaries

Crane Cove Park

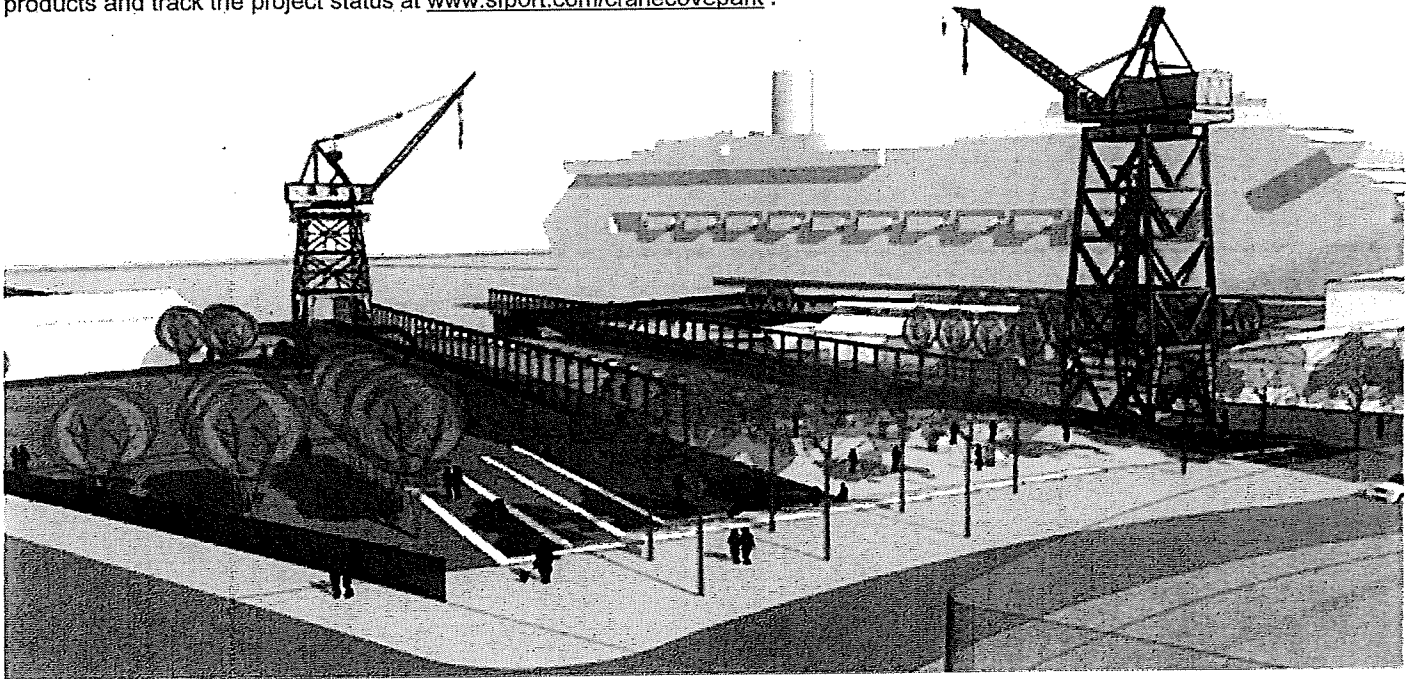
Project Location: Pier 70 between Mariposa and 19th Streets

Project Manager: David Beaupre, david.beaupre@sport.com; (415) 274-0539

Crane Cove Park is an approximately 9 acre Blue Greenway waterfront park located in the Central Waterfront generally between 19th and Mariposa Streets east of Illinois Street. Initial park concepts include shoreline cleanup and stabilization, restoration of historic cranes, historic interpretation, bay access, and a facility for human powered boats. The total cost for the entire project is expected to be \$45 million dollars, which is greater than the current available funding. As a result, the project will be phased as funding is secured. Available funding for the 1st phase of the project is \$21,324,148 million, including (a) 10,024,148 in 2008 Clean and Safe Neighborhood Park G.O. Bonds, (b) \$8,000,000 from 2012 Clean and Safe Neighborhood Parks G.O. Bonds, and (c) \$3,300,000 in other Port funds.

This Blue Greenway Project benefits from significant planning conducted through the development of the Port's Pier 70 Preferred Master Plan and the Blue Greenway Planning and Design Guidelines community planning process.

A draft Park Master plan was reviewed with the Port Commission and Port's Waterfront Design Review Board in December of 2012 and January, June, September, and December of 2013. The Port has created a web site to allow the public to review work products and track the project status at www.sport.com/cranecovepark.



Budget	2012 GO Bond Funds	Other Funds	Total Funds
Original Budget	\$8,000,000	\$12,984,000	\$20,984,000
Current Budget	\$8,000,000	\$13,324,148	\$21,324,148
Actual Expenditures To Date	\$0	\$485,572	\$485,572

Schedule	Planning	Design	Construction	Completion
Original	September 2011	October 2013	April 2015	October 2016
Current Forecast or Actual	September 2011	March 2014	April 2015	October 2016

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PORT

Dept. Code: PRT

Type of Request: Initial Modification of an existing PSC (PSC # 4055 10/11)

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

Type of Service: Historic & Env'tl Maritime Site Condition Assessment & Design Services for Crane Cove Park

Funding Source: General Obligation Bond

PSC Original Approved Amount: \$1,200,000

PSC Original Approved Duration: 02/01/11 - 12/31/14 (3 years 47 weeks)

PSC Mod#1 Amount: \$1,409,396

PSC Mod#1 Duration: 12/31/14-12/31/17 (3 years 1 day)

PSC Mod#2 Amount: \$700,000

PSC Mod#2 Duration: 01/01/18-12/31/18 (1 year)

PSC Cumulative Amount Proposed: \$3,309,396

PSC Cumulative Duration Proposed: 7 years 47 weeks

1. Description of Work

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

This work will be completed in four (4) phases to allow the greatest participation of city employees on this project. This project has complex variables such as historic structures in a marine environment with site contaminants. An integrated consultant team will prepare a site condition assessment that will facilitate work with city staff and the community stakeholders in developing a conceptual design plan with preliminary cost estimates and ultimately a detailed design for converting this seven (7) acre parcel within Pier 70 as a public park.

Scope Change

Complete Schematic Design & Cost estimates for a first phase of Crane Cove Park, which includes, adaptive reuse of National Register Historic resources, new & improved shoreline beach area, site wide historic interpretation & park amenities including, lawns, plazas, furnishings & pathways. Complete detail design drawings & bid documents for project construction & complete Construction Administration during project construction. Project Overview: The City of San Francisco's 2008 Prop. A & 2012 Prop. B, Parks General Obligation Bond provides approximately \$39.5 million for Blue Greenway open space improvement projects along the SF waterfront. Crane Cove Park is 1 of 9 designated parks funded.

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

San Francisco voters approved a 2008 & 2012 General Obligation Bond that included \$33.5 million and in 2012 \$35 million for waterfront parks. This project represents one of thirteen (13) waterfront parks mandated by the voters. In consultation with Department of Public Works (DPW), & Local 21 IFPTE, it was determined that because of the complexity of the required multi-disciplinary team and expected schedule of the Bond Projects, that completing this project with the consultant team was the most efficient manner to deliver the 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.
See attachments from initial PSC

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

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:
The Crane Cove Park project duration exceeds five years given the complexity of the project scope which includes the creation of a waterfront park and beach on the site of a former shipbuilding facility. Additionally, the project requires numerous regulatory approvals from multiple state and local government entities. Finally, the project includes a thorough community outreach component that requires an extended timeline.

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 capital project site brings a number complexities not currently possessed by City staff including specialized structural engineering related to two cranes designed as historic structures. In addition, the project is short term and due to be completed by within the next two years.

B. Reason for the request for modification:
Additional Amount and Duration Extension

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: An integrated team of experts with the ability to conduct site assessments for this highly complex site & develop design that meets the intent of the parks bond. The project must be lead by a Landscape Architect with Leadership in Energy Efficient Design certification in park design & supported by a Historic Preservation Architect with same certification. Other essential skills and expertise include: site contamination, structural, coastal, civil, electrical, & geotechnical engineers, as well as a cost estimator.

B. Which, if any, civil service class(es) normally perform(s) this work? 5218, Structural Engineer; 5241, Engineer; 5268, Architect; 5291, Planner 3; 5298, Planner 3-Environmental Review;

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.

Although there are civil service classes that can perform some of the work, the complexity of this project is best suited for consultants who routinely perform this type of work to take the lead in establishing the foundation for the project. In consulting with Department of Public Works, they have advised that they currently do not have the capacity and all of the expertise required for timely completion of this project. DPW will perform peer review of the construction design for constructability and maintainability.

- 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: Neither a Cost Estimator, nor a Coastal Engr classes currently exist in the civil service system and the Port cannot justify a full-time person for its work. However, it is the Port's intent to provide opportunities for existing staff to acquire the experience in performing this type of specialized service.

6. Additional Information

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

No.

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

Forty (40) hours total, of informal training and knowledge transfer

- 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.

AECOM (CSC previously approved PSC 4055 - 10/11)

7. Union Notification: On 07/20/16, the Department notified the following employee organizations of this PSC/RFP request:

Prof & Tech Eng, Local 21; Architect & Engineers, Local 21;

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

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4055 10/11

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 08/16/2016

Civil Service Commission - June 16, 2014 - Meeting Minutes

MINUTES

Regular Meeting

June 16, 2014

2:00 p.m.

ROOM 400, CITY HALL

1 Dr. Carlton B. Goodlett Place

CALL TO ORDER

2:06 p.m.

ROLL CALL

President Scott R. Heldfond	Present
Vice President E. Dennis Normandy	Present
Commissioner Douglas S. Chan	Present
Commissioner Kate Favetti	Present
Commissioner Gina M. Rocanova	Present (Arrived at 2:08 p.m.)

President Scott R. Heldfond 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 June 2, 2014

Action: Adopted the minutes. (Vote of 4 to 0)

ANNOUNCEMENTS (Item No. 4)

Jennifer Johnston, Executive Officer announced two changes to the Agenda. The Public Utilities Commission requested that Personal Services Contract Number 4098-02/03 be amended on the Agenda to reflect that the new amount requested is \$4.5M, (not \$7M) and that the new duration requested is until 5/24/19 (not 9/11/19); and that Personal Services Contract Number 42163-13/14 be amended on the Agenda to reflect that the new requested duration is until 9/30/18 (not 9/30/15).

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

None.

EXECUTIVE OFFICER'S REPORT (Item No. 6)

Jennifer Johnston, Executive Officer announced that the Board of Supervisors Neighborhood Services' Safety Committee convened a meeting on June 5, 2014 to review the implementation of Civil Service Rule 15, which provides for the transition of individuals who are designated as severely disabled into permanent civil service appointments. Ms. Johnston reported that the discussion was productive and that the Department of Human Resources will soon be hiring a recruiter who will be responsible for reaching out to various populations to apply for City employment, including members of the disabled community. Ms. Johnston also happily reported that the Board of Supervisors has approved the Commission's request to increase its budget. Lastly, Ms. Johnston announced that the grand opening of the City's new testing center located on Cesar Chavez street was a successful event, and that the testing center will undoubtedly improve the City's ability to efficiently and expeditiously examine large applicant pools.

0130-14-8
Review of Request for Approval of Proposed Personal Services Contracts.
 (Item No. 7)

PSC#	Department	Amount	Type of Service	Type of Approval	Duration
46791-13/14	City Planning	\$900,000	This feasibility study is meant to explore the importance of the location of the Bayshore Caltrain station in light of future growth assumptions and transportation and land use objectives in the surrounding area. A central element of this study is to consider the feasibility and impacts and/or benefits of relocating the Bayshore Caltrain station either to the north or to the south. The purpose of relocating and redesigning the station is to transform it into an intermodal hub – connecting Bus Rapid Transit ("BRT"), light rail ("LRT"), local bus service, and pedestrian/bicycle access – which will help to achieve a range of policy goals for the southeast neighborhoods of San Francisco, the city-at-large, and region. The product of this study will be analyses and a conceptual station design useful for: making prudent decisions regarding the future location of the Bayshore Caltrain station that considers an exhaustive list of related items; determining appropriate next steps for implementing an intermodal Bayshore Caltrain station; and, serving as a basis for seeking support and funding from potential partners.	Regular	12/31/2018
49377-13/14	Municipal Transportation Agency	\$9,200,000	The contractor will lease, service and dispose of all tires used by the SFMTA Railway on all rubber-tire revenue vehicles. SFMTA's rubber-tire revenue fleet is comprised of buses & trolleys that transport the public: diesel, hybrid buses & electric trolleys. The contractor will be responsible for: manufacturing, procuring & transporting a sufficient supply of tires as required to guarantee continuity of service; processing Department of Transportation (DOT) forms; shipping & receiving, accounting &	Regular	8/31/2017

			inventory control; mounting & dismounting tires on & from the rims, balancing tires, changing wheels/rims, maintaining proper tire pressure; recapping rear tires; providing emergency roadside service 24hr/7 days-a-week; conducting monthly maintenance checks on all tires; providing required tools & equipment not furnished by SFMTA; & performing in-depth tracking of the tires through all stages, including the federally-regulated disposal of thousands of tires. In addition, the contractor is responsible for following all federally- mandated regulations & guidelines & maintaining all required licenses.		
46974-13/14	Municipal Transportation Agency	\$300,000	The consultant will provide technical services for the implementation of the San Francisco Online Invoicing System (SOLIS). SOLIS is a proprietary online invoicing system which integrates with FAMIS, the City and County of San Francisco's mainframe accounting system. The consultant will customize SOLIS for the San Francisco Municipal Transportation Agency (SFMTA); implement business process improvements and software system modifications; maintain support of the customized SFMTA SOLIS software system. The consultant shall provide technical support to SFMTA staff using SOLIS in the processing of all invoices and supporting materials, for a period of no less than 3 months from date of implementation. SOLIS will provide a user-friendly system and interface for both internal and external users.	Regular	8/1/2017
40525-13/14	Port	\$600,000	Assist Port Staff with the issuance of new bonded debt including developing presentation for meeting with rating agencies and underwriters. Assist in bond sizing and structuring, establishing policies for syndication and any other items needed to help ensure that the Port obtains its financing at the lowest practical interest cost. Assist in the formulations of financing plans, including the presentations of alternative financial programs and strategies.	Regular	6/30/2017
47083-13/14	Public Health	\$3,760,000	For San Francisco General Hospital and Medical Center (SFGHMC) and Laguna Honda Hospital (LHH), provide off-site storage and retrieval services through a combination of scheduled and stat deliveries, year-round, twenty-four hours a day, seven days-a-week including holidays. This PSC is requested for five years or more as the Department expects the need for these services to continue and funding to be available. The services are critical to maintaining appropriately secure and accurate medical records and maintaining the documentation needed for treatment, evaluation, billing, and legal purposes.	Regular	10/31/2019
47911-13/14	Public Health	\$18,651,130	Contractor(s) will provide four new crisis triage response teams to respond psychiatric emergency for children and youths age 17 and younger, and address and divert psychiatric crises before they will have major impact on communities and residents, and/or before they require emergency intervention or hospitalization. The services include crisis assessments, interventions, case management, medication support, clinical support, therapy. Two of the teams will focus on providing support to schools and youth centers, and the other two teams will focus on responding to community violence, trauma episodes, including homicides, critical shootings, stabbings, and suicides. The State is funding specifically for those services to reduce psychiatric emergency hospital stays among youths.	Regular	6/30/2018
49509-13/14	Public Health	\$3,981,376	Vendor will provide efficient hardware and dictation software system that reliably records, maintains and stores voice files of dictation of San Francisco General Hospital Medical Center (SFGHMC) and Laguna Honda Hospital (LHH) medical staff. System will support quick turnaround time for vendor and SFGHMC and LHH Transcriptionists and/or Transcription Vendors under contract with the CITY on a 24/7 temporal basis. This PSC is requested for five years or more as the Department expects the need for these services to continue and funding to be available. The services are critical to providing quality patient care and providing the documentation needed for treatment, evaluation, billing, and legal purposes.	Regular	12/31/2019
42163-13/14	Public Utilities Commission	\$9,500,000	The scope of work is to assist and support Program Controls staff in program and project scheduling, Critical Path Method	Regular	9/30/2018

Amended			(CPM) scheduling, forecasting, change control, systems integration, cost controls, cost estimating, and other program/project controls related services.		
42385-13/14	Public Utilities Commission	\$150,000	The San Francisco Public Utilities Commission (SFPUC) is seeking eligible firms or non-profit organizations to provide unique teaching environments and opportunities for disadvantaged workers to develop skills in watershed and vegetation management and to assist with the grounds maintenance of the diverse watersheds owned and operated by the SFPUC. This field maintenance would include, but not be limited to, vegetation management (including plant identification, cultivation, and planting), the removal and eradication of non-desirable species, and water conservation techniques.	Regular	6/30/2017
47609-13/14	Public Utilities Commission	\$2,000,000	Design/build a new marine structure along south Ocean Beach, starting at Sloat Boulevard and extending south along the Great Highway to the Oceanside Wastewater Treatment Plant in San Francisco. The purpose of this structure is to control and manage the retreat of the ocean bluffs in this area while protecting the Lake Merced Tunnel.	Regular	12/31/2018
48143-13/14	Public Utilities Commission	\$4,000,000	San Francisco Public Utilities Commission intends to award up to two (2) agreements at \$2 million each to perform specialized process engineering services on an as-needed basis. The specialized work includes in the area of wastewater process modeling, energy modeling, carbon footprint modeling, hydraulic modeling, process optimization/start-up, dye studies, computational fluid dynamic modeling, process design criteria development, quality control of pilot study and process design, resource recovery and energy management.	Regular	11/1/2018
44299-13/14	Treasurer/Tax Collector	\$1,000,000	The Treasurer-Tax Collector is requesting proposals to provide investment advisory services to the City. Proposers should provide technical & strategic advice that will supplement the Investment staff's duties to manage the Pooled Fund. This is not a solicitation for the management of any of the City's funds. Specifically, the advice shall pertain to the areas of: <ul style="list-style-type: none"> • portfolio optimization techniques, • regulatory changes, • global and macroeconomic events, • benchmarking / performance measurement, • cash flow forecasting, and • compliance. In addition, the selected Contractor must be able to provide daily and monthly accounting and compliance reports, which include analyses of projected income from maturities and callable securities for a prolonged time period.	Regular	6/30/2018
2003-08/09	Human Services	Current Approved Amount \$160,000,000	Multiple contractors provide childcare services to low-income and CalWORKs families through partnerships with other state licensed providers in various identified target neighborhoods.	Modification	Current Approved Duration 1/5/2009- Continuing Additional Duration Requested 7/1/2014-Continuing
2005-08/09	Human Services	Current Approved Amount \$38,500,000	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.	Modification	Current Approved Duration 7/1/2009- Continuing

									Additional Duration Requested
									7/1/2014-Continuing
		Current Approved Amount							Current Approved Duration
		\$200,000							11/18/2013-11/30/15
4047-13/14	Municipal Transportation Agency	Increase Amount Requested				Modi-			Additional Duration Requested
		\$200,000				Fication			5/20/14-
		New Total Amount Requested							6/30/2016
		\$400,000							
		Current Approved Amount							Current Approved Duration
		\$5,000,000							5/4/2009-
4136-08/09	Municipal Transportation Agency	Increase Amount Requested				Modi-			5/4/2014
		\$4,500,000				Fication			Additional Duration Requested
		New Total Amount Requested							5/9/2014-5/4/2019
		\$9,500,000							
		Current Approved Amount							Current Approved Duration
		\$1,200,000							2/1/2011-
4055-10/11	Port	Increase Amount Requested				Modi-			12/31/2014
		\$1,409,396				Fication			Additional Duration Requested
		New Total Amount Requested							12/31/2014-12/31/2017
		\$2,609,396							
		Current Approved Amount							Current Approved Duration
		\$600,000							7/1/2009-6/30/2014
4133-08/09	Public Health	Increase Amount Requested				Modi-			Additional Duration Requested
		\$700,000				Fication			7/1/2014-
		New Total Amount Requested							6/30/2019
		\$1,300,000							
4098-02/03	Public Utilities Commission	Current Approved Amount				Modi-			Current Approved Duration
<i>Amended</i>		\$24,000,000				Fication			9/12/2003-9/11/2016
		Increase Amount Requested							Additional Duration Requested
		\$4,500,000							

New Total Amount Requested	Safety of Dams (DSOD), and ongoing permitting support; and to provide engineering support during construction, start-up, and commissioning of the project.	9/12/2016- 5/24/2019
\$31,000,000		

Speakers:

Jacquie Hale and Philip Katzenberger from the Department of Public Health spoke on PSC #47083-13/14 and #49509-13/14.

Bonita McGee and Surinderjeet Bajwa from the Public Utilities Commission spoke on PSC #42163-13/14.

Bonita McGee and Kate Fernandez-Smith from the Public Utilities Commission spoke on PSC #42385-13/14.

David Curto from the Human Services Agency, and Sin Yee Poon and Xiu Mim Li from SEIU Local 1021, spoke on PSC #2003-08/09.

David Curto from the Human Services Agency, and Sin Yee Poon from SEIU Local 1021, spoke on PSC #2005-08/09; Ms. Poon expressed objection to PSC #2005-08/09.

Deanna Desedas from the Municipal Transportation Agency spoke on PSC #4047-13/14.

Jacquie Hale from the Department of Public Health, and Sin Yee Poon from SEIU Local 1021, spoke on PSC #4133-08/09.

Bonita McGee and Susan Hou from the Public Utilities Commission spoke on 4098-02/03.

Action:

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. (Vote of 5 to 0)
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. (Vote of 5 to 0)
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 work to avoid hiring laborers). (Vote of 5 to 0)
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. (Vote of 5 to 0)

Note: The representatives from SEIU, Local 1021, nodded their heads indicating their agreement to continue discussions with the Human Services Agency on PSC #2003-08/09.
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. (Vote of 5 to 0)
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). (Vote of 5 to 0)

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). Adopted the report; notified the Office of the Controller and the Office of Contract Administration. (Vote of 5 to 0)

0132-14-8

Department of Public Health's Report in Compliance with the Commission's Conditional Approval for Personal Services Contract Numbers 4150-09/10 through 4153-09/10; 4156-09/10; 4160-09/10 and 4161-09/10. (Item No. 8)

PSC#	Department	Amount	Type of Service	Duration
4150-09/10	Public Health	\$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 service, therapeutic visitation services, and targeted case management.	6/30/2015
4151-09/10	Public Health	\$150,074,786	Contract will provide: mental health 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 on the level and type of needs of the client, and responding as clients change over time.	6/30/2015
4152-09/10	Public Health	\$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	Public Health	\$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 crises 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 setting back to the community or who are at risk for institutional placement due to the severity of their psychiatric disorder.	6/30/2015
4156-09/10	Public Health	\$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
4160-09/10	Public Health	\$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 other older adults who exhibit varying levels of risk of developing mental illness. The project will assist those at risk and train 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 Condition 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	Public Health	\$10,804,713	Contractors will provide an array of prevention services, programs and projects for 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	6/30/2013

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PORT Dept. Code: PRT

Type of Request: Initial Modification of an existing PSC (PSC # 4055 10/11)

Type of Approval: Expedited Regular (Omit Posting)

Type of Service: Historic & Envntl Maritime Site Condition Assessment & Design Services for Crane Cove Park

Funding Source: General Obligation Bond

PSC Original Approved Amount: \$1,200,000

PSC Original Approved Duration: 02/01/11 - 12/31/14 (3 years 47 w.

PSC Mod#1 Amount: \$1,409,396

PSC Mod#1 Duration: 12/31/14-12/31/17 (3 years 1 day)

PSC Mod#2 Amount: _____

PSC Mod#2 Duration: _____

PSC Cumulative Amount Proposed: \$2,609,396

PSC Cumulative Duration Proposed: 6 years 47 weeks

1. Description of Work

A. Scope of Work:

Complete Schematic Design & Cost estimates for a first phase of Crane Cove Park, which includes, adaptive reuse of National Register Historic resources, new & improved shoreline beach area, site wide historic interpretation & park amenities including, lawns, plazas, furnishings & pathways. Complete detail design drawings & bid documents for project construction & complete Construction Administration during project construction. Project Overview: The City of San Francisco's 2008 Prop. A & 2012 Prop. B, Parks General Obligation Bond provides approximately \$39.5 million for Blue Greenway open space improvement projects along the SF waterfront. Crane Cove Park is 1 of 9 designated parks funded.

See attached document(s).

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

San Francisco voters approved a 2008 & 2012 General Obligation Bond that included \$33.5 million and in 2012 \$35 million for waterfront parks. This project represents one of thirteen (13) waterfront parks mandated by the voters. In consultation with Department of Public Works (DPW), & Local 21 IFPTE, it was determined that because of the complexity of the required multi-disciplinary team and expected schedule of the Bond Projects, that completing this project with the consultant team was the most efficient manner to deliver the project.

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.

Civil Service Commission approved PSC 4055 - 10/11 in November 2010 prior to 2012 Parks Bond increase. This service was provided in the past by both Department of Public Works and consultant resources. All other Port parks designs except Mission Bay Shoreline Protection (PSC 4080-08/09) and Pier 43.5 Baytrail Link (PSC 4003-09/10) services are being performed by the Department of Public Works. See attached 'Supplemental.'

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

2. Union Notification: On 05/15/14, the Department notified the following employee organizations of this PSC/RFP request: Prof & Tech Eng, Local 21; Architect & Engineers, Local 21;

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4055 10/11

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 06/16/2014

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:

An integrated team of experts with the ability to conduct site assessments for this highly complex site & develop design that meets the intent of the parks bond. The project must be lead by a Landscape Architect with Leadership in Energy Efficient Design certification in park design & supported by a Historic Preservation Architect with same certification. Other essential skills and expertise include: site contamination, structural, coastal, civil, electrical, & geotechnical engineers, as well as a cost estimator.

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

5268,5218,5241,5298,5291,

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:

Although there are civil service classes that can perform some of the work, the complexity of this project is best suited for consultants who routinely perform this type of work to take the lead in establishing the foundation for the project. In consulting with Department of Public Works, they have advised that they currently do not have the capacity and all of the expertise required for timely completion of this project. DPW will perform peer review of the construction design for constructability and maintainability.

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

Neither a Cost Estimator, nor a Coastal Engr classes currently exist in the civil service system and the Port cannot justify a full-time person for its work. However, it is the Port's intent to provide opportunities for existing staff to acquire the experience in performing this type of specialized service.

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

YES NO

- A. Will the contractor directly supervise City and County employee? YES NO
- B. Will the contractor train City and County employee?
40 hrs total. Please see attached 'Supplemental' document YES NO
- C. Are there legal mandates requiring the use of contractual services? YES NO
- D. Are there federal or state grant requirements regarding the use of contractual services? YES NO
- E. Has a board or commission determined that contracting is the most effective way to provide this service? YES NO
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? AECOM (CSC previously approved PSC 4055 - 10/11) YES NO

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

ON 05/15/14 BY:

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

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