### City and County of San Francisco

### London Breed Mayor



### Department of Human Resources

### Carol Isen Human Resources Director

Date: January 6, 2023

To: The Honorable Civil Service Commission

Through: Carol Isen

**Human Resources Director** 

From: Joan Lubamersky / Lynn Khaw, GSA

Thomas Chen, DEM Elaine Walters, FIR Karen Henderson, MYR Amy Nuque, MTA Kelly Hiramoto, DPH

Shawndrea Hale / Daniel Kwon, PUC

Alexander Burns, DPW

Jolie Gines, TIS

Cynthia Avakian, AIR Marcus Lange, LIB

Subject: Personal Services Contracts Approval Request

This report contains twenty-four (24) personal services contracts (PSCs) in accordance with the revised Civil Service Commission (CSC) procedures for processing PSCs that became effective on November 5, 2014.

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

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

DHR has prepared the following cost summary for personal services contracts that have been processed through the Department of Human Resources Fiscal Year 22/23 to date:

Total of this Report	YTD Expedited Approvals FY2022-2023	Total for FY2022-2023
\$55,476,478	\$140,269,805	\$1,315,359,161

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Marcus Lange Public Library 100 Larkin Street San Francisco, CA 94102 (415) 557-4214

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### **POSTING FOR**

**January 25, 2023** 

### PROPOSED PERSONAL SERVICES CONTRACTS – REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
41624 - 22/2	GENERAL SERVICES AGENCY - CITY ADMIN	\$150,500.00	The Real Estate Division ("RED") is seeking services for maintenance and expansion services pertaining to an existing, standardized with one manufacturer Access Control system ("ACS") in use at properties under RED's purview (1 Dr. Carlton B. Goodlett Pl.— San Francisco City Hall, 25 Van Ness, 1 South Van Ness, 25 Van Ness, 49 South Van Ness, 1650 Mission, 850 Bryant, 1419 Bryant, 555 Selby, 450 Toland, 1 Newhall, and any existing installations transferred to RED's management,). The security system (software, door contacts, card readers, request to exit sensors, locks, control panels, reader boards, licenses and add-ons, power supplies for door hardware, duress buttons, door release buttons, and two-way audio/video IP based intercom systems) incorporates thousands of devices connected to centralized controllers and a server, all of which are installed and programmed by the vendor.	January 30,	January 29, 2026	5 REGULAR
46581 - 22/2	GENERAL SERVICES AGENCY - CITY ADMIN	\$3,250,000.00	Services are for as-needed, preventative, annual, and emergency maintenance services for existing audiovisual systems (AV) in City Hall and other City buildings. These systems are connected through standard or customized hardware and software configurations. As a part of the contract, the Contractor will perform systems maintenance services including, but not limited to, software and firmware. The Contractor will service the existing systems and/or supply replacement equipment installations. The Contractor may be required to install new audiovisual systems. These services are primarily for the Real Estate Division but will	January 9, 2023	January 8, 2028	REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			also be available to any other City departments that may be in need of the same services.			
<u>45815 - 22/2</u>	DEPARTMENT OF  BEMERGENCY  MANAGEMENT	\$125,278.00	Selected contractor shall provide the City with a Trend Miro Tipping point device  1) Work with the Department of Emergency Management (DEM) to rack and stack the appliance at 1001 Turk Street, San Francisco in the Data Center  2) Work with DEM to provide Network Connectivity  3) Configure the appliance software for best practice  4) Work with DEM to create runbook for know threats  5) Work with DEM to integrate reporting to VisionOne  6) Work with DEM to valid test threat and isolation  1. WARRANTY  3y warranty included in the quote for hardware and software  2. MAINTENANCE  3y maintenance included in the quote	December 1, 2022	December 1, 2025	REGULAR
49532 - 22/2	FIRE DEPARTMENT	\$2,500,000.00	Perform physical fitness evaluations on new hires and current uniformed Fire Department personnel, including coronary risk factor evaluations, cardiovascular examinations, and laboratory testing.	January 23, 2023	December 31, 2027	REGULAR
<u>36795 - 22/2</u>	3 MAYOR	\$5,000,000.00	Strategic Planning - Strategic planning and community engagement services, including survey and other data collection tool development, communications and outreach strategy development and execution, data, policy and research analysis, and report writing and compilation.  Program Evaluation – Firm will continue the work of strategic planning of creating departmental and divisional evaluation plans aimed at assessing and further developing 1) an evaluation framework, and structure; 2) community-informed indicators; 2) a department-wide standard monitoring progress system; and 3) a dissemination plan to key stakeholders.	January 2, 2023	December 31, 2028	REGULAR

PSC No	<b>Dept Designation</b>	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			Graphic Design/Editing – Graphic design/editing on plans, reports, and presentations for MOHCD and its grantees.			
43437 - 22/2	MUNICIPAL  TRANSPORTATION AGENCY	N \$128,100.00	Young Community Developers (YCD) was approved as part of our application to the California Air Resources Board (CARB) to provide work as part of the state-funded Bayview Community Shuttle Project.  The scope of work for YCD includes:  • Conduct engagement and promotion activities to local residents of Bayview-Hunters Point to recruit participants for workforce training programs to be employed as drivers for the Bayview Community Shuttle  • Provide quarterly reports on staff activities and outcomes for recruited workforce training participants	December 1, 2022	June 30, 2026	REGULAR
48151 - 22/23	MUNICIPAL  TRANSPORTATION AGENCY	N \$1,500,000.00	San Francisco Municipal Transporation Agency (SFMTA) Youth Internship Program is both a summer and year-round internship program established to provide professional guidance in a work experience set within the SFMTA to motivate students to continue their education so they may seek employment opportunities in the municipal transportation sector or other highly disciplined career fields. Students selected for the program demonstrate an ability and interest in professional careers such as transportation, planning, IT, communications/marketing, finance, engineering, and mechanical sciences. The consultant will manage the program and advance funds for all student interns' salaries and program enrichment activities.	May 26, 2023	May 31, 2027	REGULAR
48201 - 22/23	MUNICIPAL  TRANSPORTATION AGENCY	N \$1,500,000.00	The contractor will provide Certified Designated Underground Storage Tank (UST) Operator and Licensed UST Technician services such as the required monthly, annual and tri-annual testing for forty-four (44) underground and above-ground storage tanks located at seven (7) Divisions/locations that comprise the San Francisco Municipal Transportation Agency (SFMTA) fuel storage	October 1, 2023	October 1, 2028	REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			tank system. This service includes troubleshooting, repairs, modifications, and replacement or updating of equipment. The contractor will ensure compliance with all applicable Federal, State and Local codes and regulations. The contractor will provide an annual educational session on the related regulations for the SFMTA maintenance staff.			
48672 - 2	MUNICIPAL 22/23 TRANSPORTATION AGENCY	N \$411,600.00	A. Philip Randolph Institute San Francisco (APRI) was approved as part of our application to the California Air Resources Board (CARB) to provide work as part of the state-funded Bayview Community Shuttle Project.  The scope of work for APRI includes:  • Convene Workforce Development Project Committee  • Recruit and provide training to local residents of Bayview-Hunters Point to be employed as drivers for the Bayview Community Shuttle  • Design and Implement an Occupational Skills Training curriculum for Class C Driver Training  • Create and Maintain individual case files to track measured outcomes for enrolled participants	December 1, 2022	June 30, 2026	REGULAR
48705 - 2	MUNICIPAL 22/23 TRANSPORTATION AGENCY	N \$2,000,000.00	The proposed work is to provide professional services including but not limited to: preparing technical specifications and developing Job Order Contract System Unit Price Books (JOC UPB) containing 150,000-200,000 items of work; training staff and contractors for an SFMTA-customized JOC system; and providing proprietary software and management tools to administer the SFMTA's JOC program. This consultant contract is performance-based, and fees are paid as percentages of actual construction task orders issued after the master construction contracts are awarded.	December 2, 2022	December 1, 2027	REGULAR
43097 - 2	21/22 PUBLIC HEALTH	\$3,000,000.00	Selected suppliers will act as a gateway for credit card payment on a separate and secure external web server that redirects credit card information to a secure processing site. In addition, the selected suppliers may provide, either	January 1, 2023	December 31, 2028	REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			through rental or leasing, Payment Card Industry (PCI) compliant Point of Sale (POS) credit cared terminals as well as a fully PCI compliant gateway service.			
41894 - 22/2	3 PUBLIC UTILITIES COMMISSION	\$2,750,000.00	The purpose of this contract is to provide Preventive Maintenance, Inspection and As-Needed Repair Services for the three Caterpillar Flywheel UPS units Model # 1200S units at the Tesla UV Treatment Facility. The work includes: Level 1 PM (General and System Visual Inspections), Level 2 PM (General and System Visual Inspections and Checks), Air Filters Cleaning, Vacuum Pump Oil Change, Bearing Replacement, Controller Board Battery Replacement, Capacitors Replacement, Cable and Bus Connections Check	June 29, 2023	June 28, 2030	REGULAR
44897 - 22/2	PUBLIC UTILITIES COMMISSION	\$2,875,000.00	The City Distribution Division (CDD) of the San Francisco Utilities Commission (SFPUC) is responsible for the operation, maintenance and repair of the City's potable water distribution system, as well as the Auxiliary Water Supply System (AWSS), a high-pressure water supply system dedicated to firefighting. CDD is requesting the authority to hire security guards to be located at our 1990 Newcomb Avenue facility (1 guard) and 2000 Marin Street site of a future headquarters for CDD (1 guard on day shift, 2 on swing and 2 on graveyard shift). The security guard will screen and verify authorization of personnel entering the facility which will include employees, consultants, vendors delivering materials and supplies and personnel from other City departments coordinating work with CDD. The security guard will keep records of nonemployees entering the facility and any observed abnormal occurrences. The guard will also communicate with the CDD Dispatcher and/or 911 Dispatch to report any immediate life safety concerns. The security guard is necessary to ensure the safety of employees and visitors and to safeguard the materials and supplies located within the facilities boundaries and to prevent vandalism to the sites and existing buildings.	January 1, 2023	December 31, 2026	REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
47463 - 22/2 <u>3</u>	PUBLIC UTILITIES COMMISSION	\$1,500,000.00	The purpose of this contract is to provide Preventive Maintenance, Inspection and As-Needed Repair Services of multiple Standby Generators throughout the City and County of San Francisco Public Utilities Commission, Water Supply and Treatment Division (SFPUC-WST) facilities. Work will entail replacing oil, oil filters, and coolant, troubleshooting, load testing, repairs of oil leaks, coolant leaks, exhaust leaks, tune ups, inspections, calibrations and emergency service.	January 1, 2023	December 31, 2028	REGULAR
40957 - 22/2 <u>3</u>	GENERAL SERVICES AGENCY - PUBLIC WORKS	\$5,000,000.00	The primary scope of service will include the following: evaluate specialized or untried equipment, provide cleaning personnel for special events, conduct special cleaning services, steam clean, power wash, conduct neighborhood cleaning projects, abate graffiti, weed or maintain plants above or outside of the Bureau's routine operating responsibilities, and/or conduct pilot cleaning programs that affect both public and private properties. Not to exceed 10 percent in services for the duration of the contract, may also include the ability to organize community support, prepare educational or outreach materials, assist in developing and conducting outreach and education efforts, conduct neighborhood cleaning projects, organize community interest in establishment of Business Neighborhood Improvement Districts (BID/NID), and/or survey public opinion or conduct focus groups.		June 3, 2026	REGULAR
<u> 43240 - 22/23</u>	GENERAL SERVICES AGENCY - PUBLIC WORKS	\$1,600,000.00	Provide specialized services in Lighting Design to support Public Works' design staff on an as-needed basis. The Consultants will provide expert lighting consultation services to ensure that our projects achieve the highest quality in lighting design.	November 7, 2022	November 5, 2029	REGULAR
47163 - 22/2 <u>3</u>	GENERAL SERVICES AGENCY - PUBLIC WORKS	\$3,600,000.00	The Consultants will provide as-needed environmental, scientific and laboratory consultation services to provide rapid and cost effective resolution of environmental issues	November 28, 2022	December 31, 2029	REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			encountered in maintenance dredging, dredge spoil disposal, hydrographic survey and coastal engineering. Consultants will review project plans, perform field surveys and sampling activities, perform specialized laboratory analyses, develop reports and assist in regulatory negotiations. Individual Contract Service Orders (CSO's) will define job/task specific scopes of work.			
45946 - 22	GENERAL SERVICES AGENCY - TECHNOLOGY	\$5,000,000.00	The Unified Enterprise Support Services is a Microsoft offering that includes a comprehensive set of services to help the City with any issues arising with the use of Microsoft licenses. The set of services includes prioritized 24x7 problem resolution for issues that may arise in the City's daily use of their products. Microsoft employees will provide root-cause analysis, technical support, and escalation management (if needed) for all reported incidents, and will oversee cases until completely resolved. These services are provided by Microsoft employees remotely, and includes either phone and/or web-based technical support in the form of advice and guidance, as well as troubleshooting specific problems, error messages or functionality for products that are not working as intended.  The Unified Enterprise Support Services also includes service delivery management, whereby Microsoft employees will field inquiries from any of the 50+ City departments regarding product access, functionality and available security upgrades. This service will aid the City in optimizing the full capabilities of the Microsoft products.  The cost for this offering is based on a percentage of the City's total Microsoft spend in the prior 12 months. This program will provide the City with Microsoft Technical Account Managers and engineers who will assist City Staff in implementing Microsoft software products and work with City Staff to maximize the efficiency and deployment of Microsoft Products. These services require technical expertise and knowledge of proprietary Microsoft software	April 1, 2023	April 30, 2026	REGULAR

PSC No	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			products that City Staff do not have. City employees do not have Enterprise level Microsoft deployment rights, access from an architectural level, or access to source code which are required to perform these functions.			
			In addition to the above, the new EA will allow for the procurement of consulting services on an as needed basis. Consulting services range from digital transformation design planning and implementation, to cyber security services such as threat/vulnerability mitigation and identity/access control. Any department who wishes to retain Microsoft for such services will be able to do so through the Citywide EA.			
46561 - 22/	GENERAL SERVICES AGENCY - TECHNOLOGY	\$5,200,000.00	The purpose of this enterprise agreement is to purchase 3 major categories of subscription software from Adobe on a firm fixed price basis for the entire city for a base term of 3 years: 1.) desktop Adobe Acrobat DC with cloud storage turned off and 2.) Creative Cloud license + various Creative Single apps with cloud storage and 3.) proprietary software support.  IN 2020, after a public bid, DT awarded this 5-year agreement for Adobe software to an Adobe reseller, Bridge Micro, who also happens to be a City-certified local business enterprise. This citywide purchase includes proprietary software support. In CY2020, CSC did not impose a requirement that proprietary software support was subject to CSC review and approval.  To the extent that proprietary software support is now subject to CSC review and approval, DT is seeking CSC Approval at this time for the entire 5-year contract value.		0 August 27, 2025	REGULAR

### **Posting For January 25, 2023**

### Proposed Modifications to Personal Services Contracts

PSC Number	Commission Hearing Date	<b>Department</b>	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
48036 - 21/22 - MODIFICATIONS	January 25, S 2023	AIRPORT COMMISSION AIR	\$4,000,000	\$9,000,000	Contractor will provide the engineering conceptual design to upgrade the San Francisco International Airport's (Airport) two main 115 kilo volt (kV) electrical substations to improve redundancy for power scenarios outside normal operations and increase capacity to meet the anticipated electrical capacity demand growth. The transformers are owned by the San Francisco Public Utilities Commission (SFPUC), and SFPUC Power Enterprise is funding 80% of the proposed work. The proposed work includes: 1) specialized design on 115kV high voltage and 12kV medium voltage electrical systems, 2) provide expertise in the regulations, policies, procedures, and standards of Federal Energy Regulatory Commission (FERC), California Independent System Operator (CAISO) and 3) develop conceptual design alternatives that will be then selected for project environmental review and clearance.		12/31/2025	REGULAR
45869 - 19/20 - MODIFICATIONS	January 25, 5 2023	GENERAL SERVICES	\$1,250,000	\$2,000,000	The Contractor will provide as- needed maintenance services on	03/01/2021	04/30/2026	REGULAR

PSC Number	Commission Hearing Date	Department	Additional Amount	<b>Cumulative</b> <b>Total</b>	Description	Start Date	End Date	Approval Type
		AGENCY - CITY ADMIN ADM			city-owned vehicle service equipment on two new City fleet maintenance facilities: 555 Selby Street and 450 Toland Street, San Francisco.			
41849 - 20/21 - MODIFICATION	January 25, S 2023	PUBLIC HEALTH DPH	\$1,000,000	\$2,500,000	In March 2020, OCA commenced to procure bulk Personal Protective Equipment (PPE) and other scarce resources on behalf of 60+ City departments, including DPH. This inventory was procured under the City's February 25, 2020 COVID-19 Declared COVID Emergency and was used by City to respond to the pandemic. Since then, over 90 million pieces of PPE has been procured by OCA. Until now, the COVID-response inventory has been stored at Moscone Center where Disaster Service Workers (DSWs) manage it and distribute it citywide as part of the COVID Command Center (CCC) and Department of Public Health (DPH) to respond to the pandemic. However, beginning July 1, 2021, CCC and DPH must vacate Moscone Center. Despite efforts by City's Department of Real Estate to secure warehousing space, City was not able to find the adequate space required to manage its inventory. Consequently, on March 12, 2021, the City's Office of Contract Administration (OCA) issued an	)	2 04/30/202	4 REGULAR

PSC Number	Commission Hearing Date	Department	Additional Amount	<b>Cumulative</b> <b>Total</b>	Description	Start Date	End Date	Approval Type
					emergency solicitation to 3rd Party Warehousing and Logistics ("3PL") providers in the Bay Area. On or about April 8, 2020, CCC and DPH selected Pacful Inc., the lowest responsive bidder. The proposed contract (Contract ID 1000021358) will be for a period of 1 year, with an option to renew for one additional year. The purpose of this is contract is to secure warehousing and logistical services for managing CCC's and DPH's COVID response inventory for the duration of the pandemic. These storage and delivery services are critical to CCC and DPH being able to continue their response to the pandemic. Additionally, the contract will allow City to remove its remaining COVID-response inventory out of Moscone Center, something it must begin to plan and execute immediately to meet a June 30, 2021 deadline.			
43440 - 16/17 - MODIFICATION	January 25, S 2023	PUBLIC HEALTH DPH	\$2,000,000	\$3,800,000	The contractor will provide access to web-based software to be used at the Zuckerberg San Francisco General (ZSFG) hospital pharmacy and its satellite and contracted pharmacies to track, report and inventory for drug replenishment activities under the federal 340B Drug Pricing program. The 340B Drug Pricing Program is a federal		3 12/31/2027	7 REGULAR

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					program which requires drug manufacturers to provide outpatient drugs to eligible health care organizations"covered entities" at significantly reduced prices, enabling covered entities to stretch federal resources much further, reaching more eligible patients and providing more comprehensive services.			
31109 - 20/21 - MODIFICATION	January 25, IS 2023	PUBLIC LIBRARY LIB	\$136,000	\$226,000	Vendor is to provide cash/coin collection services for SFPL Library System's TBS-900 Kiosk public printing vend units. The vendor's exclusive northern California subcontractor will collect all cash/coin from the proprietary TBS-900 Kiosks at the Main Library and each branch location. The collected cash and coins will be delivered, on a weekly basis, to the SFPL Finance Department (located at main library). The cash/coin will be separated by location in individual bags and accompanied by a report to provide audit information.	11/01/202	2 09/30/2020	6 REGULAR

**TOTAL AMOUNT \$8,386,000** 

# Regular/Continuing/Annual Personal Services Contracts

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

Department: GENERAL SE	RVICES AGENC	<u>Y - CITY ADMIN</u>	<u>N ADM</u>	Dept. 0	Code: <u>ADM</u>		
Type of Request:	☑Initial	□Modificat	ion of an existi	n of an existing PSC (PSC #			
Type of Approval:	$\square$ Expedited	<b>☑</b> Regular	$\square$ Annual	☐ Continuing	☐ (Omit Posting)		
Type of Service: As Needed Access Control Maintenance and Upgrade Services							
Funding Source: General		PSC	Duration: <u>3 year</u>	<u>rs</u>			
PSC Amount: \$150.500							

### Description of Work

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

The Real Estate Division ("RED") is seeking services for maintenance and expansion services pertaining to an existing, standardized with one manufacturer Access Control system ("ACS") in use at properties under RED's purview (1 Dr. Carlton B. Goodlett Pl.— San Francisco City Hall, 25 Van Ness, 1 South Van Ness, 25 Van Ness, 49 South Van Ness, 1650 Mission, 850 Bryant, 1419 Bryant, 555 Selby, 450 Toland, 1 Newhall, and any existing installations transferred to RED's management,). The security system (software, door contacts, card readers, request to exit sensors, locks, control panels, reader boards, licenses and add-ons, power supplies for door hardware, duress buttons, door release buttons, and two-way audio/video IP based intercom systems) incorporates thousands of devices connected to centralized controllers and a server, all of which are installed and programmed by the vendor.

- B. Explain why this service is necessary and the consequence of denial:
- The Real Estate Division's Access Control system (ACS) is an integral tool that safeguards City and County of San Francisco's buildings. The vendor will furnish both the physical hardware, software, and upgrades for Access Control at properties under RED's purview. Without these services, the City's ACS would be at risk for failure or periodic down time for repair, putting City buildings' and properties' security 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.
  Services were provided using other City procurement methods. We have been advised to request a Personal Services 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.

  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:

Work requires expertise necessary to perform required tasks. Work is as needed.

### 3. <u>Description of Required Skills/Expertise</u>

- A. Specify required skills and/or expertise: In addition to being fully Microsoft and Cisco certified, advanced manufacturer specific certifications for programmers and installers are necessary for servicing the more sophisticated portions of the programming and hardware infrastructure. These manufacturer certification modules include basic installer, advanced system integrator, Professional, Corporate and Enterprise installer, which are each a progressing prerequisite leading to the most sophisticated certification (Platinum) for maintaining the City's system. Certifications must be renewed through coursework every three years or upon a major software release.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1042, IS Engineer-Journey; 1044, IS Engineer-Principal; 1071, IS Manager; 1092, IT Operations Support Admin II; 1093, IT Operations Support Admin III; 1777, Media/Security Sys Spec; 1781, Media/Security Syst Supv; 1092, IT Operations Support Administrator II; 1093, IT Operations Support Administrator III;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. Contractor will provide replacement parts.

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

RED and other departments depend on user end and initial troubleshooting support provided by Media and Security Services or IT groups. However, no Access Control Servicing agencies or classification with high-level expertise exist within the City.

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

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

  Skillsets necessary for continuous, high-level maintenance and upgrades are above the certifications and training required in civil service classes.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. The expertise and mandatory accreditations to perform as-needed services on the City's Access Control system without invalidating warranties and software support agreements.

### 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. Training will be provided. A minimum of 2 hours of training for five (5) Media and Security Services 1777 and two (2) 1781 technicians. Staff will be trained to provide user end support such as troubleshooting and smart card activation.
- C. Are there legal mandates requiring the use of contractual services?
- D. Are there federal or state grant requirements regarding the use of contractual services? 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. <u>Union Notification</u>: On  $\underline{11/16/2022}$ , the Department notified the following employee organizations of this PSC/RFP request:

Architect & Engineers, Local 21; Municipal Executive Association; Theatrical Stage Employees, L16

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

Name: <u>Joan Lubamersky</u> Phone: <u>4155544859</u> Email: <u>joan.lubamersky@sfgov.org</u>

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

### FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 41624 - 22/23

DHR Analysis/Recommendation: Commission Approval Required DHR Approved for 01/25/2023 **Civil Service Commission Action:** 

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

### **Lubamersky, Joan (ADM)**

From: dhr-psccoordinator@sfgov.org on behalf of joan.lubamersky@sfgov.org

**Sent:** Wednesday, November 16, 2022 9:32 PM

**To:** Lubamersky, Joan (ADM); sal@local16.org; jb@local16.org; Laxamana, Junko (DBI);

Criss@sfmea.com; camaguey@sfmea.com (contact); christina@sfmea.com;

staff@sfmea.com; ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26 @yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; l21pscreview@ifpte21.org; Lubamersky, Joan (ADM); DHR-

PSCCoordinator, DHR (HRD)

**Subject:** Receipt of Notice for new PCS over \$100K PSC # 41624 - 22/23

RECEIPT for Union Notification for PSC 41624 - 22/23 more than \$100k

The GENERAL SERVICES AGENCY - CITY ADMIN -- ADM has submitted a request for a Personal Services Contract (PSC) 41624 - 22/23 for \$150,500 for Initial Request services for the period 01/30/2023 – 01/29/2026. Notification of 30 days (60

days for SEIU) is required.

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

http://apps.sfgov.org/dhrdrupal/node/19422 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: <u>GENERAL SER\</u>	<u>/ICES AGENCY -</u>	CITY ADMIN	<u> ADM</u>	Dept. (	Code: <u>ADM</u>		
Type of Request:	☑Initial	$\square$ Modification of an existing PSC (PSC #			)		
Type of Approval:	□Expedited	<b>☑</b> Regular	□Annual	☐ Continuing	☐ (Omit Posting)		
Type of Service: <u>As-Needed Audio-Visual System Maintenance Services</u>							
Funding Source: General Fu		PSC	Duration: <u>5 year</u>	<u>rs</u>			
PSC Amount: \$3,250,000							

### 1. Description of Work

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

Services are for as-needed, preventative, annual, and emergency maintenance services for existing audiovisual systems (AV) in City Hall and other City buildings. These systems are connected through standard or customized hardware and software configurations. As a part of the contract, the Contractor will perform systems maintenance services including, but not limited to, software and firmware. The Contractor will service the existing systems and/or supply replacement equipment installations. The Contractor may be required to install new audiovisual systems. These services are primarily for the Real Estate Division but will also be available to any other City departments that may be in need of the same services.

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

The consequences of denial would be that the aging City AV systems would not be maintained or improved. Without a contract in place, the City could experience significant setbacks in productivity and operationality. Earlier this year, City Hall's AV system experienced a significant control and data transmission failure that immediately prevented City Hall staff from being able to hold and broadcast public hearings as mandated by the Brown Act and Sunshine Ordinance. This limited access to the legislative process. Additionally, the City's transition to a hybrid work model and a telecommuting environment has led to an increasing demand for meeting and conference rooms outfitted with AV systems that are connected to remote meeting software and hardware. AV failures would impact City departments' ability to meet compliance obligations, perform required training, and hold meetings between onsite staff and remote workers/vendors. Malfunctioning systems would prevent the City from fulfilling our diverse business needs and also limit the City's ability to serve and connect with members of the public.

- C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.Historically, the AV systems have been serviced and repaired with emergency funding. There are no contracts in place to provide preventative, routine, annual, and/or emergency maintenance.
- D. Will the contract(s) be renewed?

  Yes, if the services continue to be required.
- 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:

  Services are required when equipment breakdown and it is unpredictable.

### 3. <u>Description of Required Skills/Expertise</u>

- A. Specify required skills and/or expertise: Contractors must have comprehensive concept-to-completion experience in the development, installation, maintenance, and design of audiovisual systems similar to the systems the City owns. Contractors must also have certified onsite technicians who are able to engage with localized customizations, which were created during the original installation projects. Contractors must have Crestron Platinum and QSC Qsys Level 2 certified programmers on staff to service the more advanced portions of the City's AV portfolio. The scope of many of the City's original AV projects calls for site-specific knowledge of highly sophisticated AV systems which are exclusive to the City and County of San Francisco. Contractors must have experience with reverse engineering bespoke systems in order to execute maintenance and upgrade requirements. Contractors should have experience working on customized audiovisual systems for government agencies with a variety of buildings and structures ranging from historically preserved landmark buildings to those newly constructed.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1042, IS Engineer-Journey; 1044, IS Engineer-Principal; 1054, IS Business Analyst-Principal; 1071, IS Manager; 1093, IT Operations Support Admn III; 1777, Media/Security Syst Supv; 1093, IT Operations Support Administrator III;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Contractors will be required to provide replacement parts and equipment as needed.

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

The Real Estate Division and other departments depend on initial troubleshooting support provided by City Media and Security Services or IT groups. However, City staff do not have the ability to provide the high-level maintenance services required. City staff also do not possess the required certifications.

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

A. Explain why civil service classes are not applicable.

The City employees do not have the skillsets or certifications necessary to perform 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. It is not cost-effective to expend funds to train City employees for these as-needed 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. Training is only to teach City staff how to operate and troubleshoot the systems and equipment. It doesn't include training on how to maintain or install.
- 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.** <u>Union Notification</u>: On <u>11/07/2022</u>, the Department notified the following employee organizations of this PSC/RFP request:

<u>Municipal Executive Association; Professional & Tech Engrs, Local 21; Theatrical Stage Employees, L16</u>

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

Name: Lynn Khaw Phone: 4155546296 Email: lynn.khaw@sfgov.org

Address: City Hall, Room 430, 1 Dr. Carlton B. Goodlett Pl. San Francisco, CA 94102

#### FOR DEPARTMENT OF HUMAN RESOURCES USE

Commission Approval Required DHR Approved for 01/25/2023

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

From: <u>dhr-psccoordinator@sfgov.org</u> on behalf of <u>lynn.khaw@sfgov.org</u>

To: Khaw, Lynn (ADM); sal@local16.org; jb@local16.org; WendyWong26@yahoo.com; wendywong26@yahoo.com;

tmathews@ifpte21.org; kschumacher@ifpte21.org; l21pscreview@ifpte21.org; Laxamana, Junko (DBI); Criss@sfmea.com; camaguey@sfmea.com (contact); christina@sfmea.com; staff@sfmea.com; Khaw, Lynn

(ADM), DHR-PSCCoordinator, DHR (HRD)

**Subject:** Receipt of Notice for new PCS over \$100K PSC # 46581 - 22/23

**Date:** Monday, November 7, 2022 5:24:40 PM

RECEIPT for Union Notification for PSC 46581 - 22/23 more than \$100k

The GENERAL SERVICES AGENCY - CITY ADMIN -- ADM has submitted a request for a Personal Services Contract (PSC) 46581 - 22/23 for \$3,250,000 for Initial Request services for the period 01/09/2023 - 01/08/2028. 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/19404 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: <u>DEPARTME</u>	NI OF EMERGE	NCY MANAGEMEN	<u> ECD</u>	Dept. 0	Lode: <u>ECD</u>
Type of Request:	☑Initial	$\square$ Modification of	an existing PS	C (PSC #	)
Type of Approval:	□Expedited	☑Regular	$\square$ Annual	☐ Continuing	☐ (Omit Posting)
Type of Service: Profession	onal Services				, 55.111.67
Funding Source: <u>Grant Funding Source</u> : <u>\$125,278</u>	unding	PSC Est. Start Date:	12/01/2022	PSC Est. End Da 12/01/2025	te
<ol> <li>Description of Work         A. Scope of Work/Service         Selected contractor sh     </li> </ol>			iro Tipping po	int device	
1) Work with the Depa 1001 Turk Street, San F			nt (DEM) to rac	k and stack the a	ppliance at
2) Work with DEM to p	orovide Networl	c Connectivity			
3) Configure the applia	nce software fo	or best practice			
4) Work with DEM to c	reate runbook	for know threats			
5) Work with DEM to i	ntegrate report	ing to VisionOne			
6) Work with DEM to v	alid test threat	and isolation			
1. WARRANTY					
3y warranty included i	n the quote for	hardware and soft	ware		
2. MAINTENANCE					
3y maintenance includ	ed in the quote				
B. Explain why this serv This service will enhan managed devices such	ce DEM's capab	· · · · · · · · · · · · · · · · · · ·		d extend protection	on to non-

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

  No this has not be provided in the past
- D. Will the contract(s) be renewed?The contract length will be for 3 years in length
- 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 of Emergency Management procure and configure Trend Micro Tipping Point Services, a security appliance. The security appliance will enhance the Department's existing security solution by addressing zero day vulnerabilities and provide virtual patching to endpoints where traditional antivirus is not able to, such as IoT from Contractor.

### 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:

SME needed to properly deploy the security appliance on the network to minimize impact to production system.

### 3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Trend Micro SME needed to setup, configure and connect the data to VisionOne
- 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. DEM is the first to deploy this appliance in the City.

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

DEM works with Department of Technology closely and this work is not currently available in the city as an available resource.

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

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

  After the initial setup and configuration, Trend Micro will transfer the knowledge to DEM staff to maintain the appliance.
- 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 need is only for initial setup. The vendor will train DEM IT staffs to take over the maintenance afterwards.

#### 6. Additional Information

А	A. Will the contra explanation. No.	ctor directly supervise (	City and County employee? If so, please include an
В	component that not, explain wh Yes. The vendo	it will be included in th ly not. r will train DEM IT staffs	nty employees and/or is there a transfer of knowledge be contact? If so, please explain what that will entail; if so take over the maintenance of Trend Miro Tipping point per of hours for training is still unknown at this point.
C	C. Are there legal	mandates requiring the	e use of contractual services?
D		_ ,	ements regarding the use of contractual services? If so, or copy of any such applicable requirement.
Е			ed that contracting is the most effective way to provide nclude a copy of the board or commission action.
F.		ed work be completed l f so, please explain.	by a contractor that has a current PSC contract with your
О	nion Notification: of this PSC/RFP rec oll unions were not	ιuest:	epartment notified the following employee organizations
		LF OF THE DEPARTMENT PLETE AND ACCURATE:	T THAT THE INFORMATION CONTAINED IN AND ATTACHED
Nam	e: <u>Thomas Chen</u>	Phone: <u>4152696562</u>	Email: Thomas.Chen@sfgov.org

\* FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC#<u>45815 - 22/23</u>

DHR Analysis/Recommendation: **Commission Approval Required** DHR Approved for 01/25/2023

Address: 1011 Turk Street San Francisco, CA

**Civil Service Commission Action:** 

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

### Chen, Thomas (DEM)

**From:** dhr-psccoordinator@sfgov.org on behalf of Thomas.Chen@sfgov.org

**Sent:** Wednesday, September 28, 2022 10:49 AM

**To:** Chen, Thomas (DEM); Pierre King - UAPD; president@sanfranciscodsa.com;

max.porter@seiu1021.org; kennethlomba@gmail.com; snaranjo@cirseiu.org; mdennis@twusf.org; roger marenco; pwilson@twusf.org; cmoyer@nccrc.org; Frigault, Noah (HRC); sfdpoa@icloud.com; mjayne@iam1414.org; Emanuel, Rachel (DEM); laborers261@gmail.com; Laxamana, Junko (DBI); jennifer.esteen@seiu1021.org; emathurin@cirseiu.org; abush@cirseiu.org; sbabaria@cirseiu.org; anthony@dc16.us; mlobre@sfpoa.org; @sfpoa.org; tracym@sfpoa.org; mleach; rooferslocal40 @gmail.com; sal@local16.org; Criss@sfmea.com; Julie.Meyers@sfgov.org; Stan Eichenberger; Jason

Klumb; camaguey@sfmea.com (contact); ablood@cirseiu.org; kcartermartinez@cirseiu.org;

ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com;

sarah.wilson@seiu1021.org; kschumacher@ifpte21.org; kpage@ifpte21.org; tjenkins@uapd.com;

eerbach@ifpte21.org; tmathews@ifpte21.org; amakayan@ifpte21.org; jb@local16.org; Ricardo.lopez@sfgov.org; Basconcillo, Katherine (PUC); Sandeep.lal@seiu1021.me;

pcamarillo\_seiu@sbcglobal.net; MRainsford@local39.org; Wendy Frigillana; 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; Ramon Hernandez; ablood@cirseiu.org;

pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org; xiumin.li@seiu1021.org; Sin.Yee.Poon@sfgov.org; smcgarry@nccrc.org; rmitchell@twusf.org; grojo@local39.org;

jduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org;

l21pscreview@ifpte21.org; sfsmsa@gmail.com; bart@dc16.us; david.canham@seiu1021.org; jtanner940@aol.com; oashworth@ibew6.org; l21pscreview@ifpte21.org; laborers261@gmail.com; local200twu@sbcglobal.net; speedy4864@aol.com; christina@sfmea.com; ecdemvoter@aol.com;

Thomas Vitale; Chen, Thomas (DEM); DHR-PSCCoordinator, DHR (HRD)

**Subject:** Receipt of Notice for new PCS over \$100K PSC # 45815 - 22/23

RECEIPT for Union Notification for PSC 45815 - 22/23 more than \$100k

The DEPARTMENT OF EMERGENCY MANAGEMENT -- ECD has submitted a request for a Personal Services Contract (PSC) 45815 - 22/23 for \$125,278 for Initial Request services for the period 12/01/2022 - 12/01/2025. 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:

https://gcc02.safelinks.protection.outlook.com/?url=http%3A%2F%2Fapps.sfgov.org%2Fdhrdrupal%2Fnode%2F19228& amp;data=05%7C01%7CThomas.Chen%40sfgov.org%7Cea010b1aafc44603c5d408daa17a3c97%7C22d5c2cfce3e443d9a 7fdfcc0231f73f%7C0%7C0%7C637999843624281096%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoi V2luMzIiLCJBTil6lk1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=p%2BER5lywoWplNJ3ZJDs9QglctNJYQrL OrcoTPkJ3Skk%3D&reserved=0 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")

De	epartment: <u>FIRE DEPARTM</u>	<u> IENT FIR</u>			Dept. C	ode: <u>FIR</u>
T	ype of Request:	☑Initial	$\square$ Modification of	an existing PS	C (PSC #	)
T	ype of Approval:	□Expedited	☑Regular	□Annual	☐ Continuing	☐ (Omit Posting)
T	ype of Service: Occupation	nal Health Phys	ical Fitness Examina	ations		i Ostiligj
	unding Source: <u>Annual Bur</u> SC Amount: <u>\$2,500,000</u>	<u>dget</u>	PSC Est. Start Date:	01/23/2023	PSC Est. End Dat 12/31/2027	e
1.	Description of Work  A. Scope of Work/Service: Perform physical fitness e including coronary risk fa	evaluations on	new hires and curre			
	B. Explain why this service This service is necessary that they can safely perfo	to ensure that	all new hires and ur	niformed empl	•	and fit so
	C. Has this service been p previous PSC, attach of This professional serv the past, most recent	copy of the mo	st recently approve equest has been ap	d PSC. proved by the	Civil Service Com	
	D. Will the contract(s) be This request will represer The term of the contract	nt a new, multi-			ecently expired co	ontract.
	E. If this is a request for a existing PSC by anoth not applicable		•	r if your reques	st is to extend (mo	odify) an
2.	Reason(s) for the Reques  A. Indicate all that apply		d attach any relevar	nt supporting c	locuments):	
	☑ Services required on ar	n as-needed, in	termittent, or perio	odic basis (e.g.,	peaks in workloa	d).
	☑ Services that require re an operator).	esources that th	ne City lacks (e.g., o	ffice space, fac	ilities or equipme	ent with

### B. Explain the qualifying circumstances:

This service is necessary to ensure that all uniformed employees and new hires are healthy and fit so that they can safely perform the duties and responsibilities of their positions. The Department does not have the capability and expertise to provide this service. The City will be able to meet this service once San Francisco General Hospital establishes and staffs a dedicated or expanded medical and laboratory facilities that would be specifically assigned to this purpose.

### 3. <u>Description of Required Skills/Expertise</u>

- A. Specify required skills and/or expertise: Physician who is trained as a cardiologist and can perform and interpret resting and stress test EKGs.
- B. Which, if any, civil service class(es) normally perform(s) this work? 2230, Physician Specialist; 2232, Senior Physician Specialist; 2233, Supervising Physician Spec; 2328, Nurse Practitioner;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. Neither the Department, nor San Francisco General Hospital have the facilities and equipment necessary for this kind of specialized cardiovascular testing and therefore cannot perform essential parts of the cardiac examination.

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

The Fire Department Physician reached out to SFGH Employee Health department to inquire about providing health check examinations, and Angela Boilard, Clinic Manager, at SFGH-Zuckerberg Hospital Employee Health verified via email to the department that they do not have the capacity to perform health check examinations and 5 stress treadmill tests/day.

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

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

  The Department needs to have a Physician who is trained as a cardiologist and can perform and interpret resting and stress test EKGs.
- 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 classes exists, but the staffing, equipment, and facilities are insufficient to meet the Fire Department's needs.

### 6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
   No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
  - No. No training is needed.
- C. Are there legal mandates requiring the use of contractual services? No.

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

  No.
- **7.** <u>Union Notification</u>: On <u>10/07/2022</u>, the Department notified the following employee organizations of this PSC/RFP request:

<u>SEIU Local 1021; SEIU, Local 1021 (Staff Nurse & Per Diem Nurse); SEIU, Local 1021 H-1 Fire-Rescue</u> Paramedics

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

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

Address: 698 Second Street San Francisco, CA 94107

\*

#### FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 49532 - 22/23

DHR Analysis/Recommendation: Commission Approval Required DHR Approved for 01/25/2023 Civil Service Commission Action:

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

#### Koestenbaum, Elissa (FIR)

**From:** dhr-psccoordinator@sfgov.org on behalf of elaine.walters@sfgov.org

Sent: Friday, October 7, 2022 8:46 AM

**To:** Walters, Elaine (FIR); snaranjo@cirseiu.org; jennifer.esteen@seiu1021.org;

emathurin@cirseiu.org; abush@cirseiu.org; sbabaria@cirseiu.org;

kcartermartinez@cirseiu.org; ablood@cirseiu.org; max.porter@seiu1021.org; Jason

Klumb; Laxamana, Junko (DBI); sarah.wilson@seiu1021.org; Thomas Vitale;

Ricardo.lopez@sfgov.org; Basconcillo, Katherine (PUC); Sandeep.lal@seiu1021.me;

pcamarillo\_seiu@sbcglobal.net; Wendy Frigillana; pscreview@seiu1021.org;

ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; davidmkersten@gmail.com; xiumin.li@seiu1021.org; Sin.Yee.Poon@sfgov.org; david.canham@seiu1021.org; jtanner940@aol.com; Koestenbaum, Elissa (FIR); DHR-PSCCoordinator, DHR (HRD)

**Subject:** Receipt of Notice for new PCS over \$100K PSC # 49532 - 22/23

Follow Up Flag: Follow up Flag Status: Flagged

RECEIPT for Union Notification for PSC 49532 - 22/23 more than \$100k

The FIRE DEPARTMENT -- FIR has submitted a request for a Personal Services Contract (PSC) 49532 - 22/23 for \$2,500,000 for Initial Request services for the period 01/23/2023 – 12/31/2027. Notification of 30 days (60 days for SEIU) is required.

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

http://apps.sfgov.org/dhrdrupal/node/19130 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

#### Koestenbaum, Elissa (FIR)

**From:** Koestenbaum, Elissa (FIR) **Sent:** Friday, October 7, 2022 8:55 AM

**To:** pking@UAPD.com

**Subject:** FW: Receipt of Notice for new PCS over \$100K PSC # 49532 - 22/23

Follow Up Flag: Follow up Flag Status: Flagged

Hello Pierre,

Forwarding Union Notification.

Elissa Koestenbaum (she, her, hers) Contracts Analyst Finance & Planning Division San Francisco Fire Department

----Original Message-----

From: dhr-psccoordinator@sfgov.org <dhr-psccoordinator@sfgov.org> On Behalf Of elaine.walters@sfgov.org Sent: Friday, October 7, 2022 8:46 AM

To: Walters, Elaine (FIR) <elaine.walters@sfgov.org>; snaranjo@cirseiu.org; jennifer.esteen@seiu1021.org; emathurin@cirseiu.org; abush@cirseiu.org; sbabaria@cirseiu.org; kcartermartinez@cirseiu.org; ablood@cirseiu.org; max.porter@seiu1021.org; Jason Klumb <Jason.Klumb@seiu1021.org>; Laxamana, Junko (DBI) <Junko.Laxamana@sfgov.org>; sarah.wilson@seiu1021.org; Thomas Vitale <thomas.vitale@seiu1021.org>; Ricardo.lopez@sfgov.org; Basconcillo, Katherine (PUC) <kbasconcillo@sfwater.org>; Sandeep.lal@seiu1021.me; pcamarillo\_seiu@sbcglobal.net; Wendy Frigillana <wendy.frigillana@seiu1021.org>; pscreview@seiu1021.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; davidmkersten@gmail.com; xiumin.li@seiu1021.org; Sin.Yee.Poon@sfgov.org; david.canham@seiu1021.org; jtanner940@aol.com; Koestenbaum, Elissa (FIR) <elissa.koestenbaum@sfgov.org>; DHR-PSCCoordinator, DHR (HRD) <dhr-psccoordinator@sfgov.org> Subject: Receipt of Notice for new PCS over \$100K PSC # 49532 - 22/23

RECEIPT for Union Notification for PSC 49532 - 22/23 more than \$100k

The FIRE DEPARTMENT -- FIR has submitted a request for a Personal Services Contract (PSC) 49532 - 22/23 for \$2,500,000 for Initial Request services for the period 01/23/2023 – 12/31/2027. Notification of 30 days (60 days for SEIU) is required.

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

http://apps.sfgov.org/dhrdrupal/node/19130 For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again, change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

## Additional Attachment(s)

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

Department:	FIRE DEPARTMENT	- -		Dept. 0	Code: <u>FIR</u>
Type of Request:	$\square$ Initial	<b>☑</b> Modification	of an existing PSC	(PSC # 42142 - 12	/13)
Type of Approval:	□Expedited	☑Regular	□Annual	☐ Continuing	☐ (Omit Posting)
Type of Servi	ce: Occupational H	<u>ealth Physical Fi</u>	tness Examinations	<u>i</u>	
Funding Sour	ce: General Fund A	nnual Budget ar	nd G		
PSC Original Approved Amount: \$1,200,000 PSC Original Approved Duration: 07/01/13 - 06/30/15 (1 year 52 weeks)					
PSC Mod#1 Amount: \$800,000 PSC Mod#1 Duration: 07/01/15-12/31/17 (2 years 26 weeks)					
PSC Mod#2 Amount: no amount added PSC Mod#2 Duration: 01/01/18-12/31/19 (2 years)					
PSC Cumulative Amount Proposed: \$2,000,000 PSC Cumulative Durati					: <u>6 years 26</u>

#### 1. Description of Work

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

Perform physical fitness evaluations on uniformed Fire Department personnel, including coronary risk factor evaluations, cardiovascular examinations, and laboratory testing.

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

  This service is necessary to ensure that all uniformed employees are healthy and fit, so that they can safely perform the duties and responsibilities of their positions.
- 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. 42142-12/13
- D. Will the contract(s) be renewed? Yes, for an additional two years.
- E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:

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

- A. Display all that apply
- ☑ Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).
- Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator).

Explain the qualifying circumstances:

The need for medical evaluations occur intermittently associated with pre-employment physicals, promotive medical examinations, return-to-work examinations and fitness examinations. The Department would utilize San Francisco General Hospital if they are amenable and would acquire the necessary additional staff, equipment and facility to absorb the extra workload of this service.

B. Reason for the request for modification: to add duration

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

- A. Specify required skills and/or expertise: The practitioner must be certified and trained in cardiology and occupational health.
- B. Which, if any, civil service class(es) normally perform(s) this work? 2230, Physician Specialist; 2232, Senior Physician Specialist; 2233, Supervising Physician Spec; 2320, Registered Nurse; 2328, Nurse Practitioner;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Contractor will provide pulmonary function machines, 12-lead EKGs, treadmills and full clinical laboratory capabilities.

### 4. <u>If applicable</u>, 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 in the medical field, the City does not require that eligibles be dually trained and certified in cardiology and occupational health, which are required for this service.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: Classes already exist in the medical field, but this service requires a dedicated practitioner with the right expertise and unrestricted access to testing equipment and laboratory facilities.

#### 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 w2ill be provided. The contractor will be comprised of medical professionals, particularly in the field of cardiology. There will also be medical professionals in the field of laboratory testing and results review and interpretation.
- 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.

California Pacific Medical Center will continue to provide this.

**7.** <u>Union Notification</u>: On <u>10/02/19</u>, the Department notified the following employee organizations of this PSC/RFP request:

SEIU, Local 1021 (Staff Nurse & Per Diem Nurse); Physicians and Dentists - 8CC;

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

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

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

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#### FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 42142 - 12/13

DHR Analysis/Recommendation: Commission Approval Not Required Approved by DHR on 12/12/2019

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

Department: FIRE DEPARTMENT Dept. Code: FIR

Type of ☐ Initial ☐ Modification of an existing PSC (PSC # 42142 - 12/13)

Request:

Type of □Expedited ☑Regular □Annual □Continuing □ (Omit Posting)

Approval:

Type of Service: Occupational Health Physical Fitness Examinations

Funding Source: General Fund Annual Budget and G

PSC Original Approved Amount: \$1,200,000 PSC Original Approved Duration: 07/01/13 - 06/30/15 (1 year 52 weeks)

PSC Mod#1 Amount: \$800,000 PSC Mod#1 Duration: 07/01/15-12/31/17 (2 years 26 weeks)

PSC Cumulative Amount Proposed: \$2,000,000 PSC Cumulative Duration Proposed: 4 years 26 weeks

#### 1. Description of Work

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

Perform physical fitness evaluations on uniformed Fire Department personnel, including coronary risk factor evaluations, cardiovascular examinations, and laboratory testing.

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

This service is necessary to ensure that all uniformed employees are healthy and fit, so that they can safely perform the duties and responsibilities of their positions.

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 California Pacific Medical Center

D. Will the contract(s) be renewed?

Yes, for an additional two years.

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

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

A. Display all that apply

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

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

Explain the qualifying circumstances:

The need for medical evaluations occur intermittently associated with pre-employment physicals, promotive medical examinations, return-to-work examinations and fitness examinations. The Department would utilize San Francisco General Hospital if they are amenable and would acquire the necessary additional staff, equipment and facility to absorb the extra workload of this service.

B. Reason for the request for modification:

The Department requests an additional \$800,000 to the original \$1.2M contract and an additional two years to the original two-year duration. This would allow the Department to continue entry-level, promotive and other medical examinations necessary for uniformed selection processes and fitness for duty instances.

#### 3. <u>Description of Required Skills/Expertise</u>

A. Specify required skills and/or expertise: The practitioner must be certified and trained in cardiology and occupational health.

- B. Which, if any, civil service class(es) normally perform(s) this work? 2230, Physician Specialist; 2232, Senior Physician Specialist; 2233, Supervising Physician Spec; 2320, Registered Nurse; 2328, Nurse Practitioner;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Contractor will provide pulmonary function machines, 12-lead EKGs, treadmills and full clinical laboratory capabilities.

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

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 in the medical field, the City does not require that eligibles be dually trained and certified in cardiology and occupational health, which are required for this service.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: Classes already exist in the medical field, but this service requires a dedicated practitioner with the right expertise and unrestricted access to testing equipment and laboratory facilities.

#### 6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation. No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not. No training will be provided.
- C. Are there legal mandates requiring the use of contractual services?
- 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.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.

California Pacific Medical Center will continue to provide this.

7. <u>Union Notification</u>: On <u>05/28/15</u>, the Department notified the following employee organizations of this PSC/RFP request:

SEIU, Local 1021 (Staff Nurse & Per Diem Nurse); Physicians and Dentists - 8CC;

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

Name: <u>Jesusa Bushong</u> Phone: <u>4155583615</u> Email: <u>jesusa.bushong@sfgov.org</u>

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

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#### FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC#<u>42142 - 12/13</u>

DHR Analysis/Recommendation: Commission Approval Required

09/21/2015

Approved by Civil Service Commission

09/21/2015 DHR Approved for 09/21/2015

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

Department: MAYOR N	<u>/1YR</u>			Dept. 0	Code: <u>MYR</u>
Type of Request:	☑Initial	☐ Modification of	f an existing PS	C (PSC #	)
Type of Approval:	□Expedited	☑Regular	□Annual	☐ Continuing	☐ (Omit Posting)
Type of Service: Graphic	<u>Design, Strategic</u>	Planning and Progr	ram Evaluation	<u>l</u>	i ostiligj
Funding Source: <u>Federal</u> PSC Amount: <u>\$5,000,00</u>		PSC Est. Start Date:	01/02/2023	PSC Est. End Da 12/31/2028	te
<ol> <li>Description of Work         A. Scope of Work/Serv             Strategic Planning - Str             other data collection t             execution, data, policy     </li> </ol>	rategic planning a ool development,	nd community eng communications a	ind outreach st	trategy developm	
Program Evaluation – divisional evaluation pand structure; 2) comprogress system; and 3	olans aimed at asse munity-informed i	essing and further on dicators; 2) a dep	developing 1) a artment-wide	an evaluation fran	nework,
Graphic Design/Editing and its grantees.	g – Graphic design	n/editing on plans,	reports, and pi	esentations for N	лонсd
B. Explain why this services to communications and communications and comproperly informed by a Evaluation — Program of the Strategies of the service for the	is imperative that to ensure its investific expertise on subutreach strategy outreach strategy or this project woul a representative a	the department pr tments and service urvey and other da development and e ld mean that MOH nd inclusive set of	ovide strategions delivery strate to collection to execution is no CD's strategic prommunity state to community state state to community state stat	egies are meeting ool development a ot held by current olanning processe akeholders. Progr	the needs and staff, and es are not am

program improvement and provide a framework for the implementation of the 5-year strategic plan.

from 5-year strategic planning process, will close the gaps in knowledge, better inform policy,

the department seeks a deeper understanding of the impact of MOHCD-funded program through existing data management systems. A fully developed program evaluation plan, informed by findings

Graphic Designer/Editing - MOHCD final reports, plans and presentations are required for compliance purposes and for effective communication purposes. Graphic design and editing of these reports, plans and presentations require a significant amount of time and skills that are not maintained by City employees. Graphic designer/editor will extend the capacity of MOHCD staff to focus on other crucial aspects of the research and reporting processes.

- 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.

  Specific expertise in graphic design, strategic planning, and program evaluation is not held by current staff in this capacity and has not been provided in the past. Strategic planning services were previously approved by the Civil Service Commission under PSC# 42827-17/18.
- D. Will the contract(s) be renewed?

  Contract renewal will be based on a system needs review during the final contract year.
- 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:

Strategic planning - It is imperative that the department provide strategic planning and community engagement services to ensure its investments and service delivery strategies are meeting the needs of city residents. Specific expertise on survey and other data collection tool development and communications and outreach strategy development and execution is not held by current staff, and so denial of service for this project would mean that MOHCD's strategic planning processes are not properly informed by a representative and inclusive set of community stakeholders. Program Evaluation – Program evaluation is critical for data-driven decision making and storytelling. Currently, the department seeks a deeper understanding of the impact of MOHCD-funded program through existing data management systems. A fully developed program evaluation plan, informed by findings from 5-year strategic planning process, will close the gaps in knowledge, better inform policy, program improvement and provide a framework for the implementation of the 5-year strategic plan. Graphic Designer/Editing - MOHCD final reports require a significant amount of time and skills that are not maintained by City employees. Editor will extend the capacity of MOHCD staff to focus on other crucial aspects of the research and reporting processes.

#### 3. <u>Description of Required Skills/Expertise</u>

A. Specify required skills and/or expertise: Strategic Planning - A qualified consultant must have several years of experience providing strategic planning and community engagement services, including experience working with government staff, community-based organizations and the general public. This will include expertise in survey and other data collection tool development, communications and outreach strategy development and execution, data, policy and research analysis, and report writing and compilation. Program Evaluation – A qualified consultant must have several years of experience working with governments and non-profits in facilitating the

development of an evaluation framework and revising department workplans and indicators, informed by a strategic planning process. Graphic Design/Editing - A qualified consultant must have several experiences working with governments and non-profits in copy-editing, graphic design and presentation templates. Consultant responsibilities include developing style guides to govern how content creation, and arranging page layouts to include written content as well as elements like photos, maps, or other data representation. Consultant will collaborate with MOHCD to define content needs and create a project timeline, fact-check all content in collaboration with MOHCD, check content against a style guide, (e.g. AP Style or Chicago Style), and help make design choices (e.g., fonts and colors) for all content MOHCD uses.

- 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. <u>If applicable, what efforts has the department made to obtain these services through available resources within the City?</u>

Not Applicable

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

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

  Strategic Planning We currently do not have civil service classes with this specific skill set.

  Program Evaluation We currently do not have civil service classes with this specific skill set.

  Graphic Design/Editing We currently do not have civil service classes with this specific skill set.
- 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. Strategic Planning No, the contractor will help the department with its strategic planning and community engagement needs, but over time, the demand for this level of technical assistance will fluctuate. As such, this skill set is not needed on a consistent or long-term basis as a Civil Service position. Program Evaluation No, the contractor will help the department with the development of a program evaluation framework and plan. Over time, the demand for this level of technical assistance will decrease and staff will lead the on-going monitoring and reporting of the evaluation plan. Consultant skill set is not needed on a consistent or long-term basis as a Civil Service position. Graphic Design No, the contractor will help the department with special projects. Over time, consultant skill set will not be 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. No, training hours will be provided to employees.
- C. Are there legal mandates requiring the use of contractual services? No.

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

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

  No.
- 7. <u>Union Notification</u>: On <u>10/24/2022</u>, the Department notified the following employee organizations of this PSC/RFP request: <u>all unions were notified</u>

☑ 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# 36795 - 22/23
DHR Analysis/Recommendation:
Commission Approval Required
DHR Approved for 01/25/2023

Civil Service Commission Action:

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

#### Henderson, Karen (MYR)

From: Sent:

To:

dhr-psccoordinator@sfgov.org on behalf of karen.henderson@sfgov.org Monday, October 24, 2022 12:10 PM

Henderson, Karen (MYR); pkim@ifpte21.org; Najuawanda Daniels; Pierre King - UAPD; president@sanfranciscodsa.com; max.porter@seiu1021.org; kennethlomba@gmail.com; snaranjo@cirseiu.org; mdennis@twusf.org; roger marenco; pwilson@twusf.org; cmoyer@nccrc.org; Frigault, Noah (HRC); sfdpoa@icloud.com; mjayne@iam1414.org; Emanuel, Rachel (DEM); laborers261@gmail.com; Laxamana, Junko (DBI); jennifer.esteen@seiu1021.org; emathurin@cirseiu.org; abush@cirseiu.org; sbabaria@cirseiu.org; anthony@dc16.us; mlobre@sfpoa.org; @sfpoa.org; tracym@sfpoa.org; mleach; rooferslocal40@gmail.com; sal@local16.org; Criss@sfmea.com; Julie.Meyers@sfgov.org; Stan Eichenberger; Jason Klumb; camaguey@sfmea.com (contact); ablood@cirseiu.org; kcartermartinez@cirseiu.org; ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; sarah.wilson@seiu1021.org; kschumacher@ifpte21.org; kpage@ifpte21.org; tjenkins@uapd.com; eerbach@ifpte21.org; tmathews@ifpte21.org; amakayan@ifpte21.org; jb@local16.org; Ricardo.lopez@sfgov.org; Kbasconcillo@sfwater.org; Sandeep.lal@seiu1021.me; pcamarillo\_seiu@sbcglobal.net; MRainsford@local39.org; Wendy Frigillana; 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; Ramon Hernandez; ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org; xiumin.li@seiu1021.org; Sin.Yee.Poon@sfqov.org; smcqarry@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; bart@dc16.us; david.canham@seiu1021.org; jtanner940@aol.com; oashworth@ibew6.org; l21pscreview@ifpte21.org; laborers261@gmail.com; local200twu@sbcglobal.net; speedy4864@aol.com; christina@sfmea.com; ecdemvoter@aol.com; Thomas Vitale; Henderson, Karen (MYR); DHR-PSCCoordinator, DHR (HRD)

**Subject:** 

RECEIPT for Union Notification for PSC 36795 - 22/23 more than \$100k

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

36795 - 22/23 for \$5,000,000 for Initial Request services for the period 01/02/2023 – 12/31/2029. 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/19312 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

Receipt of Notice for new PCS over \$100K PSC # 36795 - 22/23

## Additional Attachment(s)

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

Department: MAYOR			Dept. Code: MYR					
Type of Request:	$\square$ Initial	☑Modification	☑Modification of an existing PSC (PSC # 42827 - 17/18)					
Type of Approval:	□Expedited	<b>☑</b> Regular	□Annual	$\square$ Continuing	☐ (Omit Posting)			
Type of Service:	Strategic Plann	ing and Commur	nity Engagement					
Funding Source:	City General Fu	ınd and Federal I	<u>Funds</u>					
PSC Original Approved Amount: \$1,000,000 PSC Original Approved Duration: 10/01/17 - 09/30/22 (5 y								
PSC Mod#1 Amo	unt: <u>\$100,000</u>		PSC Mod#1 Duration: <u>10/01/22-12/31/24 (2 years 13 weeks)</u>					
PSC Cumulative Amount Proposed: \$1,100,000 PSC Cumulative Duration Proposed: 7 years 13 weeks					d: 7 years 13 weeks			

#### 1. Description of Work

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

The qualified firm will provide strategic planning and community engagement services, including survey and other data collection tool development, communications and outreach strategy development and execution, data, policy and research analysis, and report writing and compilation.

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

It is imperative that the department provide strategic planning and community engagement services to ensure its investments and service delivery strategies are meeting the needs of city residents. Specific expertise on survey and other data collection tool development and communications and outreach strategy development and execution is not held by current staff, and so denial of service for this project would mean that the Mayor's Office of Housing and Community Development(MOHCD)strategic planning processes are not properly informed by a representative and inclusive set of community stakeholders.

- 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:

#### 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:

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. These services will be engaged on an as-needed, project basis, and will require expertise in specific, federally-mandated planning processes.

B. Reason for the request for modification:

It is imperative that the department provide strategic planning and community engagement services to ensure its investments and service delivery strategies are meeting the needs of city residents. Specific

expertise on survey and other data collection tool development and communications and outreach strategy development and execution is not held by current staff, and so denial of service for this project would mean that MOHCD's strategic planning processes are not properly informed by a representative and inclusive set of community stakeholders. The PSC duration is being extended for additional 50% of the duration and amount of the original request.

#### 3. <u>Description of Required Skills/Expertise</u>

- A. Specify required skills and/or expertise: A qualified consultant must have several years of experience providing strategic planning and community engagement services, including experience working with government staff, community-based organizations and the general public. This will include expertise in survey and other data collection tool development, communications and outreach strategy development and execution, data, policy and research analysis, and report writing and compilation.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1033, IS Trainer-Senior; 1053, IS Business Analyst-Senior; 1054, IS Business Analyst-Principal; 1063, IS Programmer Analyst-Senior; 1064, IS Prg Analyst-Principal; 1070, IS Project Director;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No

### 4. <u>If applicable, what efforts has the department made to obtain these services through available resources</u> 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.

  This is a very specialized set of skills and expertise not currently 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. The contractor will help the department with its strategic planning and community engagement needs, but over time, the demand for this level of technical assistance will fluctuate. As such, 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 training
- C. Are there legal mandates requiring the use of contractual services?
- D. Are there federal or state grant requirements regarding the use of contractual services? 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.

**7.** <u>Union Notification</u>: On <u>07/06/22</u>, the Department notified the following employee organizations of this PSC/RFP request:

Architect & Engineers, Local 21;

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

Name: <u>Karen Henderson</u> Phone: <u>701-5557</u> Email: <u>karen.henderson@sfgov.org</u>

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

#### FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 42827 - 17/18

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 07/14/2022

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

De	epartment: <u>MAYOR MYF</u>	<u>R</u>			Dept. C	Code: <u>MYR</u>
7	Type of Request:	☑Initial	$\square$ Modification of	an existing PS	C (PSC #	)
T	Type of Approval:	□Expedited	<b>☑</b> Regular	□Annual	$\Box$ Continuing	☐ (Omit Posting)
T	Type of Service: Strategic P	lanning and Co	mmunity Engagem	<u>ent</u>		Posting)
	Funding Source: <u>City Gener</u> PSC Amount: <u>\$1,000,000</u>	ral Fund and Fe	<u>deral Funds</u> PSC Est. Start Date:	10/01/2017	PSC Est. End Date 09/30/2022	te
	A. Scope of Work/Service The qualified firm will prosurvey and other data condevelopment and execut  B. Explain why this service It is imperative that the contone its investments Specific expertise on survive outreach strategy development (MOHCD) strand inclusive set of common contone its service been previous PSC, attached Specific expertise on and outreach strategy provided in the past.	ovide strategic of lection tool de ion, data, policing e is necessary a department proses and service de vey and other department and execthat the Mayor crategic planning munity stakeholorovided in the copy of the mosurvey and oth	planning and commercelopment, commercelopment, commercelopment, commercelopment and the consequence or strategic plans and the collection tool occution is not held be soft of Housing processes are not liders.  past? If so, how? If st recently approve er data collection to the colle	unications and lysis, and report ce of denial: ning and comme meeting the development aby current staff, and Communit properly informed PSC.	outreach strategret writing and cornunity engageme needs of city resigned communication, and so denial of hity remed by a representant and communications.	y mpilation. nt services dents. ons and service for entative er a
	D. Will the contract(s) be Yes	renewed?				
	E. If this is a request for a existing PSC by anoth not applicable		•	r if your reque	st is to extend (m	odify) an
2.	Reason(s) for the Request A. Indicate all that apply		d attach any relevai	nt supporting c	locuments):	
	✓ Short-term or canital n	rojects requirir	ng diverse skills evr	pertise and/or	knowledge	

#### B. Explain the qualifying circumstances:

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. These services will be engaged on an as-needed, project basis, and will require expertise in specific, federally-mandated planning processes.

#### 3. <u>Description of Required Skills/Expertise</u>

- A. Specify required skills and/or expertise: A qualified consultant must have several years of experience providing strategic planning and community engagement services, including experience working with government staff, community-based organizations and the general public. This will include expertise in survey and other data collection tool development, communications and outreach strategy development and execution, data, policy and research analysis, and report writing and compilation.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1033, IS Trainer-Senior; 1053, IS Business Analyst-Senior; 1054, IS Business Analyst-Principal; 1063, IS Programmer Analyst-Senior; 1064, IS Prg Analyst-Principal; 1070, IS Project Director;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No

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

These services are largely to fulfill federally-mandated planning processes, for which consultants should have specific expertise. For new planning requirements, such as the Assessment of Fair Housing (AFH), this expertise does not exist within the City.

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

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

  This is a very specialized set of skills and expertise not currently 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. The contractor will help the department with its strategic planning and community engagement needs, but over time, the demand for this level of technical assistance will fluctuate. As such, 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. No training is necessary. Qualifying firms will provide services that do not require the training of City staff.

- C. Are there legal mandates requiring the use of contractual services? No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement. No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action. 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. <u>Union Notification</u>: On <u>10/23/2017</u>, the Department notified the following employee organizations of this PSC/RFP request:

  Architect & Engineers, Local 21

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

Name: Karen Henderson Phone: 701-5557 Email: karen.henderson@sfgov.org

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

#### FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 42827 - 17/18

DHR Analysis/Recommendation: Commission Approval Required 01/22/2018 DHR Approved for 01/22/2018

action date: 01/22/2018
Approved by Civil Service Commission

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

Department: MUNICIPAL 1	<u> [RANSPORTATIO</u>	ON AGENCY	MTA	Dept. 0	Code: <u>MTA</u>	
Type of Request:	☑Initial	□Modificat	ion of an existi	ng PSC (PSC #	)	
Type of Approval:	□Expedited	<b>☑</b> Regular	$\square$ Annual	☐ Continuing	☐ (Omit Posting)	
Type of Service: Recruit lo	ocal residents to	<u>o Bayview Shu</u>	ttle workforce	training program		
Funding Source: Grant Sta	<u>ite</u>		PSC	Duration: <u>3 year</u>	rs 30 weeks	
PSC Amount: <u>\$128,100</u>						
1. <u>Description of Work</u> A. Scope of Work/Services to be Contracted Out: Young Community Developers (YCD) was approved as part of our application to the California Air Resources Board (CARB) to provide work as part of the state-funded Bayview Community Shuttle Project.						
The scope of work for Y	CD includes:					
<ul> <li>Conduct engagement recruit participants for Community Shuttle</li> </ul>	•					
<ul> <li>Provide quarterly rep</li> </ul>	orts on staff act	tivities and ou	tcomes for rec	ruited workforce t	raining	

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

A large focus of the grant was to have collaborative relationships with community members and the grant sought to partner with local community-based organizations (CBO) to address community needs and to promote the Project as a way of improving the mobility needs of the neighborhood. If denied the listed work in the description, San Francisco Municipal Transportation Agency (SFMTA) staff will need to take on the work (which will require consultation with the grantor as this may not meet the terms of the grant) which will be difficult as we do not have the established relationships that the contractor has due to their deep ties within the community. The contractor is trusted among community members to perform the listed work and community members prefer working with them on these services based on previous histories rather than directly with City staff. If the grantor denies the replacement of the contractor with City staff we are at risk of losing grant funds.

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

  Not provided in the past.
- D. Will the contract(s) be renewed?

No

participants

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

#### B. Explain the qualifying circumstances:

The services are needed for only the duration of this grant (runs through March 2026 with 3 months of additional close out through June 2026). The project grant lists YCD to perform the listed work.

#### 3. <u>Description of Required Skills/Expertise</u>

- A. Specify required skills and/or expertise: Understanding the needs of community residents and partners through established relationships and knowing how to address and adapt to the needs of the identified population.
- 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: N/A

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

N/A – grant encourages partnerships with local CBOs to provide targeted recruitment and services that address neighborhood needs.

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

- A. Explain why civil service classes are not applicable. YCD is listed in the grant to provide these services.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, the grant identifies YCD to provide this work

#### 6. Additional Information

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

No.

- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
  - No. The contractor is not training CCSF (City and County of San Francisco) employees nor will there be knowledge transfer to CCSF employees. The Contractor is training recruited residents of the Bayview who will then be referred to 3rd parties for hire. These hired employees will not be CCSF employees.
- C. Are there legal mandates requiring the use of contractual services? Yes. YCD was listed in the grant to provide these services.
- 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. <u>Union Notification</u>: On <u>10/04/2022</u>, the Department notified the following employee organizations of this PSC/RFP request: all unions were notified

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

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 43437 - 22/23

DHR Analysis/Recommendation: Commission Approval Required DHR Approved for 01/25/2023

Civil Service Commission Action:

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

#### Nuque, Amy

From: dhr-psccoordinator@sfgov.org on behalf of amy.nuque@sfmta.com

Sent: Tuesday, October 4, 2022 8:59 PM

**To:** Nuque, Amy; najuawanda.daniels@seiu1021.org; pking@uapd.com; president@sanfranciscodsa.com; max.porter@seiu1021.org; kennethlomba@gmail.com; snaranjo@cirseiu.org; Michael Dennis; roger

marenco; Pete Wilson - Union 250A VP; cmoyer@nccrc.org; noah.frigault@sfgov.org;

sfdpoa@icloud.com; Mjayne@iam1414.org; Emanuel, Rachel (DEM); laborers261@gmail.com;

junko.laxamana@sfgov.org; jennifer.esteen@seiu1021.org; emathurin@cirseiu.org;

abush@cirseiu.org; sbabaria@cirseiu.org; anthony@dc16.us; mlobre@sfpoa.org; @sfpoa.org;

tracym@sfpoa.org; mleach@ibt856.org; rooferslocal40@gmail.com; sal@local16.org;

Criss@sfmea.com; Julie.Meyers@sfgov.org; seichenberger@local39.org; jason.klumb@seiu1021.org; Camaguey@sfmea.com; ablood@cirseiu.org; kcartermartinez@cirseiu.org; ecassidy@ifpte21.com;

WendyWong26@yahoo.com; wendywong26@yahoo.com; sarah.wilson@seiu1021.org; kschumacher@ifpte21.org; kpage@ifpte21.org; tjenkins@uapd.com; eerbach@ifpte21.org; tmathews@ifpte21.org; amakayan@ifpte21.org; jb@local16.org; Ricardo.lopez@sfgov.org; Basconcillo, Katherine (PUC); Sandeep.lal@seiu1021.me; pcamarillo seiu@sbcglobal.net;

MRainsford@local39.org; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org;

pkim@ifpte21.org; agonzalez@iam1414.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; gail@sffdlocal798.org; cityworker@sfcwu.org;

davidmkersten@gmail.com; djohnson@opcmialocal300.org; ramonliuna261@gmail.com;

ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org;

xiumin.li@seiu1021.org; Sin.Yee.Poon@sfgov.org; smcgarry@nccrc.org; rmitchell@twusf.org; grojo@local39.org; jduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org; L21PSCReview@ifpte21.org; sfsmsa@gmail.com; bart@dc16.us; david.canham@seiu1021.org; jtanner940@aol.com; Osha Ashworth; L21PSCReview@ifpte21.org; laborers261@gmail.com;

local200twu; speedy4864@aol.com; Christina@sfmea.com; ecdemvoter@aol.com;

thomas.vitale@seiu1021.org; Nuque, Amy; dhr-psccoordinator@sfgov.org

**Subject:** Receipt of Notice for new PCS over \$100K PSC # 43437 - 22/23

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

RECEIPT for Union Notification for PSC 43437 - 22/23 more than \$100k

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a request for a Personal Services Contract (PSC) 43437 - 22/23 for \$128,100 for Initial Request services for the period 12/01/2022 – 06/30/2026. Notification of 30 days (60

days for SEIU) is required.

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

http://apps.sfgov.org/dhrdrupal/node/19259 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)

# Scope and Budget for Young Community Developers as part of the Bayview Community Shuttle Project

#### General

The Bayview Community Shuttle Project is a pilot funded by the California Air Resources Board (CARB) through their Sustainable Transportation Equity Project (STEP) Program to provide an ondemand shuttle service program for the Bayview-Hunters Point Community. The program seeks to respond to the following community needs identified in the Bayview Community Based Transportation Plan (adopted in 2020):

- Bring a Community Shuttle Program back to Bayview-Hunters Point
- Connect residents to regional transit, jobs, and other critical destinations
- Create sustainable jobs in Bayview-Hunters Point
- Improve mobility options, especially for low-income residents, youth and seniors
- Community decision-making & Community Control

The overarching purpose of the STEP Program is to increase transportation equity in disadvantaged and low-income communities throughout the State. Young Community Developers (YCD), a community-based organization, is identified in the CARB grant proposal to participate in the Shuttle Project Committee and to conduct community outreach & engagement as part of the Bayview Community Shuttle Project.

The Contractor listed in this scope of work will be sole-source contracted by the SFMTA. Contractor will submit invoices for payment on a milestone basis rather than time & materials.

For all deliverables listing comments provided by the contractor, comments shall be submitted within 5 business days of materials circulated by the SFMTA unless a different review period is mutually agreed upon.

Total Contract value: \$128,100

#### Task 1 – Proposal Administration - \$6,000

#### Project Kick-Off Meeting

The Contractor will attend a project kick-off meeting organized and led by SFMTA staff. This meeting will include all contractors, relevant SFMTA division representation, relevant City agency representation, and a CARB representative. The agenda will include, but not be limited to:

- Project Tasks, Timelines, and Milestones
- Collaborative process for updating and finalizing the Partnership Agreement (attached)
- Project design and community engagement, outreach, and education activities
- Content and format of quarterly reports and final reports
- Schedule for ongoing coordination meetings
- Participant surveys and reporting
- Other items, as necessary

#### Invoicing

Contractor will submit quarterly invoices to the SFMTA Program Manager, listing deliverables and corresponding fees on a milestone basis.

#### Reporting

Contractor will submit quarterly reports on project activities to the SFMTA Program Manager.

Deliverable 1a - Attendance at Project Kick-Off Meeting

<u>Deliverable 1b</u> - Comments and approval of final Partnership Agreement

<u>Deliverable 1c</u> – Submit quarterly invoices

<u>Deliverable 1d</u> – Submit quarterly progress reports

#### Task 4 – Community Shuttle Workforce Development - \$122,100

The Bayview Community Shuttle's Workforce Development Program will recruit, train and hire local Bayview residents as drivers. Positions hired by the shuttle contractor through this program will be guaranteed equivalent wages and benefits to Teamster 665 Local positions Program graduates will be referred into the OEWD CityDrive program to earn a Class B permit and gain entry to the Muni operator employment pool. Residents enrolled in the program, but not able to complete the training or gain referral to the Class B permit program will be integrated into other ongoing workforce opportunities run through A. Philip Randolph Institute and Young Community Developers. This may include training and hiring for other positions within the Community Shuttle program.

#### 4.2 Recruit local residents of Bayview-Hunters Point (\$122,100)

Contractor to recruit local residents of Bayview-Hunters Point to be employed as drivers for the Bayview Community Shuttle. Recruited participants will be referred to a training program provided by a separate sub-grantee. The goal is to recruit approximately 60 participants collectively by all sub-grantee partners into the training program.

The Contractor will conduct deep engagement and promotion specifically to ensure this transportation career pathway is available to low-income, youth, and other vulnerable residents. Special emphasis will be placed on job placement & recruiting with youth and HOPESF affordable housing site residents. Contractor to work with other sub-grantees to use their communication networks with Bayview-Hunters Point to publicize the availability of the workforce development program to recruit participants. Networks include, but are not limited to, Black led organizations, local newspapers, community leaders, churches, and community stakeholders. Planned outreach and education will be evaluated based on the number of residents reached and the number of residents enrolled in the program. The program will also track barriers to enrollment among target communities and seek methods to overcome those barriers. Methods include hands-on skills training, supportive services for participants, access to mentorship services, Vocational English as a Second Language (VOSL) classes offered through City College of San Francisco, tutoring, and job-readiness training. Outreach and enrollment will also

seek to track demographic information to better evaluate how well hard-to-reach populations are being reached.

<u>Deliverable 4.2a</u> – Quarterly Program Enrollment Lists

<u>Deliverable 4.2b</u> – Quarterly Report on Staff Activities, Outcomes for Program Members

#### **GRANT AGREEMENT COVER SHEET**

	GRANT NUMBER STEP-IG-04
NAME OF GRANT PROGRAM	
Sustainable Transportation and Communities Division	
GRANTEE NAME	
San Francisco Municipal Transportation Agency	
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER	TOTAL GRANT AMOUNT NOT TO EXCEED
94-6000417	\$1,940,936.00
START DATE: 8/11/2022	END DATE: 3/31/2026

This legally binding Grant Agreement, including this cover sheet and Exhibits attached hereto and incorporated by reference herein, is made and executed between the State of California, California Air Resources Board (CARB) and San Francisco Municipal Transportation Agency (the "Grantee").

Exhibit A - Grant Provisions

Exhibit B – Work Statement

Exhibit B, Attachment 1 – Budget Summary

Exhibit B, Attachment 2 – Task Summary and Details

Exhibit B, Attachment 3 - Task and Disbursement Schedule

Exhibit B, Attachment 4 - Key Project Personnel

Exhibit C - Grantee Proposal Package

Exhibit D - Grant Solicitation Package

Exhibit E - Payee Data Record

This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until it receives written approval from CARB.

The undersigned certifies under penalty of perjury that they are duly authorized to bind the parties to this Grant Agreement.

STATE AGENC	Y NAME		GRANTEE'S NAM	ME (PRINT OR TYPE	≣)			
California Air Resources Board			San Francisco Municipal Transportation Agency					
SIGNATURE OF ARB'S AUTHORIZED SIGNATORY:			SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION)					
TITLE		TITLE DATE				DATE		
STATE AGENC	Y ADDRESS		GRANTEE'S ADI	DRESS (INCLUDE S	TREET, CITY, STATE AND Z	ZIP CODE	≣)	
1001 I Str	reet, Sacramento, CA 95814		One South	Van Ness,	San Francisco, Ca	aliforn	ia 94103	
	CERTIFICATION OF FUNDING							
AMOUNT ENCU	MBERED BY THIS AGREEMENT	PROGRAM	PROJECT ACTIVITY					
\$1,940,93	6.00	350000	00L15 3900CLEAN 3228CLEAN21			N21		
PRIOR AMOUN	FENCUMBERED FOR THIS AGREEMENT	FUND TITLE		•				FUND NO.
\$0.00			Greenhouse Gas Reduction Fund 3228					3228
TOTAL AMOUN	T ENCUMBERED TO DATE	(OPTIONAL USE)	IONAL USE)				CHAPTER	STATUTE
\$1,940,93	6.00						69	2021 SB129
APPR REF 101	ACCOUNT/ALT ACCOUNT 5432000		REPORTING STRUCTURE SERVICE LOCATION 50013				FISCAL YEAR (EN 202	•
I hereby cert	I hereby certify that the California Air Resources Board Legal Office has reviewed this Grant Agreement.							
SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD LEGAL OFFICE:					DATE 8-9-	-22		

## **Grant Agreement**

Our Community, Our Shuttle: Bayview-Hunters Point Equitable Mobility San Francisco Municipal Transportation Agency

> Sustainable Transportation and Communities Division California Air Resources Board August 2022

> > Grant Number: STEP-IG-04





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**EXHIBIT A** 

**Grant Agreement: STEP-IG-04** 

#### **GRANT PROVISIONS**

#### A. AGREEMENT

This Grant is from the California Air Resources Board (hereinafter referred to as CARB or the Board) to the City and County of San Francisco, by and through its Municipal Transportation Agency (hereinafter referred to as the Grantee).

The parties agree to comply with the requirements and conditions herein as well as all commitments identified in the Work Statement (Exhibit B), Grantee Proposal Package (Exhibit C), and the Fiscal Year (FY) 2019-20 Grant Solicitation for the Sustainable Transportation Equity Project (STEP) (Exhibit D).

#### **B. GRANT ACKNOWLEDGEMENT**

Where applicable, the Grantee agrees to acknowledge the California Climate Investments program and CARB as a funding source for STEP, as outlined in the California Climate Investments Messaging and Communications Guide. Below are specific requirements for acknowledgement.

The Grantee agrees to acknowledge the California Climate Investments program from CARB's Low Carbon Transportation program whenever projects funded, in whole or in part by this Agreement, are publicized in any news media, websites, brochures, publications, audiovisuals, or other types of promotional material. The acknowledgement must read as follows: 'This publication (or project) was supported by the "California Climate Investments" program.' Guidelines for the usage of the California Climate Investments logo can be found at <a href="http://www.caclimateinvestments.ca.gov/logo-graphics-request">http://www.caclimateinvestments.ca.gov/logo-graphics-request</a>.

The California Climate Investments logo and name serves to bring under a single brand the many investments whose funding comes from the Greenhouse Gas Reduction Fund (GGRF). The logo represents a consolidated and coordinated initiative by the State to address climate change by reducing greenhouse gases, while also investing in disadvantaged communities and achieving many other cobenefits.

<sup>&</sup>lt;sup>1</sup> California Climate Investments Communications Guide <a href="http://www.caclimateinvestments.ca.gov/logo-graphics-request">http://www.caclimateinvestments.ca.gov/logo-graphics-request</a>



The Grantee agrees to acknowledge CARB as a funding source for STEP when publicized in any news media, websites, applications, brochures, publications, audiovisuals, or other types of promotional material. The Grantee agrees to adhere to the Board's logo usage requirements in a manner directed by CARB. CARB logos shall be provided to the Grantee by CARB Project Liaison.



The CARB logo is a visual representation of our air environment. The arcs represent: the different elements that make up the air we breathe, the protection of our atmosphere and the efforts we take to protect the health of Californians, the collaboration of multiple stakeholders all moving in the same direction together, and innovation with the arcs all growing and changing.



Finally, when preparing flyers, brochures, or other handout material that will be used to promote STEP as one of CARB's Low Carbon Transportation Investment projects, the Grantee will incorporate Moving California typeset and branding, as appropriate. Moving California is the branding of CARB's suite of Low Carbon Transportation Investment projects, including both light- and heavy-duty projects. The Moving California typeset is displayed above and branding materials will be provided by the CARB Project Liaison.

#### C. GRANT SUMMARY AND AMENDMENTS

Project Title: Our Community, Our Shuttle: Bayview-Hunters Point Equitable

Mobility

Authorized Official: Joel Goldberg Title: Grants Procurement Manager **Total Grant Amount: \$1,940,936.00** 

Total Resource Contribution: \$3,477,200.00

#### D. GRANT PARTIES AND CONTACT INFORMATION

1. The CARB Project Liaison is Bree Swenson. Correspondence regarding this project shall be directed to:

Bree Swenson
Sustainable Transportation and Communities Division
California Air Resources Board
1001 | Street
Sacramento, California 95814

Phone: (916) 440-8284

Email: <u>breanna.swenson@arb.ca.gov</u>

2. The Grantee Liaison is Christopher Kidd. Correspondence regarding this project shall be directed to:

Christopher Kidd
Transportation Planner
San Francisco Municipal Transportation Agency
One South Van Ness
San Francisco, California 94103

Phone: (415) 646-2852

Email: <u>christopher.kidd@sfmta.com</u>

3. If the CARB Project Liaison identified above changes, CARB will notify the Grantee Liaison of said change and provide the new contact information. If the Grantee Liaison identified above changes, the Grantee will notify the CARB Project Liaison of said change and provide the new contact information.

#### E. TIME PERIOD

- 1. Performance of work or other expenses billable to CARB under this Grant may commence after full execution of this Grant by parties provided all required proofs of insurance has been provided for each applicable task before it is performed. Performance on this Grant ends once the Grantee has submitted and CARB approves the final report or if this Grant is terminated, whichever is earlier.
- 2. Upon completion of the project, the Grantee shall submit a draft final report to the CARB Project Liaison no later than **December 31, 2025.**
- 3. Final request for payment and Final Report shall be received by CARB no later than March 31, 2026.
- 4. The CARB Executive Officer retains the authority to terminate, or reduce the grant amount of, this Grant Agreement for nonperformance. In the event of

- such termination or reduction of the grant amount, Section G.6, Termination and Suspension of Payments, of this Grant Agreement shall apply.
- 5. This Grant Agreement, upon written authorization of a CARB authorized representative, may be extended or amended, with or without cause, and solely within the discretion of CARB. Any such amendment or extension shall not take effect until memorialized in writing and fully executed by authorized representatives of both Parties.

## F. DUTIES AND REQUIREMENTS

This section defines the respective duties and requirements of CARB and the Grantee in implementing the Grant.

#### 1. CARB's Role

CARB is responsible for the following:

- a. Participating in regular meetings with the Grantee to discuss program refinements and guide program implementation
- b. Reviewing and approving all Grant Disbursement Request Forms (MSCD/ISB-90) and distributing grant funds to the Grantee
- c. Reviewing and approving community engagement, outreach, and education materials provided by the Grantee, such as outreach and education materials, webpages, initial participant surveys, quarterly reports, and the final report
- d. Reviewing and approving the data collection plan
- e. Providing program oversight and accountability (in conjunction with the Grantee)

#### 2. The Grantee's Tasks

The Grantee's key project personnel will administer the various tasks of the project including participation in meetings with CARB staff; development and implementation of project plans; record-keeping procedures; reporting procedures; financial tracking and disbursements; and responding to CARB and public requests in a timely manner. The Grantee's responsibilities include all project development, press events, project administration, and project reporting. Exhibit B (Work Statement) contains the budget summary, task summary and detailed task list, task and disbursement schedule, and list of key project personnel.

#### G. FISCAL ADMINISTRATION

## 1. Budget

- a. The maximum amount of this Grant is \$1,940,936.00. Under no circumstance will CARB reimburse the Grantee for more than the amount stated in the Agreement. A formal Grant Agreement amendment is required whenever there is a change to the amount of this grant.
- b. The budget for this Grant is shown in Exhibit B, Attachment I. Grant Disbursement Requests (Form MSCD/ISB-90) for funds shall not exceed the grant amount.
- c. No grant funds may be used to purchase equipment or computers that would be required to be returned to the State at the end of the grant term.
- d. Under no circumstance will CARB reimburse a Grantee for vehicles or equipment that exceeds the purchase price.
- e. Line item shifts are not anticipated in this grant. However, shifts of up to 10 percent of the grant total may be made over the life of the grant, subject to prior written approval from CARB. Line item shifts greater than 10 percent of the grant total require a formal amendment to the grant. Line item shifts may be proposed by either CARB or the Grantee and must not increase or decrease the total grant amount. All line item shifts must be approved in writing by CARB within 10 business days of approval for inclusion in the grant folder. If the grant is formally amended, all line item shifts must be included in the amendment.
- f. Funds not liquidated by May 31, 2026 must be returned by **June 30, 2026**. Expenditure of funds granted may not be reduced due to any loss incurred in an insured bank or investment account.

# 2. Pilot Project Eligible Costs

Allowable expenditures for costs associated with the grant are defined in Appendix E of the Grant Solicitation.

#### 3. Resource Contributions

Resource contributions from the Grantee can be used to increase the number of vehicles or equipment funded or to increase the effectiveness and timeliness of other project elements, as directed by CARB. Resource contributions must meet the criteria specified in Appendix G of the Grant Solicitation and the additional following criteria:

- a. Documentation of resource contributions must be retained for a minimum of three years after the grant term has ended.
- b. Funds expended on resource contributions must be documented in the Final Report to CARB.

Resource contributions are further defined in Appendix G of the Grant Solicitation.

## 4. Advance Payment

Consistent with the Legislature's direction to expeditiously disburse grants, CARB in its sole discretion may provide advance payments of grant awards in a timely manner to support project initiation and implementation with a focus on mitigating the constraints of modest reserves and potential cash flow problems.

The Grantee acknowledges that CARB has finalized Advance Payment regulations effective January 1, 2021. The Grantee agrees that this Agreement and all advance payment requests will comply with these regulations, which can be found at: 17 California Code of Regulations (C.C.R.) Sections 91040-91044.

Recognizing that appropriate safeguards are needed to ensure grant monies are used responsibly, CARB has developed the grant conditions described below to establish control procedures for advance payments. CARB may provide advance payments to grantees if CARB determines all of the following:

- a. The advance payments are necessary to meet the purposes of the project.
- b. The use of the advance funds is adequately regulated by grant or budgetary controls.
- c. The request for application or the request for proposals contains the terms and conditions under which an advance payment may be received consistent with this section.
- d. The Grantee is either a small air district or the Grantee meets all of the following criteria:
  - i. Has no outstanding financial audit findings related to any of the moneys eligible for advance payment and is in good standing with the Franchise Tax Board and Internal Revenue Service.
  - ii. Agrees to revert all unused moneys to CARB if they are not liquidated within the timeline specified in the grant agreement.
  - iii. Submits a spending plan to CARB for review prior to receiving the advance payment.

- iv. The spending plan shall include project schedules, timelines, milestones, and the Grantee's fund balance for all state grant programs.
- v. CARB shall consider the available fund balance when determining the amount of the advance payment.
- vi. Reports to CARB any material changes to the spending plan within 30 days.
- vii. Agrees to not provide advance payment to any other entity.
- e. In the event of the nonperformance of the Grantee, CARB shall require the full recovery of the unspent moneys. The Grantee shall provide a money transfer confirmation within 45 days upon the receipt of a written notice from CARB.
- f. The Grantee must complete and submit to CARB for review and approval an Advance Payment Request Form along with each grant disbursement request that is requesting advance payment. The Advance Payment Request Form shall be provided by CARB to the Grantee after grant execution.
- g. The Grantee must also submit a certification to CARB pursuant to 17 C.C.R. Section 91043 for each advance payment request.
- h. CARB may provide an advance of the direct project costs of the grant, if the project has moderate reserves and potential cash flow issues. Advance payments will not exceed the Grantee's interim cash needs.
- i. The Grantee assumes legal and financial risk of the advance payment.
- j. The Grantee shall place funds advanced under this section in an interestbearing account. Grantee shall track interest accrued on the advance payment. Interest earned on the advance payment shall only be used for eligible grant-related expenses as outlined in the Grant Provisions, Exhibit A or will be returned to CARB.
- k. The Grantee shall report to CARB the value of any unused balance of the advance payment and interest earned and submit quarterly fiscal accounting reports consistent with Section I (Reporting and Documenting Expenditure of State Funds) of this grant agreement.
- I. The Grantee shall remit to CARB any unused portion of the advance payment and interest earned within 90 days following the end date of this Grant Agreement term on **March 31**, **2026** or the reversion date of the appropriation.

#### 5. Grant Disbursements

With each disbursement request, the Grantee must provide documentation as required in this section:

- a. Requests for payment shall be made with the Grant Disbursement Request Form (MSCD/ISB-90) and conform to the instructions identified in Sections G and I of this Grant Agreement. Grant payments shall be made only for reasonable costs incurred by the Grantee and only when the Grantee has submitted a Grant Disbursement Request Form; has completed tasks as stipulated in Exhibit B, Attachments II and III; the requirements specified herein, including Section F, Section G, Section H, and Section I of this Grant Agreement have been accomplished; documentation of accomplishment has been provided to CARB in the form of the Status Report; and any associated deliverables (if applicable) have been provided to CARB. CARB will have sole discretion to accelerate the timeline for allowable disbursements of funds identified in Exhibit B, Attachments II and III (with the exception of the final disbursement of funds), necessary to assure the goals of the program are met.
- b. Grant payments are subject to CARB's approval of Status Reports and any accompanying deliverables (see Sections F, G, H and I of this Grant Agreement). A payment will not be made if the CARB Project Liaison deems that a task has not been accomplished or documented; that a deliverable meeting specifications has not been provided; that claimed expenses are not documented, not valid per the budget, or not reasonable; or that the Grantee has not met other terms of the grant.
- c. Requests for project funds in advance of performing the work or incurring the cost requires an Advance Payment Request Form (see Section G.4, Advance Payment) and a detailed list of the future work the Grantee intends to fund with the disbursement. The Grantee must demonstrate in a subsequent report that the advance has been expended appropriately by supplying documents required in Section G.5, Grant Disbursements. The recipient of a CARB advance payment cannot advance pay any other entity. No further advance shall be disbursed until the Grantee is fully compliant with all terms of the grant. Failure to comply shall require the Grantee to return all amounts of the inappropriate or unapproved expenditure to CARB within 45 calendar days of written notification.
- d. The Chief of the Community Action Branch in the Sustainable Transportation and Communities Division or designee of CARB may review the CARB Project Liaison's approval or disapproval of a Grant Disbursement Request. No reimbursement will be made for expenses that, in the judgment of the Chief of the Community Action Branch, are not reasonable or do not comply

with the Grant Agreement.

- e. The Grantee shall submit the Grant Disbursement Requests to CARB Accounting Section at: <a href="mailto:accountspayable@arb.ca.gov">accountspayable@arb.ca.gov</a> with a CC to the CARB project liaison. The Grantee may submit this electronically, based on CARB's current electronic submission guidance at the time of request, or mail original copies with "wet" signatures in blue ink to CARB Accounting Section, P.O. Box 1436, Sacramento, CA 95812. Requests for payment must be made with the Grant Disbursement Request Form and contain all documentation required with the form.
- f. CARB will withhold payment of up to one (1) percent of the grant funds until completion of the Final Report, intellectual property has been relinquished to CARB in accordance with Sections I and L of these provisions, CARB has received and approved the Grantee's mechanism for receiving annual activity reports, and submission of the Final Report to CARB by the Grantee. It is the Grantee's responsibility to submit a Grant Disbursement Request for this final disbursement of funds.
- g. CARB shall disburse funds in accordance with the California Prompt Payment Act, Government Code, Section 927, et seq.
- h. The Grantee will pay out CARB funds to other Subgrantees or subcontractors on a reimbursement basis only.

## 6. Suspension of Payments and Grant Termination

- a. CARB reserves the right to issue a grant suspension order in the event that a dispute should arise. The grant suspension order will be in effect until the dispute has been resolved or the grant has been terminated. If the Grantee chooses to continue work on the project after receiving a grant suspension order, the Grantee will not be reimbursed for any expenditure incurred during the suspension in the event CARB terminates the grant. If CARB rescinds the suspension order and does not terminate the grant, CARB will reimburse the Grantee for any expenses incurred during the suspension that are reimbursable in accordance with the terms of the grant.
- b. CARB reserves the right to terminate this grant upon 30 days' written notice to the Grantee. In case of early termination, the Grantee will submit a Grant Disbursement Request, a Status Report covering activities up to, and including, the termination date and following the requirements specified herein and in Section I of these provisions. Upon receipt of the Grant Disbursement Request Form and Status Report, and when all intellectual property has been relinquished to CARB, a final payment will be made to the Grantee. This payment shall be for all CARB-approved, actually incurred

- costs that in the opinion of CARB are justified. However, the total amount paid shall not exceed the total grant amount.
- c. Upon termination, grant funds must be returned to CARB within 45 days. Funds, for the purpose of this section, includes unspent funds, funds for unapproved costs incurred, funds spent or incurred during a grant suspension order, or as outlined in other sections of this agreement.

## 7. Contingency Provision

In the event this grant is terminated for any reason, the CARB Executive Officer or designee reserves the right in his or her sole discretion to make the funds available in a manner consistent with direction provided in the FY 2021-22 Funding Plan for STEP.<sup>2</sup>

### 8. Documentation of Administration Funds

- a. Personnel documentation must make use of timesheets or other labor tracking software. Duty statements or other documentation may also be used to verify the number of staff and actual hours or percent of time staff devoted to STEP implementation and outreach.
- b. Fees for external consultants must be documented with copies of the consultant contract and invoices. All external consultant fees must be preapproved by CARB. Fees included in the budget as a part of the Grantee Proposal Package (Exhibit C) are considered pre-approved by CARB.
- c. Printing, mailing, records retention, and travel expenses must be documented with receipts or invoices.
- d. Any reimbursement for necessary supporting project costs need receipts or invoices.
- e. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those amounts set by the California Department of Human Resources (CalHR). No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from CARB. The CalHR travel and per diem reimbursement amounts may be found online at: <a href="https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx">https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx</a>. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred by the Grantee.
- f. The above documentation, records, and referenced materials must be made

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<sup>&</sup>lt;sup>2</sup> Funding Plan for Fiscal Year 2021-22 <a href="https://ww2.arb.ca.gov/our-work/programs/low-carbon-transportation-investments-and-air-quality-improvement-program/low-1">https://ww2.arb.ca.gov/our-work/programs/low-carbon-transportation-investments-and-air-quality-improvement-program/low-1</a>

- available for review during monitoring visits and audits by CARB, or its designee. These records must be retained for a minimum of three years after submittal of the final STEP grant disbursement request to CARB.
- g. The above documentation must be provided to CARB in quarterly Status Reports and a Final Report.

#### 9. Earned Interest

"Earned interest" means any interest generated from State funds provided to the Grantee and held in an interest-bearing account.

- a. Interest earned by the Grantee on STEP funds must be reported to CARB. All interest income on STEP funds must be expended on eligible program costs (see Section G of this Grant Agreement) or returned to CARB. The Grantee is responsible for reporting to CARB on all interest earned and reinvested into the project or returned.
- b. All interest income on advance payment at CARB's discretion must be reinvested into the program or returned to CARB. Interest earned that is reinvested in the program is not included as part of the Total Grant Amount from CARB. Grantee is responsible for reporting to CARB all project expenditures funded with interest earned on advanced funds or returned.
- c. The Grantee must maintain accounting records (e.g., general ledger) that track interest earned from Grant funds and expenditures of this earned interest, as follows:
  - i. The calculation of interest must be based on average daily balance or some other reasonable and demonstrable method of allocating the proceeds from the interest-generating account back into the program.
  - ii. The methodology for tracking earned interest must ensure that it is separately identifiable from interest earned on non-STEP funds.
  - iii. The methodology for calculating earned interest must be consistent with how it is calculated for the Grantee's other fiscal programs.
  - iv. Earned interest must be fully expended by **March 31, 2026** or returned to CARB.
- d. Documentation of interest earned on STEP funds must be retained for a minimum of three years after it is generated. Documentation of interest expended on the project must be retained for a minimum of three years after the funds have been reinvested into the project.

e. The above documentation must be provided to CARB in Status Reports and a Final Report.

#### H. PROJECT MONITORING AND MEETINGS

## 1. Meetings

- a. Initial meeting: A meeting will be held between the Grantee and Subgrantee key project personnel and the CARB Project Liaison before work on the project begins. The purpose of the initial meeting is to discuss the overall approach, details of performing essential tasks, the schedule and milestones, details of work group process, and any issues that may need to be resolved prior to beginning work. Topics may include process for program decision-making and frequency and process for ongoing project team coordination.
- b. Review meetings: After the initial meeting with CARB staff, monthly meetings will be required until the tasks related to project initiation are finalized. After the project is operational, CARB and the Grantee can hold less frequent meetings (quarterly, at minimum), if deemed appropriate. Additional meetings may be scheduled at the sole discretion of the CARB Project Liaison. Such meetings may be conducted by phone, if deemed appropriate by the CARB Project Liaison. The Grantee is responsible for developing the agenda in collaboration with the CARB Project Liaison, and for facilitating the meetings.
- c. Site visits: If applicable, site visits shall be established by CARB Project Liaison during the term of this grant.

## 2. Technical Monitoring

- Any changes in the scope or schedule for the program shall require the prior written approval of the CARB Project Liaison and may require a written Grant Agreement amendment.
- b. The Grantee shall notify the CARB Project Liaison in writing immediately if any circumstances arise (technical, economic, or otherwise), which might place completion of the project in jeopardy. The Grantee shall also make such notification if there is a change in key project personnel (see Exhibit B, Attachment IV).
- c. In addition to Status Reports (see Section I of this Grant Agreement), the Grantee shall provide information requested by the CARB Project Liaison that is needed to assess progress in completing tasks and meeting the objectives of the program.

d. Any change in budget allocations, re-definition of deliverables, or extension of the program schedule must be requested in writing to the CARB Project Liaison and approved by CARB, in its sole discretion, and may require a Grant Agreement amendment.

#### I. REPORTING AND DOCUMENTING EXPENDITURE OF STATE FUNDS

The Grantee must provide CARB with documentation accounting for the proper expenditure of funds. This documentation must be provided in Status Reports submitted at a minimum every three months to CARB and a Final Report submitted prior to the Grantee receiving their last disbursement of project funds.

## 1. Status Reports

- a. The Grantee shall submit Status Reports at minimum 15 days after the end of every third month, starting with the first report submitted on October 15, 2022 for the reporting period that ends on **September 30, 2022**, but may be submitted more frequently if necessary to justify more frequent disbursements with prior approval from CARB. The Status Reports shall be provided in a format agreed upon between the CARB Project Liaison and the Grantee and meet the requirements specified herein. CARB may specify an electronic format for quarterly reporting.
- b. Status Reports provide a mechanism for the Grantee to justify a need for additional grant disbursements from CARB.
- c. Every Grant Disbursement Request Form (MSCD/ISB-90) shall be accompanied by a Status Report that documents the completion of a milestone specified in Exhibit B, Attachments II and III.
- d. CARB will provide the Grantee with a checklist or template for Americans with Disabilities Act (ADA)-compliant Status Reports. Each Status Report must include all applicable items from the checklist or template, which may include:
  - i. Project Status Report number, title of project, name of Grantee, date of submission, and project grant number
  - ii. Summary of work completed since the last Status Report, noting progress toward completion of tasks identified in Attachment II of Exhibit B (Task Summary and Details).
  - iii. Statement of work expected to be completed by the next Status Report.

- iv. Notification of problems encountered and an assessment of their effects on the project's outcomes
- v. Data collected from vehicles, facilities, and participants since the last status report such as, but not limited to, the information outlined in Appendix H of this Grant Solicitation. Data should be separated by reporting period but should be collected and compiled in a way that facilitates reporting in the Final Report.
- vi. Schedule of community engagement, outreach, and education activities conducted, materials used, number of people contacted, and number of participants, where applicable
- vii. Accounting records, including expenditure and income information and supporting documentation
- viii. Itemized invoices (invoices must include enough details to ensure that only eligible costs are paid for) and any other appropriate documentation
- ix. Discussion of the project's adherence to the project timeline
- x. Other data and analysis as mutually agreed upon between the Grantee and CARB
- e. If the tasks outlined in this Grant Agreement are behind schedule, the Grantee must notify CARB immediately and explain how they will return to schedule.

# 2. Final Report

- a. When the project is complete, the Grantee shall submit a draft Final Report. The draft Final Report must be submitted to CARB in an appropriate format agreed upon between CARB Project Liaison and the Grantee. The Final Report must meet the requirements specified herein. Upon approval of the draft Final Report by CARB Project Liaison, the Grantee shall provide a written copy of the final version, plus an electronic file.
- b. The Grantee must provide a Final Report to CARB after all STEP funding has been expended. The Final Report must be submitted within 90 days of CARB receiving the draft Final Report or by **March 31, 2026**, whichever comes first. A draft Final Report is due to CARB within 30 days of project completion or by **December 31, 2025**, whichever comes first.
- c. CARB will provide the Grantee with a checklist or template for an ADAcompliant Final Report. The Final Report must include all applicable items

from the checklist or template, at a minimum:

- Total expenditures in detail to date and for the period between the last Status Report and the Final Report.
- ii. Excel spreadsheet of all funded tasks and milestones.
- iii. Summary report of the tasks for the period covered by the Grant Agreement (may be provided as summaries or previously submitted Status Reports see Status Report).
- iv. Overview of the project as a whole from inception through the end of the grant term, including project and community background, partnerships, and funding sources.
- v. Data collected from vehicles, facilities, and participants, compiled from all status reports.
- vi. Assessments of behavior change, vehicle miles traveled, access to key destinations, affordability, and participant evaluations, including the results of any pre- and post-project surveys conducted.
- vii. Changes in participant knowledge of and acceptance of clean transportation options and funded projects.
- viii.Description of community engagement, outreach, and education efforts, including materials used, schedule of events conducted, and an assessment of effectiveness of the efforts.
- ix. Electricity and fuel usage information for project and baseline vehicles and EVSE, as applicable.
- x. Estimated GHG and other air pollutant emission reductions achieved.
- xi. Other co-benefits provided by the project as mutually agreed upon between the Grantee and CARB.
- xii. Accounting records, including expenditure and income information and supporting documentation. Includes earned interest, if any, and how it was expended or returned to CARB.
- xiii.Best practices and lessons learned, including suggestions for future project considerations for wider scale implementation in other communities.

- xiv.Implementation challenges and recommendations for potential program improvements.
- xv. Other data and analysis as mutually agreed upon between the Grantee and CARB.

#### J. OVERSIGHT AND ACCOUNTABILITY

- 1. The Grantee shall comply with all oversight responsibilities.
- 2. CARB or its designee may recoup grant funds which were received by the Grantee based upon the Grantee's misinformation or fraud, or which were received by the Grantee if Grantee is in material or continual non-compliance with the terms of this Grant or State law. CARB also reserves the right to prohibit any entity from participating in STEP due to non-compliance with program requirements or State law.
- 3. If the Grantee detects any actual or potentially fraudulent activity by any person or entity associated with the project, the Grantee shall notify CARB as soon as possible and work with CARB to determine an appropriate course of action.

#### K. PROJECT RECORDS

As further described below, project records include but are not limited to Grantee, financial, and participant records. All project records must be retained for a period of three (3) years after final payment under this grant. All project records are subject to audit pursuant to Section N.3 of this Grant Agreement. Upon completion of the third year of record retention, the Grantee shall submit all project records to CARB. Hardcopy or electronic records are suitable. Acceptable forms of electronic media include hard drives, CDs, and DVDs. Other forms of electronic media may be allowed based on prior written approval from CARB.

#### 1. Grantee Records

The Grantee shall retain a STEP file containing:

- a. Original executed copy of the STEP Grant Agreement and Grant Agreement Amendments (if applicable).
- b. Policies and Procedures Manual.
- c. Copies of Grant Disbursement Request Forms and attachments.
- d. Copies of Status Reports.

e. Documentation of earned interest generation and expenditure (see Section G for more information).

#### 2. Financial Records

Without limitation of the requirement to maintain program accounts in accordance with generally accepted accounting principles, the Grantee must:

- a. Establish an official file for the project, which shall adequately document all significant actions relative to the program.
- b. Establish separate accounts which will adequately and accurately depict all amounts received and expended on the project.
- c. Establish separate accounts which will adequately and accurately depict all income received which is attributable to the project including cash and inkind donations, if any.
- d. Establish an accounting system which will adequately depict final total costs of the project, including grant implementation costs.

## 3. Project Participant Records

The Grantee is required to establish and maintain participant records, which must include, at minimum:

- a. Project participant proposals (denied, approved, and removed).
- b. Initial participant surveys and survey updates.
- c. Documentation of any deviations from the normal processing of projects (examples include enforcement action, CARB case-by-case approvals).

## L. INTELLECTUAL PROPERTY

Any webpage(s), software, databases, deliverables, program data, or other intellectual property the Grantee develops or creates with grant monies and for the purposes of administering or implementing STEP shall be considered works made for hire and are the property of CARB. The Grantee hereby assigns to CARB all right, title and interest in and to such materials, as well as all related intellectual property rights and other proprietary rights therein.

Subject to the terms and conditions of this Grant Agreement, CARB grants the Grantee a limited, irrevocable, non-exclusive, non-transferable, non-sublicensable, perpetual, royalty-free, and worldwide license to use, access, and execute any

webpage(s), software, databases, or other intellectual property created by the Grantee, including any updates and improvements.

## M. CONFIDENTIALITY AND DATA SECURITY

It is expressly understood and agreed that information the Grantee collects on behalf of the State or from a third party in performing its obligations under this Grant Agreement (State Data) shall become the property of the State and may be deemed confidential by the State. Therefore:

- 1. All information or data gathered pursuant to this grant shall be held confidential accessible only to the Grantee's employees, agents, or contractors as needed to perform the Grantee's obligations under this Grant Agreement, and released only to CARB or other entities as CARB may specify in writing, unless such disclosure is required by law. If the Grantee believes disclosure may be required under the California Public Records Act or other law, the Grantee shall first give CARB written notice of the intent to disclose plus twenty-one (21) days after receipt of the written notice to seek an order preventing disclosure from a court of competent jurisdiction.
- 2. The Grantee certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- 3. Information or data, including but not limited to all application records and supporting documentation that personally identifies or describes an individual or individuals is confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or Federal statutes and regulations. The Grantee shall safeguard all such information or data which comes into their possession under this agreement, shall not release or publish any such information or data, and shall dispose of such information in accordance with the Grantee's data retention policy but for a minimum of at least five (5) years.
- 4. Subject to paragraph 1, above, the Grantee must observe complete confidentiality with respect to such information or data collected pursuant to this grant, including without limitation, agreeing not to disclose or otherwise permit access to such information by any person or entity in any manner whatsoever unless such disclosure is required by law or legal process.
- 5. The Grantee must acknowledge the confidential nature of such information and ensure by agreement or otherwise that they are prohibited from copying or revealing, for any purpose other than fulfillment of this grant and with CARB's written consent, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this section.

- 6. The Grantee must ensure that the Grantee's employees, agents, and contractors are informed of the confidential nature of such information and ensure by agreement or otherwise that they are prohibited from copying, revealing, or utilizing for any purpose other than fulfillment of this grant and with CARB's written consent, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this section.
- 7. The Grantee shall limit access to information and data gathered pursuant to this grant only to necessary employees, agents, and contractors to perform their job duties.
- 8. The Grantee must not use such information or any part thereof in the performance of services to others or for the benefit of others in any form whatsoever whether gratuitously or for valuable consideration without CARB's consent.
- 9. The Grantee must notify the State promptly and in writing of the circumstances surrounding any possession, use, or knowledge of such information or any part thereof, by any person other than those authorized by this document.
- 10. The Grantee must adhere to all CARB confidentiality, disclosure, and privacy policies.
- 11. The Grantee must treat all information, deliverables, and work products developed or collected pursuant to this grant as confidential. All information, deliverables, and work products cannot be disclosed in any form to any third party except for Subgrantees designated in Exhibit B, Attachment IV of this Agreement without CARB's written consent except when required by law or legal process.
- 12. The Grantee must not use, without CARB written approval, any CARB materials for any purpose other than performing the agreed upon services.
- 13. At the conclusion of the engagement or upon termination of this Grant Agreement, the Grantee shall surrender all information in any form developed or collected pursuant to this grant if requested by CARB.
- 14. If the Grantee suspects loss or theft, the Grantee must report any lost or stolen information, data, or equipment developed or collected pursuant to this grant to CARB immediately.
- 15. The Grantee must provide CARB all pass phrases and passwords for private keys to encrypt data used, produced, or acquired in the course of performing duties under this Grant Agreement.

- 16. The Grantee must sign non-disclosure and confidentiality agreements as provided by CARB.
- 17. The Grantee agrees to notify CARB immediately of any security incident involving the information system, servers, data, or any other information developed or collected pursuant to this grant. The Grantee agrees that CARB has the right to participate in the investigation of a security incident involving its data or to conduct its own independent investigation, and that the Grantee shall cooperate fully in such investigations.
- 18. The Grantee agrees that it shall be responsible for all costs incurred by CARB due to a security incident resulting from the Grantee's failure to perform or negligent acts of its employees, agents, or contractors, and resulting in an unauthorized disclosure, release, access, review, or destruction; or loss, theft, or misuse of information or data developed or gathered pursuant to this grant. If the Grantee experiences a loss or breach of data, the Grantee shall immediately report the loss or breach to CARB.
- 19. If CARB determines that notice to the individuals whose data has been lost or breached is appropriate, the Grantee will bear any and all costs associated with the notice or any mitigation selected by CARB. These costs include, but are not limited to, staff time, material costs, postage, media announcements, credit monitoring for impacted individuals, and other identifiable costs associated with the breach or loss of data.
- 20. The Grantee agrees that it shall immediately notify and work cooperatively with CARB to respond timely and correctly to California Public Records Act (California Government Code Section 6250 et seq.) requests.

### N. GENERAL PROVISIONS

- 1. **Amendment:** No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the parties.
- 2. Americans with Disabilities Act: The Grantee must ensure that all products and services submitted, uploaded, or otherwise provided by the Grantee and/or its subcontractors under this Grant, including but not limited to data, software, plans, drawings, specifications, reports, operating manuals, notes, and other written or graphic work prepared in the course of performance of this Grant (collectively, the "Work"), comply with Web Content Accessibility Guidelines 2.0, levels A and AA, and otherwise meet the accessibility requirements set forth in California Government Code Sections 7405 and 11135, Section 202 of

the federal Americans with Disabilities Act (42 U.S.C. § 12132), and Section 508 of the federal Rehabilitation Act (29 U.S.C. § 794d) and the regulations promulgated thereunder (36 C.F.R. Parts 1193 and 1194) (collectively, the "Accessibility Requirements"). For any Work provided in PDF format, Grantee shall also provide an electronic version in the original electronic format (for example, Microsoft Word or Adobe InDesign).

CARB may request documentation from the Grantee of compliance with the Accessibility Requirements and may perform testing to verify compliance. The Grantee must bring into compliance, at no cost to CARB, any Work by the Grantee or its subcontractors not meeting the Accessibility Requirements. If the Grantee fails to bring its or its subcontractors' Work into compliance with the Accessibility Requirements within five (5) business days of written notice from CARB, or within the time frame specified by CARB in its notice, the Grantee will be responsible for all costs incurred by CARB in bringing the Grantee's or its subcontractors' Work into compliance with the Accessibility Requirements. The Grantee agrees to respond to and resolve any complaint brought to its attention regarding accessibility of deliverables provided under this Grant for a period of one year following delivery of the final deliverable under this Grant.

Deviations from the Accessibility Requirements are permitted only by written consent by CARB.

- 3. **Assignment:** This grant is not assignable by the Grantee, either in whole or in part, without the consent of CARB in the form of a formal written amendment.
- 4. Audit: The Grantee agrees that CARB, the Department of General Services, Department of Finance, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant and all State funds received. The Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after the term of this Grant is completed, unless a longer period of records retention is stipulated. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include similar right of the State to audit records and interview staff in any Grant or Contract related to performance of this Agreement.
- 5. Availability of funds: CARB's obligations under this Grant Agreement are contingent upon the availability of funds. In the event funds are not available, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement.

- 6. **Compliance with law, regulations, etc.:** The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and State laws, rules, guidelines, regulations, and requirements.
- 7. Confidentiality: Except as may be required by the California Public Records Act (California Government Code Section 6250 et seq.), no record which has been designated as confidential by CARB, shall be disclosed by the Grantee. If the Grantee believes disclosure of a confidential record may be required under the California Public Records Act or other law, the Grantee shall first give CARB written notice of the intent to disclose plus twenty-one (21) days after receipt of the written notice to seek an order preventing disclosure from a court of competent jurisdiction.
- 8. **Conflict of interest:** The Grantee certifies that it is in compliance with applicable State and/or federal conflict of interest laws.
- 9. **Disputes:** The Grantee shall continue with the responsibilities under this Grant Agreement during any dispute. Grantee staff or management may work in good faith with CARB staff or management to resolve any disagreements or conflicts arising from implementation of this Grant Agreement. However, any disagreements that cannot be resolved at the management level within 30 days of when the issue is first raised with CARB staff shall be subject to resolution by the CARB Executive Officer, or his designated representative. Nothing contained in this paragraph is intended to limit any of the rights or remedies that the parties may have under law.
- 10. **Environmental justice:** In the performance of this Grant Agreement, the Grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State.
- 11. Fiscal management systems and accounting standards: The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of State law or this Grant Agreement. Unless otherwise prohibited by State or local law, the Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
- 12. Force majeure: Neither CARB nor the Grantee shall be liable for or deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes,

government orders, national or state declared pandemics, lockouts, labor disputes, fire, flood, earthquakes or other physical natural disaster. If either party intends to invoke this clause to excuse or delay performance, the party invoking the clause must provide written notice to the other party immediately but no later than within fifteen (15) calendar days of when the force majeure event occurs and reasons that the force majeure event is preventing that party from or delaying that party in performing its obligations under this Grant Agreement. CARB may terminate this Grant Agreement immediately in writing without penalty in the event the Grantee invokes this clause.

If the Grant Agreement is not terminated by CARB pursuant to this clause, upon completion of the event of force majeure, the Grantee must as soon as reasonably practicable recommence the performance of its obligations under this Grant Agreement. The Grantee must also provide a revised schedule to minimize the effects of the delay caused by the event of force majeure. An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event.

- 13. Governing law and venue: This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. CARB and the Grantee hereby agree that any action arising out of this Grant Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.
- 14. **Grantee's responsibility for work:** The Grantee shall be responsible for work and for persons or entities engaged in work, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contract(s) for work on the Project, including but not limited to payment disputes with contractors, subcontractors, and providers of services. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- 15. Indemnification: The Grantee agrees to indemnify, defend and hold harmless the State and the Board and its officers, employees, agents, representatives, and successors-in-interest against any and all liability, loss, and expense, including reasonable attorneys' fees, from any and all claims for injury or damages arising out of the performance by the Grantee, and out of the operation of equipment that is purchased with funds from this Grant Award.
- 16. **Independent contractor:** The Grantee, and its agents and employees, if any, in their performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees or agents of CARB.

- 17. Nondiscrimination: During the performance of this Grant Agreement, the Grantee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation, or veteran or military status, or allow denial of family-care leave, medical-care leave, or pregnancy-disability leave. The Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. The Grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a)-(f), set forth in Chapter 5 of Division 4.1 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Grant Agreement.
- 18. **No third party rights:** The parties to this Grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking established herein.
- 19. Ownership: All information or data received or generated by the Grantee under this Grant Agreement shall become the property of CARB. No information or data received or generated under this Grant Agreement shall be released without CARB approval.
- 20. Personally Identifiable Information: Information or data that personally identifies an individual or individuals is confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or Federal statutes and regulations. The Grantee shall safeguard all such information or data which comes into their possession under this Grant Agreement in perpetuity, and shall not release or publish any such information or data.
- 21. Prevailing wages and labor compliance: If applicable, the Grantee agrees to comply with all of the applicable provisions of the California Labor Code pertaining to Public Works projects (Labor Code Sections 1720-1861) including those provisions requiring the payment of not less than the specified prevailing

rate of wages as determined by the Director of the Department of Industrial Relations to workers employed in the performance of this grant. If applicable, the Grantee shall monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the provisions of Labor Code Sections 1720-1861 are being met.

- 22. **Professionals:** For projects involving installation or construction services, the Grantee agrees that only licensed professionals will be used to perform services under this Grant Agreement where such services are called for and licensed professionals are required for those services under State law.
- 23. **Severability:** If a court of competent jurisdiction holds any provision of this Grant Agreement to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of those provisions, will not be affected.
- 24. **Termination:** CARB may terminate this Grant Agreement for cause by written notice at any time prior to completion of projects funded by this Grant Award, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Grant Agreement within the time frame set forth by CARB via written notice to the Grantee.
- 25. **Timeliness:** Time is of the essence in this Grant Agreement. Grantee shall proceed with and complete the Project in an expeditious manner.
- 26. Waiver of Rights: Any waiver of rights with respect to a default or other matter arising under the Grant Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Grant Agreement are in addition to any other rights and remedies provided by law.
- 27. Order of Precedence: In the event of any inconsistency between the articles, exhibits, attachments, specifications or provisions which constitute this Grant Agreement, the following order of precedence shall apply:
  - a. Grant Agreement Cover Sheet
  - b. Exhibit A Grant Provisions
  - c. Exhibit B Work Statement
  - d. Exhibit C Grantee Proposal Package
  - e. Exhibit D Grant Solicitation Package
  - f. All other Exhibits incorporated into the Grant Agreement as listed on the Grant Agreement Cover Sheet.

#### O. INSURANCE REQUIREMENTS

The Grantee must comply with all requirements outlined in the (1) General Provisions and (2) Insurance Requirements outlined below. No payments will be made under the grant until the Grantee fully complies with all insurance requirements.

- 1. General Provisions Applying to All Policies:
  - a. Coverage Term Coverage needs to be in force for the complete term of the grant. If insurance expires during the term of the grant, a new certificate must be received by the State at least thirty (30) days prior to the expiration of this insurance. Any new insurance must comply with the original grant terms.
  - b. Policy Cancellation or Termination & Notice of Non-Renewal The Grantee is responsible to notify the Program Administrator within five (5) business days of any cancellation, non-renewal or material change that affects required insurance coverage. New certificates of insurance are subject to the approval of the Department of General Services and the Grantee agrees no work or services will be performed prior to obtaining such approval. In the event that the Grantee fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this grant upon the occurrence of such event, subject to the provisions of this grant.
  - c. Premiums, Assessments, and Deductibles The Grantee is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
  - d. Primary Clause Any required insurance contained in this grant shall be primary, and not excess or contributory, to any other insurance carried by the State.
  - e. Insurance Carrier Required Rating All insurance companies must carry an AM Best rating of at least "A-" with a financial category rating of no lower than VI. If the Grantee is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
  - f. Endorsements Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
  - g. Inadequate Insurance Inadequate or lack of insurance does not negate the Grantee's obligations under the grant.

- h. Satisfying a Self-Insured Retention (SIR) All insurance required by this Grant Agreement must allow the State to pay and/or act as the Grantee's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the Grantee's agent in satisfying any SIR is at the State's discretion
- i. Available Coverages/Limits All coverage and limits available to the Grantee shall also be available and applicable to the State.
- 2. Use of Subcontractor In the case of the Grantee's utilization of Subcontractors to complete the grant scope of work, the Grantee shall include all Subcontractors as insured's under the Grantee's insurance or supply evidence of Subcontractor's insurance to the State subject to item O.3.
- 3. Grant Insurance Requirements The Grantee shall display evidence of the following on a certificate of insurance. After the Grant is awarded, failure to provide the certificate upon request will result in the termination of the grant. The Grantee must assure the project fully complies with all insurance requirements before starting the project. The following coverages must be evidenced on the certificate of insurance and all endorsements required must be attached:
  - a. Commercial General Liability The Grantee shall maintain general liability on an occurrence form with limits not less than \$5,000,000 per occurrence for bodily injury and property damage liability combined with a \$5,000,000 annual policy aggregate. Subcontractors shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent the Grantees, products, completed operations, personal & advertising injury, and liability assumed under an insured contract or grant. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Grantee's limit of liability.

The policy must name "State of California and California Air Resources Board, its officers, agents, and employees as additional insured with respect to liability arising out of work or operations performed by or on behalf of the awardee including any electric bikes and scooters in connection with any such work or operations".

b. Automobile Liability – Compliance of automobile liability is required upon procurement of the vehicles. For vehicles used in a STEP-funded shared mobility service (e.g., electric bikes and scooters, carshare vehicles, shuttles, and buses), the Grantee shall maintain business automobile Liability

insurance as broad as Form CA0001 for limits not less than a \$5,000,000 combined single limit. For any other vehicle that is not used in a STEP-funded shared mobility service (e.g., vehicles used for project planning, rebalancing, maintenance, marketing, outreach, or driving to events), the Grantee shall maintain business automobile liability insurance as broad as Form CA0001 for limits not less than a \$1,000,000 combined single limit. Such insurance shall cover liability arising out of any and all motor vehicles owned, hired or non-owned. "Any Auto" symbol 1 is required.

The policy must name "State of California and California Air Resources Board, its officers, agents, and employees as additional insured with respect to liability arising out of work or operations performed by or on behalf of the awardee including any electric bikes and scooters in connection with any such work or operations".

- i. In the event that the Fleet Owner maintains business automobile liability insurance, the policy must name the State of California and California Air Resources Board, its officers, agents, and employees as additional insured by endorsement that states the name exactly as required in this agreement. A blanket additional insured endorsement is not acceptable.
- ii. By signing the grant agreement, the Grantee certifies that the Grantee and any employees, subcontractors or servants possess valid automobile coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive. The State reserves the right to request proof at any time.
- c. Workers Compensation and Employers Liability The Grantee shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the grant. In addition, employer's liability limits of \$1,000,000 are required. By signing this agreement, the Grantee acknowledges compliance with these regulations.

A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must be attached to certificate.

d. In addition to the insurance requirements listed above, the Grantee must supply specific coverage for Electric Bikes and Scooters, with a limit of at least \$5,000,000. Proof of coverage can be submitted in two ways:

If coverage is from an Electric Bike and Scooter insurance carrier, only the certificate of insurance is required showing specific insurance for Electric Bikes and Scooters; **OR**, If coverage is endorsed to the General Liability policy, insurance company must supply a separate endorsement showing proof of Electric Bike and Scooter Coverage.

- e. Either policy must name "State of California and California Air Resources Board, its officers, agents, and employees as additional insured with respect to liability arising out of work or operations performed by or on behalf of the awardee including any electric bikes and scooters in connection with any such work or operations." Non-Profit Organization with Volunteers Only (if applicable): A Volunteer Accident Insurance Policy with a limit not less than \$1,000,000. The policy shall contain a waiver of subrogation in favor of the State of California, if such endorsement is available in the open market. Said policy shall be issued by an insurance company with a rating which is acceptable to the Department of General Services, Office of Risk and Insurance Management. CARB reserves the right to review and adjust insurance requirements as necessary during the grant term.
- f. Cyber Liability coverage, with limits not less than \$1,000,000 per occurrence or claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Grantee in the grant agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well.
- g. Self-insurance If a Grantee has elected to be self-insured it must receive approval of its self-insurance program from the DGS Office of Risk and Insurance Management (ORIM). To obtain ORIM approval, the Grantee must submit the following documents to ORIM.
  - 1. Workers' Compensation The Grantee will provide a copy of its Certificate of Consent to Self-Insure from the Department of Industrial Relations.
  - 2. All Other The Grantee's Risk Manager, or comparable position holder, shall provide a written description of the plan including what is covered, what is not covered, identify the financial limits of the plan and identify the source of funds for financing the plan.

Provide the firm's most recent audited annual financial statement including all accounting letters. The report must show the firm's owner's equity of at least \$5,000,000 and annual profit of at least \$500,000.

Provide a signed written statement from the firm's CPA confirming the annual net profit for each of the prior 4 years has been at least \$500,000.

# San Francisco Municipal Transportation Agency STEP Implementation Grant Agreement

# **EXHIBIT B**

# **WORK STATEMENT**

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## **EXHIBIT B**

# Attachment I – Budget Summary

Grantee: San Francisco Municipal Transportation Agency Project: Our Community, Our Shuttle: Bayview-Hunters Point Equitable Mobility

Grant Number: STEP-IG-04

	Total Costs
Project Costs	\$5,321,089.00
Direct Grant Implementation Costs	\$97,047.00
Indirect Grant Implementation Costs	\$0
	Total Funding
Total Grant Funds	\$1,940,936.00
Resource Contribution	\$3,477,200.00
Total Proposal Funds	\$5,418,136.00

**EXHIBIT B** 

## Attachment II – Task Summary and Details

Grantee: San Francisco Municipal Transportation Agency

Project: Our Community, Our Shuttle: Bayview-Hunters Point Equitable Mobility

**Grant Number: STEP-IG-04** 

## **Task Summary Table**

Task			Resource
#	Task Description	STEP Funds	Contribution
1	Proposal administration	\$97,047.00	\$0
2	Bayview community shuttle	\$362,709.00	\$0
3	Bayview pedestrian and transit safety and	\$0	\$3,370,400.00
	accessibility improvements	\$0	\$3,370,400.00
4	Community shuttle workforce development	\$878,591.00	\$0
5	Transportation resource center	\$396,250.00	\$0
6	Community congress	\$206,339.00	\$106,800.00
	Total	\$1,940,936.00	\$3,477,200.00

## **Task Details**

# Task 1. Proposal administration

In accordance with Assembly Bill 128, section 15.14, a percent of the Fiscal Year 2021-22 GGRF funds allocated for this task are withheld. Upon determination of the final amount of auction proceeds after the fourth cap-and-trade auction and approval from the Department of Finance, the remaining funds may be encumbered and available for use. A formal amendment may be required to encumber and liquidate the remaining funds. Administer the various tasks of the project including participation in meetings with CARB staff; development and implementation of project plans; record-keeping procedures; reporting procedures; and financial tracking and disbursements. Currently funded for first year of the grant term.

## 1.1. Meetings and communication with CARB staff

- 1.1.1. Initial Project Kick-off Meeting: The Grantee's and Subgrantee's key project personnel, in collaboration with CARB's Project Liaison, will plan, conduct, and attend an initial meeting with CARB staff following execution of the Grant Agreement. Topics for discussion may include, but not be limited to, the following:
  - a. Project tasks, timelines, and milestones
  - b. Project design and community engagement, outreach, and education activities
  - c. Content and format for quarterly reports and final reports

- d. Schedule for ongoing coordination meetings
- e. Participant surveys and reporting
- f. Other items as necessary
- Task 1.1.1 should conform to all requirements in Exhibit A, Section H.1; that section should be considered the superseding section in case of conflicting language.
- 1.1.2. Ongoing Project Coordination: Ongoing Grantee coordination and review meetings with the CARB Project Liaison to discuss project status held monthly or quarterly, per CARB Project Liaison, as well as a final meeting or conference call, pending CARB Project Liaison approval, held at the conclusion of the project. The Grantee's key project personnel will participate in meetings with CARB staff. Additional meetings may be scheduled at the discretion of the CARB Project Liaison. Meetings may be conducted by phone if deemed appropriate by the CARB Project Liaison. Project coordination and review meetings are the responsibility of the Grantee and should contain:
  - a. Agenda for the meeting with online meeting information provided prior to the meeting.
  - b. Discussion of project activities, deliverables, schedule, and milestones.
  - c. Discussion of any difficulties encountered since the last project update.
  - d. Concerns or questions requiring resolution from CARB.
  - e. Notification of any pending disbursement requests.
  - f. Scheduling the next project coordination meeting.
- Task 1.1.2 should conform to all requirements in Exhibit A, Section H.1; that section should be considered the superseding section in case of conflicting language.
- 1.2. Coordinate with other CARB projects (e.g., Access Clean California, Clean Mobility Options Voucher Pilot) where appropriate and as requested by CARB.
- 1.3. Partnerships. Coordinate with all project partners, including Subgrantees and Community Partners, following the decision-making structure and the governance, legal, and financial relationships set out in the Partnership Structure. This must include:
  - a. Regular communication with all Subgrantees, such as check-ins to keep track of progress made and troubleshoot issues encountered. The Grantee is responsible for keeping CARB informed of progress on all projects, including those that are being led by one of the Subgrantees.
  - b. Regular communication with all Community Partners in a mutually agreed-upon format to share progress and receive feedback on project

- implementation and design.
- c. Accessible public meetings to share progress and receive feedback on project implementation and design.
- d. Updates to Community Partners and other community stakeholders on how their feedback is being incorporated into the design and implementation of the project.

Incentivize participation of all project partners, including Community Partners, appropriately

- 1.4 STEP Steering Committee. Convene the STEP Steering Committee, as agreed to in the Partnership Agreement. The STEP Steering Committee membership will consist of:
  - SFMTA Program Manager (Chair)
  - Community Shuttle Operator (3<sup>rd</sup>-party vendor)
  - Community-based Transportation Plan Implementation Lead (SFMTA Livable Streets)
  - Workforce Project Committee Lead (A Philip Randolph Institute)
  - Transportation Resource Center Committee Lead (Community Youth Center [CYC])
  - Community Congress Lead (Bayview Hunters Point [BVHP] Community Advocates)
  - Two nominated resident representatives, selected by the Community Congress

Role of the STEP Steering Committee, per the Partnership Agreement, is:

- 1. Coordination and alignment of STEP program elements
- 2. Bi-annual planning meetings to evaluate impact and coordinate upcoming activities
- 3. Receive reports and recommendations from the Community Congress.
- 4. Reporting to CARB on STEP grant status.
- 5. Adaptive management & conflict resolution between sub-grantees.

Meetings of the STEP Steering Committee will be held quarterly and conform to the requirements established in Task 1.3. Meeting minutes will be documented and shared with CARB staff.

- 1.4. Community engagement. Directly and actively engage community residents during project implementation to ensure that project design and implementation meet the needs of the residents. The Grantee must:
  - a. Ensure that funded activities focus on engaging community residents located or involved in the STEP Community.
  - b. Use community engagement methods recommended in the Community Inclusion Guidance.
  - c. Develop and implement a process for community engagement that maximizes the power of community residents to make decisions about project design and implementation.

- d. Conduct community engagement activities that help maximize residents' ability to participate, such as translating meetings and materials and scheduling meetings at times that are convenient to community residents.
- e. Focus on engaging hard-to-reach residents whose interests have historically been under-represented.
- f. Ensure that funded activities collect data on residents' current knowledge regarding clean transportation options.
- g. Ensure funded activities include an evaluation of the success of the activities throughout implementation and adapt methods used accordingly.
- h. Incentivize community residents appropriately for their time and expertise during their participation in community engagement activities.
- i. Develop plans for community engagement activities, either as part of the Status Reports or as stand-alone plans.
- j. Ensure that all community engagement plans have been approved by CARB prior to implementation.
- 1.5. Outreach and education. Conduct outreach and education with community residents to help ensure that identified end users in the community have the knowledge necessary to use new transportation services and to inform their participation in decision-making processes. The Grantee must:
  - a. Ensure that funded activities focus on reaching out to or educating community residents located or involved in the STEP Community.
  - b. Use outreach and education methods recommended in the Community Inclusion Guidance.
  - c. Conduct outreach and education activities that meet the needs of the residents, such as translating materials and creating events at times that are convenient to community residents.
  - d. Ensure that funded activities collect data on residents' current knowledge regarding clean transportation options.
  - e. Ensure funded activities include an evaluation of the success of the activities throughout implementation and adapt methods used accordingly.
  - f. Educate community residents about other applicable CARB funding opportunities, including Access Clean California and the clean vehicle ownership programs (e.g., CVRP, Clean Cars 4 All, CVAP), and supporting California Energy Commission funding opportunities (e.g., the California Electric Vehicle Infrastructure Project).
  - g. Develop plans for outreach and education activities, either as part of the Status Reports or as stand-alone plans.
  - h. Ensure all outreach, education, and press materials and outreach and education plans have been approved by CARB and adhere to the California Climate Investments guidelines, as identified in Exhibit A, Section B of this Grant Agreement, prior to implementation.

- 1.6. Develop policies and procedures manuals. Such documents and process flow charts should describe the Grantee's administrative actions for evaluating and processing project participants, tracking vehicle maintenance for all project vehicles, and data gathering and reporting for all aspects of the project. Examples include, but are not limited to:
  - a. Organizational charts
  - b. Details on how key project processes are conducted and how associated documentation of data, signatures, and authorizations are gathered and recorded.
  - c. Develop and maintain accounting procedures to track expenditures by:
    - i. Grant Agreement number
    - ii. Fiscal year
    - iii. Funding source
  - d. Provisions to protect against conflict of interest
  - e. Provisions to protect against fraud, and to identify, respond to, and report if fraud has occurred
  - f. Provisions to protect personally identifiable information
- 1.7. Project records. As defined in Exhibit A, Section K of this Grant Agreement, establish and maintain records on items that include, but are not limited to, participants, vehicles, Electric Vehicle Supply Equipment (EVSE), fuel, and maintenance as follows:
  - 1.7.1. Identify participant data that are confidential and develop measures to keep these data confidential. For example, individuals' physical characteristics, residential address, wage and salary information, driver's license or state-issued ID number, and insurance policy number must be kept confidential.
  - 1.7.2. Record the physical address and census tracts of each location that project vehicles are domiciled or operated within and each location EVSE is installed.
  - 1.7.3. Develop a systematic process and schedule to back up database(s) on a daily basis at a minimum.
  - 1.7.4. Develop and enforce security measures to safeguard project database(s).
  - 1.7.5. Store all records in a secured and safe storage facility that maintains confidentiality and provides fire and natural disaster protection.
  - 1.7.6. Retain files during the term of the Grant Agreement plus three

years after the grant term expires.

- 1.7.7. Transfer all project records to CARB once the project ends or three years after the grant term expires, whichever comes first.
- 1.8. Document and track expenditures, as defined in Exhibit A, Section G of this Grant Agreement.
- 1.9. Fulfill any needed project readiness requirements such as obtaining permits for charging infrastructure, obtaining encroachment permits and ensuring sufficient electrical capacity at designated charging station sites.
- 1.10. Reporting and documenting expenditure of State funds. As defined in Exhibit A, Section I of this Grant Agreement, report on and assess progress throughout project implementation via the participant and project metrics identified in Appendix H, Status Reports, and the Final Report. The purpose of data collection and reporting is to document and assess the outcomes of each funded project, which may include a better understanding of the projects' impacts on behavior change, vehicles miles traveled, and equity.
  - 1.10.1. Develop plans for the collection of data, either as part of the Status Reports or as stand-alone plans and carry out those plans using appropriate metrics and tools. Ensure that all data collection plans have been approved by CARB. Metrics should include information about transportation modes used and trips taken by community residents before and after the project's implementation. CARB will coordinate with the Grantee to identify parameters and determine the most effective mechanism for obtaining information and measures to safeguard confidential individual information. At a minimum, participant metrics should be collected prior to the launch of a new project, midway through a project, and at the end for Final Report reporting.
  - 1.10.2. For all projects, track and report metrics, such as, but not limited to, the information outlined in Appendix H of this Grant Solicitation. The Grantee must track and report these data at least quarterly.
  - 1.10.3. Participate in third-party research projects as requested by CARB.
  - 1.10.4. Status Reports: Submit numbered status reports accompanying grant disbursement requests to CARB at least quarterly, but may submit on a monthly basis if necessary to justify more frequent disbursements with prior approval from CARB. These reports must be approved by CARB and must contain at minimum, in either Microsoft Word or PDF as a single electronic file, the information outlined in Exhibit A, Section I of this Grant Agreement.

- 1.10.5. Final Report: The Final Report must be submitted within 90 days of CARB receiving the draft Final Report or by March 31, 2026, whichever comes first. A draft Final Report is due to CARB within 30 days of project completion or by **December 31**, 2025, whichever comes first. Final reports must contain at minimum the information outlined in Exhibit A, Section I of this Grant Agreement.
- 1.11. The Grantee may add additional projects with the written approval of CARB. This type of change may require a grant amendment. Any additions will incorporate community decision-making. The Grantee must show that each project will:
  - a. Meet applicable State laws
  - b. Meet STEP's objectives, including all of the following:
    - i. Address a community-identified transportation need
    - ii. Support increasing access to key destinations
    - iii. Facilitate or achieve GHG emission reductions
  - c. Meet all requirements specified in Appendix E of the Grant Solicitation
  - d. Meet applicable requirements of statutes, applicable State law, the FY 2019-20 Funding Plan, the FY 2021-22 Funding Plan, the FY 2019-20 STEP Implementation Grant Solicitation, this Grant Agreement, and all Exhibits and Attachments to this Grant Agreement. The FY 2019-20 and 2021-22 Funding Plans for Clean Transportation Incentives are available at: <a href="https://ww2.arb.ca.gov/our-work/programs/low-carbon-transportation-investments-and-air-quality-improvement-program/low-1">https://ww2.arb.ca.gov/our-work/programs/low-carbon-transportation-investments-and-air-quality-improvement-program/low-1</a>

## Task 2. Bayview community shuttle

The Bayview community shuttle is a zero-emission, wheelchair-accessible, on-demand, dynamic ridesharing service in the Bayview Hunters Point neighborhood that will improve access and connections to regional transit, community services, school, work, basic amenities, and job opportunities. The shuttle service will provide a flexible way to arrange trips through a personal device (via a GPS smartphone-based application or telephone) or via a tri-lingual call center to pair riders and drivers in real time. The assigned route to transport the initial rider(s) to the end destination may dynamically change and adjust depending on the ride software's ability to match with another user (or users) heading in the same direction. Trip fares will be integrated into the regional transportation payment card system (Clipper) with subsidies that may be available to those who need them, including to those of the unbanked community. Subsidy funding is not included in the current budget but may be added through an amendment if agreed to by both parties and allowed under the grant terms.

- 2.1. Convene the Shuttle Project Committee.
- Project Committee makeup and operations will conform to the Partnership Agreement. Membership will include:
  - SFMTA Innovation (Chair)

- Contracted third-party operator (to be added after contract awarded)
- Hunters Point Family
- San Francisco African American Arts and Cultural District (SFAAACD)
- CYC
- Bayview El Centro
- OneBayview
- Two nominated community representatives, selected by the Community Congress

Project Committee membership, as listed in the Partnership Agreement, is limited to sub-grantee partners directly involved in program & project delivery for each given project within the overall grant program. Project Committee scope is:

- 1. Outreach & Engagement for Community Shuttle service planning
- 2. Implementation of Community Shuttle Service
- 3. Education & Marketing of Community Shuttle Service
- 4. Feedback & Data tracking of Community Shuttle ridership
- 5. Reports out of implementation progress to the Community Congress.

Meetings of the Shuttle Project Committee will be held quarterly and conform to the requirements established in Task 1.3. Meeting minutes will be documented and shared with CARB staff.

2.2. Engage community residents to develop a shuttle service plan that finalizes project details via outreach activities and surveys led by a coalition of Subgrantees. These activities will be directed by the Project Committee, Community Congress and Community Partners to ensure authentic engagement with real decision-making space for those participating. Project details to be determined include finalizing the shuttle service hours of operation and the location of key destinations to provide service outside of the defined neighborhood boundary. Diverse engagement will include online engagement, utilization of existing Sub-grantee communication channels, and a focus on the Chinese community, Latinx community, Black community, youth, and the business community. Engagement activities will include compensation for participants where appropriate, as well as other amenities deemed necessary to secure community participation.

Work with Community Partners to co-develop methods to evaluate outreach and education activities during the service planning period. Activities may include post-event surveys, focus groups, and other methods recommended through the Community Congress. Evaluation will prioritize centering the voices of those most vulnerable in the community, as dictated by the Community Congress. While the number of residents reached through outreach and education will be one metric for success, other metrics will attempt to capture

the effectiveness of outreach and education efforts, their ability to reach residents standing to benefit most from new services, and their ability to build trust and responsive relationships within Bayview-Hunters Point.

- 2.3. Develop and release an RFP (target date of August 2022) and select and contract with a third-party vendor to provide the shuttle service. RFP specifications will be informed by the community planning process in Task 2.2. Prepare the shuttle service for start-up, including finalized service planning (e.g., Clipper integration, app development, and call center preparations); staff hiring through the workforce program (see Task 4); securing of logistical, maintenance, and vehicle charging needs.
- 2.4. Conduct marketing and outreach for all grant activities. Outreach will include a variety of activities, from broad-based communication such as ads in community newspapers to one-on-one outreach through Youth Champions coordinated with the Transportation Resource Center (see Task 5). Outreach will be tailored to community needs with pop-up events and workshops provided in various languages and time slots, as well as community-led online outreach activities. Sub-grantees working on outreach have special reach with hard-to-reach groups within the larger Bayview-Hunters Point community.

Work with Community Partners to co-develop methods to evaluate outreach and education activities during shuttle operation. Activities may include postevent surveys, focus groups, and other methods recommended through the Community Congress. Evaluation will prioritize centering the voices of those most vulnerable in the community, as dictated by the Community Congress. While the number of residents reached through outreach and education will be one metric for success, other metrics will attempt to capture the effectiveness of outreach and education efforts, their ability to reach residents standing to benefit most from new services, and their ability to build trust and responsive relationships within Bayview-Hunters Point.

Task 3. Bayview pedestrian and transit safety and accessibility improvements All of the infrastructure projects included were identified in the Bayview Community Based Transportation Plan (CBTP), conceived of, developed, and prioritized by residents of Bayview-Hunters Point. These projects improve safety and conditions for walking, personal safety, and convenience of using transit within the STEP Community. Each project will be a part of the SFMTA Safe Streets Evaluation Program, which measures the effectiveness of new infrastructure and incorporates modifications to ensure project goals are met. The program will also evaluate the outreach process for each infrastructure project for ability to reach hard-to-reach groups, as well as progress toward building trust with the community.

3.1. Convene the CBTP Infrastructure Project Committee. Project Committee makeup and operations will conform to the Partnership Agreement.

Membership will include:

- SFMTA Livable Streets (Chair)
- SFMTA Finance & Information Technology
- SFMTA STEP Project Manager
- Two nominated community representatives, selected by the Community Congress

Project Committee membership, as listed in the Partnership Agreement, is limited to sub-grantee partners directly involved in program & project delivery for each given project within the overall grant program. Project Committee scope is:

- 1. Implementation of Capital Projects
- 2. Additional public outreach & engagement, as needed
- 3. Report outs of implementation progress to the Community Congress

Meetings of the CBTP Infrastructure Committee will be held quarterly and conform to the requirements established in Task 1.3. Meeting minutes will be documented and shared with CARB staff.

3.2 Full documentation for all CBTP Implementation activities completed between date of original STEP grant application and execution of grant agreement.

SFMTA staff will provide documentation for all outreach, design, and implementation activities for projects identified in the Bayview CBTP between June 2021 and the date of the grant agreement execution. Documentation will include records of outreach, planning & design documentation, site photos, and record of project completion and closeout.

This task includes two Quick-Build projects on Williams Avenue and Evans Avenue. This task also includes MTAP (Muni Transit Assistance Program) staffing of three transit lines in Bayview-Hunters Point for the duration of the grant term.

3.3 Design and construct two Rapid-Rectangular Flashing Beacons and up to nine pedestrian bulb-out projects.

Conduct outreach and engagement in the area immediately surrounding each project during design and implementation. While project locations and details have been determined through the Bayview CBTP, targeted outreach will be conducted through mailers/door-hangers and partnerships with appropriate community organizations to reach impacted stakeholders. Outreach will follow best practices, such as translations in Chinese and Spanish and review by Community Partners for cultural competency. Where appropriate, outreach and engagement will be coordinated with Community Partners in tandem with other

transportation efforts to lessen the burden placed on residents. Engagement activities will be conducted in a COVID-safe manner while necessary, such as project area walking workshops and community-led online engagement.

#### Task 4. Community shuttle workforce development

This project is an extension of the successful and ongoing CityDrive program, which is jointly run by SFMTA and the San Francisco Office of Economic & Workforce Development. Positions hired by the vendor through this program will be guaranteed equivalent wages and benefits to Teamster 665 Local positions: more than \$25 per hour for starting wages, including health and retirement benefits. The program will be implemented in partnership with community-based Sub-grantees and will develop a Transportation Career Pathway for Bayview-Hunters Point residents. Residents enrolled in the program, but not able to complete the training or gain referral to the Class B permit program will be integrated into other ongoing workforce opportunities run through A Philip Randolph Institute and Young Community Developers This may include training and hiring for other positions within the Community Shuttle program.

- 4.1. Convene the Workforce Development Project Committee. Project Committee makeup and operations will conform to the Partnership Agreement. Membership will include:
  - A Philip Randolph Institute (Chair)
  - SFMTA STEP Project Manager
  - SFMTA Transit
  - Office of Economic & Workforce Development
  - Young Community Developers
  - Two nominated community representees, selected by the Community Congress

Project Committee membership, as listed in the Partnership Agreement, is limited to sub-grantee partners directly involved in program & project delivery for each given project within the overall grant program. Project Committee scope is:

- 1. Coordination of Workforce Activities
- 2. Report outs of implementation progress to the Community Congress

Meetings of the Workforce Development Project Committee will be held quarterly and conform to the requirements established in Task 1.3. Meeting minutes will be documented and shared with CARB staff.

4.2 Recruit and train local residents of Bayview-Hunters Point to be employed as drivers for the Bayview Community Shuttle. Intake approximately 60 participants to the CityDrive program per year for the length of the STEP grant period. The CityDrive trainings are 20 hours in length and consist of Orientation, Commercial Driver's License General Knowledge, Passenger

Vehicles, and Airbrakes. Additional provided services are Medical/Physical Test, Birth Certificate Obtainment, Job Referral Services, and Transport to DMV for testing. Trainings are funded through the duration of the Bayview Shuttle Program.

Conduct deep engagement and promotion specifically to ensure this transportation career pathway is available to low-income, youth, and other vulnerable residents. Special emphasis will be placed on job placement & recruiting with youth and HOPESF affordable housing site residents. Work with Sub-grantees to use their communication networks with Bayview-Hunters Point to publicize the availability of the workforce development program. Networks include, but are not limited to, Black led organizations, local newspapers, community leaders, churches, and community stakeholders. Planned outreach and education will be evaluated based on the number of residents reached and the number of residents enrolled in the program. The program will also track barriers to enrollment among target communities and seek methods to overcome those barriers. Methods include hands-on skills training, supportive services for participants, access to mentorship services, Vocational English as a Second Language (VOSL) classes offered through City College of San Francisco, tutoring, and job-readiness training. Outreach and enrollment will also seek to track demographic information to better evaluate how well hard-to-reach populations are being reached.

- 4.3. Complete driver trainings for 20 to 30 enrolled participants per year, for the length of the STEP grant period, through the existing CityDrive program.
- 4.4. Refer 10 to 15 participants to the CityDrive Class B permit program per year for the length of the STEP grant period. The Class B permit program puts community shuttle drivers on the path to employment as a Muni bus operator.

#### Task 5. Transportation resource center

This is a full-service, community-based resource to answer transportation-related questions and connect residents with the full range of transportation options and services for which they are eligible. In particular, it will help enroll residents in services like the Paratransit or the Lifeline Muni Pass. It is based off the successful CHOICE pilot program that provides a Transportation Liaison for enrolled clients at the Southeast Health Center in Bayview-Hunters Point.

- 5.1. Convene the Transportation Resource Center Project Committee. Project Committee makeup and operations will conform to the Partnership Agreement. Membership will include:
  - Community Youth Center (Chair)
  - SFMTA STEP Project Manager
  - Bay Area Community Resources
  - Two nominated community representatives, selected by the Community

#### Congress

Project Committee membership, as listed in the Partnership Agreement, is limited to sub-grantee partners directly involved in program & project delivery for each given project within the overall grant program. Project Committee scope is:

- 1. Staff training & deployment
- 2. Tracking data for staff utilization & services utilized
- 3. Report outs of implementation progress to the Community Congress

Meetings of the Transportation Resource Center Project Committee will be held quarterly and conform to the requirements established in Task 1.3. Meeting minutes will be documented and shared with CARB staff.

- 5.2. Co-develop a Public Outreach Plan and other materials for the Transportation Resource Center, including intake forms, resource guides, and outreach and education materials. Surveys and intake forms will be made available online as well to allow accessibility during, and following, COVID-related restrictions.
- 5.3. Hire, train, and deploy a .6 FTE Transportation Liaison to staff the Transportation Resource Center. The Transportation Liaison will enroll residents in transportation services on a walk-in basis. The program will use a comprehensive and standardized intake form, which will not only capture the travel information needed to connect residents with transportation services, but also detailed demographic data on residents utilizing the Transportation Resource Center's services. This will allow for evaluation of who is being reached by the Transportation Resource Center and allow for corrections to better reach those most vulnerable to transportation challenges.

The Transportation Liaison and Youth Champions (task 5.5) will also be responsible for providing education on other applicable CARB funding opportunities, such as Access Clean California, the Clean Vehicle Rebate Program, the Clean Vehicle Assistance Program, Clean Cars for All, the Clean Mobility Options Pilot Project, and the California Electric Vehicle Infrastructure Project.

- 5.4. Conduct outreach, engagement, and marketing to publicize the Transportation Resource Center and ensure it is meeting community needs for first year of grant term. Outreach may include, but is not limited to, ad-buys, mailer distributions, street teams, posters, door-knockers, flyers, and coordination with SFMTA revenue group for deployment of mobile sales vans to various site locations within the neighborhood.
- 5.5. Hire, train, and deploy at least 6 Youth Champions at HOPESF affordable

housing sites. Youth Champions are youth leaders employed through the Bay Area Community Resources (BACR) Community Based Organization who live in the HOPESF housing sites and range in ages from 16 to 24. Their roles are an extension of an existing program that provides community engagement, outreach, and staffing for community events and youth-led programs. Youth Champions will promote the Transportation Resource Center to residents of the HOPESF sites, help enroll residents in transportation services, and track whom they have reached during their engagement activities.

#### Task 6. Community Congress

The Community Congress will act as an oversight and decision-making body for grant implementation, putting direct project control in the hands of members of the STEP Community. Community trust is a critical hurdle in Bayview-Hunters Point; fostering greater community control not only assures better outcomes, but also builds the bridges of trust necessary to successfully implement the projects in the STEP grant proposal. Membership on the Community Congress will be allocated to Community Partners and other residents of the Bayview-Hunters Point community.

- 6.1. Form the Community Congress. Develop bylaws for the Congress determining length of appointment for Congress delegates and delegate responsibilities. Develop and administer the appointment process for approximately 15 Congress delegates, including recruitment (via a Public Outreach Plan), application review, selection, and onboarding. Finalize resident / stakeholder appointments. All listed Community Partners from the original STEP grant application will be offered a seat on the Community Congress. If all Community Partners accept seats on the Community Congress (10 seats), the 5 remaining seats will be provided to members of the public, appointed through a selection process developed by Bayview-Hunters Point Community Advocates. For any seats that Community Partners do not accept, those seats will be made available to community members. Develop Community Congress by-laws, which will establish the terms of appointment for Community Congress delegates, length of delegate terms, and process of delegate replacement
- 6.2. Facilitate quarterly Congress meetings, including logistics, agenda preparation, and meeting minutes and follow-up communication with members. Provide capacity building to help foster relevant transportation planning knowledge, acting as an educational and leadership-training vehicle to increase the effectiveness of community-based advocacy. All Community Congress delegates will be offered \$100 gift card compensation per two-hour meeting attended, with gift cards distributed at the end of meetings based on active participation, which will be defined during the formation of the Community Congress (Task 6.1). Meetings will be open to the public and held in the community in locations accessible by public transit. Bayview-Hunters Point Community Advocates may choose to convene meetings virtually, but will ensure equal accessibility to in-person meetings. Interpretation will be offered

upon request.

All Project Committees will report to the Community Congress to seek direction on implementation decisions. Project Committees will be asked to present regular reports on engagement activities to the Community Congress, to be evaluated against goals established at the launch of the project. As an oversight and decision-making body, the Community Congress will provide corrective guidance to Project Committees and implementing partners on future engagement activities to ensure full participation and representation of the Bayview-Hunters Point community. Feedback will be gathered from both seated delegates of the Community Congress as well as all members of the public in attendance regarding the effectiveness of engagement activities in order to update methods accordingly.

Public noticing of Community Congress meetings will be distributed throughout the community by Community Partners, with special emphasis on reaching hard-to-reach populations. Outreach will utilize City-based communication channels, the communication networks of Community Partners, and targeted advertising with community-based outlets such as the SF Bay View National Black Newspaper. Outreach and education activities will be evaluated for the number of people attending Community Congress meetings, the number of people reached in promoting the meetings, and the proportion of people reached coming from hard-to-reach groups. Surveys issued following Community Congress meetings will determine the accessibility of the meetings, whether meeting details were easy to understand, and whether meetings have increased community trust. Comparing results against community demographics, especially for hard-to-reach groups, will allow for public outreach corrections to better reach the target audiences in the community.

As needed, the Community Congress will facilitate dispute resolution, attend Steering Committee meetings, and provide general oversight for the Community Congress. SFTMA will document all dispute resolutions and provide them to CARB.

SFMTA will submit minutes/reports from all Community Congress meeting as deliverables.

#### **EXHIBIT B**

#### Attachment III – Task and Disbursement Schedule

Grantee: San Francisco Municipal Transportation Agency Project: Our Community, Our Shuttle: Bayview-Hunters Point Equitable Mobility

Grant Number: STEP-IG-04

	Description	Expected Start Date	Expected Completion Date	Deliverables (if applicable)	Request for STEP Funds
Task 1	Proposal administration	7/1/2022	9/30/2022	Ouarterly status reports, including project updates, data collected, meeting agendas and notes, and other info requested as part of quarterly reports	\$37,047.00
Task 2.1	Convene Shuttle Project Committee	7/1/2022	9/30/2022	Documentation of meetings, which may include agendas, sign-in sheets, meeting minutes, and other meeting materials	\$8,859.00
Task 2.2	Shuttle Service Plan Engagement	7/1/2022	9/30/2022	Documentation of outreach and engagement activities, which may include sign-in sheets, photos taken at events, and event handouts/flyers	\$183,450.00
Task 2.3	RFP Development	7/1/2022	9/30/2022	RFP	\$20,000.00
Task 3.1	Convene the CBTP Infrastructure Project Committee	7/1/2022	9/30/2022	Documentation of meetings, which may include agendas, sign-in sheets, meeting minutes, and other meeting materials	\$0 (covered by resource contribution)

\$369,845.00		2702/08/6		Disbursement request #1	
\$25,133.00	Documentation of meetings, which may include agendas, sign-in sheets, meeting minutes, and other meeting materials	9/30/2022	7/1/2022	Task Community Congress 6.2 Quarterly Meeting	Task 6.2

	Description	Expected Start Date	Expected Completion Date	Deliverables (if applicable)	Request for STEP Funds
Task 1	Proposal administration	10/1/2022	12/31/2022	Ouarterly status reports, including project updates, data collected, meeting agendas and notes, and other info requested as part of quarterly reports	\$20,000.00
Task 2.1	Convene Shuttle Project Committee	10/1/2022	12/31/2022	Documentation of meetings, which may include agendas, sign-in sheets, meeting minutes, and other meeting materials	\$3,600.00
Task 2.4	Shuttle Marketing and Outreach	10/1/2022	12/31/2022	Marketing and Outreach Collateral, engagement metrics	\$10,000.00
Task 3.1	Convene the CBTP Infrastructure Project Committee	10/1/2022	12/31/2022	Documentation of meetings, which may include agendas, sign-in sheets, meeting minutes, and other meeting materials	\$0 (covered by resource contribution)
Task 4.1	Convene the Workforce Development Project Committee	10/1/2022	12/31/2022	Documentation of meetings, which may include agendas, sign-in sheets, meeting minutes, and other meeting materials	\$15,000.00

Task	Recruit and train local residents to be	10/1/2022	12/31/2022	Attendance sheets, Intake forms, Outreach collateral, Outreach and	\$43,591.00
4:Z	employed as drivers			Training Program Report	
Task 4.3	Complete Driver Trainings	10/1/2022	12/31/2022	Class completion certificates	\$10,000.00
Task 4.4	Referrals to CityDrive Class B license program	10/1/2022	12/31/2022	Referral Lists	\$5,000.00
Task 5.1	Convene the Transportation Resource Center Project Committee	10/1/2022	12/31/2022	Documentation of meetings, which may include agendas, sign-in sheets, meeting minutes, and other meeting materials	\$1,400.00
Task 5.3	Deploy Transportation Liaison	10/1/2022	12/31/2022	TRC Liaison activities completed report	\$15,000.00
Task 5.4	Conduct outreach, engagement and marketing to publicize TRC	10/1/2022	12/31/2022	Project Collateral	\$4,500.00
Task 5.5	Deploy Youth Champions	10/1/2022	12/31/2022	Enrollment logs, Engagement Report	\$5,500.00
Task 6.2	Community Congress Quarterly Meeting	10/1/2022	12/31/2022	Documentation of meetings, which may include agendas, sign-in sheets, meeting minutes, and other meeting materials	\$11,000.00
	Disbursement request #2		12/31/2022		\$144,591.00

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Request for STEP Funds	
Deliverables (if applicable)	
Expected Completion Date	
Expected Start Date	
Description	

Task	Proposal administration	1/1/2023	3/30/2023	Ouarterly status reports, including project updates, data collected, meeting agendas and notes, and other info requested as part of quarterly reports	\$20,000.00
Task 2.1	Convene Shuttle Project Committee	1/1/2023	3/30/2023	Documentation of meetings, which may include agendas, sign-in sheets, meeting minutes, and other meeting materials	\$3,600.00
Task 2.5	Shuttle Marketing and Outreach	1/1/2023	3/30/2023	Marketing and Outreach Collateral, engagement metrics	\$10,000.00
Task 3.1	Convene the CBTP Infrastructure Project Committee	1/1/2023	3/30/2023	Documentation of meetings, which may include agendas, sign-in sheets, meeting minutes, and other meeting materials	\$0 (covered by resource contribution)
Task 4.1	Convene the Workforce Development Project Committee	1/1/2023	3/30/2023	Documentation of meetings, which may include agendas, sign-in sheets, meeting minutes, and other meeting materials	\$10,000.00
Task 4.2	Recruit and train local residents to be employed as drivers	1/1/2023	3/30/2023	Attendance sheets, Intake forms, Outreach collateral, Outreach and Training Program Report	\$35,000.00
Task 4.3	Complete Driver Trainings	1/1/2023	3/30/2023	Class completion certificates	\$10,000.00
Task 4.4	Referrals to CityDrive Class B license program	1/1/2023	3/30/2023	Referral Lists	\$5,000.00

	Convene the			Documentation of meetings, which	
Task 5.1	Transportation Resource Center	1/1/2023	3/30/2023	may include agendas, sign-in sheets, meeting minutes, and other meeting	\$1,400.00
	Project Committee			materials	
Task	Deploy Transportation	1/1/2023	3/30/2023	TRC Liaison activities completed	\$15 000 00
5.3	Liaison	2707	00000	report	000000000000000000000000000000000000000
	Conduct outreach,				
Task	engagement and	1/1/2023	3/30/2023	3/30/2023 Project Collateral	\$4 500 00
5.4	marketing to publicize	2727	0,00,00	בוסוגנו (סוומנגומו	0000
	TRC				
Task	Deploy Youth	1/1/2023	3/30/2003	Enrollment logs, Engagement	\$5 500 00
5.5	Champions	17.17.	0/ 30/ 2023	Report	00.000,04
				Documentation of meetings, which	
Task	Community Congress	1/1/2003	3/30/2023	may include agendas, sign-in sheets,	\$11 000 00
6.2	Quarterly Meeting	1, 1, 2023	0,007/00/0	meeting minutes, and other meeting	00.000,
				materials	
	Disbursement		2,707,007		00 000 101
	request #3		5/50/2023		00.000,1814

	Description	Expected Start Date	Expected Completion Date	Deliverables (if applicable)	Request for STEP Funds
Task 1	Task Proposal 1 administration	4/1/2023	6/30/2023	Quarterly status reports, including project updates, data collected, meeting agendas and notes, and other info requested as part of quarterly reports	\$20,000.00
Task 2.1	Task Convene Shuttle 2.1 Project Committee	4/1/2023	6/30/2023	Documentation of meetings, which may include agendas, sign-in sheets,	\$3,600.00

				meeting minutes, and other meeting materials	
Task 2.4	Shuttle Marketing and Outreach	4/1/2023	6/30/2023	Marketing and Outreach Collateral, engagement metrics	\$10,000.00
Task 3.1	Convene the CBTP Infrastructure Project Committee	4/1/2023	6/30/2023	Documentation of meetings, which may include agendas, sign-in sheets, meeting minutes, and other meeting materials	\$0 (covered by resource contribution)
Task 4.1	Convene the Workforce Development Project Committee	4/1/2023	6/30/2023	Documentation of meetings, which may include agendas, sign-in sheets, meeting minutes, and other meeting materials	\$10,000.00
Task 4.2	Recruit and train local residents to be employed as drivers	4/1/2023	6/30/2023	Attendance sheets, Intake forms, Outreach collateral, Outreach and Training Program Report	\$35,000.00
Task 4.3	Complete Driver Trainings	4/1/2023	6/30/2023	Class completion certificates	\$10,000.00
Task 4.4	Referrals to CityDrive Class B license program	4/1/2023	6/30/2023	Referral Lists	\$5,000.00
Task 5.1	Convene the Transportation Resource Center Project Committee	4/1/2023	6/30/2023	Documentation of meetings, which may include agendas, sign-in sheets, meeting minutes, and other meeting materials	\$1,400.00
Task 5.3	Deploy Transportation Liaison	4/1/2023	6/30/2023	TRC Liaison activities completed report	\$15,000.00
Task 5.4	Conduct outreach, engagement and marketing to publicize TRC	4/1/2023	6/30/2023	Project Collateral	\$4,500.00

Task 5.5	Task Deploy Youth 5.5 Champions	4/1/2023	6/30/2023	Enrollment logs, Engagement Report	\$5,500.00
Task 6.2	Task Community Congress 6.2 Quarterly Meeting	4/1/2023	6/30/2023	Documentation of meetings, which may include agendas, sign-in sheets, meeting minutes, and other meeting materials	\$11,000.00
	Disbursement request #4		6/30/2023		\$131,000.00

	Description	Expected Start Date	Expected Completion Date	Deliverables (if applicable)	Request for STEP Funds
Task 1	Proposal administration	7/1/2023	9/30/2023	Quarterly status reports, including project updates, data collected, meeting agendas and notes, and other info requested as part of quarterly reports	0\$
Task 2.1	Convene Shuttle Project Committee	7/1/2023	9/30/2023	Documentation of meetings, which may include agendas, sign-in sheets, meeting minutes, and other meeting materials	\$3,600.00
Task 2.4	Shuttle Marketing and Outreach	7/1/2023	9/30/2023	Marketing and Outreach Collateral, engagement metrics	\$10,000.00
Task 3.1	Convene the CBTP Infrastructure Project Committee	7/1/2023	9/30/2023	Documentation of meetings, which may include agendas, sign-in sheets, meeting minutes, and other meeting materials	\$0 (covered by resource contribution)
Task 4.1	Convene the Workforce Development Project Committee	7/1/2023	9/30/2023	Documentation of meetings, which may include agendas, sign-in sheets, meeting minutes, and other meeting materials	\$10,000.00

Task 4.2	Recruit and train local residents to be employed as drivers	7/1/2023	9/30/2023	Attendance sheets, Intake forms, Outreach collateral, Outreach and Training Program Report	\$35,000.00
Task 4.3	Complete Driver Trainings	7/1/2023	9/30/2023	Class completion certificates	\$10,000.00
Task 4.4	Referrals to CityDrive Class B license program	7/1/2023	9/30/2023	Referral Lists	\$5,000.00
Task 5.1	Convene the Transportation Resource Center Project Committee	7/1/2023	9/30/2023	Documentation of meetings, which may include agendas, sign-in sheets, meeting minutes, and other meeting materials	\$1,400.00
Task 5.3	Deploy Transportation Liaison	7/1/2023	9/30/2023	TRC Liaison activities completed report	\$15,000.00
Task 5.4	Conduct outreach, engagement and marketing to publicize TRC	7/1/2023	9/30/2023	Project Collateral	\$3,000.00
Task 5.5	Deploy Youth Champions	7/1/2023	9/30/2023	Enrollment logs, Engagement Report	\$5,500.00
Task 6.2	Community Congress Quarterly Meeting	7/1/2023	9/30/2023	Documentation of meetings, which may include agendas, sign-in sheets, meeting minutes, and other meeting materials	\$11,000.00
	Disbursement request #5		9/30/2023		\$109,500.00

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Request for STEP Funds
Deliverables (if applicable)
Expected Completion Date
Expected Start Date
Description

Task 1	Proposal administration	10/1/2023	12/31/2023	Quarterly status reports, including project updates, data collected, meeting agendas and notes, and other info requested as part of quarterly reports	0\$
Task 2.1	Convene Shuttle Project Committee	10/1/2023	12/31/2023	Documentation of meetings, which may include agendas, sign-in sheets, meeting minutes, and other meeting materials	\$3,600.00
Task 2.4	Shuttle Marketing and Outreach	10/1/2023	12/31/2023	Marketing and Outreach Collateral, engagement metrics	\$8,000.00
Task 3.1	Convene the CBTP Infrastructure Project Committee	10/1/2023	12/31/2023	Documentation of meetings, which may include agendas, sign-in sheets, meeting minutes, and other meeting materials	\$0 (covered by resource contribution)
Task 4.1	Convene the Workforce Development Project Committee	10/1/2023	12/31/2023	Documentation of meetings, which may include agendas, sign-in sheets, meeting minutes, and other meeting materials	\$10,000.00
Task 4.2	Recruit and train local residents to be employed as drivers	10/1/2023	12/31/2023	Attendance sheets, Intake forms, Outreach collateral, Outreach and Training Program Report	\$35,000.00
Task 4.3	Complete Driver Trainings	10/1/2023	12/31/2023	Class completion certificates	\$10,000.00
Task 4.4	Referrals to CityDrive Class B license program	10/1/2023	12/31/2023	12/31/2023 Referral Lists	\$5,000.00

\$107,500.00		12/31/2023		Disbursement request #6	
\$11,000.00	Documentation of meetings, which may include agendas, sign-in sheets, meeting minutes, and other meeting materials	12/31/2023	10/1/2023	Task Community Congress 6.2 Quarterly Meeting	Task 6.2
\$5,500.00	Enrollment logs, Engagement Report	12/31/2023	10/1/2023	Deploy Youth Champions	Task 5.5
\$3,000.00	12/31/2023 Project Collateral	12/31/2023	10/1/2023	Conduct outreach, engagement and marketing to publicize TRC	Task 5.4
\$15,000.00	TRC Liaison activities completed report	12/31/2023	10/1/2023	Deploy Transportation Liaison	Task 5.3
\$1,400.00	Documentation of meetings, which may include agendas, sign-in sheets, meeting minutes, and other meeting materials	12/31/2023	10/1/2023	Convene the Transportation Resource Center Project Committee	Task 5.1

1/1/2024

Task 2.1	Convene Shuttle Project Committee	1/1/2024	3/30/2024	Documentation of meetings, which may include agendas, sign-in sheets, meeting minutes, and other meeting materials	\$3,600.00
Task 2.4	Shuttle Marketing and Outreach	1/1/2024	3/30/2024	Marketing and Outreach Collateral, engagement metrics	\$8,000.00
Task 3.1	Convene the CBTP Infrastructure Project Committee	1/1/2024	3/30/2024	Documentation of meetings, which may include agendas, sign-in sheets, meeting minutes, and other meeting materials	\$0 (covered by resource contribution)
Task 4.1	Convene the Workforce Development Project Committee	1/1/2024	3/30/2024	Documentation of meetings, which may include agendas, sign-in sheets, meeting minutes, and other meeting materials	\$10,000.00
Task 4.2	Recruit and train local residents to be employed as drivers	1/1/2024	3/30/2024	Attendance sheets, Intake forms, Outreach collateral, Outreach and Training Program Report	\$35,000.00
Task 4.3	Complete Driver Trainings	1/1/2024	3/30/2024	Class completion certificates	\$10,000.00
Task 4.4	Referrals to CityDrive Class B license program	1/1/2024	3/30/2024	Referral Lists	\$5,000.00
Task 5.1	Convene the Transportation Resource Center Project Committee	1/1/2024	3/30/2024	Documentation of meetings, which may include agendas, sign-in sheets, meeting minutes, and other meeting materials	\$1,400.00
Task 5.3	Deploy Transportation Liaison	1/1/2024	3/30/2024	TRC Liaison activities completed report	\$15,000.00

\$107,500.00		3/30/2024		Disbursement request #7	
\$11,000.00	Documentation of meetings, which may include agendas, sign-in sheets, meeting minutes, and other meeting materials	3/30/2024	1/1/2024	Task Community Congress 6.2 Quarterly Meeting	Task 6.2
\$5,500.00	Enrollment logs, Engagement Report	3/30/2024	1/1/2024	Deploy Youth Champions	Task 5.5
\$3,000.00	3/30/2024 Project Collateral	3/30/2024	1/1/2024	Conduct outreach, engagement and marketing to publicize TRC	Task 5.4

	Description	Expected Start Date	Expected Completion Date	Deliverables (if applicable)	Request for STEP Funds
Task 1	Proposal administration	4/1/2024	6/30/2024	Ouarterly status reports, including project updates, data collected, meeting agendas and notes, and other info requested as part of quarterly reports	0\$
Task 2.1	Task Convene Shuttle 2.1 Project Committee	4/1/2024	6/30/2024	Documentation of meetings, which may include agendas, sign-in sheets, meeting minutes, and other meeting materials	\$3,600.00
Task 2.4	Task Shuttle Marketing and 2.4 Outreach	4/1/2024	6/30/2024	Marketing and Outreach Collateral, engagement metrics	\$8,000.00

Task 3.1	Convene the CBTP Infrastructure Project Committee	4/1/2024	6/30/2024	Documentation of meetings, which may include agendas, sign-in sheets, meeting minutes, and other meeting materials	\$0 (covered by resource contribution)
Task 4.1	Convene the Workforce Development Project Committee	4/1/2024	6/30/2024	Documentation of meetings, which may include agendas, sign-in sheets, meeting minutes, and other meeting materials	\$10,000.00
Task 4.2	Recruit and train local residents to be employed as drivers	4/1/2024	6/30/2024	Attendance sheets, Intake forms, Outreach collateral, Outreach and Training Program Report	\$35,000.00
Task 4.3	Complete Driver Trainings	4/1/2024	6/30/2024	Class completion certificates	\$10,000.00
Task 4.4	Referrals to CityDrive Class B license program	4/1/2024	6/30/2024	Referral Lists	\$5,000.00
Task 5.1	Convene the Transportation Resource Center Project Committee	4/1/2024	6/30/2024	Documentation of meetings, which may include agendas, sign-in sheets, meeting minutes, and other meeting materials	\$1,400.00
Task 5.3	Deploy Transportation Liaison	4/1/2024	6/30/2024	TRC Liaison activities completed report	\$15,000.00
Task 5.4	Conduct outreach, engagement and marketing to publicize TRC	4/1/2024	6/30/2024	Project Collateral	\$3,000.00
Task 5.5	Deploy Youth Champions	4/1/2024	6/30/2024	Enrollment logs, Engagement Report	\$5,500.00

Commun Quarterly	Task Community Congress 6.2 Quarterly Meeting	4/1/2024	6/30/2024	Documentation of meetings, which may include agendas, sign-in sheets, meeting minutes, and other meeting materials	\$11,000.00
Disbursement request #8	ient 3		6/30/2024		\$107,500.00

	Description	Expected Start Date	Expected Completion Date	Deliverables (if applicable)	Request for STEP Funds
Task 1	Proposal administration	7/1/2024	9/30/2024	Ouarterly status reports, including project updates, data collected, meeting agendas and notes, and other info requested as part of quarterly reports	\$0
Task 2.1	Convene Shuttle Project Committee	7/1/2024	9/30/2024	Documentation of meetings, which may include agendas, sign-in sheets, meeting minutes, and other meeting materials	\$3,600.00
Task 2.4	Shuttle Marketing and Outreach	7/1/2024	9/30/2024	Marketing and Outreach Collateral, engagement metrics	\$8,000.00
Task 3.1	Convene the CBTP Infrastructure Project Committee	7/1/2024	9/30/2024	Documentation of meetings, which may include agendas, sign-in sheets, meeting minutes, and other meeting materials	\$0 (covered by resource contribution)
Task 4.1	Convene the Workforce Development Project Committee	7/1/2024	9/30/2024	Documentation of meetings, which may include agendas, sign-in sheets, meeting minutes, and other meeting materials	\$10,000.00

\$107,500.00		9/30/2024		Disbursement	
\$11,000.00	Documentation of meetings, which may include agendas, sign-in sheets, meeting minutes, and other meeting materials	9/30/2024	7/1/2024	Community Congress Quarterly Meeting	Task 6.2
\$5,500.00	Enrollment logs, Engagement Report	9/30/2024	7/1/2024	Deploy Youth Champions	Task 5.5
\$3,000.00	Project Collateral	9/30/2024	7/1/2024	Conduct outreach, engagement and marketing to publicize TRC	Task 5.4
\$15,000.00	TRC Liaison activities completed report	9/30/2024	7/1/2024	Deploy Transportation Liaison	Task 5.3
\$1,400.00	Documentation of meetings, which may include agendas, sign-in sheets, meeting minutes, and other meeting materials	9/30/2024	7/1/2024	Convene the Transportation Resource Center Project Committee	Task 5.1
\$5,000.00	Referral Lists	9/30/2024	7/1/2024	Referrals to CityDrive Class B license program	Task 4.4
\$10,000.00	Class completion certificates	9/30/2024	7/1/2024	Complete Driver Trainings	Task 4.3
\$35,000.00	Attendance sheets, Intake forms, Outreach collateral, Outreach and Training Program Report	9/30/2024	7/1/2024	Recruit and train local residents to be employed as drivers	Task 4.2

Request for STEP Funds
Deliverables (if applicable)
Expected Completion Date
Expected Start Date
Description

Task 1	Proposal administration	10/1/2024	12/31/2024	Ouarterly status reports, including project updates, data collected, meeting agendas and notes, and other info requested as part of quarterly reports	\$0
Task 2.1	Convene Shuttle Project Committee	10/1/2024	12/31/2024	Documentation of meetings, which may include agendas, sign-in sheets, meeting minutes, and other meeting materials	\$3,600.00
Task 2.4	Shuttle Marketing and Outreach	10/1/2024	12/31/2024	Marketing and Outreach Collateral, engagement metrics	\$6,000.00
Task 3.1	Convene the CBTP Infrastructure Project Committee	10/1/2024	12/31/2024	Documentation of meetings, which may include agendas, sign-in sheets, meeting minutes, and other meeting materials	\$0 (covered by resource contribution)
Task 4.1	Convene the Workforce Development Project Committee	10/1/2024	12/31/2024	Documentation of meetings, which may include agendas, sign-in sheets, meeting minutes, and other meeting materials	\$10,000.00
Task 4.2	Recruit and train local residents to be employed as drivers	10/1/2024	12/31/2024	Attendance sheets, Intake forms, Outreach collateral, Outreach and Training Program Report	\$35,000.00
Task 4.3	Complete Driver Trainings	10/1/2024	12/31/2024	Class completion certificates	\$10,000.00
Task 4.4	Referrals to CityDrive Class B license program	10/1/2024	12/31/2024	12/31/2024 Referral Lists	\$5,000.00

Task 5.1	Convene the Transportation Resource Center Project Committee	10/1/2024	12/31/2024	Documentation of meetings, which may include agendas, sign-in sheets, meeting minutes, and other meeting materials	\$1,400.00
Task 5.3	Deploy Transportation Liaison	10/1/2024	12/31/2024	TRC Liaison activities completed report	\$15,000.00
Task 5.4	Conduct outreach, engagement and marketing to publicize TRC	10/1/2024	12/31/2024	Project Collateral	\$3,000.00
Task 5.5	Deploy Youth Champions	10/1/2024	12/31/2024	Enrollment logs, Engagement Report	\$5,500.00
Task 6.2	Community Congress Quarterly Meeting	10/1/2024	12/31/2024	Documentation of meetings, which may include agendas, sign-in sheets, meeting minutes, and other meeting materials	\$11,000.00
	Disbursement request #10		12/31/2024		\$105,500.00

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	Description	Expected Start Date	Expected Completion Date	Deliverables (if applicable)	Request for STEP Funds
Task 1	Task Proposal 1 administration	1/1/2025	3/30/2025	Quarterly status reports, including project updates, data collected, meeting agendas and notes, and other info requested as part of quarterly reports	\$0

Task 2.1	Convene Shuttle Project Committee	1/1/2025	3/30/2025	Documentation of meetings, which may include agendas, sign-in sheets, meeting minutes, and other meeting materials	\$3,600.00
Task 2.4	Shuttle Marketing and Outreach	1/1/2025	3/30/2025	Marketing and Outreach Collateral, engagement metrics	\$6,000.00
Task 3.1	Convene the CBTP Infrastructure Project Committee	1/1/2025	3/30/2025	Documentation of meetings, which may include agendas, sign-in sheets, meeting minutes, and other meeting materials	\$0 (covered by resource contribution)
Task 4.1	Convene the Workforce Development Project Committee	1/1/2025	3/30/2025	Documentation of meetings, which may include agendas, sign-in sheets, meeting minutes, and other meeting materials	\$10,000.00
Task 4.2	Recruit and train local residents to be employed as drivers	1/1/2025	3/30/2025	Attendance sheets, Intake forms, Outreach collateral, Outreach and Training Program Report	\$35,000.00
Task 4.3	Complete Driver Trainings	1/1/2025	3/30/2025	Class completion certificates	\$10,000.00
Task 4.4	Referrals to CityDrive Class B license program	1/1/2025	3/30/2025	Referral Lists	\$5,000.00
Task 5.1	Convene the Transportation Resource Center Project Committee	1/1/2025	3/30/2025	Documentation of meetings, which may include agendas, sign-in sheets, meeting minutes, and other meeting materials	\$1,400.00
Task 5.3	Deploy Transportation Liaison	1/1/2025	3/30/2025	TRC Liaison activities completed report	\$15,000.00

\$105,500.00		3/30/2025		Disbursement request #11	
\$11,000.00	Documentation of meetings, which may include agendas, sign-in sheets, meeting minutes, and other meeting materials	3/30/2025	1/1/2025	Task Community Congress 6.2 Quarterly Meeting	Task 6.2
\$5,500.00	Enrollment logs, Engagement Report	3/30/2025	1/1/2025	Task   Deploy Youth 5.5   Champions	Task 5.5
\$3,000.00	3/30/2025 Project Collateral	3/30/2025	1/1/2025	Conduct outreach, engagement and marketing to publicize TRC	Task 5.4

	Description	Expected Start Date	Expected Completion Date	Deliverables (if applicable)	Request for STEP Funds
Task 1	Proposal administration	4/1/2025	6/30/2025	Ouarterly status reports, including project updates, data collected, meeting agendas and notes, and other info requested as part of quarterly reports	0\$
Task 2.1	Convene Shuttle Project Committee	4/1/2025	6/30/2025	Documentation of meetings, which may include agendas, sign-in sheets, meeting minutes, and other meeting materials	\$3,600.00
Task 2.4	Task Shuttle Marketing and 2.4 Outreach	4/1/2025	6/30/2025	Marketing and Outreach Collateral, engagement metrics	\$4,000.00

Task	Convene the CBTP			Documentation of meetings, which may include agendas, sign-in sheets,	\$0 (covered by
3.1	Infrastructure Project Committee	4/1/2025	6/30/2025	meeting minutes, and other meeting materials	resource contribution)
Task 4.1	Convene the Workforce Development Project Committee	4/1/2025	6/30/2025	Documentation of meetings, which may include agendas, sign-in sheets, meeting minutes, and other meeting materials	\$10,000.00
Task 4.2	Recruit and train local residents to be employed as drivers	4/1/2025	6/30/2025	Attendance sheets, Intake forms, Outreach collateral, Outreach and Training Program Report	\$35,000.00
Task 4.3	Complete Driver Trainings	4/1/2025	6/30/2025	Class completion certificates	\$10,000.00
Task 4.4	Referrals to CityDrive Class B license program	4/1/2025	6/30/2025	Referral Lists	\$5,000.00
Task 5.1	Convene the Transportation Resource Center Project Committee	4/1/2025	6/30/2025	Documentation of meetings, which may include agendas, sign-in sheets, meeting minutes, and other meeting materials	\$1,400.00
Task 5.3	Deploy Transportation Liaison	4/1/2025	6/30/2025	TRC Liaison activities completed report	\$15,000.00
Task 5.4	Conduct outreach, engagement and marketing to publicize TRC	4/1/2025	6/30/2025	Project Collateral	\$3,000.00
Task 5.5	Deploy Youth Champions	4/1/2025	6/30/2025	Enrollment logs, Engagement Report	\$5,500.00

Task 5.2	Task Community Congress 6.2 Quarterly Meeting	4/1/2025	6/30/2025	Documentation of meetings, which may include agendas, sign-in sheets, meeting minutes, and other meeting materials	\$11,000.00
	Disbursement request #12		6/30/2025		\$103,500.00

	Description	Expected Start Date	Expected Completion Date	Deliverables (if applicable)	Request for STEP Funds
Task 1	Proposal administration	7/1/2025	9/30/2025	Quarterly status reports, including project updates, data collected, meeting agendas and notes, and other info requested as part of quarterly reports	\$0
Task 2.1	Convene Shuttle Project Committee	7/1/2025	9/30/2025	Documentation of meetings, which may include agendas, sign-in sheets, meeting minutes, and other meeting materials	\$3,600.00
Task 2.4	Shuttle Marketing and Outreach	7/1/2025	9/30/2025	Marketing and Outreach Collateral, engagement metrics	\$4,000.00
Task 3.1	Convene the CBTP Infrastructure Project Committee	7/1/2025	9/30/2025	Documentation of meetings, which may include agendas, sign-in sheets, meeting minutes, and other meeting materials	\$0 (covered by resource contribution)
Task 4.1	Convene the Workforce Development Project Committee	7/1/2025	9/30/2025	Documentation of meetings, which may include agendas, sign-in sheets, meeting minutes, and other meeting materials	\$10,000.00

\$103,500.00		9/30/2025		Disbursement request #13	
\$11,000.00	Documentation of meetings, which may include agendas, sign-in sheets, meeting minutes, and other meeting materials	9/30/2025	7/1/2025	Community Congress Quarterly Meeting	Task 6.2
\$5,500.00	Enrollment logs, Engagement Report	9/30/2025	7/1/2025	Deploy Youth Champions	Task 5.5
\$3,000.00	Project Collateral	9/30/2025	7/1/2025	Conduct outreach, engagement and marketing to publicize TRC	Task 5.4
\$15,000.00	TRC Liaison activities completed report	9/30/2025	7/1/2025	Deploy Transportation Liaison	Task 5.3
\$1,400.00	Documentation of meetings, which may include agendas, sign-in sheets, meeting minutes, and other meeting materials	9/30/2025	7/1/2025	Convene the Transportation Resource Center Project Committee	Task 5.1
\$5,000.00	Referral Lists	9/30/2025	7/1/2025	Referrals to CityDrive Class B license program	Task 4.4
\$10,000.00	Class completion certificates	9/30/2025	7/1/2025	Complete Driver Trainings	Task 4.3
\$35,000.00	Attendance sheets, Intake forms, Outreach collateral, Outreach and Training Program Report	9/30/2025	7/1/2025	Recruit and train local residents to be employed as drivers	Task 4.2

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Request for STEP Funds
Deliverables (if applicable)
Expected Completion Date
Expected Start Date
Description

Task 1	Proposal administration	10/1/2025	12/31/2025	Ouarterly status reports, including project updates, data collected, meeting agendas and notes, and other info requested as part of quarterly reports	\$0
Task 2.1	Convene Shuttle Project Committee	10/1/2025	12/31/2025	Documentation of meetings, which may include agendas, sign-in sheets, meeting minutes, and other meeting materials	\$3,600.00
Task 2.4	Shuttle Marketing and Outreach	10/1/2025	12/31/2025	Marketing and Outreach Collateral, engagement metrics	\$4,000.00
Task 3.1	Convene the CBTP Infrastructure Project Committee	10/1/2025	12/31/2025	Documentation of meetings, which may include agendas, sign-in sheets, meeting minutes, and other meeting materials	\$0 (covered by resource contribution)
Task 4.1	Convene the Workforce Development Project Committee	10/1/2025	12/31/2025	Documentation of meetings, which may include agendas, sign-in sheets, meeting minutes, and other meeting materials	\$10,000.00
Task 4.2	Recruit and train local residents to be employed as drivers	10/1/2025	12/31/2025	Attendance sheets, Intake forms, Outreach collateral, Outreach and Training Program Report	\$35,000.00
Task 4.3	Complete Driver Trainings	10/1/2025	12/31/2025	Class completion certificates	\$10,000.00
Task 4.4	Referrals to CityDrive Class B license program	10/1/2025	12/31/2025	12/31/2025 Referral Lists	\$5,000.00

Task 5.1	Convene the Transportation Resource Center Project Committee	10/1/2025	12/31/2025	Documentation of meetings, which may include agendas, sign-in sheets, meeting minutes, and other meeting materials	\$1,400.00
Task 5.3	Deploy Transportation Liaison	10/1/2025	12/31/2025	TRC Liaison activities completed report	\$15,000.00
Task 5.4	Conduct outreach, engagement and marketing to publicize TRC	10/1/2025	12/31/2025	Project Collateral	\$3,000.00
Task 5.5	Deploy Youth Champions	10/1/2025	12/31/2025	Enrollment logs, Engagement Report	\$5,500.00
Task 6.2	Community Congress Quarterly Meeting	10/1/2025	12/31/2025	Documentation of meetings, which may include agendas, sign-in sheets, meeting minutes, and other meeting materials	\$11,000.00
	Disbursement request #14		12/31/2025		\$103,500.00

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including project updates data		
3/15/2026 collected, meeting agendas and notes, and other info requested as part of quarterly reports	56	1/1/2026

\$5,000.00	Referral Lists	3/15/2026	1/1/2026	Referrals to CityDrive Class B license program	Task 4.4
\$10,000.00	Class completion certificates	3/15/2026	1/1/2026	Complete Driver Trainings	Task 4.3
\$35,000.00	Attendance sheets, Intake forms, Outreach collateral, Outreach and Training Program Report	3/15/2026	1/1/2026	Recruit and train local residents to be employed as drivers	Task 4.2
\$10,000.00	Documentation of meetings, which may include agendas, sign-in sheets, meeting minutes, and other meeting materials	3/15/2026	1/1/2026	Convene the Workforce Development Project Committee	Task 4.1
\$0 (covered by resource contribution)	Documentation may include records of outreach, planning & design documentation, site photos, and record of project completion and closeout.	3/15/2026	6/1/2022	Complete design and construction of two rapidrectangular flashing beacons and up to nine pedestrian bulb-out projects	Task 3.3
\$0 (covered by resource contribution)	Documentation of meetings, which may include agendas, sign-in sheets, meeting minutes, and other meeting materials	3/15/2026	1/1/2026	Convene the CBTP Infrastructure Project Committee	Task 3.1
\$4,000.00	Marketing and Outreach Collateral, engagement metrics	3/15/2026	1/1/2026	Shuttle Marketing and Outreach	Task 2.4
\$3,600.00	Documentation of meetings, which may include agendas, sign-in sheets, meeting minutes, and other meeting materials	3/15/2026	1/1/2026	Convene Shuttle Project Committee	Task 2.1

Task 5.1	Convene the Transportation Resource Center Project Committee	1/1/2026	3/15/2026	Documentation of meetings, which may include agendas, sign-in sheets, meeting minutes, and other meeting materials	\$1,400.00
Task 5.3	Deploy Transportation Liaison	1/1/2026	3/15/2026	TRC Liaison activities completed report	\$15,000.00
Task 5.4	Conduct outreach, engagement and marketing to publicize TRC	1/1/2026	3/15/2026	3/15/2026 Project Collateral	\$3,000.00
Task 5.5	Deploy Youth Champions	1/1/2026	3/15/2026	Enrollment logs, Engagement Report	\$5,500.00
Task 6.2	Community Congress Quarterly Meeting	1/1/2026	3/15/2026	Documentation of meetings, which may include agendas, sign-in sheets, meeting minutes, and other meeting materials	\$11,000.00
	Disbursement request #15 (Advance Payment)		3/15/2026		\$103,500.00

#### **EXHIBIT B**

#### Attachment IV - Key Project Personnel

Grantee: San Francisco Municipal Transportation Agency Project: Our Community, Our Shuttle: Bayview-Hunters Point Equitable Mobility

Grant Number: STEP-IG-04

Role and Name of	Personnel Name	
Entity	and Title	Expected Duties
Grantee	Robert Lim	Grant Program Manager
		Chair of Steering Committee
San Francisco	Project Manager	Community Shuttle Program Manager
Municipal		Transportation Resource Center Program
Transportation		Manager
Agency	Christopher Kidd	Subgrantee Liaison
		Community Planning Process Lead
	Transportation	Community Congress Program Manager
	Planner III	Bayview CBTP Implementation Program
		Manager
	Mark Lui	Grant Administration
	D	Invoicing & Reporting
	Principal	
	Administrative	
	Analyst Maia Moran	Project Planner
		Froject Flanner 
	Planner I	
Subgrantee	Jackie Flin	Participate in Steering Committee
		Chair the Workforce Development
A. Philip Randolph	Executive Director	Committee
Institute San		Submit progress reports to the
Francisco		Community Congress
Code constant	DIDoods	Workforce Development Program
Subgrantee	DJ Brookter	Workforce Development Program
Young Community	Executive Director	
Developers		
Subgrantee	Michael Wong	Participate in the Steering Committee.
-		Chair the Transportation Resource Center
Community Youth	Program Director	Project Committee. Lead Transportation
Center		Resource Center implementation.
		Community Shuttle Outreach &
		Engagement with the Asian American
		community.
		Chinese language outreach,

Role and Name of	Personnel Name	
Entity	and Title	Expected Duties
		interpretation, and facilitation
Subgrantee	Dalila Adofo	Participate in the Steering Committee
		Chair the Community Congress
Bayview Hunters	Project Manager	Committee
Point Community	Michelle Pierce	Facilitate quarterly Community Congress
Advocates		meetings
	Executive Director	Facilitate dispute resolution process
	Tony Kelly	
	Davidanana	
	Development Director	
Cula aura unta a		Carrage value Charattle Outre and 9
Subgrantee	Arsalan Khan	Community Shuttle Outreach & Engagement
Mission	Associate Director	Spanish language outreach,
Neighborhood	Associate Director	interpretation, and facilitation
Centers		interpretation, and racintation
Subgrantee	Roslyn Bell	Community Shuttle Outreach &
	,	Engagement
Hunters Point	Office Manager	Youth outreach and facilitation
Family	_	
Subgrantee	Anietie Ekanem	Community Shuttle Outreach &
		Engagement
Social Niche Guru	Chief Solutions	Online outreach and facilitation
C 1	Guru	T
Subgrantee	Ruth Barajas	Transportation Resource Center outreach
Ray Araa	Director of	for youth and affordable housing sites
Bay Area Community	Workforce,	
Resources	Education and	
Resources	Reentry Services	
Subgrantee	Jeffrey Mori	Workforce Development Program
	,	Manager
Office of Economic	Senior 2	Oversight & reporting for training
& Workforce	Community	program conducted by APRI and YCD
Development	Development	
	Specialist	
Subgrantee	Ebon Glenn	Community Shuttle Outreach &
		Engagement
San Francisco	Director of	African American outreach and facilitation
African American	Operations	
Arts & Cultural		
District		

Entity and Title Expected Duties  Community Partner Gilkerson  Rafiki Coalition  Community  Expected Duties  Community Congress participation  Community	
Rafiki Coalition	
Community	
Outreach and	
Engagement	
Manager	
Community Partner   Tacing Parker   Community Congress participation	
Bayview YMCA Senior Executive	
Director	
Community Partner   Moira Dumo   Community Congress participation	
BMAGIC Program	
Coordinator	
Community Partner Dr. Veronica Community Congress participation	
Hunnicutt	
Hunters Point	
Shipyard Citizens   Chair	
Advisory	
Committee	
Community Partner   Joyce Young   Community Congress participation	
Wu Yee Child Regional Manager	
Development	
Center	
Community Partner   Emily Rogers-   Community Congress participation   Pharr	
Southeast	
Community Facility   Executive Director	
Commission	
Community Partner   Brian Stokle   Community Congress participation	
San Francisco Planner	
Department of	
Recreation & Parks	
Community Partner Earl Shaddix Community Congress participation	
Economic Executive Director	
Development on	
Third	
Community Partner Alyssa Jones- Community Congress participation	
Garner	

### San Francisco Municipal Transportation Agency STEP Implementation Grant Agreement

Role and Name of	Personnel Name	
Entity	and Title	Expected Duties
Social & Economic Justice Committee, SEIU 1021	Programs Director	
Community Partner	Chad White	Community Congress participation
Bayview Residents Improving Their Environment	Board Member	

### **EXHIBIT C**

### **GRANTEE PROPOSAL PACKAGE**

CARB will include selected sections of the Grantee's proposal package in this section.

# STEP Implementation Grant Proposal Template GRANT FRAMEWORK tab

Our Community, Our Shuttle: Bayview-Hunters Point Equitable Mobility	RESPONSES		The vision of this proposal is to co-create a project in service of the greater mobility of the Bayview-Hunters Point community, directly addressing mobility gaps for its most vulnerable residents. The institutional discrimination and disinvestment visited upon Bayview-Hunters Point for decades demands an intersectoral understanding of greater mobility: economic mobility, dignity during travel, control in mobility decisions, disproportionate benefit for the most vulnerable residents of the STEP community, and direct access to the community's most vital destinations. The project team for this proposal seeks to pave the way for an equitable transportation network through a people-first approach that is restorative and embedded within community context and culture. The project team envisions the following commitments:  - Increase mobility and choice for those most vulnerable to transportation challenges sustainable and accessible zero-emissions transportation alternatives, reduced greenhouse gas sustainable and accessible zero-emissions transportation alternatives, reduced greenhouse gas emissions, and greater access to critical community-serving destinations  - Seek to repair harm, incorporate restorative measures, and utilize lessons from the past to design a better future  - Deliver culturally relevant solutions that are embedded within community context  - Center community decision making and ownership of data through a Partnership Agreement that elevates community co-power  - Ensure investment and accountability from local leadership (in particular SFMTA) that parallels community contributions
Proposal name	INSTRUCTIONS	NOISION	Describe the vision for the STEP Community.
			1

PROJECTS AND STRATEGIE S	Project name (in order of priority for funding)  Bayview Community Shuttle	Associated strategy Shared Mobility	Describe how residents and other key stakeholders were involved in the identification of each strategy and project.  Developed during the Bayview Community Based Transportation Plan (Bayview CBTP) & D10 Mobility Study; with five contracted CBO partners, the Bayview CBTP engaged over 4,000 residents during a year's worth of public outreach activities, including: over 50 events; more than 300 staff hours in the community; more than 2,300 surveys, worksheets, and written comments; and a Participatory
			Budgeting exercise resulting in a public ballot for allocation of funds. Community shuttle proposal developed during Participatory Budgeting exercise in 2019.

_	Project #2	Bayview Pedestrian and Transit Safety and Accessibility Improvements (Bayview CBTP Implementation)	Active Transportation	Project ideas identified, developed, and prioritized by residents during Bayview CBTP; With five contracted CBO partners, the Bayview CBTP engaged over 4,000 residents during a year's worth of public outreach activities, including: over 50 events; more than 300 staff hours in the community; more than 2,300 surveys, worksheets, and written comments; and a Participatory Budgeting exercise resulting in a public ballot for allocation of funds. Project outreach is ongoing through the Livable Streets division (that implements complete streets projects) of SFMTA as preprations are made for project implementation.
	Project #3	Community Shuttle Workforce Development	Community Development	Identified during Bayview Community Based Transportation Plan; With five contracted CBO partners, the Bayview CBTP engaged over 4,000 residents during a year's worth of public outreach activities, including: over 50 events; more than 300 staff hours in the community; more than 2,300 surveys, worksheets, and written comments; and a Participatory Budgeting exercise resulting in a public ballot for allocation of funds.
	Project #4	Transportation Resource Center	Planning and Community Engagement	Identified with coalition of community partner organizations in pregrant proposal development meetings; partner organizations provide direct services to all identified hard-to-reach groups in the STEP community. Organizations participated in the Bayview CBTP (some as contracted partners) and some were involved in delivery of the now-shuttered Bayview Moves shuttle program.
_	Project #5	Community Congress	Planning and Community Engagement	Identified with coalition of community partner organizations in pregrant meetings; partner organizations provide direct outreach & engagement to all identified hard-to-reach groups in the STEP community. Organizations participated in the Bayview CBTP (some as contracted partners) and some were involved in delivery of the now-shuttered Bayview Moves shuttle program. The grant proposal development team collaborated with Greenlining Institute & Bayview environmental justice organizations to develop this project.

STEP
Implement
ation Grant
Proposal
Template
APPLICANT
S tab

10	Conflict of interest declaration
6	Organizatio nal readiness to conduct
4	Letter of Statement support of (attachm qualification ent)
3	Letter of support (attachm ent)
2	Roles and responsibiliti es
1	Type of entity
1	Name of entity
APPLICA NTS	

The SFMTA does not have a conflict of interest with the program of projects nor its proposed duty and roles within this application it is submitting.									
SFMTA is preparing staff through workshops on institutional and systemic racism and ongoing implicit bias trainings. Senior leadership has resourced the development of a Racial Equity Action Plan, and staff have adapted GARE's Racial Equity Toolkit for project assessment.									
The SFMTA is one of the largest transit providers in the United States. It also serves as a Department of Transportation and operator and administrator of Taxis and Accessible Services for the City of San Francisco. The SFMTA oversees a large and complex projects and has a robust planning and project delivery staff. It has capacity and has implemented pilot programs and innovative projects such as projects such as									
[STEP- SFMTA- LOS.pdf]									
SFMTA will act as program manager and project manager for the Community Shuttle program. SFMTA will also act as project manager and implementer for the Bayview CBTP Implementation project. SFMTA will work jointly with OEWD to manage the workforce development project. SFMTA will act as collaborative partner for the Transportation Resource Center and Community Congress projects.									
Local government									
San Francisco Municipal Transportation Agency (SFMTA)									
Lead Applicant									

the Quick-Build Program implementing safety treatments for bicyclists and pedestrians and	the Muni Forward program implementing faster and more effective transit	service in San Francisco. It has applied for and successfully implemented many grants and frequently	works with community residents. The program of projects proposed within this grant are within the SFMTA's ability to oversee and deliver. For more

about the SFMTA visit SFMTA.com.	The SFMTA led the Bayview	Community	Based Transportation	Plan, finalized	in February	2020, in paid	partnership	with five	community-	based	organizations	and a	compensated	15-member	Community	Steering	Committee. The	plan recently	won the	American	Planning	Association	California	Chapter Award	of Excellence in	the	Opportunity &	Empowerment

	10	Conflict of interest declaration
	6	Organizatio nal readiness to conduct equity work
category. The SFMTA will build upon this successful model of inclusive, community-centered planning to effectively manage the broad coalition of sub-applicants and community grant.	∞	Statement of qualification s
	7	Letter of support (attachm ent)
	9	Roles and responsibiliti es
	2	Type of entity
	2	Name of entity

a APRI does not have any foreseen to conflicts that have the potential to impact the ability to fulfill the duties of a STEP subgrantee.																																	
The A. Philip	Randolph	Institute San	Francisco	understands	the	importance of	equity-based	work and its	relevance in a	historically	disenfranchise	d community	like Bayview	Hunters Point.	They	acknowledge	the history of	under-	investing in	educational	and	employment	opportunities	and the impact	it has on low-	income	communities.	APRI programs	are designed	to target	unemployed or	underemploye	d Bayview
The A. Philip	Randolph	Institute San	Francisco is an	alliance of the	labor and civil	rights	movements,	fighting for	racial equality	and economic	justice. As a	senior	constituency	group of the	American	Federation of	Labor and	Congress of	Industrial	Organizations	(AFL-CIO), they	recognize labor	as a diverse and	inclusive family	of working	people. APRI	has over a	decade of	experience	delivering	workforce	development	services to the
																[STEP-APRI-	LoS.pdf]																
The A. Philip	Randolph	Institute San	Francisco	participated in	the	development of	the application,	including the	Vision	Statement and	the Partnership	Structure. APRI	will be the Lead	Implementer for	the workforce	development	project in	coordination	with the City of	San Francisco	CityDrive	program. APRI	will facilitate the	Project	Committee for	workforce	development	and will	participate in	the Community	Congress. APRI	will provide	additional
																Community-based	organization																
															A. Philip	Randolph	Institute San	Francisco (APRI)															
															ان ک	Sub-	applicalit #1	- ‡															

	outreach and	Bayview-	Hunters Point	
	engagement	Hunters Point	residents and	
	support for the	community.	those in need	
	Community	Over the last 10	of a	
	Shuttle service	years, APRI has	sustainable	
	planning and	established	career	
	marketing.	long-standing	pathway,	
		relationships	including those	
		with a network	that may face	
		of community-	multiple	
		based	barriers to	
		organizations,	employment.	
		service	APRI offers	
		providers,	support	
		community	services that	
		leaders and	provides wrap-	
		residents that	around	
		support efforts	services that	
		to perform	extend beyond	
		effective	hard skill	
		targeted	development	
		outreach. APRI	and assist in	
		improves	the client's	
		access to	overall	
		sustainable	program	
		career paths	success.	
		and provides	Furthermore,	
		support	APRI has	
		services to	developed a	
		ensure client	team of	
		success. APRI	personnel with	
		has a	the	
		developed a	professional	
		team of staff	expertise and	

	with tenure,	experience	
	compassion	working with	
	and cultural	low-income	
	competence to	families in	
	deliver career	Bayview	
	development	Hunters Point.	
	services to		
	jobseekers that		
	may face		
	multiple		
	barriers to		
	employment.		
	Programs are		
	designed to		
	build high-		
	quality		
	personnel with		
	support		
	services that		
	offer each		
	client an		
	opportunity to		
	reach their		
	personal and		
	professional		
	goals.		
	APRI was one of		
	19 interviews		
	with		
	community		
	leaders &		
	elders that		
	shaped the		
	Bayview CBTP		

	YCD acknowledges no conflict of interest regarding the grant terms and conditions as presented by CARB.
	yCD is committed to diversity and to maintaining an inclusive environment with equitable treatment for all. YCD specifically works to dismantle any inequities observed in policies, programs, and services, as
approach.	YCD brings decades of experience delivering job readiness training programs for youth, young adults and adults. In addition to providing industry certifications, YCD enriches all participants
	[STEP-YCD- LoS.pdf]
	Young Community Developers participated in the development of the application, including the Vision Statement and the Partnership Structure. YCD will oversee workforce development training for the Transportation
	Community-based organization
	Young Community Developers (YCD)
	Sub- applicant #2

	CYC Bayview Office's purpose is to provide opportunities to learn and receive guidance from stakeholders, activists and mentors from the community on a local, state and national level and to develop leadership,
exploring potential underlying, unquestioned assumptions that interfere with inclusiveness.	CYC Bayview Office is designed around community and leadership development approach that promotes lifelong learning and self-advocacy skills. Given the history and treatment of minorities in
training in Teamwork, Group Cooperation, Time Management, Effective Communication s, and Conflict Management. YCD participated in the Bayview CBTP during the Participatory Budgeting exercise.	Since 1970, Community Youth Center of San Francisco has demonstrated successfully implemented projects similar in scope or size. For example, the Seismic Safety Outreach Program, which is funded by the City of San
	[STEP-CYC- LoS.pdf]
staffing. YCD will serve on the Workforce Development project committee.	Community Youth Center participated in the development of the application, including the Vision Statement and the Partnership Structure. CYC will be the Lead Implementer for the Transportation Resource
	Community-based organization
	Community Youth Center (CYC)
	Sub- applicant #3

	Center. They will	Francisco,	the U.S. that	organizing and
	racilitate the Project	reacnes over 70,000	understanding of institutional	advocacy skills that will enable
	Committee for	residents	racism, power	the residents to
	this project, and	citywide,	dynamics, and	empower
	will participate	especially those	systems of	themselves and
	actively in the	with significant	change and	their
	Community	linguistic,	how their own	communities.
	Congress. CYC	social, and	community	CYC declares no
	will provide	economic	residents have	conflict of
	outreach,	needs, with	been impacted	interest with
	translation, and	increased	by historical	the potential to
	interpretation	education and	inequities to	impact its ability
	assistance for	awareness of	be recognized	to fulfill the
	work with	the need to	as an	duties of a STEP
	Chinese-	prepare for a	important	grantee or sub-
	speaking	disaster and its	factor	grantee.
	populations.	aftermath.	influencing the	
			life chances of	
		CYC was one of	the	
		the paid	community's	
		community	young people	
		partners that	and	
		worked with	acknowledged	
		the SFMTA on	in most	
		the Bayview	aspects of	
		CBTP. In	CYC's	
		particular, CYC	programming	
		assisted in	and activities.	
		reaching youth,		
		seniors, and the		
		chinese-		
		langauge		
		community.		

	Bayview Advocates has no conflicts of interest that have the potential to impact the ability to fulfill the duties of a STEP Subgrantee.
	The Community Council program prepares and empowers residents to take on significant roles in planning for a healthier community. T his year alone, the Advocates and Council have accomplished important work in developing safe-sleeping
CYC provided culturally-competent review of all Chinese translations.	Bayview Advocates' work connects grassroots organizing with policy reform and environmental, economic, and social justice. The Southeast Community Council, recently formed by Bayview Advocates, trains and employs neighborhood residents in participatory research
	[STEP- TheAdvocat es-LoS.pdf]
	Bayview Advocates participated in the development of the application, including the Vision Statement and the Partnership Structure. Bayview Advocates will convene the Community Congress and act as a dispute resolution partner throughout grant implementation.
	Community-based organization
	Bayview Hunters Point Community Advocates (Bayview Advocates)
	Sub- applicant #4

encampments, COVID-19 testing outreach, and	food access and security.																					
community empowerment. The Council's work builds	knowledge and power in	Bayview- Hunters Point	regarding	environmental,	land use, and	economic	development	decisions.	Bayview	Advocates was	a regular	contributor to	the Bayview	CBTP, in	particular	through the	regular	presentations	to the Bayview	Environmental	Justice Task	Force.

MNCSF is fully staffed and has a familiarity and commitment to the program. MNCSF do not foresee any potential impacts in their ability to participate.
delivers culturally sensitive, multi- generational, community- based services focused on low-income families. They develop and promote skills that empower families to build strong, healthy and vibrant neighborhoods a . MNCSF clients are predominantly Latino, African American and South Sea Islander families living in San Francisco's Mission, Excelsior,
Mission Neighborhood Centers serves over 3000 low- income seniors, youth and families with young children at 11 sites throughout San Francisco. With a legacy dating back over 100 years, their guiding principles remain the same: empowerment, cultural affirmation and personal responsibility. MNCSF provides a continuum of educational programs and social services to the community populations most in need.
[STEP- MNCSF- LOS.pdf]
MNCSF participa ted in the development of the application, including the Vision Statement and the Partnership Structure. MNCS F will act as an outreach & engagement team member, with a focus on Latinx residents. MNCS F will provide interpretation services on an as-needed basis for events and meetings.
Community-based organization
Mission Neighborhood Centers (MNCSF)
Sub- applicant #5

and Bayview Districts.				
Centro is the local branch of Mission Neighborhood Centers that exclusively serves Latinx	ramilies residing in the STEP community. Bayview El	Centro was one of the paid community partners that worked with	the SFMTA on the Bayview CBTP. In particular, Bayview El Centro assisted in reaching	families in the Latinx community. Bayview El Centro provided culturally-competent review of all

	_														
	Hunters Point Family has no conflicts of interest in the delivery and implementation of the STEP grant projects proposed.														
	Empowering young people to become the wise, compassionate and powerful leaders needed to transform San Francisco's long-troubled Bayview-Hunters Point neighborhoods has always been the primary goal of Hunters Point family. Their distinctive family-based program model and Afrocentric														
Spanish translations.	Hunters Point Family was founded in 1997 to provide support services to African American youth and families living in San Francisco's Bayview- Hunters Point community. Using the transformative power of love, passion, determination and a sense of community, Hunters Point Family reshapes the lives of														
	[STEP-HPF- LoS.pdf]														
	Hunters Point Family participat ed in the development of the application, including the Vision Statement and the Partnership Structure. Hunte rs Point Family will act as an outreach & engagement team member, with a focus on senior reside nts.														
	Community-based organization														
	Hunters Point Family (HPF)														
	Sub- applicant #6														

specifically designed to strengthen youth and help them realize	and achieve their full	potential.																							
vulnerable members into its most valued. Programs develop youth	leadership, environmental	stewardship and workforce	participation in San Francisco's	Bayview,	Hunters Point,	downtown,	Tenderloin, Mission and	SOMA districts.	By creating ties	of community	and	intergeneration	al support, HPF	helps children	and families	disrupt the	cycle of	generational	poverty and	lead meaningful	lives. Their	approach uses	the Afrocentric	principles of	interconnectivit

y, love, and	holding their	close for	transformative	change in a	caring, close	knit, family	structure. With	the support of	dedicated staff,	thousands of	vulnerable	youth and	young adults	are finding their	best selves,	living their	dreams and	becoming	productive,	self-sustaining	members of a	vibrant	community.	Hunters Point	Family was one	of the paid	community	partners that	worked with	the SFMTA on	the Bayview	CBTP. In

	Social Niche Guru and OneBayvie w have no conflict of interest regarding grant terms and implementation
	Social Niche Guru through OneBayview advance equity through their work in social impact. Specifically, OneBayview program connects neighbors to what is good in their community. They do this through their newsletter,
particular, Hunters Point Family assisted in reaching youth, public- housing residents, and members of the Black community.	Social Niche Guru is a consulting firm that provides integrated marketing, campaign management, and community engagement since 2011 to civic organizations and governments and social impact focused firms.
	[STEP- OneBayvie w-LoS.pdf]
	SNG participated in the development of the application, including the Vision Statement and the Partnership Structure. SNG will act as an outreach & engagement team member, with a focus on online engagement.
	Consulting firm
	Social Niche Guru (SNG)
	Sub- applicant #7

website, and online webinar	series. A great	example is the launch of their	online webinar	series,	OneBayview	Speaks: Covid	Conversations	for Community	which	connects	neighbors with	an emphasis	on Black and	Brown	residents with	needed	resources.														
OneBayview is a long-term	resource in the	community that	by SNG in 2016.	OneBayview	connects	neighbors with	what is good in	the	neighborhood	through its	website, its	newsletter	"OneBayview	Insider" that	goes out to	thousands; and	its webinar	series,	"OneBayview	Speaks." SNG	engages	neighbors	through online	and in-person	(pre-Covid)	events with a	special	emphasis on	communities of	color. SNG has	done

community outreach on several	programs including the	new building at	50 Evans	ough the	oUC and	rked with	SF Faith	Coalition to	galvanize them	their work	with the San	Francisco	partment of	Public Health.	During the	yview CBTP,	MTA	rticipated in	multiple online	community	forum	discussions	hosted by	OneBayview.
cor out	pro	nev	15	thr	SFF	<u>ow</u>	the	Ö	gal	int	wit	Fra	De	Pul	Du	Bay	SFI SFI	par	nw	cor	for	dis	hos	On

<u>o</u> <u>o</u>
There is no conflict of interest on the part of BACR, relative to submitting this proposal.
There is no conflict of interest on part of BAC relative to submitting proposal.
BACR's equity work exists on two levels. Externally, BACR believes in the power of the communities they serve. Services are delivered in partnership with residents and local, indigenous organizations. BACR uses its size and geographic spread to access and redistribute resources locally. Internally, BACR has an active racial equity committee that is moving the organization from a diversity and
BACR is a multiservice agency with an emphasis on mobilizing and supporting communities toward sustainability via workforce development and economic advancement. One of their San Francisco projects is the Hope SF youth leadership program, Hope SF Champions, through which 12 young people are trained, supported and paid community ambassadors, representing the housing development where they live, ensuring their community has
[STEP- BACR- LoS.pdf]
BACR participate d in the development of the application, including the Vision Statement and the Partnership Structure. BACR will act as an outreach & engagement team member, with a focus on youth. BACR will place youth Transportation Resource Center ambassadors, trained through YCD, at HOPESF sites. BACR will serve on the Workforce Development project committee.
Community-based organization
Bay Area Community Resources (BACR)
Sub- applicant #8

	The Office of Economic and Workforce Development does not have any conflicts of interest.
inclusion approach to an anti-racist action strategy.	San Francisco's vulnerable communities experience disproportiona te employment rates due to many socioeconomic factors that are symptoms of institutional racism.  OEWD's workforce system is designed to target and
access to resources and opportunities. BACR has over 20 years experience leading outreach campaigns, specifically led by the communities for which the outreach work is being done.	The Office of Economic and Workforce Development (OEWD) currently has 64 workforce programs in five different industries. They currently operate CityDrive, a program that trains individuals to become bus drivers, and have placed
	[STEP- OEWD- LoS.pdf]
	OEWD participat ed in the development of the application, including the Vision Statement and the Partnership Structure. OEW D manages the CityDrive program, which will house the Workforce Development project. OEWD will serve on the Workforce
	Govenment Agency
	Office of Economic & Workforce Development (O EWD)
	Sub- applicant #9

	The San Francisco African American Arts & Cultural District does not have a conflict of interest in regards to this project.
uplift the most vulnerable through workforce training programs that provide wraparound support.	The Bayview, a once majority African American community, is becoming increasingly diverse with 33% African American, 32% Asian, 18% Latino, and 13% White households. SF AACD is dedicating to protecting and uplifting Africa n American residents & businesses.
over 125 participants to union driving positions.	The SFAAACD has been dedicated towards developing a neighborhoodbased communication s infrastructure, and promotion of the Cultural District through traditional and social media to promote local businesses, events, programs and initiatives that support the mission and vision of the Cultural District.
	[STEP- SFAAACD- LoS.pdf]
project committee.	SFAAACD partici pated in the development of the application, including the Vision Statement and the Partnership Structure. SFAAACD will act as an outreach & engagement team member, with a focus on online engagement and the business community.
	Community-based organization
	San Francisco African American Arts & Cultural District (SFAAACD)
	Sub- applicant #10

COMMUNITY PARTNERS	11	11	12	13
	Name of entity	Type of entity	Roles and responsibilities	Letter of support (attachment)
Community Partner #1	Rafiki Coalition	Community-based organization	Rafiki Coalition will serve as a voting member of the Community Congress, which will be empowered as the oversight and decisionmaking body for grant implementation. Through the Community Congress, Rafiki Coalition will direct the outreach and engagement process to finalize community shuttle service plan details.	[STEP-Rafiki- LoS.pdf]
Community Partner #2	Bayview YMCA	Community-based organization	Bayview YMCA will serve as a voting member of the Community Congress, which will be empowered as the oversight and decisionmaking body for grant implementation. Through the Community Congress, Bayview YMCA will direct the outreach and engagement process to finalize community shuttle service plan details.	[STEP-TheY- LoS.pdf]
Community Partner #3	BMAGIC	Community-based organization	BMAGIC will serve as a voting member of the Community Congress, which will be empowered as the oversight and decisionmaking body for grant implementation. Through the Community Congress, BMAGIC will direct the outreach and engagement process to finalize community shuttle service plan details.	[STEP-BMAGIC- LoS.pdf]

Community Partner #4	Hunters Point Shipyard Citizens Advisory Committee (Shipyard CAC)	Community-based organization	Shipyard CAC will serve as a voting member of the Community Congress, which will be empowered as the oversight and decisionmaking body for grant implementation.  Through the Community Congress, Shipyard CAC will direct the outreach and engagement process to finalize community shuttle service plan details.	[STEP-HPSCAC- LoS.pdf]
Community Partner #5	Wu Yee Child Development Center	Community-based organization	Wu Yee Child Development Center will serve as a voting member of the Community Congress, which will be empowered as the oversight and decision-making body for grant implementation. Through the Community Congress, Wu Yee Child Development Center will direct the outreach and engagement process to finalize community shuttle service plan details.	[STEP-WuYee- LoS.pdf]
Community Partner #6	Southeast Community Facility Commission (SECFC)	Community-based organization	SECFC will serve as a voting member of the Community Congress, which will be empowered as the oversight and decisionmaking body for grant implementation. Through the Community Congress, SECFC will direct the outreach and engagement process to finalize community shuttle service plan details.	[STEP-SECFC- LoS.pdf]
Community Partner #7	San Francisco Department of Recreation & Parks (RPD)	Govenment Agency	A representative from the India Basin Shoreline Park leadership committee, an equity-focused working group convened by RPD, will serve as a voting member of the Community Congress, which will be empowered as the oversight and decision- making body for grant implementation. Through the Community Congress, this representative will direct the outreach and	[STEP- RecandParks- LoS.pdf]

	[STEP-EDOT- LoS.pdf]	[STEP-SEJ-LoS.pdf]	[STEP-BRITE- LoS.pdf]
engagement process to finalize community shuttle service plan details.	EDOT will serve as a voting member of the Community Congress, which will be empowered as the oversight and decisionmaking body for grant implementation.  Through the Community Congress, EDoT will direct the outreach and engagement process to finalize community shuttle service plan details.	SEJ will serve as a voting member of the Community Congress, which will be empowered as the oversight and decisionmaking body for grant implementation.  Through the Community Congress, SEJ will direct the outreach and engagement process to finalize community shuttle service plan details.	BRITE will serve as a voting member of the Community Congress, which will be empowered as the oversight and decisionmaking body for grant implementation.  Through the Community Congress, BRITE will direct the outreach and engagement process to finalize community shuttle service plan details.
	Community-based organization	Community-based organization	Community-based organization
	Economic Development on Third (EDoT)	Social & Economic Jusitce (SEJ) Committee, SEIU 1021	Bayview Residents Improving Their Environment (BRITE)
	Community Partner #8	Community Partner #9	Community Partner #10

### STEP Implementation Grant Proposal Template PARTNERSHIP STRUCTURE tab

## INSTRUCTIONS

	ROLES AND RESPONSIBILITIES	
14	Describe how the Lead Applicant's and Sub-applicants' roles and responsibilities (identified in the APPLICANTS tab) complement each other.	The partnership for this proposal is truly collaborative and built on a foundation of community co-power. The SFMTA, as lead applicant, will provide the technical expertise, procurement power, and institutional strength to amplify sub-applicant partners. Sub-applicants and community partners will provide the on-the-ground presence and community-based know-how to ensure engagement, outreach, and education reaches deeply and effectively within the community. The City of San Francisco CityDrive Workforce Development Program, partnering with local CBOs, will provide a local employment pipeline to the Bayview Community Shuttle program with opportunities for participants to transition into sustainable clean transportation jobs. The integration of the Community Congress as an oversight and decision-making body will ensure accountability and build community capacity for sustained transportation advocacy.
		The SFMTA and community partners have developed a draft Partnership Agreement (included in the grant application package: [STEP_Grant_Partnership_Structure.pdf]), which will be finalized if this grant is successful. The draft Partnership Agreement seeks to codify a collaborative co-power agreement between the SFMTA and all of the community partners, ensuring community control and decision-making power lies ultimately in the hands of community partners and the residents of the STEP community.

	GOVERNANCE AND DECISION- MAKING	
15	Describe the governance and decision-making structure of the partnership. Include the process for handling disputes and the process for changing, adding, or removing partners.	The overall project will be governed by a Steering Committee, charged with implementation coordination, reporting to CARB, approving all changes to partners & scope, and dispute resolution.  Project Committees, convened by the implementer of each listed project, are charged with implementation for each project, with decisions vetted through the Community Congress. SFMTA will convene the Community Shuttle Comittee and the Bayview CBTP Implementation Committee; OEWD will convene the Workforce Development Committee; CYC will convene the Transportation Resource Center Committee; and SNG will convene an overarching Communications Committee to ensure coordination across projects. Each Project Committee will be made up of sub-applicants, Community Partners, and appointed & compensated residents/stakeholders.  The Community Congress, facilitated by sub-applicant Bayview Advocates, is a compensated body made up of Community Partner representatives and appointed residents/stakeholders. The Community Congress will be the decision-making body for key elements of project implementation. To change, add, or remove partners, proposals must be brought to the Community Congress through a Mandatory Consultation process, with the Steering Committee making final decisions. For disputes, the Steering Committee and the Committee making final decisions. For disputes, the Steering Committee and the Community Congress facilitator will convene with the disputing parties; where conflict of interest is involved, a third party mediator will be engaged. The SFMTA, sub-applicants, and community partners jointly collaborated on a draft Partnership Agreemen, attachment [STEP_Grant_Partnership_Structure.pdf]. This draft Partnership Agreement statchment in collaboration with the Greenlining Institute.

16	Describe how the governance and decision-making structure centers the voices of Community Partners and other community residents and key stakeholders.	The SFMTA has a strong history of community-centered decision making in the STEP community, including a Community Steering Committee for the Bayview CBTP. Members of the community will be able to serve on the Steering Committee, individual Project Committees, or in the Community Congress. At the start of the project, the Community Congress will establish a nomination process for filling seats designated for residents & other local stakeholders. The Community Congress will be the center of community voice and community accountability, with all major project decisions going through that body. The Community Congress will also drive the engagement process for community shuttle service plan development. Residents serving as a member on any committee, or on the Community Congress, will be offered compensation for their participation.
17	Describe the role of online or in-person public meetings in the governance and decision-making structure. Include the frequency of meetings, the minimum number of public meetings that will be held, and how meeting agendas and notes will be posted for public access.	All meetings will be open to the public, and meetings of the Steering Committee will follow Brown Act requirements. Steering Committee meetings will be held bi-annually, Community Congress meetings will be held monthly during the first year and bi-monthly in years 2-4, and Project Committee meetings will be held monthly or quarterly (by project). Community Congress and Project Committee meetings will be held in the Bayview-Hunters Point Community in locations accessible by public transit. Agendas and notes will be posted to the project website and shared through Community Partner communication channels. Meetings will be held online while COVID-related precautions require it; in-person meetings are preferred to better lower barriers to entry for hard-to-reach populations.
18	Describe how Applicants will report back to and seek feedback from the community about how input is being incorporated into project development and implementation.	The Community Congress will function as the primary reporting and feedback mechanism with the community. In addition to public comment at Community Congress meetings, the Community Congress themselves will determine what additional feedback mechanisms are needed to ensure the community voice is represented and respected in project development and implementation. On a project-by-project basis, additional outreach will be scheduled with Community-Based Organizations at their regularly-held meetings to limit community burnout and ensure broad and deep representation in community input. The Bayview Community Shuttle project, in particular, will include a robust engagement process with multiple Community Partners to finalize service plan details prior to implementation.

	LEGAL STRUCTURE	
19	Describe the legal structure of the partnership. Include who is contracting with whom and confirmation that the Lead Applicant will assume liability for the proposed projects if selected.	The Lead Applicant, SFMTA will assume liability for funded projects if selected. Co-applicants will be contracted with the SFMTA through separate Professional Services Agreements. Additional scope details, legal requirements, insurance requirements, and other special terms and conditions will be determined at a later date following the awarding of the STEP grant.

	FINANCIAL STRUCTURE	
	Describe the financial structure of the	The Lead Applicant, SFMTA, will contract separately with each sub-applicant.
	partnership Include the process the	Community partners may be subcontracted to sub-applicants, according to
	Lead Applicant will use to pay Sub-	prior agreement conducted during the Grant Agreement process. Sub-
20	applicant and Committy Dathors and	applicants will submit monthly invoices to SFMTA for processing and
		payment. SFMTA commits to expedited payment to lessen the burden placed
	the subcontractor procurement	on community partners and sub-applicants that have little capacity for
	process, II applicable.	carrying costs.

The partnership structure seeks to devolve substantial decision-making power to both the Community Congress and the Project Committees. The Community Congress and the Project Committees. The Community Congress, in addition to acting as a community-based decision-making body, will also serve as a capacity-building resource within the community to increase the knowledge base and transportation-literacy of residents and community partners, strengthening their ability to advocate effectively within the project Committees. The community power and transportation-literacy of residents and community partners, strengthening their ability to advocate		EQUITY	
	<u> </u>	ucture	The partnership structure seeks to devolve substantial decision-making power to both the Community Congress and the Project Committees. The Community Congress, in addition to acting as a community-based decision-making body, will also serve as a capacity-building resource within the community to increase the knowledge base and transportation-literacy of residents and community partners, strengthening their ability to advocate effectively within the project and with SFMTA in general.

# STEP Implementation Grant Proposal Template PROPOSAL THRESHOLDS & CRITERIA tab

## INSTRUCTIONS

RESPONSES

		[BayviewSTEP_Map.pdf, STEP_Map_Package folder]
STEP COMMUNITY	Submit a map shapefile that identifies the STEP Community boundary, tentative project locations, and benefiting disadvantaged community census tracts. Write the	file name in the box to the right.
	1 (attach ment)	

drive alone for work, 12% carpool, 28% take public transit, and 1% bike; this drive-Injury Network; almost all of these high-injury streets are located on major transit highest concentrations of very-low-income households in HOPESF sites are on the households in the STEP community earn less than \$30,000 a year; a stark contrast Created in 2005, HOPESF is a cross-sector initiative to rehabilitate and restore San Bayview-Hunters Point make less than \$35,000 a year and 42% of households live Island language and 20% speaking Spanish. Youth under 19 make up 24.6% of the households in the most disadvantaged census tracts in the STEP community, 49% alone mode share is much higher than San Francisco at-large, reflecting the lower two eastern peninsulas in the STEP community, furthest from access to the Muni population and 5.6% of the population is over the age of 75. 34% of residents in Francisco's distressed public housing stock. HOPESF sites in the STEP Community African American, 38% Asian, and 24% Hispanic/Latinx. 15.4% of households are competitiveness of existing transit service versus driving in the STEP community. Key destinations within the STEP community include the 3rd Street corridor, the while preserving housing for legacy residents without increasign their rent. The limited English speaking, with 79% of LEP households speaking an Asian/Pacific 48% of the STEP community identify as male and 52% female. 26% are Black or 21% of residents do not own a car, with the highest concentrations of car-free housing, which has suffered from decades of disinvestment and poor services. corridors with critical community destinations or in close proximity to HOPESF subsidize affordable housing, allowing for an increase in total affordable units Bayview-Hunters Point is home to approximately 1,500 units of legacy public rapid network and geographically isolated from thh rest of Bayview-Hunters 3.4 miles of streets in the STEP community are designated on the City's High redevelopment often increases density and uses market-rate units to crossbelow 200% of the federal poverty level. Almost half of African American have redeveloped housing with right-of-return for legacy residents; to a city with a median household income of \$96,265. affordable housing sites. mode share. Focus on demographics Community, including demographics vehicle ownership, travel patterns to key destinations, and transportation such as gender, race/ethnicity, age, Describe the residents of the STEP that are relevant to the community income level, languages spoken, vision and identified projects. 2

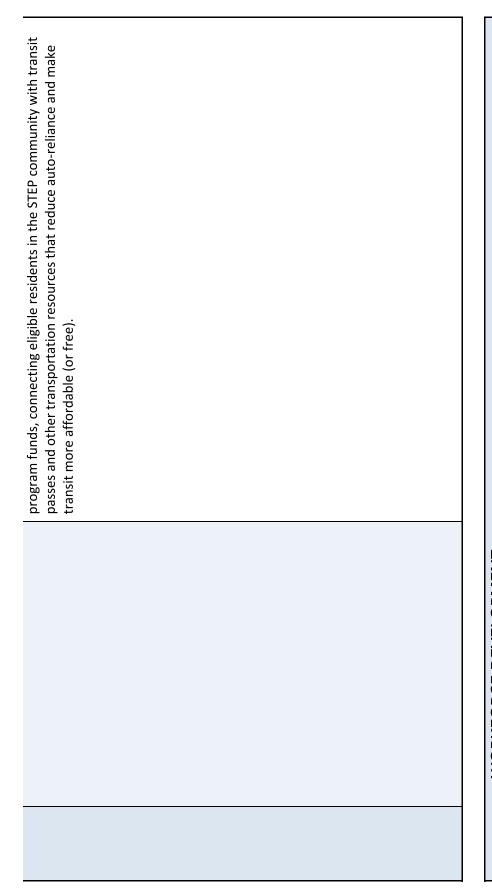
Southeast Community Facility, the Dr. George W. Davis Senior Center, and Foodsco (the only grocery store within the STEP community). Key destinations outside the STEP community include regional transit (both BART and Caltrain), grocery stores, and health services. Especially for the geographically-isolated residents of HOPESF affordable housing sites, access to many of these locations is only available by car.	

	Describe the clean transportation options that are currently available or	Eleven Muni lines serve Bayview-Hunters Point, including the T-Third light rail line and ten bus routes: 9-San Bruno, 9R-San Bruno, 19-Polk, 23-Monterey, 24-Divisadero, 29-Sunset, 44-O'Shaughnessy, 54-Felton, and 91-Owl. Muni will soon re-introduce the 15-Third bus line, which was discontinued when the T-Third was introduced in 2007 and has since been a point of community contention. Despite a comparatively high number of transit lines, the layout and geographical constraints of Bayview-Hunters Point limit the utility and effectiveness of fixed-route transit; this is reflected in Bayview-Hunters Point having a far higher SOV commute mode than San Francisco (49% vs 35%) and a lower transit commute mode (34% vs 28%).
ო	soon to be available to community residents, in particular those in disadvantaged community census tracts. Describe the quality (e.g., frequency, affordability, reliability) of these clean transportation options.	Reliable service is needed. Muni's T-Third rail has the lowest on-time performance of all SFMTA light rail lines (36% on-time, 2019). One third of Bayview-Hunters Point residents are enrolled in one of these four Muni Pass programs: 89% of seniors, 74% of youth, 58% of residents with a disability, and 58% of qualifying low-income residents are enrolled in associated Muni Pass programs.
		There are ten bike share stations in Bayview-Hunters Point. Only 7.6 of the 22.6 miles of bike network are rated comfortable for most adults and experienced children on the level of traffic stress scale. Bicycling, only 1% of commute mode share in Bayview-Hunters Point, is viewed contentiously within the community and is sometimes associated with gentrification pressures. Community preference is instead for pedestrian safety infrastructure, especially near the 3rd Street corridor.
4	For any project that is not located in the STEP Community, explain how the project is connected to and serves the STEP Community.	Bayview-Hunters Point is a geographically isolated food desert. The proposed community shuttle would serve locations outside of the STEP community largely for the purpose of connecting STEP Community residents to regional transit and other essential services not readily available within the community or via one-seat transit trips. This includes: 24th St BART, Bayshore & 22nd St Caltrain, other HOPESF affordable housing sites, SF General Hospital, and local supermarkets.

## **EXISTING PROJECTS AND PLANS**

	[STEP-SFPlanning-LoS.pdf]
Submit at least one letter from the city, county, or tribal government's Planning Department, Community Development Department, Environmental Director, or other similar department or body that has land use and housing authority. The letter must demonstrate how the proposed projects are aligned with the strategies, policies, and priorities identified in existing local and regional plans or that explains why the proposed strategies, policies, and plans in existing local and regional plans do not reflect the community's needs or priorities. If no local or regional plans exist, explain why. Write the file name in the box	to the right.
5 (attach ment)	

The STEP grant projects have been designed to maximize the benefit derived from process of being restored to open space (including Candlestick State Park, Heron's also facilitate reduced vehicle trips for the emerging housing development on the requested project in the community. The City of San Francisco is in the process of esources are difficult to access by residents in the STEP community; the Bayview would facilitate access to the planned return of the 15-Third express bus, a longfree options for these vulnerable residents. The Bayview Community Shuttle will imited parking availability; the Bayview Community Shuttle would facilitate carrebuilding and expanding their HOPESF affordable housing sites, many of which These projects are represented as local match resource contributions in Project critical community destinations. The waterfront of the STEP community is in the Transportation Resource Center leverages existing Lifeline Transportation Grant emerging district. The Workforce Development Program leverages the existing that would benefit from the current proposal. The Bayview Community Shuttle Head Park, and the upcoming India Basin Shoreline Park) but these open space potential projects that were identified, developed, and prioritized by residents. Bayview-Hunters Point is home to a wide range of ongoing and future projects epresents over \$4 million in committed infrastructure and operating projects. Hunters Point as the SF African American Arts & Cultural District; a community pedestrian access & safety on the High-Injury Network, two rapid-rectangular flashing beacon projects, nine pedestrian bulb-out projects, and the hiring of the Bayview CBTP projects, further enhancing safety, comfort, and acccess to shuttle to facilitate access from outside the STEP community will support this are in geographically isolated locations in the STEP community and built with waterfront at the Hunters Point Shipyard & Candlestick Park sites, with 3,900 units in the full build out being reserved for affordable housing. The Bayview investments. The City of San Francisco has recently designated all of Bayviewthree new Muni Transit Assistant Program (MTAP) staff to provide unarmed Community Based Transportation Plan (CBTP), adopted in February of 2020, safety on transit lines selected by residents of the STEP community. Beyond committed funding, the Bayview CBTP represents more than \$8.5 million in CityDrive program to facilitate Class B permits for Muni driver training. The #2: two Quick-Build corridor projects the redue travel lanes and improve Community Shuttle program will facilitate direct, car-free access to these existing projects that are the types of but are encouraged (lists in Appendix that are ineligible for STEP funding existing transportation or land use projects that are eligible for STEP funding and the types of projects Describe how proposed projects E). If the proposed STEP-funded projects do not connect to any support and are supported by orojects, explain why. 9



## **WORKFORCE DEVELOPMENT**

		The proposed Community Shuttle Workforce Development program will integrate
		with the City of San Francisco CityDrive program, run by the Office of Workforce
		& Economic Development, SFMTA, the Mayor's Office, and Teamsters Local 665.
	Describe how the proposed projects	CityDrive is an innovative new workforce program for residents of disadvantaged
	will contribute to workforce	communities to get certified for the Class B driver's license permit. Achieving the
	development in the climate and clean	Class B permit is the first step to high-quality jobs as drivers in clean
	transportation sectors, including how	transportation sectors – in particular, as Muni bus operators. By partnering with
	the projects will partner with	STEP community CBOs A. Philip Randolph Institute and Young Community
7	workforce development and training	Developers, the project will provide training and employment for Bayview
	programs with career pathways or	residents as shuttle drivers (at Teamster-equivalent wages),
	provide economic opportunities	professional/administrative staff, and as workers in the Transportation Resource
	through high-quality jobs for	Center.
	residents of the STEP Community. If	
	not applicable, explain why.	Additionally, the Transportation Resource Center project provides a workforce
		opportunity within the STEP community, specifically hiring and training Youth
		Champions through BACR to act as facilitators to transportation information and
		resources among fellow residents in HOPESF affordable housing sites.

	<b>DISPLACEMENT AND HOUSING</b>	
		A high proportion of vulnerable populations live in the STEP community, including
		Black, Indigenous, and people of color (BIPOC), youth, seniors, residents with
		disabilities, low-income households, and BIPOC small business owners. Numerous
	Describe the displacement	factors make residents and small businesses vulnerable to displacement, including
	vulnerabilities that currently exist in	a history of land use discrimination, rising costs of rent, limited access to
∞	low-income households and small	opportunity, and income disparities. Higher income people are looking to buy or
	businesses within the STEP	rent homes in the neighborhood, increasing the cost of homes and gentrifying the
	Community.	neighborhood. The imbalance between housing supply (due to exclusionary
	•	zoning limits) and demand contributes to the rising living costs in the
		neighborhood and exacerbates existing disparities. Small businesses also
		experience affordability impacts.

		San Francisco's anti-displacement policies focus on protecting tenants, preserving
		the existing affordable housing stock, producing new affordable housing, protecting arts and culture, assisting and retaining small businesses, and
		expanding workforce development programs. Due to the multifaceted approach
		to addressing displacement pressures, several city departments are involved in
		these efforts. They include the Mayor's Office of Housing and Community
		Development, HOPESF, Department of Disability and Aging Services, and others,
		which support vulnerable populations who rent housing to ensure legal support,
		direct financial assistance, and resources are provided. Protecting tenants,
		especially those vulnerable to displacement, is an immediate and short-term
		approach to maintaining affordable housing in San Francisco. Tenant protection
		programs and policies must be coupled with efforts to ensure affordable housing
		is available for tenants. Preserving existing affordable units prevents the loss of
		affordable housing, ensuring that low- and moderate-income residents can
		remain in San Francisco even as high-income residents move into communities.
	Describe the existing policies and	San Francisco manages tenant protection and housing preservation programs,
c	plans that address displacement	including rent stabilization and eviction protection, tenant services, and lottery
•	avoidance. If not applicable, explain	preference programs, homeowner opportunity, short-term rental regulations,
	why.	condominium conversion restrictions, legalization of unauthorized dwelling units,
		and multi-family housing acquisition. Public housing preservation and
		rehabilitation programs also prevent displacement by rebuilding or rehabilitating
		most of the aging public housing in the city, a number of which are in the STEP
		community. The African American Arts & Cultural District in the STEP Community
		advances equity and advocates for the district's cultural stability and economic
		vitality. The district also formalizes a partnership between San Francisco and the
		community whereby San Francisco provides resources and services to artists and
		organizations. To address the changing retail and commercial landscape, San
		Francisco assists small businesses in the STEP Community through retention and
		stabilization programs and workforce development. Business retention and
		stabilization programs include technical and compliance support, funding
		assistance, targeted business support, and other programs. These programs
		support businesses to provide employment opportunities for residents, provide a
		variety of goods and services, and contribute to a neighborhood's unique identity.
		San Francisco's programs support adult and young adult workforce development

through sector-based programming, general employment and job placement services and paid work experience opportunities for young adults.		

10	Describe any policies, programs, or coordination with existing policies or programs that are proposed to be funded through STEP to avoid the displacement of existing low-income households and small businesses within the STEP Community to counter displacement that may occur due to STEP-funded projects. If not applicable, explain why.	Research has determined that various factors lead to displacement and that there is not one clear driver of displacement (http://iurd.berkeley.edu/uploads/Displacement_Lit_Review_Final.pdf). Key factors behind displacement are history of land use discrimination, rising cost of rent, income disparities, and neighborhood characteristics, such as close proximity to a rail station, includes or close proximity to a job center, historic housing stock, and a strong real estate market. The proposed Bayview Community Shuttle program will not directly contribute to these key displacement causes. Instead, it will support anti-displacement efforts in the neighborhood through workforce development, which is crucial to community stabilization. The proposed Bayview Community Shuttle program will provide training and employment for Bayview-Hunters Point residents as shuttle drivers, professional/administrative staff, and as staff in the Transportation Resource Center. Career pathway programs, job training, and employment opportunities help residents to increase their income, particularly in a changing economy and in the face of increasing housing costs, enabling them to reduce their housing cost burden. By integrating with the SFMITA fare system, residents will be able to utilize the Lifeline, youth, or senior Muni pass programs to secure reduced-fare or
7	Describe how the proposed projects will advance local land use and housing goals as identified in the applicable Regional Transportation Plan, Sustainable Communities Strategy (where applicable), Regional Housing Needs Allocation (RHNA), local Housing Element implementation, or other local plans such as general plans or specific plans. If not applicable, explain why.	The Bayview-Hunters Point area includes approved development agreements with over 14,325 units of housing at Candlestick, Hunters Point Shipyard, and India Basin. About 31% of all units (4,387) are affordable units for low and moderate income households with 52% affordable at very low and low incomes below 60% of AMI, or even deeper affordability. The remainder of affordable units serve moderate and middle income households with 27% affordable 80-120% of AMI and 20% affordable at 140-160% of AMI. Together, these developments make up about 25% of San Francisco's total entitled housing units. This housing is an important part of meeting San Francisco's RHNA targets and implementing local redevelopment and land use plans. Long isolated and underfunded public housing sites, Alice Griffiths and Hunters View, have been rebuilt with 440 replacement public housing units and right-of-return for existing tenants, most with extremely low incomes of 20-30% of AMI, achieving an important affordable housing preservation goal. The redevelopment is also adding 297 more affordable units averaging 50-60% of AMI as well as over 1,000

		market rate units (which allows cross-subsidizing of the affordable units). These sites have been built to best-practice standards for urban design, including limiting the amount of parking; but until the full build-out for these sites is complete, they remain highly isolated with very limited transit service (which will also be increased upon full build-out). As it may be more than a decade until build-out is achieved, transportation solutions are needed to serve these historically neglected inheritors of San Francisco's public housing system. The Bayview Community Shuttle can provide the type of flexible transportation access needed at these sites.
12	Describe how local land use policies, plans, or processes will support the use and benefits of the proposed projects over their lifetime. Describe how the policy, plan, or process promotes the development of affordable housing within a half-mile of a transit station, transit stop, or access to an active transportation facility that will be improved by the proposed projects. If not applicable, explain why.	The proposed project will help to connect Bayview-Hunters Point neighborhood commercial corridor and transit on Third Street to both existing neighborhoods that are disproportionately lower income and new housing in developments closer to the waterfront that will include over 31% affordable units (4,387 affordable units) as well as rebuilt public housing developments with 440 units of public housing replaced, on a 1-to-1 basis, with right-of-return for previous residents. Given the physical geography of the area, with three major development sites (Candlestick, Hunters Point Shipyard, and India Basin) on two peninsulas with steep hillsides farther from major transit lines on the 3rd Street corridor, flexible transportation connections could be an important service for both existing and new affordable housing residents and low income residents generally.

### STEP Implementation Grant Proposal Template

# PROJECT #1 THRESHOLDS & CRITERIA tab

INSTRUCTIONS

RESPONSES

7	Project Name Lead Implementer  Describe each project scope and deliverables. Include information about all project elements as defined in Appendix E. Include what project details (if any) still need to be determined and how community residents will be involved in that process.	Bayview Community Shuttle  SFMTA  The Bayview Community Shuttle will implement a zero emission on-demand dynamic ridesharing service in the Bayview- Hunters Point neighborhood to improve access and connections to regional transit (including BART and Caltrain), community services and grocery stores – connecting residents to school, work, basic amenities and job opportunities. The shuttle service provides a flexible way to arrange trips through a personal device (via a GPS smartphone-based application or telephone) or via a tri-lingual call center to pair riders and drivers in real time. The assigned route to transport the initial rider(s) to the end destination may dynamically change and adjust depending on the ride software's ability to match with another user (or users) heading in the same direction. The shuttle service will be provided through a third party vendor, with
		awarding. This RFP process and Bayview Community Shuttle service and cost estimates

		released by the SFMTA, responses to which can be found here: [RFI_Responses_Combined.pdf]. The RFI received eight responses.
		finalizing the shuttle service hours of operation and the location of key destinations to provide service outside of the defined neighborhood boundary. Community residents will be engaged via outreach activities and surveys, led by a coalition of five CBO sub-applicants, to finalize project details.
		The Community Congress will also direct and oversee the shuttle service planning process and will approve final shuttle service plan details prior to the start of service.
		This project anticipates the first year of the grant term (May-Dec 2021) comprising of the start-up period for the community shuttle, with community engagement and driver recruitment/training prioritized for a service launch date of January 2022. Revenue service
		Tor the shuttle will run from January 2022 to December 2024. A coalition of five community partners will be responsible for outreach, education, and marketing activities following the shuttle program's launch.
3 (attachment)	Include any applicable readiness documentation, including CEOA documentation (see Appendix E for details). Write the file names of all readiness documentation in the box to the right.	[Community_Shuttle_Environmental_Review.p df]

The SFMTA has undertaken activities to identify a potential vendor partner to provide shuttle service through-the issuance of a Request for Information (RFI) package. Responses were provided on July 31st, informing scoping and budgeting for a future Request for Proposal (RFP). The SFMTA plans to issue an RFP upon the announcement of grant winners, ensuring the bid review process can be done in parallel with the development of the grant agreement with CARB. Contractually, the project team commits to entering into an agreement with a vendor via SFMTA board approval within six months of grant execution.			
If readiness requirements are not met by the time the proposal is submitted, identify the process and anticipated timeline for completing these actions within six months after grant execution or (for CEQA requirements only) at the time of grant execution.			
If readi propos <b>4</b> anticipa six mon require			

	TRANSPORTATION EQUITY	
		The goal of the Bayview Community Shuttle
		well served by current transportation options:
		youth, seniors, residents with disabilities, and
	Describe how each project considers the needs of	residents living in HOPESF affordable housing
	different groups of residents within the STEP Community.	sites. The most geographically inaccessible
	In particular, describe how each project incorporates	HOPESF site locations are served by 1-2 bus
Ľ	different facets of transportation equity (including	lines; the shuttle will provide another viable
7	accessibility to key destinations, accessibility of	option, especially during non-peak hours
	transportation options, affordability, environmental	when Muni headways are longer and less
	sustainability, reliability, and safety) as they are defined by	reliable. The zero-emission wheelchair-
	community residents.	accessible fleet will provide an alternative to
		the oversubscribed Paratransit service run by
		SFMTA. Trip fares will be integrated into the
		regional transportation payment card system
		(Clipper) with subsidies available to those who

		need it, including to those of the unbanked community. This dynamic service will enhance personal safety at night by providing door-to-door rides. Ride requests can be handled through a smartphone-based application or via a multi-language assisted call center. The reliability of the shuttle service will be monitored through metrics feeding into SFMTA data dashboards and will be used to improve overall service.
•	Describe the direct, meaningful, and assured benefit(s) provided to residents of disadvantaged communities in the STEP Community.	The shuttle service will provide increased and frequent transportation options, including service to isolated areas such as the HOPESF public housing sites — providing residents access to more services and economic opportunities. The shuttle will provide direct access to regional transit for a community that cannot easily access either BART or Caltrain. Improvements in geographic mobility, which is often linked with economic mobility, will allow residents in these disadvantaged communities to reallocate their time and money to other household essential activities.

	COMMUNITY INCLUSION	
		The transportation needs of the STEP
		community are broad: access to regional
	Describe the community-identified transportation needs	transit, improved travel times, improved
7	and how each project addresses those needs in a way that	mobility for isolated HOPESF public housing
	community residents want.	sites, access to cultural centers, access to
		groceries and services, safety on and around
		transit (especially at night), access to parks

		and open space, and transportation support
		for community based organizations. A
		community shuttle, run on a dynamic service
		model, can support solutions for all the
		transportation needs identified above,
		especially for trips not easily made on foot.
		Because the needs within this STEP
		community were so varied, standard fixed-
		route transit could not hope to meet them all.
		By implementing this community shuttle, the
		SFMTA will have responded to direct requests
		from the community for such a service.
		The request for a community
		shuttle is identified in both the SFCTA District
		10 Mobility Study (2018) and the Bayview
		Community-Based Transportation Plan
		(Bayview CBTP), finalized in February
		2020. The Bayview CBTP was a collaborative
	- - -	effort developed by residents, community-
	Describe the community engagement process that was	based organizations and
	used to identify the community's transportation needs	businesses that reached over 4,000 residents
	prior to submitting the proposal. If community	over a 14 month period from June 2018 to
α	engagement activities used to identify these needs were	August 2019 across 56 community events or
<b>o</b>	conducted over two years prior to submitting the	meetings, 325 staff hours in the community
	proposal, describe the process for confirming with	and over 2300+ worksheets, surveys, ballots
	community residents that the needs identified are still	and written comments. A community shuttle
	relevant.	was identified repeatedly by stakeholders and
		constituents throughout this process. The
		Bayview CBTP team specifically pursued a
		Community Shuttle proposal as part of a
		Participatory Budgeting (PB) exercise in the
		spring of 2019. The team worked with a circle
		of community volunteers to develop a
		proposal for the PB ballot. In preparation for

this grant, the SFMTA has reconvened community partners to reconfirm desire for a Community Shuttle.	Because the service plan details for the Bayview Community Shuttle are not finalized, the SFMTA plans to partner with the shuttle operator and CBO sub-applicants to conduct a robust outreach and engagement process in the months following grant agreement execution. These activities will account for CBO partners to ensure authentic engagement with real decision space for those participating. Activities will account for COVID risk by including culturally-competent online engagement run by sub-applicant OneBayview. Engagement activities will include compensation or participation where deemed appropriate by community partners, as well as other amenities deemed necessary to secure community participation of existing sub-applicant CBO
	Describe the community engagement activities planned ensure that community residents have the opportunities and resources to actively participate in the decisionmaking process during grant implementation.

10	Identify any hard-to-reach residents.	Youth, seniors, residents with a disability, residents with limited English proficiency, and residents in affordable housing were identified as hard-to-reach populations in Bayview-Hunters Point by partner CBOs during the Bayview CBTP outreach process.
-	Describe how the planned community engagement activities focus on the hard-to-reach residents identified above.	CBO sub-applicants and community partners are included because of their ability to connect with and engage hard-to-reach populations. CYC has experience with youth, seniors, and the Chinese speaking community. Bayview El Centro has reach with the Bayview's Spanish speaking populations. Hunters Point Family and BACR have experience working with populations in HOPESF public housing sites, especially youth. SFAAACD has reach with the long-tenured African American community. This application's community partners include many organizations that work with vulnerable populations; their participation on the Community Congress helps ensure their voices are being heard.  Engagement materials will be co-developed with CBO sub-applicants and community partners and will be translated into three languages. Engagement activities will include emphasize lowering barriers to participation, with a focus on meeting people where they are at. Engagement activities will include compensation or participation where deemed appropriate by community partners, as well as

other amenities deemed necessary to secure community participation.	Similar to the data driven processes followed to improve shuttle service, this project proposal includes tracking public participation via publicly accessible dashboards. Examples of posted metrics include meeting attendance, mailers sent, emails and phone calls to the project team and website views. Identified gaps through the posted metrics will be targeted for increased and improved education and engagement.	Evaluation will be conducted in partnership with CBO sub-applicants, ensuring responses are demographically representative of the STEP community. Where appropriate, compensation will be offered for participation in focus groups or as a raffle prize for surveys. Results will be reported to the Community Congress for consideration of program modifications
	Describe how the planned community engagement activities will be evaluated for success and updated accordingly.	
	12	

		The expected and users and recidents
		employees, and visitors to Bayview-Hunters
		Point. The Bayview Community Shuttle service
		plan will be designed particularly to
		serve residents who have requested this type
		of service for years to improve geographic and
		economic mobility. Seniors, youth, and
7.0	2,001   Cao   Coto Coto Coto Coto Coto Coto Coto C	residents of HOPESF public
2	ומפוונון) נוופ פאספרנפט פווס מספוס.	housing experience significant transportation
		barriers and want to supplement existing
		transit service with improved first mile/last
		mile connections and access to direct routes
		to community services, retail and
		food throughout the day, 7 days a
		week - reducing travel time and opening
		windows to increased opportunities.
		Outreach and education will take a
		multifaceted approach, co-developed with this
		project proposal's CBO sub-applicant partners
		and approved through the Community
		Congress. In particular, the Community
		Congress will have decision-making powers
	Describe the outreach and education activities planned to	over outreach and education activities,
	obsilize that identified and users in the community have	ensuring that all activities are community-
7	troulods that will hole thom use now transportation	supported. Outreach will include broad-based
<u>t</u>	continuo and activola participato in docision making	communication like ads in community
	services and actively participate in decision-maning	newspapers down to one-on-one outreach
	processes during grant implementation.	through Transportation Ambassadors
		coordinated with the Transportation Resource
		Center (Project #4). Building off of the
		successes and lessons learned from the
		Bayview CBTP, the delivery of such programs
		will be tailored to community needs with pop
		up events and workshops provided in various

		languages and time slots. Outreach will be conducted in a COVID-safe manner, utilizing the SFMTA's partnership with sub-applicant OneBayview to host community-led online outreach activities.
15	Describe how the planned outreach and education activities focus on the hard-to-reach residents identified above.	The SFMTA has chosen CBO sub-applicants specifically because of their ability to engage hard-to-reach populations in Bayview-Hunters Point. This is a community that places a heavy premium on trusted sources; this project proposal's CBO partners have a reputation for gaining not only access, but also credibility among the hardest-to-reach residents. From Transportation Ambassadors embedded at HOPESF sites, to participation in community events & celebrations, to focus groups and leadership academies for Chinese & Spanish speaking residents, this project proposal's outreach activities will lower barriers to participation and convey information in a culturally-competent fashion – fostering trust and certainty that this is a service built on their behalf.
16	Describe how the planned outreach and education activities will be evaluated for success and updated accordingly.	The Project Team will co-develop with community partners methods to evaluate outreach and education activities, both during the service planning period as well as during shuttle operation. Activities can include postevent surveys, focus groups, and other methods recommended through the Community Congress. Evaluation will prioritize

		centering the voices of those most vulnerable
		in the community, as dictated by the
		Community Congress. While the number of
		residents reached through outreach and
		education will be one metric for success, other
		metrics will attempt to capture the
		effectiveness of outreach and education
		efforts, their ability to reach residents
		standing to benefit most from new services,
		and their ability to build trust and responsive
		relationships within Bayview-Hunters Point.
		Education for applicable CARB & California
		Energy Commission funding opportunities will
		be handled through the scope of work for the
		Transportation Resource Center (Project #4).
		Through this community-led project, trained
	Describe the plan for educating community residents and	staff and street-teams will distribute
	Local businesses about other applicable CARR funding	information on funding opportunities to
17	opportunition and emporting California France	organizations and residents along with the
	Opportunities and supporting Camorina Errergy	sharing of transportation information and
	Commission funding opportunities.	resources for non-auto trips, such as the Clean
		Vehicle Rebate Program, Clean Vehicle
		Assistance Program, Clean Cars for All, One-
		Stop-Shop Pilot, Clean Mobility Options Pilot
		Project, and California Electric Vehicle
		Infrastructure Project.

	DATA TRACKING AND REPORTING	
18	Identify the Applicant(s) who will lead data tracking and reporting.	SFMTA

19	Describe the plan for tracking and collecting projectrelated data to report to CARB.	The project will follow a data driven process to allow the SFMTA to make better decisions, improve operational efficiency and provide better overall transit service to address the needs of the community. Shuttle ridership and miles traveled will be tracked through telematics, and additional ridership information will be tracked through ride requests via the phone app or the tri-lingual call center. The project team will build into the contract with third party operator community contract with third party operator community control of data and protection of user data privacy.
		Data from the shuttle service will feed into publicly viewable dashboards – providing tools to the agency to improve transportation across the board ranging from increased transit frequency modifications to existing fixed routes (extensions or re-alignments) as well as potential adjustments in fare policy, traffic signal timing, transit stop locations and available call center languages.
20 (attachment)	Submit a completed STEP Benefits Calculator (see Appendix C) that includes all of the projects counted under a Clean Transportation Strategy. Write the file name in the box to the right.	Appendix I_STEPcalculator-SFMTA-Bayview.xls

# **CLIMATE ADAPTATION AND RESILIENCY**

		jobs for community residents while adding an accessible and affordable transportation connection to neighborhood businesses.
	I ONGEVITY AND LESSONS LEARNED	
23		The SFMTA does not currently plan to allocate operating funds to a community shuttle program following the end of the grant term. There are, however, many potential grant funding opportunities to continue community shuttle service in Bayview-Hunters Point following the demonstration of a successful working model. The CARB Clean Air Mobility voucher program and BAAQMD PTR grant program are just two potential sources of funding to continue service. The SFMTA will continue to seek opportunities to continue continue to seek opportunities to continue assets to maintain beyond the life of the transit service will be contracted through a third party operator. The third party operator contract may also include feasibility studies contract may also include feasibility studies conducted to determine long-range funding opportunities to maintain service beyond the grant term. Data collected from the Bayview Community Shuttle will also be used to improve service planning for fixed-route Munitansit service, better meeting the needs of STEP community residents.

The SFMTA team for the Bayview CBTP collected and shared much of their lessons learned through webinars, conferences, and facts sheets. A similar approach will be taken with this project, particularly prioritizing innovative practices and increased decision-	space for CBO partners. The SFMTA is more than willing to share successes and lessons learned from this project with any Agency or group interested in working on delivering a similar service. As a public agency SFMTA's work is in service of the public, and information collected on this project is public	information. The SFMTA is happy to be connected to other communities about the work done on this project by CARB or any other entity doing this type of work with other communities throughout the state. A link to the SFMTA board approved Bayview CBTP can be found here:  https://www.sfmta.com/projects/bayview-community-based-transportation-plan
	Describe how Applicants will collect and share lessons learned with similar communities throughout the state that may be interested in implementing similar projects.	
	24	

# STEP Implementation Grant Proposal Template PROJECT #2 THRESHOLDS & CRITERIA tab

# RESPONSES INSTRUCTIONS

#### PROJECT SCOPE

	Project Name	Bayview Pedestrian and Transit Safety and Accessibility Improvements (Bayview CBTP Implementation)
1	Lead Implementer	SFMTA
8	Describe each project scope and deliverables. Include information about all project elements as defined in Appendix E. Include what project details (if any) still need to be determined and how community residents will be involved in that process.	Pedestrian safety, personal safety when on transit and when accessing transit, and improved access to transit were the top community-identified transportation needs in the Bayview Community Based Transportation Plan. This project directly responds to these needs by investing in infrastructure and safety improvements including: two Quick-Build corridor projects, two Rapid-Rectangular Flashing Beacons (RRFB), up to nine pedestrian bulb-out projects, and three Muni Transit Assistance Program (MTAP) staff to provide unarmed safety presence on Muni lines in Bayview-Hunters Point. These projects were conceived of, developed, and prioritized jointly with residents during the Bayview Community Based Transportation Plan process, with the plan adopted in February 2020. All proposed project locations are identified in the STEP Community map shapefile. A link to the SFMTA board approved Bayview CBTP can be found here: https://www.sfmta.com/projects/bayview-community-based-transportation-plan. It is also attached to this proposal in this document: [Bayview_CBTP_APA_American Planning Association California Chapter. The notification of this award is attached to this proposal in this document: [Bayview_CBTP_APA_Award.pdf]  The two Quick-Build corridors are on Hunters Point Blvd, which acts as a barrier between nearby HOPESF affordable housing sites and the India Basin Shoreline Park; and on Williams Ave, the configuration of which acts a safety hazard for pedestrians attempting to access the only grocery store and pharmacy within the STEP community. Both Quick-Build projects plan to implement lane reductions and pedestrian crossing enhancements.  The three new MTAP staff hired will be hired from within the STEP Community and will ride Muni lines identified by community members as needing a larger safety presence: the T-Third, the 29-Sunset, and the 44-O'Shaughnessy Muni transit lines. For all three of these lines, the sections ridden by MTAP staff will be predominantly within the STEP community. MTAP staff are hired on three-

		year contracts. The Quick-Build and MTAP projects have been initiated and will be
		implemented before or during the grant period.  The two RRFBs and the pedestrian bulb-out projects are currently entering
		design, with completion and implementation taking place within the grant period. Additional outreach and engagement will be conducted in the area immediately surrounding each project. Where appropriate, outreach and engagement will be coordinated with community partners in tandem with other
		transportation efforts to lessen the burden placed on residents.
r	Include any applicable readiness documentation, including CEQA	
(attachme	documentation (see Appendix E for details) Write the file names of all	Not applicable as explained in response to the next question.
nt)	readiness documentation in the box	
	to the right.	

time of grant execution. Because of the limited nature of each intervention, it is The SFMTA Environmental Review Team typically provides project clearance on Environmental Review Team can provide a preliminary assessment prior to the hurdles. CEQA clearance for the infrastructure projects will be completed upon SFMTA will provide clearance on an as-needed basis as projects move through completion of their conceptual design. Based on the preliminary scope of the Categorical Exemption since projects with similar scopes have not resulted in unlikely that any individual project would trigger substantial CEQA clearance a project-by-project basis. Because this is a proposed suite of projects, the projects, SFMTA environmental planning staff anticipate the issuance of a significant impacts. However, site-specific analysis of the designs will be the approval process on their way to implementation. The SFMTA conducted in accordance with CEQA. these actions within six months after submitted, identify the process and anticipated timeline for completing If readiness requirements are not requirements only) at the time of met by the time the proposal is grant execution or (for CEQA grant execution. 4

## TRANSPORTATION EQUITY

Describe how each project considers the needs of different groups of residents within the STEP Community. In particular, describe how each project incorporates different facets of transportation equity (including accessibility of transportation options, affordability, environmental sustainability, and safety) as they are defined by community residents.

S

All of the infrastructure projects identified in the Bayview Community Based Transportation Plan (Bayview CBTP) were conceived of, developed, and prioritized by residents of Bayview-Hunters Point. These projects improve safety and conditions for walking, as well as improve personal safety and conveninece of using transit within the STEP community.

The Bayview CBTP was built off of a series of objectives jointly developed with the community to center the voices of residents and value lived experience coequal with data. Project locations prioritized corridors and locations most important for resident safety & access. Project prioritization was also informed by an Equity Index, a measure of the concentration of residents vulnerable to transportation challenges that was defined and calibrated by residents. This Equity Index helped to ensure that the needs of vulnerable residents were being

The MTAP staffing project was voted on by Bayview-Hunters Point residents during a Participatory Budgeting exercise. This program will hire three Bayview-Hunters Point residents to act as an unarmed safety presence on transit lines identified by residents as most problematic for personal safety.

met and supplementing the direct input of those able to more easily participate

in the outreach process.

•	Describe the direct, meaningful, and assured benefit(s) provided to residents of disadvantaged communities in the STEP Community.	The infrastructure projects identified in the Bayview Community Based Transportation Plan (Bayview CBTP) represent improved safety and access for people walking, riding a bike, or riding transit in Bayview-Hunters Point.  Through the use of the Equity Index during project prioritization, projects are disproportionately located in areas with higher concentrations of disadvantaged residents in Bayview-Hunters Point. The Quick Build projects, the RRFB projects, and the majority of the bulb-out projects are located in disadvantaged census tracts within the STEP community.  The three MTAP staff funded through this project will ride only on transit lines that serve the STEP community, and only on segment within or adjacent to the
		ster confindinty. All times trained trained traver through disadvantiaged cerisus tracts in the STEP community with the 44-O'Shaughnessy line serving the Hunters View HOPESF site and the 29-Sunset serving the Alice Griffith HOPESF site.

	COMMUNITY INCLUSION	
7	Describe the community-identified transportation needs and how each project addresses those needs in a way that community residents want.	Pedestrian safety, personal safety when on transit and when accessing transit, and improved access to transit were top community-identified transportation needs in the Bayview Community Based Transportation Plan (Bayview CBTP), which engaged over 4,000 residents over a year of outreach events. The infrastructure projects identified in the Bayview CBTP were conceived of, developed, and prioritized according to these needs. For the prioritization of projects for the final plan, only resident input was used. All potential and prioritized projects reflect only the needs and values of residents, reflecting their desired solutions.
ω	Describe the community engagement process that was used to identify the community's transportation needs prior to submitting the proposal. If community engagement activities used to identify these needs were	The Bayview Community Based Transportation Plan (Bayview CBTP) involved a year-long public outreach process involving five contracted CBO partners, more than 50 public events, and reaching more than 4,000 residents. Outreach events focused on integrating with existing community events to reach more residents where they were at. For freestanding outreach events and workshops, meals, childcare, and interpreters were provided. The project also included a Participatory Budgeting exercise and Community Steering Committee

	conducted over two years prior to submitting the proposal, describe the process for confirming with community residents that the needs identified are still relevant.	providing oversight of the project, made up of residents who were offered compensation for their participation.
6	Describe the community engagement activities planned to ensure that community residents have the opportunities and resources to actively participate in the decision-making process during grant implementation.	The Livable Streets (DOT project implementation) team at SFMTA will utilize project-specific outreach in the development and implementation of projects identified in the Bayview CBTP. While project locations and details have been determined through the Bayview CBTP, targeted outreach will be conducted through mailers/door-hangers and partnerships with appropriate community organizations to reach impacted stakeholders. Residents can also serve on the Project Committee for Bayview CBTP Infrastructure, for which they will be offered compensation. Engagement activities will be conducted in a COVID-safe manner while necessary, including online engagement through sub-applicant OneBayview.
10	Identify any hard-to-reach residents.	Youth, seniors, residents with a disability, residents with limited English proficiency, and residents in affordable housing were identified as hard-to-reach populations in Bayview-Hunters Point by partner CBOs during the Bayview CBTP outreach process.
11	Describe how the planned community engagement activities focus on the hard-to-reach residents identified above.	The community partners contracted for work on the Bayview CBTP were chosen for their ability to reach hard-to-reach populations in Bayview-Hunters Point.  This included all project materials translated into Chinese and Spanish, with translations reviewed by community partners for cultural competency.  Community partners dictated all elements of public engagement to maximize participation by hard-to-reach populations. Similar measures will be taken to ensure continued outreach around project implementation reaches hard-to-reach populations.

12	Describe how the planned community engagement activities will be evaluated for success and updated accordingly.	The Livable Streets team at SFMTA has an ongoing evaluation program, which not only measures the effectiveness of projects, but also the success of outreach efforts with the community. Success will be measured through outreach within the target area for each project. The results of this evaluation will be brought to the Community Congress during their regular meetings, with the Congress empowered to request additional and updated engagement approaches and activities to better reflect community voice and capture the perspectives of hard-to-reach populations.
		Expected end users are residents, visitors, and workers in Bayview-Hunters Point. For the RRFB at Innes Ave at Arelious Walker Dr, the primary users would be the residents of the HOPESF affordable housing sites directly up the hill. These residents are extremely isolated by geography and street design and this project would provide safe access to the 19 Polk bus line. The RRFB at Williams Ave at Apollo St is an uncontrolled crosswalk immediately adjacent to the only supermarket in Bayview-Hunters Point. This RRFB will ensure safe access pedestrian to this supermarket.
13	Identify the expected end users.	The two Quick-Build corridors are on Hunters Point Blvd, which acts as a barrier between nearby HOPESF affordable housing sites and the India Basin Shoreline Park; and on Williams Ave, the configuration of which acts a safety hazard for pedestrian attempting to access the only grocery store and pharmacy within the STEP community. Both Quick-Build projects plan to implement lane reductions and pedestrian crossing enhancements.
		The Three MTAP staff will serve on the T-Third, 44 O'Shaughnessy, and 29 Sunset Muni lines.

41	Describe the outreach and education activities planned to ensure that identified end users in the community have knowledge that will help them use new transportation services and actively participate in decision-making processes during grant implementation.	The SFMTA Livable Streets team will engage adjacent residents during the design and implementation process for this infrastructure. Part of engagement will focus on the treatments proposed and how they improve safety. Project area walking workshops and community-led online engagement (with subapplicant OneBayview) are two examples of COVID-safe outreach activities.  Residents will have the opportunity to serve on the Project Committee (with compensation) for this project, as well as on the Community Congress which oversees grant implementation.
15	Describe how the planned outreach and education activities focus on the hard-to-reach residents identified above.	Outreach will coordinate with existing sub-applicant CBO partners to maximize reach to hard-to-reach residents. Coordination with partners CYC and Bayview El Centro will facilitate outreach with the Chinese-speaking and Spanish-speaking community. Coordination with BACR and Hunters Point Family will facilitate outreach with youth and low-income residents of affordable housing.
16	Describe how the planned outreach and education activities will be evaluated for success and updated accordingly.	The SFMTA Safe Streets Evaluation Program is a wraparound evaluation program meant to measure the effectiveness of new infrastructure and incorporate modifications to ensure project goals are met. The evaluation program also evaluates the outreach process for such infrastructure projects. Outreach will be evaluated for ability to reach hard-to-reach groups, as well as success/failure in building trust with the community.
17	Describe the plan for educating community residents and local businesses about other applicable CARB funding opportunities and supporting California Energy Commission funding opportunities.	The staff from the Transportation Resource Center (Project #4) will be responsible for providing education on other applicable CARB funding opportunities. These funding opportunities will also be brought before the Community Congress, to which the Project Committee for these infrastructure projects will report on a regular basis, such as the Clean Vehicle Rebate Program, Clean Vehicle Assistance Program, Clean Cars for All, One-Stop-Shop Pilot, Clean Mobility Options Pilot Project, and California Electric Vehicle Infrastructure Project.

	DATA TRACKING AND REPORTING	
18	Identify the Applicant(s) who will lead data tracking and reporting.	SFMTA
19	Describe the plan for tracking and collecting project-related data to report to CARB.	The SFMTA Safe Streets Evaluation Program captures location-specific data related to transportation-behavior, which will be shared with CARB for project-relevant data needs. The Safe Streets Evaluation Handbook establishes standardized evaluation & data tracking methods to ensure uniformity and consistency in data collected. The MTAP program regularly collects incident log data for their shifts on Muni lines.
20 (attachme nt)	Submit a completed STEP Benefits Calculator (see Appendix C) that includes all of the projects counted under a Clean Transportation Strategy. Write the file name in the box to the right.	Appendix I_STEPcalculator-SFMTA-Bayview.xls

	CLIMATE ADAPTATION AND RESILIENCY	
21	Identify the impacts of climate change (on public health, the economy, the built environment,	Bayview-Hunters Point already experiences compounding impacts from climate change, which are only forecast to worsen. Extreme heat events, fire hazards, and high air pollution exposure present immediate and long term threats to public health, particularly for the elderly. Sea level rise is anticipated to raise the San Francisco Bay shoreline up to 66" – with an additional 42" of tidal and storm surge – by 2100. As outlined in community resilience studies, such
	etc.) in the STEP Community. If not applicable, explain why.	flooding threatens transportation infrastructure, emergency services, regional infrastructure, and homes and businesses in a community that disproportionately suffers from environmental injustice. The most impoverished & vulnerable census tracts in the STEP community score in the 90-95 percentile range on CalEnviroScreen.

Describe how the project will incorporate adaptation measures to climate impacts. Describe how the project will increase community resilience to the direct and indirect and i
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	LONGEVITY AND LESSONS LEARNED	
23	Describe if and how the project will remain fiscally sustainable and continue to provide benefits beyond the grant term. If applicable, describe the contingency plan for ensuring capital projects continue to serve the community if operation of service is discontinued after STEP funding is spent.	As an infrastructure project, the SFMTA & Department of Public Works will assume all future maintenance responsibility for this infrastructure following its implementation, as these departments do for all infrastructure they build, install, and operate in the City of San Francisco. The three MTAP positions are currently funded through a Lifeline Transportation Grant, for which they would be eligible for funding in future Lifeline cycles.
24	Describe how Applicants will collect and share lessons learned with similar communities throughout the state that may be interested in implementing similar projects.	The Safe Streets Evaluation Program regularly produces fact sheets on the outcomes and project adjustments made following a project evaluation period. These succinct fact sheets could serve as a valuable resource for similar communities looking to implement similar infrastructure improvements. The process behind the Bayview Community Based Transportation Plan is well documented within the plan in a way that should make it replicable for similar communities. The SFMTA is happy to discuss this process and document further with interested parties and has in fact done so with CARB staff around the time this document was finalized in February 2020.

# STEP Implementation Grant Proposal Template PROJECT #3 THRESHOLDS & CRITERIA tab

### INSTRUCTIONS

### RESPONSES

	PROJECT SCOPE	
	Project Name	Community Shuttle Workforce Development
1	Lead Implementer	Office of Economic and Workforce Development (OEWD)
7	Describe each project scope and deliverables. Include information about all project elements as defined in Appendix E. Include what project details (if any) still need to be determined and how community residents will be involved in that process.	The Workforce Development Program project will recruit and train local residents of Bayview-Hunters Point to be employed as drivers for the Bayview Community Shuttle (Project #1). This project will be an extension of the successful and ongoing CityDrive program, which is jointly run by SFMTA and the Office of Economic & Workforce Development (OEWD). The program anticipates graduating 15 participants through this program each year of the grant term, offering them placement through the CityDrive Class B permit program.  The Workforce Development Program will be implemented in partnership with community-based sub-applicants A. Philip Randolph Institute (APRI) and Young Community Developers (YCD). The project will develop a Transportation Career Pathway (TCP) for Bayview-Hunters Point residents; residents trained and hired to operate the Community Shuttle will be enrolled in the CityDrive program, enrolled with Teamsters 665 Local union, and receive a union-equivalent living wage. Community shuttle drivers will also be offered the opportunity to enroll in the CityDrive Class B permit program, which puts them on the path to employment as a Muni bus operator.  Young Community Developers will run a parallel workforce development program to train for other outreach & engagement staffing needs for STEP grant implementation.

3 (attachme nt)	Include any applicable readiness documentation, including CEOA documentation (see Appendix E for details). Write the file names of all readiness documentation in the box to the right.	Not Applicable
4	If readiness requirements are not met by the time the proposal is submitted, identify the process and anticipated timeline for completing these actions within six months after grant execution or (for CEOA requirements only) at the time of grant execution.	No CEQA documentation is necessary for this project. The project will engage in contracting in parallel to the grant agreement process, ensuring project kick-off shortly after the execution of the grant agreement. The CityDrive and its local workforce partner organizations have a strong track record of recruiting, training, and securing job placement in transportation for residents of low-income communities in San Francisco. Both APRI and YCD have years of experience successfully administering workforce development programs within the STEP community. OEWD has stated their staffing capacity and readiness to expand the CityDrive program upon receipt of funding through the STEP grant.

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Describe how each project considers the needs of different groups of residents within the STEP Community. In particular, describe how each project incorporates different facets of transportation equity (including accessibility of transportation options, affordability, environmental sustainability, environmental sustainability, reliability, and safety) as they are defined by community residents.

S

largest proportion of youth (24.6%), sustainable career pathways are one of the most effective ways at combating systemic and generational poverty. Pathways Bayview-Hunters Point has an unemployment rate five times that of the City of sustainable jobs in transportation. Through the Transportation Career Pathway Having local residents operate the shuttles will improve reliability and comfort directly supports workforce development and career pathways to high-paying proposal will help strengthen community resiliency, and help residents avoid earning less that \$35,000 per year. As the San Francisco community with the to living wage jobs was one of the top priorities of residents identified in the Bayview Community Based Transportation Plan (Bayview CBTP). This project proposed as part of the CityDrive program, this project will proactively break supporting high-paying jobs within this underserved community, this project poverty level), with almost half of Black households in the STEP Community San Francisco and 41% of households live in poverty (<200% of the federal down the barriers to entry in high-paying sustainable transportation jobs. n the community, meeting an explicitly stated community priority. By

		displacement. Both APRI and YCD have in their past work focused on workforce development among HOPESF housing residents, among youth, and in the larger Black community in the STEP Community.
•	Describe the direct, meaningful, and assured benefit(s) provided to residents of disadvantaged communities in the STEP Community.	The program anticipates 60 intake participants per year, 20-30 completed driver trainings per year, and 10-15 referals to the CityDrive Class B license program per year. These positions will be guaranteed equivalent wages and benefits to Teamster 665 Local positions: more than \$25/hour for starting wages, including health & retirement benefits. Sub-applicant A. Philip Randolph Institute is a community organization with deep ties to communities that have historically been underserved in San Francisco. They will conduct deep engagement and promotion specifically to the aforementioned communities to ensure this nathway is available to low-income youth, and other youngershle residents.

	COMMUNITY INCLUSION	
		Bayview-Hunters Point residents identified a desire for Muni bus routes in the
	Describe the community-identified	community to be driven by residents, as they believe resident-drivers to be a
7	transportation needs and how each	community asset and source of community cohesion. This was identified during
•	project addresses those needs in a	the Bayview Community Based Transportation Plan. Creating a Transportation
	way that community residents want.	Career Pathway program through CityDrive will provide a pipeline for residents
		to become Muni operators.

ω	Describe the community engagement process that was used to identify the community's transportation needs prior to submitting the proposal. If community engagement activities used to identify these needs were conducted over two years prior to submitting the proposal, describe the process for confirming with community residents that the needs identified are still relevant.	These needs were identified during the Bayview Community Based Transportation Plan, which reached over 4,000 residents during a 12-month outreach period comprised of over 50 community-based events. The engagement activities of the Bayview Community Based Transportation Plan were conducted largely in 2019, within two years of this application. A desire for increased community-based investment, employment opportunities, and for more Muni operators to be Bayview-Hunters Point residents were all identified as high priorities during this process.  The proposal to integrate with the CityDrive program for a community shuttle job training program was developed collaboratively with a broad circle of community partner organizations in the spring and summer of 2020. The CityDrive program itself was developed jointly between SFMTA, the Office of Economic & Workforce Development, the City of San Francisco Mayor's Office, Local 665 Teamsters, and local workforce development CBOs (including subapplicant APRI located in the STEP Community). This proposal would generate a new pipeline of trained and employed drivers from the STEP community who would meet eligility requirements to enter into the existing CityDrive Class B
•	Describe the community engagement activities planned to ensure that community residents have the opportunities and resources to actively participate in the decision-making process during grant implementation.	Community residents will have the opportunity to serve (with compensation) on the Project Committee for the Workforce Development Project.  Implementation decisions for the Workforce Development Project will be brought to the Community Congress for oversight and approval, the meetings for which will be held in Bayview-Hunters Point and be open to the public. Members of the public will also have the opportunity to serve (with compensation) on the Community Congress.  During engagement for the Bayview Community Shuttle service planning, concurrent input will be sought for programmatic detail for the Workforce Development Project, seeking to align offered services with the most common community needs and barriers to transportation. Engagement will be conducted in a COVID-safe manner over the course of the health crisis, including online engagement and communication through sub-applicant networks within the STEP community.

10	ldentify any hard-to-reach residents.	Youth, seniors, residents with a disability, residents with limited English proficiency, and residents in affordable housing were identified as hard-to-reach populations in Bayview-Hunters Point by partner CBOs during the Bayview CBTP outreach process.
11	Describe how the planned community engagement activities focus on the hard-to-reach residents identified above.	Engagement activities, conducted both through the Community Congress and the Bayview Community Shuttle service planning, will focus on centering the voices and needs of hard-to-reach residents. The engagement sub-applicants were chosen for their ability to deeply engage with these residents. All outreach material will be provided in Chinese, English, and Spanish; interpretation will be provided upon requests for all public events. Engagement activities will include compensation or participation where deemed appropriate by community partners, as well as other amenities deemed necessary to secure community participation. Workforce Development sub-applicants A. Philip Randolph Institute and Young Community Developers have deep experience in engaging with, and serving, hard-to-reach populations in Bayview-Hunters Point.
12	Describe how the planned community engagement activities will be evaluated for success and updated accordingly.	During the start-up period for the Workforce Development Program, engagement through the Community Congress and Bayview Community Shuttle service planning events will be evaluated for the demographic characteristics of resident participants such as race/ethnicity, age and zip code. This will determine if the project team is in fact reaching the communities that they intend to reach. Post-engagement surveys will also seek to understand whether residents feel more knowledgeable about the process and whether engagement has increased trust in the SFMTA and the process to deliver services. This will allow for course adjustments in implementation to ensure that participants are benefitting from the program.
13	Identify the expected end users.	Expected end users of the Workforce Development Program are unemployed or underemployed residents of Bayview-Hunters Point. Since March 2020, over 200,000 residents have filed for unemployment in San Francisco due to the current pandemic. Pre-pandemic, unemployment rates in the STEP community were over 10% (five times higher than the rest of the city); COVID has affected the Bayview-Hunters Point community even more. In addition to serving the

		residents of Bayview-Hunters Point, there will be special emphasis on program placement for youth and residents of HOPESF affordable housing sites within the STEP community.
14	Describe the outreach and education activities planned to ensure that identified end users in the community have knowledge that will help them use new transportation services and actively participate in decision-making processes during grant implementation.	Sub-applicant partners A. Philip Randolph Institute and Young Community Developers will utilize their communication networks within Bayview-Hunters Point to publicize the availability of the new Workforce Development program. The networks include, but are not limited to Black led organizations, local newspapers, community leaders, churches, and community stakeholders. The Community Congress will provide direct input to sub-applicants on outreach and education methods that will be most effective in Bayview-Hunters Point. Outreach will be conducted in a COVID-safe manner while necessary, including community-led online engagement through partner OneBayview.
15	Describe how the planned outreach and education activities focus on the hard-to-reach residents identified above.	Sub-applicant partners A. Philip Randolph Institute and Young Community Developers have a long history in being able to reach hard-to-reach residents throughout the Bayview-Hunters Point community for the purpose of workforce development enrollment as they will do with this task of bolstering the Workforce Development Program. Special emphasis will be placed on job placement & recruiting with youth and HOPESF affordable housing site residents.
16	Describe how the planned outreach and education activities will be evaluated for success and updated accordingly.	Planned outreach and education for the Workforce Development Program will be evaluated based on the number of residents reached and the number of residents enrolled in the program. The program will also track barriers to enrollment among target communities and seek methods to overcome those barriers. Outreach and enrollment will also seek to track demographic information to better evaluate how well hard-to-reach populations are being reached.

The staff from the Transportation Resource Center (project #4) will be responsible for providing education on other applicable CARB funding opportunities. These funding opportunities will also be brought before the Community Congress, to which the Workforce Development Project Committee will report on a regular basis, such as the Clean Vehicle Rebate Program, Clean Vehicle Assistance Program, Clean Cars for All, One-Stop-Shop Pilot, Clean	Mobility Options Pilot Project, and Calitornia Electric Vehicle Infrastructure Project.
Describe the plan for educating community residents and local businesses about other applicable CARB funding opportunities and supporting California Energy	Commission funding opportunities.
17	

	DATA TRACKING AND REPORTING	
18	Identify the Applicant(s) who will lead data tracking and reporting.	Office of Economic & Workforce Development (OEWD)
19	Describe the plan for tracking and collecting project-related data to report to CARB.	San Francisco's Office of Economic & Workforce Development (OEWD) will lead data and reporting. They currently specialize in creating and implementing workforce programs in tech, hospitality, healthcare, and construction sectors. Because their department has created many programs and they specialize in workforce programming they have a robust infrastructure to capture data that adequately measures success.  OEWD will track a range of Workforce Development program data including but not limited to reach, enrollment, training, and graduation through the CityDrive B Permit program. These reports will be briefed to the Workforce Development Project Committee as well as the Community Congress before being submitted to CARB.
20 (attachme nt)	Submit a completed STEP Benefits Calculator (see Appendix C) that includes all of the projects counted under a Clean Transportation Strategy. Write the file name in the box to the right.	Not applicable

	CLIMATE ADAPTATION AND RESILIENCY	
21	Identify the impacts of climate change (on public health, the economy, the built environment, etc.) in the STEP Community. If not applicable, explain why.	Bayview-Hunters Point already experiences compounding impacts from climate change, which are only forecast to worsen. Extreme heat events, fire hazards, and high air pollution exposure present immediate and long term threats to public health, particularly for the elderly. Sea level rise is anticipated to raise the San Francisco Bay shoreline up to 66" – with an additional 42" of tidal and storm surge – by 2100. As outlined in community resilience studies, such flooding threatens transportation infrastructure, emergency services, regional infrastructure, and homes and businesses in a community that disproportionately suffers from environmental injustice. The most impoverished & vulnerable census tracts in the STEP community score in the 90-95 percentile range on CalEnviroScreen.
22	Describe how the project will incorporate adaptation measures that will lead to increased resiliency to climate impacts. Describe how the project will increase community resilience to the direct and indirect impacts of climate change. If not applicable, explain why.	This program will produce well-paying green jobs for a neighborhood enduring disproportionate unemployment. Drivers from the community will encourage riders from the community. CityDrive provides a pathway to Muni operator positions, ensuring robust staffing supporting a sustainable transportation mode. More local Muni operators will also mean shorter commutes to the many transit facilities (Muni bus yards) located in the southeast area of San Francisco. These high-quality jobs will inject money into the local economy and provide benefits such as health coverage that will equip resilient households to better withstand future climate disruptions.

	LONGEVITY AND LESSONS LEARNED	
	Describe if and how the project will	The City and County of San Francisco currently commits more than \$500,000
	remain fiscally sustainable and	per year to the CityDrive program. If the Transportation Career Pathway
	continue to provide benefits beyond	program addition proposed as part of this grant application can be shown to be
23	the grant term. If applicable,	successful, there is a high likelihood it will be fully integrated into the budget
	describe the contingency plan for	and structure of the CityDrive program and continued beyond the grant
	ensuring capital projects continue to	term. This would be mutually beneficial to the SFMTA and its ability to hire and
	serve the community if operation of	retain its transit operating workforce.

	service is discontinued after STEP funding is spent.	
24	Describe how Applicants will collect and share lessons learned with similar communities throughout the state that may be interested in implementing similar projects.	The members of the Workforce Development Project Committee will, in the course of their reporting duties, collect and share lessons learned with the Community Congress. These lessons learned will be shared through their networks of fellow community-based workforce development organizations in other cities. The Office of Economic Development will summarize programmatic detail, accomplishments, and lessons learned for sharing with other communities interested in workforce development strategies.

# STEP Implementation Grant Proposal Template PROJECT #4 THRESHOLDS & CRITERIA tab

INSTRUCTIONS

	PROJECT SCOPE	
	Project Name	Transportation Resource Center
_	Lead Implementer	Community Youth Center (CYC)

8	Describe each project scope and deliverables. Include information about all project elements as defined in Appendix E. Include what project details (if any) still need to be determined and how community residents will be involved in that	The Transportation Resource Center will be based off of the successful CHOICE pilot program that provides a Transportation Liaison for enrolled clients at the Southeast Health Center in Bayview-Hunters Point. The project will be a full-service community-based resource to answer transportation-related questions and connect residents with the full range of options and services for which they are eligible. While there are many programs geared specifically to hard-to-reach populations (Paratransit, Lifeline Muni Pass (a 50% discounted monthly Muni transit pass for low-income residents), Youth Muni Pass (a free Muni pass for low and moderate income San Francisco youth age 5 to 18), Bikeshare 4 All memberships, etc.), utilization is comparatively low in the Bayview; this is due, in part, to informational barriers, complexity of enrollment forms, and the requirement to process payment at the SFMTA Customer Service Desk in downtown San Francisco, which presently requires a time consuming transit journey for Bayview residents.
	process.	Sub-applicant Community Youth Center (CYC) will run the Transportation Resource Center out of their office on 3rd Street in the heart of Bayview-Hunters Point. They will staff a 0.75 FTE Transportation Liaison to enroll residents in transportation services on a walk-in basis. CYC will also promote this service through their ongoing community event schedule. In coordination with CYC, sub-applicant Bay Area Community Resources (BACR) will hire youth ambassadors embedded at HOPESF affordable housing sites to promote the service and direct residents to the Transportation Resource Center offices.
3 (attachme nt)	Include any applicable readiness documentation, including CEQA documentation (see Appendix E for details). Write the file names of all readiness documentation in the box to the right.	Not Applicable

The detailed scope of work for the Transportation Resource Center will be developed and executed following the awarding of the grant funds and prior to grant execution. As a programmatic effort, no CEQA analysis or clearance is required for this project. CYC has an established track record of delivering similar transportation education projects and has the organizational capacity and readiness to execute all agreements and initiate work within six months of grant execution.
If readiness requirements are not met by the time the proposal is submitted, identify the process and anticipated timeline for completing these actions within six months after grant execution or (for CEQA requirements only) at the time of grant execution.
4

	TRANSPORTATION EQUITY	
5	Describe how each project considers the needs of different groups of residents within the STEP Community. In particular, describe how each project incorporates different facets of transportation equity (including accessibility to key destinations, accessibility of transportation options, affordability, environmental sustainability, reliability, and safety) as they are defined by community residents.	This project is entirely based around furthering transportation equity. The Transportation Resource Center will provide residents with the full range of non-auto trip options available and connect them to programs meant to improve mobility for low-income & other vulnerable residents. By empowering residents to take full advantage of all options, and helping residents find the most cost-effective trip options possible, residents can optimize their trips based on the occasion and time of day. This redundancy can then improve trip time reliability for residents and provide them with options to prioritize their personal safety when traveling. Seniors, youth, and residents with disabilities in particular have greater need of multiple transportation options due to lack of access to automobiles. More than anything else, this range of options provides the type of transportation freedom that low-income residents of Bayview-Hunters Point are so often denied due to the historical impacts of structural racism in San Francisco.
9	Describe the direct, meaningful, and assured benefit(s) provided to residents of disadvantaged communities in the STEP Community.	The Transportation Resource Center will provide a comprehensive & wraparound service center for all transportation needs of Bayview-Hunters Point residents. Bayview-Hunters Point residents currently have to travel downtown to the SFMTA customer service counter to enroll for programs like Paratransit or the Lifeline Muni Pass, a trip that currently takes about an hour on public transit (on the T-Train). By this program locating within Bayview-Hunters Point and providing on-site expertise in program enrollment, vulnerable and low-

		income residents will have increased access, via the Transportation Resource Center, to opportunities to save money on their monthly transportation costs.
	COMMUNITY INCLUSION	
2	Describe the community-identified transportation needs and how each project addresses those needs in a way that community residents want.	As identified and documented in the Bayview Community Based Transportation Plan, residents have long voiced complaints over the complicated process to enroll in Paratransit or Lifeline Pass programs, as well as the difficulty in reaching the SFMTA customer service counter. Only 58% of eligible low-income and/or disabled Bayview-Hunters Point residents are enrolled in corresponding Muni pass programs. Residents have also expressed displeasure with the limited outreach process around mobility services like bikeshare or scooters, and Bayview-Hunters Point resident familiarity with their use is low. Through the Transportation Resource Center, barriers to education, information, and access will all be lowered for the STEP community's most vulnerable residents — helping to convey that programs are meant for their benefit.
∞	Describe the community engagement process that was used to identify the community's transportation needs prior to submitting the proposal. If community engagement activities used to identify these needs were conducted over two years prior to submitting the proposal, describe the process for confirming with community residents that the needs identified are still relevant.	These needs were identified during the Bayview Community Based Transportation Plan, which reached over 4,000 residents during a 12-month outreach period comprised of over 50 community-based events. The engagement activities of the Bayview Community Based Transportation Plan were conducted largely in 2019, within two years of this application.  The Transportation Resource Center was one project identified and championed by residents during a Participatory Budgeting exercise as part of the Bayview Community Based Transportation Plan. This project proposal ultimately did not meet eligibility requirements (largely due to lack of developed scope by deadline), and was therefore not included on the final public ballot.  The Transportation Resource Center was again brought up as a potential project

		by community partners during the organizing and planning process in spring of 2020 in the lead-up to the STEP grant Call for Projects.
6	Describe the community engagement activities planned to ensure that community residents have the opportunities and resources to actively participate in the decision-making process during grant implementation.	Community residents will have the opportunity to serve (with compensation) on the Project Committee for the Transportation Resource Center. Implementation decisions for the Transportation Resource Center will be brought to the Community Congress for oversight and approval, the meetings for which will be held in Bayview-Hunters Point and be open to the public. Members of the public will also have the opportunity to serve (with compensation) on the Community Congress.  During engagement for the Community Shuttle service planning, concurrent input will be sought for programmatic detail for the Transportation Resource Center, seeking to align offered services with the most common community needs and barriers to transportation. Outreach activities will be conducted in a COVID-safe manner while necessary, including online engagement through partner OneBayview and communication through local partner networks and channels.
10	Identify any hard-to-reach residents.	Youth, seniors, residents with a disability, residents with limited English proficiency, and residents in affordable housing were identified as hard-to-reach populations in Bayview-Hunters Point by partner CBOs during the Bayview CBTP outreach process.

7	Describe how the planned community engagement activities focus on the hard-to-reach residents identified above.	Engagement activities, conducted both through the Community Congress and the Bayview Community Shuttle service planning, will focus on centering the voices and needs of hard-to-reach residents. The engagement sub-applicants were chosen for their ability to deeply engage with hard-to-reach residents. All outreach material will be provided in Chinese, English, and Spanish; interpretation will be provided upon request for all public events. Engagement activities will include compensation or participation where deemed appropriate by community partners, as well as other amenities deemed necessary to secure community participation. Engagement will focus on meeting people where they are, especially residents with limited mobility such as seniors and residents of HOPESF affordable housing sites.
12	Describe how the planned community engagement activities will be evaluated for success and updated accordingly.	During the start-up period for the Transportation Resource Center, engagement through the Community Congress and Bayview Community Shuttle service planning events will be evaluated for the demographic characteristics of resident participants. Post-engagement surveys will also seek to understand whether residents feel more knowledgeable about the process and whether engagement has increased trust in the SFMTA and the process to deliver services. This will allow course adjustments in implementation.
13	Identify the expected end users.	Expected end-users are, potentially, any resident of Bayview-Hunters Point. Special programmatic emphasis will be placed on residents with likely eligibility for Muni pass programs or paratransit services, residents living in HOPESF affordable housing sites, and residents highly vulnerable to transportation challenges such as seniors, youth, residents with limited English proficiency, and residents with disabilities.
4	Describe the outreach and education activities planned to ensure that identified end users in the community have knowledge that will help them use new transportation services and actively participate in decision-making processes during grant implementation.	The first year of the Transportation Resource Center will focus on outreach and education efforts to ensure residents are aware of the new service and the range of options and opportunities it provides. Additionally, the Transportation Resource Center will be cross-promoted through outreach and education efforts for the Bayview Community Shuttle. The Community Congress, convened by partner Bayview Advocates, will provide direct input on outreach and education methods that will be effective and reach hard-to-reach populations. Through partnership with BACR Youth Champions, on-site youth ambassadors will help disseminate information about the Transportation Resource Center at HOPESF affordable housing sites. Outreach and education

		will be conducted in a COVID-safe manner while the pandemic persists, including online engagement through partner OneBayview and communication through local partner networks and channels.
15	Describe how the planned outreach and education activities focus on the hard-to-reach residents identified above.	The planned partnership with BACR youth ambassadors with focus on outreach and education activities to reach residents in HOPESF affordable housing sites. Cross-promotion of Transportation Resource Center services alongside outreach for the Bayview Community Shuttle will provide high visibility for the program among residents at-large in Bayview-Hunters Point. CYC has decades of experience in providing information and services for native Chinese speaking and Spanish speaking residents with limited English proficiency.
16	Describe how the planned outreach and education activities will be evaluated for success and updated accordingly.	The Transportation Resource Center will involve a comprehensive and standardized intake form, which not only captures all the travel information needed to connect residents with transportation service, but also captures detailed demographic data on residents utilizing the Transportation Resource Center's services. This will allow for evaluation of who is being reached by the Transportation Resource Center and allow for corrections to better reach those most vulnerable to transportation challenges. Additionally, the BACR youth ambassadors will track whom they have reached during their engagement activities at HOPESF affordable housing sites. Surveys and intake forms will be made available online as well to allow accessibility during, and following, COVID-related restrictions.

	DATA TRACKING AND REPORTING	
18	Identify the Applicant(s) who will lead data tracking and reporting.	SFMTA
19	Describe the plan for tracking and collecting project-related data to report to CARB.	SFMTA will partner with Community Youth Center to collect, process, and report data relating to Transportation Resource Center utilization and enrollment. The program will use a standardized intake form which will capture all transportation needs and challenges, as well as demographic information of clients. The project will also track outcomes for all clients. For those who enroll in given programs, the project will also explore the possibility of tracking trip patterns and utilization of Muni passes paired with Clipper Cards to understand the increased mobility impacts of Muni pass enrollment. This tracking of utilization and trip patterns can also help SFMTA further adjust transit service to better meet the needs of vulnerable populations.
20 (attachme nt)	Submit a completed STEP Benefits Calculator (see Appendix C) that includes all of the projects counted under a Clean Transportation Strategy. Write the file name in the box to the right.	Not applicable

### CLIMATE ADAPTATION AND RESILIENCY

21	Identify the impacts of climate change (on public health, the economy, the built environment,	Bayview-Hunters Point already experiences compounding impacts from climate change, which are only forecast to worsen. Extreme heat events, fire hazards, and high air pollution exposure present immediate and long term threats to public health, particularly for the elderly. Sea level rise is anticipated to raise the San Francisco Bay shoreline up to 66" – with an additional 42" of tidal and storm surge – by 2100. As outlined in community resilience studies, such
	etc.) in the STEP Community. If not applicable, explain why.	flooding threatens transportation infrastructure, emergency services, regional infrastructure, and homes and businesses in a community that disproportionately suffers from environmental injustice. The most impoverished & vulnerable census tracts in the STEP community score in the 90-95 percentile
		ימופר כמודויין סטכו כניון:
	Describe how the project will incorporate adaptation measures	The Transportation Resource Center, by connecting residents with more transportation options and improving transit affordability for low-income &
	that will lead to increased resiliency	vulnerable residents, will increase community resilience. By improving
22	to climate impacts. Describe how	transportation literacy and lowering the barriers to participation in multiple
77	the project will increase community	forms of travel, residents will have more options available to them in the face of
	resilience to the direct and indirect	any transportation system disruptions due to climate change. Resiliency
	impacts of climate change. If not	requires social cohesion and community engagement, which this center will
	applicable, explain why.	directly promote through resource exchange and effective communication.

	LONGEVITY AND LESSONS LEARNED	
	Describe if and how the project will	This project is being conducted in parallel with another transportation education pilot program (CHOICE) run iointly between SFMTA and the
	remain fiscally sustainable and	Department of Public Health, limited only to residents enrolled at the Southeast
	continue to provide benefits beyond	Health Center. The CHOICE pilot is currently funded through Lifeline
	the grant term. If applicable,	Transportation Program funding. A fiscally sustainable model would be to
23	describe the contingency plan for	combine the two projects at a later date, utilizing lessons learned from both,
	ensuring capital projects continue to	and continue to fund them through a combination of Lifeline Transportation
	serve the community if operation of	Program and SFCTA Proposition K sales tax funding. The Lifeline Transportation
	service is discontinued after STEP	Program, run by the Metropolitan Transportation Commission (MTC), is a
	funding is spent.	funding program meant to increase mobility for low-income residents. The
	-	SFCTA has in the past funded efforts towards increasing access & affordability

		for low-income residents. A demonstrable success through the STEP grant would have a high likelihood of attracting future funding.
24	Describe how Applicants will collect and share lessons learned with similar communities throughout the state that may be interested in implementing similar projects.	The members of the Transportation Resource Center Project Committee will, in the course of their reporting duties, collect and share lessons learned. The SFMTA will collect and share the successes and lessons learned from this program with their City partners as well as regional partners like MTC, BAAQMD, and CARB. If successful, this program could provide a replicable model for many communities.

# STEP Implementation Grant Proposal Template PROJECT #5 THRESHOLDS & CRITERIA tab

RESPONSES		ngress	cates
INSTRUCTIONS	PROJECT SCOPE	Project Name Community Congress	Lead Implementer   Bayview Advocates
			1

	Describe each project scope and deliverables. Include information	The Community Congress will act as an oversight and decision-making body for grant implementation, putting direct project control in the hands of members of the STEP community. Community trust is a critical hurdle in Bayview-Hunters Point; fostering greater community control not only assures better outcomes, but also builds the bridges of trust necessary to successfully implement the projects in the STEP grant proposal. Membership on the Community Congress will be allocated to community partners on the grant application as well as tobe-specified residents of the Bayview-Hunters Point community. Sub-applicant Bayview Advocates will act as the convener and facilitator for the Community Congress. All members of the Community Congress will be offered
7	about all project elements as defined in Appendix E. Include what project details (if any) still need to be determined and how community	compensation for their participation. Meetings will be open to the public and held in the community in locations accessible by public transit. Interpretation will be offered upon request.
	residents will be involved in that process.	The Community Congress will act as an oversight and decision-making body, with all Project Committees identified in the Partnership Structure reporting to the Community Congress to seek direction on implementation detail. The Community Congress will meet monthly during Year One of the grant implementation period and every two months in Year Two through Year Four of the grant. The Community Congress will inform and direct the outreach and engagement for Bayview Community Shuttle service planning. The Draft STEP Grant Partnership Structure outlining the Project Committees in the Community Congress can be found in this document in the application:
3 (attachme nt)	Include any applicable readiness documentation, including CEQA documentation (see Appendix E for details). Write the file names of all readiness documentation in the box to the right.	Not Applicable

		The Community Congress does not require CEQA clearance. Congress convener
	If readiness requirements are not	Bayview Advocates has years of experience in facilitating community-
	met by the time the proposal is	based councils and deliberations in the environmental justice model. Sub-
	submitted, identify the process and	applicant Bayview Advocates will initiate a solicitation and selection process to
ς.	anticipated timeline for completing	fill all open seats for residents & stakeholders upon the execution of
t	these actions within six months after	the grant agreement, ensuring that the Community Congress will be actively
	grant execution or (for CEQA	meeting within six months of grant execution. SFMTA's successful work with the
	requirements only) at the time of	Bayview CBTP Community Steering Committee is a recent example of the
	grant execution.	SFMTA and the project team's ability to successfully participate in a community-
		based deliberative body for transportation projects.

	The Community Congress is meant to place direct oversight and decision—making powers in the hands of the community for the implementation of the STEP grant. This deliberative body will ensure community-defined  Transportation Equity is suffused into all project elements and that all outreach and engagement efforts are community-directed to center the voices of the most vulnerable. The Community Congress will have seats available for residents and stakeholders, including compensation for service; Bayview Advocates and SFMTA will design a solicitation process that prioritizes inclusion of hard-to-reach groups and those most vulnerable to transportation challenges.  The Community Congress, by offering compensation to all voting members, seeks to bring down the barriers to participation, ensuring a broad representation of Bayview-Hunters Point's hardest to reach populations. The Community Congress will also act as a vehicle for education and capacity building within Bayview-Hunters Point, fostering leadership and literacy in transportation advocacy. Meetings will always be held within the STEP Community and easily accessible by public transit in order to lower barriers to participation.
TRANSPORTATION EQUITY	Describe how each project considers the needs of different groups of residents within the STEP Community. In particular, describe how each project incorporates different facets of transportation equity (including accessibility to key destinations, accessibility of transportation options, affordability, environmental sustainability, reliability, and safety) as they are defined by community residents.

		Voting members of the Community Congress will be compensated for their
		participation. The Community Congress, and its facilitator Bayview Advocates,
	Describe the direct, meaningful, and	will act as an educational and leadership-training vehicle to increase the
	assured benefit(s) provided to	effectiveness of community-based advocacy. By holding the meetings of the
9	residents of disadvantaged	Community Congress in transit-accessible locations in Bayview-Hunters Point,
	communities in the STEP	their deliberations will be highly accessible to residents in the STEP community.
	Community.	Engagement activities will include compensation or participation where
		deemed appropriate by community partners, as well as other amenities
		deemed necessary to secure community participation.

	COMMUNITY INCLUSION	
		As identified in the Bayview Community Based Transportation Plan, residents of
		Bayview-Hunters Point desire both to have greater control of transportation
	Describe the community-identified	decisions in their community as well as greater transparency from SFMTA
7	transportation needs and how each	around decision-making. Through the convening of the Community Congress,
`	project addresses those needs in a	greater power is placed in the hands of the Bayview-Hunters Point community
	way that community residents want.	and the body acts as an accountability mechanism for SFMTA to the
	•	community. Rather than a consultative body, the Community Congress will be
		vested with real decision-making power.
	-	These needs were identified during the Bayview Community Based
	Describe the community	Transportation Plan, which reached over 4,000 residents during a 12-month
	engagement process that was used	outreach period comprised of over 50 community-based events. The
	to identify the community's	engagement activities of the Bayview Community Based Transportation Plan
	transportation needs prior to	were conducted largely in 2019, within two years of this application.
	submitting the proposal. If	
0	community engagement activities	The Community Congress concept builds on requests and desires long-held
၁	used to identify these needs were	within Bayview-Hunters Point for a local body with the ability to directly address
	conducted over two years prior to	transportation issues. The current concept was co-developed with CBO sub-
	submitting the proposal, describe	applicants and community partners in the spring and summer of 2020 in the
	the process for confirming with	lead-up to the STEP Call for Projects. The concept builds off of a Transportation
	community residents that the needs	Subcommittee being formed by Bayview Advocates as part of their District 10
	identified are still relevant	Council. This council was developed through an environmental justice lens and
		enjoys wide community support.

6	Describe the community engagement activities planned to ensure that community residents have the opportunities and resources to actively participate in the decision-making process during grant implementation.	The Community Congress will act as the primary engagement vehicle for residents to have opportunities and resources to actively participate in the decision-making process during grant implementation. This will not simply be an advisory body, but one given true decision-making power to approve actions proposed by each Project Committee, as detailed in the Partnership Structure section. Providing this high level of community control is essential not only to project success, but also to building trust between the STEP community and a local government that has in the past been a malign influence. Engagement events led through the Community Congress will be publicized through the subapplicants for the Community Shuttle, as well as through Bayview Advocates & SFMTA communication channels & networks. Emphasis for noticing will be on hard-to-reach and vulnerable residents.
	-	Congress will be the focal point of the engagement process for the Bayview Community Shuttle service plan details. By combining both, this will reduce obligation on residents and "outreach burnout" (residents being oversubscribed with public workshops and meetings) while ensuring residents are given a critical role in the decision-making process for how the community shuttle is run.
10	Identify any hard-to-reach residents.	Youth, seniors, residents with a disability, residents with limited English proficiency, and residents in affordable housing were identified as hard-to-reach populations in Bayview-Hunters Point by partner CBOs during the Bayview CBTP outreach process.

7	Describe how the planned community engagement activities focus on the hard-to-reach residents identified above.	Our sub-applicant community partners have a long history in successfully reaching and engaging with hard-to-reach populations in Bayview-Hunters Point. The structure and process for the Community Congress will be codeveloped with sub-applicant Bayview Advocates to ensure all barriers to participation are lowered. This includes interpretation offered on request, compensations for voting members of the Congress, holding meetings at locations within Bayview-Hunters Point that are easily accessible by transit, and any other amenities deemed necessary by community partners to secure community participation.
		The bylaw documents for the Community Congress will enshrine the importance of centering the voices of hard-to-reach and vulnerable residents of Bayview-Hunters Point. Engagement activities for grant implementation across all projects will be asked to first subject proposed actions to the Community Congress to review their ability to reach hard-to-reach populations.
12	Describe how the planned community engagement activities will be evaluated for success and updated accordingly.	Project Committees will be asked to present regular reports on engagement activities to the Community Congress, to be evaluated against goals established at the launch of the project. As an oversight and decision-making body, the Community Congress will provide corrective direction to Project Committees and implementing partners on future engagement activities to ensure full participation and representation of the Bayview-Hunters Point community. Feedback will be gathered from both seated members of the Community Congress, as well as all members of the public in attendance, regarding the effectiveness of engagement activities in order to update methods accordingly.
<del>6</del>	Identify the expected end users.	The Community Congress will be comprised of representatives of all community partners that participated in the development of the STEP application, as well as a to-be-determined number of resident & stakeholder applicants. Sub-applicant Bayview Advocates will work with sitting community partners, the SFMTA, and the Supervisor's Office to initiate a solicitation and selection process for resident & stakeholder seats on the Community Congress. Public noticing of Community Congress meetings will be distributed throughout the community by community partners, with special emphasis on reaching hard-to-reach populations.

		The staff from the Transportation Resource Center (Project #4) will be
	Describe the plan for educating	responsible for providing education on other applicable CARB funding
	community residents and local	opportunities. These funding opportunities will also be brought before the
17	businesses about other applicable	Community Congress, to which the Project Committee for these infrastructure
<u> </u>	CARB funding opportunities and	projects will report on a regular basis, such as the Clean Vehicle Rebate
	supporting California Energy	Program, Clean Vehicle Assistance Program, Clean Cars for All, One-Stop-Shop
	Commission funding opportunities.	Pilot, Clean Mobility Options Pilot Project, and California Electric Vehicle
		Infrastructure Project.

	DATA TRACKING AND REPORTING	
18	Identify the Applicant(s) who will lead data tracking and reporting.	SFMTA and Bayview Advocates
19	Describe the plan for tracking and collecting project-related data to report to CARB.	SFMTA and Bayview Advocates will track and report data related to the recruitment process for additional Congress membership from residents. Information will be collected during each meeting, and members of the public attending will be asked to provide survey feedback following Congress meetings. This survey data will attempt to capture not only demographic information, but attitudes towards the Congress and its success in foster education and trust.
20 (attachme nt)	Submit a completed STEP Benefits Calculator (see Appendix C) that includes all of the projects counted under a Clean Transportation Strategy. Write the file name in the box to the right.	Not applicable

## CLIMATE ADAPTATION AND RESILIENCY

21	Identify the impacts of climate change (on public health, the economy, the built environment, etc.) in the STEP Community. If not applicable, explain why.	Bayview-Hunters Point already experiences compounding impacts from climate change, which are only forecast to worsen. Extreme heat events, fire hazards, and high air pollution exposure present immediate and long term threats to public health, particularly for the elderly. Sea level rise is anticipated to raise the San Francisco Bay shoreline up to 66" – with an additional 42" of tidal and storm surge – by 2100. As outlined in community resilience studies, such flooding threatens transportation infrastructure, emergency services, regional infrastructure, and homes and businesses in a community that disproportionately suffers from environmental injustice. The most impoverished & vulnerable census tracts in the STEP community score in the 90-95 percentile range on CalEnviroScreen.
22	Describe how the project will incorporate adaptation measures that will lead to increased resiliency to climate impacts. Describe how the project will increase community resilience to the direct and indirect impacts of climate change. If not applicable, explain why.	The Community Congress will assemble many local organizations for important decision-making that will need to be responsive to a changing climate and conditions in the community, a hallmark of resiliency. This integrated collective of organizations improves social cohesion and facilitates planning and recovery. Information shared through the Community Congress will also increase community-based knowledge on the linkages between transportation and climate risks. As a public oversight body, it can demand climate change consideration and resiliency measures be included in grant implementation.

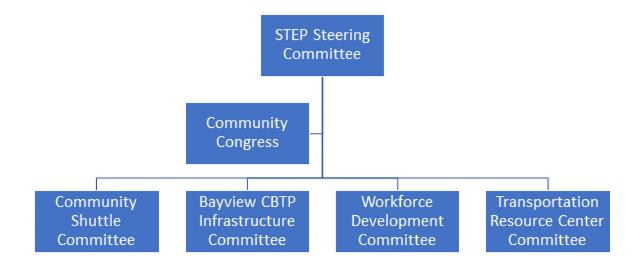
	LONGEVITY AND LESSONS LEARNED	
23	Describe if and how the project will remain fiscally sustainable and continue to provide benefits beyond the grant term. If applicable, describe the contingency plan for ensuring capital projects continue to serve the community if operation of service is discontinued after STEP funding is spent.	Bayview Advocates has recently established a District 10 council, a subcommittee of which will focus on transportation issues. Following the grant period, the Community Congress could either take the place of the District 10 transportation subcommittee or integrate with the committee. Partnerships and funding streams established by Bayview Advocates will allow for the continuation of the Community Congress past the term of the grant.

Describe ho		The sub-applicant Bayview Advocates has a long record of experience
Describe ho		convening similar bodies rooted in an environmental justice framework,
Describe he		including the District 10 Council and the Bayview Hunters
Describe he		Point Environmental Justice Task Force. Bayview Advocates will evaluate the
	Describe how Applicants will collect	decisions and outcomes of the Community Congress against best practices to
and share l	and share lessons learned with	understand what did, and didn't, work for the Community Congress and
24 similar com	similar communities throughout the	potential lessons learned that could modify best practices. SFMTA will work
state that n	state that may be interested in	with Bayview Advocates to share the lessons learned from this experiment in
implementi	implementing similar projects.	community co-power with interested communities. SFMTA's established
		relationships through its work on the Bayview Community Based Transportation
		Plan with organizations like the Participatory Budgeting Projects and the
		Greenlining Institute will also help bring a high profile to this aspect of the STEP
		grant.

### STEP Grant Partnership Structure

The STEP Grant Partnership Structure for the SFMTA Bayview-Hunters Point application is comprised of local government, community-based organizations, a private transportation service operator (RFP forthcoming), and other local stakeholders and residents. The goal of the partnership structure is to equitably address the most pressing transportation-related needs and issues in the Bayview-Hunters Point community. All partners involved are committed to:

- 1. Centering the voice & needs of the community
- 2. Strengthening the Bayview-Hunters Point community & the organizations within it
- 3. Building capacity for community leadership and ownership of transportation outcomes
- 4. Co-creating all necessary materials, proposals, and decisions relating to the project



	STEP Steering Committee (7)
Facilitator	STEP Program Manager (SFMTA)
Members	<ul> <li>Community Shuttle Project Lead (3rd Party Operator)</li> <li>Workforce Project Lead (A Philip Randolph Institute)</li> <li>Transportation Resource Center Lead (Community Youth Center)</li> <li>Community Congress Lead (Bayview Advocates)</li> <li>2 Resident Representatives</li> <li>Communications</li> </ul>
Scope	<ol> <li>Coordination &amp; alignment</li> <li>Bi-annual planning meetings (mid- and end-of year) to evaluate impact and coordinate upcoming activities, participants include all members of the CSS</li> <li>Reporting to CARB on STEP grant status</li> <li>Adaptive management &amp; conflict resolution</li> </ol>

Governance	Decision-making body: City STEP Program Manager is the final decision maker. See additional details on the Mandatory Consultation Process on p. 4
Meetings	<ul> <li>Quarterly at location in Bayview-Hunters Point, open to the public pursuant to the Brown Act</li> </ul>

	Community Congress
Facilitator	Bayview Advocates
Members	<ul> <li>All listed Community Partners in STEP grant agreement</li> <li>Other interested residents &amp; stakeholders</li> <li>City agency &amp; other technical representatives (as needed)</li> </ul>
Scope	<ol> <li>Share information, education and updates regarding STEP implementation for residents</li> <li>Engage residents and stakeholders in community engagement implementation</li> <li>Receive community feedback</li> <li>Participate in the Mandatory Consultation Process, see p. 4.</li> <li>Address transportation issues specific to the shuttle and apply restorative measures to transportation issues not caused by this project but affecting residents</li> </ol>
Governance	<ul> <li>Decision-making body: Implementation decisions from STEP Project Committees (where specified) must receive majority vote from Community Congress</li> <li>Advisory body: Community Congress may make recommendations to Project Steering Committee regarding changes to scope, budget, and roles for STEP Project Committees, with ultimate decision-making power lying with the Project Steering Committee</li> </ul>
Meetings	<ul> <li>Every 2 months at a location easily accessible by public transit, at a time convenient for community participation</li> </ul>

	Community Shuttle Committee
Facilitator	SFMTA Innovation
Members	<ul> <li>Contracted third-party operator</li> <li>Subcontracted CBO Community Partners, including:         <ul> <li>3<sup>rd</sup> St Youth Center &amp; Clinic</li> <li>Bayview El Centro</li> <li>Bayview Senior Services</li> <li>Community Youth Center</li> <li>OneBayview</li> </ul> </li> <li>2 nominated community representatives</li> </ul>
Scope	<ol> <li>Outreach &amp; Engagement for Community Shuttle service planning</li> <li>Implementation of Community Shuttle service</li> <li>Education &amp; Marketing of Community Shuttle service</li> <li>Feedback &amp; data tracking of Community Shuttle ridership</li> <li>Report outs of Community Shuttle progress</li> </ol>

Governance	<ul> <li>Decision-making body: simple majority vote for decisions within the scope for</li> </ul>
	Items 1 & 3; votes must be validated by Community Congress majority vote.
	Changes to the scope must be brought to the Project Steering Committee.
	<ul> <li>Advisory body: SFMTA Innovation final decision maker for Item 2.</li> </ul>
Meetings	Every month at rotating location within Bayview-Hunters Point accessible by
	public transit.

Bayview CBTP Infrastructure Committee		
Facilitator	SFMTA Livable Streets	
Members	<ul> <li>SFMTA Finance &amp; Information Technology</li> <li>SFMTA STEP Project Manager</li> <li>2 nominated community representatives</li> </ul>	
Scope	<ol> <li>Implementation of Capital Projects</li> <li>Additional public outreach &amp; engagement, as needed</li> <li>Report outs of implementation progress</li> </ol>	
Governance	Decision-making body: SFMTA Livable Streets is final decision maker	
Meetings	<ul> <li>Every 2 months at rotating location within Bayview-Hunters Point accessible by public transit.</li> </ul>	

	Workforce Development Committee		
Facilitator	A Philip Randolph Institute		
Members	<ul> <li>STEP Project Manager (SFMTA)</li> <li>SFMTA Transit</li> <li>Office of Economic &amp; Workforce Development</li> <li>Young Community Developers</li> <li>2 nominated community representatives</li> </ul>		
Scope	<ol> <li>Coordination of Workforce activities</li> <li>Report outs of implementation progress</li> </ol>		
Governance	<ul> <li>Decision-making body: majority vote by committee for decisions within scope, validated by Community Congress; Changes to the scope must be approved by Project Steering Committee</li> </ul>		
Meetings	<ul> <li>Every month at rotating location within Bayview-Hunters Point accessible by public transit.</li> </ul>		

Transportation Resource Center Committee		
Facilitator	Community Youth Center	
Members	<ul> <li>STEP Project Manager (SFMTA)</li> <li>Subcontracted CBOs</li> <li>2 nominated community representatives</li> </ul>	
Scope	<ol> <li>Staff training &amp; deployment</li> <li>Tracking data for staff utilization &amp; services utilized</li> <li>Report outs of implementation progress</li> </ol>	

Governance	<ul> <li>Decision-making body: majority vote by committee for decisions within scope, validated by Community Congress; Changes to the scope must be approved by Project Steering Committee</li> </ul>
Meetings	<ul> <li>Every 2 months at rotating location within Bayview-Hunters Point accessible by public transit.</li> </ul>

Communications/Outreach Committee		
Facilitator	OneBayview	
Members	All sub-applicants and SFMTA staff	
Scope	<ol> <li>Help set benchmarks and goals associated with our work in the community</li> <li>Help define online app scope and ownership of data</li> <li>User-centered/Community Centered design work</li> <li>Develop Agile community-focused communication strategies and implementation plans</li> <li>Create a scorecard for community impact throughout the process</li> </ol>	
Governance	Decision-making body: majority vote by committee for decisions within scope, validated by Community Congress; Changes to the scope must be approved by Project Steering Committee	
Meetings	Combination of online and in-person	

### **GOVERNANCE CONSIDERATIONS**

### **Meeting Procedures**

- Project meetings require 72 hour notice, and meeting agendas and notes for public access will be published on the SFMTA website. Project meetings will be held at times that are accessible to community members. Projects meetings will be held at locations that are accessible to community members via public transit, such as:
  - Alex Pritcher Room, Southeast Community Facility
  - Bayview-Hunters Point Library
  - Bayview YMCA
  - BMAGIC offices
  - o Dr George W Davis Senior Center
  - We need to add an online option. The city and county of San Francisco has been directed to work from home for the next year. I think we should folllow suite and use online as our primary means of meeting.
- While shelter-in-place orders are in effect, all meetings will be held online.
- Interpretation services will be provided at any meeting, pending a request is placed at least 48 hours before the meeting.
- Steering Committee meetings are considered public, pursuant to the Brown Act.
- Partners may send multiple representatives to meetings, but in the case of a vote, each Partner entity will only count for 1 vote.
- Quorum is established when there is a majority of authorized members present.

 Special or additional meetings may be called at the request of the City, Steering Committee, Working Groups or Community Congress (by a majority vote), provided that there is a minimum of 72 hours notice.

### **Administrative Support**

- FTE administrative support (staffed through the City) will support the Working Group leads.
- The STEP Program Manager will book meeting space in City facilities, pending room availability.

### **Resident Representatives**

- Upon execution of the Grant Agreement, the Community Congress will develop a selection process for the Resident Representatives. This process must enshrine the collaborative and inclusive Principles of this document.
- Resident Representatives are highly encouraged to regularly attend the Community Congress meetings to provide regular updates and opportunities for feedback.

### **Mandatory Consultation Process**

- This cross-collaborative work between local government, community-based organizations, stakeholders and residents will involve reflection and course correction as needed.
- The Mandatory Consultation Process must be followed by the Steering Committee and Project Committees when considering changes to project scopes, or as denoted in this document, after the execution of a Grant Agreement between the California Air Resource Board and the City of San Francisco:
  - Proposed changes will be referred to the Community Congress by the appropriate body (Steering Committee or Project Committee). The Community Congress may then call a special meeting within 2 weeks of the proposed change, and may take an advisory vote on the course of action. This advisory recommendation will be posted and made public via the SFMTA website.
  - Relevant Project Committees may also convene to offer an advisory vote within 2 weeks of the proposed change, and any advisory recommendation will be posted and made public via the SFMTA website.
  - The Steering Committee will then convene to discuss the issue, considering the advisory recommendations of the Community Congress and/or relevant Project Committees. The final decision will be made by the STEP Program Manager, see p.
  - The Mandatory Consultation Process may be suspended for the first six (6) months after the execution of the Grant Agreement at the discretion of the Facilitators.

### **Conflict Management**

- If a conflict or dispute arises, the STEP Program Manager and Community Congress Facilitator will convene the conflicted parties. Meetings in person (versus by phone) are highly recommended to promote trust-building and transparency among all stakeholders.
- Third-party entities may be brought in to help mediate conflict that requires particularly nuanced or complex dynamics.
- Third-party mediators are mandatory for disputes over conflict of interest.

### **Procedures to Change, Add or Remove Partners**

- Any changes to the Collaborative Stakeholder Structure, such as changing or adding Partners, must follow the Mandatory Consultation Process.
- If a Partner is no longer able to participate in the Collaborative Stakeholder Structure or fulfill the terms of their Professional Service Agreement with the City of Stockton, they must provide a minimum of 60 days notice and will actively participate in identifying a replacement organization and planning for their departure, if requested.

### Amendments to the Collaborative Stakeholder Structure

- This Collaborative Stakeholder Structure may be amended following the Mandatory Consultation Process.
- Understanding that this collaborative work will require flexibility, we recommend that the Collaborative Stakeholder Structure be revisited within 1 - 2 years following the execution of the Grant Agreement.

### Legal and Financial Relationships

Legal and financial relationships between the City and Co-Applicants will be further defined
within individual Professional Service Agreements that will define the project scope,
insurance requirements, general terms and conditions, special terms and conditions,
compensation schedule, and project timeline if the City is awarded a STEP Implementation
Grant.

### **Setting community based metrics**

I would like us to explicitly state a number of people who we want to serve.

I am providing this just as a draft baseline:

\$14M assuming a length of disbursement of 5 years would yield \$2,800,000/year

So if we were using Clipper cards as a baseline we could serve between 2333 people on the low end and 5833 people on the high end per month.

Regular clipper - \$100/month/clipper approximately 28,000 clipper cards per year. If each person gets 12 per year we would serve approximately 2333 people/year each year for 5 years.

Discount clipper - \$40/monthClipper card is approximately 70,000 clipper cards. If a person rides it every day for 12 months that serves 5,833 people.

Again this is just for a possible baseline.

### **EXHIBIT D**

### **GRANT SOLICITATION PACKAGE**

CARB will include the grant solicitation package in this section.

# Sustainable Transportation Equity Project

# Implementation Grant Solicitation

# Low Carbon Transportation Investments Fiscal Year 2019-20 California Climate Investments





June 4, 2020

If you need this document in an alternate format or language, please contact Bree Swenson at (916) 440-8284 or <a href="mailto:step@arb.ca.gov">step@arb.ca.gov</a>. TTY/TDD/Speech to Speech users may dial 711 for California Relay Service.

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# **OVERVIEW**

#### I. SUMMARY

### A. Background

The California Air Resources Board (CARB) is issuing two competitive solicitations for multiple grantees across the state under the Sustainable Transportation Equity Project (STEP). STEP's overarching purpose is to increase transportation equity in disadvantaged¹ and low-income communities¹ throughout California via two types of grants: Planning and Capacity Building Grants and Implementation Grants. Within these two grant types, CARB currently has up to \$22 million of available funding for planning, clean transportation, and supporting projects. This funding amount is subject to change and not guaranteed.

This solicitation is for STEP Implementation Grants. For the Planning and Capacity Building Grant Solicitation, see: <a href="http://www.arb.ca.gov/msprog/aqip/solicitations.htm">http://www.arb.ca.gov/msprog/aqip/solicitations.htm</a>

STEP is part of California Climate Investments, a statewide initiative that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas (GHG) emissions, strengthening the economy, and improving public health and the environment—particularly in disadvantaged communities.

STEP aims to address community residents' transportation needs, increase residents' access to key destinations (e.g., schools, grocery stores, workplaces, daycare facilities, community centers, medical facilities), and reduce GHG emissions. Based on environmental justice principles, STEP funds projects that are priorities for historically under-served and over-burdened residents by requiring that projects center the knowledge and expertise of residents through all phases of project design, implementation, and evaluation. STEP has the flexibility to fund many different types of projects to ensure that STEP funds can help meet the needs of each community within that community's context.

STEP proposals require a significant amount of up-front work. The effort and expertise that Applicants invest in their proposals enables CARB to ensure that selected and funded projects are those that are most likely to address each community's vision, help meet the State's objectives, and achieve objectives that intersect across the climate, transportation, equity, and housing sectors.

#### B. Implementation Grant Solicitation

Through the Implementation Grant Solicitation, STEP currently has up to \$20 million available from Fiscal Year (FY) 2019-2020 Low Carbon Transportation Investments to fund clean transportation and supporting projects in disadvantaged communities.

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<sup>&</sup>lt;sup>1</sup> See definitions in Appendix A.

Funded projects will work together to increase community residents' ability to access key destinations without a personal vehicle. Lead Applicants may include community-based organizations, federally recognized tribes, and local governments.

If you are unsure whether you are ready to apply for an Implementation Grant or should apply for a Planning and Capacity Building Grant, see: https://ww3.arb.ca.gov/msprog/step/step\_flowchart.pdf

CARB hosted four public work group meetings between October 2019 and January 2020 to gather public feedback on the design of STEP's criteria and requirements. CARB used input from these meetings and the dozens of written comments received after these meetings to develop a Draft Requirements and Criteria document.<sup>2</sup> The Draft Requirements and Criteria went through a public comment period in March 2020, and stakeholder comments<sup>3</sup> from that period were considered when finalizing this solicitation.

Technical assistance may be available to Implementation Grant Applicants and award recipients through a technical assistance contract between the Strategic Growth Council (SGC) and Estolano Advisors (see <u>Technical Assistance</u>).

Funding recipients will be selected via an open competitive solicitation process. Proposals are due to CARB by email, mail, or in-person delivery no later than 5:00 pm (Pacific Time), August 31, 2020.

#### II. AVAILABLE FUNDING

This solicitation is estimated to provide up to \$20 million in FY 2019-2020 funds for STEP Implementation Grants. CARB anticipates awards will be made to between one and three disadvantaged communities. Please note that \$20 million is the maximum amount of funding that may be available for STEP Implementation Grants and is subject to change. The final funding amount will be determined through a public work group meeting during the solicitation period and the resulting determination will be posted on CARB's website. For future information about the public work group meeting, see: <a href="https://ww2.arb.ca.gov/our-work/programs/low-carbon-transportation-investments-and-air-quality-improvement-program/low-0">https://ww2.arb.ca.gov/our-work/programs/low-0</a>

Applicants will be required to provide a minimum **resource contribution**<sup>1</sup> of 20 percent of the total proposal budget. Resource contributions may include cash match, in-kind services, and leveraged funding from other public or private sources including other California Climate Investments programs. See Resource Contribution for details.

https://ww3.arb.ca.gov/msprog/step/step\_public\_comment\_summary.pdf?\_ga=2.108291522.19822607 41.1587662624-1405068476.1585775700

<sup>&</sup>lt;sup>2</sup> https://ww3.arb.ca.gov/msprog/step/feb28-2020-step-requirements-and-criteria.pdf

<sup>2</sup> 

#### A. Option for Future Grant Agreements

This solicitation includes the option for CARB to award new grant agreements or grant agreement amendments from FY 2019-2020 and FY 2020-2021, depending on the availability of funding and upon CARB's sole discretion. The Applicant understands and agrees that there is no guarantee that additional funds will be awarded, and that CARB cannot provide assurance of future program funding.

STEP may receive additional funds from Low Carbon Transportation Investments in FY 2020-2021.<sup>4</sup> These funds may be dedicated to a new solicitation for Implementation Grants that focuses on funding an additional one to two proposals that may complement the proposals awarded in the current solicitation by piloting STEP's approach to transportation equity in different types of communities.

That being said, if additional funds become available and eligible proposals submitted in response to this solicitation remain unfunded, those proposals may be funded without reissuing a solicitation. If additional funding becomes available, the expenditure timeline of those new funds may extend the grant term end date beyond that listed in this solicitation.

#### III. TIMELINE

During the solicitation period, CARB will host multiple public teleconferences to answer questions about the solicitation (see <u>Applicant Teleconferences</u>). All proposals must be received by CARB by 5:00 pm (Pacific Time), August 31, 2020.

All draft grant agreements for STEP funds must be submitted to CARB by December 23, 2020. All final grant agreements for STEP funds must be finalized and submitted to CARB by March 15, 2021. Grant agreements must be executed by May 14, 2021. All STEP funds must be expended within the **grant term**.<sup>1</sup>

All projects must plan to be completed (including a Final Report) and all final disbursement requests for reimbursement must be received by CARB no later than March 31, 2025 to ensure adequate time for processing prior to the end of the fiscal year.

**Table 1: Solicitation Timeline** 

Key Action	Date	Time (Pacific Time)
Public Release of Solicitation	June 4, 2020	
Preliminary Applicant Question Deadline	June 25, 2020	12:00 pm
Preliminary Applicant Teleconference	June 30, 2020	3:00 pm
Deadline for Technical Assistance Survey	July 15, 2020	5:00 pm

 $<sup>^{4}\,\</sup>underline{\text{https://ww2.arb.ca.gov/our-work/programs/low-carbon-transportation-investments-and-air-quality-improvement-program/low-1}$ 

Key Action	Date	Time (Pacific Time)
Responses		
Mid-Solicitation Applicant Question Deadline	July 17, 2020	5:00 pm
Mid-Solicitation Teleconference	July 22, 2020	2:00 pm
Final Applicant Question Deadline	August 10, 2020	5:00 pm
Final Applicant Teleconference	August 13, 2020	3:00 pm
Proposal Submittal Deadline	August 31, 2020	5:00 pm
Review and Scoring of Proposals	September 1-30, 2020	
Preliminary Grantee Selection	October 15, 2020	5:00 pm
Complete Grant Agreement for CARB Review	December 23, 2020	5:00 pm
Final Grant Agreement to CARB	March 15, 2021	5:00 pm
Execute Grant Agreement and Return Signed Grant Agreement to CARB <sup>5</sup>	May 14, 2021	5:00 pm
Draft Final Report to CARB	January 31, 2025	5:00 pm
Grant Term and Final Disbursement Request Deadline	March 31, 2025	11:59 pm

Timelines are subject to change at CARB's sole discretion.

#### IV. PROPOSAL INSTRUCTIONS

The **proposal**<sup>1</sup> includes the projects and supporting activities that make up the full STEP investment in a single community.

A proposal must be submitted for either a Planning and Capacity Building Grant or an Implementation Grant. One proposal may not be used to apply for both grant types, though an Applicant may submit separate proposals to apply for both grant types. This solicitation is for the Implementation Grant. For the Planning and Capacity Building Grant Solicitation, see: <a href="http://www.arb.ca.gov/msprog/aqip/solicitations.htm">http://www.arb.ca.gov/msprog/aqip/solicitations.htm</a>

Applicants must submit a proposal using the Proposal Template in **Appendix B**. The template outlines all of the components that must be included in a STEP proposal. **Proposal components**<sup>1</sup> are organized into five categories.

Grant	Applicants and	Proposal	Project-specific	Proposal
	Partnership	Thresholds and	Thresholds and	Implementation
Framework	Structure	Criteria	Criteria	Plan

-

<sup>&</sup>lt;sup>5</sup> Includes governing board resolution

This solicitation document includes instructions on how to complete and submit each proposal component, listed below by category.

**Table 2: Proposal Components** 

Table 2: Proposal Components Proposal Component Submission Format				
Cover page (Appendix C)	Attachment			
Grant Framework (page 6)	Duan and Tananlata			
Vision statement	Proposal Template			
Strategies identified	Proposal Template			
Projects identified	Proposal Template			
Project summary for public posting	Proposal Template			
Applicants and Partnership Structure (page 12)				
Lead Applicant and Sub-applicant identification,	Proposal Template and			
qualifications, and letters of support	Attachments			
Conflict of interest declaration	Attachments			
Community Partner identification and letters of	Proposal Template and			
support	Attachments			
Partnership Structure	Proposal Template			
Proposal Thresholds and Criteria (page 20)				
STEP Community map	Attachments			
STEP Community description	Proposal Template			
Consistency with existing plans letter(s) of support	Attachments			
Connections to existing projects component	Proposal Template			
Workforce development component	Proposal Template			
Displacement avoidance component	Proposal Template			
Affordable housing and land use component	Proposal Template			
Project-specific Thresholds and Criteria (page 25)				
Project scope	Proposal Template			
Doodings doorwoontation (Anna andir E)	Proposal Template and			
Readiness documentation (Appendix E)	Attachments			
Transportation equity component	Proposal Template			
Community-identified transportation needs				
component	Proposal Template			
Community engagement component	Proposal Template			
Outreach and education component	Proposal Template			
Data tracking and reporting component	Proposal Template			
Benefits Calculator and supporting documentation				
(Appendix I)	Attachments			
Climate adaptation and resiliency component	Proposal Template			
Longevity and lessons learned component	Proposal Template			
Proposal Implementation Plan (page 33)				
Proposal budget	Proposal Template			
Resource contribution documentation	Attachments			
Proposal timeline	Proposal Template			

A checklist of all proposal components is also included in Appendix C, Section II.

Some proposal components will be used to screen all proposals to ensure they meet all eligibility thresholds, including general completeness. These components are identified in Instructions boxes throughout this document with (Eligibility Threshold). If a proposal does not meet all eligibility thresholds, the Lead Applicant will be notified by CARB within four business days after the solicitation deadline and will have two business days to submit proof that missing eligibility thresholds have been met. Updates to eligibility thresholds during this time should not result in substantial changes to proposals. Eligibility thresholds will be evaluated at CARB's sole discretion. After that deadline, proposals that do not meet all eligibility thresholds will not be scored. See Appendix C, Section III for a full list of eligibility thresholds organized by proposal component.

	INSTRUCTIONS (Proposal Template INSTRUCTIONS tab)
	AFTER THE PROPOSAL IS COMPLETE
1	Complete, sign, and date the cover page of the proposal (see Appendix C,
	Section I). <i>(Eligibility Threshold)</i>
	AFTER THE PROPOSAL IS COMPLETE
	Complete the Proposal Components and Eligibility Thresholds checklists (see
	Appendix C, Sections II and III) to ensure that all proposal components (sections
2	of the proposal template and attachments) have been included and all eligibility
	thresholds have been met before submitting to CARB. If you answer "No" to any
	of the items in the checklist, go back and complete those items before
	submitting the proposal to CARB. Submit the final completed checklist to CARB
	with the rest of the proposal. <i>(Eligibility Threshold)</i>

Some proposal components will be scored during the proposal review process. These components are identified in Instructions boxes throughout this document with (Scoring Criterion). CARB will select funding recipients based upon the scoring criteria<sup>1</sup> identified in Appendix D.

Grant Framework Applicants and Partnership Structure

Proposal Thresholds and Criteria Project-specific Thresholds and Criteria Proposal Implementation Plan

# **GRANT FRAMEWORK**

This section describes the proposal components in the Grant Framework category. Some components will be used to ensure eligibility thresholds identified in Appendix C, Section III are met. Some components will be scored during the proposal review process based on the quality of the component using the scoring criteria in Appendix D. Applicants must complete these proposal components using the Proposal Template in Appendix B.

The grant framework establishes the structure that all STEP proposals must follow. The framework consists of four related parts—objectives, vision, strategies, and projects.

Figure 1: Grant Framework

STEP Objectives

Community Vision:
Applicant and communitydefined description of how
the proposal will meet
STEP's objectives and
address community needs.

**Strategies:** Categories of projects that Applicants may select in order to achieve their vision. Identified by the Applicant as a result of a community engagement process.

**Projects:** Vehicles, equipment, infrastructure, operations, planning, and capacity building projects that the Applicant wants STEP to fund. Identified by the Applicant as a result of a community engagement process.

All aspects of the proposal, including identification of the vision, strategies, and projects, must be developed through community engagement. Community engagement may be undertaken specifically to apply for STEP funds or may have been previously completed as part of another relevant local planning process undertaken in

Grant	Applicants and	Proposal	Project-specific	Proposal
	Partnership	Thresholds and	Thresholds and	Implementation
Framework	Structure	Criteria	Criteria	Plan

and with the STEP Community (see <u>STEP Community</u>) (e.g., community engagement for active transportation plan, General Plan, specific plan, neighborhood plan, unmet transit needs assessment). These community engagement activities must have been conducted within at least 4 years of the proposal submittal date.

#### I. STEP OBJECTIVES

STEP's overarching purpose is to increase transportation equity in a way that reduces GHG emissions and benefits residents of disadvantaged and low-income communities.

**Transportation Equity:** When a community's transportation system provides accessible, affordable, environmentally sustainable, reliable, and safe transportation options to all residents, in particular those that have been disproportionately impacted by pollution or lack access to services. Transportation equity is intrinsically linked to access to economic opportunities and occurs when community residents have the power to make decisions about their transportation systems.

STEP Implementation Grants fund community-based projects that have been designed and implemented in collaboration with community residents to address transportation needs and inequities. Some examples of solutions to transportation inequities that may be addressed through a STEP proposal include:

- Well-lit transit stations or stops where people regardless of gender or racial identity feel safe
- Pedestrian infrastructure that is accessible to people in wheelchairs or with strollers and that reduces the chance of traffic collisions
- Transportation options that enable trip-chaining and non-commute trips as well as commute trips
- Transportation options that overcome physical barriers that hinder access to key destinations such as schools, grocery stores, workplaces, daycare facilities, community centers, or medical facilities
- Increased transportation options in historically disinvested communities

STEP Planning and Capacity Building Grants provide funding to facilitate collaboration and community engagement during project development. For the Planning and Capacity Building Grant Solicitation, see:

http://www.arb.ca.gov/msprog/agip/solicitations.htm

STEP Implementation Grants provide funding to facilitate collaboration and community engagement during project implementation, especially with **hard-to-reach residents**.<sup>1</sup>

STEP's objectives reflect the priorities of both California Climate Investments and the Low Carbon Transportation Investment's clean transportation equity projects.

Grant	Applicants and	Proposal	Project-specific	Proposal
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Objectives for the Implementation Grants are to facilitate transportation equity via the following:

- Address disadvantaged community residents' transportation needs through resident-led decision-making processes
- Increase access to key destinations to benefit residents of disadvantaged communities
- Increase clean transportation options that reduce GHG emissions and passenger vehicle miles traveled in disadvantaged communities

#### II. COMMUNITY VISION

The proposal must include a vision statement that articulates how the proposed projects will help address the transportation needs of the community and achieve STEP's objectives stated above. For example, Applicants may describe the specific transportation and accessibility needs in the community and how, with STEP funding, those may be addressed through shared, zero-emission modes rather than through single-occupancy and combustion-fueled modes of transportation. Residents and other key stakeholders (e.g., community groups, local small businesses) must be involved in the development of the vision statement.

	INSTRUCTIONS (Proposal Template GRANT FRAMEWORK tab)
1	Describe the vision for the STEP Community. (Scoring Criterion)
2	Describe how residents and other key stakeholders were involved in the development of the vision statement identified above. (Scoring Criterion)

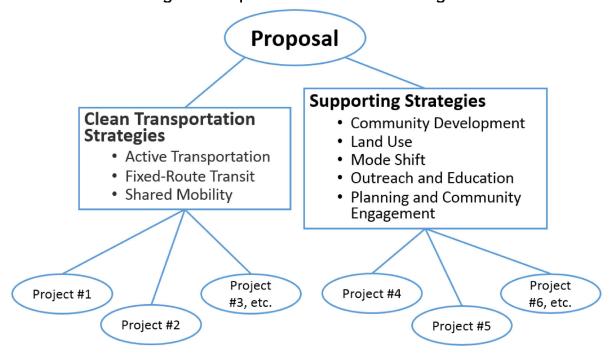
#### III. ELIGIBLE STRATEGIES

Strategies are categories of projects that are eligible for funding and that are selected by Applicants as a result of a community engagement process. Applicants are encouraged to address community-identified transportation needs by connecting and integrating projects from different strategies into the community's transportation system.

The STEP Implementation Grant includes two types of strategies: Clean Transportation Strategies and Supporting Strategies. The proposal must maximize the use of both Clean Transportation Strategies and Supporting Strategies that work with each other to achieve the community's vision. See the figure and information below for more details on the strategies.

Grant	Applicants and	Proposal	Project-specific	Proposal
	Partnership	Thresholds and	Thresholds and	Implementation
Framework	Structure	Criteria	Criteria	Plan

Figure 2: Implementation Grant Strategies



Residents and other key stakeholders (e.g., community groups, local small businesses) must be involved in the identification of the proposed strategies. See Appendix E for examples of the types of eligible projects included in each strategy.

## A. Clean Transportation Strategies

Clean Transportation Strategies<sup>1</sup> expand the clean transportation options available to residents, encourage mode shift away from single-occupancy vehicles to clean transportation options, fill transportation gaps, and connect transportation modes (e.g., through first/last mile<sup>6</sup> connections). The proposal must identify at least one Clean Transportation Strategy from the list below, but Applicants are strongly encouraged to combine multiple strategies in order to achieve multiple of the goals listed above. Clean Transportation Strategies include:

- Active Transportation<sup>1</sup>
- Fixed-route Transit<sup>1</sup>

**Shared Mobility**<sup>1</sup> (e.g., carshare, bikeshare, microtransit, shuttles, pooling)

At least 50 percent of the total proposal budget must fund projects that are counted toward the proposal's Clean Transportation Strategies. Projects under Clean Transportation Strategies must have quantifiable GHG emission reductions using CARB's Quantification Methodologies (see <u>Data Tracking and Reporting</u>).

<sup>&</sup>lt;sup>6</sup> The first and last portion of a trip, typically between the starting point or destination and a transit service that makes up the core of the trip

Grant	Applicants and	Proposal	Project-specific	Proposal
	Partnership	Thresholds and	Thresholds and	Implementation
Framework	Structure	Criteria	Criteria	Plan

#### **B.** Supporting Strategies

Supporting Strategies<sup>1</sup> support and enhance clean transportation projects that already exist in the STEP Community, prioritize clean transportation options over single-occupancy combustion vehicles, or lay the groundwork for successful implementation of STEP-funded transportation projects. The proposal must identify at least one Supporting Strategy from the list below, but Applicants are strongly encouraged to combine multiple strategies in order to achieve multiple of the goals listed above. Supporting Strategies include:

- Community Development<sup>1</sup> (e.g., electric vehicle charging readiness to support charging stations for future planned shared mobility services, partnership with workforce training programs)
- Land Use<sup>1</sup> (e.g., land use plans to curb urban or suburban sprawl)
- Mode Shift<sup>1</sup> (e.g., broadband network infrastructure for access to transportation services, parking pricing, telecommuting programs)
- Outreach and Education<sup>1</sup> (e.g., behavior change campaigns, pop-up and demonstration projects)
- Planning and Community Engagement<sup>1</sup> (for new or existing transportation and mode shift strategies)

#### IV. ELIGIBLE PROJECTS

See **Appendix E** for a list of eligible and ineligible projects and related **elements**,<sup>1</sup> eligible and ineligible costs, and specific project requirements. Projects that are not on the eligible or ineligible lists may be determined to be eligible at CARB's sole discretion.

The proposal must identify at least one eligible project for each strategy that the Applicants would like STEP to fund,. Identified projects should work together to achieve the community's vision. However, Applicants are encouraged to demonstrate how projects and project elements may be prioritized for funding in case the full proposal cannot be funded.

Residents and other key stakeholders (e.g., community groups, local small businesses) must be involved in the identification of proposed projects.

While proposed projects should be as certain as possible, project design specifics may be determined or updated based on community engagement after the community is selected. CARB will work with the selected funding recipients to determine where flexibility is possible within the grant agreement to allow for community engagement to continue informing project design throughout grant implementation. For example, Applicants may work with community residents to identify the need for a new carshare service, but may wait to identify the exact locations of the carsharing stations or the functionality of the mobile app that will be used to reserve vehicles until after the

Grant	Applicants and	Proposal	Project-specific	Proposal
Framework	Partnership	Thresholds and	Thresholds and	Implementation
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grant agreement is executed.

All projects must be completed within the grant term. All projects must be compliant with all relevant laws, regulations, policies, and procedures.

Projects may contain multiple project elements. Each project element must meet all eligible cost and readiness requirements as defined in Appendix E.

	INSTRUCTIONS (Proposal Template GRANT FRAMEWORK tab)
3	In order of priority for funding, identify each project that Applicants plan to implement within the overall proposal. (Eligibility Threshold and Scoring Criterion)
4	Identify the associated strategy that each project will count towards. (Eligibility Threshold and Scoring Criterion)
5	Describe how residents and other key stakeholders were involved in the identification of each strategy and project. (Scoring Criterion)
6	Provide a summary of the proposal that includes a brief description of all proposed STEP-funded projects. Summaries from all Applicants will be posted publicly on CARB's website. (Eligibility Threshold)

Grant Framework Applicants and Partnership Structure

Proposal Thresholds and Criteria

Project-specific Thresholds and Criteria

Proposal Implementation Plan

# APPLICANTS AND PARTNERSHIP **STRUCTURE**

This section describes the proposal components in the Applicants and Partnership Structure category. Some components will be used to ensure eligibility thresholds identified in Appendix C, Section III are met. Some components will be scored during the proposal review process based on the quality of the component using the scoring criteria in Appendix D. Applicants must complete these proposal components using the Proposal Template in Appendix B.

Each proposal must include partnerships between a Lead Applicant, Sub-applicants, and Community Partners. These entities, representing different interests and priorities in the STEP Community and possessing different skillsets and expertise, should work together to collectively develop and implement a proposal that serves both community residents and local implementers.

Community Partner #2, etc. Community Partner #1 Sub-applicant #2, etc. Sub-applicant #1 **Lead Applicant** California Air **Resources Board** 

Figure 3: Partnership Structure

Applicants must meet all applicable requirements of the AQIP Guidelines, Low Carbon Transportation Funding Plan<sup>8</sup> and this solicitation and comply with all relevant laws, regulations, policies, and procedures. Where applicable, Applicants must be compliant with CARB regulations such as those that regulate trucks, buses, off-road equipment, and engine inspection requirements prior to grant agreement execution. When preliminarily selected as a funding recipient, where applicable, Applicants may be required to verify compliance with CARB regulations if applicable, including:

Truck and Bus regulation<sup>9</sup>

<sup>7</sup> https://ww3.arb.ca.gov/regact/2009/agip09/agip09.htm

<sup>&</sup>lt;sup>8</sup> https://ww2.arb.ca.gov/our-work/programs/low-carbon-transportation-investments-and-air-qualityimprovement-program/low-1

<sup>9</sup> https://ww2.arb.ca.gov/our-work/programs/truck-and-bus-regulation

Grant	Applicants and	Proposal	Project-specific	Proposal
_	Partnership	Thresholds and	Thresholds and	Implementation
Framework	Structure	Criteria	Criteria	Plan

- Periodic Smoke Inspections of Heavy-duty Diesel-Fueled Vehicles<sup>10</sup>
- Diesel Particulate Matter Control Measure for Municipality or Utility On-road Heavy-Duty Diesel-Fueled Vehicles<sup>11</sup>
- Regulation for In-Use Off-Road Diesel-Fueled Fleets<sup>12</sup>
- Large Spark-Ignition Engine Fleet Requirements Regulation<sup>13</sup>

#### I. ELIGIBLE APPLICANTS

Applicants<sup>1</sup> include both the Lead Applicant and all Sub-applicants. If the Lead Applicant is a local government, at least one of the Sub-applicants must be a community-based organization. If the Lead Applicant is a community-based organization, at least one of the Sub-applicants must be a local government. If the Lead Applicant is a federally recognized tribe, no specific partnerships are required, though partnerships are still encouraged.

## A. Lead Applicants

The **Lead Applicant**<sup>1</sup> is the entity that is responsible for leading the development of the proposal and the implementation of the projects funded through STEP. In most cases, the Lead Applicant should be the organization most focused on and connected to the STEP Community (see <u>STEP Community</u>). The Lead Applicant will enter into a partnership with other entities for the purpose of applying for a STEP grant.

There must only be one Lead Applicant per proposal. Should their proposal be selected for funding, the Lead Applicant will enter into a grant agreement with CARB and assume responsibility and accountability for the use and expenditure of received STEP funds as the Grantee. The Lead Applicant is responsible for contracting and working with all Sub-applicants and Community Partners to implement the proposed project.

Types of entities that may be Lead Applicants:

- Community-based organizations<sup>1</sup>
- Federally recognized tribes<sup>1</sup>
- Local governments<sup>1</sup>

If an entity that would be the Lead Applicant does not have the administrative capacity to assume this role, they may be a Sub-applicant and partner with another entity applying as the Lead Applicant. In this scenario, all Lead Applicant requirements would still apply. The Lead Applicant would still enter into a grant agreement with CARB and

https://ww2.arb.ca.gov/our-work/programs/use-road-diesel-fueled-fleets-regulation

<sup>&</sup>lt;sup>10</sup> https://ww2.arb.ca.gov/our-work/programs/heavy-duty-diesel-inspection-periodic-smoke-inspection-program

<sup>11</sup> https://ww3.arb.ca.gov/msprog/publicfleets/regdocs.htm

<sup>&</sup>lt;sup>13</sup> https://ww2.arb.ca.gov/our-work/programs/large-spark-ignition-lsi-engine-fleet-requirements-regulation

Grant	Applicants and	Proposal	Project-specific	Proposal
Framework	Partnership	Thresholds and	Thresholds and	Implementation
	Structure	Criteria	Criteria	Plan

assume responsibility and accountability for the use and expenditure of received STEP funds, but the partnership could be set up so that the Lead Applicant supports the grant administratively and the Sub-applicant leads project implementation.

	INSTRUCTIONS (Proposal Template APPLICANTS tab)
1	Identify the Lead Applicant by name and type of entity (community-based organization, federally recognized tribe, or local government). (Eligibility Threshold)
2	Describe the roles and responsibilities of the Lead Applicant in implementing the projects identified in the proposal. (Scoring Criterion)

	INSTRUCTIONS (Attachments)
3	<ul> <li>Include a letter of support from the Lead Applicant that:         <ul> <li>Defines their contribution to the proposal</li> <li>Identifies their role in developing the Partnership Structure (see Partnership Structure)</li> <li>Expresses a commitment to implementing the proposal if funded</li> <li>Highlights any strategies they are currently implementing or plan to implement that will support the proposed STEP-funded project</li> <li>Identifies any resource contributions they are committed to providing (see Resource Contribution)</li> </ul> </li> <li>(Eligibility Threshold and Scoring Criterion)</li> </ul>

The proposal must demonstrate the ability of the Lead Applicant to oversee and manage the grant on time and within the budget. A statement of qualifications must be included for the Lead Applicant that demonstrates that they have successfully implemented projects similar in scope or size in California within the last seven years.

	INSTRUCTIONS (Proposal Template APPLICANTS tab)
1	Describe the experience the Lead Applicant has working on projects similar in
4	scope or size in California within the last seven years. (Scoring Criterion)

## B. Sub-applicants

**Sub-applicants**<sup>1</sup> are the Applicants that enter into a Partnership Structure with the Lead Applicant and that are responsible for implementing projects or project elements funded through STEP. There is no limit to the number of Sub-applicants included in a single proposal. Should the Lead Applicant's proposal be selected for funding, the Sub-applicants will be Subgrantees in the grant agreement with CARB.

Sub-applicants may include public, private, or nonprofit organizations, including but not limited to:

Community-based organizations

Grant	Applicants and	Proposal	Project-specific	Proposal
_	Partnership	Thresholds and	Thresholds and	Implementation
Framework	Structure	Criteria	Criteria	Plan

- Community groups (including community-based organizations that are not registered as nonprofits)
- Joint powers authorities
- Local governments
- Nonprofit organizations
- Philanthropic organizations and foundations
- Private companies (e.g., private mobility providers)
- Public school<sup>1</sup>
- Transit agencies
- Tribal governments<sup>1</sup>
- Utilities
- Other public agencies

		INSTRUCTIONS (Proposal Template APPLICANTS tab)
1,	5	Identify each Sub-applicant by name and type of entity (e.g., community-based organization, local government, private company, transit agency, tribal government). (Eligibility Threshold)
(	6	Describe the roles and responsibilities of each Sub-applicant in implementing the project identified in the proposal. (Scoring Criterion)

	INSTRUCTIONS (Attachments)
7	<ul> <li>Include a letter of support from each Sub-applicant that:         <ul> <li>Defines their contribution to the proposal</li> <li>Identifies their role in developing the Partnership Structure (see Partnership Structure)</li> <li>Expresses a commitment to implementing the proposal if funded</li> <li>Highlights any strategies they are currently implementing or plan to implement that will support the proposed STEP-funded project</li> <li>Identifies any resource contributions they are committed to providing (see Resource Contribution)</li> </ul> </li> <li>(Eligibility Threshold and Scoring Criterion)</li> </ul>

The proposal must demonstrate the ability of each Sub-applicant to support the Lead Applicant and fulfill their roles on specific projects or project elements on time and within the budget. A statement of qualifications must be included for each Sub-applicant that demonstrates that they have successfully implemented projects or project elements similar in scope or size in California within the last seven years.

	INSTRUCTIONS (Proposal Template APPLICANTS tab)
8	Describe the experience each Sub-applicant has working on projects or project elements similar in scope or size in California within the last seven years. (Scoring Criterion)

Grant
Framework

Applicants and
Partnership
Structure

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Thresholds and
Criteria

Project-specific
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Criteria

Proposal
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Proposal
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Criteria

#### II. APPLICANT QUALIFICATIONS

## A. Organizational Readiness to Conduct Equity Work

The proposal should demonstrate that Applicants have the organizational readiness to conduct equity work. The proposal should identify how the Applicants' management and leadership support or plan to support equity work and their staff's understanding of equity work. This may include staff's understanding of institutional racism, power dynamics, and systems of change and how their own community residents have been impacted by historical inequities. The proposal should also summarize the existing relationships Applicants have with community groups and residents, including any past successes and challenges.

	INSTRUCTIONS (Proposal Template APPLICANTS tab)
9	Describe how each Applicant has prepared or plans to prepare staff to conduct equity work. If this preparation has not been provided or there are no plans to provide this preparation, explain why. (Scoring Criterion)

#### B. Financial Qualifications

Applicants are not required to provide financial information to apply to STEP. However, if selected, CARB will provide an STD. 204 Payee Data Record form that selected funding recipients must complete and submit to CARB.

Community-based organizations that are Lead Applicants must at all times be non-profit organizations registered with and in active/good standing with the California Secretary of State, have tax-exempt status with the Internal Revenue Service under Internal Revenue Code Section 501, be tax exempt under California State law, have at least one year of incorporation prior to proposal submittal, and be based in California or have at least one full-time staff person based in California.

#### C. Conflict of Interest Declaration

All Applicants must disclose any conflict of interest that has the potential to impact their ability to fulfill the duties of a STEP Grantee or Subgrantee. Conflicts of interest may include but are not limited to financial arrangements with or interest in zero-emission vehicle manufacturers, dealers, fleets, or related organizations. CARB may consider the nature and extent of any potential or apparent conflicts of interest in evaluating, considering, or scoring the proposal and may disqualify Applicants at CARB's sole discretion.

	INSTRUCTIONS (Attachments)
	Summarize each Applicant's current, ongoing, or pending direct or indirect interests that pose an actual, apparent, or potential conflict of interest with their
10	ability to fulfill the duties of the STEP Grantee or Subgrantee.

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#### III. COMMUNITY PARTNERS

Community Partners<sup>1</sup> are community groups, community residents, health-based organizations, small businesses, or others in the community that, while not responsible for implementing projects funded through STEP like Lead Applicants and Subapplicants are, serve as key stakeholders and representatives of the STEP Community residents. Community Partners should have contributed to the development of the STEP proposal and should continue to participate in decision-making on all aspects of the STEP proposal throughout implementation.

The proposal should identify the formal process by which Community Partners will participate in decision-making during grant implementation in a way that increases Community Partners' impacts on decisions (see the Spectrum of Public Participation<sup>14</sup>) and serves community residents and local implementers.

During implementation of STEP-funded projects, community engagement participants who are not already being paid for their participation (including Community Partners) should receive appropriate incentives for their time and expertise (see the Community Inclusion Guidance linked in Appendix F for more details).

	INSTRUCTIONS (Proposal Template APPLICANTS tab)
Identify each Community Partner by name and type of entity (e.g., community group, community resident, small business). (Eligibility Threshold)	
12	Describe the roles and responsibilities of each Community Partner in contributing to the development of the proposal and decision-making throughout grant implementation. (Scoring Criterion)

	INSTRUCTIONS (Attachments)	
	Include a letter of support from each Community Partner that:	
	<ul> <li>Defines their contribution to the proposal and Partnership Structure (see</li> </ul>	
	Partnership Structure)	
13	<ul> <li>Describes their role in the community</li> </ul>	
13	<ul> <li>Expresses a commitment to support the proposal if funded</li> </ul>	
	<ul> <li>Identifies how the proposed project will meet the transportation needs of</li> </ul>	
	the community residents they represent	
	(Eligibility Threshold and Scoring Criterion)	

#### IV. PARTNERSHIP STRUCTURE

Each proposal must outline a **Partnership Structure**<sup>1</sup> that clearly defines the relationships and decision-making framework between the Lead Applicant, Subapplicants, and Community Partners that are a part of the STEP proposal. The

<sup>14</sup> https://cdn.ymaws.com/www.iap2.org/resource/resmgr/pillars/Spectrum 8.5x11 Print.pdf

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Partnership Structure will guide implementation of the entire STEP grant.

The Partnership Structure must describe the partners' governance, legal, and financial relationships. The structure must also incorporate a transparent decision-making process that centers the voices of Community Partners and other community residents and includes public meetings and a process to report back to the STEP Community on how community input is being incorporated into project development and implementation.

Applicant and subcontractor relationships must be disclosed in the proposal. If subcontractors are subject to a public process for approval, that process must be fully disclosed in the proposal, including who must approve contracts, the process for approval, and the anticipated timeline for approvals.

In any partnership structure, differences in capacity and power that lead to inequity between partners is probable, but should be minimized where possible. Applicants should consider how their Partnership Structure may be created in a way that addresses these potential inequities; for example, by creating a transparent communication structure between the partners and CARB.

	INSTRUCTIONS (Proposal Template PARTNERSHIP STRUCTURE tab)
14	Describe how the Lead Applicant's and Sub-applicants' roles and responsibilities (identified in the APPLICANTS tab) complement each other. (Eligibility Threshold and Scoring Criterion)
15	Describe the governance and decision-making structure of the partnership. Include the process for handling disputes and the process for changing, adding, or removing partners. (Eligibility Threshold and Scoring Criterion)
16	Describe how the governance and decision-making structure centers the voices of Community Partners and other community residents and key stakeholders. (Eligibility Threshold and Scoring Criterion)
17	Describe the role of online or in-person public meetings in the governance and decision-making structure. Include the frequency of meetings, the minimum number of public meetings that will be held, and how meeting agendas and notes will be posted for public access. (Eligibility Threshold and Scoring Criterion)
18	Describe how Applicants will report back to and seek feedback from the community about how input is being incorporated into project development and implementation. (Eligibility Threshold and Scoring Criterion)
19	Describe the legal structure of the partnership. Include who is contracting with whom and confirmation that the Lead Applicant will assume liability for the proposed projects if selected. (Eligibility Threshold and Scoring Criterion)
20	Describe the financial structure of the partnership. Include the process the Lead Applicant will use to pay Sub-applicants and Community Partners and the subcontractor procurement process, if applicable. (Eligibility Threshold and

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	INSTRUCTIONS (Proposal Template PARTNERSHIP STRUCTURE tab)
	Scoring Criterion)
21	Describe how the partnership structure addresses potential inequities between partners. (Scoring Criterion)
2	partners. (Scoring Criterion)

Grant Ap Framework

Applicants and Partnership Structure

Proposal Thresholds and Criteria Project-specific Thresholds and Criteria Proposal Implementation Plan

# PROPOSAL THRESHOLDS AND CRITERIA

This section describes the proposal components in the Proposal Thresholds and Criteria category. These components will help CARB understand the STEP Community, the overall proposal, and how the proposal aims to achieve objectives that intersect across the climate, transportation, equity, and housing sectors. Some components will be used to ensure eligibility thresholds identified in Appendix C, Section III are met. Some components will be scored during the proposal review process based on the quality of the component using the scoring criteria in Appendix D. Applicants must complete these proposal components using the Proposal Template in Appendix B.

#### I. STEP COMMUNITY

The STEP Community<sup>1</sup> boundary should be defined by the Applicants and community residents during proposal development. The community must be represented by a contiguous<sup>15</sup> geographic boundary and contain residents that all use the same community-defined transportation system. The proposal must include a map and a narrative description that identifies and describes the STEP community and its residents.

At least 50 percent of the geographic area of the STEP Community must be disadvantaged community census tracts. SGC's technical assistance contractor may help Applicants map their STEP Community boundary to ensure that the community is eligible for funding.

At least 50 percent of the total proposal budget must fund projects located at least partially within the boundaries of the disadvantaged community census tracts that are located within the STEP Community. In any future solicitations, CARB will consider including low-income communities that are not also disadvantaged communities as eligible to receive STEP Implementation Grant funds.

Some proposed projects may be located entirely or partially outside of the STEP Community. In some cases, this may be because of the nature of the project (e.g., a city-wide parking policy update). For projects located entirely or partially outside of the STEP Community boundary, the proposal must explain how the project provides a clear benefit to residents of the STEP Community.

	INSTRUCTIONS (Attachments)
1	Submit a map shapefile that identifies:
1	<ul><li>the STEP Community boundary</li><li>tentative project locations</li></ul>

<sup>&</sup>lt;sup>15</sup> Next to or touching

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INSTRUCTIONS (Attachments)
benefiting disadvantaged community census tracts
(Eligibility Threshold)

	INSTRUCTIONS (Proposal Template PROPOSAL THRESHOLDS & CRITERIA tab)
2	Describe the residents of the STEP Community, including demographics such as gender, race/ethnicity, age, income level, languages spoken, vehicle ownership, travel patterns to key destinations, and transportation mode share. Focus on demographics that are relevant to the community vision and identified projects.
3	Describe the clean transportation options that are currently available or soon to be available to community residents, in particular those in disadvantaged community census tracts. Describe the quality (e.g., frequency, affordability, reliability) of available clean transportation options. (Scoring Criterion)
4	For any project that is not located in the STEP Community, explain how the project is related to and serves the STEP Community. (Eligibility Threshold)

#### II. EXISTING PROJECTS AND PLANS

#### A. Consistency with Existing Plans

Where possible, the proposal must be consistent with strategies and priorities identified in existing local and regional plans (e.g., General Plans, Specific Plans, Transportation Plans, Climate Action Plans, Sustainable Communities Strategies, Regional Transportation Plans, Housing Elements) in order to ensure that STEP-funded projects will align with other existing efforts and State laws, as well as help meet existing local and regional climate and transportation goals.

	INSTRUCTIONS (Attachments)
5	Submit at least one letter from the city, county, or tribal government's Planning Department, Community Development Department, Environmental Director, or other similar department or body that has land use and housing authority. The letter must demonstrate how the proposed projects are aligned with the strategies, policies, and priorities identified in existing local and regional plans or that explains why the proposed strategies, policies, and plans in existing local and regional plans do not reflect the community's needs or priorities. If no local or regional plans exist, explain why. (Eligibility Threshold)

## B. Connections to Existing Projects

Where possible, the proposal should demonstrate how the proposed STEP-funded projects connect to existing transportation and land use projects. In particular, the proposal should identify how the proposed projects support and are supported by existing projects that are the types of projects that are eligible for STEP funding and the types of projects that, while ineligible for STEP funding, are encouraged because

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they contribute to the vision for and benefit the STEP Community (see lists in Appendix E).

STEP has no restrictions on the eligibility of a community for STEP funding based on what other funding the community has received in the past. However, if the community has received funding from other relevant State grant programs, Applicants should explain how these funds will work together to address the community's transportation needs.

	INSTRUCTIONS (Proposal Template PROPOSAL THRESHOLDS & CRITERIA tab)
6	Describe how proposed projects support and are supported by existing projects that are the types of projects that are eligible for STEP funding and the types of projects that are ineligible for STEP funding but are encouraged (lists in Appendix E). If the proposed STEP-funded projects do not connect to any existing transportation or land use projects, explain why. (Scoring Criterion)

#### III. WORKFORCE DEVELOPMENT

Where possible, the proposal should contribute to workforce development in the climate and clean transportation sectors by providing economic opportunities through high-quality jobs<sup>16</sup> or partnering with workforce development and training programs with career pathways for residents of the STEP Community. To the extent feasible, jobs and job training should be targeted to residents of disadvantaged and low-income communities and residents that face barriers to employment. Community engagement activities should engage residents on workforce development activities undertaken within the community. STEP's **Workforce Development Guidance** (linked in Appendix G) includes detailed information about how to address this component, including example activities and other resources.

	INSTRUCTIONS (Proposal Template PROPOSAL THRESHOLDS & CRITERIA tab)
7	Describe how the proposed projects will contribute to workforce development in the climate and clean transportation sectors, including how the projects will partner with workforce development and training programs with career pathways or provide economic opportunities through high-quality jobs for residents of the STEP Community. If not applicable, explain why. (Scoring Criterion)

#### IV. DISPLACEMENT AND HOUSING

## A. Displacement Avoidance

Where possible, the proposal should identify and avoid substantial economic, environmental, and public health burdens that may occur due to the STEP-funded

<sup>&</sup>lt;sup>16</sup> Offer local living wages, benefits, predictable scheduling, opportunities for advancement, geographic accessibility, good working conditions, and job retention.

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project and that may lead to the physical or economic displacement of **low-income households**<sup>1</sup> and **small businesses**.<sup>1</sup> Community engagement activities should engage residents on the potential impacts of the proposal on the community. STEP's **Displacement Avoidance Guidance** (linked in Appendix F) includes detailed information about how to address this component, including example activities and other resources.

	INSTRUCTIONS (Proposal Template PROPOSAL THRESHOLDS & CRITERIA tab)	
8	Describe the displacement vulnerabilities that currently exist in low-income households and small businesses within the STEP Community. (Scoring Criterion)	
Describe the existing policies and plans that address displacement avoidant relevant policies or plans exist, explain why. (Scoring Criterion)		
10	Describe any policies, programs, or coordination with existing policies or programs that are proposed to be funded through STEP to avoid the displacement of existing low-income households and small businesses within the STEP Community to counter displacement that may occur due to STEP-funded projects. If not applicable, explain why. (Scoring Criterion)	

## B. Affordable Housing and Land Use

Increasing the supply of affordable housing near transportation options facilitates GHG emission reductions and economic opportunities for residents. Where possible, the proposal should align with and complement policies, plans, or processes that have been locally adopted or are in active development to be locally adopted by a specific date, that support **affordable housing**,<sup>1</sup> and that have land use implications for transportation. STEP's **Affordable Housing and Land Use Guidance** (linked in Appendix F) includes detailed information about how to address this component, including examples, resources, and best practices.

	INSTRUCTIONS (Proposal Template PROPOSAL THRESHOLDS & CRITERIA tab)
11	Describe how the proposed projects will advance local land use and housing goals as identified in the applicable Regional Transportation Plan, Sustainable Communities Strategy (where applicable), Regional Housing Needs Allocation (RHNA), local Housing Element implementation, or other local plans such as general plans or specific plans. If not applicable, explain why. (Scoring Criterion)
12	Describe how local land use policies, plans, or processes will support the use and benefits of the proposed projects over their lifetime. Describe how the policy, plan, or process promotes the development of affordable housing within a half-mile of a transit station, transit stop, or access to an active transportation facility that will be improved by the proposed projects. If not applicable, explain why. (Scoring Criterion)

Grant Framework Applicants and Partnership Structure

Proposal Thresholds and Criteria Project-specific Thresholds and Criteria Proposal Implementation Plan

# PROJECT-SPECIFIC THRESHOLDS AND CRITERIA

This section describes the proposal components in the Project-specific Thresholds and Criteria category. These components will help CARB understand the STEP Community, the overall proposal, and how the proposal aims to achieve objectives that intersect across the climate, transportation, equity, and housing sectors. Some components will be used to ensure eligibility thresholds identified in Appendix C, Section III are met. Some components will be scored during the proposal review process based on the quality of the component using the scoring criteria in Appendix D. Applicants must complete these proposal components using the Proposal Template in Appendix B.

#### I. PROJECT SCOPE

The proposal must include specific information about each project within the proposal.

	INSTRUCTIONS (Proposal Template PROJECT THRESHOLDS & CRITERIA tab)
1	Identify the Lead Implementer (may be either the Lead Applicant or a Subapplicant) for each project. <i>(Eligibility Threshold)</i>
2	Describe each project scope and deliverables. Include information about all project elements as defined in Appendix E. Include what project details (if any) still need to be determined and how community residents will be involved in that process. (Eligibility Threshold and Scoring Criterion)

#### A. Readiness

If applicable, at the time of grant execution, Applicants must have all California Environmental Quality Act (CEQA) documentation completed. Applicants must include CEQA documentation in the proposal that demonstrates that CEQA has been or will have been met at the time of grant execution. See detailed instructions on the CEQA readiness requirement in Appendix E.

Within six months after grant execution, Applicants must have all other necessary preparations completed (e.g., site control, permits) and all necessary partners on board in order to implement the proposed projects. Applicants must include documentation in the proposal that demonstrates that these other readiness requirements have been met or will have been met within six months after grant execution.

If any readiness requirements have not been met by the time the proposal is submitted, Applicants must identify the process and anticipated timeline for completing these actions. Applicants are encouraged to complete as many readiness

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requirements as possible prior to submitting their proposals; proposals will be scored on level of readiness.

	INSTRUCTIONS (Attachments)
3	Include any applicable readiness documentation such as CEQA documentation (see Appendix E for details). (Eligibility Threshold)

	INSTRUCTIONS (Proposal Template PROJECT THRESHOLDS & CRITERIA tab)
4	If readiness requirements are not met by the time the proposal is submitted, identify the process and anticipated timeline for completing these actions within six months after grant execution or (for CEQA requirements only) at the time of grant execution. (Scoring Criterion)

#### II. TRANSPORTATION EQUITY

The proposal should consider how each project will further transportation equity in the STEP Community. Considerations relevant to transportation equity may be specific to the STEP Community and may include, but not be limited to, the following:

- Access to key destinations (e.g., schools, grocery stores, workplaces, daycare facilities, community centers, medical facilities)
- Accessibility of transportation options (e.g., can people with different ability levels, people who don't have credit cards or smartphones, or people who do not speak English use the transportation services)
- Affordability of transportation options
- Environmental sustainability (e.g., air quality)
- Reliability of services
- Safety of end users (e.g., traffic collision avoidance, impacts to diverse populations from the presence of law enforcement)

	INSTRUCTIONS (Proposal Template PROJECT THRESHOLDS & CRITERIA tab)
5	Describe how each project considers the needs of different groups of residents within the STEP Community. In particular, describe how each project incorporates different facets of transportation equity (including accessibility to key destinations, accessibility of transportation options, affordability, environmental sustainability, reliability, and safety) as they are defined by community residents. (Scoring Criterion)

The proposal should identify projects that help address community residents' transportation needs and maximize direct, meaningful, and assured benefits to residents of disadvantaged communities.

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CARB uses Benefit Criteria Tables<sup>17</sup> (criteria tables) to determine if a project provides direct, meaningful, and assured benefits to residents of disadvantaged communities. While Applicants are not required to submit criteria tables as part of their STEP proposal, Applicants may use the criteria tables to better understand how CARB will track and report project benefits. However, Applicants are encouraged to include more details than the criteria tables identify about the specific benefits provided by the projects to disadvantaged community residents in the STEP Community.

For complex projects, there may be more than one applicable criteria table. Criteria tables that may be applicable to STEP proposals include, but are not limited to, Sustainable Transportation, Planning, and Job Training and Workforce Development.

	INSTRUCTIONS (Proposal Template PROJECT THRESHOLDS & CRITERIA tab)
6	Describe the direct, meaningful, and assured benefit(s) provided by each project to residents of disadvantaged communities in the STEP Community. (Scoring Criterion)

#### **COMMUNITY INCLUSION** III.

Applicants must directly engage community residents and other key stakeholders (e.g., community groups, local small businesses), including but not limited to Community Partners, in all phases of the proposal's development and implementation to ensure funded projects provide direct, meaningful, and assured benefits to STEP Community residents, particularly those in disadvantaged communities. The figure below displays the timeline of the three components that are a part of community inclusion for the Implementation Grant: community-identified transportation needs, community engagement, and outreach and education.

Community engagement and outreach to identify community transportation needs Community engagement, outreach, and education Develop proposal Implement grant Submit proposal

Figure 4: Community Inclusion Timeline

All aspects of community inclusion should be implemented with participation from a diverse group of community residents that represent the demographics of the STEP Community. Focus should be on engaging hard-to-reach residents, whose interests, due to social, economic, and institutional barriers, have historically been under-

<sup>&</sup>lt;sup>17</sup> https://www.arb.ca.gov/cci-resources

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represented.

# A. Community-identified Transportation Needs for Proposal Development

Applicants must identify community residents' transportation needs *prior to submitting the proposal* through a documented community engagement process using recommended methods of community engagement identified in the **Community Inclusion Guidance** (linked in Appendix F). Community engagement activities may include, but are not limited to, online or in person community meetings and focus groups, surveys, and one-on-one discussions with residents. Applicants must then design proposed projects in collaboration with the community according to the community's identified transportation needs and wants.

This community engagement process may be undertaken specifically to apply for STEP funds, or may have been previously completed as part of another relevant formal or informal local planning process undertaken in and with the STEP Community (e.g., community engagement for active transportation plan, General Plan, specific plan, neighborhood plan, unmet transit needs assessment). These community engagement activities must have been conducted within at least four years of the proposal submittal date.

	INSTRUCTIONS (Proposal Template PROJECT THRESHOLDS & CRITERIA tab)
7	Describe the community-identified transportation needs and how each project addresses those needs in a way that community residents want. (Eligibility Threshold and Scoring Criterion)
8	Describe the community engagement process that was used to identify the community's transportation needs prior to submitting the proposal. If community engagement activities used to identify these needs were conducted over two years prior to submitting the proposal, describe the process for confirming with community residents that the needs identified are still relevant. (Scoring Criterion)

## B. Community Engagement during Grant Implementation

For each proposed project, Applicants must use recommended **community engagement**<sup>1</sup> methods identified in STEP's **Community Inclusion Guidance** (linked in Appendix F) to ensure that community residents have the opportunities and resources they need to actively participate in the decision-making process *during grant implementation* to inform project design and implementation. Applicants should follow community engagement best practices such as ensuring translation of meetings and materials, scheduling meetings at times and locations that are convenient to community residents, and including a process to report back to community residents on the information received during community engagement activities and how this information is being incorporated into project development and implementation.

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Focus should be on engaging hard-to-reach residents.

	INSTRUCTIONS (Proposal Template PROJECT THRESHOLDS & CRITERIA tab)
9	Describe the community engagement activities planned to ensure that community residents have the opportunities and resources to actively participate in the decision-making process during grant implementation. (Scoring Criterion)
10	Identify any hard-to-reach residents. (Scoring Criterion)
11	Describe how the planned community engagement activities focus on the hard-to-reach residents identified above. (Scoring Criterion)
12	Describe how the planned community engagement activities will be evaluated for success and updated accordingly. (Scoring Criterion)

During implementation of STEP-funded projects, community engagement participants who are not already being paid for their participation (including Community Partners and other community residents, members of community groups and community-based organizations, community leaders, and members of environmental justice organizations) should receive appropriate incentives for their time and expertise. See the Community Inclusion Guidance for more details on participant incentives.

#### C. Outreach and Education during Grant Implementation

For each proposed project, Applicants must use recommended **outreach**<sup>1</sup> and education methods identified in STEP's **Community Inclusion Guidance** (linked in Appendix F) to ensure that identified **end users**<sup>1</sup> in the community can successfully use new transportation services and actively participate in decision-making processes during grant implementation. Focus should be on engaging hard-to-reach residents.

	INSTRUCTIONS (Proposal Template PROJECT THRESHOLDS & CRITERIA tab)
13	Identify the expected end users. (Scoring Criterion)
14	Describe the outreach and education activities planned to ensure that identified end users in the community have knowledge that will help them use new transportation services and actively participate in decision-making processes during grant implementation. (Scoring Criterion)
15	Describe how the planned outreach and education activities focus on the hard-to-reach residents identified above. (Scoring Criterion)
16	Describe how the planned outreach and education activities will be evaluated for success and updated accordingly. (Scoring Criterion)

The proposal should also include plans to educate community residents and local businesses about other applicable CARB funding opportunities, including One Stop Shop and the clean vehicle ownership programs (e.g., Clean Vehicle Rebate Project, 18

<sup>18</sup> https://cleanvehiclerebate.org/eng

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Clean Cars 4 All,<sup>19</sup> Clean Vehicle Assistance Program<sup>20</sup>) and supporting California Energy Commission funding opportunities (e.g., the California Electric Vehicle Infrastructure Project<sup>21</sup>).

	INSTRUCTIONS (Proposal Template PROJECT THRESHOLDS & CRITERIA tab)
17	Describe the plan for educating community residents and local businesses about other applicable CARB funding opportunities and supporting California Energy Commission funding opportunities. (Scoring Criterion)

#### IV. DATA TRACKING AND REPORTING

CARB requires reporting on the benefits that result from funded projects such as GHG and air pollutant emission reductions, passenger vehicle miles traveled reductions, travel cost savings, energy and fuel cost savings, and jobs supported.

**Appendix H** includes a list of the metrics that funding recipients will be required to report to CARB. The complete set of metrics that funding recipients will be required to track and report will depend on the types of projects funded in each proposal and will be finalized in consultation with the selected funding recipients during the grant agreement process.

	INSTRUCTIONS (Proposal Template PROJECT THRESHOLDS & CRITERIA tab)
18	Identify the Applicant(s) who will lead data tracking and reporting for each project. (Scoring Criterion)
19	Describe the plan for tracking and collecting project-related data to report to CARB. (Scoring Criterion)

CARB has partnered with the Climate Smart Communities Consortium (led by the University of California, Berkeley – Transportation Sustainability Research Center) to develop indicators and metrics to track the overall impact of CARB's clean mobility projects and to conduct baseline evaluations of the communities selected to receive STEP Implementation Grants. The researchers will work with the selected communities to develop indicators and metrics that will be tracked over the grant term, including transportation equity indicators such as affordability, reliability, accessibility of transportation options for different demographics, and access to key destinations. Grantees will be required to work with the researchers to develop and track these metrics and should factor these efforts into their plan for tracking and collecting project-related data.

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<sup>19</sup> https://ww2.arb.ca.gov/our-work/programs/clean-cars-4-all

<sup>&</sup>lt;sup>20</sup> https://cleanvehiclegrants.org/

<sup>&</sup>lt;sup>21</sup> https://calevip.org/

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#### A. Benefits Quantification

Applicants are required to quantify the benefits of proposed projects as part of their STEP proposal. CARB has developed quantification methods to estimate GHG emission reductions associated with all project types eligible under the Clean Transportation Strategies (see Appendix E for a full list of eligible projects; see the Quantification Methodology linked in Appendix F for descriptions of the quantification methods). The proposal must include quantification via the STEP Benefits Calculator for all projects that will be counted toward Clean Transportation Strategies.

Overall, each proposal must result in a quantifiable net GHG emission reduction. SGC's technical assistance contractor may help Applicants quantify GHG emission reductions and selected co-benefits from each quantifiable proposed project using the STEP Benefits Calculator (see Appendix I).

	INSTRUCTIONS (Attachments)
20	Submit a completed STEP Benefits Calculator (see Appendix I) that includes information about each project that is eligible under a Clean Transportation Strategy. (Eligibility Threshold and Scoring Criterion)

#### V. CLIMATE ADAPTATION AND RESILIENCY

The proposal should identify the specific direct and indirect impacts of climate change that the STEP Community will experience over the **project life**. Where possible, the proposed projects should help the community **adapt** to identified direct and indirect climate impacts and build **community resilience** in preparation for those impacts. Community engagement activities should engage residents on the impacts of climate change on the proposed projects and the potential climate benefits from the proposed projects. STEP's **Climate Adaptation and Resiliency Guidance** (linked in Appendix F) includes detailed information about how to address this component.

	INSTRUCTIONS (Proposal Template PROJECT THRESHOLDS & CRITERIA tab)
21	Identify the impacts of climate change (on public health, the economy, the built environment, etc.) in the STEP Community. If not applicable, explain why. (Scoring Criterion)
22	Describe how the project will incorporate adaptation measures that will lead to increased resiliency to climate impacts. Describe how the project will increase community resilience to the direct and indirect impacts of climate change. If not applicable, explain why. (Scoring Criterion)

#### VI. LONGEVITY AND LESSONS LEARNED

STEP-funded projects are intended to catalyze clean transportation solutions that can continue to address communities' transportation needs beyond the grant term. The proposal should consider how projects (especially projects under Clean Transportation

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Strategies) will remain fiscally sustainable and continue to provide benefits to STEP Community residents beyond the grant term. For all capital projects (e.g., vehicles, equipment, charging infrastructure, facilities), the proposal should include a contingency plan for ensuring those projects continue to serve the community if operation of service discontinues after STEP funding is spent.

	INSTRUCTIONS (Proposal Template PROJECT THRESHOLDS & CRITERIA tab)
23	Describe if and how each project will remain fiscally sustainable and continue to provide benefits to STEP Community residents beyond the grant term. If applicable, describe the contingency plan for ensuring each capital project continues to serve the community if operation of service is discontinued after STEP funding is spent. (Scoring Criterion)

The proposal should also consider how Applicants will collect and share lessons learned with similar communities throughout the state that may be interested in implementing similar projects. Where applicable, this may include participating in collaboration events and networks managed by CARB or a CARB-funded project administrator.

	INSTRUCTIONS (Proposal Template PROJECT THRESHOLDS & CRITERIA tab)
24	Describe how Applicants will collect and share lessons learned with similar communities throughout the state that may be interested in implementing similar projects. (Scoring Criterion)

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# PROPOSAL IMPLEMENTATION PLAN

This section describes the budget and timeline that will be used to implement the proposal described in the sections above. Some components will be used to ensure eligibility thresholds identified in Appendix C, Section III are met. Some components will be scored during the proposal review process based on the quality of the component using the scoring criteria in Appendix D. Applicants must complete these proposal components using the Proposal Template in Appendix B.

#### PROPOSAL BUDGET

The proposal must include a budget that identifies all estimated labor, material, equipment, construction, installation, and administration costs associated with the proposal, including but not limited to:

- Project Costs: Requested funds and resource contributions for direct costs for all applicable elements of the identified projects (see <u>Project Costs</u> below for more details).
- Grant Implementation Costs: Direct and indirect costs for administrative activities related to implementation of the proposal (STEP contribution must account for no more than 5 percent of the value of requested funds, see <a href="Grant Implementation Costs">Grant Implementation Costs</a> below for more details).

Through any combination of STEP funds and resource contributions, the proposal budget must meet the following requirements:

- At least 50 percent of the total proposal budget must fund projects that are counted toward the proposal's Clean Transportation Strategies.
- At least 50 percent of the total proposal budget must fund projects located within the boundaries of the disadvantaged community census tracts that are located within the STEP Community.
- Separate from identified grant implementation costs, at least 2 percent of the total proposal budget must fund data tracking and reporting (see <a href="Data Tracking and Reporting">Data Tracking and Reporting</a>).

The proposal budget must follow the format of the BUDGET tab in the Proposal Template (see Appendix B). Applicants should provide additional detail, as necessary, to show cost breakdown by task, subtask, and associated labor.

	INSTRUCTIONS (Proposal Template BUDGET tab)
1	Input all cost information and associated notes in the budget spreadsheet. (Eligibility Threshold)

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	INSTRUCTIONS (Proposal Template PROPOSAL IMPLEMENTATION PLAN tab)
2	Confirm the total cost of the proposal (calculated based on inputs in the BUDGET tab). <i>(Eligibility Threshold)</i>
3	Confirm the total funds requested from STEP (calculated based on inputs in the BUDGET tab). <i>(Eligibility Threshold)</i>
4	Identify the total cost of the Clean Transportation Strategies (must be at least 50 percent of the total proposal budget). <i>(Eligibility Threshold)</i>
5	Identify the total cost of the projects located within the boundaries of the disadvantaged community census tracts in the STEP Community (must be at least 50 percent of the total proposal budget). (Eligibility Threshold)
6	Identify the total cost of data tracking and reporting (must be at least 2 percent of the total proposal budget). <i>(Eligibility Threshold)</i>

Labor rates are hourly rates that include direct labor and overhead and fringe benefits. Adjustments to labor rates that may occur over the grant term must be accounted for in the budget and explained in the Notes section of the BUDGET tab. Labor rates may not be increased at any time from those identified in the proposal.

Similarly, any expectation of cost of living increases or increases in grant implementation costs due to inflation or other reasons needs to be included in the budget and explained in the Notes section of the BUDGET tab. Regardless of any proposed increase in costs due to cost of living, inflation, or other reasons, the total amount of funding for the proposal will not be changed once the grant agreement is executed unless, under CARB's sole discretion, a grant amendment updates the grant agreement with additional funds and/or additional work.

If parts of the proposal have been or will be funded in whole or in part by other public incentive programs (e.g., other California Climate Investments programs, SB 1 programs) that are still under contractual obligations, their incentive program status must be clearly identified in the Notes section of the BUDGET tab. Applicants must also disclose information about other State grant programs (e.g., Clean Mobility Options Voucher Pilot, Active Transportation Program) they are currently applying for to fund the same project or project elements in the Notes section of the BUDGET tab.

### A. Project Costs

Project costs include funds to directly implement any proposed STEP-eligible project, including but not limited to costs for labor, vehicles, equipment, infrastructure, operations, community engagement, outreach, planning, and capacity building.

Crant	Applicants and	Proposal	Project-specific	Proposal
Grant	Partnership	Thresholds and	Thresholds and	Implementation
Framework	Structure	Criteria	Criteria	Plan

### B. Grant Implementation Costs

Grant implementation costs include labor expenses and other costs for administrative activities related to implementation of the proposal after the grant agreement has been executed. Grant implementation costs may be direct or indirect. The combination of direct and indirect grant implementation costs requested from STEP may not exceed 5 percent of the total requested funds. CARB has the sole discretion to modify this maximum percent during grant agreement development.

	INSTRUCTIONS (Proposal Template PROPOSAL IMPLEMENTATION PLAN tab)
7	Confirm the total grant implementation funds requested (must be no more than 5 percent of the total requested funds, calculated based on inputs in the BUDGET tab). (Eligibility Threshold)

The final disbursement will be 1 percent of the total grant implementation costs covered by STEP or \$50,000 (whichever amount is greater) and will be withheld until the Grantee has delivered the Final Report. One percent of the total grant implementation costs covered by STEP will be withheld after 90 percent of the grant has been liquidated.

### Direct Grant Implementation Costs

The proposal may include a request for funds to cover direct costs associated with administrative activities related to implementation of the grant. **Direct grant implementation costs**<sup>1</sup> covered by the Applicants are also eligible resource contributions.

Examples of direct grant implementation activities include, but are not limited to:

- Submitting invoices and supporting documents
- Participating in meetings with CARB and other project partners
- Collecting, organizing, and reviewing of data
- Drafting regular reports for CARB to track implementation of proposal
- Participating in CARB events and networks to share information about grant implementation with other jurisdictions

### Indirect Grant Implementation Costs

The proposal may include a request for funds to cover indirect costs associated with administrative activities related to implementation of the grant. **Indirect grant implementation costs**<sup>1</sup> may not exceed 1 percent of the total requested funds. Indirect grant implementation costs covered by the Applicants are not eligible resource contributions.

Cront	Applicants and	Proposal	Project-specific	Proposal
Grant	Partnership	Thresholds and	Thresholds and	Implementation
Framework	Structure	Criteria	Criteria	Plan

Examples of indirect grant implementation costs include, but are not limited to:

- General administrative expenses
- Rent and office space
- Phones and telephone services
- Printing

	INSTRUCTIONS (Proposal Template PROPOSAL IMPLEMENTATION PLAN tab)
8	Confirm the total funds requested to cover indirect grant implementation costs (must be no more than 1 percent of the total requested funds, calculated based on inputs in the BUDGET tab). (Eligibility Threshold)

### C. Resource Contribution

The proposal must include a resource contribution of at least 20 percent of the total amount of funds requested from STEP in the proposal. Resource contributions may be used to cover project costs or direct grant implementation costs. Resource contributions may include cash, in-kind services, or leveraged funding from other public or private sources including other California Climate Investments programs.

Resource contributions must be identified and documented in as much detail as possible. The minimum dollar value and source of each resource contribution must be both identified in the proposed budget and documented in attachments. If applicable, this documentation may be included in the letters of support from Lead Applicants and Sub-applicants (see <a href="Eligible Applicants">Eligible Applicants</a>). CARB may choose not to consider resource contributions with documentation that does not include specific dollar amounts. Documentation must show that each resource contribution has already been committed to the project(s) or that each resource contribution will be available by the time it is needed during grant implementation.

If a third party proposes to provide a resource contribution that will be used to meet the 20 percent resource contribution requirement, the proposal must include a letter from that third party stating the source of the resource contribution and that they are committed to providing the specific dollar value identified.

Resource contributions identified and documented in the proposal will be included in the grant agreement for selected funding recipients. Grantees will be required to fulfill these identified resource contribution commitments.

**Appendix G** includes a list of eligible resource contributions and examples of eligible documentation for each resource contribution.

STFP	Implementation	Grant Solicitation	n
J   L	Implementation	i Grant Soncitation	

Grant	Applicants and	Proposal	Project-specific	Proposal
Grant	Partnership	Thresholds and	Thresholds and	Implementation
Framework	Structure	Criteria	Criteria	Plan

	INSTRUCTIONS (Proposal Template PROPOSAL IMPLEMENTATION PLAN tab)
9	Confirm the total value of all resource contributions committed (must be at least 20 percent of the total amount of funds requested from STEP, calculated based on inputs in the BUDGET tab). (Eligibility Threshold)

	INSTRUCTIONS (Attachments)
10	Provide documentation to verify each resource contribution identified and that each resource contribution will be available by the time it is needed. (Eligibility Threshold)

### II. PROPOSAL TIMELINE

The proposal timeline must follow the format of the TIMELINE tab in the Proposal Template (see Appendix B). Tasks must be linked to specific deliverables detailed in the project scopes.

All Applicants must participate in the development of the disbursement request timeline and agree to be bound by it for the duration of the grant term.

	INSTRUCTIONS (TIMELINE tab)
11	At a high level, outline all of the tasks needed to complete each project in chronological order, organized by disbursement schedule, including:  • A description of each task (tasks and task numbers should match the tasks and task numbers identified in the BUDGET tab)  • The start date and completion date of each task  • The roles of each relevant Applicant in completing each task  • Any deliverables associated with each task  (Eligibility Threshold and Scoring Criterion)

# PROPOSAL DEVELOPMENT, SUBMISSION, REVIEW, AND SELECTION

### I. TECHNICAL ASSISTANCE FOR APPLICANTS AND RECIPIENTS

Should SGC's technical assistance contract with Estolano Advisors be approved by the State Department of General Services, technical assistance will be available to support all STEP Applicants and recipients. Estolano Advisors is the contractor that may provide technical assistance to all STEP Applicants and recipients.

### **INSTRUCTIONS**

Provide your information in the following survey by 5:00 pm (Pacific Time) on July 15, 2020 to access technical assistance services should they become available:

https://docs.google.com/forms/d/

e/1FAIpQLSeZn9n-7gGU7ScAkaBjllPwReXRpkH6ohWUKut8DG4BzUN2tw/viewform

The technical assistance contractor will work with each interested Applicant to determine what support is needed for each Applicant. The technical assistance contractor may provide Applicants with support on the following:

- Determining whether to apply for a Planning and Capacity Building Grant or an Implementation Grant
- Understanding the grant's eligibility thresholds, scoring criteria, and other requirements and answering any questions that come up during proposal development
- Quantifying benefits
- Mapping the STEP Community
- Managing proposal development (e.g., tracking and meeting deadlines)
- Engaging community residents during proposal development
- Developing partnerships
- Reading through a final version of the proposal to ensure all required components are included and all eligibility thresholds are met

The technical assistance contractor will also provide all Implementation Grant recipients support with the following:

- Data tracking and reporting
- Managing the projects (e.g., tracking and meeting deadlines, identifying and addressing challenges during project implementation)
- Working with community groups on inclusive and equitable community engagement and decision-making during the iterative design and implementation of the projects
- Developing and implementing the technical aspects of the projects

### II. APPLICANT TELECONFERENCES

CARB will hold three Applicant Teleconferences for the STEP Implementation Grant, at which time CARB staff will be available to answer potential Applicants' questions regarding eligibility thresholds, proposal components, solicitation processes, and anything else related to the current STEP solicitation. The first and last teleconferences will be open to Applicants of both the STEP Planning and Capacity Building Grant and the STEP Implementation Grant. The Applicant Teleconferences will take place on the following dates and times:<sup>22</sup>

First STEP Applicant Teleconference

Date: June 30, 2020 Time: 3:00 pm

Call-in Number: +1 (415) 655-0060

Passcode: 859-765-307 Webinar registration:

https://attendee.gotowebinar.com/register/3438438249644849933

STEP Implementation Grant Applicant Teleconference

Date: July 22, 2020 Time: 2:00 pm

Call-in Number: +1 (562) 247-8422

Passcode: 292-436-999 Webinar registration:

https://attendee.gotowebinar.com/register/5244172793011062285

<u>Final STEP Applicant Teleconference</u>

Date: August 13, 2020

Time: 3:00 pm

Call-in Number: +1 (562) 247-8422

Passcode: 256-596-403 Webinar registration:

https://attendee.gotowebinar.com/register/1793756870980326669

The Applicant Teleconferences will be open to all interested entities. Written questions submitted before each Applicant Teleconference will be given priority. Questions may be emailed to Bree Swenson at <a href="mailto:step@arb.ca.gov">step@arb.ca.gov</a> up to four business days prior to each Applicant Teleconference. Staff will only respond to questions regarding the STEP solicitation during the Applicant Teleconferences.

The questions and answers from the Applicant Teleconferences and any questions received via email will be posted on the CARB website no later than 5:00 pm (Pacific

<sup>&</sup>lt;sup>22</sup> Call-in numbers and passcodes may change. Should a change occur, the new call-in number and passcode will be listed on the CARB website at: <a href="http://www.arb.ca.gov/msprog/aqip/solicitations.htm">http://www.arb.ca.gov/msprog/aqip/solicitations.htm</a>. Potential Applicants are encouraged to confirm the call-in number and passcode by visiting the listed website prior to each teleconference.

Time) three business days after the teleconference. This date may be extended at CARB's sole discretion.

CARB will not answer questions regarding this solicitation before, between, or after the Applicant Teleconferences. Any verbal communication with a CARB employee concerning this solicitation is not binding on the State and shall in no way alter a specification, term, or condition of the solicitation.

### III. PROPOSAL SUBMISSION

All information and data submitted as a response to this solicitation are property of CARB and will become public record. If no qualified proposal is submitted, CARB will not award a grant and will consider other options for using STEP funds at CARB's sole discretion.

Proposals may be submitted electronically via email, by mail via postal service, or via in-person delivery.

### A. Electronic Submission

If submitting electronically, CARB must receive a zipped and signed proposal, including all of the required components, no later than 5:00 pm (Pacific Time) on August 31, 2020 to <a href="mailto:step@arb.ca.gov">step@arb.ca.gov</a>. If the proposal is too large to send in one email, Applicants may submit different parts of the proposal in multiple emails. Please include information in the body of the email about the number of emails that contain parts of the proposal that CARB should receive, so staff can confirm that CARB has received all parts of the proposal.

Proposals submitted via email must be sent to:

Bree Swenson California Air Resources Board Sustainable Transportation and Communities Division <a href="mailto:step@arb.ca.gov">step@arb.ca.gov</a>

CARB will send a confirmation email to the Applicant within 24 hours of receiving the electronic version of the proposal. Proposals received after 5:00 pm (Pacific Time) on August 31, 2020 may be rejected and not scored.

### B. Mail or In-person Submission

If submitting by mail or in person, CARB must receive one signed original of, four copies of, and one flash drive with the proposal, including all of the required components, no later than 5:00 pm (Pacific Time) on August 31, 2020 at the California Air Resources Board headquarters at 1001 I Street, Sacramento, California 95814. Proposals submitted via U.S. Postal Service, United Parcel Service (UPS), Express Mail, Federal Express, or another delivery service provider must be dispatched with enough time so that CARB receives them no later than 5:00 pm (Pacific Time) on August 31, 2020 (delivery service provider's tracking number may be used to verify

date of receipt).

Proposals submitted via the U.S. Postal Service must be mailed to the following address:

Bree Swenson California Air Resources Board Sustainable Transportation and Communities Division – Mailstop 6B P.O. Box 2815 Sacramento, California 95812-2815

Proposals submitted via another delivery service or in person must be delivered to the following address:

Bree Swenson California Air Resources Board Sustainable Transportation and Communities Division – Mailstop 6B 1001 | Street Sacramento, California 95814

Once the proposal has been mailed or delivered in person, send an email to <a href="mailto:step@arb.ca.gov">step@arb.ca.gov</a> indicating that you have submitted a proposal. CARB will send a confirmation email to the Applicant within 24 hours of receiving the hard-copy of the proposal. Proposals received after 5:00 pm (Pacific Time) on August 31, 2020 may be rejected and not scored.

### IV. PROPOSAL REVIEW AND SELECTION

### A. Review Process

The submitted proposal must include all proposal components.

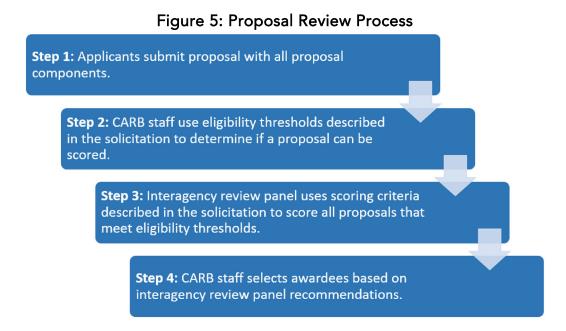
See **Appendix C, Section II** for a checklist that includes all proposal components. Applicants must use this checklist to ensure that all proposal components are included prior to submitting the proposal and submit a completed and signed checklist as part of the proposal cover page (see <u>Proposal Instructions</u> section).

CARB staff will evaluate all proposals submitted on time using the eligibility thresholds in Appendix C to ensure proposals meet basic eligibility requirements. If a proposal does not meet all eligibility thresholds, the Lead Applicant will be notified by CARB within four business days after the solicitation deadline and will have two business days to submit proof that missing eligibility thresholds have been met. Updates to eligibility thresholds during this time should not result in substantial changes to proposals. Eligibility thresholds will be evaluated at CARB's sole discretion. After that deadline, proposals that do not meet all eligibility thresholds will not proceed to the next step of the review process.

See Appendix C, Section III for a checklist that includes all eligibility thresholds that CARB staff will use to determine if a proposal will be scored. Applicants must use this checklist to ensure that all eligibility thresholds are met prior to submitting the proposal.

If a proposal meets all eligibility thresholds, an interagency review panel made up of CARB staff and other State agency staff will evaluate the proposal using the Scoring Criteria in Appendix D. Each proposal that is scored will receive a single score out of 100 points.

See **Appendix D** for a list of scoring criteria organized by proposal component.



CARB may request clarification regarding proposal responses during the proposal review process. Clarifying questions will not be considered changes to the proposal for scoring purposes, but will be considered part of the proposal and will be included in the grant agreement if the proposal is selected for funding.

Applicants may be eligible to receive extra points for their proposal during the scoring process for meeting or addressing certain criteria. These extra points are intended to enable Applicants and communities with less capacity or experience with State grant programs to compete in the scoring process. Extra points will be assigned to:

- Proposals in which the Lead Applicant is a community-based organization or a federally recognized tribe
- Proposals for projects in rural<sup>23</sup> communities

<sup>&</sup>lt;sup>23</sup> For the purposes of STEP, rural communities are communities that are not in urbanized areas, as defined by the 2010 census (<a href="https://www.census.gov/programs-surveys/geography/guidance/geo-areas/urban-rural/2010-urban-rural.html">https://www.census.gov/programs-surveys/geography/guidance/geo-areas/urban-rural/2010-urban-rural.html</a>) OR communities that are not served by a metropolitan planning organization.

 Proposals for projects in communities that lack clean transportation options available to residents. Scored based on Applicants' answers in the <u>STEP</u> <u>Community</u> section.

### **B. Selection Process**

The Lead Applicant that submits the proposal with the highest overall score will be preliminarily selected as the Grantee. The preliminary selection of a proposal does not in any way commit CARB to approving or finalizing the grant. The selected funding recipient will be required to sign a grant agreement with CARB to fulfill the duties of the Grantee (see Appendix J).

CARB, in its sole discretion, may cancel the preliminary selection and select the next highest scoring project, and so on, until an agreement is reached, or exercise its right, in its sole discretion, through this process to not award a grant. CARB reserves the right, in its sole discretion, to cancel this solicitation, re-solicit for a Grantee, or direct funding to another project in the Funding Plan.

In the event funding has been awarded to the highest scoring proposal and there are remaining funds available, CARB may preliminarily select the Lead Applicant from the proposal with the second highest overall score as another Grantee, and so on. In the event funding has been awarded to the highest scoring proposals and the remaining available funds are less than the amount requested in the next highest scoring proposal, CARB, in its sole discretion, may offer to fund a portion of the next highest scoring proposal, carry the remaining funds forward to the next fiscal year, or direct funding to another project in the Funding Plan.

CARB retains the right to remove discrete elements of proposals selected for funding that CARB determines to be ineligible or to reduce the scope of a proposal to use any remaining funds.

If, in CARB's sole discretion, no submitted proposal meets the goals of this solicitation, the Funding Plan, or AQIP Guidelines, no selection of a Grantee is required to be made and funding can be directed to another project identified in the Funding Plan as needed.

### V. SOLICITATION DEBRIEF

Once Applicants have been selected for funding and CARB announces the awards, the Applicants that were not selected for funding have thirty days to submit a written request to <a href="mailto:step@arb.ca.gov">step@arb.ca.gov</a> for a debrief meeting with CARB. The debrief will include a review of the strong and weak aspects of the proposal and recommendations for how to improve the proposal for potential use in future solicitations. The debrief opportunity will be offered to Lead Applicants, Sub-applicants, and any other project partners interested in participating.

# IMPLEMENTATION PROCESS

After funding recipients are preliminarily selected, each selected funding recipient must work with CARB to develop a grant agreement.

### SCOPE OF WORK

The draft scope of work, which outlines the selected Grantee's duties and requirements, is in the Draft Sample Grant Agreement (Appendix J). Applicants must consider these duties and requirements when developing their proposal, especially the proposal timeline and budget. This scope of work will be modified in coordination with the selected funding recipient during grant agreement development and included in the grant agreement that must be executed by May 14, 2021.

### II. REQUIREMENTS PRIOR TO EXECUTION OF GRANT AGREEMENT

Once selected, and prior to execution of the grant agreement, the selected funding recipient will be required to submit a resolution of its governing board that commits the entity to:

- Comply with the requirements of the grant agreement
- Accept grant funds from CARB
- Allocate and authorize any resource contributions that the entity has committed as part of the proposal

CARB recommends the resolution allow for grant amendments without governing board approval.

In addition to the resolution, both CARB and the selected funding recipient must sign the grant agreement to execute it. The selected funding recipient will be required to sign the grant agreement with CARB to fulfill the administrative and technical duties associated with the project (see Appendix J, Draft Sample Grant Agreement). An executed grant agreement must be in place before work on the selected projects may begin.

Signed grant agreements and approved governing board resolutions must be returned to CARB no later than May 14, 2021. If grant agreements and approved governing board resolutions are not returned by the deadline, CARB, in its sole discretion, may deny the proposal and redirect funds to another submitted proposal to this solicitation or to another project in the Funding Plan, as needed.

CARB, in its sole discretion, may make changes to the proposed project milestones, work plan, or disbursement schedules in consultation with the Applicant, for inclusion in the grant agreement.

### III. GRANT AND BUDGET REVISIONS

Changes in the project budget, deliverables, or extension of the project schedule should be avoided where possible. CARB will work with the Grantee to determine where flexibility is possible within the grant agreement to allow for community engagement to continue informing project design throughout grant implementation and will assist the Grantee with formal amendments where needed.

In cases where changes may be allowed, they must be approved in advance and in writing by CARB and may require a grant amendment. Once a grant agreement is in place, changes to the work to be done or other project scope changes may be considered by CARB, if necessary, in consultation with the Grantee.

### IV. ADVANCE PAY

Consistent with the Legislature's direction to expeditiously disburse grants, CARB, in its sole discretion, may provide advance payments of grant awards to support project initiation and implementation, with a focus on mitigating the constraints of modest reserves and potential cash flow problems. Additional information on advance pay is in the Draft Sample Grant Agreement (Appendix J).

# **ADMINISTRATION**

### COST OF DEVELOPING PROPOSAL

The Applicant is responsible for the cost of developing a proposal, and this cost cannot be charged to the State. In addition, CARB is not liable for any costs incurred during environmental review or as a result of withdrawing a proposed award or of canceling the solicitation.

### II. ERRORS

If an Applicant discovers any ambiguity, conflict, discrepancy, omission, or other error in the solicitation, the Applicant shall immediately notify CARB of such error in writing and request modification or clarification of the document before the Proposal Submittal Deadline. CARB shall not be responsible for failure to correct errors.

### III. IMMATERIAL DEFECT

CARB may waive any immaterial defect or deviation contained in an Applicant's proposal. CARB's waiver shall in no way modify the proposal or excuse the successful Applicant from full compliance.

### IV. DISPOSITION OF APPLICANT'S DOCUMENTS

On the date that the grant agreement is signed, all proposals and related material submitted in response to this solicitation become a part of the property of the State and public record.

### V. APPLICANT'S ADMONISHMENT

This solicitation contains the instructions governing the requirements for funding proposals to be submitted by interested Applicants, including the format in which the information is to be submitted, the material to be included, the requirements that must be met to be eligible for consideration, and Applicant responsibilities. Applicants must carefully read the entire solicitation, ask appropriate questions in a timely manner, submit all required responses in a complete manner by the required date and time, and make sure that all procedures and requirements of the solicitation are followed and appropriately addressed.

### VI. AGREEMENT REQUIREMENTS

The content of this solicitation and each grant recipient's proposal shall be incorporated by reference into the final grant agreement. See the Draft Sample Grant Agreement (Appendix J) terms and conditions included in this solicitation.

### VII. CARB RESERVES THE RIGHT TO NEGOTIATE WITH APPLICANTS

CARB reserves the right to negotiate with Applicants to modify the project scope, the level of funding, or both. If CARB is unable to successfully negotiate and execute a

grant agreement with an Applicant, CARB, at its sole discretion, reserves the right to withdraw the pending award and fund the next highest ranked eligible project. This does not limit CARB's ability to withdraw a proposed award for other reasons, including for no cause.

### VIII. NO AGREEMENT UNTIL SIGNED

No agreement between CARB and the successful Applicant is in effect until the agreement is signed by the grant recipient and by the authorized CARB representative. Costs are only subject to reimbursement by CARB after execution. No costs incurred prior to execution of the agreement are reimbursable using CARB funds.

### IX. NO MODIFICATIONS TO THE GENERAL PROVISIONS

Because time is of the essence, if an Applicant at any time, including after preliminary selection, attempts to negotiate or otherwise seek modification for the General Conditions (attached as Appendix J, Draft Sample Grant Agreement), CARB may reject a proposal or withdraw a proposed award. This does not alter or limit CARB's ability to withdraw a proposed award for other reasons, including failure of a third party agency to complete CEQA review, or for no cause.

### X. PAYMENT OF PREVAILING WAGES

All Applicants must read and pay particular attention to Appendix J, Draft Sample Grant Agreement Section 10.17 entitled "Prevailing wages and labor compliance." Prevailing wage rates can be significantly higher than non-prevailing wage rates.

Failure to pay legally-required prevailing wage rates can result in substantial damages and financial penalties, disruption of projects, and other complications including termination of the grant agreement.

### XI. SOLICITATION CANCELLATION AND AMENDMENTS

CARB reserves the right to do any of the following:

- Cancel this solicitation
- Revise the amount of funds available under this solicitation
- Amend this solicitation as needed
- Reject any or all proposals received in response to this solicitation

# Appendix A: Acronyms and Definitions

### I. ACRONYMS

Acronym	Term
AB	Assembly Bill
CALeVIP	California Electric Vehicle Infrastructure Project
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CVC	California Vehicle Code
CVRP	Clean Vehicle Rebate Project
EVSE	Electric Vehicle Supply Equipment
FY	Fiscal Year
GHG	Greenhouse Gas
HVIP	Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project
MOU	Memorandum of Understanding
SB	Senate Bill
STEP	Sustainable Transportation Equity Project

### II. DEFINITIONS

The terms below are defined for the purposes of the STEP solicitation.

Active Transportation Strategy: Includes projects such as bicycle, pedestrian, and complete streets infrastructure (e.g., crosswalks, sidewalks, bikeways).

**Adaptation:** The adjustment in natural or human systems to a new or changing environment. Adaptation to climate change refers to adjustment in natural or human systems in response to actual or expected changes in climatic stimuli or their effects, which moderates harm or exploits beneficial opportunities.<sup>1</sup>

**Affordable Housing:** Housing with costs of not more than 30 percent of the gross income of low-income households.<sup>2</sup>

**Applicants:** Includes both the Lead Applicant and Sub-applicants. Applicants include all of the entities responsible for implementing the projects within the proposal.

<sup>&</sup>lt;sup>1</sup> https://resources.ca.gov/CNRALegacyFiles/docs/climate/safeguarding/update2018/safeguarding-california-plan-2018-update.pdf

<sup>&</sup>lt;sup>2</sup> https://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits/docs/Income-Limits-2020.pdf

Clean Transportation Strategies: Categories of projects that expand the clean transportation options available to residents, encourage mode shift away from single-occupancy vehicles toward clean transportation options, fill transportation gaps, or connect transportation modes (e.g., through first/last mile³ connections). Clean Transportation Strategies include Active Transportation, Fixed-route Transit, and Shared Mobility.

Community-based Organizations: A nonprofit organization that is place-based, with an explicit geographic focus area that includes the STEP Community. The organization's staff members, volunteers, or board members should reside in the community where the project is located. The organization must have a demonstrated record of at least one full year providing transportation- or equity-related services in the STEP Community. To qualify as a Lead Applicant, a community-based organization must have tax-exempt status with the Internal Revenue Service under Internal Revenue Code Section 501, be tax exempt under California State law, have at least one year of incorporation prior to proposal submittal, and be based in California or have at least one full-time staff person based in California.

Community Development Strategy: Includes infrastructure and policy projects that ready communities for adoption of clean vehicle technology and shared, zero-emission transportation modes while avoiding substantial burdens.

Community Engagement: The process of working collaboratively with a diverse group of stakeholders to address issues that affect their well-being. Community engagement involves multi-directional information sharing; building relationships, partnerships, and trust; and involving stakeholders in planning and decision-making with the goal of improving the outcomes of policies and programs. Community engagement starts in the project identification and design phase and continues throughout project implementation and operation. Community engagement should be iterative, consistently engaging residents on their use of the projects and services offered and adapting these projects and services based on community feedback.

Community Partner: A community group, community resident, health-based organization, small business, or other entity in the community that, while not responsible for implementing projects funded through STEP like Lead Applicants and Sub-applicants are, serves as a key stakeholder and representative of the STEP Community. Community Partners should have contributed to the development of the STEP proposal and should continue to participate in decision-making on all aspects of the STEP proposal throughout grant implementation.

**Community Resilience**: The ability of a community to mitigate harm and maintain an acceptable quality of life in the face of climate-induced stresses, which take different

<sup>&</sup>lt;sup>3</sup> The first and last portion of a trip, typically between the starting point or destination and a transit service that makes up the core of the trip

forms depending on that community's circumstances and location. Climate-induced stresses include direct and indirect impacts of climate change. An example of a direct impact of climate change is a higher number of extreme heat days. An example of an indirect impact is the increased cost of fire insurance for homes built in high-wildfire risk areas. Community resilience can include but is not limited to the physical and psychological health of the population, social and economic equity and well-being of the community, effective risk communication, integration of organizations (governmental and nongovernmental) in planning, response, and recovery, and social connectedness for resource exchange, cohesion, response, and recovery.<sup>1</sup>

Disadvantaged Communities: Areas that are disproportionately affected by multiple types of pollution and areas with vulnerable populations, identified as disadvantaged by the California Environmental Protection Agency per SB 535. These census tracts include the top 25 percent in CalEnviroScreen 3.04 along with other areas with high amounts of pollution and low populations.<sup>5</sup>

Direct Grant Implementation Costs: Direct costs associated with administrative activities related to implementation of the grant. Direct grant implementation costs may be covered by STEP funds or resource contributions.

Elements: Parts of each project that Applicants want STEP to fund. Identified by Applicants as a result of a community engagement process.

End Users: The STEP community residents who will ultimately be using and benefiting from funded clean transportation projects and services.

Eligibility Thresholds: The basic eligibility requirements that must be met for a proposal to be scored.

Federally Recognized Tribes: Federal recognition refers to acknowledgement by the federal government that a tribal government and tribal members constitute a tribe with a government-to-government relationship with the United States and acknowledgement of eligibility for the programs, services, and other relationships established for the United States for Indians, because of their status as Indians. Federally recognized tribes have the power to make and enforce laws on their lands and create governmental entities such as tribal courts. (25 U.S.C., § 83.2)6

Fixed-route Transit Strategy: Includes projects such as transit station improvements, transit right-of-way improvements (e.g., bus rapid transit lanes), transit operations improvements, transit passes, and improvements to increase accessibility of transit (e.g., network/fare integration, wayfinding, and signage).

<sup>&</sup>lt;sup>4</sup> https://oehha.ca.gov/calenviroscreen/report/calenviroscreen-30

<sup>&</sup>lt;sup>5</sup> https://oehha.ca.gov/calenviroscreen/sb535

<sup>&</sup>lt;sup>6</sup> https://www.ncsl.org/research/state-tribal-institute/list-of-federal-and-state-recognized-tribes.aspx

**Grant Term:** The time period defined by the Applicant in which all STEP funds must be expended and all project activities must be completed. The grant term may differ based on the grant or project type.

Hard-to-reach Residents: Residents whose interests, due to social, economic, and institutional barriers, have historically been under-represented.

Indirect Grant Implementation Costs: Costs associated with administrative activities that are not tied directly or solely to the project (must account for no more than 1 percent of the value of the funds requested from STEP). Identified indirect grant implementation costs are not eligible resource contributions.

Land Use Strategy: Includes policies, plans, and processes that encourage infill development, curb urban or suburban sprawl, and incentivize denser development in areas with high quality transportation options.

Lead Applicant: The entity that is responsible for leading the development of the proposal and implementation of the projects funded through STEP. The Lead Applicant should be the organization most focused on and connected to the STEP Community and will enter into a partnership with other entities for the purpose of applying for a STEP grant. The Lead Applicant will be the Grantee in the grant agreement with CARB.

**Local Governments:** Any non-State public agency, including but not limited to cities, counties, councils of governments, air districts, transit agencies, school districts, and joint powers authorities.

**Low-income Communities:** Census tracts with median household incomes at or below 80 percent of the statewide median income or with median household incomes at or below the threshold designated as low-income by the Department of Housing and Community Development's list of State income limits adopted pursuant to Section 50093 of the California Health and Safety Code. Identified as low-income per AB 1550.<sup>7</sup>

Low-income Household: Households identified as low-income per AB 1550.7

**Micromobility Vehicles:** Includes, but is not limited to, standard bicycles, electric bicycles (Class 1 or Class 2 per California Assembly Bill 1096), electric scooters, electric mopeds, and recumbent and adaptive bicycles.

 $<sup>^{7} \, \</sup>underline{\text{https://ww3.arb.ca.gov/cc/capandtrade/auctionproceeds/communityinvestments.htm}} \\ \underline{\text{A-4}}$ 

**Mode Shift Strategy:** Includes incentives and dis-incentives that encourage mode shift away from single-occupancy, combustion vehicles and toward shared, zero-emission modes of transportation.

**Outreach:** Occurs during project identification and design to ensure that community residents have knowledge that will help them actively participate in decision-making processes. Also occurs during project implementation and operation to help educate end users on the new technology and services offered and to encourage the increased use of clean transportation options.

Outreach and Education Strategy: Includes projects that encourage residents to use shared, zero-emission modes of transportation. Also includes education of anyone who will be interacting with funded clean transportation and supporting projects as users or as staff.

**Partnership Structure:** A framework between the Lead Applicant, Sub-applicants, and Community Partners that outlines the relationships and decision-making structure between each of the entities contributing to the proposal. The Partnership Structure will guide implementation of the entire STEP grant.

Planning and Community Engagement Strategy: Includes co-developing plans and co-designing projects with community residents for the community's land use and transportation systems.

**Projects:** Vehicle, equipment, infrastructure, operations, planning, and capacity building projects that Applicants want STEP to fund. Identified by Applicants as a result of a community engagement process.

**Project Life:** Defined by the Applicant for each project based on project type. CARB provides default project life values for quantifiable project types in CARB Quantification Methodologies.<sup>8</sup>

**Proposal:** The collection of projects and supporting activities that make up the full STEP investment in a single community. A proposal must be submitted for either a Planning and Capacity Building Grant or an Implementation Grant. One proposal may not be used to apply for both grant types, though an Applicant may submit separate proposals to apply for both grant types.

**Proposal Components:** All items that must be submitted to CARB as part of the proposal in order for the proposal to be scored.

Public Schools: California Department of Education's definition of a public school9

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<sup>8</sup> www.arb.ca.gov/cci-resources

<sup>9</sup> https://www.cde.ca.gov/ds/si/ds/dos.asp

**Resiliency:** The capacity of any entity – an individual, a community, an organization, or a natural system – to prepare for disruptions, to recover from shocks and stresses, and to adapt and grow from a disruptive experience.<sup>1</sup>

Resource Contributions: Assets contributed to funded projects to support their quality, breadth, and longevity throughout their lifetimes. Resource contributions may include cash, in-kind services, and leveraged funding from other public or private sources including other California Climate Investments programs. While resource contributions do not need to be monetary (i.e. cash match), Applicants are required to estimate the monetary value of all resource contributions. For resource contribution eligibility requirements, see Appendix G.

**Scoring Criteria:** The criteria used by the interagency review panel to score STEP proposals after determining that they meet all eligibility thresholds.

Shared Mobility Strategy: Includes projects such as zero-emission carshare, rideshare, vanpooling, carpooling, bikeshare, scooter share, ride-hailing, shuttles, and microtransit (on-demand transit) services. Shared mobility projects should be complementary to existing public transit service. Shared mobility projects could include new service, operations, or promotion of ridership or pooling through subsidies.

**Small Business:** Defined by the Department of General Services as a for-profit business that is independently owned, is not dominant in its field of operation, and meets specific employee size and/or revenue requirements.<sup>10</sup>

**STEP Community:** The community (defined by the Applicants and community residents during proposal development) that is the focus of and will benefit from the proposed projects. The STEP Community must be represented by a contiguous<sup>11</sup> geographic boundary and contain residents that all use the same community-defined transportation system.

**Strategies:** Categories of projects that Applicants may select in order to achieve their vision. Identified by Applicants as a result of a community engagement process.

**Sub-applicant:** An entity that enters into a Partnership Structure with the Lead Applicant for the purpose of applying for a STEP grant and that is responsible for implementing project or project elements funded through STEP. Should the Lead Applicant's proposal be selected for funding, the Sub-applicants will be Subgrantees in the grant agreement with CARB.

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<sup>&</sup>lt;sup>10</sup> https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise

<sup>&</sup>lt;sup>11</sup> Next to or touching

**Supporting Strategies:** Categories of projects that support and enhance clean transportation projects that already exist in the STEP Community, prioritize clean transportation options over single-occupancy combustion vehicles, or lay the groundwork for successful implementation of STEP-funded transportation projects. Supporting Strategies include Community Development, Incentives, Land Use, Outreach and Education, and Planning and Community Engagement.

**Transportation Equity:** When a community's transportation system provides accessible, affordable, environmentally sustainable, reliable, and safe transportation options to all residents, in particular those that have been disproportionately impacted by pollution or lack access to services. Transportation equity is intrinsically linked to access to economic opportunities and occurs when community residents have the power to make decisions about their transportation systems.

**Tribal Governments:** All California Native American Tribes. Either a federally recognized California tribal government listed on the most recent notice of the Federal Register or a non-federally recognized California tribal government, including those listed on the California Tribal Consultation List maintained by the California Native American Heritage Commission.<sup>12</sup>

**Vehicles:** Includes micromobility (see definition above) vehicles and automobiles (e.g., sedans, SUVs, vans, shuttles, transit buses). Vehicles that are eligible for STEP funding include zero-emission micromobility vehicles and zero-emission vehicles on the CVRP and HVIP eligible vehicle and vehicle conversion lists, including vehicle models that were removed due to CVRP policy changes effective December 3, 2019.

**Vision:** The Applicant and community-defined description of how the STEP proposal will meet STEP's objectives and address the community's needs.

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<sup>12</sup> http://nahc.ca.gov/

# STEP Implementation Grant Proposal Template INSTRUCTIONS tab

INSTRUCTIONS:	This proposal template should be used in conjunction with the STEP Implementation Grant Solicitation. The solicitation document outlines in detail the requirements and criteria for a STEP Implementation Grant proposal and the instructions that Applicants should follow to fill out each tab of this proposal template. The solicitation document can be found here:  http://www.arb.ca.gov/msprog/aqip/solicitations.htm
	If you need help while developing your proposal, fill out the survey in the link below
ASSISTANCE:	by 5:00 pm (Pacific Time) July 1, 2020.
	https://docs.google.com/forms/d/e/1FAlpQLSeZn9n- 7gGU7ScAkaBjllPwReXRpkH6ohWUKut8DG4BzUN2tw/viewform
TIPS:	When developing your answers to the questions in this template, type them into a Word document first. Copy + paste them into this Excel spreadsheet when they are final and ready to submit to CARB.
	Fill out all applicable white boxes. Blue boxes contain instructions. Gray boxes populate automatically based on your inputs in the white boxes.
	While CARB appreciates succinct responses, there may be situations where your responses need to be longer than the template allows or where your responses

	INSTRUCTIONS				
	AFTER THE PROPOSAL IS COMPLETE  Complete, sign, and date the cover page of the proposal (see Appendix C, Section I). Write the file name in the box to the right.	[File name]			
2	AFTER THE PROPOSAL IS COMPLETE Complete the Proposal Components and Eligibility Thresholds checklists (see Appendix C, Sections II and III) to ensure that all proposal components (sections of the proposal template and attachments) have been included and all eligibility thresholds have been met before submitting to CARB. If you answer "No" to any of the items in the checklist, go back and complete those items before submitting the proposal to CARB. Submit the final completed checklist to CARB with the rest of the proposal. Write the file name in the box to the right.	[File name]			

# STEP Implementation Grant Proposal Template GRANT FRAMEWORK tab

Proposal name | [Enter the name of your proposal]

RESPONSES	
INSTRUCTIONS	

	NOISION	
<b>←</b> Page 295	Describe the vision for the STEP Community	
2	Describe how residents and other key stakeholders were involved in the development of the vision statement identified above.	

P	PROJECTS AND STRATEGIES	ES		
		Project name (in order of priority for funding)	Associated strategy	Describe how residents and other key stakeholders were involved in the identification of each strategy and project.
	Project #1			
	Project #2			
, c	Project #3			
, t, U	Project #4			
	Project #5			
	Project #6			
	Project #7			
	Project #8			
Pa	Project #9			
ge 2	Project #10			
296				
	Provide a summary of			
	the proposal that			
	includes a brief			
	description of all			
9	proposed STEP-funded			
	projects. Summaries from all Applicants will be posted publicly on			
	CARB's website.			

# STEP Implementation Grant Proposal Template $APPLICANTS\ tab$

APPLICANTS	1	1	2	3	4	9	10
	Name of entity	Type of entity	Roles and responsibilities	Letter of support (attachment)	Statement of qualifications	Organizational readiness to conduct equity work	Conflict of interest declaration
	,	.,,,,		,,	1		
Lead Applicant							
	5	5	6	[File name]	8	9	10
	, , , , , , , , , , , , , , , , , , ,			Letter of support	8	Organizational readiness to	
	Name of entity	Type of entity	Roles and responsibilities	(attachment)	Statement of qualifications	conduct equity work	Conflict of interest declaration
Sub-applicant #1							
				(File name)			
Sub-applicant #2							
.,							
				(File name)			
Sub-applicant #3							
				[File name]			
Sub-applicant #4							
				(File name)			
				priendine			
Sub-applicant #5							
Sub-applicant #5							
				(File name)			
Sub-applicant #6							
				[File name]			
Sub-applicant #7							
				(File name)			
Sub-applicant #8							
				(File name)			
Sub-applicant #9							
				[File name]			
				pae numej			
Sub-applicant #10							
Jub-upplicant π10							
		[		[File name]			

Community Partner #1  Community Partner #2  Community Partner #3  Community Partner #4  Community Partner #4	Type of entity	Roles and responsibilities	Letter of support (attachment)
Community Partner #2  Community Partner #3  Community Partner #4			
Community Partner #3  Community Partner #4			
Community Partner #3  Community Partner #4			[File name]
Community Partner#4			
Community Partner#4			[File name]
			[File name]
Community Partner #5			
Community Partner #5			(File name)
			[File name]
Community Partner #6			
			[File name]
Community Partner #7			
			[File name]
Community Partner #8			
			[File name]
Community Partner #9			
			[File name]
Community Partner #10		1	

# STEP Implementation Grant Proposal Template PARTNERSHIP STRUCTURE tab

	INSTRUCTIONS	RESPONSES			
	ROLES AND RESPONSIBILITIES				
14	Describe how the Lead Applicant's and Sub-applicants' roles and responsibilities (identified in the APPLICANTS tab) complement each other.				
	GOVERNANCE AND DECISION-MAKING				
15	Describe the governance and decision-making structure of the partnership. Include the process for handling disputes and the process for changing, adding, or removing partners.				
16	Describe how the governance and decision-making structure centers the voices of Community Partners and other community residents and key stakeholders.				
17	Describe the role of online or in-person public meetings in the governance and decision-making structure. Include the frequency of meetings, the minimum number of public meetings that will be held, and how meeting agendas and notes will be posted for public access.				
18	Describe how Applicants will report back to and seek feedback from the community about how input is being incorporated into project development and implementation.				
	LEGAL STRUCTURE				
19	Describe the legal structure of the partnership. Include who is contracting with whom and confirmation that the Lead Applicant will assume liability for the proposed projects if selected.				
	FINANCIAL STRUCTURE				
20	Describe the financial structure of the partnership. Include the process the Lead Applicant will use to pay Sub-applicants and Community Partners and the subcontractor procurement process, if applicable.				
	EQUITY				
21	Describe how the partnership structure accounts for potential inequities between partners.				

# STEP Implementation Grant Proposal Template PROPOSAL THRESHOLDS & CRITERIA tab

	INSTRUCTIONS	RESPONSES			
	CTED COMMUNITY				
1 (attachment)	STEP COMMUNITY  Submit a map shapefile that identifies the STEP Community boundary, tentative project locations, and benefiting disadvantaged community census tracts. Write the file name in the box to the right.	[File name]			
2	Describe the residents of the STEP Community, including demographics such as gender, race/ethnicity, age, income level, languages spoken, vehicle ownership, travel patterns to key destinations, and transportation mode share. Focus on demographics that are relevant to the community vision and identified projects.				
3	Describe the clean transportation options that are currently available or soon to be available to community residents, in particular those in disadvantaged community census tracts. Describe the quality (e.g., frequency, affordability, reliability) of these clean transportation options.				
4	For any project that is not located in the STEP Community, explain how the project is connected to and serves the STEP Community.				
	EXISTING PROJECTS AND PLANS				
	Submit at least one letter from the city, county, or tribal				
5 (attachment)	government's Planning Department, Community Development Department, Environmental Director, or other similar department or body that has land use and housing authority. The letter must demonstrate how the proposed projects are aligned with the strategies, policies, and priorities identified in existing local and regional plans or that explains why the proposed strategies, policies, and plans in existing local and regional plans do not reflect the community's needs or priorities. If no local or regional plans exist, explain why. Write the file name in the box to the right.	[File name]			
6	Describe how proposed projects support and are supported by existing projects that are the types of projects that are eligible for STEP funding and the types of projects that are ineligible for STEP funding but are encouraged (lists in Appendix E). If the proposed STEP-funded projects do not connect to any existing transportation or land use projects, explain why.				
	WORKFORCE DEVELOPMENT				
7	Describe how the proposed projects will contribute to workforce development in the climate and clean transportation sectors, including how the projects will partner with workforce development and training programs with career pathways or provide economic opportunities through high-quality jobs for residents of the STEP Community. If not applicable, explain why.				
	DISPLACEMENT AND HOUSING				
8	Describe the displacement vulnerabilities that currently exist in low-income households and small businesses within the STEP Community.				
9	Describe the existing policies and plans that address displacement avoidance. If not applicable, explain why.				

10	Describe any policies, programs, or coordination with existing policies or programs that are proposed to be funded through STEP to avoid the displacement of existing low-income households and small businesses within the STEP Community to counter displacement that may occur due to STEP-funded projects. If not applicable, explain why.	
11	Describe how the proposed projects will advance local land use and housing goals as identified in the applicable Regional Transportation Plan, Sustainable Communities Strategy (where applicable), Regional Housing Needs Allocation (RHNA), local Housing Element implementation, or other local plans such as general plans or specific plans. If not applicable, explain why.	
12	Describe how local land use policies, plans, or processes will support the use and benefits of the proposed projects over their lifetime. Describe how the policy, plan, or process promotes the development of affordable housing within a halfmile of a transit station, transit stop, or access to an active transportation facility that will be improved by the proposed projects. If not applicable, explain why.	

### STEP Implementation Grant Proposal Template PROJECT #1 THRESHOLDS & CRITERIA tab

	INSTRUCTIONS	RESPONSES
		- RESI ONSES
	PROJECT SCOPE	1
1	Project Name Lead Implementer	0
2	Describe each project scope and deliverables. Include information about all project elements as defined in Appendix E. Include what project details (if any) still need to be determined and how community residents will be involved in that process.	
3 (attachment)	Include any applicable readiness documentation, including CEQA documentation (see Appendix E for details). Write the file names of all readiness documentation in the box to the right.	[File name]
4	If readiness requirements are not met by the time the proposal is submitted, identify the process and anticipated timeline for completing these actions within six months after grant execution or (for CEQA requirements only) at the time of grant execution.	
	TRANSPORTATION EQUITY	
	Describe how each project considers the needs of different	
5	groups of residents within the STEP Community. In particular, describe how each project incorporates different facets of transportation equity (including accessibility to key destinations, accessibility of transportation options, affordability, environmental sustainability, reliability, and safety) as they are defined by community residents.	
6	Describe the direct, meaningful, and assured benefit(s) provided to residents of disadvantaged communities in the STEP Community.	
	COMMUNITY INCLUSION	
7	Describe the community-identified transportation needs and how each project addresses those needs in a way that community residents want.	
8	Describe the community engagement process that was used to identify the community's transportation needs prior to submitting the proposal. If community engagement activities used to identify these needs were conducted over two years prior to submitting the proposal, describe the process for confirming with community residents that the needs identified are still relevant.	
9	Describe the community engagement activities planned to ensure that community residents have the opportunities and resources to actively participate in the decision-making process during grant implementation.	
10	ldentify any hard-to-reach residents.	
11	Describe how the planned community engagement activities focus on the hard-to-reach residents identified above.	
12	Describe how the planned community engagement activities will be evaluated for success and updated accordingly.	
13	Identify the expected end users.	
14	Describe the outreach and education activities planned to ensure that identified end users in the community have knowledge that will help them use new transportation services and actively participate in decision-making processes during grant implementation.	

15	Describe how the planned outreach and education activities focus on the hard-to-reach residents identified above.				
16	Describe how the planned outreach and education activities will be evaluated for success and updated accordingly.				
17	Describe the plan for educating community residents and local businesses about other applicable CARB funding opportunities and supporting California Energy Commission funding opportunities.				
	DATA TRACKING AND REPORTING				
18	Identify the Applicant(s) who will lead data tracking and reporting.				
19	Describe the plan for tracking and collecting project-related data to report to CARB.				
20 (attachment)	Submit a completed STEP Benefits Calculator (see Appendix C) that includes all of the projects counted under a Clean Transportation Strategy. Write the file name in the box to the right.	[File name]			
	CUMATE ADADTATION AND DECULENCY				
	CLIMATE ADAPTATION AND RESILIENCY				
21	Identify the impacts of climate change (on public health, the economy, the built environment, etc.) in the STEP Community. If not applicable, explain why.				
22	Describe how the project will incorporate adaptation measures that will lead to increased resiliency to climate impacts. Describe how the project will increase community resilience to the direct and indirect impacts of climate change. If not applicable, explain why.				
	LONGEVITY AND LESSONS LEARNED				
23	Describe if and how the project will remain fiscally sustainable and continue to provide benefits beyond the grant term. If applicable, describe the contingency plan for ensuring capital projects continue to serve the community if operation of service is discontinued after STEP funding is spent.				
24	Describe how Applicants will collect and share lessons learned with similar communities throughout the state that may be interested in implementing similar projects.				

### STEP Implementation Grant Proposal Template PROJECT #2 THRESHOLDS & CRITERIA tab

	INICTRITICALIC	RESPONSES
	INSTRUCTIONS	RESPONSES
	PROJECT SCOPE	
1	Project Name Lead Implementer	0
2	Describe each project scope and deliverables. Include information about all project elements as defined in Appendix E. Include what project details (if any) still need to be determined and how community residents will be involved in that process.	
3 (attachment)	Include any applicable readiness documentation, including CEQA documentation (see Appendix E for details). Write the file names of all readiness documentation in the box to the right.	[File name]
4	If readiness requirements are not met by the time the proposal is submitted, identify the process and anticipated timeline for completing these actions within six months after grant execution or (for CEOA requirements only) at the time of grant execution.	
	TRANSPORTATION FOLLITY	
	TRANSPORTATION EQUITY	
5	Describe how each project considers the needs of different groups of residents within the STEP Community. In particular, describe how each project incorporates different facets of transportation equity (including accessibility to key destinations, accessibility of transportation options, affordability, environmental sustainability, reliability, and safety) as they are defined by community residents.	
6	Describe the direct, meaningful, and assured benefit(s) provided to residents of disadvantaged communities in the STEP Community.	
	COMMUNITY INCLUSION	
7	Describe the community-identified transportation needs and how each project addresses those needs in a way that community residents want.	
8	Describe the community engagement process that was used to identify the community's transportation needs prior to submitting the proposal. If community engagement activities used to identify these needs were conducted over two years prior to submitting the proposal, describe the process for confirming with community residents that the needs identified are still relevant.	
9	Describe the community engagement activities planned to ensure that community residents have the opportunities and resources to actively participate in the decision-making process during grant implementation.	
10	ldentify any hard-to-reach residents.	
11	Describe how the planned community engagement activities focus on the hard-to-reach residents identified above.	
12	Describe how the planned community engagement activities will be evaluated for success and updated accordingly.	
13	Identify the expected end users.	
14	Describe the outreach and education activities planned to ensure that identified end users in the community have knowledge that will help them use new transportation services and actively participate in decision-making processes during grant implementation.	

15	Describe how the planned outreach and education activities focus on the hard-to-reach residents identified above.	
16	Describe how the planned outreach and education activities will be evaluated for success and updated accordingly.	
17	Describe the plan for educating community residents and local businesses about other applicable CARB funding opportunities and supporting California Energy Commission funding opportunities.	
	DATA TRACKING AND REPORTING	
18	Identify the Applicant(s) who will lead data tracking and reporting.	
19	Describe the plan for tracking and collecting project-related data to report to CARB.	
20 (attachment)	Submit a completed STEP Benefits Calculator (see Appendix C) that includes all of the projects counted under a Clean Transportation Strategy. Write the file name in the box to the right.	[File name]
	CUMATE ADAPTATION AND DESILIENCY	
	CLIMATE ADAPTATION AND RESILIENCY	
21	Identify the impacts of climate change (on public health, the economy, the built environment, etc.) in the STEP Community. If not applicable, explain why.	
22	Describe how the project will incorporate adaptation measures that will lead to increased resiliency to climate impacts. Describe how the project will increase community resilience to the direct and indirect impacts of climate change. If not applicable, explain why.	
	LONGEVITY AND LESSONS LEARNED	
23	Describe if and how the project will remain fiscally sustainable and continue to provide benefits beyond the grant term. If applicable, describe the contingency plan for ensuring capital projects continue to serve the community if operation of service is discontinued after STEP funding is spent.	
24	Describe how Applicants will collect and share lessons learned with similar communities throughout the state that may be interested in implementing similar projects.	

### STEP Implementation Grant Proposal Template PROJECT #3 THRESHOLDS & CRITERIA tab

	INSTRUCTIONS RESPONSES		
		- KESI ONSES	
	PROJECT SCOPE		
1	Project Name Lead Implementer	0	
2	Describe each project scope and deliverables. Include information about all project elements as defined in Appendix E. Include what project details (if any) still need to be determined and how community residents will be involved in that process.		
3 (attachment)	Include any applicable readiness documentation, including CEQA documentation (see Appendix E for details). Write the file names of all readiness documentation in the box to the right.	[File name]	
4	If readiness requirements are not met by the time the proposal is submitted, identify the process and anticipated timeline for completing these actions within six months after grant execution or (for CEQA requirements only) at the time of grant execution.		
	TRANSPORTATION EQUITY		
5	Describe how each project considers the needs of different groups of residents within the STEP Community. In particular, describe how each project incorporates different facets of transportation equity (including accessibility to key destinations, accessibility of transportation options, affordability, environmental sustainability, reliability, and safety) as they are defined by community residents.		
6	Describe the direct, meaningful, and assured benefit(s) provided to residents of disadvantaged communities in the STEP Community.		
	COMMUNITY INCLUSION		
7	Describe the community-identified transportation needs and how each project addresses those needs in a way that		
8	community residents want.  Describe the community engagement process that was used to identify the community's transportation needs prior to submitting the proposal. If community engagement activities used to identify these needs were conducted over two years prior to submitting the proposal, describe the process for confirming with community residents that the needs identified are still relevant.		
9	Describe the community engagement activities planned to ensure that community residents have the opportunities and resources to actively participate in the decision-making process during grant implementation.		
10	Identify any hard-to-reach residents.		
11	Describe how the planned community engagement activities focus on the hard-to-reach residents identified above.		
12	Describe how the planned community engagement activities will be evaluated for success and updated accordingly.		
13	Identify the expected end users.		
14	Describe the outreach and education activities planned to ensure that identified end users in the community have knowledge that will help them use new transportation services and actively participate in decision-making processes during grant implementation.		

15	Describe how the planned outreach and education activities focus on the hard-to-reach residents identified above.	
16	Describe how the planned outreach and education activities will be evaluated for success and updated accordingly.	
17	Describe the plan for educating community residents and local businesses about other applicable CARB funding opportunities and supporting California Energy Commission funding opportunities.	
	DATA TRACKING AND REPORTING	
18	Identify the Applicant(s) who will lead data tracking and reporting.	
19	Describe the plan for tracking and collecting project-related data to report to CARB.	
20 (attachment)	Submit a completed STEP Benefits Calculator (see Appendix C) that includes all of the projects counted under a Clean Transportation Strategy. Write the file name in the box to the right.	[File name]
	CUMATE ADAPTATION AND DESILIENCY	
	CLIMATE ADAPTATION AND RESILIENCY	
21	Identify the impacts of climate change (on public health, the economy, the built environment, etc.) in the STEP Community. If not applicable, explain why.	
22	Describe how the project will incorporate adaptation measures that will lead to increased resiliency to climate impacts. Describe how the project will increase community resilience to the direct and indirect impacts of climate change. If not applicable, explain why.	
	LONGEVITY AND LESSONS LEARNED	
23	Describe if and how the project will remain fiscally sustainable and continue to provide benefits beyond the grant term. If applicable, describe the contingency plan for ensuring capital projects continue to serve the community if operation of service is discontinued after STEP funding is spent.	
24	Describe how Applicants will collect and share lessons learned with similar communities throughout the state that may be interested in implementing similar projects.	

### STEP Implementation Grant Proposal Template PROJECT #4 THRESHOLDS & CRITERIA tab

	INSTRUCTIONS RESPONSES		
		NEST ONSES	
	PROJECT SCOPE		
1	Project Name Lead Implementer	0	
2	Describe each project scope and deliverables. Include information about all project elements as defined in Appendix E. Include what project details (if any) still need to be determined and how community residents will be involved in that process.		
3 (attachment)	Include any applicable readiness documentation, including CEQA documentation (see Appendix E for details). Write the file names of all readiness documentation in the box to the right.	[File name]	
4	If readiness requirements are not met by the time the proposal is submitted, identify the process and anticipated timeline for completing these actions within six months after grant execution or (for CEQA requirements only) at the time of grant execution.		
	TRANSPORTATION EQUITY		
	TRANSFORTATION EQUIT		
5	Describe how each project considers the needs of different groups of residents within the STEP Community. In particular, describe how each project incorporates different facets of transportation equity (including accessibility to key destinations, accessibility of transportation options, affordability, environmental sustainability, reliability, and safety) as they are defined by community residents.		
6	Describe the direct, meaningful, and assured benefit(s) provided to residents of disadvantaged communities in the STEP Community.		
	COMMUNITY INCLUSION		
	COMMUNITY INCLUSION		
7	Describe the community-identified transportation needs and how each project addresses those needs in a way that community residents want.		
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19	Describe the plan for tracking and collecting project-related data to report to CARB.	
20 (attachment)	Submit a completed STEP Benefits Calculator (see Appendix C) that includes all of the projects counted under a Clean Transportation Strategy. Write the file name in the box to the right.	[File name]
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	CLIMATE ADAPTATION AND RESILIENCY	
21	Identify the impacts of climate change (on public health, the economy, the built environment, etc.) in the STEP Community. If not applicable, explain why.	
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# STEP Implementation Grant Proposal Template PROJECT #5 THRESHOLDS & CRITERIA tab

	INSTRUCTIONS RESPONSES		
		- KEST ONSES	
	PROJECT SCOPE		
1	Project Name Lead Implementer	0	
2	Describe each project scope and deliverables. Include information about all project elements as defined in Appendix E. Include what project details (if any) still need to be determined and how community residents will be involved in that process.		
3 (attachment)	Include any applicable readiness documentation, including CEQA documentation (see Appendix E for details). Write the file names of all readiness documentation in the box to the right.	[File name]	
4	If readiness requirements are not met by the time the proposal is submitted, identify the process and anticipated timeline for completing these actions within six months after grant execution or (for CEQA requirements only) at the time of grant execution.		
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# STEP Implementation Grant Proposal Template PROJECT #6 THRESHOLDS & CRITERIA tab

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		- KESI ONSES	
	PROJECT SCOPE		
1	Project Name Lead Implementer		
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# STEP Implementation Grant Proposal Template PROJECT #7 THRESHOLDS & CRITERIA tab

	INSTRUCTIONS RESPONSES		
		<u> </u>	
	PROJECT SCOPE Project Name		
1	Lead Implementer	0	
2	Describe each project scope and deliverables. Include information about all project elements as defined in Appendix E. Include what project details (if any) still need to be determined and how community residents will be involved in that process.		
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		<u> </u>	
	PROJECT SCOPE Project Name		
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		- RESI ONSES	
	PROJECT SCOPE		
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# STEP Implementation Grant Proposal Template PROJECT #10 THRESHOLDS & CRITERIA tab

PROJECT #10 THRESHOLDS & CRITERIA tab  INSTRUCTIONS RESPONSES		
	PROJECT SCOPE	
1	Project Name Lead Implementer	U
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### STEP Implementation Grant Proposal Template PROPOSAL IMPLEMENTATION PLAN tab

	INSTRUCTIONS	RESPONSES	CALCULATIONS
	PROPOSAL BUDGET		
1	Input cost information and associated notes in the BUDGET tab.		
2	Total proposal budget	\$	
3	Total funds requested from STEP	-	
4	Total cost of the Clean Transportation Strategies (must be at least 50 pecent of the total proposal budget)	\$ -	#DIV/0!
5	Total cost of the projects located within the boundaries of the disadvantaged community census tracts in the STEP Community (must be at least 50 percent of the total proposal budget)	\$	#DIV/0!
6	Funds for data tracking and reporting (must be at least 2 percent of the total proposal budget)	\$ -	#DIV/0!
7	Grant implementation funds requested (must be no more than 5 percent of the funds requested from STEP)	\$ -	#DIV/0!
	Indirect grant implementation funds requested (must be no more than 1 percent of the funds requested from STEP)	\$ -	#DIV/0!
9	Total resource contribution (must be at least 20 percent of the value of the funds requested from STEP)	\$ -	#DIV/0!
	Write the file names of all resource contribution documentation in the box to the right.	[File name]	

Γ		PROPOSAL TIMELINE	
	11	Fill out the TIMELINE tab.	

# $\begin{array}{c} \textbf{STEP Implementation Grant Proposal Template} \\ \textit{BUDGET tab} \end{array}$

					Request for	Resource		T
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PROJECT #2								
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Direct Costs								
Project Costs	Direct Costs			N/A				
Task 2.3   Enter name of task here   NA N/A   S   S   S   S   Task 2.4   Enter name of task here   NA N/A   S   S   S   S   Task 2.4   Enter name of task here   NA N/A   S   S   S   S   Task 2.4   Enter name of task here   NA N/A   S   S   S   S   Task 2.4   Enter name of task here   N/A N/A   S   S   S   S   Tolera (Enter name of task here   N/A N/A   S   S   S   S   Tolera (Enter name of task here   S   S   S   S   S   Tolera (Enter name of task here   S   S   S   S   S   Tolera (Enter position/classification here   S   S   S   S   S   S   Task 2.1   Enter name of task here   N/A N/A   S   S   S   S   Task 3.2   Enter name of task here   N/A N/A   S   S   S   S   Task 3.3   Enter name of task here   N/A N/A   S   S   S   S   Task 3.4   Enter name of task here   N/A N/A   S   S   S   S   Task 3.4   Enter name of task here   N/A N/A   S   S   S   S   Task 3.4   Enter name of task here   N/A N/A   S   S   S   S   Task 3.4   Enter name of task here   N/A N/A   S   S   S   S   Task 3.4   Enter name of task here   N/A N/A   S   S   S   S   Task 3.4   Enter name of task here   N/A N/A   S   S   S   S   Task 3.4   Enter name of task here   N/A N/A   S   S   S   S   Task 3.4   Enter name of task here   N/A N/A   S   S   S   S   Task 3.4   Enter name of task here   N/A N/A   S   S   S   S   Task 3.4   Enter name of task here   N/A N/A   S   S   S   S   Task 3.4   Enter name of task here   S   N/A N/A   S   S   S   S   Task 3.4   Enter name of task here   S   N/A N/A   S   S   S   S   Task 3.4   Enter name of task here   S   N/A N/A   S   S   S   S   Task 3.4   Enter name of task here   S   N/A N/A   S   S   S   S   Task 3.4   Enter name of task here   S   N/A N/A   S   S   S   S   Task 3.4   Enter name of task here   S   N/A N/A   S   S   S   S   Task 3.4   Enter name of task here   S   N/A N/A   S   S   S   S   Task 3.4   Enter name of task here   S   N/A N/A   S   S   S   S   Task 3.4   Enter name of task here   S   N/A N/A   S   S   S   S   Task 3.4   Enter name of task here   S   N/A N/A   S   S   S   S   Task 3.4			·					
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Etc.						•	•	
PROJECT 43								
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Project Costs			\$ -		\$ -	\$ -	\$ -	
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Task 6.3	[Enter name of task here]	N/A	N/A	\$ -	\$ -	\$ -	
Task 6.4	[Enter name of task here]	N/A	N/A	\$ -	\$ -	\$ -	
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PROJECT #7	0						
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Project Costs							
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PROJECT #8	0						
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Task 8.2	[Enter name of task here]	N/A	N/A	\$ -	\$ -	\$ -	
Task 8.3	[Enter name of task here]	N/A	N/A	\$ -	\$ -	\$ -	
Task 8.4	[Enter name of task here]	N/A	N/A	\$ -	\$ -	\$ -	
	[Enter name of task here]	N/A	N/A	\$ -	\$ -	\$ -	
Project #8 Cos		IN/A	N/A		\$ -	\$ -	
Project #6 Cos	ists			\$ -	<b>,</b>	-	
PROJECT #9	0						
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Task 9.2	[Enter name of task here]	N/A	N/A	\$ -	\$ -	\$ -	
Task 9.3	[Enter name of task here]	N/A	N/A	\$ -	\$ -	\$ -	
Task 9.4	[Enter name of task here]	N/A	N/A	\$ -	\$ -	\$ -	
[Etc.]	[Enter name of task here]	N/A	N/A	\$ -	\$ -	\$ -	
Project #9 Cos				\$ -	\$ -	\$ -	
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							<del>                                     </del>
Task 10.3	[Enter name of task here]	N/A	N/A	\$ -	\$ -	\$ -	<del>                                     </del>
Task 10.4	[Enter name of task here]	N/A	N/A	\$ -	\$ -	\$ -	
	[Enter name of task here]	N/A	N/A	\$ -	\$ -	\$ -	
Project #10 Co	osts			\$ -	\$ -	\$ -	
				Total Poguart	Total Passures	Total Proposal	
T-4-I C4	(F-+			Total Request	Total Resource	Total Proposal	
Total Costs	[Enter the name of your proposal]			Total Request for STEP Funds \$ -	Total Resource Contribution \$ -	Total Proposal Budget \$ -	

# $\begin{array}{c} \textbf{STEP Implementation Grant Proposal Template} \\ \hline \textit{TIMELINE tab} \end{array}$

	Description	Start date	Completion date	Roles	Deliverables (if applicable)	Request for STER funds
Task 1.1	[Enter description of task here]	0/0/0	0/0/0	[Enter description of Applicant roles here]	[Enter description of deliverables, if applicable]	\$ -
[Etc.]	[Enter description of task here]	0/0/0	0/0/0	[Enter description of Applicant roles here]	[Enter description of deliverables, if applicable]	\$ -
	[Enter description of task here]	0/0/0	0/0/0	[Enter description of Applicant roles here]	[Enter description of deliverables, if applicable]	
	[Enter description of task here]	0/0/0	0/0/0	[Enter description of Applicant roles here]	[Enter description of deliverables, if applicable]	
	[Enter description of task here]	0/0/0	0/0/0	[Enter description of Applicant roles here]	[Enter description of deliverables, if applicable]	
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	[Enter description of task here]	0/0/0	0/0/0	[Enter description of Applicant roles here]	[Enter description of deliverables, if applicable]	
	[Enter description of task here]	0/0/0	0/0/0	[Enter description of Applicant roles here]	[Enter description of deliverables, if applicable]	
	[Enter description of task here]	0/0/0	0/0/0	[Enter description of Applicant roles here]	[Enter description of deliverables, if applicable]	
	Disbursement request #2		0/0/0			\$ -
	Description	Start date	Completion date	Roles	Deliverables (if applicable)	Request for STER
Task #	[Enter description of task here]	0/0/0	0/0/0	[Enter description of Applicant roles here]	[Enter description of deliverables, if applicable]	
[Etc.]	[Enter description of task here]	0/0/0		[Enter description of Applicant roles here]	[Enter description of deliverables, if applicable]	\$ -
, ,	[Enter description of task here]	0/0/0		[Enter description of Applicant roles here]	[Enter description of deliverables, if applicable]	
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	Disbursement request #3		0/0/0			\$ -
	Description	Start date	Completion date	Roles	Deliverables (if applicable)	Request for STEF funds
Task #	[Enter description of task here]	0/0/0	0/0/0		[Enter description of deliverables, if applicable]	
[Etc.]	[Enter description of task here]	0/0/0		1	[Enter description of deliverables, if applicable]	\$ -
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	[Enter description of task here]	0/0/0	0/0/0	1	[Enter description of deliverables, if applicable]	
	[Enter description of task here]	0/0/0	0/0/0		[Enter description of deliverables, if applicable]	
	Disbursement request #4		0/0/0			\$ -
	Description	Start date	Completion date	Roles	Deliverables (if applicable)	Request for STEF
Task #	[Enter description of task here]	0/0/0		[Enter description of Applicant roles here]	[Enter description of deliverables, if applicable]	
[Etc.]	[Enter description of task here]	0/0/0		[Enter description of Applicant roles here]	[Enter description of deliverables, if applicable]	\$ -
	[Enter description of task here]	0/0/0	0/0/0		[Enter description of deliverables, if applicable]	
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	[Enter description of task here]	0/0/0		[Enter description of Applicant roles here]	[Enter description of deliverables, if applicable]	
						\$ -
	Disbursement request #5		0/0/0			
	Disbursement request #5		3,3,5			
	Disbursement request #5  Description	Start date	Completion date		Deliverables (if applicable)	Request for STER
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STATE OF CALIFORNIA CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY CALIFORNIA AIR RESOURCES BOARD

# STEP IMPLEMENTATION GRANT SOLICITATION-APPENDIX C: PROPOSAL COMPONENTS AND ELIBILITY THRESHOLDS

STCD/CIB-001 (REV. 06/2020) PAGE 1 OF 6

STEP Implementation Grant Solicitation

#### APPENDIX C: PROPOSAL COMPONENTS AND ELIBILITY THRESHOLDS

Submit this completed appendix to CARB alongside the proposal template in Appendix B and other requested attachments.

Please print clearly or type all information in this proposal.

# I. PROPOSAL COVER PAGE

I. PROPOSAL	L COVER PAGE				
Project:					
Lead Applicant Entity Name:					
Business Type:					
Contact Name and Title:					
Person with Contract Signing Authority/Air Pollution	n Control Officer (APCO):				
Mailing Address:					
City:	State:				
Zip Code:	Telephone Number:				
Email Address:	Fax Number:				
☐ I have read and understood the terms and cond	litions of the Sample Grant Agreement.				
☐ I have read and understood the draft Grantee so (Section F. Duties and Requirements).	cope of work in the Sample Grant Agreement				
☐ I have read, understood, and submitted all prop appendix.	osal components listed in Table C-1 of this				
☐ I have read, understood, and complied with all eligibility thresholds listed in Table C-2 of this appendix.					
I hereby certify under penalty of perjury that all info any attachments are true and correct.	rmation provided in this proposal and				
Printed Name of Responsible Party or APCO	Title:				
Signature of Responsible Party or APCO:	Date:				

# STEP IMPLEMENTATION GRANT SOLICITATION-APPENDIX C: PROPOSAL COMPONENTS AND ELIBILITY THRESHOLDS

STCD/CIB-001 (REV. 06/2020) PAGE 2 OF 6

# THIRD PARTY CERTIFICATION (if applicable)

have completed the proposal, in whole or in part, on behalf of the Applicant.					
Printed Name of Third Party:	Title:				
Signature of Third Party:	Date:				
Amount Being Paid for Application Completion:	Source of Funding to Third Party:				

#### II. PROPOSAL COMPONENTS

Proposal components are all the parts of the proposal that must be submitted to CARB in order for the proposal to be scored. Applicants must submit a proposal using the Proposal Template in Appendix B.

Applicants must use this checklist to ensure that all proposal components are included prior to submitting the proposal and submit a completed and signed checklist as part of the proposal cover page (see above).

**Table C-1: Proposal Components Checklist** 

Proposal Component	Submission Format	Yes/No
Cover page (this appendix)	Proposal Template	
Grant Framework	Instructions	Yes/No
Vision statement	Proposal Template	
Strategies identified	Proposal Template	
Projects identified	Proposal Template	
Project summary for public posting	Proposal Template	
Applicants and Partnership Structure	Submission Format	Yes/No
Lead Applicant and Sub-applicant identification, qualifications, and letters of support	Proposal Template and Attachments	
Conflict of interest declaration	Attachments	
Community Partner identification and letters of support	Proposal Template and Attachments	
Partnership Structure	Proposal Template	

# STEP IMPLEMENTATION GRANT SOLICITATION-APPENDIX C: PROPOSAL COMPONENTS AND ELIBILITY THRESHOLDS

STCD/CIB-001 (REV. 06/2020) PAGE 3 OF 6

Proposal Thresholds and Criteria	Instructions	Yes/No
STEP Community map	Attachments	
STEP Community description	Proposal Template	
Consistency with existing plans letter(s) of support	Attachments	
Connections to existing projects component	Proposal Template	
Workforce development component	Proposal Template	
Displacement avoidance component	Proposal Template	
Affordable housing and land use component	Proposal Template	
Project-specific Thresholds and Criteria	Instructions	Yes/No
Project scope	Proposal Template	
Readiness documentation (Appendix E)	Proposal Template and Attachments	
Transportation equity component	Proposal Template	
Community-identified transportation needs component	Proposal Template	
Community engagement component	Proposal Template	
Outreach and education component	Proposal Template	
Data tracking and reporting component	Proposal Template	
Benefits Calculator and supporting documentation (Appendix I)	Attachment	
Climate adaptation and resiliency component	Proposal Template	
Longevity and lessons learned component	Proposal Template	
Proposal Implementation Plan	Instructions	Yes/No
Proposal budget	Proposal Template	
Resource contribution documentation (if applicable)	Attachments	

STATE OF CALIFORNIA CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY CALIFORNIA AIR RESOURCES BOARD

# STEP IMPLEMENTATION GRANT SOLICITATION-APPENDIX C: PROPOSAL COMPONENTS AND ELIBILITY THRESHOLDS

STCD/CIB-001 (REV. 06/2020) PAGE 4 OF 6

Proposal timeline	Proposal Template	

#### III. ELIGIBILITY THRESHOLDS

Eligibility thresholds are the basic eligibility requirements that must be met for the proposal to be scored.

CARB staff will use the checklist below to determine if a proposal meets STEP's eligibility thresholds. If a proposal does not meet all eligibility thresholds, the Lead Applicant will be notified by CARB within four business days after the solicitation deadline and will have two business days to submit proof that missing eligibility thresholds have been met. Updates to eligibility thresholds during this time should not result in substantial changes to proposals. Eligibility thresholds will be evaluated at CARB's sole discretion. After that deadline, proposals that do not meet all eligibility thresholds will not proceed to the next step of the review process.

Applicants must use this checklist to ensure that all eligibility thresholds are met prior to submitting the proposal.

# **Table C-2: Eligibility Thresholds Checklist**

General Completeness	Yes/No
Proposal includes all proposal components.	
Proposal does not extend beyond the maximum grant term.	

Grant Framework	Yes/No
Strategies Identified	
At least one Clean Transportation Strategy and at least one Supporting Strategy are selected, with at least one distinct project under each strategy.	
Projects Identified	
Projects identified are eligible (on the list of eligible projects or are eligible based on CARB's discretion, not on the list of ineligible projects)	

Applicants And Partnership Structure	Yes/No
Lead Applicant and Sub-Applicant Identification, Qualifications, and Letters of Support	
Lead Applicant is an eligible organization.	
If the Lead Applicant is not a federally recognized tribe, at least one of the	
Applicants is a local government.	
If the Lead Applicant is not a federally recognized tribe, at least one of the	
Applicants is a community-based organization	

# STEP IMPLEMENTATION GRANT SOLICITATION-APPENDIX C: PROPOSAL COMPONENTS AND ELIBILITY THRESHOLDS

STCD/CIB-001 (REV. 06/2020) PAGE 5 OF 6

Applicants And Partnership Structure	Yes/No
All Applicants have submitted letters of support.	
Community Partner Identification and Letters of Support	
All Community Partners have submitted letters of support.	
Partnership Structure	
Partnership Structure includes information about the governance, legal, and financial considerations of the partnership structure.	
Partnership Structure includes a process for transparent decision-making that involves Community Partners and other residents.	

Proposal Thresholds and Criteria	Yes/No
STEP Community Map	
Map identifies the STEP Community boundary, the tentative location of each project, and the disadvantaged community or low-income community census tracts within the STEP Community.	
At least 50 percent of the geographic area of the STEP Community is disadvantaged or low-income community census tracts.	
STEP Community Description	
Any project not located in the STEP Community is connected to and serves the STEP Community.	
Consistency with Existing Plans Letter(s) of Support	
Letter from the city, county, or tribal government's Planning Department, Community Development Department, Environmental Director, or other similar entity that has land use authority describes how the proposed project is aligned with the strategies, policies, and priorities identified in existing local and regional plans or that explains why the proposed strategies, policies, and plans in existing local and regional plans do not reflect the community's needs and priorities. If no local or regional plans exist, the letter explains why.	

Yes/No

# STEP IMPLEMENTATION GRANT SOLICITATION-APPENDIX C: PROPOSAL COMPONENTS AND ELIBILITY THRESHOLDS

STCD/CIB-001 (REV. 06/2020) PAGE 6 OF 6

Project-specific Thresholds and Criteria	Yes/No
Readiness documentation demonstrates that CEQA has or will have been met at the time of grant execution.	
Readiness documentation shows that non-CEQA readiness requirements (e.g., site control, permits) have or will have been met within six months after grant execution.	
Community-identified Transportation Needs Component	
Each project is tied to a community-identified transportation need.	
Benefits Calculator and Supporting Documentation	
Sum of estimated GHG emission reductions from quantifiable projects is positive (i.e., shows a net emission reduction).	

Proposal Implementation Plan	Yes/No
Proposal Budget	
At least 50 percent of the total proposal budget funds projects that are counted toward the proposal's Clean Transportation Strategies.	
At least 50 percent of the total proposal budget funds projects located within the boundaries of the disadvantaged community census tracts that are located within the STEP Community.	
At least 2 percent of the total proposal budget funds data tracking and reporting.	
The total grant implementation funds requested account for no more than 5 percent of the total funds requested from STEP.	
Indirect grant implementation costs account for no more than 1 percent of the total proposal budget.	
Resource contribution is valued at minimum at 20 percent of the value of the funds requested from STEP in the proposal.	
Resource Contribution Documentation	
Proposal includes supporting documentation for all identified resource contributions.	

# **APPENDIX D: SCORING CRITERIA**

Scoring criteria are the criteria used by the evaluation panel to score STEP proposals after determining that they meet the eligibility thresholds.

If a proposal meets all **eligibility thresholds**,<sup>1</sup> CARB staff and an evaluation panel will evaluate the proposal. Each proposal that is scored will receive a single score out of 100 points.

Table D-1: General Scoring Criteria

Category	Maximum Points
Grant Framework	19
Applicants and Partnership Structure	17
Proposal Thresholds and Criteria	16
Project-specific Thresholds and Criteria	44
Proposal Implementation Plan	4
Total Proposal	100
Extra points	4

A review panel will evaluate each scoring criterion using the scoring scale below for all criteria except Number of strategies selected, Total GHG emission reductions, and GHG emission reduction cost-effectiveness. These criteria will be evaluated on a sliding scale compared across all scored proposals. For these criteria, all scored proposals will be compared to one another. The proposals with the highest values will receive the highest number of points for each criterion and the proposals with the lowest values will receive the lowest number of points for each criterion.

Table D-2: Scoring Scale

Possible Percent of Maximum Points	Interpretation	Explanation for Percentage of Points
0%	Not Responsive	Response does not include or fails to address the criterion.
1-24%	Minimally Responsive	Response minimally addresses the criterion. Any omissions, flaws, or defects are significant and unacceptable.
25-49%	Inadequate	Response addresses the criterion, but there are one or more omissions, flaws, or defects OR the criterion is addressed in such a limited way that the reviewer has a low degree of confidence in the proposal.
50-69%	Adequate	Response adequately addresses the criterion. Any omissions, flaws, or defects are minimally

<sup>&</sup>lt;sup>1</sup> See definition in Appendix A.

Possible Percent of Maximum Points	Interpretation	Explanation for Percentage of Points
		consequential.
70-89%	Good	Response fully addresses the criterion in a way that gives the reviewer a good degree of confidence in the proposal. Any omissions, flaws, or defects are minimal and inconsequential.
90-100%	Excellent	Response fully addresses the criterion in a way that gives the reviewer a high degree of confidence in the proposal. The response exceeds expectations by providing one or more creative or innovative approaches or solutions.

CARB staff and the interagency review panel will evaluate each proposal that meets all eligibility thresholds using the specific scoring criteria below.

Table D-3: Scoring Criteria Breakdown

Grant Framework	Maximum Points (19)
Vision statement	
Vision for the community aligns with STEP objectives and	
articulates how the proposed projects will help address the	3
transportation needs of the community.	
Residents and other key stakeholders were involved in the	
development of the vision statement using recommended,	1
context-specific methods of community engagement from the	'
Community Inclusion Guidance.	
Strategies identified	
Number of strategies selected. Sliding scale based on all	3
proposals scored.	3
Projects identified	
Proposed projects are integrated and connected with each other	
in a manner that maximizes the ability to address community	3
residents' transportation needs.	
Proposed projects prioritize increasing accessibility to key	
destinations for community residents with diverse transportation	3
needs.	
Proposed projects employ innovative solutions or work together in	_
innovative ways to address community residents' transportation	3
needs.	
Residents and other key stakeholders were involved in the	
identification of the proposed projects using recommended,	3
context-specific methods of community engagement from the	
Community Inclusion Guidance.	

Applicants and Partnership Structure	Maximum Points (17)
Lead Applicant and Sub-applicant identification, qualifications, and letters of support	
Lead Applicant has the organizational capacity and ability to implement the STEP proposal through relevant expertise, experience, and skill sets (e.g., has experience managing pilot projects, implementing grants, working with community residents).	3
Sub-applicants have the organizational capacity and ability to support the Lead Applicant to implement the STEP proposal for their identified role through relevant expertise, experience, and skill sets.	4
Applicants have the organizational readiness to conduct equity work.	2
Partnership Structure	
Lead Applicant and Sub-applicants have the capacity to equitably work together to implement a complex grant. This may include past work history, a commitment to regular communication, etc.	2
Partnership Structure includes a diverse group of other key stakeholders that represent the community (e.g., community- based organizations, local governments, transit agencies, nonprofits, regional agencies, health-based organizations, small businesses)	2
Partnership Structure includes a meaningful process to involve Community Partners and other residents in the decision-making process for each proposed project. In this way, community engagement is tied to a governance structure that will help community ideas and concerns shape project design and implementation.	4

Proposal Thresholds and Criteria	Maximum Points (16)
Connections to existing projects component	
Proposed projects complement existing clean transportation services and modes available. Proposed projects complement other existing, encouraged transportation, housing, and clean energy projects.	2
Workforce development component	
Proposed projects will contribute to workforce development in the climate and clean transportation sectors (e.g., partnering with workforce development and training programs with career pathways, providing economic opportunities through high-quality jobs) with a focus on STEP Community residents that live in disadvantaged and low-income community residents and that face barriers to employment.	6

Proposal Thresholds and Criteria	Maximum Points (16)
Displacement avoidance component	
Displacement vulnerability among low-income households and small businesses and existing policies and plans that address displacement avoidance within the STEP Community are identified.	1
Proposal will implement new policies and programs or coordinate with existing policies and programs to avoid the displacement of low-income households and small businesses within the STEP Community to counter any displacement that may occur due to STEP-funded projects.	4
Affordable housing and land use component	
Proposed projects complement the local jurisdiction's transportation, land use, and housing goals in a manner that supports affordable and transit-oriented housing. The local jurisdiction's land use policies, plans, and processes support the use and benefits of the proposed projects.	3

Project-specific Thresholds and Criteria	Maximum Points (44)
Project scopes	
Project scopes are feasible and identify all deliverables needed to achieve objectives.	2
Applicants have all necessary preparations completed (e.g., site control, permits) and all necessary partners on board in order to implement the proposed projects.	2
Transportation equity component	
Proposed projects consider the needs of the different groups of residents within the STEP Community. Projects address the different facets of transportation equity (including accessibility, affordability, safety, reliability, and environmental sustainability) as they are defined by community residents.	4
Proposed projects maximize benefits to the disadvantaged community census tracts within the STEP Community.	2
Community-identified transportation needs component	
Residents and other key stakeholders were involved in the identification of the community's transportation needs using recommended, context-specific methods of community engagement from the Community Inclusion Guidance.	2
Each project addresses at least one community-identified transportation need. Projects have been designed to meet the identified transportation needs. This includes, but is not limited to, appropriate scope, scale, elements, etc.	3
Community engagement component	
Proposal incorporates diverse, context-specific, and	3

Project-specific Thresholds and Criteria	Maximum Points (44)
recommended community engagement activities from the Community Inclusion Guidance for the duration of each project's implementation to involve residents in decision-making processes.	
Proposal is feasible (including timelines, tasks, deliverables, and budgets).	1
Outreach and education component	
Projects help educate end users on new technology and services offered and encourage the use of new transportation options using recommended, context-specific outreach and education activities from the Community Inclusion Guidance. Proposal also includes a plan to educate residents and local businesses about other applicable State funding opportunities.	2
Projects help educate residents about the proposed projects to better participate in decision-making processes using recommended, context-specific outreach and education activities from the Community Inclusion Guidance.	1
Proposal is feasible (including timelines, tasks, deliverables, and budgets).	1
Data tracking and reporting component	
Proposal for data tracking and reporting satisfies applicable requirements and is feasible (including timelines, tasks, deliverables, and budgets).	3
Benefits Calculator and supporting documentation	
Total GHG emission reductions. Sliding scale based on all proposals scored.	4
GHG emission reduction cost-effectiveness. Sliding scale based on all proposals scored.	4
Community engagement level. If the proposal has high community engagement, two points will be awarded. If the proposal has medium community engagement, one point will be awarded. If the proposal has low community engagement, no points will be awarded.	2
Climate adaptation and resiliency component	
The proposal identifies the climate change risks and exposures within the STEP Community.	1
Where appropriate, projects include clear plans to adapt to direct and indirect climate risks and enhance community resiliency.	3
Longevity and lessons learned component	
Proposal addresses need for projects to operate and be maintained after the grant term is complete. Where appropriate, projects include clear plans for long-term operations and maintenance, including coordination with appropriate responsible parties.	3
Proposal includes a plan to track and communicate best practices	1

Project-specific Thresholds and Criteria	Maximum Points (44)
and lessons learned.	

Proposal Implementation Plan	Maximum Points (4)
Project plans (scopes and timelines)	
Plans are feasible (including timelines, tasks, deliverables, and budget).	4

Extra points will be awarded to proposals that meet the qualifications below. No proposal may receive more than four extra points.

Extra Points	Maximum Points (4)
Lead Applicant is a community-based organization or a federally recognized tribe. If the proposal meets this criteria, the full two points will be awarded. If not, no points will be awarded.	2
Proposal is for projects in a rural community. <sup>2</sup> If the proposal meets this criteria, the full two points will be awarded. If not, no points will be awarded.	2
Proposal is for projects in a community that has a lack of clean transportation available to residents. Sliding scale based on all proposals scored.	2

<sup>&</sup>lt;sup>2</sup> For the purposes of STEP, communities that are not in urbanized areas, as defined by the 2010 census (https://www.census.gov/programs-surveys/geography/guidance/geo-areas/urban-rural/2010-urban-rural.html) OR communities that are not served by a metropolitan planning organization.

# APPENDIX E: PROJECT ELIGIBILITY

STEP Implementation Grants will fund a variety of clean transportation and supporting projects in disadvantaged communities that will work together to increase community residents' ability to access key destinations without a personal vehicle.

Each proposal<sup>1</sup> must contain multiple projects.<sup>1</sup> Each project may contain multiple project elements.<sup>1</sup> Each project element must abide by STEP's eligible cost and readiness requirements. This appendix includes lists of eligible and ineligible projects, eligible and ineligible costs, and readiness and other requirements for specific project elements and for the proposal overall. Projects that are not on the eligible or ineligible lists may be determined to be eligible at CARB's sole discretion.

The proposal must identify at least one eligible project for each strategy that the Applicant plans to implement.

All projects must be completed within the grant term. All projects must be compliant with all relevant laws, regulations, policies, and procedures.

# **ELIGIBLE PROJECTS**

The tables below list eligible projects and associated elements by strategy. Funded project elements must directly serve the associated eligible projects in the tables below.

#### I. CLEAN TRANSPORTATION STRATEGIES

Applicants must select at least one Clean Transportation Strategy, which includes Active Transportation, Fixed-route Transit, and Shared Mobility, but Applicants are strongly encouraged to combine multiple strategies. These strategies should expand the clean transportation options available to residents, encourage mode shift away from single-occupancy vehicles toward clean transportation options, fill transportation gaps, or connect transportation modes (e.g., through first/last mile connections). The proposal must use a minimum of 50 percent of the total proposal budget to fund projects that are counted toward the proposal's Clean Transportation Strategies. Identified strategies should work together to achieve the community's vision. The Clean Transportation Strategies and associated eligible projects are listed alphabetically below.

#### A. Active Transportation

The Active Transportation strategy includes projects such as bicycle, pedestrian, and complete streets infrastructure (e.g., crosswalks, sidewalks, bikeways).

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<sup>&</sup>lt;sup>1</sup> See definition in Appendix A.

Table E-1: Eligible Active Transportation Projects

	1: Eligible Active Transportation Projects
Eligible Projects	Examples of Project Elements
New pedestrian	Complete streets infrastructure
walkways and multi-use	<ul> <li>Connections to mobility hubs and transit stations</li> </ul>
paths	to enable first/last mile connections
	<ul> <li>Installation of new or improved pedestrian</li> </ul>
	crossings or over-crossings
	<ul> <li>Maintenance of funded infrastructure during the project's lifetime<sup>1</sup></li> </ul>
	<ul> <li>New walkways and multi-use paths that improve mobility, accessibility, and safety for users (e.g. sidewalks)</li> </ul>
	<ul> <li>Non-capacity increasing streetscape</li> </ul>
	improvements, such as:
	<ul> <li>Benches or "street furniture"</li> </ul>
	o Lighting
	o Placemaking (e.g., parklets,² public art)
	Shading and canopies  Ciana and canopies
	Signage and way-finding markers     Heban forestry and greenery
	<ul><li>Urban forestry and greenery</li><li>Other related amenities for pedestrians,</li></ul>
	cyclists, and transit riders
	Planning, community engagement, outreach, and
	education for new pedestrian facilities
	Signalization modifications and upgrades for
	pedestrian detection and prioritization
	<ul> <li>Street crossing enhancements, including accessible pedestrian signals</li> </ul>
	Traffic-calming and traffic control projects such as:
	o Channelization (e.g., road diets) <sup>3</sup>
	o Curb cuts
	<ul> <li>Curb extensions</li> </ul>
	<ul> <li>Lane narrowing projects</li> </ul>
	<ul> <li>Roundabouts</li> </ul>
	<ul> <li>Speed tables, bumps, humps, and cushions</li> </ul>
New bikeways and	Bicycle carrying structures on public transit
networks (Class I, Class	Complete streets infrastructure
II, or Class IV)	Connections to mobility hubs and transit stations
	to prioritize first/last mile connections
	Maintenance of funded infrastructure during the
	project's lifetime

 $<sup>^2</sup>$  Community or green space that takes the place of a former curbside parking spot  $^3$  The practice of reducing the number of lanes on a road, typically to slow driving speed and make room for other forms of transportation besides cars

Eligible Projects	Examples of Project Elements
	<ul> <li>New context-sensitive bikeways (Class I, Class II, and Class IV) that improve mobility, accessibility, and safety for users</li> </ul>
	<ul> <li>Planning, community engagement, outreach, and education for new bike facilities</li> </ul>
	<ul> <li>Publicly accessible bike parking, storage, and repair infrastructure (e.g., bike racks, bike lockers, bike repair kiosks)</li> </ul>
	<ul> <li>Signalization modifications and upgrades for bicycle detection and prioritization</li> </ul>

# B. Fixed-route Transit

The Fixed-route Transit strategy includes projects such as transit station improvements, transit right-of-way improvements (e.g., bus rapid transit lanes), transit operations improvements, transit passes, and improvements to increase accessibility of transit (e.g., network/fare integration, wayfinding, and signage).

Table E-2: Eligible Fixed-route Transit Projects

Eligible Projects	Examples of Project Elements
New or expanded service	<ul> <li>Operation of new or expanded service</li> <li>Planning, community engagement, outreach, and education for new or expanded services</li> <li>Purchase, construction, and installation of infrastructure, equipment, or facilities to support zero-emission vehicles</li> <li>Zero-emission vehicle¹ purchases and leases for new or expanded service</li> </ul>
Public transit subsidies	<ul> <li>Community engagement, outreach, and education for public transit subsidies</li> <li>Free fare days</li> <li>Plans for subsidy disbursement (e.g., how many subsidies users will receive, how long the subsidies will last)</li> <li>Transit vouchers for free or reduced fares</li> </ul>
System or efficiency improvements	<ul> <li>Access for unbanked users</li> <li>ADA accessibility improvements</li> <li>Infrastructure for express routes and other efficiency improvements such as:         <ul> <li>Bus-only lanes</li> <li>Traffic signal coordination and optimization</li> </ul> </li> <li>Mobile apps</li> <li>Network/fare integration</li> <li>Other system or efficiency improvements that result in increased ridership for new or existing</li> </ul>

Eligible Projects	Examples of Project Elements
Eligible Projects	routes, including project elements that increase service levels or reliability or decrease travel time  Planning, community engagement, outreach, and education for system or efficiency improvements  Route, schedule, frequency, and reliability improvements (e.g., for commute trips, noncommute trips, trip-chaining, essential services)  Transit station and stop improvements such as:  Connectivity improvements such as sidewalks and turnouts  Lighting  Measures to increase safety from gender-related violence  Mobility hubs to integrate different transportation modes and prioritize first/last mile connections  Placemaking and greenery  Safety and security equipment  Shading, shelters, and seating  Station ambassadors  Wayfinding and signage  Transit vehicle improvements (e.g., bike racks, stroller access improvements, fareboxes, measures
	to enhance public health)

# C. Shared Mobility

The Shared Mobility strategy includes projects such as zero-emission carshare, rideshare, vanpooling, carpooling, bikeshare, scooter share, ride-hailing, shuttles, and microtransit (on-demand transit) services. Shared mobility projects should be complementary to existing public transit service. Shared mobility projects could include new service, operations, or promotion of ridership or pooling through subsidies.

Table E-3: Eligible Shared Mobility Projects

Eligible Projects	Examples of Project Elements
New or expanded carshare, rideshare, bikeshare, scooter share, vanpooling, carpooling, ride-hailing, shuttles, and microtransit	<ul> <li>Access for unbanked users</li> <li>Measures to enhance public health why using services</li> <li>Mobile apps for on-demand services</li> <li>Mobility hubs to prioritize first/last mile connections</li> <li>Operation of new or expanded service</li> <li>Planning, community engagement, outreach, and education for shared mobility services</li> </ul>

Eligible Projects	Examples of Project Elements
	<ul> <li>Purchase, construction, and installation of infrastructure, equipment, or facilities to support zero-emission vehicles</li> <li>Strategies to encourage verifiable pooling for ondemand services</li> <li>Strategies to reduce deadhead mileage<sup>4</sup> for ondemand services</li> <li>Zero-emission vehicle purchases and leases for new or expanded service</li> </ul>
Shared mobility subsidies	<ul> <li>Community engagement, outreach, and education for shared mobility subsidies</li> <li>Free fare days</li> <li>Plans for subsidy disbursement (e.g., how many subsidies users will receive, how long the subsidies will last)</li> <li>Vouchers for free or reduced fares</li> </ul>

# II. SUPPORTING STRATEGIES

Applicants must select at least one Supporting Strategy, which includes Community Development, Land Use, Mode Shift Outreach and Education, and Planning and Community Engagement, but Applicants are strongly encouraged to combine multiple strategies. These strategies are meant to support and enhance clean transportation projects that already exist in the STEP Community, prioritize clean transportation options over single-occupancy combustion vehicles, or lay the groundwork for successful implementation of STEP-funded transportation projects. Identified strategies should work together to achieve the community's vision. The Supporting Strategies and associated eligible projects are listed alphabetically below.

# A. Community Development

The Community Development strategy includes infrastructure and policy projects that ready communities for adoption of clean vehicle technology and shared, zero-emission transportation modes while avoiding substantial burdens.

Table E-4: Eligible Community Development Projects

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Eligible Projects	Examples of Project Elements	
Displacement avoidance activities related to STEP-funded projects	<ul> <li>Local policy development, and implementation to support neighborhood stabilization and the preservation and production of affordable housing</li> <li>Planning, community engagement, outreach, and education for displacement avoidance</li> </ul>	

<sup>&</sup>lt;sup>4</sup> Mileage driven without cargo or a passenger, typically to reach the next pick-up location

Eligible Projects	Examples of Project Elements
Local goods movement to individuals or small businesses to minimize trips in single-occupancy vehicles	<ul> <li>Programs that support local, small businesses and existing residents that are vulnerable to displacement</li> <li>For a full list of example activities see the Displacement Avoidance Guidance linked in Appendix F.</li> <li>Centralized, walkable consumer pick-up locations</li> <li>Local goods movement emission reduction plans</li> <li>Planning, community engagement, outreach, and education for local goods movement</li> <li>Zero-emission vehicles for new or expansion of mobile and delivery services by small, local businesses (e.g., mobile markets and food trucks), including light and heavy-duty vehicles and cargo bikes</li> <li>Zoning and geofencing<sup>5</sup> (e.g., to streamline delivery services or restrict travel of delivery</li> </ul>
	vehicles in specific locations)
Workforce development activities for the climate and clean transportation sectors	<ul> <li>Educational resources, including but not limited to:         <ul> <li>Classes</li> <li>Curricula</li> <li>Materials</li> <li>Mobile apps</li> <li>Training sessions</li> <li>Websites</li> </ul> </li> <li>Partnership with job assistance and career development programs</li> <li>Promotion of engagement and contracting with local businesses and the local workforce</li> <li>For a full list of example activities see the Workforce Development Guidance linked in Appendix F.</li> </ul>
Zero-emission readiness projects to support publicly-accessible clean transportation	<ul> <li>Planning, community engagement, outreach, and education for zero-emission readiness projects</li> <li>Public zero-emission vehicle charging or refueling (e.g., planning, evaluation of existing infrastructure, siting, education and awareness, signage, an ombudsman position)</li> <li>Renewable energy generation and storage for zero-emission transportation</li> </ul>

<sup>5</sup> The use of technology to create virtual boundaries around a location, typically used in transportation to restrict specific types of vehicles or services from entering certain locations

# B. Land Use

The Land Use strategy includes policies, plans, and processes that encourage infill development, curb urban or suburban sprawl, and incentivize denser development in areas with high quality transportation options.

Table E-5: Eligible Land Use Projects

Table E-5: Eligible Land Use Projects Eligible Projects Examples of Project Elements		
Examples of Project Elements		
<ul> <li>Adoption of an agricultural greenbelt and</li> </ul>		
implementation agreement		
<ul> <li>Adoption of urban limit lines or urban growth</li> </ul>		
boundaries		
Agricultural land mitigation program transactions		
and program administration		
Conservation easements and purchase program		
transactions and program administration		
<ul> <li>Increased minimum of designated strategic agricultural areas</li> </ul>		
Planning, community engagement, outreach, and		
education for growth management projects		
Transfer of development rights		
<ul> <li>Combined land use and mobility plans</li> </ul>		
Community engagement, outreach, and education		
for land use plans to support transit-oriented		
development		
Land-use plans for transit-oriented and transit-		
ready development such as:		
Housing incentive zones or other area-based		
housing incentives beyond State Density		
Bonus Law		
<ul> <li>Plans for infrastructure necessary to support transit-oriented and transit-ready</li> </ul>		
development (e.g., station area planning		
including improvements to pedestrian		
infrastructure)		
<ul> <li>Upzoning or rezoning for multifamily</li> </ul>		
housing to intensify land use patterns in		
close proximity to transit		
Plans for converting publicly-owned lands into		
affordable housing, transit-oriented development		
Plans to connect disconnected neighborhoods to     ask other and to transit (a.g., gul do sas		
each other and to transit (e.g., cul-de-sac conversion)		
Other plans, policies, or process improvements to		
promote affordable residential densification in		
proximity to transit, jobs, and other amenities. For		

Eligible Projects	Examples of Project Elements
	a full list of example activities see the
	Displacement and Housing Guidance linked in
	Appendix F.

# C. Mode Shift

The Mode Shift strategy includes incentives and dis-incentives that encourage mode shift away from single-occupancy, combustion vehicles and toward shared, zero-emission modes of transportation.

Table E-6: Eligible Mode Shift Projects

Table E-o: Eligible Mode Snift Projects		
Eligible Projects	Examples of Project Elements	
Active transportation subsidies	<ul> <li>Planning, community engagement, outreach, and education for active transportation subsidies</li> <li>Vouchers to incentivize active transportation or vouchers to purchase personal zero-emission micromobility vehicles (e.g., standard bicycles, electric bicycles, electric scooters, recumbent and adaptive bicycles)</li> </ul>	
Pricing pilots, policies, or programs (e.g., parking, vehicle registration, (de-)congestion, or road pricing; feebates <sup>6</sup> ) to support mode shift away from single-occupancy combustion vehicles	<ul> <li>Impact analysis of pilots</li> <li>Vouchers to exempt or reduce prices for certain populations (e.g., low-income, students, seniors)</li> <li>Infrastructure and signage</li> <li>Mobile apps</li> <li>Operation and enforcement of pilot</li> <li>Payment systems</li> <li>Planning, community engagement, outreach, and education for pricing pilots, policies, or programs</li> </ul>	
Projects to increase access to clean transportation options	<ul> <li>Broadband network infrastructure to support clean transportation options</li> <li>Community resource centers or hubs to educate residents about how to use new clean transportation options</li> <li>Maintenance of existing infrastructure (e.g., sidewalks, bikeways)</li> <li>Planning, community engagement, outreach, and education for applicable projects</li> <li>Space conversion projects or pilots such as:         <ul> <li>Car-free zones</li> <li>Curbside management</li> <li>Geofencing</li> <li>Low or no emission zones</li> <li>Parking conversion</li> </ul> </li> </ul>	

<sup>&</sup>lt;sup>6</sup> A combination of fees and rebates used to incentivize mode shift.

Eligible Projects	Examples of Project Elements				
	<ul> <li>Separate drop-off and pick-up areas</li> <li>Signage and other associated infrastruct to separate modes</li> <li>Transportation demand management planning education</li> <li>Trip planners, street teams, and community ambassadors to connect residents to clean transportation options</li> <li>Gommunity engagement, outreach, and education</li> </ul>				
Telecommuting plans and programs	<ul> <li>Community engagement, outreach, and education for telecommuting plans and programs</li> <li>Participant incentives</li> <li>Program development and administration</li> </ul>				

## D. Outreach and Education

The Outreach and Education strategy includes projects that encourage residents to use shared, zero-emission modes of transportation. Also includes education of anyone who will be interacting with funded clean transportation and supporting projects as users or as staff.

Table E-7: Eligible Outreach and Education Projects

Eligible Projects	Examples of Project Elements					
Behavior change and marketing campaigns for new or existing clean transportation and mode shift projects	<ul> <li>Gamification programs<sup>7</sup></li> <li>Media outlets (e.g., digital media such as social media, television, or video; physical media such newspapers, magazines, or newsletters)</li> <li>Mobile apps</li> <li>Signage and other physical infrastructure</li> </ul>					
Capacity building to implement new or enhance existing clean transportation planning, operations, or infrastructure projects	<ul> <li>Community resource portals, toolkits, and documents</li> <li>Educational resources (e.g., classes, training sessions, materials, websites, mobile apps, curricula)</li> <li>Relationship building and network development</li> <li>Trip planners, street teams, and community ambassadors to connect residents to clean transportation options</li> </ul>					
Outreach and education for new or existing clean transportation planning, operations, or infrastructure projects	<ul> <li>Community resource portals, toolkits, and documents</li> <li>Educational resources, including but not limited to:         <ul> <li>Bike valet at community events</li> <li>Curricula</li> </ul> </li> </ul>					

 $<sup>^{7}</sup>$  Behavior change programs that employ characteristics of games to encourage desired behavior

Eligible Projects	Examples of Project Elements					
	<ul> <li>Events (e.g., ride and drives, bicycle rodeos,</li> </ul>					
	bike repair pop-ups, temporary street					
	closures or car-free days to encourage					
	active transportation, workshops)					
	<ul> <li>Materials</li> </ul>					
	<ul> <li>Mobile apps</li> </ul>					
	<ul> <li>Websites</li> </ul>					
	<ul> <li>First responder training</li> </ul>					
	<ul> <li>Pop-up or demonstration projects and other forms</li> </ul>					
	of tactical urbanism <sup>8</sup>					

## E. Planning and Community Engagement

The Planning and Community Engagement strategy includes co-developing plans and co-designing projects with community residents for the community's land use and transportation systems.

Table E-8: Eligible Planning and Community Engagement Projects

	le Flanning and Community Engagement Projects
Eligible Projects	Examples of Project Elements
Community and stakeholder engagement for new or existing clean transportation planning, operations, and infrastructure projects	<ul> <li>Community engagement events and activities</li> <li>Community resource portals, toolkits, and documents</li> <li>Community transportation needs assessments</li> <li>Education campaigns</li> <li>Engagement and contracting with local businesses and local workforce</li> <li>Participant incentives</li> <li>Participatory budgeting and other forms of community-decision making</li> <li>Partnership and network development</li> <li>Pop-up and demonstration projects and other forms of tactical urbanism<sup>8</sup></li> <li>Surveys and information gathering</li> </ul>
Transportation-focused plan development	<ul> <li>Automated and connected vehicle plans to enable equitable shared mobility</li> <li>Combined land use and mobility plans</li> <li>Community engagement, outreach, and education for transportation plans</li> <li>Feasibility studies</li> <li>Mobility equity analysis<sup>9</sup></li> </ul>

<sup>&</sup>lt;sup>8</sup> Low-cost, temporary changes to the built environment, often meant to test out changes before making them more permanent

<sup>&</sup>lt;sup>9</sup> Assessment of the quality and impact of existing transportation options and proposed new transportation projects

Eligible Projects	Examples of Project Elements
	<ul> <li>Mobility plans, including but not limited to:</li></ul>
Plans or policies to support mode shift away from single- occupancy vehicles	<ul> <li>Car-free zone plans</li> <li>Community engagement, outreach, and education for plans or policies</li> <li>Curbside management<sup>10</sup> plans/policies</li> <li>Elimination of parking requirements for new development</li> <li>Low or no emission zone plans</li> <li>Parking or lane conversion plans (to prioritize infill development and shared and zero-emission modes of transportation)</li> </ul>

#### III. INELIGIBLE PROJECTS

Projects that are ineligible for STEP funding include, but are not limited to:

- Building permits and site approvals
- Community-scale renewable energy or fuel production and storage\*
- Cost-sharing for infill development\*
- Environmental studies, plans, or documents normally required for project development under the National Environmental Policy Act or CEQA
- Heavy rail service\*

• Highway or road capacity creation or expansion

• Inter-state transit or long-distance intra-state transit (e.g., Greyhound buses)

<sup>&</sup>lt;sup>10</sup> The collection of practices that an entity uses to effectively manage the use of curb space

- Lab-scale technology research and development (TRL 4 or less)
- Land or building acquisition, leasing, or renting
- Manufacturing, including but not limited to:
  - Acquisition of raw materials or inputs for the manufacture of commercial product(s)
  - Operations and maintenance of manufacturing facility
- Personal or private automobile funding incentives (e.g., rebates, vouchers)
- Projects that include purchase of internal combustion or hybrid vehicles
- Projects that increase GHG or air pollutant emissions or vehicle miles traveled
- Residential or commercial development
- Ride-hailing services unless they are providing services with zero-emission vehicles or verifiable shared rides
- Road maintenance that is not directly linked to a complete streets project
- Transit-oriented development, particularly affordable housing\*
- Vehicle or fleet replacement that does not include provision of new or expansion of service

#### **ELIGIBLE COSTS**

#### I. ELIGIBLE COSTS

The list below includes the eligible costs for all of the project elements listed in the charts above. All costs covered by STEP funding must directly support these project elements.

- Access to proprietary data or research material
- Acquisition of right-of-way
- Consumer subsidies
- Direct costs for implementing new or expanded displacement avoidance policies
- Electronic software licenses, services, and development or hardware support services
- Equipment and infrastructure design, engineering, procurement, lease, installation, construction, and commissioning, for elements such as:
  - Accessibility improvements
  - Consumer payment systems
  - External consultant fees
  - Green infrastructure
  - o Some aspects of electrical system upgrades (under consideration)
  - Street and sidewalk infrastructure
  - Vehicle charging and hydrogen refueling stations

<sup>\*</sup> These projects, while ineligible for STEP funding, likely contribute to the vision for and benefit the STEP Community, so coordination between STEP-funded projects and these other projects is encouraged through scoring of the Connections to Existing Projects criterion.

- Vehicle locking stations
- Fuel and electricity costs
- Labor, including but not limited to:
  - Salaries, wages, and stipends for nonprofit or consultant staff dedicated to the project
  - Staff time spent on the project
  - Training for staff
  - Travel
- Materials and supplies, including but not limited to:
  - Language translation services
  - o Preparation of materials
  - Printing and mailing
- Operations and maintenance of vehicles, equipment, and infrastructure, including but not limited to:
  - Costs to outfit vehicles, equipment, and infrastructure with necessary and appropriate workplace and safety equipment
  - Insurance (for vehicle and for rider or passenger)
  - Mileage and user tracking devices (i.e., data loggers or telematics, bike and walk count equipment)
  - o Repairs and routine maintenance
  - o Reservation system development and on-going maintenance costs
  - Roadside assistance
  - Safety and training courses
  - o Time-of-use management systems and software
  - o User safety equipment (e.g., helmets for bicycle sharing participants)
- Outreach and community engagement events and support, including but not limited to:
  - Community and stakeholder advisory groups
  - Language translation and interpretation services
  - Marketing and advertisements
  - Participant incentives
  - Public transit subsidies for low-income, disabled, or other participants with accessibility or transportation challenges
  - Rental costs of equipment, facilities, or venues (Applicants are encouraged to seek access to free or low-cost facilities through partnerships with community facilities where possible.)
- Vehicle<sup>1</sup> purchase and lease

#### II. INELIGIBLE COSTS

- Advocacy work, such as direct lobbying for the passage of specific bills or local propositions
- All costs associated with automobile or motorcycle parking (excluding electric vehicle charging infrastructure that may be located at a parking spot)
- Bonus payments of any kind

- Ceremonial expenses (including food and beverages)
- Commission fees
- Costs for implementing existing policies, plans, ordinances, or programs (e.g., local government staff salaries, supplies, meetings, etc.)
- Damage judgments arising from the acquisition, construction, or equipping
  of a facility, whether determined by judicial process, arbitration, negotiation,
  or otherwise
- Expenses for publicity not related to the STEP-funded projects
- Indirect costs in excess of 1 percent of the total proposal budget
- Lobbying
- Ongoing operational costs beyond the grant term
- Real estate brokerage fees or expenses
- Right-of-way
- Services, materials, or equipment obtained under any other State program
- Specific expenses related to community engagement, outreach, and education:
  - Childcare-related costs
  - Food and refreshments
  - General meetings that do not specifically discuss or advance implementation of the STEP-funded project
- Stewardship of legal defense funds
- Work-appropriate clothing or attire (other than essential equipment and safety wear such as personal protective equipment)
- Using funds for mitigation activities that are already mandated by local or State governing bodies or agencies

#### **ELEMENT REQUIREMENTS**

All applicable project elements must adhere to the CEQA and permitting requirements described at the end of this appendix.

## I. FOR FUNDED LIGHT-, MEDIUM-, AND HEAVY-DUTY VEHICLES

- Vehicles funded by this grant comprise a fleet that must be maintained throughout the term of the grant agreement. Changes to the fleet after grant execution are subject to prior approval by CARB.
- Vehicles must be zero-emission.
- Vehicles may be purchased or leased (2-year minimum lease period).
- Vehicles must be on the eligible Clean Vehicle Rebate Project (CVRP) or Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project (HVIP) Eligible Vehicle lists<sup>11,12</sup> at the time of purchase, including vehicle models that were removed due to CVRP policy changes effective December 3, 2019.
- Vehicles must be registered in California.

<sup>&</sup>lt;sup>11</sup> https://cleanvehiclerebate.org/eng/eligible-vehicles

<sup>12</sup> https://www.californiahvip.org/how-to-participate/#Eligible-Vehicle-Catalog

- Vehicles must be compliant with all applicable State requirements, including, but not limited to applicable CARB engine or vehicle approval or certification and Department of Motor Vehicles licensing.
- No modifications can be made to the vehicle's emissions control systems, hardware, or software calibrations (California Vehicle Code (CVC) Section 27156).
- Vehicle title cannot be salvaged (as defined in CVC section 544).
- Vehicles must have data collection devices or data collection metrics included in their base mode options. Data collection devices can be installed post-purchase.
- Vehicles must be under warranty with the manufacturer for the duration of the grant term.
- Used vehicles must meet the following additional requirements at the time of purchase or lease:
  - o Vehicle model year must be 4 years or newer.
  - o Vehicle mileage cannot exceed 48,000 miles.
  - Vehicle cannot have any outstanding recall notices. If there has been a recall notice for the vehicle model, documentation must be provided that the problem has been addressed before the vehicle is purchased or leased.
  - Vehicles must be inspected by a licensed automotive mechanic.
  - o Batteries in vehicles must be new (new batteries may be purchased).
  - Vehicles that previously have participated in CVRP (received rebates) must have passed the compliance period and have fully complied with program requirements.
  - Vehicles must be formerly listed under the eligibility list of CVRP according to their model years.

#### II. FOR FUNDED MICROMOBILITY VEHICLES

- Purchased micromobility vehicles must be new.
- Micromobility vehicles funded by this grant comprise a fleet that must be maintained throughout the term of the grant agreement. Changes to the fleet after grant execution are subject to prior approval by CARB.
- Micromobility service must include a maintenance plan for continued reliable operation and unforeseen breakdowns of the charging or fueling infrastructure and repairs and maintenance of the vehicles.
- Micromobility service must be registered with the local jurisdiction, where available.
- Micromobility vehicles must have data collection devices or data collection metrics included in their base mode options. Data collection devices can be installed post-purchase

#### III. FOR FUNDED EVSE PURCHASE AND INSTALLATION

- EVSE must be installed to provide electricity to project vehicles.
- EVSE must comply with California Electric Vehicle Infrastructure Project

(CALeVIP) equipment requirements. 13

- EVSE may be installed in commercially or residentially zoned locations.
- EVSE may include ports for micromobility vehicle charging or fueling if the project design includes micromobility vehicles.
- EVSE may be Level 2 (rated up to 240 volts alternating current [AC], up to 60 amperes [amps], and up to 14.4 kilowatts) or Level 3 (high voltage AC or direct current [DC] with the capability to charge a vehicle to approximately 80 percent capacity within 30 minutes).
- EVSE must include a maintenance plan for continued reliable operation and unforeseen breakdowns of the charging infrastructure.

#### IV. FOR FUNDED HYDROGEN REFUELING STATION INSTALLATION

- Hydrogen refueling station must be installed to provide fuel to project vehicles.
- Hydrogen refueling station must adhere to the minimum technical, renewable hydrogen, and other requirements described in Appendix G<sup>14</sup> of the Clean Mobility in Schools solicitation.
- Hydrogen refueling station must comply with all applicable federal, State, and local laws and requirements for acceptable installation and usage of hydrogen refueling stations.
- Hydrogen refueling station must be designed to allow the station to accept delivery of hydrogen fuel from a mobile refueler or hydrogen tube trailer if on-site hydrogen production goes off-line or if hydrogen delivered via a pipeline is disrupted.
- Public or private access to refueling from proposed refueling stations is not required.

#### V. FOR POLICIES AND PROCEDURES TO EVALUATE AND ENROLL PARTICIPANTS IN FUNDED TRANSPORTATION SERVICES

- Participants must be enrolled and meet the requirements below:
  - o Possess a current California Class C Driver's license, if applicable
  - o Meet minimum requirements to drive a project vehicle as required by the Grantee and the insurance provider, if applicable, to be developed in conjunction with CARB
  - o Complete trip surveys and participate in research as requested by the Grantee
  - o Pay project fees to use the vehicles or service, if required by the
  - o Satisfactorily complete a bicycle safety training program, if applicable (must be approved by CARB)

<sup>&</sup>lt;sup>13</sup> https://calevip.org/resources-ev-charging-manufacturers-service-providers

- Participants become ineligible upon any of the following events:
  - o Participant becomes ineligible per terms of insurance
  - o Vehicle driver's license lapses or is revoked
  - Driver or rider is determined to be an unsafe or impaired driver by the Grantee
  - Participant causes damage to a vehicle, bicycle, EVSE, or other project property; ineligibility is at the discretion of the Grantee or CARB
  - Nonpayment of project fees to use the vehicles or service, as required by the Grantee
  - Noncompliance with project requirements; ineligibility is at the discretion of the Grantee or CARB

## VI. FOR FUNDED COMMUNITY ENGAGEMENT, OUTREACH, AND EDUCATION ACTIVITIES

- Funded activities must be directly related to the implementation of the STEP grant.
- Funded activities must focus on engaging community residents located or involved in the STEP Community.
- Funded activities must emphasize language access with multilingual outreach activities where appropriate.
- Funded activities must also collect data on residents' current knowledge regarding clean transportation options.
- Funded activities must include an evaluation of the success of the activities throughout implementation and adapt methods used accordingly.
- Funded activities should appropriately incentivize community residents for their time and expertise when participating in community engagement activities (see Community Inclusion Guidance linked in Appendix F).

#### VII. FOR FUNDED DISPLACEMENT AVOIDANCE ACTIVITIES

- Funded activities must be focused on implementing additional or new policies and programs, which may include but are not limited to new policies not yet adopted, programs that address implementation barriers of existing policies and programs, and expanded efforts around existing policies and programs.
- Funded activities must directly address the displacement vulnerabilities of the STEP Community and the potential impacts of implementing STEPfunded projects.
- Funded activities must be located within the STEP Community.
- Funded activities must be focused on engaging existing low-income households and small businesses located or involved within the STEP Community.

 Funded activities must include an evaluation of the success of that activity in avoiding displacement of existing low-income households and small businesses

#### VIII. FOR FUNDED GROWTH MANAGEMENT PROJECTS

Funded projects must comply with all relevant local, State, and federal laws, including State Housing Element Law<sup>15</sup> and Government Code Section 66300 as added by Senate Bill 330 (Chapter 654, Statues of 2019).<sup>16</sup>

#### READINESS REQUIREMENTS

If applicable, at the time of grant execution, Applicants must have all California Environmental Quality Act (CEQA) documentation completed. Applicants must include CEQA documentation in the proposal that demonstrates that CEQA has been or will have been met at the time of grant execution. See detailed instructions on the CEQA readiness requirement below.

Within six months after grant execution, Applicants must have all other necessary preparations completed (e.g., site control, permits) and all necessary partners on board in order to implement the proposed projects. Applicants must include documentation in the proposal that demonstrates that these other readiness requirements have been met or will have been met within six months after grant execution.

If any readiness requirements have not been met by the time the proposal is submitted, Applicants must identify the process and anticipated timeline for completing these actions. Applicants are encouraged to complete as many readiness requirements as possible prior to submitting their proposals; proposals will be scored on level of readiness.

#### I. CEQA COMPLIANCE AND PERMITTING REQUIREMENTS

Each proposed infrastructure installation (e.g., electric vehicle supply equipment, hydrogen refueling stations, bike or pedestrian infrastructure) may be subject to CEQA compliance, as well as permitting and other requirements. Such proposals must adhere to the requirements specified below.

## A. CEQA Compliance Information

CEQA requires public agencies to identify the significant environmental impacts of

<sup>&</sup>lt;sup>15</sup> Additional information can be found in the Land-Use Controls section of the California Department of Housing and Community Development's Building Blocks Comprehensive Housing-Element Guide: <a href="https://www.hcd.ca.gov/community-development/building-blocks/constraints/land-use-controls.shtml">https://www.hcd.ca.gov/community-development/building-blocks/constraints/land-use-controls.shtml</a>
<sup>16</sup> Additional information about Senate Bill 330, including a list of local governments subject to its requirements, can be found at: <a href="https://www.hcd.ca.gov/community-development/accountability-enforcement/statutory-determinations.shtml">https://www.hcd.ca.gov/community-development/accountability-enforcement/statutory-determinations.shtml</a>

their actions and to avoid or mitigate them, if feasible. Under CEQA, an activity that may cause either a direct or reasonably foreseeable indirect physical change in the environment is generally considered a project. An activity funded by a grant may be considered a project under CEQA if it will cause a direct or reasonably foreseeable indirect physical change in the environment. Agencies must comply with CEQA before they approve a project. For projects which are exempt from CEQA, agencies may prepare a Notice of Exemption (an example is provided for reference).

Before Applicants submit a proposal, Applicants must be certain that the project will be able to satisfy any and all CEQA requirements before grant execution can take place. Grant execution is required to take place on or before May 14, 2021. Applicants must complete a CEQA Worksheet (Attachment 1 of this appendix) for each proposed infrastructure installation. CARB must ensure that the appropriate level of environmental review under CEQA has been completed prior to grant approval/execution. Thus, no grant can be approved/executed until the lead agency has determined that the project is exempt from CEQA requirements or until the lead agency has satisfied all CEQA requirements if the project is not exempt from CEQA.

As part of their proposal, the Applicant shall provide a detailed description of all proposed projects, as well as information about whether the project will have any direct physical changes and reasonably foreseeable indirect changes to the surrounding environment. Because of CARB's role as a CEQA responsible agency (see number 4 in the list below), CARB needs detailed information from Applicants about the projects in order to properly evaluate each proposal under CEQA. In order to minimize or avoid adverse environmental impacts, CARB will only accept proposal for projects to be sited where similar infrastructure already exists (e.g., installing EVSE where electrical infrastructure already exists, installing a hydrogen refueling station at an existing fueling station or industrial facility, installing bike or pedestrian infrastructure along existing roadways).

Applicants must provide documentation from the lead agency showing the CEQA process has been completed. If no CEQA review is required by a local lead agency, provide documentation from the local lead agency explaining why not.

As explained in greater detail in Attachment 1 of this appendix, the Applicant must provide the following information as it pertains to each proposed project:

- 1. **Proposed Station/Facility Location:** The Applicant must provide the specific address or equivalent location information for the proposed station, equipment, or facility. This must include photographic images with both date and time stamps of all intended locations. If applicable, the images must show station ingress and egress.
- 2. **Permits:** The Applicant must identify the permits necessary for the project.
- 3. Project Impacts: The Applicant must describe the direct physical changes and

reasonably foreseeable indirect changes to the surrounding environment that may result from the project. Please see Section 4 in Attachment 1 of this appendix.

- 4. CEQA Lead Agency: The lead agency is the public agency that has the greatest responsibility for carrying out or approving a project and for preparing environmental review documents under CEQA. Where the award recipient is a public agency, the lead agency is typically the grantee. If there are multiple public agencies acting in concert for one project, then the agency which acts first on the project will normally be the lead agency. Where the award recipient is a private entity, the lead agency is the public agency that has the greatest responsibility for approving the project as a whole. When awarding grants, CARB is typically a Responsible Agency under CEQA, which means that it must make a CEQA finding based on review of the funded activities and any environmental documents created by the lead agency. The lead agency will be identified using the following process:
  - a. Where the proposed project would require a discretionary approval from another permitting agency, the Applicant must identify the CEQA lead agency in the proposal and include documentation demonstrating that contact has been made with the lead agency with jurisdiction over the project for purposes of complying with CEQA. The documentation may be in the form of a letter from the lead agency that is stamped as received by the local agency.
  - b. If CARB is the only agency with discretionary approval over the proposed project, then CARB will act as the lead agency and will work with the Applicant to satisfy CEQA requirements.

Regardless of which agency is the lead agency for a proposed project, the Applicant shall be responsible for all costs associated with preparation of environmental review documents. The Applicant may also be required to retain a consultant to perform environmental studies as appropriate. CARB *WILL NOT* reimburse any Applicant for these costs. The Applicant shall also be responsible for all costs associated with defending any legal challenge against the grant agreement or the environmental review documents prepared in support of entering into the grant agreement.

- 5. CEQA Compliance Where the Proposed Project Would Require Discretionary Approval from Another Permitting Agency (i.e., another permitting agency serves as the lead agency):
  - a. **Exempt Projects:** If the lead agency determines that the proposed project is exempt from CEQA or not a "project" for purposes of CEQA, then the Applicant must submit proof of such a determination (i.e. a resolution adopting the exemption when the lead agency approved the

project). In addition, the Applicant must submit a copy of a legally adequate, properly filed Notice of Exemption after the 35th day after the date of such filing, or proof that more than 180 days have elapsed since the agency's decision to carry out or approve the Applicant's project, to CARB prior to grant execution. Additionally, the Applicant must provide detailed information on why the project meets the applicable statutory or categorical exemption and why no exceptions to the categorical exemptions apply (see CEQA guidelines section 15300.2). The Applicant shall provide substantial evidence, as that term is defined under the CEQA Guidelines (see, CCR, Title 14, § 15384), that support the lead agency's exemption determination. For example, for a Class One Categorical Exemption (California Code of Regulations (CCR), Title 14 § 15301), the Applicant should provide documentation showing that the project is located at an existing facility that involves negligible or no expansion of an existing use.

- i. Ministerial or "Common Sense" Exemptions: If the lead agency exempts a proposed project under the "ministerial" or "common sense" exemptions (CCR, Title 14, § 15268 and § 15061, subd. (b)(3), respectively), the Applicant shall provide details on whether the project meet some other statutory or categorical exemption. For example, the Applicant should not simply state that a 100 percent renewable hydrogen project is exempt under the common sense exemption.
- b. Non-exempt Projects: For non-CEQA exempt projects, the Applicant must submit proof that all CEQA requirements have been satisfied, along with the appropriate CEQA documentation and lead agency approval documentation. The Applicant must provide CARB with a copy of the appropriate CEQA approval notice(s) to demonstrate that the project was properly approved under CEQA and that any statute of limitations for challenging the project approval and CEQA determination has run. If CARB will serve as the lead agency, the Applicant must satisfy the requirements in the section (6) below. If an Applicant fails to submit the required CEQA documentation as described above in a timely manner, CARB in its sole discretion may cancel the proposed grant and make a selection to the next highest scoring project, and so on, until an agreement is reached, or exercise its right, to not award a grant. CARB reserves the right, in its sole discretion, to cancel this solicitation, resolicit for a Grantee, or direct funding to another project in the Funding Plan.
- c. In accordance with CEQA requirements, CARB will review each proposal and consider the facts and circumstances of each proposed project (including the project's reasonably foreseeable direct and indirect impacts) before determining whether the lead agency's CEQA review

findings and documentation are adequate.

- 6. CEQA Compliance Where the Proposed Project Would Not Require Discretionary Approval from Another Permitting Agency: If CARB is the only agency with discretionary approval over the proposed project, then CARB will act as the lead agency and will work with the Applicant to satisfy CEQA requirements. The Applicant must provide CARB detailed information regarding the project description and why the project would qualify for any CEQA exemptions or why no exceptions would apply pursuant to CEQA Guidelines section 15300.2. In accordance with CEQA requirements, CARB will review each proposal and consider the facts and circumstances of each proposed project (including the project's reasonably foreseeable direct and indirect impacts) before determining the level of required environmental review. As noted above, the Applicant shall be responsible for all costs associated with preparation of environmental review documents. The Applicant may also be required to retain a consultant to perform environmental studies as appropriate. CARB will not reimburse any Applicant for these costs.
- 7. Other Relevant CEQA Information: The Applicant shall submit any other relevant CEQA documentation or information that will assist CARB in confirming CEQA compliance.

Within a proposal, the Applicant is encouraged to fully document efforts completed or underway to achieve CEQA compliance. This includes, but is not limited to, CEQA compliance documentation, completed or scheduled pre-application meetings with the local CEQA lead agency, or documentation of contact with the CEQA lead agency.

NOTE REGARDING ENCUMBRANCE DEADLINES AND DISCLAIMER: The funds under this solicitation have strict encumbrance deadlines. The lead agency (which may be CARB if no other local discretionary approval is required) must complete environmental review under CEQA and approve each grant prior to the applicable encumbrance deadline. Thus, if a project cannot complete CEQA review in time to meet the applicable encumbrance deadline, CARB reserves the right to cancel the proposed grant and recommend funding the next highest scoring project that can complete CEQA review in time to meet the encumbrance deadline, regardless of the Applicant's diligence in submitting CEQA information and materials. Further, CARB is not liable for any costs incurred during environmental review or as a result of canceling the proposed grant.

#### **B. PERMITTING**

The Applicant must include information in their narrative that describes their plans to obtain permits for each proposed infrastructure installation. The Governor's Office of Business and Economic Development is available to provide permitting assistance. Contact information is available below:

Mr. Tyson Eckerle Phone: (916) 322-0563

Email: tyson.eckerle@gobiz.ca.gov

#### C. EXAMPLE NOTICE OF EXEMPTION

(Sample NOE-Redactions have been made to certain project specific information)

#### NOTICE OF EXEMPTION

To: County Clerks Counties of From: XXXX

XXXX

Project Title: XXXX and Data Collection Project

**Project Location:** The following locations have been identified at existing facilities in California for participation in this proposed technology demonstration project: 1) XXXXXX Chino, CA 91708, Riverside County; 2) XXXXXXXXXX Fontana, CA 92335, San Bernardino County; 3) XXXXXXX La Mirada, CA 90638, Los Angeles County; 4) XXXXXX Ontario, CA 91761, San Bernardino County; and 5) XXXXXX Placentia, CA 92806, Orange County.

Description of Nature, Purpose, and Beneficiaries of Project: The XXXXXX has partnered with an original equipment manufacturer (OEM) to test and deploy heavy duty battery electric vehicles (HDBEV) and zero emission on-road and off-road equipment, and install onsite energy efficiency measures at five warehouse or freight facilities. The project is expected to include the following activities at the five facilities:

XXX, Chino: 1) Test and deploy four Volvo heavy duty battery electric vehicles (HDBEVs), two battery electric vehicle (BEV) yard tractors, and 10 BEV forklifts; and 2) install one megawatt (MW) of solar panels, one 150 kilowatt (kW) charger, two 50 kW chargers, 12 Level 2 chargers for equipment, and one new transformer and electrical conduit and conduct minor trenching and restoration of any disturbed surface as necessary.

XXX, Fontana: 1) Test and deploy seven commercial Class 8 HDBEVs for rental; and 2) install one 150 kW charger, two 50 kw chargers, one 80 kw mobile charger, and one new transformer and electrical conduit and conduct minor trenching and restoration of any disturbed surface as necessary.

XXX, La Mirada: 1) Test and deploy one Volvo HDBEV (pilot), eight commercial Class 8 HDBEVs for rental, and one Class 3 BEVs; and 2) install one 150 kw charger, four 50 kW chargers, two 80 kW mobile chargers, five Level 2 workplace chargers, and one new transformer and electrical conduit and conduct minor trenching and restoration of any disturbed surface as necessary.

XXX, Ontario: 1) Test and deploy three Volvo Class 8 HDBEVs, two BEV yard tractors, and 14 BEV Forklifts; and 2) install 0.9MW of solar panels, one 150 kW charger, two 50 kW chargers, 16 Level 2 chargers for equipment, 10 Level 2

#### NOTICE OF EXEMPTION

workplace chargers, and one new transformer and electrical conduit and conduct minor trenching and restoration of any disturbed surface as necessary.

XXX, Placentia: Install two 150 kW chargers and one new transformer and electrical conduit and conduct minor trenching and restoration of any disturbed surface as necessary.

The locations affected by the proposed project are at existing facilities located in industrial and commercial areas, which have already been graded, disturbed, paved, and have existing structures. The HDBEV and zero emission on-road and off-road equipment will replace service currently provided by diesel powered equipment. Installation and deployment of the charging infrastructure would require limited alteration activities such as minor trenching for electrical conduit, delivery and placement of prefabricated electric vehicle (EV) charging equipment, and minor paving and concrete activities to restore the disturbed surfaces and installation of solar panels will occur on top of existing facilities. Additionally, onboard data collectors will collect data (vehicle miles travelled, hours of operation, battery performance, etc.) on each truck and equipment. The information collected through the project will measure performance and provide data to help further research into electric vehicles and supporting infrastructure.

Public Agency Approving Project: Agency Carrying Out Project: XXXXX XXXX

## **Exempt Status:**

CEQA Guidelines Section 15061(b)(3) – Activities Covered by General Rule

CEQA Guidelines Section 15301(a) – Existing Facilities

CEQA Guidelines Section 15303(d) – New Construction or Conversion of Small Structures

CEQA Guidelines Section 15304(f) - Minor Alterations to Land

CEQA Guidelines Section 15306 – Information Collection

Reasons why project is exempt: XXXXX staff has reviewed the proposed project pursuant to: 1) CEQA Guidelines Section 15002(k) - General Concepts, the threestep process for deciding which document to prepare for a project subject to CEQA; and 2) CEQA Guidelines Section 15061 - Review for Exemption, procedures for determining if a project is exempt from CEQA. In addition, XXXXX staff contacted planning staff at each planning department with jurisdiction over the EV Charging sites and each treat these installations as ministerial (e.g., exempt from CEQA review). XXXXXX staff has determined that it can be seen with certainty that there is no possibility that the proposed project to develop and demonstrate zero emission heavy-duty trucks, freight handling equipment, EV infrastructure and renewable energy may have a significant adverse effect on the environment. Therefore, the project is considered to be exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3) – Activities Covered by General Rule. The project is also considered to be categorically exempt from CEQA pursuant to CEQA Guidelines Section 15301(a) – Existing Facilities, because the proposed project involves only minor physical modifications or alterations to existing facilities involving electrical

#### NOTICE OF EXEMPTION

conveyances. Further, because implementation of the project may also involve improvements to electrical extensions and installation of solar panels on top of existing facilities requiring new construction or the conversion of small structures, the project is also considered to be categorically exempt from CEQA pursuant to CEQA Guidelines Section 15303(d) - New Construction or Conversion of Small Structures. Similarly, because the project may involve minor trenching and backfilling where the surface will be restored, as well as solar panel installation on top of existing facilities, the project is also considered to be categorically exempt from CEQA pursuant to CEQA Guidelines Section 15304(f) - Minor Alterations to Land. Finally, because the overarching purpose of the project is to conduct research for the purpose of collecting data on the use of electric vehicles and EV charging units, the project is also considered to be categorically exempt from CEQA pursuant to CEQA Guidelines Section 15306 - Information Collection. Further, XXXXX staff has determined that there is no substantial evidence indicating that any of the exceptions to the categorical exemptions apply to the proposed project pursuant to CEQA Guidelines Section 15300.2 - Exceptions. Therefore, the proposed project is exempt from CEQA.

Date of Project Appro	val: XXXXXX Gover	ning Board Hea	ring: November XX, 2018;
CEQA Contact Person:	Phone Number:	Email:	Fax:
Rule Contact Person:	Phone Number:	Email:	Fax:
Date Received for Filing:	Signatu	re:	
<b>3</b>		XXXXXXX, CI	EQA Section

#### ATTACHMENT 1: CEQA WORKSHEET

This attachment must be submitted for each proposed infrastructure installation as part of the payment request for infrastructure (e.g., infrastructure installation, electric vehicle supply equipment, bicycle storage units).

CEQA (Public Resources Code sections 21000 et seq.) requires public agencies to identify the significant environmental impacts of their actions and to avoid or mitigate them, if feasible.<sup>17</sup> Under CEQA, an activity that may cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment is called a "project" (Public Resources Code section 21065). Agency compliance with CEQA may include preparing a Notice of Exemption or conducting an Initial Study and preparing a Negative Declaration, a Mitigated Negative Declaration, or, if there are significant impacts, an Environmental Impact Report.

The Lead Agency is the public agency that has the greatest responsibility for preparing environmental documents under CEQA, and for carrying out, supervising, or approving a project. Where the Applicant is a public agency, the Lead Agency is typically the Applicant. Where the Applicant is a private entity, the Lead Agency is the public agency that has greatest responsibility for supervising or approving the project as a whole. When issuing contracts, grants, or loans, CARB is typically a "Responsible Agency" under CEQA, which means that it may make its own CEQA findings based on review of the Lead Agency's environmental documents. If CARB is the only public agency with responsibility for approving the project, then CARB may act as the Lead Agency and prepare its own environmental documents (based on analysis provided by the applicant).

This worksheet will help CARB determine what kind of CEQA review, if any, is necessary, and which agency will be performing that review as a Lead Agency. CARB will not select any projects nor execute any grants until it determines that an Applicant has adequately satisfied all applicable CEQA requirements.

See the following page for the worksheet. Make copies as necessary to submit with the proposal.

Please answer all questions in the worksheet below as completely as possible. CARB may request additional information in order to clarify responses provided on this worksheet.

<sup>&</sup>lt;sup>17</sup> For additional information on CEQA and its requirements, please visit <a href="http://opr.ca.gov/cega/">http://opr.ca.gov/cega/</a>.

<sup>&</sup>lt;sup>18</sup> 14 CCR sections 15050, 15051. The Lead Agency typically has general governmental powers (such as a city or county), rather than a single or limited purpose (such as an air pollution control district).

- 1. Please provide a detailed summary below of the proposed project and project location (use additional sheets if necessary):
- 2. What are the physical aspects of the project? (Check all that apply and provide brief description of work, including any size or dimensions of the project.) Additionally, provide site layout figure(s) showing locations of new or modified infrastructure, trenching, grading, paving, etc. Such figure(s) need not be engineering-grade; they simply should show the locations of the anticipated project components at the site. (Attach additional sheets as necessary.)

Project Aspect	Yes	No	Description of Project Aspect
Ground disturbance (including grading, paving, trenching, etc.) Provide length and depth, and describe whether the area(s) to be disturbed are previously disturbed.			
New or replaced pipelines			
Construction of underground facilities (including tanks)			
Modification or conversion of a facility, or construction of new or modified structures			
New or modified operation of a facility or equipment			
On-road demonstration			
EV infrastructure (how many, what kind, approximate dimensions)			
Alternative gas station (how many, what kind, approximate dimensions)			
Electrical infrastructure			
Solar component (extent of and general location at project site)			
Paper study (including analyses on economics, feedstock availability, workforce availability, etc.)			
Laboratory research			

	Project Aspect		Yes	No	D	escription of Project Aspect
	Temporary or mobile structures (skid-mounted)					
	Design/Planning					
	Other (describe and add pages as necessary)					
3.	Where is the project locate where on the referenced p located by providing site la infrastructure, trenching, g engineering-grade; they si project components at the	erty ac it figu ng, pa y shou	ddress re(s) sl aving, ıld sho	the proj nowing l etc. Sucl w the lo	lect components will be ocations of new or modified on figure(s) need not be cations of the anticipated	
	Address (	Coun	ity	Тур	e of Wo	rk to Be Completed at Site
4.	Will the project potentially review? (Check a box and please provide a complete reasonably foreseeable incomplete from the project. Please pradditional information on second	expl des direc rovic	ain the scriptic t char de as r	e answon of a nges to much o	ver for each ony direct on the envioletail as	ach question. Additionally, t physical changes and vironment that may result possible. You may provide
	Question		Yes	No	Don't Know	Explanation
	Is the project site environmentally sensitive?					
	Is the project site on agricultural land?					
	Is the land on which the project would be built previously disturbed? Pleas	e				
	previously disturbed: Tleas provide detail on how the land is previously disturbed, i.e., whether it is paved and/or graded.					

	Questio	n		Yes	No	Know		Explanation
	Is there public cont about the propose larger project?							
	Will historic resources or historic buildings be impacted by the project?							
	Is the project located on a site the Department of Toxic Substances Control and the Secretary of the Environmental Protection have identified as being affected by hazardous wastes or cleanup problems?							
	Will the project generate noise or odors in excess of permitted levels?							
	Will the project increase traffic at the site and by what amount?  Is the project expected to result in environmental impacts to any other resource area (e.g., air quality, aesthetics, water quality)?  (Add pages as necessary.)							
5.	Will the project rebelow?	quire	discre	tiona	ry pern	nits or de	etern	ninations, as listed
	Type of Permit	No	Modi	fied	New	Approvi Agend	_	Reason for Permit, Summary of Process, and Anticipated Date of Issuance
	Air Quality Permit			]				
	Water Quality Permit			]				
	Conditional Use Permit or Variance			]				
	Building Expansion Permit			]				

Type of Permit	No	Modified	New	Approving Agency	Summary of Anticipat	for Permit, f Process, and ed Date of Jance
Hazardous Waste Permit						
Rezoning						
Authority to Construct						
Other Permits (List types)						
Of the agencies list agency who will be agency worksheet. (For "Notice of Determination, or letter agency worksheet.)	e the e nam y no c th the n age to abo Notice ated I nation	lead CEQA  le and conta  contact has be lead agency  ncy with dis ve), has the e of Exempt Negative De n) under CE e the followire broject," the	ct informeen made of the control of	mation for t mation for t ade and/or a agency pre itial Study/N on, Environi the propos	he lead agency a proposed pro al authority over pared environe legative mental Impact led project?	cess for  the mental Report,
Type of Environmental Review	() do	Title of vironmental Document Attach the ocument to this form.)	Clea	State aringhouse Jumber	Completion Date	Planned Completion Date ( <u>must be before</u> <u>approval of grant</u> )
"Not a project"  Email Letter Resolution Other:			N/A			N/A

Type of Environmental Review	Title of Environmental Document (Attach the document to this form.)	State Clearinghouse Number	Completion Date	Planned Completion Date ( <u>must be before</u> <u>approval of grant</u> )
Exempt (Resolution of public agency or Agenda Item approving Exemption)		N/A		N/A
Exempt (Notice of Exemption)		N/A		
Initial Study				
Negative Declaration				
Mitigated Negative Declaration				
Notice of Preparation				
Environmental Impact Report				
Master Environmental Impact Report				
Notice of Determination				
National Environmental Policy Act (NEPA) Document (Environmental Assessment, Finding of No Significant Impact, and/or Environmental Impact Statement)				

☐ <b>No</b> . Explain why no document has been prepared. Propose a process for	
obtaining lead agency approval and estimated date for that approval (must occ	<u>cur</u>
before CARB will approve the grant).	

Certification: I certify to the best of my knowledge that the information contained in this worksheet is true and complete. I further certify that I am authorized to complete and sign this form on behalf of the proposing organization.

Name:
Title:
Signature:
Phone Number:
Email:
Date:

## APPENDIX F: PROPOSAL GUIDANCE

CARB has a variety of resources that can help STEP Applicants develop projects and proposals equitably and effectively. All resources can be found on the <u>STEP Moving California webpage</u>.

Workforce Development Guidance: Includes example activities and recommendations for workforce development activities identified within the proposal <a href="https://ww3.arb.ca.gov/msprog/step/step">https://ww3.arb.ca.gov/msprog/step/step</a> workforce development guidance.pdf

**Displacement and Housing Guidance:** Includes example activities and recommendations for displacement activities; Information and resources about example pro-affordable housing policies, plans, and processes with which STEP-funded projects should coordinate

https://ww3.arb.ca.gov/msprog/step/step\_displacement\_and\_housing\_guidance.pdf

**Community Inclusion Guidance:** Includes recommended activities, best practices, and other resources for engaging community residents in project development and implementation

https://ww3.arb.ca.gov/msprog/step/step\_community\_inclusion\_guidance.pdf

**Quantification Methodology:** Includes methods the STEP Benefits Calculator uses to quantify GHG emission reductions and selected co-benefits <a href="https://ww3.arb.ca.gov/cc/capandtrade/auctionproceeds/carb">https://ww3.arb.ca.gov/cc/capandtrade/auctionproceeds/carb</a> step qm final 060120. pdf

Climate Adaptation and Resiliency Guidance: Includes recommendations, example projects, and resources to support consideration of climate adaptation and resiliency in STEP-funded projects

https://ww3.arb.ca.gov/msprog/step/step\_climate\_adaptation\_and\_resiliency\_guidance.pdf

**Guiding Legislation:** Includes descriptions of the State legislation that informs STEP implementation

https://ww3.arb.ca.gov/msprog/step/step\_guiding\_legislation.pdf

# APPENDIX G: RESOURCE CONTRIBUTION ELIGIBILITY

**Resource contributions**<sup>1</sup> are assets contributed to the projects to support their quality, breadth, and longevity through their **project lifetimes**.<sup>1</sup> Resource contributions do not need to be monetary (i.e., cash match), but Applicants are required to estimate the monetary value of all resource contributions.

Applicants must demonstrate that they are committed to supporting STEP-funded projects with resource contributions. The proposed budget must identify resource contributions that add up to at least 20 percent of the value of the funds requested in the proposal. Resource contributions may be used to cover project costs or direct grant implementation costs.

Resource contributions must be identified and documented in as much detail as possible. The minimum dollar value and source of each resource contribution must be identified in both the proposed budget and documented in attachments. See examples of eligible resource contribution documentation attachments in the table below.

Resource contributions identified and documented in the proposal will be included in the grant agreement for selected funding recipients. Grantees will be required to fulfill these identified resource contribution commitments.

#### STACKING FUNDS

Stacking funds is using multiple sources of funding (e.g., STEP funds and other resource contributions) to fund a single project or proposal. Resource contributions must meet the following requirements:

- At least half of the resource contribution requirement (i.e. at least 10 percent of the value of the requested STEP funds) must be met through use of non-California Climate Investments funds.
- STEP funds used for vehicle purchases may not be stacked with HVIP funds also used for vehicle purchases.
- Resource contributions may not be combined with STEP funds to exceed an item's purchase price.

#### TYPES OF RESOURCE CONTRIBUTIONS

The table below includes a list of eligible resource contributions and examples of the types of documentation that must be submitted with the proposal to support the resource contribution claim. CARB may choose not to consider resource contributions with documentation that does not include specific dollar amounts. Documentation

<sup>&</sup>lt;sup>1</sup> See definition in Appendix A.

must show that each resource contribution has already been committed to the project(s) or that each resource contribution will be available by the time it is needed during grant implementation.

If a third party proposes to provide a resource contribution that will be used to meet the 20 percent resource contribution requirement, the proposal must include a letter from that third party stating the source of the resource contribution and that they are committed to providing the specific dollar value identified.

The proposal may identify resource contributions that are not listed in the table below. CARB maintains the discretion to allow or disallow additional types of resource contributions.

Table G-1: Types of Resource Contributions and Documentation

Table G-1: Types of Resource Contributions and Documentation				
Type of Resource Contribution	Type of Documentation			
Contributions of staff or labor (including volunteer labor) from Community Partners, such as community groups and community-based organizations, and other partners (partnerships that are not part of the core Applicant team)	<ul> <li>Descriptions of involvement or benefit to project</li> <li>Letters of support</li> <li>MOUs</li> </ul>			
Data collection and coordination with project- related, non-CARB-funded research initiatives	<ul> <li>Data sharing agreements</li> <li>MOUs</li> <li>Research contracts or grants</li> <li>Research product deliverables</li> </ul>			
Project-related labor costs and in-kind labor contributions during the grant term that are not reimbursed or paid for by STEP. Examples include, but are not limited to:  • Executive leadership, involvement, or buy-in • Infrastructure permitting and construction • No-cost labor • Operations • Outreach and marketing • Partnership development and planning • Program management, involvement, or buy-in • Quality control, quality assurance, oversight, and accountability • Workforce training and development	<ul> <li>Budgets</li> <li>Letters of support</li> <li>Task descriptions or duty statements</li> </ul>			
Project-related materials or assets and in-kind	Budgets			
contributions already owned by project participants, or purchased for or donated to the project, <sup>2</sup> that will	<ul><li>Contracts</li><li>Grant agreements</li></ul>			

<sup>&</sup>lt;sup>2</sup> Can be from other publicly-funded projects.

Type of Resource Contribution	Ту	pe of Documentation
be used during the grant term. Examples include,	•	Invoices
but are not limited to:	•	Letters of support
Community engagement, outreach, and	•	Work plans
education expenses, including but not limited		
to:		
<ul> <li>Advertising</li> </ul>		
<ul> <li>Broadcast media</li> </ul>		
<ul> <li>Childcare for event participants</li> </ul>		
<ul> <li>Community meetings and outreach</li> </ul>		
events		
<ul> <li>Incentives for participation of residents</li> </ul>		
in community engagement activities		
<ul> <li>Food for events</li> </ul>		
Newsletters		
<ul> <li>Printing and mailing</li> </ul>		
Reporting		
<ul><li>Travel expenses</li><li>Websites</li></ul>		
Event venues     Traval evenues		
Travel expenses     Walk platforms and a frame		
Web platforms and software  Table 1 in the state of		D 1 1
Technology, equipment, and in-kind contributions	•	Purchase documentation
already owned by project participants, purchased or borrowed for, or donated to the project <sup>3</sup> that will be		Permits
used during the Grant Term. May include	•	Invoices
construction and installation. Examples include:		
ADA retrofits		
Bicycle parking		
EVSE infrastructure		
Hydrogen fueling stations		
<ul> <li>Necessary and appropriate workplace and</li> </ul>		
safety equipment		
Vehicle insurance		
Vehicle tracking     Vehicles and esseciated hardware acquisition		
Vehicles and associated hardware acquisition		
Web platforms and software  The army of find a set of wines the great to great.		D. L.
Energy or fuel costs during the grant term:1	•	Budgets
electricity or hydrogen	•	Energy bills
	•	Letters of support
Donated land for infrastructure (must only account	•	Letters of support
for a maximum of 25 percent of the total resource	•	Permits
contribution)		

 $<sup>^{3}</sup>$  Can be from other publicly-funded projects.

Type of Resource Contribution	Type of Documentation
Low Carbon Fuel Standard revenue	<ul> <li>Proof that the revenue is being used for STEP- funded projects</li> </ul>
Lost parking meter revenue at on-street charging stations for shared-user vehicles	<ul><li>Budgets</li><li>Letters of support</li></ul>
Cash from other funding sources, which includes other agency grants and foundation awards <sup>4</sup>	<ul><li>Award announcements</li><li>Letters of support</li></ul>
Project costs <b>after the end of the grant term</b> that maintain the project through the project's lifetime. See all of the above for examples.	<ul><li>Contracts</li><li>MOUs</li><li>Sustainability plans</li></ul>
Committed funding for future projects that are eligible under STEP but that are not proposed to be funded by STEP. These projects must be within and benefit the STEP Community and contribute to the community's vision and STEP's objectives.	<ul><li>Award announcements</li><li>Contracts</li><li>MOUs</li></ul>

<sup>&</sup>lt;sup>4</sup> May not be double-counted with other resource contributions. Cash from other sources may refer to funds that have not been allocated to a specific expense but that will be committed to the project.

# APPENDIX H: DATA COLLECTION REQUIREMENTS

Tables H-1 through H-9, below, list the types of data that CARB will require the Grantee to collect on STEP-funded projects. Additional data may be collected beyond what is presented below, and CARB may require additional data based on the type of projects proposed and selected for funding. CARB and the selected funding recipient will collaborate on finalizing the list of data to be collected. CARB must approve the final data collection plan.

Any data collected that contains personally identifiable information, such as the names, personal phone numbers, and home addresses of end users must be secured and protected in compliance with State and federal privacy laws. All information and data submitted to CARB is the property of CARB and will become a public record. As such, any information or data that contains personally identifiable information should be reported only in aggregate or with the personally identifiable information removed.

The Grantee shall obtain and report to CARB all trip information collected via telematics and surveys. When not obtained, an explanation must be provided. Where possible, data collected should be disaggregated by basic demographic data (e.g., gender, race/ethnicity, age, income).

In addition to data collection and monitoring, the Grantee will be required to provide analysis of the data, including a compilation and summary of the data for each quarterly report and for the final report.

#### I. VEHICLES AND CHARGING OR FUELING INFRASTRUCTURE

Basic vehicle data should be captured by data loggers. Data should be collected and reported in a standardized format (e.g., Mobility Data Specification from the Open Mobility Foundation).

## Table H-1: Example Data for Vehicles<sup>1</sup> and Associated Charging or Fueling Infrastructure

#### End User Experience

- i) List of unique identifiers (unique number or code) for all participants or users (including denied or removed participants) with census tract of residents and zip code and basic demographic information, if available
- ii) Number of users and their membership type (e.g., standard, community, trial)
- iii) Total number of withdrawn memberships and reason, if applicable and available
- iv) Total number of applicants approved, if applicable
- v) Total number of participants removed and reason, if applicable
- vi) Date of application, date of approval, and date of denial or removal
- vii) User survey data, including:
  - 1. Census tract of residence, zip code, and county and basic demographic information (e.g., gender, race/ethnicity, age, income, ADA needs)
  - 2. Transportation patterns, vehicle ownership, and average annual vehicle miles traveled (e.g., via personal vehicles, ride-hailing, carsharing) in last two years prior to participation in the project
  - 3. List of unmet transportation and mobility needs
  - 4. Purpose of using the service (e.g., work commute, grocery shopping, medical appointments, etc.)
  - 5. Baseline scenario (e.g., if not for the service, would the trip have been taken; if not for the service, what mode would have been used)
  - 6. User experience of the vehicle, service, or equipment (e.g., availability, power, capacity to meet travel needs or fleet operation demand, perceived safety, operations and maintenance challenges, service and parts availability, refueling experience, and any barriers)
  - 7. User experience of how the vehicle, service, or equipment increased their access to key destinations
  - 8. Waiting time for service
  - 9. Feedback from participants regarding effectiveness of outreach efforts and materials

## Vehicle and Charging or Fueling Equipment Specifications

- i) Vehicle specifications (e.g., type of vehicle, new or used, manufacturer, model, model year, gross vehicle weight rating, fuel type, EPA fuel economy, battery or fuel capacity (in kWh, gallons, kg), vehicle identification number (VIN), vehicle license plate number, class, serial number, etc.)
- ii) Full propulsion system specifications, including legible emissions control label photo (for vehicles)
- iii) Connectivity specifications (e.g., on-board modems, mobile apps that can provide trip summary or energy metrics)
- iv) Age and odometer reading for used vehicles

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<sup>&</sup>lt;sup>1</sup> See definition in Appendix A.

## Vehicle and Charging or Fueling Equipment Specifications

- v) Charging or fueling equipment specifications (e.g., manufacturer, model, model year, serial number, charger level, voltage output, amperage, etc.)
- vi) Purchase or lease date and cost
- vii) Registration date and date of next renewal (for vehicles)
- viii)Insurance information and date of next renewal (for vehicles)
- ix) First date of operation (for both vehicles and charging equipment)
- x) Site locations for charging or fueling equipment (street address or latitude and longitude)
- xi) Description of intended use of vehicle

## Vehicle Operation

- i) Number of trips taken in total, per vehicle, and per day
- ii) Description of typical daily use of vehicles
- iii) Number of riders reported for each vehicle trip
- iv) Vehicle usage (e.g., hours of operation per day, days of operation per year, GPS route data [must be able to distinguish between key off and key on but not moving], etc.)
- v) Origin and destination (data should be aggregated in such a way as to not reveal personally identifiable information) or route location
- vi) Miles traveled per trip, per day, and in total, including odometer readings
- vii) Average miles per kilowatt hour
- viii)Average speed per trip

#### Other

- i) Description of workforce and user training programs, if any, related to the use and maintenance of the zero-emission vehicles. Evaluate the effectiveness of such programs and the costs associated with them.
- ii) Collector and distribution vehicle data for charging electric scooters, bikes, and mopeds or replacing their batteries (e.g., vehicle specifications, vehicle miles traveled, trip purpose)
- iii) Energy or fuel consumption data
- iv) Maintenance and repair data, including insurance policy and warranty claims
- v) Service call data
- vi) Description of any accidents or incidents, including collisions and maintenance and fueling incidents
- vii) Operation and capital cost data
- viii)Cooperative Intelligent Transportation Systems (C-ITS) application
- ix) Description of any data exchange regarding the trip and service with State and local authorities such as cities as a voluntary effort or required by law

#### II. TRANSPORTATION SUBSIDIES

Table H-2: Example Data for Transportation Subsidies

#### **Subsidies**

- i) Description of service or vehicle subsidized
- ii) Number of subsidies provided
- iii) Value per subsidy
- iv) Description of method of subsidy distribution

## Recipients

- i) Number of recipients
- ii) List of unique identifiers (unique number or code) for all recipients with census tract of residents and zip code and basic demographic information, if available
- iii) Description of targeted audience of subsidies
- iv) Recipient survey data, including:
  - 1. Census tract of residence, zip code, and county and basic demographic information (e.g., gender, race/ethnicity, age, income, ADA needs)
  - 2. Transportation patterns, vehicle ownership, and average annual vehicle miles traveled (e.g., via personal vehicles, ride-hailing, carsharing) in last two years prior to participation in the project
  - 3. List of unmet transportation and mobility needs
  - 4. Purpose of using the service (e.g., work commute, grocery shopping, medical appointments, etc.)
  - 5. Baseline scenario (e.g., if not for the subsidy, would the trip have been taken; if not for the subsidy, what mode would have been used)
  - 6. Recipient experience of how the subsidy increased their access to key destinations
  - 7. Feedback from participants regarding effectiveness of outreach efforts and materials

#### III. FACILITY OR INFRASTRUCTURE IMPROVEMENTS

Data collection for facility or infrastructure improvements should focus on benefits realized due to project implementation.

## Table H-3: Example Data for Facility or Infrastructure Improvements

## Pedestrian, Bike, or Complete Streets Facilities or Infrastructure

- i) Location of facility or infrastructure
- ii) Number of users (e.g., bike and pedestrian counts)
- iii) User survey data, including:
  - 1. Census tract of residence, zip code, and county and basic demographic information (e.g., gender, race/ethnicity, age, income, ADA needs)

#### Pedestrian, Bike, or Complete Streets Facilities or Infrastructure

- 2. Transportation patterns, vehicle ownership, and average annual vehicle miles traveled (e.g., via personal vehicles, ride-hailing, carsharing) in last two years prior to participation in the project
- 3. List of unmet transportation and mobility needs
- 4. Purpose of using the facility (e.g., work commute, grocery shopping, medical appointments, etc.)
- 5. Baseline scenario (e.g., if not for the facility, would the trip have been taken; if not for the facility, what mode would have been used)
- 6. Feedback on user experience

## Fixed-route Transit System Improvements

- i) Location of transit stop(s) or route
- ii) Number of riders of improved transit system or route
- iii) Rider survey data, including:
  - 1. Census tract of residence, zip code, and county and basic demographic information (e.g., gender, race/ethnicity, age, income, ADA needs)
  - 2. Transportation patterns, vehicle ownership, and average annual vehicle miles traveled (e.g., via personal vehicles, ride-hailing, carsharing) in last two years prior to participation in the project
  - 3. List of unmet transportation and mobility needs
  - 4. Purpose of using the service (e.g., work commute, grocery shopping, medical appointments, etc.)
  - 5. Baseline scenario (e.g., if not for the service, would the trip have been taken; if not for the service, what mode would have been used)
  - 6. Feedback on user experience

## Renewable Energy Generation or Storage

- i) Monthly amount of renewable energy generated, stored, and utilized
- ii) Costs and savings from onsite energy generation, storage, and production

#### **Broadband Infrastructure**

- i) Number of users connected to the funded infrastructure
- ii) Average user bandwidth and speed
- iii) Monthly total data usage and throughput for the funded infrastructure
- iv) User survey data, including:
  - 1. Census tract of residence, zip code, and county and basic demographic information (e.g., gender, race/ethnicity, age, income, ADA needs)
  - 2. Transportation patterns, vehicle ownership, and average annual vehicle miles traveled (e.g., via personal vehicles, ride-hailing, carsharing) in last two years prior to participation in the project
  - 3. List of unmet transportation and mobility needs
  - 4. Purpose of using the broadband service

## **Broadband Infrastructure**

- 5. Baseline scenario (e.g., if not for the service, would the trip have been taken; if not for the service, what mode would have been used)
- 6. User experience of how the broadband service increased their access to key destinations or otherwise served to displace vehicle trips
- 7. Feedback on user experience

#### IV. PLANS AND PROGRAMS

## Table H-4: Example Data for Plans and Policies

## Plan or Policy

- i) Schedule of development and implementation
- ii) Copy of plan or policy once complete
- iii) Description of impacted or target audience
- iv) Outcomes of plan or policy, if applicable during grant term

## Table H-5: Example Data for Programs

## Program

- i) Schedule of development and implementation
- ii) Outcomes of program, if applicable during grant term

## **Participants**

- i) Number of participants
- ii) List of unique identifiers (unique number or code) for all participants with census tract of residents and zip code and basic demographic information, if available
- iii) Participant survey data, including:
  - 1. Census tract of residence, zip code, and county and basic demographic information (e.g., gender, race/ethnicity, age, income, ADA needs)
  - 2. List of unmet transportation needs
  - 3. Purpose of participating in the program
  - 4. Feedback on participant experience
  - 5. Feedback from participants regarding effectiveness of outreach efforts and materials

## V. COMMUNITY ENGAGEMENT, OUTREACH, AND EDUCATION

For all projects, the Grantee shall track and report information on community engagement, outreach, and education conducted to ensure that identified end users in the community have the knowledge necessary to use new transportation services or to participate in decision-making processes during project implementation.

## Table H-6: Example Data for Community Engagement, Outreach, and Education

#### Outreach

- i) Schedule of community engagement, outreach, and education conducted, materials used (including copies of any written documents or surveys used), and number of people contacted
- ii) Method of outreach (e.g., online, flyer, door-to-door notice, etc.)
- iii) Evaluation of outreach and engagement strategies deployed

#### **Events**

- i) Location, date, time of event
- ii) Type of event (e.g., workshop, in-person meeting, webinar, educational forum)
- iii) Approximate number of attendees
- iv) List of unique identifiers (unique number or code) for all participants with census tract of residents and zip code and basic demographic information, if available
- v) Number of speakers or other active participants
- vi) Title of event
- vii) A summary of key takeaways from the event
- iv) Participant survey data, including:
  - 1. Census tract of residence, zip code, and county and basic demographic information (e.g., gender, race/ethnicity, age, income, ADA needs)
  - 2. Purpose of participating in the event
  - 3. Feedback on participant experience
  - 4. Feedback from participants regarding effectiveness of outreach efforts and materials

## VI. LESSONS LEARNED

For all projects, the Grantee shall track and report information on lessons learned.

## Table H-7: Example Data for Lessons Learned

#### Lessons Learned

- i) Challenges that occurred during implementation and resolutions
- ii) Successes and best practices

#### VII. JOBS SUPPORTED

Once the grant agreement is executed, the Grantee shall submit the following information to estimate the jobs supported by STEP funds.

### Table H-8: Example Data for Modeled Jobs

### Modeled Jobs

- i) Top three funded project activities, by cost
- ii) Percent of total project budget associated with each of the top three project activities

The Grantee shall track and report information on employment outcomes from funded projects that provide jobs or job training, including the data in the table below.

### Table H-9: Example Data for Employment Outcomes

### **Employment Outcomes**

- iii) Job classifications or trades
- iv) Job training credentials
- v) Number of jobs provided (in full and for disadvantaged and low-income communities)
- vi) Total project work hours (in full and for disadvantaged and low-income communities)
- vii) Average hourly wage (in full and for disadvantaged and low-income communities)
- viii)Total number of workers that completed job training (in full and for disadvantaged and low-income communities)
- ix) Description of job quality (e.g., benefits provided such as health care and paid time off)
- x) Targeted hiring strategy

### VIII. PROJECT OUTCOMES

The Grantee shall track and report annual data on the outcomes of capital projects for the first three years after they are operational. Data required includes those listed in the table below.

### Table H-10: Example Data for Project Outcome Reporting

### Project Outcomes for Capital Projects

- i) Average daily ridership
- ii) Days of operation per year
- iii) Fuel or electricity use per year
- iv) Vehicle miles traveled per year



# Benefits Calculator for the Sustainable Transportation Equity Project

### California Climate Investments

### PUBLIC COMMENTS

Methodology until May 21, 2020. The Draft Benefits Calculator and Draft Quantification Methodology are subject to change pending stakeholder comments and the Final STEP Implementation Manual. The California Air Resources Board (CARB) is accepting public comments on this Draft Sustainable Transportation Equity Project (STEP) Benefits Calculator and supporting Draft STEP Quantification Comments on the Draft Benefits Calculator and Draft Quantification Methodology may be submitted via: GGRFProgram@arb.ca.gov

The Final STEP Benefits Calculator and Final STEP Quantification Methodology will be available on the California Climate Investments resources webpage at:

to://www.arb.ca.gov/cci-resources.

### ABOUT:

In an effort to enhance the analysis, provide greater transparency, and assist in project-level reporting, CARB has included an output tab in this Benefits Calculator for selected co-benefits and key variables. For the CARB STEP program, CARB staff developed this Draft STEP Benefits Calculator to estimate the greenhouse gas (GHG) emission reductions and selected co-benefits of each proposed project type.

This Draft Benefits Calculator estimates GHG emission reductions and air pollutant emission co-benefits using methods described in the supporting Draft STEP Quantification Methodology. Other co-benefits estimated in this and other benefits calculator tools use methods described in CARB's Co-benefit Assessment Methodologies. All CARB Co-benefit Assessment Methodologies are available at: ittp://www.arb.ca.gov/cci-cobenefits.

More information:

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Questions on this Benefits Calculator should be sent to:

Ouestions of this behalfs calculated should be sent to.

For more information on CARB's efforts to support implementation of California Climate Investments, see:

Questions pertaining to STEP or on receiving technical assistance should be sent to:

GGRFProgram@arb.ca.gov www.arb.ca.gov/auctionproceeds

step@arb.ca.gov



# Benefits California for the Sustainable Transportation Equity Project California Climate Investments

Step 1a: Select the Strategy and Project Type(s) Step 1b: Enter Project Information

Note: STEP Applicants must enter the applicable information in the table below before proceeding with project-specific data on the Inputs tab. Note: A step-by-step user guide, including a project example, for this Benefits Calculator is available here.

Total Funds (\$)										
Non- GGRF Leveraged	runds (⊅)									
Other GGRF Leveraged L	runds (⊅)									
STEP Funds Requested L	(A)									
Air Basin/ County										
Region										
Date Calculator Completed										
Project Strategy Project Lead Name Type Applicant Name										
Project Type										
Strategy										
Project Name		Pa	ge 3	83						



Step 2: Enter Project-specific information

Number of Vehicles in Final Year												
Number of Vehicles in Year 1												
Are Input Values for One-way Trips or Roundtrips?												
Primary Use of Service												
Vehicle Fuel Type												
Vehicle Model Year												
Vehicle Type												
Fiscal Year												
Year 1												
Project Type												
Project Strategy Project Name Type												
Project Name			ı	Page	384	1						

### op and Trade

Step 2: Enter Project-specific information (cont.)

Average Expected VMT per Vehicle in Final Year										
Average Expected VMT per Vehicle in Year 1										
Length of Average Passenger Trip on Fixed- route Transit										
Increase in Fixed route Transit Ridership Associated with the with the Project in										
Increase in Fixed route Transit Ridership Associated with the with the Project in Year 1										
Length of Average Vehicle Trip										
Average Number of Trips per Vehicle Expected in Final										
Average Number of Vehicle Trips per Vehicle Expected in Year 1										
Average Occupancy per Vehicle in Final Year										
Average Occupancy per Vehicle in Year 1		Pag	e 38	5						

### ond Trade of Work Work

## Benefits California for the Sustainable Transportation Equity Project California Climate Investments

Step 2: Enter Project-specific information (cont.)

Number of Key Destinations within ½ Mile													
Number of Key Destinations within ¼ Mile													
University Town with Population < 250,000?													
Average Daily Traffic (vehicle trips per day)													
One-Way Facility Length (mi.)													
New Bikeway Class													
Existing Bikeway Class													
Percent Renewable Electricity Purchased for Vehicle Charging													
Percent Renewable Electricity Installed for Vehicle Charging			1	Page	e 38	6							

### Cop and Trade Dollars at Work

## Benefits California for the Sustainable Transportation Equity Project California Climate Investments

Step 2: Enter Project-specific information (cont.)

Average Value of Each Subsidy Associated with Project (\$ per subsidy) 1												
Average Number of Subsidies Associated with Project (quantity per year)												
Average Fare Associated with Project (\$ per fare)												
Annual Number of Fares Associated with Project (quantity per year)			P	²age	: 381	7						



Step 3: Enter Project-specific Community Engagement information

oximate total What was the approximate total number of people who provided commentary or input o discuss the on the project through other opportunities (e.g., internet- or telephone-based input opportunities, separate meetings with specific stakeholders, community leaders, and organizations)?											
What was the approximate total attendance at the public events held by the Applicants to discuss the project proposal?											
Select Project Scale											
Project Name		Pæ	ge (	388							

### Cop and Trade Dollars at Work

### California Air Resources Board

Step 3: Enter Project-specific Community Engagement information (cont.)

Select "yes" if the following took place as part of the events and other opportunities identified in the previous entries. Select	Developed project features or project	alternatives collaboratively with the	community by one or more workshops or	other meetings in which the community	developed a project alternative or specific	component to address unmet community	needs, which was subsequently included in	the project's application for funding or final	design.									
other opportur	Reported	back to the	community	on how the	two inputs	above were	incorporated.											
of the events and other opport	Incorporated	proposals or	ideas from the	community	into project	alternatives or	components.											
wing took place as part c "	Solicitor batis	recorded written or	spoken input from the	community about	specific aspects of the	project or potential	project alternatives	before decisions on	those aspects and	alternatives were	finalized.							
Select "yes" if the follow	Informed the	community about	various aspects of the	project, including the	process by which	major decisions about	the project would be	made.	•ge	389								



Step 3: Enter Project-specific Community Engagement information (cont.)

Select "yes" if the following took place as part of the events and other opportunities identified in the previous entries. Select		oed What was the approximate total	st number of people who provided	s or commentary or input on the project		ives internet- or telephone-based input	<u>о</u>	ne specific stakeholders, community	ty by   leaders, and organizations)?	nity-		tion,	nity-		lg					
er opportuni	ke place.	Developed	project	<u>ச</u>		alternatives	collaboratively	with the	community by	a community-	based	organization,	community-	driven	steering					
as part of the events and othe	"no" if they did not take place.	Developed project features	or project alternatives	collaboratively with the	community by delegation of	authority to choose	between project	alternatives or components	to the community through a	steering committee,	organized voting process,	representative community-	based organization, or other	means.						
Select "yes" if the following took place		Developed project features or project	alternatives collaboratively with the	community by formal cooperation with a	community-based organization (i.e., via	a memorandum of understanding,	community benefits agreement, steering	committee, labor agreement, etc.) to	acquire or distribute funding, identify	© project alternatives or project	g components, or otherwise enhance	community engagement in project	design, planning and implementation.							

# Benefits California for the Sustainable Transportation Equity Project California Climate Investments

Step 3: Enter Project-specific Community Engagement information (cont.)

Considering all of the events and input opportunities as a whole, select "yes" if the following statements are true and "no" if they are false.	The events and input opportunities were hosted at varied and accessible times	and locations throughout the area	included both in person and online forms	of engagement.										
nities as a whole, select "yes' "no" if they are false.	Project proponents identified key	community leaders	engaged them	directly.										
events and input opportunities "no"	Solicited and recorded written or spoken input	from the community about	project or potential project	alternatives before decisions	on those aspects and alternatives were finalized.									
Considering all of the	The participants comprised a broadly	representative sample	potentially benefiting	from, or affected by,	the project.	Pag	e 39	1						

### Cap and Trade Dollars at Work

### California Air Resources Board

## Benefits California for the Sustainable Transportation Equity Project California Climate Investments

Step 3: Enter Project-specific Community Engagement information (cont.)

Considering all of the events and input opportunities as a whole, select "yes" if the following statements are true and "no" if they are false.	The project proponents, or those acting on their behalf, prepared and followed a community engagement plan that meets the minimum criteria	originally established by the Transformative Climate Communities Program (option is available for all project types).									
events and input opportunitie	The participation process was conducted or assisted	by a protessional tacilitator or public participation expert.									
Considering all of the	Events and written materials were	ottered in languages other than English.		,	200						



## Benefits California for the Sustainable Transportation Equity Project California Climate Investments

Step 4: Review the Estimated Benefits of the Proposed Project from Total GGRF Funds.

Net Passenger Auto VMT Reductions (miles)												
ROG Reductions (lbs)												
PM <sub>2.5</sub> Reductions (lbs)												
NO <sub>x</sub> Reductions (lbs)												
Diesel PM reductions (lbs)												
Net GHG Emission Reductions per Total GGRF Funds (MTCO <sub>2</sub> e/\$1000)												
Net GHG Emission Reductions (MTCO <sub>2</sub> e)												
Project Name	P	age	398	3								



## Benefits California for the Sustainable Transportation Equity Project California Climate Investments

Step 4: Review the Estimated Benefits of the Proposed Project from Total GGRF Funds (cont).

Community Engagement Level											
Net Fossil Fuel Use Reductions (GGE)											
Travel Cost Savings (\$)			Pa	ge 3	94						



## Benefits California for the Sustainable Transportation Equity Project California Climate Investments

Step 4: Review the Estimated Benefits of the Proposed Project from STEP Funds

Net Passenger Auto VMT Reductions (miles)												
ROG Reductions (lbs)												
PM <sub>2.5</sub> Reductions (lbs)												
NO <sub>x</sub> Reductions (lbs)												
Diesel PM reductions (lbs)												
Net GHG Emission Reductions per STEP Funds (MTCO <sub>2</sub> e/\$1000)												
Net GHG Emission Reductions (MTCO <sub>2</sub> e)												
Project Name		F	Pag€	39	5							



## Benefits California for the Sustainable Transportation Equity Project California Climate Investments

Step 4: Review the Estimated Benefits of the Proposed Project from STEP Funds (cont).

Community Engagement Level											
Net Fossil Fuel Use Reductions (GGE)											
Travel Cost Savings (\$)		F	• Page	396							



### Benefits Calculator for the Sustainable Transportation Equity Project

### California Climate Investments

PROJECT INFO TAB						
Project Name	Name of each quantifiable project within the proposal.	Required Input				
Strategy	Categories of projects that Applicants may employ in order to achieve their vision. For the purposes of the STEP Benefits Calculator, projects that are eligible for funding within STEP and for which there are methods to quantify GHG emission reductions fall into one of three strategies. Each strategy may be funded through specific project types. Strategies include Active Transportation, Fixed-route Transit, and Shared Mobility.	Required Input				
Project Type	For the purposes of the STEP Benefits Calculator, eligible projects fall into five project types that are eligible for STEP funding and for which there are methods to quantify GHG emission reductions. Each project type may be funded through specific strategies. Project types include New Bikeway Infrastructure, New Pedestrian Infrastructure, New or Expanded Service, System / Efficiency Improvements, and Subsidies.	Required Input				
Lead Applicant Name	Lead Applicant Name	Required Input				
Date Calculator Completed	Date Calculator Completed	Required Input				
Region	Options include: Air Basin or County.	Required Input				
Air Basin / County	Air basin or county in which the project is located.	Required Input				
STEP Funds Requested (\$)	Total funds awarded within STEP for the project.	Required Input				
Other GGRF Leveraged Funds (\$)	Total funds awarded by other GGRF programs for the project. Under the current program structure and to avoid double-counting, funds from other GGRF-funded programs will not capture the GHG emission reductions associated with these STEP projects.	Required Input				
Non-GGRF Leveraged Funds (\$)	Other funds leveraged outside of the GGRF programs.	Required Input				
Total Funds (\$)	Total funds used for the project.	Calculated				

	INPUTS TAB	
Year 1	First year of project	Required Input
Final Year	Final year of project. Year 1 plus the useful life of the project. Recommended useful life for any project component that will serve as the core project model is at least 4 years (per program requirements for years of service operation).	Required Input for Shared Mobility and Fixed-route Transit strategies
Vehicle Type	Vehicle type for new vehicle(s) procured for New or Expanded Service project type or existing vehicles in operation for System / Efficiency Improvements and Subsidies project types.	Required Input for Shared Mobility and Fixed-route Transit strategies
Vehicle Model Year	Model year of new vehicle(s) procured for New or Expanded Service project type or existing vehicles in operation for System / Efficiency Improvements and Subsidies project types. If the vehicle has a model year of 2026 or later, use the model year 2025.	Required Input for Transit Bus vehicle type in New or Expanded Service Project Type. Required Input for Sedan, SUV, Van, and Shuttle vehicle types.
Vehicle Fuel Type	Fuel type of new vehicle(s) procured for New or Expanded Service project type or existing vehicles in operation for System / Efficiency Improvements and Subsidies project types.	Required Input for Transit Bus vehicle type in New or Expanded Service Project Type. Required Input for Sedan, SUV, Van, and Shuttle vehicle types.
Primary Use of Service	Primary use of transportation service by passengers. Options include: Local Passenger Trip or Long-distance Passenger Trip.	Required Input for Shared Mobility and Fixed-route Transit strategies
Ride-hailing Service?	Does the project provide on-demand ride services where rides are arranged online to connect a passenger with drivers using their personal vehicles?	Required Input for Sedan, SUV, and Van vehicle types
Are Input Values for One-way Trips or Roundtrips?	Options include: One-Way Trip or Roundtrip. Inputs for each project component must be consistent in their assumptions of one-way or roundtrip values.	Required Input for Shared Mobility and Fixed-route Transit strategies
Number of Vehicles in Year 1	Number of vehicles expected in the first year of the project as a result of the project.	Required Input for New or Expanded Service project type in Fixed-route Transit strategy. Required Input for Shared Mobility strategy.
Number of Vehicles in Final Year	Number of vehicles expected in the final year of the project as a result of the project. If no change is expected from Year 1 to Final Year, this number should be the same as "Number of Vehicles in Year 1".	Required Input for New or Expanded Service project type in Fixed-route Transit strategy. Required Input for Shared Mobility strategy.
Average Occupancy per Vehicle in Year 1	Average number of riders in a single vehicle at any one time in the first year of the project as a result of the project. Defaults are 1 for Standard Bicycle, Electric Bicycle, Electric Moped and Electric Scooter vehicle types. Suggested value is 1.55 for Ride-hailing.	Required Input for Sedan, SUV, Van, and Shuttle vehicle types
Average Occupancy per Vehicle in Final Year	Average number of riders in a single vehicle at any one time in the final year of the project as a result of the project. Defaults are 1 for Standard Bicycle, Electric Bicycle, Electric Moped and Electric Scooter vehicle types. Suggested value is 1.55 for Ride-hailing.	Required Input for Sedan, SUV, Van, and Shuttle vehicle types
Average Number of Vehicle Trips per Vehicle Expected in Year 1	Average number of vehicle one-way trips or roundtrips for a single vehicle expected in the first year of the project as a result of the project. Inputs for each project component must be consistent in their assumptions of one-way or roundtrip values. Make sure the input is the number of vehicle trips, not passenger trips.	Required Input for Shared Mobility strategy
Average Number of Vehicle Trips per Vehicle Expected in Final Year	Average number of vehicle one-way trips or roundtrips for a single vehicle expected in the final year of the project as a result of the project. If no change is expected from Year 1 to Final Year, this number should be the same as "Average Number of Annual Vehicle Trips per Vehicle Expected in Year 1." Inputs for each project component must be consistent in their assumptions of one-way or roundtrip values. Make sure the input is the number of vehicle trips, not passenger trips.	Required Input for Shared Mobility strategy
Length of Average Vehicle Trip	Length of average vehicle one-way trip or roundtrip. Inputs for each project component must be consistent in their assumptions of one-way or roundtrip values. Ride-hailing must include deadhead miles. Suggested value for sedan and SUV is 8.5 mi one-way or 17 mi roundtrip. Suggested values for van and shuttle is 12 mi one-way or 24 mi roundtrip. Suggested values for bicycles and scooters are 1.5 mi and 1 mi, respectively. Make sure the input is the length of average vehicle trip, not passenger trip.	Required Input for Shared Mobility strategy
Increase in Fixed-route Transit Ridership Associated with the Project in Year 1	Annual increase in unlinked passenger trips on fixed-route transit in the first year of the project directly associated with the project.	Required Input for Fixed-route Transit strategy
Increase in Fixed-route Transit Ridership Associated with the Project in Final Year	Annual increase in unlinked passenger trips on fixed-route transit in the final year of the project directly associated with the project. If no change is expected from Year 1 to Final Year, this number should be the same as "Ridership on Fixed-route Transit in Year 1".	Required Input for Fixed-route Transit strategy
Length of Average Passenger Trip on Fixed-route Transit	Length of average passenger trip on fixed-route transit as a result of the project. For suggested values for public transit, refer to Appendix A in the STEP User Guide.	Required Input for Fixed-route Transit strategy
Average Expected VMT per Vehicle in Year 1	Average vehicle miles traveled for a single vehicle associated with the project expected in the first year of project, including miles traveled carrying passengers as well as all deadhead miles. Optional input for Shared Mobility strategy if this information is available and will result in a more precise output than calculations from the inputs above.	Required Input for New or Expanded Service project type in Fixed-route Transit Strategy. Optional Input for Shared Mobility strategy.
Average Expected VMT per Vehicle in Final Year	Average vehicle miles traveled for a single vehicle associated with the project in the final year of project, including miles traveled carrying passengers as well as all deadhead miles. If no change is expected from Year 1 to Final Year, this number should be the same as "Expected Total WMT in Year 1". Optional input for Shared Mobility strategy if this information is available and will result in a more precise output than calculations from the inputs above.	Required Input for New or Expanded Service project type in Fixed-route Transit strategy. Optional Input for Shared Mobility strategy.
Percent Renewable Electricity Installed for Vehicle Charging	Renewable electricity generated on-site from solar panels or other sources as a percent of total electricity consumption. Optional for projects with electric or plug-in hybrid vehicles.	Optional Input for Shared Mobility and for New or Expanded Service project type
installed for vehicle Charging	projects with electric or prog-in hybrid venicles.	in Fixed-route Transit strategy

Percent Renewable Electricity Purchased for Vehicle Charging	Additional renewable electricity purchased from the electricity provider as a percent of total electricity consumption. Optional for projects with electric or plug-in hybrid vehicles. This is in addition to the renewable electricity generated on standard grid.	Optional Input for Shared Mobility and for New or Expanded Service project type in Fixed-route Transit strategy
Existing Bikeway Class	Options include: Class II bike lane or None. If a Class III bikeway exists, select "None".	Required Input for New Bikeway Infrastructure project type in Active Transportation strategy
New Bikeway Class	Options include: Class I bike path, Class II bike lane, or Class IV cycle track.	Required Input for New Bikeway Infrastructure project type in Active Transportation strategy
One-Way Facility Length (miles)	One-way length of the new bike facility.	Required Input for Active Transportation strategy
Average Daily Traffic (vehicle trips per day)	Average two-way daily traffic volume on a road parallel to new facility.	Required Input for Active Transportation strategy
University Town with Population < 250,000?	Is the city in which the facility is located a university town with a population of less than 250,000? Yes or no.	Required Input for Active Transportation strategy
Number of Key Destinations within ¼ Mile	Number of key destinations that exist within ¼ mile of any part of the new bike facility. Examples of key destinations include: bank or post office, child care center, grocery store, medical center, office park, pharmacy.	Required Input for Active Transportation strategy
Number of Key Destinations within ½ Mile	Number of key destinations that exist within ½ mile of any part of the new bike facility. Examples of key destinations include: bank or post office, child care center, grocery store, medical center, office park, pharmacy.	Required Input for Active Transportation strategy
Annual Number of Fares Associated with Project (quantity per year)	Number of fares associated with the project annually (quantity per year). Inputs for each project component must be consistent in their assumptions of one-way or roundtrip values. Inputs for number of fares and fare value must be consistent in their definition of fare (e.g. fare per passenger trip, fare per vehicle trip, daily or monthly fare).	Required Input for New or Expanded Service and System / Efficiency Improvements project types in Fixed-route Transit and Shared Mobility strategies
Average Fare Associated with Project (\$ per fare)	Average value of each individual fare associated with the project (\$ per fare). Inputs for each project component must be consistent in their assumptions of one-way or roundtrip values. Inputs for number of fares and fare value must be consistent in their definition of fare (e.g. fare per passenger trip, fare per vehicle trip, daily or monthly fare).	Required Input for New or Expanded Service and System / Efficiency Improvements project types in Fixed-route Transit and Shared Mobility strategies
Annual Number of Subsidies Associated with Project (quantity per year)	Number of subsidies provided by the project annually (quantity per year). Inputs for number of subsidies and the value of each subsidy must be consistent in their definition of subsidy (e.g. subsidy per passenger trip, subsidy per vehicle trip, daily or monthly subsidy).	Required Input for Subsidies project type in Fixed-route Transit and Shared Mobility strategies
Average Value of Each Subsidy Associated with Project (\$ per subsidy)	Average value associated with each individual subsidy provided by the project (\$ per subsidy). Inputs for number of subsidies and the value of each subsidy must be consistent in their definition of subsidy (e.g. subsidy per passenger trip, subsidy per vehicle trip, daily or monthly subsidy).	Required Input for Subsidies project type in Fixed-route Transit and Shared Mobility strategies

	CO-BENEFITS						
	Passenger auto vehicle miles traveled displaced by new mobility service due to mode shift as a result of the project minus vehicle miles traveled in passenger autos from the new mobility service.	Calculated					
	Net changes in the quantity of fossil fuels used in terms of gasoline gallon equivalent due to conversion to an alternative energy or fuel source as a result of the project.	Calculated					
Travel Cost Savings (\$)	Changes in travel costs to the users due to mode shift as a result of the project.	Calculated					
Community Engagement Level	Evaluation of the quantity, quality, and equity of the community engagement conducted. Options are Low, Medium, and High.	Calculated					



### Benefits California for the Sustainable Transportation Equity Project California Climate Investments

documentation that is complete and sufficient to allow the calculations to be reviewed and replicated. Paper copies of supporting materials must Benefits Calculator, including supporting materials to verify the accuracy of project-specific inputs. Applicants are required to provide electronic Applicants must use this Benefits Calculator Tool to report the estimated GHG benefits and selected co-benefits associated with proposed projects. In addition to STEP application requirements, applicants for GGRF funding are required to document results from the use of this be available upon request by agency staff.

### **General Documentation**

The following checklist is provided as a guide to applicants; additional data and/or information may be necessary to support project-specific input assumptions.

	Documentation Description	Completed?
Page 399	Project description, including excerpts or specific references to the location of project information in the main STEP application that is necessary to complete the applicable portions of this Benefits Calculator.	
5.	Populated STEP Benefits Calculator Tool (this file) (in .xls) (ensure that all applicable fields in the GHG Summary and Co-benefits Summary tabs are populated).	
ဗ်	Any other information as necessary and appropriate to substantiate STEP Benefits Calculator inputs (see below for list of additional documentation).	



# Benefits California for the Sustainable Transportation Equity Project California Climate Investments

### **Project-Specific Documentation**

Some applicant-provided data may require additional documentation to substantiate the inputs. The expected documentation includes, but is not limited to, that described in the table below, organized by quantifiable project type.

	Quantifiable Project Type	Additional Documentation	Completed?
Page 400	New or Expanded Service	<ul> <li>Documentation to support annual ridership estimates directly associated with proposed project (from local transit agency or mobility service provider)</li> <li>Documentation to support VMT of new vehicles (from local transit agency or mobility service provider)</li> <li>Documentation of fares for new service (from local transit agency or mobility service provider)</li> <li>Documentation of renewable electricity used to charge new vehicles, if applicable</li> </ul>	
	System / Efficiency Improvements	<ul> <li>Documentation to support increase in annual ridership directly associated with proposed project (from local transit agency or mobility service provider)</li> <li>Documentation to support VMT of vehicles directly associated with the proposed project (from local transit agency or mobility service provider)</li> <li>Documentation of fares for improved service (from local transit agency or mobility service provider)</li> <li>Documentation of renewable electricity used to charge new vehicles, if applicable</li> </ul>	



<ul> <li>Documentation to support increase in annual ridership directly associated with proposed project (from local transit agency or mobility service provider)</li> <li>Documentation to support VMT of vehicles directly associated with the proposed project (from mobility service provider), if applicable</li> <li>Documentation of fares for new service (from local transit agency or mobility service provider)</li> <li>Documentation of renewable electricity used to charge new vehicles, if applicable</li> </ul>	<ul> <li>Documentation of the type, location, and length of the facility, including key destinations in 1/4 and 1/2 mile buffers around each facility</li> <li>Documentation of average daily traffic for the street parallel to each proposed bike facility</li> </ul>
Subsidies	New Bikeway Infrastructure or New Pedestrian Infrastructure

### APPENDIX J: DRAFT SAMPLE GRANT AGREEMENT

An actual Grant Agreement will align with a project's implementation plan, schedule, budget, and other details. Note, however, that much of the language in a Grant Agreement is not subject to change and not negotiable, including but not limited to the language in sections J. Oversight and Accountability, K. Project Records, and N. General Provisions.

**EXHIBIT A** 

### **GRANT PROVISIONS**

### A. AGREEMENT

This Grant is from the California Air Resources Board (hereinafter referred to as CARB or the Board) to \_\_\_\_\_\_ (hereinafter referred to as the Grantee).

The parties agree to comply with the requirements and conditions herein as well as all commitments identified in the Grantee Proposal Package (Exhibit C) and the Fiscal Year (FY) 2019-20 Grant Solicitation for the Sustainable Transportation Equity Project (STEP) (Exhibit D).

### B. GRANT ACKNOWLEDGEMENT

Where applicable, the Grantee agrees to acknowledge the California Climate Investments program and CARB as a funding source for STEP, as outlined in the California Climate Investments Messaging and Communications Guide. Below are specific requirements for acknowledgement.

The Grantee agrees to acknowledge the California Climate Investments program from CARB's Low Carbon Transportation program whenever projects funded, in whole or in part by this Agreement, are publicized in any news media, websites, brochures, publications, audiovisuals, or other types of promotional material. The acknowledgement must read as follows: 'This publication (or project) was supported by the "California Climate Investments" program.' Guidelines for the usage of the California Climate Investments logo can be found at <a href="http://www.caclimateinvestments.ca.gov/logo-graphics-request">http://www.caclimateinvestments.ca.gov/logo-graphics-request</a>.

The California Climate Investments logo and name serves to bring under a single brand the many investments whose funding comes from the Greenhouse Gas

<sup>&</sup>lt;sup>1</sup> California Climate Investments Communications Guide <a href="http://www.caclimateinvestments.ca.gov/logo-graphics-request">http://www.caclimateinvestments.ca.gov/logo-graphics-request</a>

Reduction Fund (GGRF). The logo represents a consolidated and coordinated initiative by the State to address climate change by reducing greenhouse gases, while also investing in disadvantaged communities and achieving many other co-benefits.



The Grantee agrees to acknowledge CARB as a funding source for STEP when publicized in any news media, websites, applications, brochures, publications, audiovisuals, or other types of promotional material. The Grantee agrees to adhere to the Board's logo usage requirements in a manner directed by CARB. CARB logos shall be provided to the Grantee by CARB Project Liaison.



The CARB logo is a visual representation of our air environment. The arcs represent: the different elements that make up the air we breathe, the protection of our atmosphere and the efforts we take to protect the health of Californians, the collaboration of multiple stakeholders all moving in the same direction together, and innovation with the arcs all growing and changing.



Finally, when preparing flyers, brochures, or other handout material that will be used to promote STEP as one of CARB's Low Carbon Transportation Investment projects, the Grantee will incorporate Moving California typeset and branding, as appropriate. Moving California is the branding of CARB's suite of Low Carbon Transportation Investment projects, including both light- and heavy-duty projects. The Moving California typeset is displayed below and branding materials will be provided by the CARB Project Liaison.

### C. GRANT SUMMARY AND AMENDMENTS

Project Title: STEP Authorized Official:

Title:

Total Grant Amount: \$

**Total Resource Contribution: \$** 

### D. GRANT PARTIES AND CONTACT INFORMATION

1. The CARB Project Liaison is Bree Swenson. Correspondence regarding this project shall be directed to:

Bree Swenson Sustainable Transportation and Communities Division California Air Resources Board 1001 | Street Sacramento, California 95814

Phone: (916) 440-8284

Email: <u>Breanna.Swenson@arb.ca.gov</u>

2.	The Grantee Liaison is be directed to:	Correspondence regarding this project shal
	Grantee Liaison Name: Title: Address: Phone: Email:	

3. If the CARB Project Liaison identified above changes, CARB will notify the Grantee Liaison of said change and provide the new contact information. If the Grantee Liaison identified above changes, the Grantee will notify the CARB Project Liaison of said change and provide the new contact information.

### E. TIME PERIOD

- 1. Performance of work or other expenses billable to CARB under this Grant may commence after full execution of this Grant by parties. Performance on this Grant ends once the Grantee has submitted and CARB approves the final report or if this Grant is terminated, whichever is earlier.
- 2. Upon completion of the project, the Grantee shall submit a draft final report to the CARB Project Liaison no later than **January 31, 2025**.
- 3. Final request for payment and Final Report shall be received by CARB no later than March 31, 2025.
- 4. The CARB Executive Officer retains the authority to terminate, or reduce the grant amount of, this Grant Agreement for nonperformance. In the event of such termination or reduction of the grant amount, Section G.7, Termination

and Suspension of Payments, of this Grant Agreement shall apply.

### F. DUTIES AND REQUIREMENTS

This section defines the respective duties and requirements of CARB and the Grantee in implementing STEP.

### 1. CARB's Role

CARB is responsible for the following:

- a. Participating in regular meetings with the Grantee to discuss program refinements and guide program implementation
- b. Reviewing and approving all Grant Disbursement Request Forms (MSCD/ISB-90) and distributing grant funds to the Grantee
- c. Reviewing and approving community engagement, outreach, and education materials provided by the Grantee, such as outreach and education materials, webpages, initial participant surveys, quarterly reports, and the final report
- d. Reviewing and approving the data collection plan
- e. Providing program oversight and accountability (in conjunction with the Grantee)

### 2. The Grantee's Tasks

At a minimum, the Grantee's program duties and requirements include, but are not limited to, the following tasks:

- a. The Grantee's key project personnel will participate in meetings with CARB staff. The Grantee may be asked to schedule additional meetings at the sole discretion of the CARB Project Liaison. Meetings may be conducted by phone if deemed appropriate by the CARB Project Liaison.
  - i. Initial Project Kick-off Meeting: The Grantee's key project personnel, in collaboration with CARB's Project Liaison, will plan, conduct, and attend an initial meeting with CARB staff following execution of the Grant Agreement. Topics for discussion may include, but not be limited to, the following:
    - 1. Project tasks, timelines, and milestones
    - 2. Project design and community engagement, outreach, and education

### activities

- 3. Content and format for quarterly reports and final reports
- 4. Schedule for ongoing coordination meetings
- 5. Participant surveys and reporting
- 6. Other items as necessary
- ii. Ongoing Project Coordination: Ongoing Grantee coordination and review meetings with the CARB Project Liaison to discuss project status held at least quarterly, as well as a final meeting, or conference call pending CARB Project Liaison approval, held at the conclusion of the project. Additional meetings may be scheduled at the discretion of the CARB Project Liaison. Meetings may be conducted by phone if deemed appropriate by the CARB Project Liaison. Project coordination and review meetings are the responsibility of the Grantee and should contain:
  - 1. Agenda for the meeting with conference call information provided prior to the meeting
  - 2. Discussion of project activities, deliverables, schedule, and milestones
  - 3. Discussion of any difficulties encountered since the last project update
  - 4. Concerns or questions requiring resolution from CARB
  - 5. Notification of any pending disbursement requests
  - 6. Scheduling the next project coordination meeting
- iii. Responses to CARB and public requests in a timely manner.
- iv. Coordination with other CARB projects (e.g., One Stop Shop, Clean Mobility Options Voucher Pilot) where appropriate and as requested by CARB.
- b. The Grantee will coordinate with all project partners, including Sub-grantees and Community Partners, following the decision-making structure and the governance, legal, and financial relationships set out in the Partnership Structure. This must include:
  - i. Regular communication with all Sub-grantees, such as check-ins to keep track of progress made and troubleshoot issues encountered. The

- Grantee is responsible for keeping CARB informed of progress on all projects, including those that are being led by one of the Sub-grantees.
- ii. Regular communication with all Community Partners in a mutually agreed-upon format to share progress and receive feedback on project implementation and design
- iii. Accessible public meetings to share progress and receive feedback on project implementation and design
- iv. Updates to Community Partners and other community stakeholders on how their feedback is being incorporated into the design and implementation of the project
- v. Incentivize participation of all project partners, including Community Partners, appropriately
- c. The Grantee will directly and actively engage community residents during project implementation to ensure that project design and implementation meet the needs of the residents. The Grantee must:
  - i. Use community engagement methods recommended in the Community Inclusion Guidance
  - ii. Develop and implement a process for community engagement that maximizes the power of community residents to make decisions about project design and implementation.
  - iii. Conduct community engagement activities that help maximize residents' ability to participate, such as translating meetings and materials and scheduling meetings at times that are convenient to community residents
  - iv. Focus on engaging hard-to-reach residents whose interests have historically been under-represented
  - v. Incentivize community residents appropriately for their time and expertise during their participation in community engagement activities
- d. The Grantee will conduct outreach and education with community residents to help ensure that identified end users in the community have the knowledge necessary to use new transportation services and to inform their participation in decision-making processes. The Grantee must:
  - i. Use outreach and education methods recommended in the Community Inclusion Guidance
  - ii. Conduct outreach and education activities that meet the needs of the

- residents, such as translating materials and creating events at times that are convenient to community residents
- iii. Educate community residents about other applicable CARB funding opportunities, including One Stop Shop and the clean vehicle ownership programs (e.g., CVRP, Clean Cars 4 All, CVAP), and supporting California Energy Commission funding opportunities (e.g., the California Electric Vehicle Infrastructure Project)
- e. Develop Policies and Procedures Manuals. Such documents and process flow charts should describe the Grantee's administrative actions for evaluating and processing project participants, tracking vehicle maintenance for all project vehicles, and data gathering and reporting for all aspects of the project. Examples include, but are not limited to:
  - i. Organizational charts
  - ii. Details on how key project processes are conducted and how associated documentation of data, signatures, and authorizations are gathered and recorded, including, but not limited to:
    - 1. Community engagement, outreach, and education
    - 2. Participant information, enrollment, and tracking
    - 3. Vehicle reservations, tracking, and maintenance
    - 4. Data collection and reporting
  - iii. Develop and maintain accounting procedures to track expenditures by:
    - 1. Grant Agreement number
    - 2. Fiscal year
    - 3. Funding source
  - iv. Provisions to protect against conflict of interest
  - v. Provisions to protect against fraud, and to identify, respond to, and report if fraud has occurred
  - vi. Provisions to protect personally identifiable information
- f. Establish and maintain records on, but not limited to, participants, vehicles,

Electric Vehicle Supply Equipment (EVSE), fuel, and maintenance as follows:

- Identify participant data that are confidential and develop measures to keep these data confidential. For example, residential addresses must be kept confidential.
- ii. Record the physical address and census tracts of each location that project vehicles are domiciled or operated within and each location EVSE is installed.
- iii. Develop a systematic process and schedule to back up database(s) on a daily basis at a minimum.
- iv. Develop and enforce security measures to safeguard project database(s).
- v. Store all records in a secured and safe storage facility that maintains confidentiality and provides fire and natural disaster protection.
- vi. Retain files during the term of the Grant Agreement plus three years after the grant term expires.
- vii. Transfer all project records to CARB once the project ends or three years after the grant term expires, whichever comes first.
- g. Fulfill any needed CEQA requirements.
- h. The Grantee will report on and assess progress throughout project implementation via participant and project metrics, Status Reports, and the Final Report, as follows:
  - i. The Grantee will develop plans for the collection of data and carry out those plans using appropriate metrics and tools. Metrics should include information about transportation modes used and trips taken by community residents before and after the project's implementation. CARB will coordinate with the Grantee to identify parameters and determine the most effective mechanism for obtaining information and measures to safeguard confidential individual information. At a minimum, participant metrics should be collected prior to launch of a new project, midway through a project, and at the end for Final Report reporting.
  - ii. For all projects, the Grantee will track and report metrics, such as, but not limited to, the information outlined in Appendix H of this Grant Solicitation. The Grantee must track and report this data at least quarterly.
  - iii. Participate in third-party research projects as requested by CARB.

- iv. Status Reports: The Grantee will submit numbered status reports accompanying grant disbursement requests to CARB at least quarterly, but may submit on a monthly basis if necessary to justify more frequent disbursements with prior approval from CARB. These reports must be approved by CARB and must contain at minimum, in either Microsoft Word or PDF as a single electronic file, the information outlined in Section I of this Grant Agreement.
- v. Final Report: The Grantee will provide a Draft Final Report within 90 days of project completion or by January 31, 2025, whichever comes first. Final reports will contain at minimum the information outlined in Section I of this Grant Agreement.
- i. The Grantee will implement the combination of projects defined in the Grantee's proposal. Any modifications to or additional design of projects will incorporate community decision-making. Project designs may include a combination of the projects described in Appendix E of the Grant Solicitation. For all of the projects identified in the Grantee's proposal, each project must:
  - Meet applicable State laws
  - ii. Meet STEP's objectives, including:
    - 1. Address a community-identified transportation need
    - 2. Support increasing access to key destinations
    - 3. Facilitate or achieve GHG emission reductions
  - iii. Meet all requirements specified in Appendix E of the Grant Solicitation
- j. The Grantee may add additional projects with the approval of CARB. Any additions will incorporate community decision-making. The Grantee must show that each project will:
  - Meet applicable State laws
  - ii. Meet STEP's objectives, including:
    - 1. Address a community-identified transportation need
    - 2. Support increasing access to key destinations
    - 3. Facilitate or achieve GHG emission reductions

- iii. Meet all requirements specified in Appendix E of the Grant Solicitation
- k. Meeting applicable requirements of statutes; applicable State law; the FY 2019-20 Funding Plan; the FY 2019-20 STEP Implementation Grant Solicitation; this Grant Agreement; and all Attachments, Exhibits, and Appendices to this Grant Agreement. The FY 2019-20 Funding Plan for Clean Transportation Incentives is available at: <a href="https://ww2.arb.ca.gov/sites/default/files/2019-09/fy1920fundingplan.pdf">https://ww2.arb.ca.gov/sites/default/files/2019-09/fy1920fundingplan.pdf</a>

### G. FISCAL ADMINISTRATION

### 1. Budget

- a. The maximum amount of this Grant is \$XX. Under no circumstance will CARB reimburse the Grantee for more than this amount. A formal Grant Agreement amendment is required whenever there is a change to the amount of this grant.
- b. The budget for this program is shown in Exhibit B, Attachment I. Grant Disbursement Requests (Form MSCD/ISB-90) for funds shall not exceed the grant amount.
- c. No grant funds may be used to purchase equipment or computers that would be required to be returned to the State at the completion of STEP.
- d. Under no circumstance will CARB reimburse a Grantee for vehicles or equipment that exceeds the purchase price.
- e. Line item shifts are not anticipated under this program. However, shifts of up to 10 percent of the grant total may be made over the life of the grant, subject to prior written approval from CARB. Line item shifts greater than 10 percent require a formal amendment to the grant. Line item shifts may be proposed by either CARB or the Grantee and must not increase or decrease the total grant amount. All line item shifts must be approved in writing by CARB within 10 business days of approval for inclusion in the grant folder. If the grant is formally amended, all line item shifts must be included in the amendment.
- f. Funds not liquidated by March 31, 2025 must be returned by **April 15**, **2025**. Expenditure of funds granted may not be reduced due to any loss incurred in an insured bank or investment account.

### 2. Pilot Project Eligible Costs

Draft allowable expenditures for costs associated with the grant are defined in Appendix E of the Grant Solicitation and subject to change pending the selected Grantee's proposal and work plan.

### 3. Resource Contributions

Resource contributions from the Grantee can be used to increase the number of vehicles or equipment funded or to increase the effectiveness and timeliness of other project elements, as directed by CARB. Resource contributions must meet the criteria specified in Appendix G of the Grant Solicitation and the additional following criteria:

- a. Documentation of resource contributions must be retained for a minimum of three years after the grant term has ended.
- b. Funds expended on resource contributions must be documented in the STEP Final Report to CARB.

Resource contributions are further defined in Appendix G of the Grant Solicitation.

### 4. Advance Payment

Consistent with the Legislature's direction to expeditiously disburse grants, CARB in its sole discretion may provide advance payments of grant awards in a timely manner to support program initiation and implementation with a focus on mitigating the constraints of modest reserves and potential cash flow problems.

Recognizing that appropriate safeguards are needed to ensure grant monies are used responsibly, CARB has developed the grant conditions described below to establish control procedures for advance payments. CARB may provide advance payments to Grantees of a grant program or project if CARB determines all of the following:

- a. The advance payments are necessary to meet the purposes of the grant project.
- b. The use of the advance funds is adequately regulated by grant or budgetary controls.
- c. The request for application or the request for proposals contains the terms and conditions under which an advance payment may be received consistent with this section.
- d. The Grantee is either a small air district or the Grantee meets all of the following criteria:
  - v. Has no outstanding financial audit findings related to any of the moneys

- eligible for advance payment and is in good standing with the Franchise Tax Board and Internal Revenue Service
- vi. Agrees to revert all unused moneys to CARB if they are not liquidated within the timeline specified in the Grant Agreement
- vii. Submits a spending plan to CARB for review prior to receiving the advance payment
- viii.The spending plan shall include project schedules, timelines, milestones, and the Grantee's fund balance for all State grant programs
- ix. CARB shall consider the available fund balance when determining the amount of the advance payment
- x. Reports to CARB any material changes to the spending plan within 30 days
- xi. Agrees to not provide advance payment to any other entity
- e. In the event of the nonperformance of the Grantee, CARB shall require the full recovery of the unspent moneys. A Grantee shall provide a money transfer confirmation within 45 days upon the receipt of a notice from CARB.
- f. The Grantee must complete and submit to CARB for review and approval an Advance Payment Request Form, along with each grant disbursement that is requesting advance payment. The Advance Payment Request Form shall be provided by CARB to the Grantee after the grant execution.
- g. CARB may provide an advance of the direct project costs of the grant, if the program has moderate reserves and potential cash flow issues. Advance payments will not exceed the Grantee's interim cash needs.
- h. The Grantee assumes legal and financial risk of the advance payment.
- i. The Grantee shall place funds advanced under this section in an interest-bearing account. The Grantee shall track interest accrued on the advance payment. Interest earned on the advance payment shall only be used for eligible grant-related expenses as outlined in the Grant Provisions, Exhibit A, or will be returned to CARB.
- j. The Grantee shall report to CARB the value of any unused balance of the advance payment and interest earned and submit quarterly fiscal accounting reports consistent with Section I (Reporting and Documenting Expenditure of State Funds) of this Grant Agreement.

k. The Grantee shall remit to CARB any unused portion of the advance payment and interest earned within 90 days following the end date of this Grant Agreement term or the reversion date of the appropriation.

### 5. Grant Disbursements

With each disbursement request, the Grantee must provide documentation as required in this section:

- a. Requests for payment shall be made with the Grant Disbursement Request Form (MSCD/ISB-90) and conform to the instructions identified in Sections G and I of this Grant Agreement. Grant payments shall be made only for reasonable costs incurred by the Grantee and only when the Grantee has submitted a Grant Disbursement Request Form; has completed milestones stipulated in Exhibit B, Attachment II; the requirements specified herein, including Section F, Section G, Section H, and Section I of this Grant Agreement have been accomplished; documentation of accomplishment has been provided to CARB in the form of the Status Report; and any associated deliverables (if applicable) have been provided to CARB. CARB will have sole discretion to accelerate the timeline for allowable disbursements of funds identified in Exhibit B, Attachment II (with the exception of the final disbursement of funds), necessary to assure the goals of the program are met.
- b. Grant payments are subject to CARB's approval of Status Reports and any accompanying deliverables (see Sections F, G, H and I of this Grant Agreement). A payment will not be made if the CARB Project Liaison deems that a milestone has not been accomplished or documented; that a deliverable meeting specifications has not been provided; that claimed expenses are not documented, not valid per the budget, or not reasonable; or that the Grantee has not met other terms of the grant.
- c. Requests for project funds in advance of performing the work or incurring the cost requires an Advance Payment Request Form (see Section G.5, Advance Payment) and a detailed list of the future work the Grantee intends to fund with the disbursement. The Grantee must demonstrate in a subsequent report that the advance has been expended appropriately by supplying documents required in Section G.6, Grant Disbursements. The recipient of a CARB advance payment cannot advance pay any other entity. No further advance shall be disbursed until the Grantee is fully compliant with all terms of the grant. Failure to comply shall require the Grantee to return all amounts of the inappropriate or unapproved expenditure to CARB within 45 calendar days of written notification.

- d. The Chief of the Sustainable Transportation and Communities Division or designee of CARB may review the CARB Project Liaison's approval or disapproval of a Grant Disbursement Request. No reimbursement will be made for expenses that, in the judgment of the Division Chief of the Sustainable Transportation and Communities Division, are not reasonable or do not comply with the Grant Agreement.
- e. The Grantee shall mail completed and signed Grant Disbursement Requests to the CARB Project Liaison.
- f. CARB will withhold payment of up to 1 percent of the grant funds until completion of the Final Report, intellectual property has been relinquished to CARB in accordance with Sections I and L of these provisions, CARB has received and approved the Grantee's mechanism for receiving annual activity reports, and submission of the Final Report to CARB by the Grantee. It is the Grantee's responsibility to submit a Grant Disbursement Request for this final disbursement of funds.
- g. CARB shall disburse funds in accordance with the California Prompt Payment Act, Government Code, Section 927, et seq.
- h. The Grantee will pay out CARB funds to other Sub-grantees or subcontractors on a reimbursement basis only.
- 6. Suspension of Payments and Grant Termination
  - a. CARB reserves the right to issue a grant suspension order in the event that a dispute should arise. The grant suspension order will be in effect until the dispute has been resolved or the grant has been terminated. If the Grantee chooses to continue work on the project after receiving a grant suspension order, the Grantee will not be reimbursed for any expenditure incurred during the suspension in the event CARB terminates the grant. If CARB rescinds the suspension order and does not terminate the grant, CARB will reimburse the Grantee for any expenses incurred during the suspension that are reimbursable in accordance with the terms of the grant.
  - b. CARB reserves the right to terminate this grant upon 30 days' written notice to the Grantee. In case of early termination, the Grantee will submit a Grant Disbursement Request, a Status Report covering activities up to, and including, the termination date and following the requirements specified herein and in Section I of these provisions. Upon receipt of the Grant Disbursement Request Form and Status Report, and when all intellectual property has been relinquished to CARB, a final payment will be made to the Grantee. This payment shall be for all CARB-approved, actually incurred costs that in the opinion of CARB are justified. However, the total amount

paid shall not exceed the total grant amount.

c. Upon termination, grant funds must be returned to CARB within 45 days.

### 7. Contingency Provision

In the event this grant is terminated for any reason, the CARB Executive Officer or designee reserves the right in his or her sole discretion to award a grant to the next highest scored Applicant and if an agreement cannot be reached, to the next Applicant(s) until an agreement is reached. If CARB is unable to award a grant under these circumstances, CARB may award a grant in a manner consistent with direction provided in the FY 2019-20 Funding Plan for STEP.<sup>2</sup>

### 8. Documentation of Administration Funds

- a. Personnel documentation must make use of timesheets or other labor tracking software. Duty statements or other documentation may also be used to verify the number of staff and actual hours or percent of time staff devoted to STEP implementation and outreach.
- b. Fees for external consultants must be documented with copies of the consultant contract and invoices. All external consultant fees must be preapproved by CARB. Fees included in the budget as a part of the Grantee Proposal Package (Exhibit C) are considered pre-approved by CARB.
- c. Printing, mailing, records retention, and travel expenses must be documented with receipts or invoices.
- d. Any reimbursement for necessary supporting project costs need receipts or invoices.
- e. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those amounts set by the California Department of Human Resources (CalHR). No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from CARB. The CalHR travel and per diem reimbursement amounts may be found online at: <a href="https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx">https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx</a>. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred by the Grantee.
- f. The above documentation, records, and referenced materials must be made available for review during monitoring visits and audits by CARB, or its designee. These records must be retained for a minimum of three years after

<sup>&</sup>lt;sup>2</sup> Funding Plan for Fiscal Year 2019-20 <a href="https://ww2.arb.ca.gov/our-work/programs/low-carbon-transportation-investments-and-air-quality-improvement-program/low-1">https://ww2.arb.ca.gov/our-work/programs/low-carbon-transportation-investments-and-air-quality-improvement-program/low-1</a>

submittal of the final STEP grant disbursement request to CARB.

g. The above documentation must be provided to CARB in quarterly Status Reports and a Final Report.

### 9. Earned Interest

"Earned interest" means any interest generated from State funds provided to the Grantee and held in an interest-bearing account.

- a. Interest earned by the Grantee on STEP funds must be reported to CARB. All interest income on STEP funds must be expended on eligible program costs (see Section G of this Grant Agreement) or returned to CARB. The Grantee is responsible for reporting to CARB on all interest earned and reinvested into STEP or returned.
- b. All interest income on advance payment at CARB's discretion must be reinvested into the program or returned to CARB. Interest earned that is reinvested in the program is not included as part of the Total Grant Amount from CARB. Grantee is responsible for reporting to CARB all project expenditures funded with interest earned on advanced funds or returned.
- c. The Grantee must maintain accounting records (e.g., general ledger) that track interest earned and expended on STEP funds, as follows:
  - i. The calculation of interest must be based on average daily balance or some other reasonable and demonstrable method of allocating the proceeds from the interest-generating account back into the program.
  - ii. The methodology for tracking earned interest must ensure that it is separately identifiable from interest earned on non-STEP funds.
  - iii. The methodology for calculating earned interest must be consistent with how it is calculated for the Grantee's other fiscal programs.
  - iv. Earned interest must be fully expended by March 31, 2025 or returned to CARB.
- d. Documentation of interest earned on STEP funds must be retained for a minimum of three years after it is generated. Documentation of interest expended on STEP must be retained for a minimum of three years after the funds have been reinvested into the project.
- e. The above documentation must be provided to CARB in Status Reports and a Final Report.

### H. PROJECT MONITORING AND MEETINGS

### 1. Meetings

- a. Initial meeting: A meeting will be held between key program personnel and the CARB Project Liaison before work on the program begins. The purpose of the initial meeting is to discuss the overall approach, details of performing essential tasks, the program schedule and milestones, details of work group process, and any issues that may need to be resolved prior to beginning work. Topics may include process for program decision-making and frequency and process for ongoing project team coordination.
- b. Review meetings: After the initial meeting with CARB staff, monthly meetings will be required until the tasks related to project initiation (scope of work, task dates, etc.) are finalized. After the project is operational, CARB and the Grantee can hold less frequent meetings (quarterly, at minimum), if deemed appropriate. Additional meetings may be scheduled at the sole discretion of the CARB Project Liaison. Such meetings may be conducted by phone, if deemed appropriate by the CARB Project Liaison. The Grantee is responsible for developing the agenda in collaboration with the CARB Project Liaison, and for facilitating the meetings.
- c. Site visits: If applicable, site visits shall be established by CARB Project Liaison during the term of this grant.

### 2. Technical Monitoring

- Any changes in the scope or schedule for the program shall require the prior written approval of the CARB Project Liaison and may require a written Grant Agreement amendment.
- b. The Grantee shall notify the CARB Project Liaison in writing immediately if any circumstances arise (technical, economic, or otherwise), which might place completion of the project in jeopardy. The Grantee shall also make such notification if there is a change in key project personnel (see Exhibit B, Attachment III).
- c. In addition to Status Reports (see Section I of this Grant Agreement), the Grantee shall provide information requested by the CARB Project Liaison that is needed to assess progress in completing tasks and meeting the objectives of the program.
- d. Any change in budget allocations, re-definition of deliverables, or extension of the program schedule must be requested in writing to the CARB Project

Liaison and approved by CARB, in its sole discretion, and may require a Grant Agreement amendment.

### I. REPORTING AND DOCUMENTING EXPENDITURE OF STATE FUNDS

The Grantee must provide CARB with documentation accounting for the proper expenditure of funds. The documentation must be provided in Status Reports submitted at a minimum every three months to CARB and a Final Report submitted prior to the Grantee receiving their last disbursement of project funds.

### 1. Status Reports

- a. The Grantee shall submit Status Reports at a minimum of three-month intervals. The Status Reports shall be provided in a format agreed upon between the CARB Project Liaison and the Grantee and meet the requirements specified herein. CARB may specify an electronic format for quarterly reporting.
- b. Status Reports provide a mechanism for the Grantee to justify a need for additional grant disbursements from CARB.
- c. Every Grant Disbursement Request Form (MSCD/ISB-90) shall be accompanied by a Status Report that documents the completion of a milestone specified in Exhibit B, Attachment II.
- d. Each Status Report must include, at minimum:
  - i. Project Status Report number, title of project, name of Grantee, date of submission, and project grant number
  - ii. Summary of work completed since the last progress report, noting progress toward completion of tasks and milestones identified in the work plan
  - iii. Statement of work expected to be completed by the next progress report
  - iv. Notification of problems encountered and an assessment of their effects on the project's outcomes
  - v. Data collected from vehicles, facilities, and participants since the last data reporting
  - vi. Schedule of community engagement, outreach, and education activities conducted, materials used, number of people contacted, and number of

participants, where applicable

- vii. Accounting records, including expenditure and income information and supporting documentation
- viii.Itemized invoices (invoices must include enough details to ensure that only eligible costs are paid for) and any other appropriate documentation
- ix. Discussion of the project's adherence to the project timeline
- x. Other data and analysis as mutually agreed upon between the Grantee and CARB
- a. If the tasks outlined in this Grant Agreement are behind schedule, the Grantee must notify CARB immediately and explain how they will return to schedule.

### 2. Final Report

- a. When the project is complete, the Grantee shall submit a draft Final Report. The draft Final Report must be submitted to CARB in an appropriate format agreed upon between CARB Project Liaison and the Grantee. The Final Report must meet the requirements specified herein. Upon approval of the draft Final Report by CARB Project Liaison, the Grantee shall provide a written copy of the final version, plus an electronic file.
- b. The Grantee must provide a Final Report to CARB after all STEP funding has been expended. The Final Report must be submitted within 90 days of program completion or by March 31, 2025, whichever comes first. A draft Final Report is due to CARB by January 31, 2025.
- c. The Final Report must include, at a minimum:
  - i. Total expenditures in detail to date and for the period between the last quarterly report and the Final Report
  - ii. Excel spreadsheet of all funded projects and project milestones
  - iii. Summary report of the projects for the period covered by the Grant Agreement (may be provided as summaries or previously submitted Status Reports – see Status Report)
  - iv. Overview of the project as whole from inception through the end of the grant term, including project and community background, partnerships, and funding sources

- v. Assessments of behavior change and participant evaluations, such as results of any pre- and post-project surveys conducted
- vi. Changes in participant knowledge of and acceptance of clean transportation options and funded projects
- vii. Description of community engagement, outreach, and education efforts, including materials used, schedule of events conducted, and an assessment of effectiveness of the efforts
- viii. Electricity and fuel usage information for project and baseline vehicles and EVSE, as applicable
- ix. Estimated GHG and other air pollutant emission reductions achieved
- x. Other co-benefits provided by the project as mutually agreed upon between the Grantee and CARB
- xi. Accounting records, including expenditure and income information and supporting documentation. Includes earned interest, if any, and how it was expended or returned to CARB.
- xii. Best practices and lessons learned, including suggestions for future project considerations for wider scale implementation in other communities
- xiii.Implementation challenges and recommendations for potential program improvements
- xiv.Other data and analysis as mutually agreed upon between the Grantee and CARB

### J. OVERSIGHT AND ACCOUNTABILITY

- 1. The Grantee shall comply with all oversight responsibilities.
- 2. CARB or its designee may recoup the grant funds which were received based upon misinformation or fraud, or for which a Grantee is in significant or continual non-compliance with the terms of this Grant or State law. CARB also reserves the right to prohibit any entity from participating in STEP due to non-compliance with program requirements.
- 3. If the Grantee detects any actual or potentially fraudulent activity by anyone or entity associate with the project, it shall notify CARB as soon as possible and

work with CARB to determine an appropriate course of action.

### K. PROJECT RECORDS

As further described below, program records include but are not limited to Grantee, financial, and participant records. All project records must be retained for a period of three (3) years after final payment under this grant. All project records are subject to audit pursuant to Section N (4) of this Grant Agreement. Upon completion of the third year of record retention, the Grantee shall submit all program records to CARB. Hardcopy or electronic records are suitable. Acceptable forms of electronic media include hard drives, CDs, and DVDs. Other forms of electronic media may be allowed based on prior written concurrence from CARB.

### 1. Grantee Records

The Grantee shall retain a STEP file containing:

- b. Original executed copy of the STEP Grant Agreement and Grant Agreement Amendments (if applicable)
- c. Policies and Procedures Manual
- d. Copies of Grant Disbursement Request Forms and attachments
- e. Copies of Status Reports
- f. Documentation of earned interest generation and expenditure (see Section G for more information)

#### 2. Financial Records

Without limitation of the requirement to maintain program accounts in accordance with generally accepted accounting principles, the Grantee must:

- a. Establish an official file for the project, which shall adequately document all significant actions relative to the program
- b. Establish separate accounts which will adequately and accurately depict all amounts received and expended on the project
- Establish separate accounts which will adequately and accurately depict all income received which is attributable to the project including cash and inkind donations, if any
- d. Establish an accounting system which will adequately depict final total costs

of the project, including grant implementation costs

### 3. Project Participant Records

The Grantee is required to establish and maintain participant records, which must include, at minimum:

- a. Project participant proposals (denied, approved, and removed)
- b. Initial participant surveys and survey updates
- c. Unique identifier that links each project to its corresponding project and associated cost
- d. Documentation of any deviations from the normal processing of projects (examples include enforcement action, CARB case-by-case approvals)

### L. INTELLECTUAL PROPERTY

Any webpage(s), software, databases, program data, or other intellectual property developed or purchased by the Grantee for the purposes of administering or implementing STEP are the property of CARB.

### M. CONFIDENTIALITY AND DATA SECURITY

It is expressly understood and agreed that information the Grantee collects on behalf of the State or from a third party in performing its obligations under this Grant Agreement may be deemed confidential by the State. Therefore:

- 1. All information or data gathered pursuant to this grant shall be held confidential and released only to CARB or other entities as CARB may specify in writing.
- 2. The Grantee certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- 3. Information or data, including but not limited to all application records and supporting documentation that personally identifies or describes an individual or individuals is confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or Federal statutes and regulations. The Grantee shall safeguard all such information or data which comes into their possession under this agreement in perpetuity, and shall not release or publish any such information, data or application records.

- 4. The Grantee must observe complete confidentiality with respect to such information or data collected pursuant to this grant, including without limitation, agreeing not to disclose or otherwise permit access to such information by any person or entity in any manner whatsoever unless such disclosure is required by law or legal process.
- 5. The Grantee must acknowledge the confidential nature of such information and ensure by agreement or otherwise that they are prohibited from copying or revealing, for any purpose whatsoever, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this section.
- 6. The Grantee must ensure that the Grantee's employees are informed of the confidential nature of such information and ensure by agreement or otherwise that they are prohibited from copying, revealing, or utilizing for any purpose in fulfillment of this grant, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this section.
- 7. The Grantee shall limit access to information and data gathered pursuant to this grant only to necessary employees to perform their job duties.
- 8. The Grantee must not use such information or any part thereof in the performance of services to others or for the benefit of others in any form whatsoever whether gratuitously or for valuable consideration.
- 9. The Grantee must notify the State promptly and in writing of the circumstances surrounding any possession, use, or knowledge of such information or any part thereof, by any person other than those authorized by this document.
- 10. The Grantee must adhere to all CARB confidentiality, disclosure, and privacy policies.
- 11. The Grantee must treat all information, deliverables, and work products developed or collected pursuant to this grant as confidential. All information, deliverables, and work products cannot be disclosed in any form to any third party without CARB's written consent except when required by law or legal process.
- 12. The Grantee must not use, without CARB written approval, any CARB materials for any purpose other than performing the agreed upon services.
- 13. At the conclusion of the engagement or upon termination of this Grant Agreement, the Grantee shall surrender all information in any form developed or collected pursuant to this grant.
- 14. If the Grantee suspects loss or theft, the Grantee must report any lost or stolen

- information, data, or equipment developed or collected pursuant to this grant to CARB immediately.
- 15. The Grantee must provide CARB all pass phrases and passwords for private keys to encrypt data used, produced, or acquired in the course of performing duties under this Grant Agreement.
- 16. The Grantee must sign non-disclosure and confidentiality agreements as provided by CARB.
- 17. The Grantee agrees to notify CARB immediately of any security incident involving the information system, servers, data, or any other information developed or collected pursuant to this grant. The Grantee agrees that CARB has the right to participate in the investigation of a security incident involving its data or conduct its own independent investigation, and that the Grantee shall cooperate fully in such investigations.
- 18. The Grantee agrees that it shall be responsible for all costs incurred by CARB due to security incident resulting from the Grantee's failure to perform or negligent acts of its personnel, and resulting in an unauthorized disclosure, release, access, review, or destruction; or loss, theft, or misuse of information or data developed or gathered pursuant to this grant. If the Grantee experiences a loss or breach of data, the Grantee shall immediately report the loss or breach to CARB. If CARB determines that notice to the individuals whose data has been lost or breached is appropriate, the Grantee will bear any and all costs associated with the notice or any mitigation selected by CARB. These costs include, but are not limited to, staff time, material costs, postage, media announcements, credit monitoring for impacted individuals, and other identifiable costs associated with the breach or loss of data.
- 19. The Grantee agrees that it shall immediately notify and work cooperatively with CARB to respond timely and correctly to public records act requests.

### N. GENERAL PROVISIONS

- 1. **Amendment:** No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the parties.
- 2. **Assignment:** This grant is not assignable by the Grantee, either in whole or in part, without consent of CARB in a formal written amendment.
- 3. Availability of funds: CARB's obligations under this Grant Agreement are contingent upon the availability of funds. In the event funds are not available,

- the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement.
- 4. Audit: The Grantee agrees that CARB, the Department of General Services, Department of Finance, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this grant and all State funds received. The Grantee agrees to maintain such records for possible audit for three (3) years after the term of this grant is completed, unless a longer period of records retention is stipulated. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interview of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include similar right of the State audit records and interview staff in any grant related to performance of this agreement.
- 5. Compliance with law, regulations, etc.: The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and State laws, rules, guidelines, regulations, and requirements.
- 6. Conflict of interest: The Grantee certifies that it is in compliance with applicable State and federal conflict of interest laws. The Grantee may have no interest, and shall not acquire any interest, direct or indirect, which will conflict with its ability to impartially complete the tasks described herein. The Grantee must disclose any direct or indirect financial interest or situation which may pose an actual, apparent, or potential conflict of interest with its duties throughout the grant term. CARB may consider the nature and extent of any actual, apparent, or potential conflict of interest with its duties throughout the grant term. CARB may consider the nature and extent of any actual, apparent, or potential conflict of interest in the Grantee's ability to perform the grant. The Grantee must immediately advise CARB in writing of any potential new conflicts of interest throughout the grant term.
- 7. **Disadvantaged communities:** The Grantee, for the purposes of this program, will designate disadvantaged communities, as identified by CalEnviroScreen 3.0. The identified disadvantaged community census tracts are available at: <a href="https://oehha.ca.gov/calenviroscreen/report/calenviroscreen-30">https://oehha.ca.gov/calenviroscreen/report/calenviroscreen-30</a>.
- 8. **Disputes:** The Grantee shall continue with the responsibilities under this Grant Agreement during any dispute. Grantee staff or management may work in good faith with CARB staff or management to resolve any disagreements or conflicts arising from implementation of this Grant Agreement. However, any disagreements that cannot be resolved at the management level within 30 days of when the issue is first raised with the CARB Project Liaison shall be subject to

- resolution by the CARB Executive Officer, or designated representative. Nothing contained in this paragraph is intended to limit any rights or remedies that the parties may have under law.
- 9. **Environmental justice:** In the performance of this Grant Agreement, the Grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State.
- 10. Fiscal management systems and accounting standards: The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of State law or this Grant Agreement. Unless otherwise prohibited by State or local law, the Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
- 11. Force majeure: Neither CARB nor the Grantee must be liable for or deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, government orders, national or state declared pandemics, lockouts, labor disputes, fire, flood, earthquakes or other physical natural disaster. If either party intends to invoke this clause to excuse or delay performance, the party invoking the clause must provide written notice to the other party immediately but no later than fifteen (15) calendar days of when the force majeure even occurs and reasons that the force majeure event is preventing that party from or delaying that party in performing its obligations under this contract. CARB may terminate this Grant Agreement immediately in writing without penalty in the event Grantee invokes this clause.
  - If the Grant Agreement is not terminated by CARB pursuant to this clause, upon completion of the event of force majeure, the Grantee must as soon as reasonably practicable recommence the performance of its obligations under this Grant Agreement. The Grantee must also provide a revised schedule to minimize the effects of the delay caused by the event of force majeure. An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event.
- 12. **Governing law and venue:** This grant is governed by and shall be interpreted in accordance with the laws of the State of California. CARB and the Grantee hereby agree that any action arising out of this Grant Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of

- California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.
- 13. **Grantee's responsibility for work:** The Grantee shall be responsible for work and for persons or entities engaged in work, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contract for work on the project, including but not limited to payment disputes with contractors, subcontractors, and providers of services. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work. The Grantee will pay out CARB funds to other entities on a reimbursement basis only.
- 14. Indemnification: The Grantee agrees to indemnify, defend, and hold harmless the State and the Board and its officers, employees, agents, representatives, and successors-in-interest against any and all liability, loss, and expense, including reasonable attorneys' fees, from any and all claims for injury or damages arising out of the performance by the Grantee, and out of the operation of equipment that is purchased with funds from this grant award.
- 15. Independent contractor: The Grantee, and its agents and employees, if any, in their performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of CARB.
- 16. Non-discrimination clause: During the performance of this Grant Agreement, the Grantee and its subcontractors, if any, shall not unlawfully discriminate, harass, or allow harassment against any employee or Applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. The Grantee and subcontractors shall ensure that the evaluation and treatment of their employees and Applicants for employment are free from such discrimination and harassment. The Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov.Code §2990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7825 et seg.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f) set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The Grantee shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the agreement.

- 17. No third party rights: The parties to this Grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation, or undertaking establish herein.
- 18. Ownership: All information, data, documents, intellectual property including but not limited to webpages received or generated by the Grantee under this grant is the property of CARB. No information, data, documents, intellectual property received or generated under this grant shall be released without CARB's approval.
- 19. Personally Identifiable Information: Information or data, including but not limited to all records and supporting documentation that personally identifies an individual or individuals is confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or Federal statutes and regulations. The Grantee must safeguard all such information or data which comes into their possession under this agreement in perpetuity, and must not release or publish any such information, data, or project records.
- 20. Prevailing wages and labor compliance: If applicable, the Grantee agrees to be bound by all the provisions of State Labor Code Section 1771 regarding prevailing wages. If applicable, the Grantee shall monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the prevailing wage provisions of State Labor Code Section 1771 are being met.
- 21. **Professionals:** For projects involving installation or construction services, the Grantee agrees that only licensed professionals will be used to perform services under this Grant Agreement where such services are called for and licensed professionals are required for those services under State law.
- 22. **Severability:** If a court of competent jurisdiction holds any provision of this Grant agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of those provisions, will not be affected.
- 23. **Termination:** In addition to the termination provisions in Section G of this Grant Agreement, CARB may terminate this Grant Agreement by written notice at any time prior to completion of this Grant Agreement, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Grant Agreement. CARB also reserves the right to terminate this grant upon 30 days written notice to the Grantee if CARB determines that the project has not progressed satisfactorily during the previous three months and the Grantee and CARB have been unable to agree

- on modifications. Upon termination, the Grantee must return unused grant funds to CARB within 45 calendar days.
- 24. **Timeliness:** Time is of the essence in this Grant Agreement. The Grantee shall proceed with and complete the project in an expeditious manner.
- 25. Waiver of rights: Any waiver of rights with respect to a default or other matter arising under this Grant Agreement at any time by either party shall not be considered a waiver of rights with respect to any default or matter. Any rights and remedies of the State provided for in this Grant Agreement are in addition to any other rights and remedies provided by law.

### O. INSURANCE REQUIREMENTS

The Grantee must comply with all requirements outlined in the (1) General Provisions and (2) Insurance Requirements outlined below. No payments will be made under the grant until the Grantee fully complies with all insurance requirements.

- 1. General Provisions Applying to All Policies:
  - a. Coverage Term Coverage needs to be in force for the complete term of the grant. If insurance expires during the term of the grant, a new certificate must be received by the State at least thirty (30) days prior to the expiration of this insurance. Any new insurance must comply with the original grant terms.
  - b. Policy Cancellation or Termination & Notice of Non-Renewal The Grantee is responsible to notify the Program Administrator within five (5) business days of any cancellation, non-renewal or material change that affects required insurance coverage. New certificates of insurance are subject to the approval of the Department of General Services and the Grantee agrees no work or services will be performed prior to obtaining such approval. In the event that the Grantee fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this grant upon the occurrence of such event, subject to the provisions of this grant.
  - c. Premiums, Assessments, and Deductibles The Grantee is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
  - d. Primary Clause Any required insurance contained in this grant shall be primary, and not excess or contributory, to any other insurance carried by the State.

- e. Insurance Carrier Required Rating All insurance companies must carry an AM Best rating of at least "A-" with a financial category rating of no lower than VI. If the Grantee is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- f. Endorsements Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- g. Inadequate Insurance Inadequate or lack of insurance does not negate Awardee's obligations under the grant.
- h. Satisfying a Self-Insured Retention (SIR) All insurance required by this contract must allow the State to pay and/or act as the contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor's agent in satisfying any SIR is at the State's discretion
- i. Available Coverages/Limits All coverage and limits available to the Awardee shall also be available and applicable to the State.
- j. Use of Subcontractor In the case of the Grantee's utilization of Subcontractors to complete the grant scope of work, the Grantee shall include all Subcontractors as insured's under the Grantee's insurance or supply evidence of Subcontractor's insurance to The State equal to policies, coverages, and limits required of the Grantee.
- 2. Grant Insurance Requirements The Grantee shall display evidence of the following on a certificate of insurance. After the solicitation is awarded, failure to provide the certificate upon request will result in the termination of the grant. The Grantee must assure the community pilot project(s) funded by the Program Administrator (CARB) fully complies with all insurance requirements before starting the project. The following coverages must be evidenced on the certificate of insurance and all endorsements required must be attached:
  - a. Commercial General Liability The Grantee shall maintain general liability on an occurrence form with limits not less than \$5,000,000 per occurrence for bodily injury and property damage liability combined with a \$5,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent the Grantees, products, completed operations, personal & advertising injury, and liability assumed under an insured contract or grant. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Grantee's limit of liability.

The policy must name "State of California and California Air Resources

Board, its officers, agents, and employees as additional insured with respect to liability arising out of work or operations performed by or on behalf of the awardee including any electric bikes and scooters in connection with any such work or operations".

b. Automobile Liability – The Grantee shall maintain business automobile Liability insurance as broad as Form CA0001 for limits not less than \$5,000,000 combined single limit. Such insurance shall cover liability arising out of any and all motor vehicles owned, hired or non-owned. "Any Auto" symbol 1 is required.

The policy must name "State of California and California Air Resources Board, its officers, agents, and employees as additional insured with respect to liability arising out of work or operations performed by or on behalf of the awardee including any electric bikes and scooters in connection with any such work or operations".

- i. By signing the grant agreement, the Grantee certifies that the Grantee and any employees, subcontractors or servants possess valid automobile coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive. The State reserves the right to request proof at any time.
- c. Workers Compensation and Employers Liability The Grantee shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the grant. In addition, employer's liability limits of \$1,000,000 are required. By signing this contract, Contractor acknowledges compliance with these regulations.

A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must be attached to certificate.

d. In addition to the insurance requirements listed above, the Grantee must supply specific coverage for Electric Bikes and Scooters, with a limit of at least \$5,000,000. Proof of coverage can be submitted in two ways:

If coverage is from an Electric Bike and Scooter insurance carrier, only the certificate of insurance is required showing specific insurance for Electric Bikes and Scooters; **OR**,

If coverage is endorsed to the General Liability policy, insurance company must supply a separate endorsement showing proof of Electric Bike and Scooter Coverage.

e. Either policy must name "State of California and California Air Resources

Board, its officers, agents, and employees as additional insured with respect to liability arising out of work or operations performed by or on behalf of the awardee including any electric bikes and scooters in connection with any such work or operations. "Non-Profit Organization with Volunteers Only (if applicable): A Volunteer Accident Insurance Policy with a limit not less than \$1,000,000. The policy shall contain a waiver of subrogation in favor of the State of California, if such endorsement is available in the open market. Said policy shall be issued by an insurance company with a rating which is acceptable to the Department of General Services, Office of Risk and Insurance Management. CARB reserves the right to review and adjust insurance requirements as necessary during the grant term.

f. Cyber Liability coverage, with limits not less than \$1,000,000 per occurrence or claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Grantee in the grant agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well.

## **EXHIBIT B**

## **WORK STATEMENT**

# Attachment I – Budget Summary

Gran	itee:	

Project:

Grant Number:

	Total Costs and Funding
Project Costs	\$
Direct Grant Implementation Costs	\$
Indirect Grant Implementation Costs	\$
Total Grant Funds	\$
Resource Contribution	\$
Total Proposal Funds	\$

## **EXHIBIT B**

# Attachment II – Project Milestones and Disbursement Schedule

Sample only. This will be adapted from the timeline in the Applicant's proposal template.

	Description	Start date	Completion date	Roles	Deliverables (if applicable)	Request for STEP funds
Task 1		0/0/0	0/0/0			\$
Task 2		0/0/0	0/0/0			\$
Task 3		0/0/0	0/0/0			\$
Task 4		0/0/0	0/0/0			\$
[Etc.]		0/0/0	0/0/0			\$
	Disbursement request #1		0/0/0			\$

	Description	Start date	Completion date	Roles	Deliverables (if applicable)	Request for STEP funds
Task 5		0/0/0	0/0/0			\$
Task 6		0/0/0	0/0/0			\$
Task 7		0/0/0	0/0/0			\$
Task 8		0/0/0	0/0/0			\$
[Etc.]		0/0/0	0/0/0			\$
	Disbursement request #2		0/0/0			\$

**EXHIBIT B** 

# Attachment III – Key Project Personnel

Grantee:
Project:
Grant Number:

Name	Position	Duties

**EXHIBIT C** 

# Grantee Proposal Package

CARB will insert Applicant's proposal package here.

## **EXHIBIT D**

# **Grant Solicitation Package**

CARB will insert the STEP solicitation package here.

## **EXHIBIT E**

### **PAYEE DATA RECORD**

CARB will include the Grantee's payee data record in this section.

State of California Financial Information System for California (FI\$Cal)

### **GOVERNMENT AGENCY TAXPAYER ID FORM**

2000 Evergreen Street, Suite 215 Sacramento, CA 95815 www.fiscal.ca.gov 1-855-347-2250



The principal purpose of the information provided is to establish the unique identification of the government entity.

Instructions: You may submit one form for the principal government agency and all subsidiaries sharing the same TIN. Subsidiaries with a different TIN must submit a separate form. Fields bordered in red are required. Hover over fields to view help information. Please print the form to sign prior to submittal. You may email the form to: vendors@fiscal.ca.gov, or fax it to (916) 576-5200, or mail it to the address above.

Principal Government Agency Name	City & County of San F	rancisco			
Remit-To Address (Street or PO Box)	1 South Van Ness Ave	, 8th Floor			
City	San Francisco		State C	ZA Zip Cod	e+4 94103
Government Type:	✓ City ☐ Special District ☐ Other (Specify)	County Federal		Federal Employer Identification Number (FEIN)	94-6000417
	y Departments, Division payment from the State San Francisco Municipal Tr Agency	e of California.		th Van Ness Ave, 8th Fl	
Dept/Division/Unit Name			omplete ddress		
Dept/Division/Unit Name			omplete ddress		
Dept/Division/Unit Name			omplete ddress		
Contact Person	Robert Lim		Title Proje	ect Manager	
Phone number	415-646-2403	E-mail add	ress Robe	ert.Lim@sfmta.com	
Signature	P=7_			D	ate 3/24/2022

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

Department: MUNICIPAL TRANSPORTATION AGENCY MTA					Code: <u>MTA</u>	
Type of Request: ☑Initial		$\square$ Modificat	ion of an existi	ing PSC (PSC#	)	
Type of Approval:	□Expedited	<b>☑</b> Regular	$\square$ Annual	$\Box$ Continuing	☐ (Omit Posting)	
Type of Service: <u>SFMTA Youth Internship Program</u>						
Funding Source: Operating	PSC	Duration: <u>4 yea</u>	rs 6 days			
PSC Amount: \$1,500,000						

### 1. Description of Work

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

San Francisco Municipal Transporation Agency (SFMTA) Youth Internship Program is both a summer and year-round internship program established to provide professional guidance in a work experience set within the SFMTA to motivate students to continue their education so they may seek employment opportunities in the municipal transportation sector or other highly disciplined career fields. Students selected for the program demonstrate an ability and interest in professional careers such as transportation, planning, IT, communications/marketing, finance, engineering, and mechanical sciences. The consultant will manage the program and advance funds for all student interns' salaries and program enrichment activities.

- B. Explain why this service is necessary and the consequence of denial:
- This service is necessary to ensure that the program is administered efficiently with the essential goal of enriching lives and providing opportunities to San Francisco Bay Area high school and college-bound students. Denial of this service could result in the cancellation of this program which could affect the objective of this program which is to motivate students, especially students from traditionally disadvantaged communities, to strive for excellence, develop good working behaviors and complete their studies to enhance their future employment opportunities.
- C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.
  Not 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):

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

### B. Explain the qualifying circumstances:

Civil Service classes are not applicable because this specialized service is an intermittent position for an eight (8) week summer program and an eighteen (18) week semester program that requires a multi-disciplined organization to recruit students, evaluate their performance, provide mentoring match-ups, training workshops, and enrichment activities and provide for advance funding for the program to pay student salaries and other program expenses.

### 3. <u>Description of Required Skills/Expertise</u>

- A. Specify required skills and/or expertise: Knowledge and expertise in the management of youth programs, mentoring students, and managing funds such as payroll administration, program expenses, and monthly invoices for minors hired for seasonal internships.
- 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. <u>If applicable, what efforts has the department made to obtain these services through available resources within the City?</u>

This specialized service is an intermittent position for an eight (8) week summer program and an 18-week semester program, that requires a multi-disciplined organization to recruit students, evaluate their performance, provide mentoring match-ups, training workshops, and enhancement activities and provide advance funding for the program to pay student salaries and other program expenses.

### 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 this specialized service is an intermittent position for an eight (8) week summer program and an eighteen (18) week semester program that requires a multi-disciplined organization to recruit students, evaluate their performance, provide mentoring match-ups, training workshops, and enrichment activities and provide for advance funding for the program to pay student salaries and other program expenses.
- 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 because the program is seasonal, and the scope of work is limited.

### 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, 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. <u>Union Notification</u>: On <u>09/30/2022</u>, the Department notified the following employee organizations of this PSC/RFP request: all unions were notified

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

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

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

\*

### FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC#<u>48151 - 22/23</u>

DHR Analysis/Recommendation: Commission Approval Required DHR Approved for 01/25/2023 **Civil Service Commission Action:** 

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

### Nuque, Amy

From: dhr-psccoordinator@sfgov.org on behalf of amy.nuque@sfmta.com

Sent: Friday, September 30, 2022 12:42 AM

**To:** Nuque, Amy; pking@uapd.com; president@sanfranciscodsa.com; max.porter@seiu1021.org; kennethlomba@gmail.com; snaranjo@cirseiu.org; Michael Dennis; roger marenco; Pete Wilson -

Union 250A VP; cmoyer@nccrc.org; noah.frigault@sfgov.org; sfdpoa@icloud.com;

Mjayne@iam1414.org; Emanuel, Rachel (DEM); laborers261@gmail.com; junko.laxamana@sfgov.org; jennifer.esteen@seiu1021.org; emathurin@cirseiu.org; abush@cirseiu.org; sbabaria@cirseiu.org; anthony@dc16.us; mlobre@sfpoa.org; @sfpoa.org; tracym@sfpoa.org; mleach@ibt856.org; rooferslocal40@gmail.com; sal@local16.org; Criss@sfmea.com; Julie.Meyers@sfgov.org;

seichenberger@local39.org; jason.klumb@seiu1021.org; Camaguey@sfmea.com;

ablood@cirseiu.org; kcartermartinez@cirseiu.org; ecassidy@ifpte21.com; WendyWong26

@yahoo.com; wendywong26@yahoo.com; sarah.wilson@seiu1021.org; kschumacher@ifpte21.org;

kpage@ifpte21.org; tjenkins@uapd.com; eerbach@ifpte21.org; tmathews@ifpte21.org;

amakayan@ifpte21.org; jb@local16.org; Ricardo.lopez@sfgov.org; Basconcillo, Katherine (PUC);

Sandeep.lal@seiu1021.me; pcamarillo\_seiu@sbcglobal.net; MRainsford@local39.org; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; pkim@ifpte21.org;

agonzalez@iam1414.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org;

gail@sffdlocal798.org; cityworker@sfcwu.org; davidmkersten@gmail.com;

djohnson@opcmialocal300.org; ramonliuna261@gmail.com; ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org; xiumin.li@seiu1021.org;

Sin.Yee.Poon@sfgov.org; smcgarry@nccrc.org; rmitchell@twusf.org; grojo@local39.org;

jduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org;

L21PSCReview@ifpte21.org; sfsmsa@gmail.com; bart@dc16.us; david.canham@seiu1021.org; jtanner940@aol.com; Osha Ashworth; L21PSCReview@ifpte21.org; laborers261@gmail.com;

local 200 twu; speedy 4864@aol.com; Christina@sfmea.com; ecdemvoter@aol.com;

thomas.vitale@seiu1021.org; Nuque, Amy; dhr-psccoordinator@sfgov.org

**Subject:** Receipt of Notice for new PCS over \$100K PSC # 48151 - 22/23

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

RECEIPT for Union Notification for PSC 48151 - 22/23 more than \$100k

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a request for a Personal Services Contract (PSC) 48151 - 22/23 for \$1,500,000 for Initial Request services for the period 05/26/2023 – 05/31/2027. Notification of 30

days (60 days for SEIU) is required.

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

http://apps.sfgov.org/dhrdrupal/node/19238 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")

epartment: MUNICIPAL TRANSPORTATION AGENCY MTA					Code: <u>MTA</u>
Type of Request:	☑Initial	□Modificat	ion of an existi	ng PSC (PSC #	)
Type of Approval:	□Expedited	<b>☑</b> Regular	□Annual	☐ Continuing	☐ (Omit Posting)
Type of Service: <u>Undergrou</u> services	<u>ınd and above-</u> ફ	ground storag	<u>e tanks mainte</u>	<u>nance, repair and</u>	compliance
Funding Source: Other			PSC	Duration: <u>5 yea</u>	rs 2 days
PSC Amount: \$1,500,000					

### 1. Description of Work

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

The contractor will provide Certified Designated Underground Storage Tank (UST) Operator and Licensed UST Technician services such as the required monthly, annual and tri-annual testing for forty-four (44) underground and above-ground storage tanks located at seven (7) Divisions/locations that comprise the San Francisco Municipal Transportation Agency (SFMTA) fuel storage tank system. This service includes troubleshooting, repairs, modifications, and replacement or updating of equipment. The contractor will ensure compliance with all applicable Federal, State and Local codes and regulations. The contractor will provide an annual educational session on the related regulations for the SFMTA maintenance staff.

- B. Explain why this service is necessary and the consequence of denial:
- These services are mandated to ensure compliance with UST system codes and regulations and to ensure the tank systems continue to provide fuel to the SFMTA Diesel Fleet. The consequence of denial will be that the Federal, State, and Local regulatory agencies will not allow the SFMTA to use the fuel tanks to fuel the agency vehicles and probable fines will be issued for noncompliance.
- C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC. PSC No. 48010-15/16 approved on 09/21/15
- D. Will the contract(s) be renewed?

The underground storage tank will continue to be located at SFMTA facilities, which means the SFMTA will continue require to service and maintenance with these systems after PSC expires.

- 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 contract duration will be 5 years term with one 2-year extension option. Contracts require ongoing service and no civil service classification can fulfill these compliance requirements.

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

- A. Indicate all that apply (be specific and attach any relevant supporting documents):
- Regulatory or legal requirements, or requirements or mandates of funding source(s) which limit or preclude the use of Civil Service Employees. Include a copy of the applicable requirement or mandate.

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

#### B. Explain the qualifying circumstances:

This work must be provided by a third-party contractor who possesses all the required certifications and licenses and equipment to ensure full compliance with all the Federal, State, and Local UST system codes and regulations.

#### 3. <u>Description of Required Skills/Expertise</u>

- A. Specify required skills and/or expertise: The contractor must be a Certified Designated Underground Storage Tank Operator, Licensed Underground Storage Tank Technician, and Veeder Root Certified Technician.
- B. Which, if any, civil service class(es) normally perform(s) this work? none
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, the contractor will provide underground storage tank leak detection testing equipment, provide parts for repairs, and updated equipment as necessary.

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

Civil service classifications do not possess the necessary certifications and licenses to perform this specialized field of work in order to be in compliance with Federal, State, and Local regulatory agencies.

#### 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 possess the necessary certifications and licenses to perform this specialized field of work in order to be in compliance with Federal, State and Local regulatory agencies.
- 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

#### 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 a Designated Underground Storage Tank (UST) Operator to provide an annual classroom training on the codes and regulations related to UST's. 7381-Automotive Mechanic (local 1414) 7334- Stationary Engineer (local 39) 7335- Senior Stationary Engineer (local 39) 7382- Automotive Mechanic Assistant Supervisor (local 1414) 7249-Automotive Mechanic Supervisor I(local 1414) 7410- Automotive Service Worker (twu, local 250-A) 7412- Automotive Service Worker Assistant Supervisor (Local 200) 7313- Automotive Machinists (local 1414) 6235- Heating and Ventilating Inspector (local 104) 5207- Associate Mechanical Engineer (local 21)
- 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. <u>Union Notification</u>: On <u>10/13/2022</u>, the Department notified the following employee organizations of this PSC/RFP request: all unions were notified

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

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

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

#### FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 48201 - 22/23

DHR Analysis/Recommendation: Commission Approval Required DHR Approved for 01/25/2023 **Civil Service Commission Action:** 

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

### Nuque, Amy

From: dhr-psccoordinator@sfgov.org on behalf of amy.nuque@sfmta.com

Sent: Thursday, October 13, 2022 11:27 AM

**To:** Nuque, Amy; najuawanda.daniels@seiu1021.org; pking@uapd.com; president@sanfranciscodsa.com; max.porter@seiu1021.org; kennethlomba@gmail.com; snaranjo@cirseiu.org; Michael Dennis; roger

marenco; Pete Wilson - Union 250A VP; cmoyer@nccrc.org; noah.frigault@sfgov.org;

sfdpoa@icloud.com; Mjayne@iam1414.org; Emanuel, Rachel (DEM); laborers261@gmail.com;

junko.laxamana@sfgov.org; jennifer.esteen@seiu1021.org; emathurin@cirseiu.org;

abush@cirseiu.org; sbabaria@cirseiu.org; anthony@dc16.us; mlobre@sfpoa.org; @sfpoa.org;

tracym@sfpoa.org; mleach@ibt856.org; rooferslocal40@gmail.com; sal@local16.org;

Criss@sfmea.com; Julie.Meyers@sfgov.org; seichenberger@local39.org; jason.klumb@seiu1021.org; Camaguey@sfmea.com; ablood@cirseiu.org; kcartermartinez@cirseiu.org; ecassidy@ifpte21.com;

WendyWong26@yahoo.com; wendywong26@yahoo.com; sarah.wilson@seiu1021.org; kschumacher@ifpte21.org; kpage@ifpte21.org; tjenkins@uapd.com; eerbach@ifpte21.org; tmathews@ifpte21.org; amakayan@ifpte21.org; jb@local16.org; Ricardo.lopez@sfgov.org; Basconcillo, Katherine (PUC); Sandeep.lal@seiu1021.me; pcamarillo\_seiu@sbcglobal.net;

MRainsford@local39.org; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; pkim@ifpte21.org; agonzalez@iam1414.org; ted.zarzecki@seiu1021.net;

leah.berlanga@seiu1021.org; gail@sffdlocal798.org; cityworker@sfcwu.org;

davidmkersten@gmail.com; djohnson@opcmialocal300.org; ramonliuna261@gmail.com;

ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org;

xiumin.li@seiu1021.org; Sin.Yee.Poon@sfgov.org; smcgarry@nccrc.org; rmitchell@twusf.org; grojo@local39.org; jduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org; L21PSCReview@ifpte21.org; sfsmsa@gmail.com; bart@dc16.us; david.canham@seiu1021.org; jtanner940@aol.com; Osha Ashworth; L21PSCReview@ifpte21.org; laborers261@gmail.com;

local200twu; speedy4864@aol.com; Christina@sfmea.com; ecdemvoter@aol.com;

thomas.vitale@seiu1021.org; Nuque, Amy; dhr-psccoordinator@sfgov.org

**Subject:** Receipt of Notice for new PCS over \$100K PSC # 48201 - 22/23

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

RECEIPT for Union Notification for PSC 48201 - 22/23 more than \$100k

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a request for a Personal Services Contract (PSC) 48201 - 22/23 for \$1,500,000 for Initial Request services for the period 10/01/2023 – 10/01/2028. 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/19280 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

### **Department of Human Resources**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1") Department: MUNICIPAL TRANSPORTATION AGENCY -- MTA Dept. Code: MTA ✓ Initial Type of Request: ☐ Modification of an existing PSC (PSC # ☐ Expedited ✓ Regular ( Omit Posting) Type of Approval: Type of Service: Underground Storage Tank Testing Services and Maintenance PSC Duration: 5 years 1 day Funding Source: Operating Budget PSC Amount: \$1,500,000 PSC Est. Start Date: 09/22/2015 PSC Est. End Date: 09/21/2020 1. Description of Work A. Scope of Work: The contractor will provide Certified Designated Underground Storage Tank (UST) Operator and Licensed UST Technician services such as the required monthly, annual and tri-annual testing for forty-four (44) underground and above-ground storage tanks located at seven (7) Divisions/locations that comprise the San Francisco Municipal Transportation Agency (SFMTA) fuel storage tank system. This service includes troubleshooting, repairs, modifications, and replacement or updating of equipment. The contractor will ensure compliance with all applicable Federal, State and Local codes and regulations. The contractor will provide an annual educational session on the related regulations for the SFMTA maintenance staff. Explain why this service is necessary and the consequence of denial: These services are mandated to ensure compliance with UST system codes and regulations and to ensure the tank systems continue to provide fuel to the SFMTA Diesel Fleet. The consequence of denial will be that the Federal, State, and Local regulatory agencies will not allow the SFMTA to use the fuel tanks to fuel the agency vehicles and probable fines will be issued for noncompliance. 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. Only a portion of these services were previously provided by staff. D. Will the contract(s) be renewed? Yes.

2. <u>Union Notification</u>: On 07/16/2015, the Department notified the following employee organizations of this PSC/RFP request: Automotive Machinists, Local 1414; Professional & Tech Engrs, Local 21; Sheet Metal Workers, Local 104; Stationary E

\*

### FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 48010 - 15/16

DHR Analysis/Recommendation: 09/21/2015

Commission Approval Required

DHR Approved for 09/21/2015

Approved by Civil Service Commission
Page 452

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

A. Specify required skills and/or expertise:

The contractor must be a Certified Designated Underground Storage Tank Operator, Licensed Underground Storage Tank Technician, and Veeder Root Certified Technician.

- B. Which, if any, civil service class(es) normally perform(s) this work? 7335,
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain: Yes. The contractor will provide underground storage tank leak detection testing equipment, provide parts for repairs, and updated equipment as necessary.

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

Address: 1 South Van Ness Avenue, 6th floor

A. Explain why civil service classes are not applicable:

Civil service classifications do not possess the necessary certifications and licenses to perform this specialized field of work in order to be in compliance with Federal, State and Local regulatory agencies.

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

No. This work must be provided by a third-party contractor who possesses all the required certifications and licenses and equipment to ensure full compliance with all the Federal, State, and Local UST system codes and regulations.

5. <u>A</u>	dd	itional Information (if "yes", attach explanation)	YES	<u>NO</u>
,	۹.	Will the contractor directly supervise City and County employee?		
l	В.	Will the contractor train City and County employee? See attached.		
(	С.	Are there legal mandates requiring the use of contractual services?		
I	D.	Are there federal or state grant requirements regarding the use of contractual services?		
1	Ε.	Has a board or commission determined that contracting is the most effective way to provide this service?		
!	F.	Will the proposed work be completed by a contractor that has a current PSC contract with your department?		
		ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHAL 16/2015 BY:	F OF THE	E DEPARTMENT HEAD
Nam	e:	Cynthia Hamada Phone: 415.701.5381 Email: Cynthia Hamada	nthia.har	mada@sfmta.com

San Francisco, CA 94103

Page 453 July 2013

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

Department: <u>MUNICIPAL</u>	TRANSPORTATION	ON AGENCY	· MTA	Dept.	Code: <u>MTA</u>
Type of Request:	☑Initial	□Modificat	ion of an existi	ng PSC (PSC #	)
Type of Approval:	□Expedited	☑Regular	□Annual	☐ Continuing	☐ (Omit Posting)
Type of Service: Convene Workforce Development Project Committee; recruit & train program					
<u>participants</u> Funding Source: <u>State Gr</u>	<u>rant</u>		PSC	Duration: <u>3 yea</u>	rs 30 weeks
PSC Amount: <u>\$411,600</u>					

#### 1. Description of Work

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

A. Philip Randolph Institute San Francisco (APRI) was approved as part of our application to the California Air Resources Board (CARB) to provide work as part of the state-funded Bayview Community Shuttle Project.

The scope of work for APRI includes:

- Convene Workforce Development Project Committee
- Recruit and provide training to local residents of Bayview-Hunters Point to be employed as drivers for the Bayview Community Shuttle
- Design and Implement an Occupational Skills Training curriculum for Class C Driver Training
- Create and Maintain individual case files to track measured outcomes for enrolled participants
- B. Explain why this service is necessary and the consequence of denial:

A large focus of the grant was to have collaborative relationships with community members and the grant sought to partner with local community-based organizations (CBO) to address community needs and to promote the Project as a way of improving the mobility needs of the neighborhood. If denied the listed work in the description of proposed work in the San Francisco Municipal Transportation Agency (SFMTA) staff will need to take on the work (which will require consultation with the grantor as this may not meet the terms of the grant) which will be difficult as we do not have the established relationships that the contractor has due to their deep ties within the community. The contractor is trusted among community members to perform the listed work and community members prefer working with them on these services based on previous histories rather than directly with City staff. If the grantor denies the replacement of the contractor with City staff we are at risk of losing grant funds.

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

Not 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.

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

#### B. Explain the qualifying circumstances:

The services are needed for only the duration of this grant (runs through March 2026 with 3 months of additional close out through June 2026). The project grant lists APRI to perform the listed work.

#### 3. <u>Description of Required Skills/Expertise</u>

- A. Specify required skills and/or expertise: Understanding the needs of community residents and partners through established relationships and knowing how to address and adapt to the needs of the identified population.
- 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: APRI will provide a facility to host training sessions.

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

N/A – grant encourages partnerships with local CBOs to provide targeted recruitment and services that address neighborhood needs. This type of work is not currently performed by City Employees as the City's recruitment programs for pre-apprenticeship programs are performed by non-profits and community benefit organizations.

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

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

  APRI is listed in the grant to provide these services.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, the grant identifies APRI to provide this work

#### 6. Additional Information

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

No.

- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
  - No. Only APRI will be performing the work listed in the description of the proposed work.
- C. Are there legal mandates requiring the use of contractual services? Yes. APRI was listed in the grant to provide these services.
- 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. <u>Union Notification</u>: On <u>10/04/2022</u>, the Department notified the following employee organizations of this PSC/RFP request: <u>all unions were notified</u>

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

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

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

\*

#### FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 48672 - 22/23

DHR Analysis/Recommendation: Commission Approval Required DHR Approved for 01/25/2023 **Civil Service Commission Action:** 

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

#### Nuque, Amy

From: dhr-psccoordinator@sfgov.org on behalf of amy.nuque@sfmta.com

Sent: Tuesday, October 4, 2022 8:27 PM

**To:** Nuque, Amy; najuawanda.daniels@seiu1021.org; pking@uapd.com; president@sanfranciscodsa.com; max.porter@seiu1021.org; kennethlomba@gmail.com; snaranjo@cirseiu.org; Michael Dennis; roger

marenco; Pete Wilson - Union 250A VP; cmoyer@nccrc.org; noah.frigault@sfgov.org;

sfdpoa@icloud.com; Mjayne@iam1414.org; Emanuel, Rachel (DEM); laborers261@gmail.com;

junko.laxamana@sfgov.org; jennifer.esteen@seiu1021.org; emathurin@cirseiu.org;

abush@cirseiu.org; sbabaria@cirseiu.org; anthony@dc16.us; mlobre@sfpoa.org; @sfpoa.org;

tracym@sfpoa.org; mleach@ibt856.org; rooferslocal40@gmail.com; sal@local16.org;

Criss@sfmea.com; Julie.Meyers@sfgov.org; seichenberger@local39.org; jason.klumb@seiu1021.org; Camaguey@sfmea.com; ablood@cirseiu.org; kcartermartinez@cirseiu.org; ecassidy@ifpte21.com;

WendyWong26@yahoo.com; wendywong26@yahoo.com; sarah.wilson@seiu1021.org; kschumacher@ifpte21.org; kpage@ifpte21.org; tjenkins@uapd.com; eerbach@ifpte21.org; tmathews@ifpte21.org; amakayan@ifpte21.org; jb@local16.org; Ricardo.lopez@sfgov.org; Basconcillo, Katherine (PUC); Sandeep.lal@seiu1021.me; pcamarillo\_seiu@sbcglobal.net;

MR ains ford@local 39.org; Wendy. Frigillana@seiu 1021.org; pscreview@seiu 1021.org; pscreview@seiu 1021.org; pscreview. The second s

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; ramonliuna261@gmail.com;

ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org;

xiumin.li@seiu1021.org; Sin.Yee.Poon@sfgov.org; smcgarry@nccrc.org; rmitchell@twusf.org; grojo@local39.org; jduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org; L21PSCReview@ifpte21.org; sfsmsa@gmail.com; bart@dc16.us; david.canham@seiu1021.org; jtanner940@aol.com; Osha Ashworth; L21PSCReview@ifpte21.org; laborers261@gmail.com;

local200twu; speedy4864@aol.com; Christina@sfmea.com; ecdemvoter@aol.com;

thomas.vitale@seiu1021.org; Nuque, Amy; dhr-psccoordinator@sfgov.org

**Subject:** Receipt of Notice for new PCS over \$100K PSC # 48672 - 22/23

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

RECEIPT for Union Notification for PSC 48672 - 22/23 more than \$100k

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a request for a Personal Services Contract (PSC) 48672 - 22/23 for \$411,600 for Initial Request services for the period 12/01/2022 – 06/30/2026. Notification of 30 days (60

days for SEIU) is required.

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

http://apps.sfgov.org/dhrdrupal/node/19257 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)

# Scope and Budget for A. Philip Randolph Institute San Francisco as part of the Bayview Community Shuttle Project

#### General

The Bayview Community Shuttle Project is a pilot funded by the California Air Resources Board (CARB) through their Sustainable Transportation Equity Project (STEP) Program to provide an ondemand shuttle service program for the Bayview-Hunters Point Community. The program seeks to respond to the following community needs identified in the Bayview Community Based Transportation Plan (adopted in 2020):

- Bring a Community Shuttle Program back to Bayview-Hunters Point
- Connect residents to regional transit, jobs, and other critical destinations
- Create sustainable jobs in Bayview-Hunters Point
- Improve mobility options, especially for low-income residents, youth and seniors
- Community decision-making & Community Control

The overarching purpose of the STEP Program is to increase transportation equity in disadvantaged and low-income communities throughout the State. A. Philip Randolph Institute (APRI) San Francisco, a community-based organization, is identified in the CARB grant proposal to participate in the Shuttle Project Committee and to conduct community outreach & engagement as part of the Bayview Community Shuttle Project.

The Contractor listed in this scope of work will be sole-source contracted by the SFMTA. Contractor will submit invoices for payment on a milestone basis rather than time & materials.

For all deliverables listing comments provided by the contractor, comments shall be submitted within 5 business days of materials circulated by the SFMTA unless a different review period is mutually agreed upon.

Total Contract value: \$411,600

#### Task 1 – Proposal Administration - \$20,000

#### Project Kick-Off Meeting

The Contractor will attend a project kick-off meeting organized and led by SFMTA staff. This meeting will include all contractors, relevant SFMTA division representation, relevant City agency representation, and a CARB representative. The agenda will include, but not be limited to:

- Project Tasks, Timelines, and Milestones
- Collaborative process for updating and finalizing the Partnership Agreement (attached)
- Project design and community engagement, outreach, and education activities
- Content and format of quarterly reports and final reports
- Schedule for ongoing coordination meetings
- Participant surveys and reporting

Other items, as necessary

#### Invoicing

Contractor will submit quarterly invoices to the SFMTA Program Manager, listing deliverables and corresponding fees on a milestone basis.

#### Reporting

Contractor will submit quarterly reports on project activities to the SFMTA Program Manager.

Deliverable 1a - Attendance at Project Kick-Off Meeting

<u>Deliverable 1b</u> – Comments and approval of final Partnership Agreement

<u>Deliverable 1c</u> – Submit quarterly invoices

<u>Deliverable 1d</u> – Submit quarterly progress reports

#### Task 4 – Community Shuttle Workforce Development - \$399,600

The Bayview Community Shuttle's Workforce Development Program will recruit, train and hire local Bayview residents as drivers. Positions hired by the shuttle contractor through this program will be guaranteed equivalent wages and benefits to Teamster 665 Local positions. Program graduates will be referred into the OEWD CityDrive program to earn a Class B permit and gain entry to the Muni operator employment pool. Residents enrolled in the program, but not able to complete the training or gain referral to the Class B permit program will be integrated into other ongoing workforce opportunities run through A. Philip Randolph Institute and Young Community Developers. This may include training and hiring for other positions within the Community Shuttle program.

#### 4.1 Convene the Workforce Development Project Committee (\$20,000)

**Project Committee Meetings** – Contractor to convene the Workforce Development Project Committee. Project Committee makeup and operations will conform to the Partnership Agreement. Membership will include:

- A Philip Randolph Institute (Chair)
- SFMTA STEP Project Manager
- SFMTA Transit
- Office of Economic & Workforce Development
- Young Community Developers
- Two nominated community representees, selected by the Community Congress

Project Committee membership, as listed in the Partnership Agreement, is limited to sub-grantee partners directly involved in program & project delivery for each given project within the overall grant program. Project Committee scope is:

- 1. Coordination of Workforce Activities
- 2. Report outs of implementation progress to the Community Congress

Meetings of the Workforce Development Project Committee will be held quarterly. Contractor to develop agenda and document meeting minutes.

4.2 Recruit and train local residents of Bayview-Hunters Point (\$259,600)

Contractor to provide training to local residents of Bayview-Hunters Point to be employed as drivers for the Bayview Community Shuttle. Training class participants will be referred to the Contractor's training program by a sub-grantee as well as through the Contractor's own recruitment efforts.

The Contractor will conduct deep engagement and promotion specifically to ensure this transportation career pathway is available to low-income, youth, and other vulnerable residents. Special emphasis will be placed on job placement & recruiting with youth and HOPESF affordable housing site residents. Contractor to work with other sub-grantees to use their communication networks with Bayview-Hunters Point to publicize the availability of the workforce development program to recruit participants. Networks include, but are not limited to, Black led organizations, local newspapers, community leaders, churches, and community stakeholders. Planned outreach and education will be evaluated based on the number of residents reached and the number of residents enrolled in the program. The program will also track barriers to enrollment among target communities and seek methods to overcome those barriers. Methods include hands-on skills training, supportive services for participants, access to mentorship services, Vocational English as a Second Language (VOSL) classes offered through City College of San Francisco, tutoring, and job-readiness training. Outreach and enrollment will also seek to track demographic information to better evaluate how well hard-to-reach populations are being reached.

Contractor to design and implement an Occupational Skills Training (OST) curriculum for Class C Driver Training via in-person, virtual or hybrid mechanisms. Intake approximately 60 participants to the Training program per year for the length of the STEP grant period. The Class C trainings will consist of Orientation, Commercial Driver's License General Knowledge, Passenger Vehicles, and Airbrakes. Additional provided services are Medical/Physical Test, Birth Certificate Obtainment, Job Referral Services, and Transport to DMV for testing.

In coordination with the future shuttle provider, Contractor to also provide training on shuttle operations such as pick-up drop off procedures, wheelchair accessible accommodations, fare payment system and an overview of the shuttle's dynamic routing system. Trainings are funded through the duration of the Bayview Shuttle Program.

Contractor to create and maintain individual case files to track measured outcomes and include assessments and evaluations for each enrolled program participant. Contractor to provide follow up services to program participant within 1 quarter of training

completion to provide help on obtaining employment if the participant has yet to find employment in the field of training. Individuals that do not complete training program will be referred to other workforce programming opportunities.

4.3 Complete Driver Trainings (\$60,000)

Complete Class C driver trainings for 20 to 30 enrolled participants per year, for the length of the STEP grant period.

4.4 Refer 10 to 15 participants to the CityDrive Class B permit program per year (\$60,000)

Refer 10 to 15 participants to the CityDrive Class B permit program per year for the length of the STEP grant period. The Class B permit program also puts community shuttle drivers on the path to employment as a Muni bus operator.

<u>Deliverable 4.1a</u> – Roster list of Workforce Development Project Committee

<u>Deliverable 4.1b</u> – Meeting Minutes of Quarterly Workforce Development Project Committee Meetings

<u>Deliverable 4.2a</u> – Quarterly Program Enrollment Lists

<u>Deliverable 4.2b</u> – Class Training Curriculum

<u>Deliverable 4.2c</u> – Quarterly Report on Staff Activities, Training Progress and Outcomes for Program Members

<u>Deliverable 4.3</u> – Class C completion roster list

<u>Deliverable 4.4</u> – CityDrive Class B Program Referral Lists

#### **GRANT AGREEMENT COVER SHEET**

	GRANT NUMBER STEP-IG-04
NAME OF GRANT PROGRAM	
Sustainable Transportation and Communities Division	
GRANTEE NAME	
San Francisco Municipal Transportation Agency	
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER	TOTAL GRANT AMOUNT NOT TO EXCEED
94-6000417	\$1,940,936.00
START DATE: 8/11/2022	END DATE: 3/31/2026

This legally binding Grant Agreement, including this cover sheet and Exhibits attached hereto and incorporated by reference herein, is made and executed between the State of California, California Air Resources Board (CARB) and San Francisco Municipal Transportation Agency (the "Grantee").

Exhibit A – Grant Provisions

Exhibit B - Work Statement

Exhibit B, Attachment 1 – Budget Summary

Exhibit B, Attachment 2 – Task Summary and Details

Exhibit B, Attachment 3 - Task and Disbursement Schedule

Exhibit B, Attachment 4 - Key Project Personnel

Exhibit C – Grantee Proposal Package

Exhibit D - Grant Solicitation Package

Exhibit E - Payee Data Record

This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until it receives written approval from CARB.

The undersigned certifies under penalty of perjury that they are duly authorized to bind the parties to this Grant Agreement.

STATE AGENC	Y NAME		GRANTEE'S NAM	ME (PRINT OR TYPE)				
California	Air Resources Board	San Francisco Municipal Transportation Agency						
SIGNATURE OI	F ARB'S AUTHORIZED SIGNATORY:	SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION)						
TITLE DATE			TITLE DATE					
STATE AGENC	Y ADDRESS		GRANTEE'S ADD	RESS (INCLUDE STRI	EET, CITY, STATE AND ZI	IP CODE)		
1001 I Str	reet, Sacramento, CA 95814	One South Van Ness, San Francisco, California 94103						
		CERTIFICA	TION OF FL	JNDING				
AMOUNT ENCU	MBERED BY THIS AGREEMENT	PROGRAM	PROJECT ACTIVITY					
\$1,940,93	6.00	350000	00L15 3900CLEAN 3228CLEAN21				AN21	
	ENCUMBERED FOR THIS AGREEMENT	FUND TITLE						
\$0.00			Greenhouse Gas Reduction Fund 3228					
TOTAL AMOUN	FENCUMBERED TO DATE	(OPTIONAL USE)	(OPTIONAL USE)				STATUTE	
\$1,940,93	6.00					69	2021 SB129	
APPR REF 101	ACCOUNT/ALT ACCOUNT 5432000	i	REPORTING STRUCTURE 39006100			FISCAL YEAR (I		
I hereby cert	I hereby certify that the California Air Resources Board Legal Office has reviewed this Grant Agreement.							
SIGNATURE OF	CALIFORNIA AIR RESOURCES BOARD LEGA	Harl		DATE 8-9-2	22			

# **Grant Agreement**

Our Community, Our Shuttle: Bayview-Hunters
Point Equitable Mobility
San Francisco Municipal Transportation Agency

Sustainable Transportation and Communities Division California Air Resources Board August 2022

Grant Number: STEP-IG-04





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Please see page 54 for the rest of the grant information.

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

Department: MUNICIPAL TR	<u>ATA</u>	Dept. C	Code: <u>MTA</u>		
Type of Request:	☑Initial	$\square$ Modificat	ion of an existi	ng PSC (PSC #	)
Type of Approval:	□Expedited	☑Regular	□Annual	☐ Continuing	☐ (Omit Posting)
Type of Service: <u>Specialized</u> <u>Contracts</u> Funding Source: <u>Federal Fu</u>		ort in prepara		cuments for Job O	<u>rder</u>
PSC Amount: \$2,000,000					
1. Description of Work  A. Scope of Work/Service The proposed work is to perform technical specifications a containing 150,000-200,0 JOC system; and providin JOC program. This consul actual construction task of the service of the similar in purpose and further smaller construction projuging completed first. The Agent emergencies. With a JOC and compliance processed Denial of this request will negatively impact the delication.	provide profess nd developing a 000 items of wo g proprietary se Itant contract is orders issued af e is necessary a nction to as-ne ects started with ncy uses a JOC s system in place es are more effe I delay the com livery of transit	ional services lob Order Cor ork; training stoftware and no performance ter the maste and the consected constructions the need system for sime, time-consulations of the services to the	atract System Laff and contract and contract and contract and few construction are constructed for design are public.  Agency's small apple public.	Unit Price Books (Joctors for an SFMTA pols to administer the sare paid as percontracts are aways. JOCs enable the standard bid/awarded procing the need to desire the same and contract bidding of an expert JOIII construction programs.	DC UPB) A-customized the SFMTA's centages of rded.  SFMTA to get ocesses to be eclare ng, awarding, oc consultant. jects, and thus
previous PSC, attach of Yes. These services had Civil Service Commiss	copy of the mos	st recently appled in the pas	proved PSC.	·	
D. Will the contract(s) be No	renewed?				
E. If this is a request for a existing PSC by anoth The contract duration years to account for t	er five years, pl	ease explain to be for five	why. years, howeve	r, the PSC duration	
2. Reason(s) for the Reques  A. Indicate all that apply		d attach any re	elevant suppor	ting documents):	

an operator).

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

#### B. Explain the qualifying circumstances:

As stated above, the consultant specializes in providing an alternative, specialized contracting system. None of the Civil Service Classifications has developed or can offer such a program.

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

- A. Specify required skills and/or expertise: The consultant must be able to prepare a Unit Price Book containing at least 100,000 unit prices covering material and labor costs for various units of construction; adjustment of those unit costs to current market conditions; prepare and publish technical specifications for Divisions 2-16 describing the materials, performance and installation requirements for each of the construction tasks listed in the Unit Price Book including annual updating as necessary; and, in conjunction with City staff, develop and publish the Contracts and Forms; provide software to manage contracts for construction; all in accordance with the needs and requirements of the various City departments.
- 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, however, the consultant under PSC#4071 09/10 had provided the City with the Unit Price Book and JOC management software, both copyrighted. The service provider under this PSC will be expected to do the same.

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

None, due to the extensive and proprietary nature of information and software provided by the current service provider.

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

- A. Explain why civil service classes are not applicable.
  - The consultant specializes in developing an alternative, specialized contracting system. None of the Civil Service Classifications has developed such a program. Specialized expertise and extensive research are needed to provide over 100,000 unit prices for construction projects. The program, while adjusted for use by City staff, is also provided to several agencies across the nation.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, it is not, as this is a specialized service. One civil service class would not cover the breadth of services to be performed.

#### 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. 20-25 employees, 8 hrs/employee Civil Service classifications: 5120 Architectural Administrator, 5502/5504/5506 Project Managers, 5211 Senior Engineer/Architect, 5174 Administrative Engineer, 5241 Engineer, 5207 Associate Engineer, 5203 Assistant Engineer, 5201 Junior Engineer, 5268 Architect, 5366 Engineering Associate, 5265/5266 Architectural Associates, 1840/1842/1844 Management Assistants, 1820/1822/1824 Administrative Analysts. Training will be on how the JOC task order is developed and used; how to review JOC task order proposals using the JOC software and Unit Price Book; and how to prepare reports and contract documents using the JOC 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. <u>Union Notification</u>: On <u>10/07/2022</u>, the Department notified the following employee organizations of this PSC/RFP request: all unions were notified

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

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

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

#### FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 48705 - 22/23

DHR Analysis/Recommendation: Commission Approval Required DHR Approved for 01/25/2023 Civil Service Commission Action:

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

#### Nuque, Amy

From: dhr-psccoordinator@sfgov.org on behalf of amy.nuque@sfmta.com

**Sent:** Friday, October 7, 2022 9:51 PM

**To:** Nuque, Amy; najuawanda.daniels@seiu1021.org; pking@uapd.com; president@sanfranciscodsa.com; max.porter@seiu1021.org; kennethlomba@gmail.com; snaranjo@cirseiu.org; Michael Dennis; roger

marenco; Pete Wilson - Union 250A VP; cmoyer@nccrc.org; noah.frigault@sfgov.org;

sfdpoa@icloud.com; Mjayne@iam1414.org; Emanuel, Rachel (DEM); laborers261@gmail.com;

junko.laxamana@sfgov.org; jennifer.esteen@seiu1021.org; emathurin@cirseiu.org;

abush@cirseiu.org; sbabaria@cirseiu.org; anthony@dc16.us; mlobre@sfpoa.org; @sfpoa.org;

tracym@sfpoa.org; mleach@ibt856.org; rooferslocal40@gmail.com; sal@local16.org;

Criss@sfmea.com; Julie.Meyers@sfgov.org; seichenberger@local39.org; jason.klumb@seiu1021.org; Camaguey@sfmea.com; ablood@cirseiu.org; kcartermartinez@cirseiu.org; ecassidy@ifpte21.com;

WendyWong26@yahoo.com; wendywong26@yahoo.com; sarah.wilson@seiu1021.org; kschumacher@ifpte21.org; kpage@ifpte21.org; tjenkins@uapd.com; eerbach@ifpte21.org; tmathews@ifpte21.org; amakayan@ifpte21.org; jb@local16.org; Ricardo.lopez@sfgov.org; Basconcillo, Katherine (PUC); Sandeep.lal@seiu1021.me; pcamarillo\_seiu@sbcglobal.net; MRainsford@local39.org; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org;

pkim@ifpte21.org; agonzalez@iam1414.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; gail@sffdlocal798.org; cityworker@sfcwu.org;

davidmkersten@gmail.com; djohnson@opcmialocal300.org; ramonliuna261@gmail.com;

ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org;

xiumin.li@seiu1021.org; Sin.Yee.Poon@sfgov.org; smcgarry@nccrc.org; rmitchell@twusf.org; grojo@local39.org; jduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org; L21PSCReview@ifpte21.org; sfsmsa@gmail.com; bart@dc16.us; david.canham@seiu1021.org; jtanner940@aol.com; Osha Ashworth; L21PSCReview@ifpte21.org; laborers261@gmail.com;

local200twu; speedy4864@aol.com; Christina@sfmea.com; ecdemvoter@aol.com;

thomas.vitale@seiu1021.org; Nuque, Amy; dhr-psccoordinator@sfgov.org

**Subject:** Receipt of Notice for new PCS over \$100K PSC # 48705 - 22/23

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

RECEIPT for Union Notification for PSC 48705 - 22/23 more than \$100k

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a request for a Personal Services Contract (PSC) 48705 - 22/23 for \$2,000,000 for Initial Request services for the period 12/02/2022 – 12/01/2027. Notification of 30

days (60 days for SEIU) is required.

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

http://apps.sfgov.org/dhrdrupal/node/19279 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: <u>N</u>	IUNICIPAL TRANS	PORTATION AGE	ENCY Dept. Code: MTA				
Type of Request:							
Type of Approval:	□Expedited	☑Regular	□Annual	☐ Continuing	☐ (Omit Posting)		
Type of Service	: <u>Document Prep</u>	<u>oaration Services</u>	<u>&amp; Implementation</u>	<u>on Support For Jol</u>	Order Contracting		
Funding Source: Federal, State & Local Funds							
PSC Original Ap	proved Amount:	\$2,000,000	PSC Original App	proved Duration:	<u>01/15/10 - 01/14/15 (5 years)</u>		
PSC Mod#1 Am	ount: <u>no amoun</u>	<u>t added</u>	PSC Mod#1 Duration: <u>01/15/15-10/31/16 (1 year 41 weeks)</u>				
PSC Mod#2 Amount: no amount added PSC Mod#2 Duration: 11/01/16-10/31/18 (2 years)							
PSC Mod#3 Am	ount: <u>no amoun</u>	<u>t added</u>	PSC Mod#3 Duration: <u>11/01/18-05/20/19 (28 weeks 5 days)</u>				
PSC Cumulative	Amount Propos	ed: \$2,000,000	PSC Cumulative Duration Proposed: 9 years 18 weeks				

#### 1. <u>Description of Work</u>

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

Professional Services to prepare technical specifications and Unit Price Books containing 150,000-200,000 items of work. Train staff and contractors for an SFMTA-customized job order contracting system. Provide proprietary software and management tools to administer the job order contracting program. This consultant contract is performance based, and fees are paid as a percentage of actual construction task orders issued after the master construction contracts are awarded.

- B. Explain why this service is necessary and the consequence of denial:
- A consultant with expertise in preparing job order contract (JOC) documents is critical since no City staff have this specialized knowledge. JOCs are similar to as-needed construction contracts, and are valuable because of the ability to get smaller construction projects started immediately instead of waiting for design or bid/award process. JOCs can also be utilized for simple emergency jobs and hence reduce the need to declare emergencies. With a JOC, all the time consuming process of bid/award and contract compliance is managed once in the beginning with the help of a specialized JOC consultant. Denial of this request will delay small construction contracts and could negatively impact transit services to the public.
- C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

Via PSC 4071-09/10, as modified

- D. Will the contract(s) be renewed? Yes.
- E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:

This request for modification is so the SFMTA may continue work on the unfinished project.

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

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

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

Explain the qualifying circumstances:

Specialized expertise, software and extensive research needed to provide over 200,000 unit prices for construction jobs, including detail of all construction means and methods. Work is needed on an as needed basis only.

B. Reason for the request for modification:

This modification is for an Extension of Duration only.

#### 3. <u>Description of Required Skills/Expertise</u>

- A. Specify required skills and/or expertise: Knowledge and expertise in researching over 200,000 unit prices covering material, equipment and labor costs for various units of construction within the Bay Area; preparation of technical specifications, means and methods; provide procurement support, execution procedures, Windows compatible software to manage contracts for construction.
- 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. <u>If applicable, what efforts has the department made to obtain these services through available resources within the City?</u>

Not Applicable

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

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

  Specialized expertise, software and extensive research needed to provide over 200,000 unit prices for construction jobs, including detail of all construction means and methods.
- 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, work is needed on an as needed basis only.

#### 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. Approximately 30-40 hrs. of training on JOC contracting process.
- 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.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.

The Gordian Group.

**7.** <u>Union Notification</u>: On <u>02/19/18</u>, the Department notified the following employee organizations of this PSC/RFP request: <u>all unions were notified</u>

☑ 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 South Van Ness Avenue, 6th Floor, San Francisco, CA 94103

#### FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4071 - 09/10 DHR Analysis/Recommendation: Commission Approval Not Required

Approved by DHR on 03/12/2018

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

Department:	MUNICIPAL TRANS	PORTATION AGE	<u>NCY</u>	Dept. 0	Code: <u>MTA</u>				
Type of Request:									
Type of Approval:	$\Box$ Expedited	<b>☑</b> Regular	$\square$ Annual	☐ Continuing	☐ (Omit Posting)				
Type of Servi	ce: <u>Document Prep</u>	paration Services	<u>&amp; Implementa</u>	tion Support For Job	Order Contracting				
Funding Sour	Funding Source: Federal, State & Local Funds								
PSC Original A	Approved Amount:	<u>\$2,000,000</u>	PSC Original A	Approved Duration:	<u>01/15/10 - 01/14/15 (5 years)</u>				
PSC Mod#1 A	mount: <u>no amoun</u>	<u>t added</u>	PSC Mod#1 D	uration: <u>01/15/15-1</u>	<u>10/31/16 (1 year 41 weeks)</u>				
PSC Mod#2 A	mount: <u>no amoun</u>	<u>t added</u>	PSC Mod#2 D	uration: <u>11/01/16-</u> 2	<u>10/31/18 (2 years)</u>				
PSC Cumulati	ve Amount Propos	ed: <u>\$2,000,000</u>	PSC Cumulati	ve Duration Propose	ed: <u>8 years 41 weeks</u>				
A. Scope of Profession items of w proprietary contract is	1. Description of Work A. Scope of Work/Services to be Contracted Out: Professional Services to prepare technical specifications and Unit Price Books containing 150,000-200,000 items of work. Train staff and contractors for an SFMTA-customized job order contracting system. Provide proprietary software and management tools to administer the job order contracting program. This consultant contract is performance based, and fees are paid as a percentage of actual construction task orders issued after the master construction contracts are awarded.								
A consultal this special the ability process. JC emergencionce in the	B. Explain why this service is necessary and the consequence of denial:  A consultant with expertise in preparing job order contract (JOC) documents is critical since no City staff have this specialized knowledge. JOCs are similar to as-needed construction contracts, and are valuable because of the ability to get smaller construction projects started immediately instead of waiting for design or bid/award process. JOCs can also be utilized for simple emergency jobs and hence reduce the need to declare emergencies. With a JOC, all the time consuming process of bid/award and contract compliance is managed once in the beginning with the help of a specialized JOC consultant. Denial of this request will delay small construction contracts and could negatively impact transit services to the public.								
attach	service been provio copy of the most re C 4071-09/10.			he service was prov	rided under a previous PSC,				
D. Will the Yes.	contract(s) be rene	wed?							
by ano	ther five years, plea	ase explain why:		f your request is to o	extend (modify) an existing PSC nished project.				
	<b>for the Request</b> all that apply								
☑ Short-te	rm or capital projec	cts requiring dive	erse skills, expe	rtise and/or knowle	dge.				
✓ Services	required on an as-	needed, intermit	tent, or period	ic basis (e.g., peaks	in workload).				

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

Explain the qualifying circumstances:

Specialized expertise, software and extensive research needed to provide over 200,000 unit prices for construction jobs, including detail of all construction means and methods. Work is needed on an as needed basis only.

B. Reason for the request for modification:

This modification is for an Extension of Duration only.

#### 3. <u>Description of Required Skills/Expertise</u>

- A. Specify required skills and/or expertise: Knowledge and expertise in researching over 200,000 unit prices covering material, equipment and labor costs for various units of construction within the Bay Area; preparation of technical specifications, means and methods; provide procurement support, execution procedures, Windows compatible software to manage contracts for construction.
- 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. <u>If applicable, what efforts has the department made to obtain these services through available resources within the City?</u>

Not Applicable

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

- A. Explain why civil service classes are not applicable.
  - Specialized expertise, software and extensive research needed to provide over 200,000 unit prices for construction jobs, including detail of all construction means and methods.
- 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, work is needed on an as needed basis only.

#### 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. Approximately 30-40 hrs. of training on JOC contracting process.
- C. Are there legal mandates requiring the use of contractual services?
  No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
   No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.

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

The Gordian Group.

**7.** <u>Union Notification</u>: On <u>06/29/16</u>, the Department notified the following employee organizations of this PSC/RFP request: <u>all unions were notified</u>

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

Name: <u>Cynthia Hamada</u> Phone: <u>415.701.5381</u> Email: <u>cynthia.hamada@sfmta.com</u>

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

\*

#### FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4071 - 09/10

DHR Analysis/Recommendation: 09/19/2016

Commission Approval Required Approved by Civil Service Commission

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

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

Department: PUBLIC HEALT	<u> H DPH</u>			Dept. 0	Code: <u>DPH</u>	
Type of Request:	☑Initial	□Modificat	ion of an existi	ng PSC (PSC#	)	
Type of Approval:	□Expedited	<b>☑</b> Regular	$\square$ Annual	☐ Continuing	☐ (Omit Posting)	
Type of Service: Payment Gateway Services for the Department of Public Health						
Funding Source: General F	unds & Hospital	<u>Funds</u>	PSC	Duration: <u>6 yea</u>	<u>rs 1 day</u>	
PSC Amount: \$3,000,000						

#### 1. Description of Work

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

Selected suppliers will act as a gateway for credit card payment on a separate and secure external web server that redirects credit card information to a secure processing site. In addition, the selected suppliers may provide, either through rental or leasing, Payment Card Industry (PCI) compliant Point of Sale (POS) credit cared terminals as well as a fully PCI compliant gateway service.

- B. Explain why this service is necessary and the consequence of denial:
- This service is needed to process credit card payments for Department programs that utilize a POS system. Covered units are the cafeteria at both hospitals, Health Clinics, Pharmacy and any other unit that performs customer financial transactions with DPH customers, clients or patients. The transactions may originate inside of existing applications such as the Electronic Health Record, or dietary information system. The systems utilize proprietary standards that need response from qualified suppliers. Denial would prevent the Department from processing daily transactions, expanding current capabilities, and adversely impact workflows in terms of charging credit card payments by reducing speed and reliability. This can result in lost payments and revenues.
- 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 are currently performed inside existing contracts that subcontract with a payment gateway service or through existing City contracts. The Department wishes to contract directly with a payment gateway company because the Department has unique needs that are better served by a direct contract.
- D. Will the contract(s) be renewed?Yes
- E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.
  - Payment gateway services require pre-established connections and workflow to properly handle financial transactions from a point of sale system. The Department expects the need for these services to be ongoing.

#### 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:

Services that require resources that the City lacks: Yes, the selected contractor will provide a secure web server, application, and fully functional payment gateway designed to route credit card payments to the correct financial entity and properly credit of debit transaction to the benefit of the City.

#### 3. <u>Description of Required Skills/Expertise</u>

- A. Specify required skills and/or expertise: The selected provider shall provide a fully PCI compliant application as well as access to compliant POS terminals. The selected provider will also need to be a pre-approved vendor in the Epic electronic Health record application store. These approved vendors have a proven solution that works with the proprietary Epic specifications.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1052, IS Business Analyst; 1053, IS Business Analyst-Senior; 1054, IS Business Analyst-Principal; 1070, IS Project Director; 1824, Pr Administrative Analyst; 5502, Project Manager 1; 0922, Manager I;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, the selected contractor will provide a secure web server, application, and fully functional payment gateway designed to route credit card payments to the correct financial entity and properly credit of debit transaction to the benefit of the City. Payment gateway services require pre-established connections and workflow to properly handle financial transactions from a point of sale system. The transactions may originate from within applications in use at the Department where the Department does not have access to the underlying code for the software applications.

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

The Department has utilized a vendor called Clover; however, Clover is incompatible with current systems and a workaround is being implemented with poor affect.

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

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

  Payment gateway services require pre-established connections and workflow to properly handle financial transactions from a point of sale system. The transactions may originate from within
  - applications in use at the Department where the Department does not have access to the underlying code for the software applications. Electronic transactions require a proprietary and established payment gateway that has all required connections to various financial institutions.
- 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. Payment gateway services require pre-established connections and workflow to properly handle financial transactions from a point of sale system. The transactions may originate from within applications in use at the Department where the Department does not have access to the underlying code for the software applications. Electronic transactions require a proprietary and established payment gateway that has all required connections to various financial institutions.

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v.	~~	uulu	viia		IIIIauvii

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 services predominately happen on the "back-end" financial processing. The primary interaction with the gateway would be the operation of credit card terminals, which require little to no training. Information technology staff will have the opportunity to learn industry best practices, and will also have the opportunity to learn about latest methods of integration with compliant Payment Card Industry (PCI) processing.
- 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.** <u>Union Notification</u>: On  $\underline{11/09/2022}$ , the Department notified the following employee organizations of this PSC/RFP request:

Municipal Executive Association; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21

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

Name: Kelly Hiramoto Phone: 415-255-3492 Email: kelly.hiramoto@sfdph.org

Address: 1380 Howard St. Rm 419b San Francisco, CA 94103

#### FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 43097 - 21/22

DHR Analysis/Recommendation: Commission Approval Required DHR Approved for 01/25/2023 **Civil Service Commission Action:** 

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

#### Receipt of Notice for new PCS over \$100K PSC # 43097 - 21/22

dhr-psccoordinator@sfgov.org <dhr-psccoordinator@sfgov.org> on behalf of

kelly.hiramoto@sfdph.org <kelly.hiramoto@sfdph.org>

Wed 11/9/2022 9:57 AM

To: Hiramoto, Kelly (DPH) <kelly.hiramoto@sfdph.org>;WendyWong26@yahoo.com <WendyWong26@yahoo.com>;WendyWong26@yahoo.com <WendyWong26@yahoo.com>;WendyWong26@yahoo.com>;WendyWong26@yahoo.com>;WendyWong26@yahoo.com>;WendyWong26@yahoo.com>;WendyWong26@yahoo.com>;keschumacher@ifpte21.org <kschumacher@ifpte21.org>;kschumacher@ifpte21.org <kschumacher@ifpte21.org>;hteschumacher@ifpte21.org>;Laxamana, Junko (DBI) <Junko.Laxamana@sfgov.org>;Criss@sfmea.com <cri>criss@sfmea.com>;camaguey@sfmea.com>;christina@sfmea.com <christina@sfmea.com>;staff@sfmea.com>;staff@sfmea.com>;Nguyen, Lilly (DPH) lilly.nguyen@sfdph.org>;DHR-PSCCoordinator, DHR (HRD) <dhr-psccoordinator@sfgov.org>

RECEIPT for Union Notification for PSC 43097 - 21/22 more than \$100k

The PUBLIC HEALTH -- DPH has submitted a request for a Personal Services Contract (PSC) 43097 - 21/22 for \$3,000,000 for Initial Request services for the period 01/01/2023 – 12/31/2028. 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/18495 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  $\ensuremath{\mathsf{NOT}}$ 

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	□Modificat	ion of an existi	ng PSC (PSC #	)	
Type of Approval:	□Expedited	☑Regular	□Annual	$\Box$ Continuing	☐ (Omit Posting)	
Type of Service: General S	<u> Services – Uninte</u>	rrupted Powe	er Supply Maint	<u>cenance, Inspectio</u>		
Funding Source: Water Er	nterprise Operati	ng Funds	PSC	Duration: <u>7 year</u>	<u>'s 1 day</u>	
PSC Amount: <u>\$2,750,000</u>						
<ul> <li>Description of Work</li> <li>A. Scope of Work/Services to be Contracted Out:         The purpose of this contract is to provide Preventive Maintenance, Inspection and As-Needed Repair Services for the three Caterpillar Flywheel UPS units Model # 1200S units at the Tesla UV Treatment Facility. The work includes:     </li> <li>Level 1 PM (General and System Visual Inspections),</li> <li>Level 2 PM (General and System Visual Inspections and Checks), Air Filters Cleaning, Vacuum Pump Oil Change, Bearing Replacement, Controller Board Battery Replacement, Capacitors Replacement, Cable and Bus Connections Check</li> </ul>						
B. Explain why this serv The proper functionalit Tesla UV Treatment Fac decreased reliability of quality violations due to	y of these Flywho ility in the event the Flywheel UP	eel UPS units of a power ou S units and po	are critical in m utage. Consequ otential interru	naintaining the ope ences of denial inc ption of water deli	clude very or water	
C. Has this service been previous PSC, attack This preventive mai copy of the contract	n copy of the mos	st recently ap	proved PSC.	·		
D. Will the contract(s) b	e 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 Tesla UV Treatment Facility is a critical facility within the water supply system. The flywheel UPS units are critical to the uninterrputed treatment of water at this facility and having a preventive maintenance contract in place for the maximum allowed number of years would ensure proper functionality of these units. We plan to issue a 5-year contract with an option to renew for 2 additional years. After this period of 7 years, there is a likelihood that the existing UPS will become obsolete and will be replaced. The current five-year contract has a dollar capacity of \$1,600,000, or \$320,000 per year. We are seeking approval for the same per-year amount plus an additional 20% in order account for higher, inflated prices under current economic conditions.

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

- A. Indicate all that apply (be specific and attach any relevant supporting documents):
- ✓ Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).
- Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator).
- B. Explain the qualifying circumstances:

The nature of the maintenance, inspection, and repair work occurs on a periodic basis, not a weekly or daily basis. Civil service staff cannot perform this work due to proprietary controls on the equipment, insufficient expertise and certifications, and not having the required specialized tools and equipment in order to perform the work.

#### 3. <u>Description of Required Skills/Expertise</u>

- A. Specify required skills and/or expertise: Contractor must be an Authorized Carterpillar Dealer with a minimum of five (5) years experience in the maintenance, inspection, service, troubleshooting, and repairs of Caterpillar Flywheel UPS equipment in order to qualify for the work. Maintenance and replacement of air filters, rectifiers, inverters, static switches, and power supplies. Performing vacuum pump oil changes, UPS flywheel bearings replacement and their corresponding removable cartridges, MMU and CSHV controller board lithium ion battery replacement, and inverter capacitors replacement. Failure to have a contractor authorized to perform the work will void the warranty of the units.
- 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. <u>If applicable, what efforts has the department made to obtain these services through available resources within the City?</u>

N/A

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

- A. Explain why civil service classes are not applicable.
  - Due to maintenance needs of critical treatment and drinking water facilities and critical equipment, we currently do not have the staff to support work on the Flywheel UPS units. These units have proprietary controls which we do not have access to, also a lack of expertise and certifications on these UPS units.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. Civil service staff cannot perform this work due to proprietary controls on the equipment, insufficient expertise and certifications, and not having the required specialized tools and equipment in order to perform the work.

#### 6. Additional Information

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

No.

- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
  - No. The contract work does not call for training. Also, we are not requiring that contractor staff be authorized to conduct manufacturer-certified training.
- C. Are there legal mandates requiring the use of contractual services? No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
- 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. <u>Union Notification</u>: On <u>11/10/2022</u>, the Department notified the following employee organizations of this PSC/RFP request:

all unions were notified

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

Name: Shawndrea Hale Phone: (415) 551-4540 Email: shale@sfwater.org

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

\*

#### FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC#<u>41894 - 22/23</u>

DHR Analysis/Recommendation: Commission Approval Required DHR Approved for 01/25/2023 **Civil Service Commission Action:** 

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

From: <u>dhr-psccoordinator@sfgov.org</u> on behalf of <u>shale@sfwater.org</u>

To: Hale, Shawndrea M.; pkim@ifpte21.org; najuawanda.daniels@seiu1021.org; pking@uapd.com;

president@sanfranciscodsa.com; max.porter@seiu1021.org; kennethlomba@gmail.com; snaranjo@cirseiu.org; mdennis@twusf.org; rmarenco@twusf.org; pwilson@twusf.org; cmoyer@nccrc.org; noah.frigault@sfgov.org;

sfdpoa@icloud.com; Mjayne@iam1414.org; Emanuel, Rachel (DEM); laborers261@gmail.com; junko.laxamana@sfgov.org; jennifer.esteen@seiu1021.org; emathurin@cirseiu.org; abush@cirseiu.org;

sbabaria@cirseiu.org; anthony@dc16.us; mlobre@sfpoa.org; tracym@sfpoa.org; mleach@ibt856.org;

rooferslocal40@gmail.com; sal@local16.org; Criss@sfmea.com; Julie.Meyers@sfgov.org;

seichenberger@local39.org; jason.klumb@seiu1021.org; Camaguey@sfmea.com; ablood@cirseiu.org; kcartermartinez@cirseiu.org; ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com;

sarah.wilson@seiu1021.org; kschumacher@ifpte21.org; kpage@ifpte21.org; tjenkins@uapd.com;

eerbach@ifpte21.org; tmathews@ifpte21.org; amakayan@ifpte21.org; jb@local16.org; Ricardo.lopez@sfgov.org; Basconcillo, Kathy; Sandeep.lal@seiu1021.me; pcamarillo seiu@sbcglobal.net; MRainsford@local39.org; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; pkim@ifpte21.org; agonzalez@iam1414.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; gail@sffdlocal798.org; cityworker@sfcwu.org; davidmkersten@gmail.com; djohnson@opcmialocal300.org; ramonliuna261@gmail.com; ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org; xiumin.li@seiu1021.org; Sin.Yee.Poon@sfgov.org;

smcgarry@nccrc.org; rmitchell@twusf.org; grojo@local39.org; jduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org; L21PSCReview@ifpte21.org; sfsmsa@gmail.com; bart@dc16.us; david.canham@seiu1021.org; jtanner940@aol.com; oashworth@ibew6.org; L21PSCReview@ifpte21.org; laborers261@gmail.com; local200twu@sbcglobal.net; speedy4864@aol.com; Christina@sfmea.com; ecdemvoter@aol.com; thomas.vitale@seiu1021.org; Hale, Shawndrea M.; dhr-psccoordinator@sfgov.org

Subject: Receipt of Notice for new PCS over \$100K PSC # 41894 - 22/23

**Date:** Thursday, November 10, 2022 4:20:39 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

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

RECEIPT for Union Notification for PSC 41894 - 22/23 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 41894 - 22/23 for \$2,750,000 for Initial Request services for the period 06/29/2023 - 06/28/2030. 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/19396 For union notification, please see the TO: field of the amail to verify receipt. If you do not see all the

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 UTIL	ITIES COMMISSIC	ON PUC		Dept. 0	Code: <u>PUC</u>
Type of Request:	☑Initial	$\square$ Modification of an existing PSC (PSC #			)
Type of Approval:	□Expedited	☑Regular	$\square$ Annual	$\Box$ Continuing	☐ (Omit Posting)
Type of Service: <u>Unarmed Security Guard</u>					
Funding Source: Operatin		PSG	Duration: <u>4 yea</u>	<u>rs</u>	
PSC Amount: <u>\$2,875,000</u>					

### 1. Description of Work

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

The City Distribution Division (CDD) of the San Francisco Utilities Commission (SFPUC) is responsible for the operation, maintenance and repair of the City's potable water distribution system, as well as the Auxiliary Water Supply System (AWSS), a high-pressure water supply system dedicated to firefighting. CDD is requesting the authority to hire security guards to be located at our 1990 Newcomb Avenue facility (1 guard) and 2000 Marin Street site of a future headquarters for CDD (1 guard on day shift, 2 on swing and 2 on graveyard shift). The security guard will screen and verify authorization of personnel entering the facility which will include employees, consultants, vendors delivering materials and supplies and personnel from other City departments coordinating work with CDD. The security guard will keep records of nonemployees entering the facility and any observed abnormal occurrences. The guard will also communicate with the CDD Dispatcher and/or 911 Dispatch to report any immediate life safety concerns. The security guard is necessary to ensure the safety of employees and visitors and to safeguard the materials and supplies located within the facilities boundaries and to prevent vandalism to the sites and existing buildings.

- B. Explain why this service is necessary and the consequence of denial:
- The service is neccessary to protect personnel and property at the exisiting SFWD HQ at 1990 Newcomb Avenue and to prevent vandalism and destruction of the property located at 2000 Marin Street site of the future SFWD HQ. Failure to provide this service could lead to loss or damage to property and unauthorized entry to grounds and facilities at both locations. Failure to provide authorization of this request will leave the yard vulnerable to the numerous homeless and others that have previously attempted to enter the yard and confronted employees in an aggressive manner. The materials, supplies and equipment that are stored at the yard are high value targets for thieves and include expensive tooling and copper tubing stored on work trucks. Campus buildings house personnel, personal items, computers, tools and infrastructure for the operation, maintenance and repair of the potable water system and AWSS. CDD is a 24/7 operation and responds to all 2nd alarm or greater fires. Loss of material and equipment to operate this system could leave firefighters without the water availability necessary to fight fires within the City and County of San Francisco.
- C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.
  This service was previously provided under the city-wide contract for unarmed and armed security services contract #86002.

- D. Will the contract(s) be renewed? No
- E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.

  not applicable

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

- A. Indicate all that apply (be specific and attach any relevant supporting documents):
- ✓ Immediately needed services to address unanticipated or transitional situations, or services needed to address emergency situations.
- ☑ Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).
- ✓ Cases where future funding is so uncertain that the establishment of new civil service positions, classes or programs is not feasible (including situations where there is grant funding).
- B. Explain the qualifying circumstances:

Staffing is for a limited term as CDD will be moving to a new facility in 5 years and at that time may no longer require these services. Funding may also be an issue as drought and reductions in water usage in the CCSF due to COVID and its aftermath have seriously reduced the enterprises funding.

### 3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Under general supervision, patrols public buildings and grounds to safeguard property against damage, hazardous situations, or unauthorized entry; and performs related duties as required. Requires responsibility for: enforcing rules and regulations governing the access to and use of public facilities; preparing routine reports of time and work done; making routine contact with general public and operating personnel in the patrolling and safeguarding of public facilities.
- B. Which, if any, civil service class(es) normally perform(s) this work? 8202, Security Guard;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No

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

Sufficient available staffing to cover the quantity and term of the needed service is not currently unavailable to meet the department's needs.

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

- A. Explain why civil service classes are not applicable.
  - The use of applicable civil service classes would require temp as-needed resources to cover absences and vacations in quantities that would not be cost effective nor economical. These positions are transitional and would require constant hiring to replace vacant 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. N/A

### 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 security guards will not perform any training of City employees. They will perform their job duties without the need to train city employees and there will not be any city employees that would benefit from any training they could provide.
- 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. <u>Union Notification</u>: On <u>11/01/2022</u>, the Department notified the following employee organizations of this PSC/RFP request: 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: Shawndrea Hale Phone: (415) 551-4540 Email: shale@sfwater.org

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

### FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 44897 - 22/23

DHR Analysis/Recommendation: Commission Approval Required

DHR Approved for 01/25/2023

Civil Service Commission Action:

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

From: <u>dhr-psccoordinator@sfgov.org</u> on behalf of <u>shale@sfwater.org</u>

To: Hale, Shawndrea M.; max.porter@seiu1021.org; jason.klumb@seiu1021.org; junko.laxamana@sfgov.org;

sarah.wilson@seiu1021.org; thomas.vitale@seiu1021.org; Ricardo.lopez@sfgov.org; Basconcillo, Kathy;

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; xiumin.li@seiu1021.org; Sin.Yee.Poon@sfgov.org; david.canham@seiu1021.org; jtanner940@aol.com; Hale,

Shawndrea M.; dhr-psccoordinator@sfgov.org

**Subject:** Receipt of Notice for new PCS over \$100K PSC # 44897 - 22/23

Date: Tuesday, November 1, 2022 1:44:46 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

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

RECEIPT for Union Notification for PSC 44897 - 22/23 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 44897 - 22/23 for \$2,875,000 for Initial Request services for the period 01/01/2023 – 12/31/2026. Notification of 30 days (60 days for SEIU) is required.

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

http://apps.sfgov.org/dhrdrupal/node/19394 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)

12 13

21 22

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Resolution concurring with the Controller's certification that services previously approved can be performed by a private contractor for a lower cost than similar work performed by City and County employees for the following services: information booths, security, parking operations, and shuttle bus (Airport); citations processing, towing, paratransit, parking meter, security, and transit shelter (Municipal Transportation Agency); security and janitorial (Port); and security (Public Utilities Commission).

[Proposition J Contract Certification - Specified Contracted-Out Services Previously Approved]

WHEREAS, The Electorate of the City and County of San Francisco passed Proposition J in November 1976, allowing City and County Departments to contract with private companies for specific services which can be performed for a lower cost than similar work by City and County employees (Charter, Section 10.104.15); and

WHEREAS, The City has previously approved outside contracts for the services listed below; and

WHEREAS, The Controller has determined that a Purchaser's award of a contract for the services listed below to a private contractor will continue to achieve substantial cost savings for the City; and

WHEREAS, The City and County of San Francisco must reconcile a projected \$37.9 million budget deficit for Fiscal Year 2018-2019 and a projected \$99.0 million budget deficit for Fiscal Year 2019-2020 with a Charter obligation to enact a balanced budget each fiscal year: and

WHEREAS, The Mayor has determined that the state of the City's budget for Fiscal Year 2018-2019 and Fiscal Year 2019-2020 as indicated herein has created an emergency

situation justifying a Purchaser's award of a contract for the following services: information booth, security, parking, and shuttle bus services (Airport); citations processing, towing, paratransit, parking meter, security, and transit shelter services (MTA); security and janitorial services (Port); security services (PUC); and

WHEREAS, The Controller's certification, which confirms that said services can be performed at lower costs to the City and County by private contractor than by employees of the City and County, is on file with the Clerk of the Board of Supervisors in File No. 180460, which is hereby declared to be part of this resolution as if set forth fully herein; now, therefore, be it

RESOLVED, That the Board of Supervisors hereby concurs with the Controller's certification, and the Mayor's determination of an emergency situation, and approves the Proposition J Resolution concerning the Purchaser's award of a contract to a private contractor for the services listed below for the period of July 1, 2018 through June 30, 2019;

	City Cost	Contract Cost		
Department/Function	(High)	(High)	SAVINGS	FTEs
Airport (AIR)				
Info Booths	14,370,675	7,875,464	6,495,211	116.3
Security Services	3,020,017	2,231,691	788,326	31.1
Parking Operations	29,752,288	23,719,471	6,032,817	226.0
Shuttle Bus	17,561,521	14,433,188	3,128,333	110.0
Municipal Transportation Agency (MTA)				
Citations Processing	14,298,139	11,071,383	3,226,756	48.0
Towing Services	29,296,145	12,679,476	16,616,668	112.0
,				

Mayor Farrell BOARD OF SUPERVISORS

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1	5
1	6
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1	9
2	0
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2	

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	City Cost	Contract Cost		
Department/Function	(High)	(High)	SAVINGS	FTEs
Paratransit Services	52,798,645	29,000,766	23,797,879	385.0
Parking Meter Services	8,610,995	3,758,285	4,852,710	35.3
Security Services	13,544,000	6,553,146	6,990,854	89.0
Transit Shelter Services	653,814	400,948	252,867	3.0
Port (PRT)				
Security Services	2,729,613	1,529,420	1,200,394	26.0
Janitorial Services	866,588	680,145	186,443	8.0
Public Utilities Commission (PUC)				
Security Services	998,504	546,641	451,863	10.3

and, be it

FURTHER RESOLVED, That the Board of Supervisors hereby concurs with the Mayor's determination that the state of the City's budget for fiscal year 2019-20 as indicated herein has created an emergency situation and concurs with the Controller's certification and approves the Proposition J Resolution concerning the Purchaser's award of a contract to a private contractor for the services listed below for the period of July 1, 2019 through June 30, 2020.

	City Cost	Contract Cost			
Department/Function	(High)	(High)	SAVINGS	FTEs	
Airport (AIR)					
Info Booths	14,492,590	7,992,964	6,499,626	116.3	
Security Services	3,052,702	2,322,269	730,433	31.1	

Mayor Farrell
BOARD OF SUPERVISORS

1		City Cost	Contract Cost
2	Department/Function	(High)	(High)
3	Parking Operations	30,089,277	24,422,919
4	Shuttle Bus	17,273,271	14,083,061
5	Municipal Transportation Agency (MTA)		
6	Citations Processing	14,802,530	11,755,816
7	Towing Services	30,321,771	13,162,196
8	Paratransit Services	54,268,152	30,443,849
9	Parking Meter Services	8,983,135	3,884,185
10	Security Services	13,909,568	6,717,239
11	Transit Shelter Services	676,963	405,589
12	Port (PRT)		
13	Security Services	2,757,206	1,574,611
14	Janitorial Services	875,077	700,326
15	Public Utilities Commission (PUC)		
16	Security Services	1,012,825	546,819
17			
18			
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Mayor Farrell **BOARD OF SUPERVISORS** 

24

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**SAVINGS** 

3,046,713

23,824,303

5,098,950

7,192,328

271,373

1,182,595

174,751

466,007

5,666,358 226.0

3,190,210 110.0

17,159,575 112.0

**FTEs** 

48.0

385

35.3

89.0

3.0

26.0

8.0

10.3



### City and County of San Francisco **Tails**

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

### Resolution

File Number:

180460

Date Passed: May 22, 2018

Resolution concurring with the Controller's certification that services previously approved can be performed by a private contractor for a lower cost than similar work performed by City and County employees for the following services: information booths, security, parking operations, and shuttle bus (Airport); citations processing, towing, paratransit, parking meter, security, and transit shelter (Municipal Transportation Agency); security and janitorial (Port); and security (Public Utilities Commission).

May 10, 2018 Budget and Finance Committee - RECOMMENDED

May 22, 2018 Board of Supervisors - ADOPTED

Ayes: 11 - Breed, Cohen, Fewer, Kim, Peskin, Ronen, Safai, Sheehy, Stefani, Tang and Yee

File No. 180460

I hereby certify that the foregoing Resolution was ADOPTED on 5/22/2018 by the Board of Supervisors of the City and County of San Francisco.

> Angela Calvillo Clerk of the Board

Mark E. Farrell Mayor

Menle E. 7

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

Department: <u>Pl</u>	JBLIC UTILITI	IES COMMISSIC	<u> N PUC</u>		Dept. C	Code: <u>PUC</u>
Type of Reques	t:	☑Initial	□Modificati	on of an exist	ing PSC (PSC #	)
Type of Approv	al:	□Expedited	<b>☑</b> Regular	$\square$ Annual	☐ Continuing	☐ (Omit Posting)
Type of Service:	: <u>Standby Ge</u>	enerator Mainte	<u>enance</u>			
Funding Source	: <u>Operating</u>	<u>Funds</u>		PS	C Duration: <u>6 year</u>	s 1 da <u>y</u>
PSC Amount: 5	\$ <u>1,500,000</u>					
The purpose  Repair Service Public Utilities entail replace leaks, exhaus  B. Explain wh WSTD stands power outag	vork/Service of this control of this control of this control of the control of th	le Standby Genon, Water Suppleers, and cooland ups, inspection is necessary as are critical in unces of denial icustomer water	e Preventive Nerators throughy and Treatment, troubleshoots, calibration and the consection that the consection and the decrease the consection of the conse	shout the City ent Division (So oting, load tes s and emerge quence of den the operation of sed reliability		Francisco es. Work will eaks, coolant the event of a
previous	PSC, attach o	copy of the mos	st recently app	roved PSC.	rice was provided u	under a
D. Will the co No	ontract(s) be	renewed?				
existing F	SC by anoth	er five years, pl	ease explain v	vhy.	equest is to extend s needed maintend	
2. <u>Reason(s) for</u> A. Indicate a	-		l attach any re	levant suppor	ting documents):	
☑ Services re	quired on ar	n as-needed, int	ermittent, or	periodic basis	(e.g., peaks in wor	kload).

### B. Explain the qualifying circumstances:

WSTD standby generators are in need of periodic maintenance and servicing to maintain reliability in the event of a power disruption. These generators have proprietary controls in place which we do not have the staffing, tools or equipment needed to service or repair these units. Those aspects of service and maintenance that do not require proprietary-related knowledge will also be performed by the contractor, with the understanding that WSTD intends to hire staff to do this work within the next 5 years.

### 3. <u>Description of Required Skills/Expertise</u>

- A. Specify required skills and/or expertise: Service technicians and diesel engine mechanics must be highly skilled to maintain and diagnose 1000 + horsepower engines from various manufacturers. The majority of highly skilled mechanics employed by diesel service contractors maintain ASE certification. Contractors employ service workers that have received factory authorized training from the various engine manufacturers that provide engines for emergency power generation. Service mechanics have the skills and experience to perform factory required maintenance and perform repairs to starting, lubrication, cooling and fuel management systems. Specialized technicians diagnose and optimize fuel systems to meet the stringent emissions standards.
- B. Which, if any, civil service class(es) normally perform(s) this work? 7313, Automotive Machinist:
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, contractor must maintain technical and proprietary testing gear and equipment to perform diagnostic testing of various fuel injection control systems and emissions systems.

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

Within the next 5 years, WSTD plans to hire a permanent 7313, Automotive Machinist in order to perform all non-proprietary related maintenance work. In particular cases in which there are proprietary controls, contracting will always be necessary, albeit on a smaller scale. Therefore, once a 7313 is hired and fully trained, contracted work may be limited to a scope entailing only proprietary related maintenance.

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

- A. Explain why civil service classes are not applicable.
  - The standby generators have proprietary controls which the department does not have access to, also a lack of expertise on engines and electrical controls for most of these generators. In particular cases in which there are proprietary controls, contracting will always be necessary, albeit on a smaller scale.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. The standby generators have proprietary controls which the department does not have access to, also a lack of expertise on engines and electrical controls for most of these generators. In particular cases in which there are proprietary controls, contracting will always be necessary, albeit on a smaller scale.

#### 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. The standby generators have proprietary controls which the department does not have access to, also a lack of expertise on engines and electrical controls for most of these generators.
- 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. <u>Union Notification</u>: On <u>11/16/2022</u>, the Department notified the following employee organizations of this PSC/RFP request: <u>Automotive Machinists, Local 1414</u>

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

Name: Shawndrea Hale Phone: (415) 551-4540 Email: shale@sfwater.org

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

### FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC#<u>47463 - 22/23</u>

DHR Analysis/Recommendation: Commission Approval Required DHR Approved for 01/25/2023 **Civil Service Commission Action:** 

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

From: <u>dhr-psccoordinator@sfgov.org</u> on behalf of <u>shale@sfwater.org</u>

To: Hale, Shawndrea M.; Mjayne@iam1414.org; agonzalez@iam1414.org; speedy4864@aol.com; Hale, Shawndrea

M., dhr-psccoordinator@sfgov.org

**Subject:** Receipt of Notice for new PCS over \$100K PSC # 47463 - 22/23

Date: Wednesday, November 16, 2022 10:55:34 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

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

RECEIPT for Union Notification for PSC 47463 - 22/23 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 47463 - 22/23 for \$1,500,000 for Initial Request services for the period 01/01/2023 – 12/31/2028. 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/19430 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 SER'	VICES AGENCY	- PUBLIC WORKS	<u>DPW</u>	Dept. (	Code: <u>DPW</u>	
Type of Request:	☑Initial	$\square$ Modification of	f an existing PS	SC (PSC #	)	
Type of Approval:  Type of Service: <u>Cleaning P</u>	□Expedited	☑ Regular	□Annual	☐ Continuing	☐ (Omit Posting)	
Funding Source: General Funds						
PSC Amount: <u>\$5,000,000</u>		rac est. Start Date:	01/03/2023	PSC Est. End Da 06/03/2026	ıe	

### 1. Description of Work

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

The primary scope of service will include the following: evaluate specialized or untried equipment, provide cleaning personnel for special events, conduct special cleaning services, steam clean, power wash, conduct neighborhood cleaning projects, abate graffiti, weed or maintain plants above or outside of the Bureau's routine operating responsibilities, and/or conduct pilot cleaning programs that affect both public and private properties. Not to exceed 10 percent in services for the duration of the contract, may also include the ability to organize community support, prepare educational or outreach materials, assist in developing and conducting outreach and education efforts, conduct neighborhood cleaning projects, organize community interest in establishment of Business Neighborhood Improvement Districts (BID/NID), and/or survey public opinion or conduct focus groups.

- B. Explain why this service is necessary and the consequence of denial:
- The Department is experiencing a staff shortage while service requests have increased. This supplemental cleaning support allows the Department to keep up with the demands of the City and maintain core cleaning services while responding to intermittent, limited, and unpredictable requests from the community and elected officials through add-back funding or small projects with a quick turnaround.
- 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 previously through PSC 45768-16/17 and PSC 43295 17/18
- D. Will the contract(s) be renewed?

No. These are for one-off projects with quick turnaround.

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.

less than five years

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

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

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

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

### B. Explain the qualifying circumstances:

The Department is experiencing a staff shortage while service requests have increased. This supplemental cleaning support allows the Department to keep up with the demands of the City and maintain core cleaning services while responding to requests from the community and elected officials. With in-house human resources staff added to the Department, we will be staffing up to meet increasing cleaning requests through City staff in the future. Some cleaning services are required on an intermittent, as-needed basis and does not require nor is sufficient for a new/existing civil service class to perform this work.

### 3. <u>Description of Required Skills/Expertise</u>

- A. Specify required skills and/or expertise: Knowledge, experience, ability, and resources to conduct special cleaning services above or outside of the Bureau's responsibilities; conduct pilot cleaning programs; provide specialized equipment for evaluation; or provide cleaning personnel for special events.
- B. Which, if any, civil service class(es) normally perform(s) this work? 7281, Street Environ Svcs Oprs Supv; 7501, Environmental Service Worker; 7514, General Laborer;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: It is anticipated that the contractor may be asked to provide equipment for special projects. Types of equipment that might be provided include equipment for removing stains from concrete or brick sidewalks or granite curbs, removing graffiti from a variety of surfaces, or abating weeds.

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

The Department has addressed hot spot priorities as best as possible with existing staff. The Mayor's emergency declaration in the Tenderloin prioritized the use of current staff in areas of major need. As the Department's in-house human resources staff fills vacancies, supplemental contractors can help address immediate, high priority locations and address intermittent, unpredictable service needs.

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

- A. Explain why civil service classes are not applicable.
  - This contract is intended to support a wide range of civil service employees engaged in these initiatives, to respond quicker and more effectively to requests while maintaining existing programs and responsibilities. Due to the short period of time for certain requests, we would not want to hire and quickly release these workers.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, Civil Service Classes already exist. The contract services are required to augment City staff during intermittent and unpredictable peak workload periods and urgent situations.

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

  No.
- 7. <u>Union Notification</u>: On <u>11/17/2022</u>, the Department notified the following employee organizations of this PSC/RFP request: <u>Laborers, Local 261</u>

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

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

Address: 49 South Van Ness Suite 1600 San Francisco, CA 94103

### FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 40957 - 22/23

DHR Analysis/Recommendation: Commission Approval Required DHR Approved for 01/25/2023 Civil Service Commission Action:

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

From: <u>dhr-psccoordinator@sfgov.org</u> on behalf of <u>alexander.burns@sfdpw.org</u>

To: Burns, Alexander (DPW); laborers261@gmail.com; Takayama, Robynn (DPW); DHR-PSCCoordinator, DHR (HRD)

**Subject:** Receipt of Notice for new PCS over \$100K PSC # 40957 - 22/23

**Date:** Thursday, November 17, 2022 1:40:43 PM

RECEIPT for Union Notification for PSC 40957 - 22/23 more than \$100k

The GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW has submitted a request for

a

Personal Services Contract (PSC) 40957 - 22/23 for \$5,000,000 for Initial Request services for the period 01/03/2023 - 06/03/2026. Notification of 30

days (60 days for SEIU) is required.

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

verify receipt:

http://apps.sfgov.org/dhrdrupal/node/19425 For union notification, please see

the TO: field of the email to verify receipt. If you do not see all the

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")

De	epartment:	GENERAL SERV	ICES AGENCY -	PUBLIC WORKS	<u>DPW</u>	Dept. Co	ode: <u>DPW</u>
1	Type of Requ	ıest:	☑Initial	☐ Modification of	f an existing PS	C (PSC #	)
Т	ype of Appr	oval:	□Expedited	<b>☑</b> Regular	□Annual	☐ Continuing	☐ (Omit Posting)
Т	ype of Servi	ce: <u>As-Needed</u>	Cleaning Prog	ram Services			
	_	rce: <u>General Fu</u> \$8,000,000	<u>nds</u>	PSC Est. Start Date:	03/05/2018	PSC Est. End Date	e <u>03/05/2023</u>
1.	The prima personnel materials of cleaning personnel materials	f Work/Services ry scope of services above of services above or services above or the duration of the duration of cleaning properties and cleaning or the duration of cleaning or the duration of cleaning or the duration or cleaning or	vice will include onts, conduct spor outside of the fect both public of the contract materials, assistrojects, organized by the conduction of the contract materials, assistrojects, organized by the conduction of the conduction of the conduction of community by the conduction of the	e specialized or unitectal cleaning servine Bureau's routine ic and private proper, may include the act in developing and the community interests are survey public oping.  Ind the consequence public behaviors g sidewalks througourtment's existing	ices, graffiti aba e operating respecties. Supportability to organial conducting outest in establishmion or conduction or conduction of denials in the area of illy a range of eduction at the new equate	atement, or maint consibilities, and/o ing services, not to ze community supported and educament of Business to focus groups. Services and outre owing the Departion and to outper to the consist of the Departion and to outper the period outper the Departion and to outper the Departicular and to outper the Departicular and to outper the Departicular and the D	enance of plant or conducting pilot or exceed 10% in oport, prepare tion efforts, conduct Neighborhood rvices may also affiti, littering and ach programs. These ment to test the obtain direct program
	C. Has this attach	copy of the mo	rovided in the   st recently app	past? If so, how? proved PSC. ously through PSC		as provided under	a previous PSC,
		contract(s) be					
	by ano	ther five years, ceed 5 years or	please explain	why.	,	·	dify) an existing PSC
2.		for the Requese all that apply (		d attach any releva	nt supporting d	ocuments):	
	✓ Services	required on an	as-needed, in	termittent, or perio	odic basis (e.g.,	peaks in workload	d).

### B. Explain the qualifying circumstances:

Cleaning services are only required on an as-needed basis and does not require nor is sufficient for a new/existing civil service class to perform this work.

### 3. <u>Description of Required Skills/Expertise</u>

- A. Specify required skills and/or expertise: Knowledge, experience, ability, and resources to conduct special cleaning services above or outside of the Bureau's responsibilities; conduct pilot cleaning programs; provide specialized equipment for evaluation; or provide cleaning personnel for special events.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1312, Public Information Officer; 7281, Street Environ Svcs Oprs Supv; 7501, Environmental Service Worker; 7514, General Laborer;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: It is anticipated that the contractor may be asked to provide equipment for special projects types of equipment that might be provided include equipment for removing stains from concrete or brick sidewalks or granite curbs, removing graffiti from a variety of surfaces, or abating weeds.

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

The City has these resources, however, we would require multiple classifications to perform this work, whereas the contractor has positions that can perform all aspects of the work. This work is only needed on an intermittent basis, so the use of civil service classes are not feasible.

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

- A. Explain why civil service classes are not applicable.
  - It would not be possible to find a single class capable of providing the variety of required program support. This contract is intended to support a wide range of civil service employees engaged in these initiatives, making it possible to more rapidly and effectively evaluate programs while maintaining existing programs and responsibilities.
- 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. At this point in time, the amount of work anticipated is not sufficient in quantity or sufficiently different from the duties and responsibilities of existing classes to justify the creation of a new class.

### 6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation. No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not. No. Training is not necessary as there are multiple civil service classes to perform these services.
- C. Are there legal mandates requiring the use of contractual services? No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.

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

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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.** <u>Union Notification</u>: On <u>01/05/2018</u>, the Department notified the following employee organizations of this PSC/RFP request:

<u>Laborers, Local 261; Prof & Tech Eng, Local 21</u>

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

Name: <u>David Bui</u> Phone: <u>415-554-6417</u> Email: <u>david.bui@sfdpw.org</u>

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

\*

### FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC#<u>43295 - 17/18</u>

DHR Analysis/Recommendation: action date: 03/19/2018

Commission Approval Required Approved by Civil Service Commission

03/19/2018 DHR Approved for 03/19/2018

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

Department: GENERAL SER	VICES AGENCY - I	PUBLIC WORKS DP	<u>W</u>	Dept. Co	ode: <u>DPW</u>		
Type of Request:	☑Initial	$\square$ Modification of	an existing PSC	(PSC #	_)		
Type of Approval:	□Expedited	☑Regular	□Annual	☐ Continuing	☐ (Omit Posting		
Type of Service: <u>As-Needed Cleaning Program Services</u>							
Funding Source: General F PSC Amount: \$1,200,000	<u>unds</u>	PSC Est. Start Date:	<u>08/26/2016</u>	PSC Est. End Dat	e <u>12/31/2021</u>		

### 1. Description of Work

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

The primary scope of service will include specialized or untried equipment for evaluation, provide cleaning personnel for special events, conduct special cleaning services, graffiti abatement, or maintenance of plant materials services above or outside of the Bureau's routine operating responsibilities, and/or conducting pilot cleaning programs that affect both public and private properties. Supporting services, not to exceed 10% in services for the duration of the contract, may include the ability to organize community support, prepare educational or outreach materials, assist in developing and conducting outreach and education efforts, conduct neighborhood cleaning projects, organize community interest in establishment of Business Neighborhood Improvement Districts (BID/NID), and/or survey public opinion or conduct focus groups. Public Works is looking to award 3 contracts at \$400,000 each.

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

The Department is attempting to change public behaviors in the area of illegal dumping, graffiti, littering and the upkeep of private property, including sidewalks through a range of education and outreach programs. These services are needed to augment the Department's existing skill base in allowing the Department to test the effectiveness of outreach and educational programs, evaluate the new equipment, and to obtain direct program support from non-profit or community based organizations for limited duration special projects or when necessitated by grant conditions.

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 previously through PSC 4037-11/12.

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.

PSC exceed 5 years only to allow time for processing the award. The contract term will only be for no more than 5 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:

Cleaning services are only required on an as-needed basis and does not require nor is sufficient for a new/existing civil service class to perform this work.

### 3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Knowledge, experience, ability, and resources to conduct special cleaning services above or outside of the Bureau's responsibilities; conduct pilot cleaning programs; provide specialized equipment for evaluation; or provide cleaning personnel for special events.

- B. Which, if any, civil service class(es) normally perform(s) this work? 1312, Public Information Officer; 7281, Street Environ Svcs Oprs Supv; 7501, Environmental Service Worker; 7514, General Laborer;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: It is anticipated that the contractor may be asked to provide equipment for special projects - types of equipment that might be provided include equipment for removing stains from concrete or brick sidewalks or granite curbs, removing graffiti from a variety of surfaces, or abating weeds.

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

The City has these resources, however, we would require multiple classifications to perform this work, whereas the contractor has positions that can perform all aspects of the work. This work is only needed on an intermittent basis, so the use of civil service classes are not feasible.

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

- A. Explain why civil service classes are not applicable.
  - It would not be possible to find a single class capable of providing the variety of required program support. This contract is intended to support a wide range of civil service employees engaged in these initiatives, making it possible to more rapidly and effectively evaluate programs while maintaining existing programs and responsibilities.
- 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. At this point in time, the amount of work anticipated is not sufficient in quantity or sufficiently different from the duties and responsibilities of existing classes to justify the creation of a new class.

### 6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation. No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not. Training is not necessary as there are multiple civil service classes to perform these services.
- C. Are there legal mandates requiring the use of contractual services? No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
- 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. <u>Union Notification</u>: On <u>08/26/2016</u>, the Department notified the following employee organizations of this PSC/RFP request:

Laborers, Local 261; Prof & Tech Eng, Local 21

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

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

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

### FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 45768 - 16/17 DHR Analysis/Recommendation: Commission Approval Required 10/17/2016 DHR Approved for 10/17/2016

action date: 10/17/2016

Approved by Civil Service Commission with conditions

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

Department: GENERAL SER	VICES AGENCY -	PUBLIC WOR	RKS DPW	Dept. (	Code: <u>DPW</u>	
Type of Request:	☑Initial	$\square$ Modificat	ion of an existi	ng PSC (PSC #	)	
Type of Approval:	□Expedited	☑Regular	□Annual	☐ Continuing	☐ (Omit Posting)	
Type of Service: <u>As-Needed Lighting Design Services</u>						
Funding Source: Interdepartmental Work Orders			PSC	Duration: <u>7 year</u>	<u>rs</u>	
PSC Amount: \$1,600,000						

### 1. Description of Work

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

Provide specialized services in Lighting Design to support Public Works' design staff on an as-needed basis. The Consultants will provide expert lighting consultation services to ensure that our projects achieve the highest quality in lighting design.

- B. Explain why this service is necessary and the consequence of denial:
- Lighting Designers and Consultants provide a highly specialized professional service that is out of the Building Design and Construction's area of expertise. Lighting consultants provide lighting design, studies, control systems and calculations for Title 24 requirements. This service requires a mastery of varied and continually evolving disciplines. The lighting consultant provides the specifications, lighting schedules and code requirements for a fully complying lighting design. This is a professional service that is out of the Architect's area of expertise. This service is necessary for Public Works to ensure effective program delivery, organizational efficiency, and identify cost saving methodologies and technologies to support current and future programs and operations. Denial of these can negatively impact both the day-to-day operations and long-term mission/goals of the Department.
- 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 has been provided in the past. Most recent personal services contract approval numbers are PSCs 4037-13/14 approved on 11/4/2013 and 47961-18/19 approved on 12/3/2018.
- D. Will the contract(s) be renewed? No.
- E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.
  All contracts will have maximum 5-year term. The additional time in the PSC Duration is to allow for any delays in processing and awarding the contracts.

### 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 service will only be required on an as-needed basis when the City staff don't have the capacity to fulfill all project requests, causing delays, or if specialized services are required.

### 3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Consultants must be experts in their fields and certified by corresponding organizations, as applicable. Knowledge and expertise in lighting design, lighting equipment and products for various settings.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5120, Architectural Administrator; 5211, Eng/Arch/Landscape Arch Sr; 5260, Architectural Assistant 1; 5261, Architectural Assistant 2; 5265, Architectural Associate 1; 5266, Architectural Associate 2; 5268, Architect;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

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

The City does not have resources available to perform all required work. The Department has recruited and hired more people for above civil service classes. As-needed contracts will only be utilized when and if the work cannot be prudently performed by internal staff. The selected Consultant (s), with its team of subconsultants may provide Lighting Design Services for various building projects on an as-needed basis. Scope of work may include building lighting assessments and recommendations, lighting conceptualization, design, specifications, and construction documentation, engineering calculations, field visits, coordination meetings with the Project Manager, and other related work. Projects may include various building facilities, such as, library buildings, fire stations, police stations, health service centers, hospital buildings, recreation centers, and other City-owned facilities.

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

- A. Explain why civil service classes are not applicable.
  - These are as-needed contract services only. They will only be utilized when the following conditions exist: Project requires expert lighting design services and in-house staffs are at full capacity.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, Civil Service Classes already exist. The as-needed services are required to augment City staff during peak workload periods, for those projects that require specialized expertise and knowledge.

### 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. Since these services are only going to be utilized on an as-needed basis and we already have City classifications to perform this work, there is no need to provide training to existing staff.
- C. Are there legal mandates requiring the use of contractual services?
- D. Are there federal or state grant requirements regarding the use of contractual services? 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. <u>Union Notification</u>: On <u>11/15/2022</u>, the Department notified the following employee organizations of this PSC/RFP request:
  <u>Architect & Engineers, Local 21</u>

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

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

Address: 49 South Van Ness Avenue, Suite 7 San Francisco, CA

### FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 43240 - 22/23

DHR Analysis/Recommendation: Commission Approval Required DHR Approved for 01/25/2023 Civil Service Commission Action:

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

From: <u>dhr-psccoordinator@sfgov.org</u> on behalf of <u>alexander.burns@sfdpw.org</u>

To: Burns, Alexander (DPW); ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com;

tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; pkim@ifpte21.org;

121pscreview@ifpte21.org; Macaranas, Belle (DPW); DHR-PSCCoordinator, DHR (HRD)

**Subject:** Receipt of Notice for new PCS over \$100K PSC # 43240 - 22/23

**Date:** Thursday, September 15, 2022 10:10:49 AM

RECEIPT for Union Notification for PSC 43240 - 22/23 more than \$100k

The GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW has submitted a request for

a

Personal Services Contract (PSC) 43240 - 22/23 for \$1,600,000 for Initial Request services for the period 11/07/2022-11/05/2029. 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/19169 For union notification, please see

the TO: field of the email to verify receipt. If you do not see all the

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")

Depart	ment: <u>GENERAL SER\</u>	VICES AGENCY - PL	JBLIC WORKS DPV	<u>V</u>	Dept. Co	ode: <u>DPW</u>
Туре	of Request:	☑Initial	☐ Modification of	an existing PSC	(PSC #	_)
Туре	of Approval:	□Expedited	<b>☑</b> Regular	□Annual	☐ Continuing	$\square$ (Omit Posting)
Туре	of Service: <u>As-Needed</u>	<u>l Lighting Design S</u>	ervices No. 2			
	ng Source: <u>Inter-Depa</u> mount: <u>\$1,600,000</u>	artmental Work Or	ders PSC Est. Start Date:	12/03/2018	PSC Est. End Date	e <u>12/31/2024</u>
A. S Pro Cor	cription of Work cope of Work/Service ovide specialized service nsultants will provide on thing design.	ces in Lighting Des	ign to support Public			ded basis. The the highest quality in
Lig Cor Titl cor	B. Explain why this service is necessary and the consequence of denial: Lighting Designers and Consultants provide a highly specialized professional service that is out of the Building Design and Construction's area of expertise. Lighting consultants provide lighting design, studies, control systems and calculations for Title 24 requirements. This service requires a mastery of varied and continually evolving disciplines. The lighting consultant provides the specifications, lighting schedules and code requirements for a fully complying lighting design. This is a professional service that is out of the Architect's area of expertise.					
C. H	the most recently app	proved PSC. r As-Needed Lighti	ing Design Services v			evious PSC, attach copy of ogden Lighting Design,
D. \ No	Will the contract(s) be	renewed?				
E. It	this is a request for a another five years, pl This project will be le	ease explain why.	s of five years, or if y	our request is to	o extend (modify)	an existing PSC by
	ason(s) for the Reques Indicate all that apply		tach any relevant su	pporting docun	nents):	
<b>∠</b> S	ervices required on ar	n as-needed, inter	mittent, or periodic	basis (e.g., peak	s in workload).	
В. Е	xplain the qualifying c This service will only requests, causing dela	be required on an			f don't have the ca	pacity to fulfill all project

#### 3. <u>Description of Required Skills/Expertise</u>

- A. Specify required skills and/or expertise: Consultants must be experts in their fields and certified by corresponding organizations, as applicable.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5120, Architectural Administrator; 5211, Eng/Arch/Landscape Arch Sr; 5212, Engineer/Architect Principal; 5260, Architectural Assistant 1; 5261, Architectural Associate 2; 5265, Architectural Associate 1; 5266, Architectural Associate 2; 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?

The City does not have resources available to perform all required work. The Department has recruited and hired more people for above civil service classes. As-needed contracts will only be utilized when and if the work cannot be prudently performed by internal staff.

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

- A. Explain why civil service classes are not applicable.
  - These are as-needed contract services only. They will only be utilized when the following conditions exist: Project requires expert lighting design services and in-house staffs are at full capacity.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, Civil Service Classes already exist. The as-needed services are required to augment City staff during peak workload periods, for those projects that require specialized expertise and knowledge.

#### 6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
- 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. Since these services are only going to be utilized on an as-needed basis and we already have City classifications to perform this work, there is no need to provide training to existing staff.
- C. Are there legal mandates requiring the use of contractual services? No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
   No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
  No
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
  No.
- 7. <u>Union Notification</u>: On <u>10/05/2018</u>, 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: Alexander Burns Phone: 415-554-6411 Email: alexander.burns@sfdpw.org

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

\*\*\*\*\*\*\*\*

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 47961 - 18/19

DHR Analysis/Recommendation: action date: 12/03/2018

Commission Approval Required Approved by Civil Service Commission

12/03/2018 DHR Approved for 12/03/2018

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

Dep	oartment: <u>GENERAL SE</u>	RVICES AGENC	<u>Y - PUBLIC WORKS</u>	<u> DPW</u>	Dept. C	ode: <u>DPW</u>
Ту	pe of Request:	☑Initial	$\square$ Modification of	f an existing PS	C (PSC #	)
Ту	pe of Approval:	□Expedited	<b>☑</b> Regular	□Annual	☐ Continuing	☐ (Omit Posting)
Ту	pe of Service: As-Neede	ed Lighting Des	ign Services			
	nding Source: <u>Inter-De</u> C Amount: <u>\$400,000</u>	partmental Wo	rk Orders PSC Est. Start Date:	12/01/2013	PSC Est. End Dat	e <u>12/31/2018</u>
	Description of Work  A. Scope of Work/Servion  Provide specialized serving an as-needed basis. The projects achieve the high \$200,000 each.	vices in Lighting e Consultants v	g Design to support vill provide expert	ighting consul	tation services to	ensure that our
	<ol><li>Explain why this serv See attachment.</li></ol>	ice is necessary	y and the conseque	ence of denial:		
(	C. Has this service been attach copy of the r Lighting Design serviced Architectur consultant to provide	most recently a vices for buildir al contracts. The	pproved PSC. ng projects have be nis proposed contra	en provided th	rough subconsult	ants under the as-
	D. Will the contract(s) b No	e renewed?				
E	E. If this is a request for PSC by another five not applicable		•	or if your requ	uest is to extend (	modify) an existing
	Reason(s) for the Requ		nd attach any relev	ant supporting	g documents):	
E	3. Explain the qualifying Not Applicable	circumstances	:			

#### 3. <u>Description of Required Skills/Expertise</u>

- A. Specify required skills and/or expertise: Consultants must be experts in their fields and certified by corresponding organizations, as applicable.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5120, Architectural Administrator; 5211, Eng/Arch/Landscape Arch Sr; 5212, Engineer/Architect Principal; 5260,

Architectural Assistant 1; 5261, Architectural Assistant 2; 5265, Architectural Associate 1; 5266, Architectural Associate 2; 5268, Architect;

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

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

These are as-needed contract services only. They will only be utilized when the following conditions exist:

- Civil service classifications are applicable and City staff will be utilized where feasible. Specialized services are required that are not available internally. Project requires expert lighting design services and in-house staffs are at full capacity.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. The services are only going to be utilized on an as-needed basis and there is no ongoing demand that justifies the hiring of permanent City staff with the necessary expertise.

#### 6. Additional Information

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

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

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

  No.
- **7.** <u>Union Notification</u>: On <u>none</u>, the Department notified the following employee organizations of this PSC/RFP request: no unions notified

☐ I CERTIFY ON BEHALF OF THE	E DEPARTMENT THAT	THE INFORMATION	CONTAINED IN AND	O ATTACHED T	O THIS
FORM IS COMPLETE AND ACCU	RATE:				

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

Page 528

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

\*

#### FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 4037-13/14

DHR Analysis/Recommendation: Commission Approval Required 11/04/2013 DHR Approved for 11/04/2013 action date: 11/04/2013

Approved by Civil Service Commission with conditions

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

Department: GENERAL SEI	RVICES AGENCY -	- PUBLIC WOR	RKS DPW	Dept. 0	Code: <u>DPW</u>	
Type of Request:	☑Initial	□Modificat	ion of an exist	ing PSC (PSC #	)	
Type of Approval:	□Expedited	<b>☑</b> Regular	$\square$ Annual	☐ Continuing	☐ (Omit Posting)	
Type of Service: As-Needed Sediment Characterization and Coastal Engineering Consultation Services						
Funding Source: Inter-Dep	oartmental Work	<u>Orders</u>	PSG	C Duration: <u>7 yea</u>	rs 5 weeks	
PSC Amount: \$3.600.000						

#### 1. Description of Work

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

The Consultants will provide as-needed environmental, scientific and laboratory consultation services to provide rapid and cost effective resolution of environmental issues encountered in maintenance dredging, dredge spoil disposal, hydrographic survey and coastal engineering. Consultants will review project plans, perform field surveys and sampling activities, perform specialized laboratory analyses, develop reports and assist in regulatory negotiations. Individual Contract Service Orders (CSO's) will define job/task specific scopes of work.

- B. Explain why this service is necessary and the consequence of denial:
- These services are necessary to comply with Federal, State, and Local regulatory environmental regulations. Consequences of denial may result in delays to dredging and construction projects for which dredging project planning and dredge spoil disposal services are required. These services are necessary for Public Works to ensure effective program delivery, organizational efficiency, and identify cost saving methodologies and technologies to support current and future programs and operations. Denial of these can negatively impact both the day-to-day operations and long-term mission/goals of the Department.
- 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 has been provided in the past. Most recent personal services contract approval numbers are PSC#'s 4047-07/08 approved on 11/5/2007 and 47570-18/19 approved on 12/17/2018.
- D. Will the contract(s) be renewed? No.
- E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why. All contracts will have maximum 5-year term. The additional time in the PSC Duration is to allow

for any delays in processing and awarding the contracts.

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

- A. Indicate all that apply (be specific and attach any relevant supporting documents):
- ✓ Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).

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

#### B. Explain the qualifying circumstances:

These services will only be utilized on an as-needed basis when these extremely specialized services are required. These services require specialized equipment, trained personnel, and sediment-analyzing laboratories that are not cost effective for the City to purchase and maintain.

#### 3. <u>Description of Required Skills/Expertise</u>

- A. Specify required skills and/or expertise: Consultants must be experts in their fields and certified by corresponding organizations, as applicable. Experience in preparing Sampling and Analysis Plans (SAPs); knowledge of Federal, State, and Local dredging regulations, sediment regulation and analyses, wetland regulations, and dredge spoil disposal guidelines. Experience in regulatory agency negotiations, and permitting. Experience with and hydrographic survey methods, benthic studies and reports, and coastal engineering.
- 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. They will provide specialized equipment, trained personnel, and monitoring equipment which is not cost effective for the City to purchase and maintain.

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

The City does not have resources for this type of specialized services. None. The City does not have civil service classes for specialized dredging issues, aquatic and wetland regulations and studies, coastal engineering, hydrographic survey and reporting. The City Laboratories are neither equipped nor State accredited to perform specialized sediment, and marine analyses.

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

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

  There are no civil service classes to perform these services.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. It would not be practical to hire full time civil service employees when any work is on an as-needed basis and based on unknown future construction projects.

#### 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. Since these services are only going to be utilized on an as-needed basis and there is no existing civil service classes to perform these services, there is no need to provide training to existing staff.
- C. Are there legal mandates requiring the use of contractual services?
- D. Are there federal or state grant requirements regarding the use of contractual services? 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. <u>Union Notification</u>: On <u>10/18/2022</u>, 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: <u>Alexander Burns</u> Phone: <u>415-554-6411</u> Email: <u>alexander.burns@sfdpw.org</u>

Address: 49 South Van Ness Avenue, Suite 1600 San Francisco, CA 94103

#### FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 47163 - 22/23

DHR Analysis/Recommendation: Commission Approval Required DHR Approved for 01/25/2023 **Civil Service Commission Action:** 

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

From: <a href="mailto:dhr-psccoordinator@sfgov.org">dhr-psccoordinator@sfgov.org</a> on behalf of <a href="mailto:alexander.burns@sfdpw.org">alexander.burns@sfdpw.org</a>

To: Burns, Alexander (DPW); pkim@ifpte21.org; Najuawanda Daniels; Pierre King - UAPD;

president@sanfranciscodsa.com; max.porter@seiu1021.org; kennethlomba@gmail.com; snaranjo@cirseiu.org;

mdennis@twusf.org; roger marenco; pwilson@twusf.org; cmoyer@nccrc.org; Frigault, Noah (HRC);

sfdpoa@icloud.com; miayne@iam1414.org; Emanuel, Rachel (DEM); laborers261@gmail.com; Laxamana, Junko (DBI); jennifer.esteen@seiu1021.org; emathurin@cirseiu.org; abush@cirseiu.org; sbabaria@cirseiu.org; anthony@dc16.us; mlobre@sfpoa.org; @sfpoa.org; tracym@sfpoa.org; mleach; rooferslocal40@gmail.com;

sal@local16.org; Criss@sfmea.com; Julie.Meyers@sfgov.org; Stan Eichenberger; Jason Klumb;

camaguey@sfmea.com (contact); ablood@cirseiu.org; kcartermartinez@cirseiu.org; ecassidy@ifpte21.com;

WendyWong26@yahoo.com; wendywong26@yahoo.com; sarah.wilson@seiu1021.org; kschumacher@ifpte21.org; kpage@ifpte21.org; tjenkins@uapd.com; eerbach@ifpte21.org; tmathews@ifpte21.org; amakayan@ifpte21.org; jb@local16.org; Ricardo.lopez@sfgov.org;

Kbasconcillo@sfwater.org; Sandeep.lal@seiu1021.me; pcamarillo\_seiu@sbcglobal.net; MRainsford@local39.org;

Wendy Frigillana; 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; Ramon Hernandez; ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org; xiumin.li@seiu1021.org; Sin.Yee.Poon@sfgov.org; smcgarry@nccrc.org; rmitchell@twusf.org; grojo@local39.org; jduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org; l21pscreview@ifpte21.org; sfsmsa@gmail.com; bart@dc16.us; david.canham@seiu1021.org; jtanner940@aol.com; oashworth@ibew6.org; l21pscreview@ifpte21.org; laborers261@gmail.com; local200twu@sbcqlobal.net; speedy4864@aol.com; christina@sfmea.com; ecdemvoter@aol.com; Thomas Vitale; Macaranas, Belle (DPW); DHR-PSCCoordinator, DHR (HRD)

**Subject:** Receipt of Notice for new PCS over \$100K PSC # 47163 - 22/23

**Date:** Tuesday, October 18, 2022 4:01:26 PM

RECEIPT for Union Notification for PSC 47163 - 22/23 more than \$100k

The GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW has submitted a request for

a

Personal Services Contract (PSC) 47163 - 22/23 for \$3,600,000 for Initial Request services for the period 11/28/2022-12/31/2029. 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/19329 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)

## Eity and County of San Francisco

### **Department of Human Resources**

DATE: October 5, 2007  PERSONAL SERVICES CONTRACT SUMM	<b>IARY</b>
DEPARTMENT NAME: PUBLIC WORKS	DEPARTMENT NUMBER 90
TYPE OF APPROVAL: EXPEDITED	
TYPE OF REQUEST:    MODIFICATION (PSC#)	
TYPE OF SERVICE: As Needed Sediment Sampling, Characterization and Dispos.	al Consultation Services
FUNDING SOURCE: Interdepartmental Work Orders	
PSC AMOUNT: \$1,800,000. PSC DURATION: 01/01/08 thro	ough 12/30/12
1. DESCRIPTION OF WORK  A. Concise description of proposed work:  Consultants will provide as-needed environmental, scientific and laboratory consultation of environmental issues encountered in maintenance dredging, dredge spoil disposal, hy negotiations. Consultants will review project plans, perform field surveys and sampling a laboratory analyses, develop reports and assist in regulatory negotiations. The Department to award two (2) master agreements, each at \$900,000. Individual contract service order of work  B. Explain why this service is necessary and the consequences of denial:  These specialized services are necessary for DPW and other City Departments to compiregulatory environmental regulations. Denial of these services may result in delays to drewhich dredging project planning and dredge spoil disposal services are required.  C. Explain how this service has been provided in the past (if this service was preservice Commission, indicate most recent personal services contract approval Past services were provided by contracts awarded to Anchor Environmental CA, LP, and Corporation (SAIC) through PSC#4032-04/05, approved 10/4/2004.  D. Will the contract(s) be renewed: NO  UNION NOTIFICATION: Copy of this summary is to be sent to employee organizinstructions for specific procedures):	Activities, perform specialized ent of Public Works (DPW) intends is will define job/task specific scopes by with Federal, State, and Local edging and construction projects for eviously approved by the Civil I number):
Local 21 A. A. A.	10 5
Union Name Signature of person mailing/faxing form	
Union Name Signature of person mailing/faxing form  RFP sent to Local 21 on When available	Date
RFP sent to Local 21 , on When available Union Name Date	Signature
**************************************	********
IVIL SERVICE COMMISSION ACTION:	

### DESCRIPTION OF REQUIRED SKILLS/EXPERTISE

Specify required skills and/or expertise: Consultants must have expertise and experience in prepaing Sampling and Analysis Plans (SAPs); knowledge of Federal State and Local dredging regulations, sediment regulation and analyses, wetland regulations, and dredge spoil disposal guidelines. Consultants must also have experience in regulatory agency negotiations, and permiting, hydrographic survey methods, benthic

Which, if any, civil service class normally performs this work? None - The City does not have civil service classes for specialized dredging issues, aquatic and wetland regulations and studies, hydrographic survey and reporting and City Laboratories are neither equipped nor State accredited to perform specialized sediment, and marine analyses.

Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain: Yes. They would provide specialized equipment, trained personnel, and monitoring equipment which is not cost effective for the City to purchase and maintain.

## WHY CLASSIFIED CIVIL SERVICE CANNOT PERFORM

Explain why civil service classes are not applicable: Because there are none.

Would it be practical to adopt a new civil service class to perform this work? Explain. No. It would not be practical to hire full time Civil Service Employees when any work is on an as-needed basis and based on

5. <u>A</u>	DDITIONAL INFORMATION (if "yes," attach explanation)							
A.	. Will the contractor directly supervise City and County employees?	Yes	<u>No</u> ✓					
B.	Will the contractor train City and County employees?							
	<ul> <li>Describe the training and indicate approximate number of hours.</li> <li>Indicate occupational type of City and County employees to receive training (i.e., clerks, civil engineers, etc.) and approximate number to be trained.</li> </ul>		Ľ					
	Are there legal mandates requiring the use of contractual services?							
D.	Are there federal or state grant requirements regarding the use of contractual services?							
	Has a board or commission determined that contracting is the most effective way to provide this service?		7					
F.	Will the proposed work be completed by a contractor that has a current personal services contract with your department?  Unknown, an BFP will be in process to a select the							
THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE  Signature of Departmental Personal Services Contract Coordinator								
	& Gordon Chau							
	Print or Type Name (415) 554-6230 Telephone Number							
	875 Stevenson Street, Room 420							
	San Francisco, CA 94103							
	Address							

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

De	epartment: <u>GENI</u>	<u>ERAL SERVICES AGENCY</u>	- PUBLIC WORK	<u>(S DPW</u>	Dept. C	ode: <u>DPW</u>
٦	Type of Request:	☑Initial	$\square$ Modification	n of an existing P	SC (PSC #	)
T	Type of Approval:	$\Box$ Expedited	<b>☑</b> Regular	□Annual	$\Box$ Continuing	$\square$ (Omit Posting)
T	Type of Service: As	s-Needed Sediment Cha	racterization an	d Coastal Engine	ering Consultatior	<u>ı Services</u>
	Funding Source: <u>Ir</u> PSC Amount: \$3,6	iterdepartmental Work 00,000		ate: <u>12/17/2018</u>	PSC Est. End Dat	re <u>06/30/2024</u>
1.	The Consultants rapid and cost e disposal, hydrog surveys and sam	York  k/Services to be Contract will provide as-needed  ffective resolution of en  graphic survey and coast  pling activities, perform  dividual CSO's will define	environmental, vironmental iss al engineering. n specialized lab	ues encountered Consultants will I oratory analyses	in maintenance c review project pla , develop reports	dredging, dredge spoil ins, perform field
	These services a Consequences o	nis service is necessary a re necessary to comply f denial may result in de edge spoil disposal servi	with Federal, Stelays to dredgin	ate, and Local regards		_
	attach copy Similar contr	re been provided in the of the most recently app ractual services were pro I Consultation Services (	oroved PSC. ovided through	prior As-Needed	Sediment Samplir	
	D. Will the contr No. New RFQ wi	act(s) be renewed? Il be advertised.				
	by another f	uest for a new PSC in exi ive years, please explair duration will not exceed	why.	s, or if your requ	est is to extend (m	nodify) an existing PSC
2.	Reason(s) for th A. Indicate all th	e Request at apply (be specific and	d attach any rele	evant supporting	documents):	
	☑ Services that r	equire resources that tl	ne City lacks (e.g	g., office space, fa	acilities or equipm	ent with an operator).
	These servic	alifying circumstances: es require specialized e effective for the City to			d sediment-analyz	zing laboratories that

#### 3. <u>Description of Required Skills/Expertise</u>

A. Specify required skills and/or expertise: Experience in preparing Sampling and Analysis Plans (SAPs); knowledge of Federal, State, and Local dredging regulations, sediment regulation and analyses, wetland regulations, and dredge spoil disposal guidelines. Experience in regulatory agency negotiations, and

permitting. Experience with and hydrographic survey methods, benthic studies and reports, and coastal engineering.

- 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. They will provide specialized equipment, trained personnel, and monitoring equipment which is not cost effective for the City to purchase and maintain.

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

The City does not have resources for this type of specialized services.

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

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

  There are no civil service classes to perform these services.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. It would not be practical to hire full time civil service employees when any work is on an as-needed basis and based on unknown future construction projects.

#### 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. Since these services are only going to be utilized on an as-needed basis and there is no existing civil service classes to perform these services, there is no need to provide training to existing staff.
- C. Are there legal mandates requiring the use of contractual services?
  No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.

  No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
- 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.** <u>Union Notification</u>: On <u>10/10/2018</u>, 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: Alexander Burns Phone: 415-554-6411 Email: alexander.burns@sfdpw.org

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

\*

#### FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC#<u>47570 - 18/19</u>

DHR Analysis/Recommendation: Commission Approval Required

12/17/2018 DHR Approved for 12/17/2018

action date: 12/17/2018

Approved by Civil Service Commission

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

Department: <u>GENERAL SER</u> \	VICES AGENCY	- TECHNOLOGY	<u>TIS</u>	Dept. 0	Code: <u>TIS</u>
Type of Request:	☑Initial	☐Modification	of an existing PS	SC (PSC #	)
Type of Approval:	□Expedited	☑Regular	□Annual	☐ Continuing	☐ (Omit Posting)
Type of Service: <u>Citywide EA - Microsoft Unified Enterprise Support Services</u>					
Funding Source: <u>Departme</u> PSC Amount: <u>\$5,000,000</u>	<u>nt Funds</u>	PSC Est. Start Date	e: <u>04/01/2023</u>	PSC Est. End Da 04/30/2026	te

#### 1. Description of Work

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

The Unified Enterprise Support Services is a Microsoft offering that includes a comprehensive set of services to help the City with any issues arising with the use of Microsoft licenses. The set of services includes prioritized 24x7 problem resolution for issues that may arise in the City's daily use of their products. Microsoft employees will provide root-cause analysis, technical support, and escalation management (if needed) for all reported incidents, and will oversee cases until completely resolved. These services are provided by Microsoft employees remotely, and includes either phone and/or web-based technical support in the form of advice and guidance, as well as troubleshooting specific problems, error messages or functionality for products that are not working as intended.

The Unified Enterprise Support Services also includes service delivery management, whereby Microsoft employees will field inquiries from any of the 50+ City departments regarding product access, functionality and available security upgrades. This service will aid the City in optimizing the full capabilities of the Microsoft products.

The cost for this offering is based on a percentage of the City's total Microsoft spend in the prior 12 months. This program will provide the City with Microsoft Technical Account Managers and engineers who will assist City Staff in implementing Microsoft software products and work with City Staff to maximize the efficiency and deployment of Microsoft Products. These services require technical expertise and knowledge of proprietary Microsoft software products that City Staff do not have. City employees do not have Enterprise level Microsoft deployment rights, access from an architectural level, or access to source code which are required to perform these functions.

In addition to the above, the new EA will allow for the procurement of consulting services on an as needed basis. Consulting services range from digital transformation design, planning and implementation, to cyber security services such as threat/vulnerability mitigation and identity/access control. Any department who wishes to retain Microsoft for such services will be

- B. Explain why this service is necessary and the consequence of denial:
  Microsoft's Unified Enterprise Support Services includes problem resolution with mandatory response times, priority routing to Microsoft technical specialists, and resolution of incidents related to cloud implementation and/or cyber security events. Without such support, software incidents that arise can limit the City's ability to function, as the City has implemented Microsoft Office 365 as its primary email communication vehicle.
- C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.
   This service has been provided in the past by Microsoft staff. Prior to 2020, eight departments separately procured Unified Support Services through the Technology Marketplace for their own department. In May 2020, DT took the lead to combine these eight separate procurements into one, and for a cost that was less than the eight departments combined, obtained coverage for all 50+ City departments. DT continued to procure these services through the Technology Marketplace from 2020 through 2023. Beginning in May 2023, DT intends to enter into a direct contract with Microsoft rather than procuring through the Technology Marketplace. This change in strategy is intended to remove the reseller from the contracting process, whereby the City would be in direct privity of contact with the manufacturer, as preferred by the City Attorney's Office. Removing the reseller from the contracting process will also allow the City to avoid any price mark-up by a middleman. Thus, this PSC request is being submitted for a new Citywide EA for Unified Enterprise Support Service directly with Microsoft.

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

Yes, to the extent the City continues to use Microsoft Products, a new EA will be renegotiated after 3-years. The term of this request is for 3-years because Microsoft is willing to hold negotiated prices only for this length of time.

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

not applicable

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

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

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

B. Explain the qualifying circumstances:

City employees do not have the technical knowledge, expertise or access to proprietary Microsoft Software in order to respond to incidents that may arise Citywide. Additionally, City employees do not have Enterprise level Microsoft deployment rights or access from an architectural level.

#### 3. <u>Description of Required Skills/Expertise</u>

A. Specify required skills and/or expertise: Knowledge of proprietary Microsoft products and implementation. Experience managing Microsoft server implementations and training engineers

on various Microsoft products. Ownership access, source code access, and deployment rights to troubleshoot high level system malfunctions and failures.

- B. Which, if any, civil service class(es) normally perform(s) this work? 1043, IS Engineer-Senior;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

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

DT has determined City resources do not have the required proprietary knowledge and/or access to the Microsoft products necessary to perform these services.

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

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

  Incident resolution, deployment and implementation services require extensive technical knowledge, expertise and access to proprietary Microsoft Software, including source code.
  - Additionally, City employees do not have Enterprise level Microsoft deployment rights or access from an architectural level.
- 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 the services require technical knowledge and expertise with proprietary Microsoft Software, and access to Microsoft source code. Additionally, such services will only be required on an as-needed project basis.

#### 6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
  - No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
  - No. No training will be provided because the services require technical knowledge and expertise with proprietary Microsoft Software, and access to Microsoft source code.
- 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. <u>Union Notification</u>: On <u>11/14/2022</u>, the Department notified the following employee organizations of this PSC/RFP request:

<u>Architect & Engineers, Local 21</u>

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

Name: Jolie Gines Phone: 628 652 5074 Email: jolie.gines@sfgov.org

Address: One South Van Ness Ave Second Floor

\*

#### FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 45946 - 22/23

DHR Analysis/Recommendation: Commission Approval Required DHR Approved for 01/25/2023 **Civil Service Commission Action:** 

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

#### Choi, Suzanne (HRD)

From: dhr-psccoordinator@sfgov.org on behalf of jolie.gines@sfgov.org

Sent: Monday, November 14, 2022 2:37 PM

**To:** Gines, Jolie (TIS); ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com;

tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org;

I21pscreview@ifpte21.org; Dere, Wilfred (TIS); DHR-PSCCoordinator, DHR (HRD)

**Subject:** Receipt of Notice for new PCS over \$100K PSC # 45946 - 22/23

RECEIPT for Union Notification for PSC 45946 - 22/23 more than \$100k

The GENERAL SERVICES AGENCY - TECHNOLOGY -- TIS has submitted a request for a Personal Services Contract (PSC) 45946 - 22/23 for \$5,000,000 for Initial Request services for the period 04/01/2023 – 04/30/2026. Notification of 30

days (60 days for SEIU) is required.

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

http://apps.sfgov.org/dhrdrupal/node/19411 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: <u>GENERAL SER</u>	VICES AGENCY	- TECHNOLOGY T	<u>ΓΙS</u>	Dept. C	ode: <u>TIS</u>	
Type of Request:	☑Initial	$\square$ Modification o	f an existing PS	SC (PSC #	)	
Type of Approval:	□Expedited	☑Regular	□Annual	☐ Continuing	☐ (Omit Posting	
Type of Service: <u>Citywide Adobe Software 5-Yr Agreement with proprietary software support</u>						
Funding Source: General Funding Source: \$5,200,000	PSC Est. Start Date	: <u>08/28/2020</u>	PSC Est. End Dat 08/27/2025	te		

#### 1. <u>Description of Work</u>

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

The purpose of this enterprise agreement is to purchase 3 major categories of subscription software from Adobe on a firm fixed price basis for the entire city for a base term of 3 years: 1.) desktop Adobe Acrobat DC with cloud storage turned off and 2.) Creative Cloud license + various Creative Single apps with cloud storage and 3.) proprietary software support.

IN 2020, after a public bid, DT awarded this 5-year agreement for Adobe software to an Adobe reseller, Bridge Micro, who also happens to be a City-certified local business enterprise. This citywide purchase includes proprietary software support. In CY2020, CSC did not impose a requirement that proprietary software support was subject to CSC review and approval.

To the extent that proprietary software support is now subject to CSC review and approval , DT is seeking CSC Approval at this time for the entire 5-year contract value.

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

  Just like Office365 application suite software, Adobe Acrobat DC software is a productivity tool that enhances the productivity of the City workforce at a time when many employees are working remotely from home. Without the use of this tool, there will be a lot more manual processes that is time-consuming and ineffective. In addition, Adobe offers proprietary technical support as part and parcel of the software purchase.
- 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.

  Before the inking of the citywide volume agreement, depts were purchasing Adobe software on an individual basis, a la carte.
- D. Will the contract(s) be renewed? YEs most likely it will.

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):

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

#### REASON FOR CHECKING OTHER:

IN 2020, after a public bid, DT awarded this 5-year agreement for ADobe software to an Adobe reseller, Bridge Micro, who also happens to be a City-certified local business enterprise. This citywide purchase includes proprietary software support. In CY2020, CSC did not impose a requirement that proprietary software support was subject to CSC review and approval. Where there is no labor, CSC approval is not required. However, CSC has opined in recent years that two types of contracts that would otherwise be treated as a commodity under Chapter 21 do require its approval. These contracts are: 1) Contracts for standard software support for software to which City has no code access; and 2) Cloud technology, including Software as a Service (SaaS), where City accesses software licenses through an online application instead of downloading it into its own servers. To the extent that proprietary software support is now subject to CSC review and approval and this software has some cloud services component, DT is seeking CSC Approval for the entire 5-year contract value.

#### 3. <u>Description of Required Skills/Expertise</u>

- A. Specify required skills and/or expertise: Proprietary Adobe Software Support that is normally not performed by a City employee
- B. Which, if any, civil service class(es) normally perform(s) this work? 1044, IS Engineer-Principal;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: NO

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

Not applicable.

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

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

  This is proprietary Software support for Adobe Acrobat DC and Creative Cloud.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. It would not be practical to adopt a new civil service class to perform this work.

#### 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. DT Hosts training sessions to depts on use of this software and Adobe subject matter experts are invited to deliver the training on the software on an as-needed basis.
- C. Are there legal mandates requiring the use of contractual services? No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
- 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. <u>Union Notification</u>: On <u>11/02/2022</u>, 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:

Phone: 628 652 5074 Email: jolie.gines@sfgov.org Name: Jolie Gines

Address: One South Van Ness Ave 2nd Fllor San Francisco, CA 94103

\*

#### FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 46561 - 22/23

DHR Analysis/Recommendation: Commission Approval Required DHR Approved for 01/25/2023

**Civil Service Commission Action:** 

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

From: <u>dhr-psccoordinator@sfgov.org</u> on behalf of <u>jolie.gines@sfgov.org</u>

To: Gines, Jolie (TIS); WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org;

kschumacher@ifpte21.org; amakayan@ifpte21.org; |21pscreview@ifpte21.org; Wong, Fan-Wa (TIS); DHR-

PSCCoordinator, DHR (HRD)

**Subject:** Receipt of Notice for new PCS over \$100K PSC # 46561 - 22/23

**Date:** Wednesday, November 2, 2022 4:27:36 PM

RECEIPT for Union Notification for PSC 46561 - 22/23 more than \$100k

The GENERAL SERVICES AGENCY - TECHNOLOGY -- TIS has submitted a request for a Personal Services Contract (PSC) 46561 - 22/23 for \$5,200,000 for Initial Request services for the period 08/28/2020-08/27/2025. 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/19399 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)

#### Justification for a 5-year Software Support Services with Adobe

Where there is no labor, CSC approval is not required. However, CSC has opined in recent years that two types of contracts that would otherwise be treated as a commodity under Chapter 21 do require its approval. These contracts are:

- 1) Contracts for standard software support for software to which City has no code access; and
- 2) Cloud technology, including Software as a Service (SaaS), where City accesses software licenses through an online application instead of downloading it into its own servers.

To that end, DT is bringing forward this 5-year citywide enterprise agreement for Adobe on-premise software with cloud services for CSC approval that was inked in 2020 for a base term of **3 years + 2 optional years.** 

The purpose of this enterprise agreement is to purchase 3 major categories of subscription software from Adobe on a firm fixed price basis for the entire city for a base term of 3 years: 1.) desktop Adobe Acrobat DC with cloud storage turned off and 2.) Creative Cloud license + various Creative Single apps with cloud storage and 3.) proprietary software support.

IN 2020, after a public bid, DT awarded this 5-year agreement for ADobe software to an Adobe reseller, Bridge Micro, who also happens to be a City-certified local business enterprise. This citywide purchase includes proprietary software support. In CY2020, CSC did not impose a requirement that proprietary software support was subject to CSC review and approval.

To the extent that proprietary software support is now subject to CSC review and approval, DT is seeking CSC Approval for the entire 5-year contract value. At this time, DT has decided to exercise the 2 optional years so that this software can be made available to all 55+ depts.

#### **FINAL PRICING**

	Aggregate 1	Aggregate 2		
Extended Price Year 1 (8/28/2020- 8/27/2021)	Extended Price Year 2 (8/28/2021- 8/27/2022)	Extended Price Year 3 (8/28/2022- 8/27/2023)	Option Year One: Extended Price Year 4 (8/28/2023- 8/27/2024)	Option Year Two: Extended Price Year 5 (8/28/2024- 8/27/2025)
\$313,384.62	\$355,595.60	\$355,595.60	\$377,524.00	\$394,215.76
\$589,461.54	\$589,461.54	\$589,461.54	\$626,135.00	\$653,469.60
\$29,739.56	\$29,739.56	\$29,739.56	\$32,010.00	\$32,969.33
\$16,139.31	\$16,139.31	\$16,139.31	\$17,134.57	\$17,891.65
\$5.662.24	\$5.662.24	\$5.662.24	\$6.011.41	\$6,277,11
\$954,387.26	\$996,598.25	\$996,598.25	\$1,058,814.98	\$1,104,823.45

### City and County of San Francisco Sourcing Event ID 0000004247

### Request for Bids for: Adobe Products

This Solicitation can be viewed under Sourcing Event ID 0000004247 at City's Partner website: <a href="https://sfcitypartner.sfgov.org/pages/index.aspx">https://sfcitypartner.sfgov.org/pages/index.aspx</a>



Date Issued:	July 22, 2020		
Pre-Proposal Conference Date and	July 28, 2020 at 10am Pacific Time		
Location:	Call (877) 810-9415; ACCESS CODE: 7571618		
Deadline for Questions:	July 30, 2020 at 5pm Pacific Time		
Submission Due Date:	August 7, 2020 at 2pm Pacific Time		
Bid Opening Date and Location:	August 7, 2020 at 2pm Pacific Time		
	Call (877) 810-9415; ACCESS CODE: 7571618		
Buyer:	Omar Sanchez Purchaser Office of Contract Administration 1 Dr Carlton B Goodlett PI, San Francisco, CA 94102 Rm. 430 Phone: 415-695-2123 Email: Omar.Sanchez@sfgov.org		

#### **Attachments**

Attachment 1: Contract Terms (P-600/648/540/545)

Attachment 2: Bid Sheet

Attachment 3: Proposer Questionnaire

Attachment 4: Proposer Information and References

Attachment 5: First Source Hiring Form

Attachment 6: Reserved (Health Care Accountability Ordinance & Minimum Compensation Ordinance Forms).

Attachment 7: Reserved (Sweatfree Ordinance Form P-12U-C).

Attachment 8: Reserved (Sweatfree Ordinance Form P-12U-I).

Attachment 9: CMD Form 3

Attachment 10: Reserved (LBE Participation Requirements and Good Faith Outreach Forms).

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#### I. INTRODUCTION AND SOLICITATION SCHEDULE

#### A. Introduction

#### 1. General

This Request for Bids (hereinafter "Solicitation") is being issued by the City and County of San Francisco Office of Contract Administration (OCA) on behalf of all City and County of San Francisco ("City") departments. OCA, in conjunction with City departments, is seeking one qualified supplier ("Proposer") to provide Adobe software products to the City to be utilized at various locations as required by the City. The City has approximately 65 departments, ranging from small to very large. Some departments maintain facilities located outside of the geographic limits of the City.

Adobe will be distributing its software through Carahsoft, its distributor for this City contract, to authorized Adobe resellers.

#### 2. Selection Overview

The City shall award a contract to the Proposer that meets the Minimum Qualifications of this Solicitation whose Proposal is deemed the Lowest Responsive Bid.

#### 3. Ordering by City Departments

City Departments shall use any contract awarded pursuant to this Solicitation at their absolute discretion throughout the contract term based on their business needs. All City Departments shall be entitled to the same options, pricing matrices, and discounts. Goods and/or Services to be furnished under this Contract shall be ordered by issuance of a Direct Purchase Order through a release from the awarded contract by City departments during the effective period of the contract.

#### **B.** Anticipated Contract Term

A contract awarded pursuant to this Solicitation shall be non-exclusive with an original term of three (3) years. The City at its sole, absolute discretion, shall have the option to extend the term for two (2) additional years for a total of five (5) years.

#### C. Anticipated Contract Not to Exceed Amount

A contract awarded pursuant to this Solicitation shall have a not to exceed (NTE) amount of \$5,270,000 for the total allowable maximum term.

#### **D.** Cooperative Agreement

The Director of Purchasing may allow other public agencies or non-profits made up of multiple public agencies to utilize the resulting contract(s) to obtain some or all of the commodities or services to be provided by Proposer under the same terms and conditions of any contract awarded pursuant to this Solicitation. Pursuant to Section 21.16 of the San Francisco Administrative Code, other City Departments may also utilize the results of this competitive Solicitation. By participating in this competitive process, Proposer agrees that any agreement

resulting from this process may be utilized by other public entities to procure the commodities and/or services on the same terms.

#### E. Solicitation Schedule

The anticipated schedule for this Solicitation is set forth below. These dates are tentative and subject to change. It is the Proposer's responsibility to check the Sourcing Event on the City's Partner website for any addenda and updates.

Proposal Phase	Tentative Date
Solicitation issued by the City	July 22, 2020
Pre-Proposal Conference – Call (877) 810-9415; ACCESS CODE:	July 28 at 10am PT
7571618	
Deadline for submission of written questions or requests for clarification	July 30, 2020 at 5pm PT
Deadline to submit Proposals	August 7, 2020 at 2pm PT
Bid Opening - Call (877) 810-9415; ACCESS CODE: 7571618	August 7, 2020 at 2pm PT
Notice of Intent to Award	Week of August 10, 2020
Final Award	Week of August 17, 2020

**The Pre-Proposal Conference:** The Pre-Proposal Conference shall be held at:

Via Teleconference: Please call (877) 810-9415; ACCESS CODE: 7571618

The Pre-Proposal Conference will begin at the time specified and company representatives are urged to arrive on time. Topics already covered will not be repeated for the benefit of late arrivals. Failure to attend the Pre-Proposal Conference shall not excuse the successful Proposer from any obligations of a contract awarded pursuant to this Solicitation. Any change or addition to the requirements contained in this Solicitation as a result of the Pre-Proposal Conference will be executed by written Addendum to this Solicitation. It is the responsibility of the Proposer to check for any Addendum to this Solicitation and or any other items posted, that will be posted in the City's Supplier Portal (https://sfcitypartner.sfgov.org/pages/index.aspx).

**Bid Opening Procedures:** Proposals must be submitted before the time set for this Solicitation's Bid Opening. Bids will be opened by Purchasing at the hour and place stated herein in the presence of bidders who attend, and bid prices will be read upon request, as time permits. Proposers may inspect the bids after award.

#### F. How to Register as a City Supplier

The following requirements pertain to Proposers not currently registered with the City as a Supplier. Proposers who have completed their Supplier registration and Proposers who will be submitting their proposal through an existing registered City Supplier may skip this section.

- Step 1: Register as a BIDDER at: <a href="https://sfcitypartner.sfgov.org/pages/index.aspx">https://sfcitypartner.sfgov.org/pages/index.aspx</a>
- **Step 2:** Follow instructions for converting your BIDDER ID to a SUPPLIER ID. This will require you to register with the City Tax Collector's Office and submit Chapter 12B and 12C forms through the Supplier portal. Once these forms have been completed, submitted, and

processed, you will be notified via email with your organization's new Supplier ID. That email will also provide instructions for completing your Supplier registration.

- City Business Tax Registration Inquiries: For questions regarding business tax registration procedures and requirements, contact the Tax Collector's Office at (415) 554-4400 or, if calling from within the City and County of San Francisco, 311.
- Chapter 12(B) and 12(C) Inquiries: For questions concerning the City's Chapter 12(B) and 12(C) Equal Benefits and Non-Discrimination in Contracting requirements, go to <a href="https://www.sfgov.org/cmd">www.sfgov.org/cmd</a>.

#### G. Proposal Questions and Submissions

#### 1. Proposer Questions

Proposers shall address any questions regarding this Solicitation to the Buyer whose name and contact information appears on the cover page of this Solicitation. Proposers who fail to submit questions concerning this Solicitation and its requirements will waive all further rights to protest, based on the specifications and conditions.

Questions must be submitted in writing, by email only, no later than the deadline for submission of written questions or requests for clarification. All questions and answers will be posted publicly.

A written Addendum will execute any change or addition to the requirements contained in this Solicitation. It is the responsibility of the proposer to check for any Addenda, Q&A postings, and other updates which will be posted on the City's Partner website: <a href="https://sfcitypartner.sfgov.org/pages/Events-BS3/event-search.aspx">https://sfcitypartner.sfgov.org/pages/Events-BS3/event-search.aspx</a>.

#### 2. Proposal Format

Proposals must be created using a word processing software (e.g. Microsoft Word or Excel) and typed in a serif font (e.g.-Times New Roman). The document must have page margins of at least .5" on all sides.

Organizations interested in responding to this Solicitation must submit information in response to each item requested in this Solicitation in the format requested herein. Information must be provided at a level of detail that enables effective evaluation and comparison between proposals.

Failure to follow formatting, submission, or content requirements, as well as page limit restrictions (if any), may negatively impact your proposal's performance in the selection process.

Late proposal submissions will not be considered and failure to adhere to the above requirements may result in the rejection of your proposal.

#### 3. Time and Place for Submission of Proposals

Prior to the Proposal submission deadline, Proposers must:

**a. USB Drive:** Deliver to the Buyer whose name and contact information appears on the cover page of this Solicitation, by mail or in person, one (1) electronic copy of the Proposal on a USB flash drive. Postmarks will not be considered in judging the timeliness of

submissions. Late submissions will not be considered. Each original proposal received will be screened to ensure that all content required by this Solicitation is included. Partial or complete omission of any required content may disqualify proposals from further consideration;

**b.** <u>and</u> **SF Supplier Portal:** Prior to the Proposal submission deadline, Proposers must upload one electronic copy of the Proposal into the SF Supplier Portal in response to this Sourcing Event. The SF Supplier Portal can be accessed here: <a href="https://sfcitypartner.sfgov.org/pages/index.aspx.">https://sfcitypartner.sfgov.org/pages/index.aspx.</a>

#### H. Contract Negotiations

The selection of any proposal(s) shall not imply acceptance by the City of all terms of the proposal(s), which may be subject to further negotiations and approvals before the City may be legally bound thereby. If a satisfactory contract(s) cannot be negotiated in a reasonable time, the City, in its sole discretion, may terminate negotiations. Upon termination of negotiations, City may begin negotiation with the Proposer that meets the Minimum Qualifications of this Solicitation whose Proposal is deemed the next Lowest Responsive Bid.

#### I. Protest Procedures

#### 1. Protest of Non-Responsiveness Determination

Within (3) three business days of the City's issuance of a Notice of Non-Responsiveness, a supplier that believes the City has incorrectly determined that its proposal is non-responsive may submit a written Notice of Protest. The Notice of Protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or Solicitation provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

#### 2. Protest of Non-Responsible Determination

Within (3) three business days of the City's issuance of a Notice of Non-Responsibility, a supplier that would otherwise be the lowest responsive proposer may submit a written notice of protest. The supplier will be notified of any evidence reflecting upon their responsibility received from others or adduced as a result of independent investigation. The Notice of Protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or Solicitation provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

#### 3. Protest of Contract Award

Within (3) three business days of the City's issuance of a Notice of Intent to Award the contract, any firm that believes that the City has incorrectly selected another proposer for award may submit a written Notice of Protest. The Notice of Protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must

be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or Solicitation provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

### 4. Delivery of Protests

All protests must be received by the due date. Protests should be transmitted by a means that will objectively establish the date the City received the protest. If a protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein. Protests or notice of protests made orally (e.g., by telephone) will not be considered. Protests must be delivered by mail or email to the Buyer whose name and contact information appears on the cover page to this Solicitation.

### II. CITY'S SOCIAL POLICY REQUIREMENTS

Set forth below are some of the City's more prevalent policies related to certain obligations imposed upon suppliers ("City's Social Policy Requirements") who work with the City, each of which can be found in City's proposed Contract, Attachment 1.

The Social Policy Requirements set forth below are not intended to be a complete list of all City's Social Policy Requirements applicable to this Solicitation. Proposers are required to carefully review all Social Policy Requirements applicable to this Solicitation by reviewing City's proposed Contract, Attachment 1, in its entirety.

### A. Contractors Unable to do Business with the City

### 1. Generally

Contractors that do not comply with laws set forth in San Francisco's Municipal Codes may be unable to enter into a contract with the City. Laws applicable to this Solicitation are set forth below and in City's proposed Contract, Attachment 1

### 2. Administrative Code Chapter 12X

Subject to certain exceptions, Proposers are hereby advised that this Contract is subject to the requirements of Administrative Code Chapter 12X, which prohibits the City from entering into a contract with a contractor that has its headquarters in a state that has enacted a law or laws that perpetuate discrimination against LGBT people and/or has enacted a law that prohibits abortion prior to the viability of the fetus, or a contractor that will perform any or all of the work on the contract in such a state. Chapter 12X requires the City Administrator to maintain a list of such states, defined as "Covered States" under Administrative Code Sections 12X.2 and 12X.12. The list of Covered States is available on the website of the City Administrator (<a href="https://sfgsa.org/chapter-12x-state-ban-list">https://sfgsa.org/chapter-12x-state-ban-list</a>). Proposers will be required to certify compliance with Chapter 12X as part of its proposal, unless the City determines that a statutory exception applies.

Refer to Attachment 1 for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.

### 3. Administrative Code Chapter 12B

A Proposer selected pursuant to this Solicitation may not during the term of the Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

Refer to Attachment 1 for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.

- B. Reserved (Prevailing Wage Ordinance).
- C. Reserved (Health Care Accountability Ordinance).
- D. Reserved (Minimum Compensation Ordinance).
- **E.** First Source Hiring Program

A Proposer selected pursuant to this Solicitation shall comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code that apply to this Agreement and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

Refer to Attachment 1 for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.

### F. Local Business Enterprise Rating Bonus and Bid Discounts

Pursuant to Chapter 14B Local Business Enterprise (LBE) Program, rating bonuses or bid discounts, as the case may be, shall apply to the procurement of the goods or services, as applicable, being procured through this Solicitation in the manner described below. **The rating bonus or bid discount, as the case may be, apply at <u>each</u> phase of the selection process.** 

- 1. Reserved (Bid Discount/Rating Bonus for Services).
- 2. Reserved (Bid Discount/Rating Bonus for Professional Services by Joint Ventures)
- 3. Bid Discount/Rating Bonus for Commodities

<b>Estimated Contract</b>	Small/Micro LBEs	SBA LBEs
Value	Rating Bonus	Rating Bonus

Greater than \$10,000	10%	0%
but less than or equal		
to \$400,000		
Greater than \$400,000	10%	5%
but less than or equal		So long as it does not
to \$10,000,000.		adversely affect a Small or
		Micro-LBE proposer or a
		JV with LBE participation.
Greater than	0%	0%
\$10,000,000.		

- G. Reserved (Local Business Enterprise Subcontracting Participation Requirement and Good Faith Outreach).
- H. Reserved (Sweatfree Procurement).
- I. Other Social Policy Provisions

City's proposed Contract, Attachment 1, identifies they City's applicable social policy provisions related to a contract awarded pursuant to this Solicitation. Proposers are encouraged to carefully review these terms and ensure they are able to comply with them.

### III. GOODS AND SERVICES REQUESTED

### A. Goods and/or Services Requested

OCA, in conjunction with City departments, is seeking one qualified supplier to provide Adobe software products to the City to be utilized at various locations as required by the City. The City has approximately 65 departments, ranging from small to very large. Some departments maintain facilities located outside of the geographic limits of the City.

The goods being procured through this Solicitation are set forth in the Bid Sheet (Attachment 2). Upon contract execution, Proposer's submission with regard to the Goods offered shall be incorporated into Appendix B (Calculation of Charges) to the proposed Contract (Attachment 1 to this Solicitation).

- **B.** Reserved (Compliance Requirements Specific to the Goods/Services Solicited).
- C. Reserved (Articles Furnished)
- D. Reserved (Alternates).
- E. Reserved (Samples).
- F. Reserved (Freight on Board)
- G. Reserved (Green Purchasing Requirements).

### IV. PROPOSAL EVALUATION CRITERIA

Responsive Proposals will be evaluated by a panel ("Evaluation Panel") consisting of one or more parties with expertise related to the goods and/or services being procured through this Solicitation.

<b>Evaluation Phase</b>	Evaluation Criteria
Minimum Qualifications Documentation	Pass/Fail
Price Proposal	Low Bid

### A. Minimum Qualifications Documentation (Pass/Fail)

Each proposal will be reviewed for initial determination on whether Proposer meets the qualifications ("Minimum Qualifications") referenced in this section. This screening is a pass or fail determination as to whether the Proposer has met the minimum qualifications. A proposal that fails to meet the Minimum Qualifications will not be eligible for further consideration in the evaluation process. The City reserves the right to request clarifications from Proposers prior to rejecting a Proposal for failure to meet the Minimum Qualifications.

**Minimum Qualifications Documentation:** Proposers must provide documentation that clearly demonstrates each Minimum Qualification listed below has been met. Documentation should be clearly marked as "MQ1", MQ2", etc.... to indicate which Minimum Qualification it supports.

MQ#	Description				
MQ1	Evidence that Proposer is 12B compliant or able to provide pertinent information to				
	become compliant within 30 days of the RFB publication. (i.e. supporting				
	documents from the City verifying compliance or pending compliance).				
MQ2	Completed Attachments:				
	☐ San Francisco Business Tax Certificate				
	☐ Signed copy of all Bid Addenda (If applicable)				
	☐ Attachment 1: Contract Terms				
	☐ Attachment 2: Bid Sheet				
	Attachment 3: Proposer Questionnaire				
	Attachment 4: Proposer Information and References				
	☐ Attachment 5: First Source Hiring Form				
	Attachment 6: Reserved (Health Care Accountability Ordinance & Minimum				
	Compensation Ordinance Forms).   Attachment 7: Reserved (Sweatfree Ordinance Form P-12U-C).				
	☐ Attachment 8: Reserved (Sweatfree Ordinance Form P-12U-I). ☐ Attachment 9: CMD Form 3				
	☐ Attachment 10: Reserved (LBE Participation Requirements and Good Faith				
	Outreach Forms).				
MQ3	Signed and dated letter on company letterhead stating that your firm is an authorized				
	Adobe reseller.				
MQ4	Three (3) different verifiable client references from current or past institutional,				
	commercial, industrial or similar organizations showing a minimum of three (3)				
	years of experience within the last five (5) years of providing software licenses of a				
	nature substantially similar to those requested in this RFB.				
	nature substantiany sinniar to those requested in this RFD.				

### **B.** Price Proposal (Low Bid)

### 1. Price Proposal Format.

The Bid Sheet associated with this Solicitation is attached hereto as Attachment 2. Include a completed Bid Sheet with your Proposal, following all instructions set forth

therein.

### 2. Bidding on Separate Items and in the Aggregate:

The evaluated price will be based on the total cost of items within each Aggregate. Total price by Bid Sheet line within each Aggregate will be evaluated based on the proposed estimated quantity multiplied by the bid price per unit. The evaluated price by Aggregate will be reduced by any applicable LBE discounts, Local Tax discounts and/or Cash Discounts.

### 3. The Total Points awarded for a proposal shall be calculated as follows:

- **a.** Aggregate 1 (90 Points): Lowest Total Proposed Price / Proposer's Total Proposed Price) x (Maximum Points possible for Price)
- **b.** Aggregate 2 (10 Points): Lowest Total Proposed Price / Proposer's Total Proposed Price) x (Maximum Points possible for Price)

The Bidder with highest total score based on the sum of Aggregates 1 and 2 shall be deemed the Lowest Responsive Bidder.

- **4. Application of Cash Discounts to the Evaluation of Proposer's Price Proposal.** Cash discount (discount for prompt payment) will **not** be taken into consideration in determining the Lowest Responsive Bid.
- 5. Reserved (Application of Admin Code Section 21.32 ("Anticipated Local Tax Revenue") to the Evaluation of Proposer's Price Proposal).

### 6. Evaluation Period.

The City will attempt to evaluate proposals within thirty (30) days after receipt of bid(s). If City requires additional evaluation time, all Proposers will be notified in writing of the new expected award date.

### 7. Price Discrepancies.

If there is a discrepancy between the Bid Sheet and the People Soft Line Items, the Bid Sheet pricing will prevail. In the event of a discrepancy between the unit price and the extended price, the unit price will prevail.

### V. INSURANCE AND BONDS

### A. Insurance

Prior to award, the successful bidder or bidders will be required to furnish evidence of insurance as outlined in Attachment 1, Contract terms.

- B. Reserved (Performance Bond).
- C. Reserved (Fidelity Bond).
- **D.** Failure to Provide Insurance

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

### VI. TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS

### A. Contract Requirements

The successful proposer will be required to enter into a contract substantially in the form of the contract attached hereto as Attachment 1, "Contract Terms". The Contract Terms are not subject to negotiation. Failure to timely execute the contract, or to furnish any and all insurance certificates and policy endorsement, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The City, in its sole discretion, may select another firm and may proceed against the original selectee for damages.

### B. Solicitation Errors and Omissions

Proposers are responsible for reviewing all portions of this Solicitation. Proposers are to promptly notify the City, in writing and to the Solicitation contact person if the Proposer discovers any ambiguity, discrepancy, omission, or other error in the Solicitation. Any such notification should be directed to the City promptly after discovery, but in no event later than the deadline for questions. Modifications and clarifications will be made by addenda as provided below.

### C. Objections to Solicitation Terms

Should a Proposer object on any ground to any provision or legal requirement set forth in this Solicitation, the Proposer must, no later than the deadline for questions, provide written notice to the setting forth with specificity the grounds for the objection. The failure of a Proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

### D. Solicitation Addenda

The City may modify this Solicitation, prior to the proposal due date, by issuing an Addendum to the Solicitation, which will be posted on the subject Sourcing Event's page on the SF Supplier

Portal, <a href="https://sfcitypartner.sfgov.org/pages/index.aspx">https://sfcitypartner.sfgov.org/pages/index.aspx</a>. Every Addendum will create a new version of the Sourcing Event and Proposers must monitor the event for new versions. The Proposer shall be responsible for ensuring that its proposal reflects any and all Solicitation Addendum(s) issued by the City prior to the proposal due date regardless of when the proposal is submitted. Therefore, the City recommends that the Proposer consult the website frequently, including shortly before the proposal due date, to determine if the Proposer has downloaded all Solicitation Addendum(s). It is the responsibility of the Proposer to check for any Addendum, Questions and Answers documents, and updates, which may be posted to the subject Solicitation.

### E. Term of Proposal

Submission of a proposal signifies that the proposed products, services and prices are valid for 180 calendar days from the proposal due date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity. At Proposer's election, the proposal may remain valid beyond the 180-day period in the circumstance of extended negotiations.

### F. Revision of Proposal

A proposer may revise a proposal on the Proposer's own initiative at any time before the deadline for submission of proposals. The Proposer must submit the revised proposal in the same manner as the original. A revised proposal must be received on or before, but no later than the proposal due date and time. In no case will a statement of intent to submit a revised proposal, or commencement of a revision process, extend the proposal deadline for any Proposer.

At any time during the proposal evaluation process, the City may require a Proposer to provide oral or written clarification of its proposal. The City reserves the right to make an award without further clarifications of proposals received.

### G. Errors and Omissions in Proposal

Failure by the City to object to an error, omission, or deviation in the proposal will in no way modify the Solicitation or excuse the Proposer from full compliance with the specifications of this Solicitation or any contract awarded pursuant to this Solicitation.

### H. Financial Responsibility

The City accepts no financial responsibility for any costs incurred by a Proposer in responding to this Solicitation. Proposers' submissions to this Solicitation will become the property of the City and may be used by the City in any way deemed appropriate.

### I. Proposer's Obligations under the Campaign Reform Ordinance

Proposers must comply with Section 1.126 of the S.F. Campaign and Governmental Conduct Code, which states in pertinent part:

"No person who contracts with the City and County of San Francisco for the rendition of personal services, for the furnishing of any material, supplies or equipment to the City, or for selling any land or building to the City, whenever such transaction would require approval by a City elective officer, or the board on which that City elective officer serves, shall make any

contribution to such an officer, or candidates for such an office, or committee controlled by such officer or candidate at any time between commencement of negotiations and the later of either (1) the termination of negotiations for such contract, or (2) three months have elapsed from the date the contract is approved by the City elective officer or the board on which that City elective officer serves."

If a Proposer is negotiating for a contract that must be approved by an elected local officer or the board on which that officer serves, the Proposer is prohibited during the negotiation period from making contributions to:

- The officer's re-election campaign;
- A candidate for that officer's office;
- A committee controlled by the officer or candidate.

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a contractor approaches any city officer or employee about a particular contract, or a city officer or employee initiates communication with a potential contractor about a contract. Examples of initial contacts include: (1) a supplier contacts a city officer or employee to promote himself or herself as a candidate for a contract; and (2) a city officer or employee contacts a contractor to propose that the contractor apply for a contract.

The negotiation period ends when a contract is awarded or not awarded to a Proposer.

Inquiries for information about a particular contract, requests for documents relating to a Solicitation, and requests to be placed on a mailing list do not constitute negotiations.

Violation of Section 1.126 may result in the following criminal, civil, or administrative penalties:

- 1. Criminal. Any person who knowingly or willfully violates Section 1.126 is subject to a fine of up to \$5,000 and a jail term of not more than six months, or both.
- **2.** Civil. Any person who intentionally or negligently violates Section 1.126 may be held liable in a civil action brought by the civil prosecutor for an amount up to \$5,000.
- **3. Administrative**. Any person who intentionally or negligently violates Section 1.126 may be held liable in an administrative proceeding before the Ethics Commission held pursuant to the Charter for an amount up to \$5,000 for each violation.

For further information, Proposers should contact the San Francisco Ethics Commission at (415) 252-3100.

### J. Public Access to Meetings and Records (Non Profit Entities)

If a Proposer is a non-profit entity that receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the S.F. Administrative Code, the Proposer must comply with Chapter 12L. The Proposer must include in its proposal (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to Proposer's meetings and records, and (2) a summary of all complaints concerning the proposer's compliance with Chapter 12L that were filed with the City

in the last two years and deemed by the City to be substantiated. The summary shall also describe the disposition of each complaint. If no such complaints were filed, the Proposer shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in proposer's Chapter 12L submissions shall be grounds for rejection of the proposal and/or termination of any subsequent Agreement reached on the basis of the proposal.

### K. Reservations of Rights by the City

The issuance of this Solicitation does not constitute an agreement by the City that any contract will actually be entered into by the City. The City expressly reserves the right at any time to:

- 1. Waive or correct any defect or informality in any response, proposal, or proposal procedure;
  - 2. Reject any or all proposals;
  - 3. Reissue the Solicitation;
- 4. Prior to submission deadline for proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this Solicitation, or the requirements for contents or format of the proposals;
- 5. Procure any materials, equipment or services specified in this Solicitation by any other means; or
  - 6. Determine that no project will be pursued.

### L. No Waiver

No waiver by the City of any provision of this Solicitation shall be implied from any failure by the City to recognize or take action on account of any failure by a proposer to observe any provision of this Solicitation.

### M. Other

- 1. The City may make such investigation, as it deems necessary, prior to the award of this contract to determine the conditions under which the goods are to be delivered or the work is to be performed. The City will take into consideration, but not be limited to:
  - a. Any condition set for this in this Solicitation;
  - b. Adequacy of Proposer's plant facilities and/or equipment
  - c. Adequacy of Proposer's personnel and equipment to properly perform all services called for under the contract.
- 2. City reserves the right to inspect Contractor's place of business prior to award or at any time during the contract term or any extension thereof, to aid City in determining Contractor's capabilities and qualifications.
- 3. Failure to timely execute the contract, or to furnish any and all insurance certificates and policy endorsements, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The City, in its sole discretion, may select another firm and may proceed against the original selectee for damages.

- 4. City reserves the right to reject any Proposal on which the information submitted by Proposer fails to satisfy City and/or Proposer is unable to supply the information and documentation required by this Solicitation within the period of time requested.
- 5. Any false statements made by a Proposer or any related communication/clarification may result in the disqualification of their Proposal from receiving further evaluation and contract award.

# Modification Personal Services Contracts

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

Department: Alf	RPORT COMMIS	<u>SION</u>	Dept. Code: <u>AIR</u>			
Type of Request:	□Initial	☑Modification	1/22)			
Type of Approval:	□Expedited	☑Regular	□Annual	$\square$ Continuing	☐ (Omit Posting)	
Type of Service:	Engineering Co	nceptual Design	for Electrical Subs	<u>station</u>		
Funding Source:	<u>Airport Capital</u>	Fund/ San Franc	cisco PUC			
PSC Original Approved Amount: \$5,000,000 PSC Original Approved Duration: 01/01/22 - 12/31/24 (3 yes						
PSC Mod#1 Amo	ount: <u>\$4,000,00</u>	<u>0</u>	PSC Mod#1 Duration: <u>01/01/25-12/31/25 (1 year)</u>			
PSC Cumulative	Amount Propos	ed: \$9.000.000	PSC Cumulative	Duration Proposed	d: 4 vears	

### 1. Description of Work

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

Contractor will provide the engineering conceptual design to upgrade the San Francisco International Airport's (Airport) two main 115 kilo volt (kV) electrical substations to improve redundancy for power scenarios outside normal operations and increase capacity to meet the anticipated electrical capacity demand growth. The transformers are owned by the San Francisco Public Utilities Commission (SFPUC), and SFPUC Power Enterprise is funding 80% of the proposed work. The proposed work includes: 1) specialized design on 115kV high voltage and 12kV medium voltage electrical systems, 2) provide expertise in the regulations, policies, procedures, and standards of Federal Energy Regulatory Commission (FERC), California Independent System Operator (CAISO) and 3) develop conceptual design alternatives that will be then selected for project environmental review and clearance.

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

These services are necessary to ensure the Airport can maintain operations without disruptions to electrical power or be susceptible to power outage/disruption scenarios. The consequences of not implementing this upgrade would be that the Airport would risk not being able to meet electrical demands and would be susceptible to power outages which would disrupt Airport operations, including endangering public health and passenger service.

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

Yes, PCS 48036 - 21/22

D. Will the contract(s) be renewed?

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

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

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

- A. Display all that apply
- ☑ Short-term or capital projects requiring diverse skills, expertise and/or knowledge.

Explain the qualifying circumstances:

This is a capital project, hiring experienced specialized engineering disciplines such as electrical substation systems design/construction professionals permanently would be impractical as these upgrades are not frequently done.

B. Reason for the request for modification:

Need to add time and money.

### 3. <u>Description of Required Skills/Expertise</u>

- A. Specify required skills and/or expertise: Expertise is needed in engineering design and construction of a minimum of 50 megavolt ampere (MVA) rated electrical substations facilities, high voltage 115kV or greater transmission system and 12kV medium voltage distribution system. Specific expertise in coordinating with California Independent System Operator (CAISO), and substation design for physical and cybersecurity compliance with North American Electric Reliability Corporation (NERC) and Critical Infrastructure Protection Standards (CIP). In addition, proficiency with the latest high voltage and medium voltage system-related standards and regulations such as Institute of Electrical and Electronics Engineers (IEEE), American National Standards Institute (ANSI).
- B. Which, if any, civil service class(es) normally perform(s) this work? 5207, Assoc Engineer; 5211, Eng/Arch/Landscape Arch Sr; 5212, Engineer/Architect Principal; 5241, Engineer; 5274, Landscape Architect; 5506, Project Manager 3;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

### 4. <u>If applicable, what efforts has the department made to obtain these services through available resources</u> 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.
  - Staff (both Airport and SFPUC) in classes 5207, 5241, 5211 will be working on this project to provide stakeholder input and guide consultant's work, however, the existing civil service classifications do not have the required expertise and specialized skills related to the design of 50 MVA rated, high voltage 115kV electrical substation; physical and cybersecurity design of electrical substation. There is no city staff with the required expertise and specialized skills to perform all of the work related on this project.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No, electrical substation requires unique skills and experience and are upgraded every thirty years or so, which is not often enough to have constant staff at hand. Adopting new professionals focused on electrical substation design/construction would be impractical.

### 6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation. No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not. There will be no formal training as part of this contract.
- C. Are there legal mandates requiring the use of contractual services? No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
- 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. **Lean Technologies Corporation**
- 7. <u>Union Notification</u>: On <u>11/15/22</u>, the Department notified the following employee organizations of this PSC/RFP request:

Professional & Tech Engrs, 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: <u>Cynthia Avakian</u> Phone: <u>650-821-2014</u> Email: <u>cynthia.avakian@flysfo.com</u>

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

\*

### FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 48036 - 21/22

DHR Analysis/Recommendation: **Commission Approval Required** DHR Approved for 01/25/2023

**Civil Service Commission Action:** 

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

From: dhr-psccoordinator@sfgov.org on behalf of cynthia.avakian@flysfo.com

To:

Cynthia Avakian (AIR); Laxamana, Junko (DBI); ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; l21pscreview@ifpte21.org; Cynthia Hoe (AIR); DHR-PSCCoordinator, DHR (HRD)

Subject: Receipt of Modification Request to PSC # 48036 - 21/22 - MODIFICATIONS

Date: Tuesday, November 15, 2022 12:29:16 PM

### PSC RECEIPT of Modification notification sent to Unions and DHR

The AIRPORT COMMISSION -- AIR has submitted a modification request for a Personal Services Contract (PSC) for \$4,000,000 for services for the period January 1, 2025 – December 31, 2025. For all Modification requests, there

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

initial PSC and the cumulative amount of the request is over \$100,000, there

a 60 day review period for SEIU

After logging into the system please select link below:

### http://apps.sfgov.org/dhrdrupal/node/19421

Email sent to the following addresses: L21PSCReview@ifpte21.org eerbach@ifpte21.org kpage@ifpte21.org kschumacher@ifpte21.org tmathews@ifpte21.org wendywong26@yahoo.com WendyWong26@yahoo.com ecassidy@ifpte21.com junko.laxamana@sfgov.org

# Additional Attachment(s)

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

Department: <u>AIRPORT COM</u>	1MISSION AIR	}		Dept. Co	ode: AIR		
beptitioner. And our commission And							
Type of Request:	☑Initial	$\square$ Modification of	an existing PSC	C (PSC #	)		
Type of Approval:	□Expedited	<b>☑</b> Regular	□Annual	☐ Continuing	☐ (Omit Posting)		
Type of Service: Engineering	ng Conceptual D	Design for Electrical	<u>Substation</u>				
Funding Source: <u>Airport Capital Fund/ San Francisco PUC</u> PSC Amount: \$5,000,000 PSC Est. Start Date: 01/01/2022 PSC Est. End Date 12/31/2024							
1. Description of Work							
A. Scope of Work/Services to be Contracted Out:							
Contractor will provide t (Airport) two main 115 k					·		

normal operations and increase capacity to meet the anticipated electrical capacity demand growth. The

12kV medium voltage electrical systems, 2) provide expertise in the regulations, policies, procedures, and

3) develop conceptual design alternatives that will be then selected for project environmental review and

transformers are owned by the San Francisco Public Utilities Commission (SFPUC), and SFPUC Power Enterprise is funding 80% of the proposed work. The proposed work includes: 1) specialized design on 115kV high voltage and

standards of Federal Energy Regulatory Commission (FERC), California Independent System Operator (CAISO) and

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

These services are necessary to ensure the Airport can maintain operations without disruptions to electrical power or be susceptible to power outage/disruption scenarios. The consequences of not implementing this upgrade would be that the Airport would risk not being able to meet electrical demands and would be susceptible to power outages which would disrupt Airport operations, including endangering public health and passenger service.

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

This is a new service.

clearance.

D. Will the contract(s) be renewed?

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

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

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 capital project, hiring experienced specialized engineering disciplines such as electrical substation systems design/construction professionals permanently would be impractical as these upgrades are not frequently done.

### 3. <u>Description of Required Skills/Expertise</u>

- A. Specify required skills and/or expertise: Expertise is needed in engineering design and construction of a minimum of 50 megavolt ampere (MVA) rated electrical substations facilities, high voltage 115kV or greater transmission system and 12kV medium voltage distribution system. Specific expertise in coordinating with California Independent System Operator (CAISO), and substation design for physical and cybersecurity compliance with North American Electric Reliability Corporation (NERC) and Critical Infrastructure Protection Standards (CIP). In addition, proficiency with the latest high voltage and medium voltage system-related standards and regulations such as Institute of Electrical and Electronics Engineers (IEEE), American National Standards Institute (ANSI).
- B. Which, if any, civil service class(es) normally perform(s) this work? 5207, Assoc Engineer; 5211, Eng/Arch/Landscape Arch Sr; 5212, Engineer/Architect Principal; 5241, Engineer; 5274, Landscape Architect; 5506, Project Manager 3;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

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

The Airport sent a Notice of Intent to the following city departments (DPW, SFPUC, PORT, MTA), dated April 16, 2021. The Airport did not receive a response from any of the departments.

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

- A. Explain why civil service classes are not applicable.
  - Staff (both Airport and SFPUC) in classes 5207, 5241, 5211 will be working on this project to provide stakeholder input and guide consultant's work, however, the existing civil service classifications do not have the required expertise and specialized skills related to the design of 50 MVA rated, high voltage 115kV electrical substation; physical and cybersecurity design of electrical substation. There is no city staff with the required expertise and specialized skills to perform all of the work related on this project.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, electrical substation requires unique skills and experience and are upgraded every thirty years or so, which is not often enough to have constant staff at hand. Adopting new professionals focused on electrical substation design/construction would be impractical.

### 6. Additional Information

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

  No. There will be no formal training as part of this contract.
- C. Are there legal mandates requiring the use of contractual services?
- D. Are there federal or state grant requirements regarding the use of contractual services? 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.** <u>Union Notification</u>: On <u>09/28/2021</u>, the Department notified the following employee organizations of this PSC/RFP request:

Architect & Engineers, Local 21; Professional & Tech Engrs, Local 21

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

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

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

\*

### FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC#<u>48036 - 21/22</u>

DHR Analysis/Recommendation: action date: 12/06/2021

Commission Approval Required Approved by Civil Service Commission

12/06/2021 DHR Approved for 12/06/2021

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

Department: <u>GE</u>	NERAL SERVICES	S AGENCY - CITY	<u>ADMIN</u>	Dept. Co	ode: <u>ADM</u>
Type of Request:	□Initial	✓Modification	9/20)		
Type of Approval:	□Expedited	<b>☑</b> Regular	□Annual	☐ Continuing	☐ (Omit Posting)
Type of Service:	<u>Equipment mai</u>	<u>ntenance</u>			
Funding Source:	General Fund				
PSC Original App	proved Amount:	<u>\$250,000</u>	PSC Original App	roved Duration: (	02/01/20 - 01/30/25 (5 years)
PSC Mod#1 Amo	ount: <u>\$500,000</u>		PSC Mod#1 Duration: <u>no duration added</u>		
PSC Mod#2 Amo	ount: <u>\$1,250,00</u>	<u>0</u>	PSC Mod#2 Duration: 03/01/21-04/30/26 (1 year 12 weeks)		
PSC Cumulative	Amount Propos	ed: <u>\$2,000,000</u>	PSC Cumulative I	Duration Proposed	d: <u>6 years 12 weeks</u>

### 1. Description of Work

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

The Contractor will provide as-needed maintenance services on city-owned vehicle service equipment on two new City fleet maintenance facilities: 555 Selby Street and 450 Toland Street, San Francisco.

- B. Explain why this service is necessary and the consequence of denial:
- City mechanics perform vehicle maintenance and repairs on the municipal fleet using various power tools and vehicle service equipment such as 40-ton vehicle lifts, 5-ton overhead bridge cranes, 66-foot refinishing paint booths, high-capacity tire and parts storage carousels, and many others. To ensure employees have safe tools and service equipment with which to work and to avoid unexpected equipment breakdowns, Central Shops is seeking a Contractor to perform scheduled preventive maintenance and as-needed repairs on city-owned vehicle service equipment in accordance with original equipment manufacturer (OEM) recommendations and standards. Denial of this request will result in an increased risk to employee safety and potential premature failure of City-owned vehicle service equipment.
- 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 45869 19/20
- 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:

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

- A. Display all that apply
- ✓ Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).

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

### **REASON FOR CHECKING OTHER:**

Civil service classes do not meet the warranty requirements. Explain the qualifying circumstances:

Work is as-needed and seasonal. Civil service classes would not meet the requirements of the equipment warranties.

### B. Reason for the request for modification:

Need to increase the amount due to insufficient funds available on the contract needed in order to last up to the contract end date of 4/30/26. The contract end date will be 4/30/26 and the requested increase amount is \$1,250,000.

#### 3. <u>Description of Required Skills/Expertise</u>

- A. Specify required skills and/or expertise: Contractor shall be the original equipment manufacturer's authorized warranty and service provider. Contractor shall be factory trained, hold the appropriate up-to-date trade license(s), and have the knowledge and experience to perform maintenance and repairs on the Department's diverse vehicle service equipment.
- B. Which, if any, civil service class(es) normally perform(s) this work? 7332, Maintenance Machinist;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

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

Not Applicable

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

- A. Explain why civil service classes are not applicable.
   City staff is not factory trained and does not have the knowledge and experience to work on vehicle service equipment.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. The maintenance and inspection work is on an as-needed/seasonal, less than full-time basis. Also, civil service classes would not meet the requirements of the equipment warranties.

### 6. Additional Information

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

**7.** <u>Union Notification</u>: On <u>11/18/22</u>, the Department notified the following employee organizations of this PSC/RFP request:

Automotive Machinists, Local 1414;

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

Name: Lynn Khaw Phone: 4155546296 Email: lynn.khaw@sfgov.org

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

\*

### FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 45869 - 19/20

DHR Analysis/Recommendation: Commission Approval Required DHR Approved for 01/25/2023 **Civil Service Commission Action:** 

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

From: <u>dhr-psccoordinator@sfgov.org</u> on behalf of <u>lynn.khaw@sfgov.org</u>

To: Khaw, Lynn (ADM); mjayne@iam1414.org; agonzalez@iam1414.org; speedy4864@aol.com; Lubamersky, Joan

(ADM), DHR-PSCCoordinator, DHR (HRD)

**Subject:** Receipt of Modification Request to PSC # 45869 - 19/20 - MODIFICATIONS

**Date:** Friday, November 18, 2022 4:01:54 PM

#### 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 \$1,250,000 for services for

the period March 1, 2021 – April 30, 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  $\cdot$ 

a 60 day review period for SEIU

After logging into the system please select link below:

### http://apps.sfgov.org/dhrdrupal/node/15940

Email sent to the following addresses: speedy4864@aol.com agonzalez@iam1414.org

Mjayne@iam1414.org

# Additional Attachment(s)

### PROPOSAL

### OFFICE OF CONTRACT ADMINISTRATION

### 77810 PURCHASING DIVISION APPENDIX B

Instructions:

Proposer, you must fill out all green fields. Match the Item # on this "Appendix B\_Bid Sheet" to the corresponding Item # on "Attachment A\_Equipment List and Tasks" for a more detailed Description, Manufacturer, Model, Location, and Work Tasks. Price Per Service must be inclusive of all consumables and services related to each scheduled preventative maintenance for those quantities of items listed. Please note, some Lines contain multiple Items and Quantities. Bidder must bid on all items in the Bid Sheets; failure to do so will result in a rejected bid

TC

Proposer Name:	Makai Solutions
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тторс	oser Name:	Iviakai 50				
			Service at 3 Months			
Line #	Qty	Item#	Description		Price Per Service	
1	2	12	Compressor, pneumatic air		\$ 2,800.00	
2	2	13	Compressor, pneumatic air		\$ 2,800.00	
3	1	48	Wash pad, above ground		\$ 6,500.00	
4				Sub-Total	\$ 12,100.00	
Line #	Qty	Item #	Service at 6 Months  Description		Price Per Service	
5	1	48	Wash pad, above ground		\$ 6,500.00	
		40 7				
6	1		Carousel, tire storage		\$ 792.00	
7	2	19	Fluid evacuation system, including 19a		\$ 3,164.00	
8	Multiple	20	Fluid management system, including 20a, 20b, 20c, 20d & 20e		\$ 32,780.00	
9	2	47	Vertical lift modules		\$ 7,700.00	
10				Sub-Total	\$ 50,936.00	
			Service at 9 Months			
Line #	Qty	ltem #	Description		Price Per Service	
11	2	12	Compressor, pneumatic air		\$ 2,800.00	
12	2	13	Compressor, pneumatic air		\$ 2,800.00	
13	1	48	Wash pad, above ground		\$ 6,500.00	
14	-			Sub-Total	\$ 12,100.00	
					Ψ 12)100100	
Service at 12 Months						
			Service at 12 Months			
Line #	Qty	ltem #	Description		Price Per Service	
15	Qty 1	48	<b>Description</b> Wash pad, above ground		\$ 6,500.00	
15 16	1 1	48 7	<b>Description</b> Wash pad, above ground Carousel, tire storage		\$ 6,500.00 \$ 792.00	
15 16 17	1 1 2	48 7 19	<b>Description</b> Wash pad, above ground Carousel, tire storage Fluid evacuation system, including 19a		\$ 6,500.00 \$ 792.00 \$ 3,164.00	
15 16	1 1	48 7	<b>Description</b> Wash pad, above ground Carousel, tire storage Fluid evacuation system, including 19a Fluid management system, including 20a, 20b, 20c, 20d & 20e		\$ 6,500.00 \$ 792.00 \$ 3,164.00 \$ 32,780.00	
15 16 17	1 1 2	48 7 19	<b>Description</b> Wash pad, above ground Carousel, tire storage Fluid evacuation system, including 19a		\$ 6,500.00 \$ 792.00 \$ 3,164.00 \$ 32,780.00 \$ 7,700.00	
15 16 17 18	1 1 2 Multiple	48 7 19 20	<b>Description</b> Wash pad, above ground Carousel, tire storage Fluid evacuation system, including 19a Fluid management system, including 20a, 20b, 20c, 20d & 20e		\$ 6,500.00 \$ 792.00 \$ 3,164.00 \$ 32,780.00 \$ 7,700.00 \$ 300.00	
15 16 17 18 19	1 1 2 Multiple 2	48 7 19 20 47	Description  Wash pad, above ground  Carousel, tire storage  Fluid evacuation system, including 19a  Fluid management system, including 20a, 20b, 20c, 20d & 20e  Vertical lift modules		\$ 6,500.00 \$ 792.00 \$ 3,164.00 \$ 32,780.00 \$ 7,700.00 \$ 300.00 \$ 300.00	
15 16 17 18 19 20	1 1 2 Multiple 2 1	48 7 19 20 47 1	Description  Wash pad, above ground  Carousel, tire storage  Fluid evacuation system, including 19a  Fluid management system, including 20a, 20b, 20c, 20d & 20e  Vertical lift modules  Balancer, wheel, HD		\$ 6,500.00 \$ 792.00 \$ 3,164.00 \$ 32,780.00 \$ 7,700.00 \$ 300.00 \$ 300.00 \$ 198.00	
15 16 17 18 19 20 21	1 1 2 Multiple 2 1 1	48 7 19 20 47 1	Description  Wash pad, above ground  Carousel, tire storage  Fluid evacuation system, including 19a  Fluid management system, including 20a, 20b, 20c, 20d & 20e  Vertical lift modules  Balancer, wheel, HD  Balancer, wheel, LD		\$ 6,500.00 \$ 792.00 \$ 3,164.00 \$ 32,780.00 \$ 7,700.00 \$ 300.00 \$ 300.00	
15 16 17 18 19 20 21 22	1 1 2 Multiple 2 1 1	48 7 19 20 47 1 2	Description  Wash pad, above ground  Carousel, tire storage  Fluid evacuation system, including 19a  Fluid management system, including 20a, 20b, 20c, 20d & 20e  Vertical lift modules  Balancer, wheel, HD  Balancer, wheel, LD  Bandsaw, metal		\$ 6,500.00 \$ 792.00 \$ 3,164.00 \$ 32,780.00 \$ 7,700.00 \$ 300.00 \$ 300.00 \$ 198.00	
15 16 17 18 19 20 21 22 23	1 1 2 Multiple 2 1 1 1	48 7 19 20 47 1 2 3	Description  Wash pad, above ground  Carousel, tire storage Fluid evacuation system, including 19a Fluid management system, including 20a, 20b, 20c, 20d & 20e  Vertical lift modules  Balancer, wheel, HD  Balancer, wheel, LD  Bandsaw, metal  Bandsaw, vertical		\$ 6,500.00 \$ 792.00 \$ 3,164.00 \$ 32,780.00 \$ 7,700.00 \$ 300.00 \$ 300.00 \$ 198.00 \$ 198.00 \$ 3,654.00 \$ 3,654.00	
15 16 17 18 19 20 21 22 23 24	1 1 2 Multiple 2 1 1 1 Multiple	48 7 19 20 47 1 2 3 4 5	Description  Wash pad, above ground  Carousel, tire storage Fluid evacuation system, including 19a Fluid management system, including 20a, 20b, 20c, 20d & 20e  Vertical lift modules  Balancer, wheel, HD  Balancer, wheel, LD  Bandsaw, metal  Bandsaw, vertical  Booth, paint, including 5a & 5b		\$ 6,500.00 \$ 792.00 \$ 3,164.00 \$ 32,780.00 \$ 7,700.00 \$ 300.00 \$ 300.00 \$ 198.00 \$ 198.00 \$ 3,654.00 \$ 3,654.00 \$ 198.00	
15 16 17 18 19 20 21 22 23 24 25	1 1 2 Multiple 2 1 1 1 Multiple 1	48 7 19 20 47 1 2 3 4 5	Description  Wash pad, above ground  Carousel, tire storage Fluid evacuation system, including 19a Fluid management system, including 20a, 20b, 20c, 20d & 20e  Vertical lift modules  Balancer, wheel, HD  Balancer, wheel, LD  Bandsaw, metal  Bandsaw, vertical  Booth, paint, including 5a & 5b  Booth, paint		\$ 6,500.00 \$ 792.00 \$ 3,164.00 \$ 32,780.00 \$ 7,700.00 \$ 300.00 \$ 300.00 \$ 198.00 \$ 198.00 \$ 3,654.00 \$ 3,654.00	
15 16 17 18 19 20 21 22 23 24 25 26	1 1 2 Multiple 2 1 1 1 Multiple 1	48 7 19 20 47 1 2 3 4 5 6	Description  Wash pad, above ground  Carousel, tire storage  Fluid evacuation system, including 19a  Fluid management system, including 20a, 20b, 20c, 20d & 20e  Vertical lift modules  Balancer, wheel, HD  Balancer, wheel, LD  Bandsaw, metal  Bandsaw, vertical  Booth, paint, including 5a & 5b  Booth, paint  Changer, tire, HD		\$ 6,500.00 \$ 792.00 \$ 3,164.00 \$ 32,780.00 \$ 7,700.00 \$ 300.00 \$ 300.00 \$ 198.00 \$ 198.00 \$ 3,654.00 \$ 198.00	
15 16 17 18 19 20 21 22 23 24 25 26 27	1 1 2 Multiple 2 1 1 1 1 Multiple 1 1	48 7 19 20 47 1 2 3 4 5 6 8	Description  Wash pad, above ground  Carousel, tire storage  Fluid evacuation system, including 19a  Fluid management system, including 20a, 20b, 20c, 20d & 20e  Vertical lift modules  Balancer, wheel, HD  Balancer, wheel, LD  Bandsaw, metal  Bandsaw, vertical  Booth, paint, including 5a & 5b  Booth, paint  Changer, tire, HD  Changer, tire, LD		\$ 6,500.00 \$ 792.00 \$ 3,164.00 \$ 32,780.00 \$ 7,700.00 \$ 300.00 \$ 300.00 \$ 198.00 \$ 198.00 \$ 3,654.00 \$ 198.00 \$ 198.00	
15 16 17 18 19 20 21 22 23 24 25 26 27 28	1 1 2 Multiple 2 1 1 1 Multiple 1 1 1	48 7 19 20 47 1 2 3 4 5 6 8 9 10	Description  Wash pad, above ground  Carousel, tire storage  Fluid evacuation system, including 19a  Fluid management system, including 20a, 20b, 20c, 20d & 20e  Vertical lift modules  Balancer, wheel, HD  Balancer, wheel, LD  Bandsaw, metal  Bandsaw, vertical  Booth, paint, including 5a & 5b  Booth, paint  Changer, tire, HD  Changer, tire, LD  Cleaning system, DPF		\$ 6,500.00 \$ 792.00 \$ 3,164.00 \$ 32,780.00 \$ 7,700.00 \$ 300.00 \$ 300.00 \$ 198.00 \$ 198.00 \$ 3,654.00 \$ 198.00 \$ 198.00 \$ 3,654.00 \$ 3,654.00	
15 16 17 18 19 20 21 22 23 24 25 26 27 28 29	1 1 2 Multiple 2 1 1 1 Multiple 1 1 1 1	48 7 19 20 47 1 2 3 4 5 6 8 9 10 11	Description  Wash pad, above ground  Carousel, tire storage  Fluid evacuation system, including 19a  Fluid management system, including 20a, 20b, 20c, 20d & 20e  Vertical lift modules  Balancer, wheel, HD  Balancer, wheel, LD  Bandsaw, metal  Bandsaw, vertical  Booth, paint, including 5a & 5b  Booth, paint  Changer, tire, HD  Changer, tire, LD  Cleaning system, DPF  Cleaning system, thermal processing unit		\$ 6,500.00 \$ 792.00 \$ 3,164.00 \$ 32,780.00 \$ 7,700.00 \$ 300.00 \$ 198.00 \$ 198.00 \$ 3,654.00 \$ 198.00 \$ 198.00 \$ 3,654.00 \$ 3,805.00 \$ 3,800.00	
15 16 17 18 19 20 21 22 23 24 25 26 27 28 29	1 1 2 Multiple 2 1 1 1 Multiple 1 1 1 1 2	48 7 19 20 47 1 2 3 4 5 6 8 9 10 11 14	Description  Wash pad, above ground  Carousel, tire storage  Fluid evacuation system, including 19a  Fluid management system, including 20a, 20b, 20c, 20d & 20e  Vertical lift modules  Balancer, wheel, HD  Balancer, wheel, LD  Bandsaw, metal  Bandsaw, vertical  Booth, paint, including 5a & 5b  Booth, paint  Changer, tire, HD  Changer, tire, LD  Cleaning system, DPF  Cleaning system, thermal processing unit  Crane, bridge,		\$ 6,500.00 \$ 792.00 \$ 3,164.00 \$ 32,780.00 \$ 7,700.00 \$ 300.00 \$ 300.00 \$ 198.00 \$ 198.00 \$ 3,654.00 \$ 198.00 \$ 198.00 \$ 3,654.00 \$ 3,805.00 \$ 198.00 \$ 198.00	
15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	1 1 2 Multiple 2 1 1 1 Multiple 1 1 1 1 2	48 7 19 20 47 1 2 3 4 5 6 8 9 10 11 14 15	Description  Wash pad, above ground Carousel, tire storage Fluid evacuation system, including 19a Fluid management system, including 20a, 20b, 20c, 20d & 20e Vertical lift modules Balancer, wheel, HD Balancer, wheel, LD Bandsaw, metal Bandsaw, vertical Booth, paint, including 5a & 5b Booth, paint Changer, tire, HD Changer, tire, LD Cleaning system, DPF Cleaning system, thermal processing unit Crane, bridge, Crane, chain		\$ 6,500.00 \$ 792.00 \$ 3,164.00 \$ 32,780.00 \$ 7,700.00 \$ 300.00 \$ 300.00 \$ 198.00 \$ 198.00 \$ 3,654.00 \$ 3,654.00 \$ 3,805.00 \$ 198.00 \$ 198.00 \$ 1,500.00	
15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	1 1 2 Multiple 2 1 1 1 Multiple 1 1 1 1 2 1	48 7 19 20 47 1 2 3 4 5 6 8 9 10 11 14 15 16	Description  Wash pad, above ground Carousel, tire storage Fluid evacuation system, including 19a Fluid management system, including 20a, 20b, 20c, 20d & 20e Vertical lift modules Balancer, wheel, HD Balancer, wheel, LD Bandsaw, metal Bandsaw, vertical Booth, paint, including 5a & 5b Booth, paint Changer, tire, HD Changer, tire, LD Cleaning system, DPF Cleaning system, thermal processing unit Crane, bridge, Crane, chain Crane, jib, mount		\$ 6,500.00 \$ 792.00 \$ 3,164.00 \$ 32,780.00 \$ 7,700.00 \$ 300.00 \$ 300.00 \$ 198.00 \$ 198.00 \$ 198.00 \$ 3,654.00 \$ 3,654.00 \$ 198.00 \$ 198.00 \$ 1,500.00 \$ 2,500.00	
15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33	1 1 2 Multiple 2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	48 7 19 20 47 1 2 3 4 5 6 8 9 10 11 14 15 16 17	Wash pad, above ground Carousel, tire storage Fluid evacuation system, including 19a Fluid management system, including 20a, 20b, 20c, 20d & 20e Vertical lift modules Balancer, wheel, HD Balancer, wheel, LD Bandsaw, metal Bandsaw, vertical Booth, paint, including 5a & 5b Booth, paint Changer, tire, HD Changer, tire, LD Cleaning system, DPF Cleaning system, thermal processing unit Crane, bridge, Crane, chain Crane, jib, mount Drill press, horizontal		\$ 6,500.00 \$ 792.00 \$ 3,164.00 \$ 32,780.00 \$ 7,700.00 \$ 300.00 \$ 300.00 \$ 198.00 \$ 198.00 \$ 198.00 \$ 3,654.00 \$ 198.00 \$ 198.00 \$ 1,500.00 \$ 1,500.00 \$ 2,500.00	
15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33	1 1 2 Multiple 2 1 1 1 1 1 Multiple 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	48 7 19 20 47 1 2 3 4 5 6 8 9 10 11 14 15 16 17 18	Wash pad, above ground Carousel, tire storage Fluid evacuation system, including 19a Fluid management system, including 20a, 20b, 20c, 20d & 20e Vertical lift modules Balancer, wheel, HD Balancer, wheel, LD Bandsaw, metal Bandsaw, vertical Booth, paint, including 5a & 5b Booth, paint Changer, tire, HD Changer, tire, LD Cleaning system, DPF Cleaning system, thermal processing unit Crane, bridge, Crane, chain Crane, jib, mount Drill press, horizontal Dust collection system		\$ 6,500.00 \$ 792.00 \$ 3,164.00 \$ 32,780.00 \$ 7,700.00 \$ 300.00 \$ 300.00 \$ 198.00 \$ 198.00 \$ 198.00 \$ 198.00 \$ 3,654.00 \$ 198.00 \$ 198.00 \$ 198.00 \$ 198.00 \$ 198.00 \$ 198.00 \$ 198.00 \$ 1,500.00 \$ 1,500.00 \$ 1,500.00 \$ 1,382.00	

1					
38	1	24	Planer		\$ 396.00
39	4	25	Platform, work		\$ 792.00
40	1	26	Rack, frame pulling		\$ 792.00
41	36	27	Reel, vehicle exhaust		\$ 7,920.00
42	1	28	Sander, disc		\$ 198.00
43	1	29	Sander, spindle		\$ 198.00
44	1	30	Saw, panel		\$ 198.00
45	1	31	Saw, rip		\$ 198.00
46	1	32	Shaper		\$ 198.00
47	9	33	Tank, 120 gallon		\$ 792.00
48	3	34	Tank, 180 gallon		\$ 396.00
49	3	35	Tank, 280 gallon		\$ 396.00
50	2	36	Tank, 500 gallon		\$ 396.00
51	1	37	Vehicle lift, 60K lbs		\$ 396.00
52	2	38	Vehicle lift, 60K lbs		\$ 792.00
53	1	39	Vehicle lift, 90K lbs		\$ 396.00
54	30	40	Vehicle lift, 72K lbs		\$ 5,940.00
55	12	41	Vehicle lift, 108K lbs		\$ 2,376.00
56	6	42	Vehicle lift, 10K lbs		\$ 1,950.00
57	5	43	Vehicle lift, 12K lbs		\$ 1,500.00
58	1	44	Vehicle lift, 15K lbs		\$ 300.00
59	3	45	Vehicle lift, 18K lbs		\$ 900.00
60	2	46	Vehicle lift, 80K lbs		\$ 2,000.00
61			Su	ıb-Total	\$ 114,808.00

**Line #** 62

<b>Grand Total</b>	\$	189,944.00
Initial 3 Years =	Ś	569.832.00

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

Bidder Name:
Payment Terms:

O.5

Cash Discount for Payment in
Days (See Bid and Contract Condition 6)

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

Department: <u>GE</u>	NERAL SERVICE	S AGENCY - CIT	<u>Y ADMIN</u>	Dept. Co	ode: <u>ADM</u>			
Type of Request:	$\square$ Initial	✓Modification	n of an existing PS	C (PSC # 45869 - 1	.9/20)			
Type of Approval: Type of Service:	☐ Expedited  Equipment ma	☑Regular intenance	□Annual	☐ Continuing	☐ (Omit Posting)			
Funding Source:	Funding Source: General Fund							
PSC Original Approved Amount: \$250,000 PSC Original Approved Duration: 02/01/20 - 01/30/25 (5 year								
PSC Mod#1 Amount: \$500,000 PSC Mod#1 Duration: no duration added								
PSC Cumulative	Amount Propos	sed: <u>\$750,000</u>	PSC Cumulative I	Duration Proposed	d: <u>5 years</u>			

### 1. Description of Work

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

The Contractor will provide as-needed maintenance services on city-owned vehicle service equipment on two new City fleet maintenance facilities: 555 Selby Street and 450 Toland Street, San Francisco.

- B. Explain why this service is necessary and the consequence of denial:
- City mechanics perform vehicle maintenance and repairs on the municipal fleet using various power tools and vehicle service equipment such as 40-ton vehicle lifts, 5-ton overhead bridge cranes, 66-foot refinishing paint booths, high-capacity tire and parts storage carousels, and many others. To ensure employees have safe tools and service equipment with which to work and to avoid unexpected equipment breakdowns, Central Shops is seeking a Contractor to perform scheduled preventive maintenance and as-needed repairs on city-owned vehicle service equipment in accordance with original equipment manufacturer (OEM) recommendations and standards. Denial of this request will result in an increased risk to employee safety and potential premature failure of City-owned vehicle service equipment.
- 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 45869 19/20
- 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:

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

- A. Display all that apply
- ☑ Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).

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

### **REASON FOR CHECKING OTHER:**

Civil service classes do not meet the warranty requirements.

Explain the qualifying circumstances:

Work is as-needed and seasonal. Civil service classes would not meet the requirements of the equipment warranties.

B. Reason for the request for modification:
Additional work needs to be performed.

### 3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Contractor shall be the original equipment manufacturer's authorized warranty and service provider. Contractor shall be factory trained, hold the appropriate up-to-date trade license(s), and have the knowledge and experience to perform maintenance and repairs on the Department's diverse vehicle service equipment.
- B. Which, if any, civil service class(es) normally perform(s) this work? 7332, Maintenance Machinist;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

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

Not Applicable

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

- A. Explain why civil service classes are not applicable.
   City staff is not factory trained and does not have the knowledge and experience to work on vehicle service equipment.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. The maintenance and inspection work is on an as-needed/seasonal, less than full-time basis. Also, civil service classes would not meet the requirements of the equipment warranties.

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

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

  Additional work to be performed.

**7.** <u>Union Notification</u>: On <u>01/06/21</u>, the Department notified the following employee organizations of this PSC/RFP request:

Automotive Machinists, Local 1414;

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

Name: <u>Joan Lubamersky</u> Phone: <u>4155544859</u> Email: <u>joan.lubamersky@sfgov.org</u>

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

\*

### FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 45869 - 19/20

DHR Analysis/Recommendation: 03/01/2021

Commission Approval Required Approved by Civil Service Commission

03/01/2021 DHR Approved for 03/01/2021

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

Department:	PUBLIC HEALTH	Dept. Code: <u>DPH</u>

Type of ☐ Initial ☐ Modification of an existing PSC (PSC # 41849 - 20/21)

Request:

Type of □Expedited ☑Regular □Annual □Continuing □ (Omit Posting)

Approval:

Type of Service: 3rd Party Warehousing and Logistics Services

Funding Source: Operating Funds, FEMA

PSC Original Approved Amount: \$1,000,000 PSC Original Approved Duration: 05/01/21 - 04/30/23 (1 year 52 weeks)

PSC Mod#1 Amount: \$500,000 PSC Mod#1 Duration: no duration added

PSC Mod#2 Amount: \$1,000,000 PSC Mod#2 Duration: 12/15/22-04/30/24 (1 year 1 day)

PSC Cumulative Amount Proposed: \$2,500,000 PSC Cumulative Duration Proposed: 3 years

### 1. Description of Work

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

In March 2020, OCA commenced to procure bulk Personal Protective Equipment (PPE) and other scarce resources on behalf of 60+ City departments, including DPH. This inventory was procured under the City's February 25, 2020 COVID-19 Declared COVID Emergency and was used by City to respond to the pandemic. Since then, over 90 million pieces of PPE has been procured by OCA.

Until now, the COVID-response inventory has been stored at Moscone Center where Disaster Service Workers (DSWs) manage it and distribute it citywide as part of the COVID Command Center (CCC) and Department of Public Health (DPH) to respond to the pandemic. However, beginning July 1, 2021, CCC and DPH must vacate Moscone Center.

Despite efforts by City's Department of Real Estate to secure warehousing space, City was not able to find the adequate space required to manage its inventory. Consequently, on March 12, 2021, the City's Office of Contract Administration (OCA) issued an emergency solicitation to 3rd Party Warehousing and Logistics ("3PL") providers in the Bay Area. On or about April 8, 2020, CCC and DPH selected Pacful Inc., the lowest responsive bidder. The proposed contract (Contract ID 1000021358) will be for a period of 1 year, with an option to renew for one additional year.

The purpose of this is contract is to secure warehousing and logistical services for managing CCC's and DPH's COVID response inventory for the duration of the pandemic. These storage and delivery services are critical to CCC and DPH being able to continue their response to the pandemic. Additionally, the contract will allow City to remove its remaining COVID-response inventory out of Moscone Center, something it must begin to plan and execute immediately to meet a June 30, 2021 deadline.

- B. Explain why this service is necessary and the consequence of denial:
- The purpose of this is contract is to secure warehousing and logistical services for managing CCC's and DPH's COVID-response inventory for the duration of the pandemic. These storage and delivery services are critical to CCC and DPH being able to continue their response to the pandemic. If this contract is not approved, City will not be able to relocate and manage its COVID inventory by June 30, 2020 as it is required to do.
- 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 41849 20/21

D. Will the contract(s) be renewed?

The proposed contract (Contract ID 1000021358) will be for a period of 1 year, with an option to renew for one additional year should City continue requiring such services to manage its COVID-response inventory.

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

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

- A. Display all that apply
- Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).
- ✓ Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator).

#### Explain the qualifying circumstances:

Despite efforts by City's Department of Real Estate to secure warehousing space, City was not able to find the adequate space required to manage its inventory. Consequently, on March 12, 2021, OCA issued an emergency solicitation to 3rd Party Warehousing and Logistics providers in the Bay Area. On or about April 8, 2020, CCC and DPH selected Pacful Inc., the lowest responsive bidder to warehouse City's COVID-response inventory and distribute it to City over the next 1-2 years until such inventory has been fully depleted or no longer needed.

### B. Reason for the request for modification:

Laguna Honda Hospital needs to relocate Personal Protective Equipment (PPE) and related supplies to safe storage site. In addition, the Department of Emergency Management is also in need of continued offsite storage and distribution services for PPE supplies.

### 3. <u>Description of Required Skills/Expertise</u>

- A. Specify required skills and/or expertise: The provider must have significant experience warehousing and tracking inventory in accordance with accounting guidelines using PeopleSoft and other sophisticated Asset Management Systems, managing end-to-end distribution of supplies; and ability to deliver City's inventory City within 24 hours of order.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1922, Senior Inventory Clerk; 1932, Assistant Storekeeper; 1934, Storekeeper; 1936, Senior Storekeeper; 1938, Stores & Equip Asst Sprv; 1944, Materials Coordinator;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, as the City was not able to find the adequate space, the Contractor will manage and warehouse the City's COVID-response inventory and distribute it to City over the next 1-2 years until such inventory has been fully depleted or no longer needed.

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

Since the services require that an entity possess a large warehouse coupled with a robust logistics infrastructure, it would not be practical or feasible for the City to take on work which would require the City to procure the needed space and all the equipment required to manage and distribute the inventory stored by the contractor.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No, since the need is relatively short-term.

### 6. Additional Information

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

- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not. There will be no direct training of civil service employees.
- C. Are there legal mandates requiring the use of contractual services? No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
   No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
  3PL
- 7. <u>Union Notification</u>: On <u>10/05/22</u>, the Department notified the following employee organizations of this PSC/RFP request:

<u>SEIU Local 1021; SEIU 1021 Miscellaneous; Professional & Tech Engrs, SFAPP; Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21; Architect & Engineers, Local 21;</u>

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

Name: Kelly Hiramoto Phone: 415-255-3492 Email: kelly.hiramoto@sfdph.org

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

\*\*\*\*\*\*

### FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 41849 - 20/21 DHR Analysis/Recommendation: Commission Approval Required

DHR Approved for 01/25/2023

Civil Service Commission Action:

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

### Choi, Suzanne (HRD)

**From:** dhr-psccoordinator@sfgov.org on behalf of kelly.hiramoto@sfdph.org

Sent: Wednesday, October 5, 2022 1:12 PM

To: Hiramoto, Kelly (DPH); max.porter@seiu1021.org; sarah.wilson@seiu1021.org;

Sandeep.lal@seiu1021.me; leah.berlanga@seiu1021.org; Najuawanda Daniels; Jason Klumb; Frigault, Noah (HRC); Julie.Meyers@sfgov.org; Thomas Vitale; Ricardo.lopez@sfgov.org; Basconcillo, Katherine

(PUC); pcamarillo\_seiu@sbcglobal.net; Wendy Frigillana; pscreview@seiu1021.org; ted.zarzecki@seiu1021.net; davidmkersten@gmail.com; xiumin.li@seiu1021.org;

Sin.Yee.Poon@sfgov.org; david.canham@seiu1021.org; jtanner940@aol.com; Laxamana, Junko (DBI);

amakayan@ifpte21.org; ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26

@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org;

eerbach@ifpte21.org; pkim@ifpte21.org; l21pscreview@ifpte21.org; DHR-PSCCoordinator, DHR

(HRD)

**Subject:** Receipt of Modification Request to PSC # 41849 - 20/21 - 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 \$1,000,000 for services for the period December 15,

2022 – April 30, 2024. 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/18404

Email sent to the following addresses: L21PSCReview@ifpte21.org pkim@ifpte21.org eerbach@ifpte21.org kpage@ifpte21.org kschumacher@ifpte21.org tmathews@ifpte21.org wendywong26@yahoo.com WendyWong26@yahoo.com ecassidy@ifpte21.com amakayan@ifpte21.org junko.laxamana@sfgov.org jtanner940@aol.com david.canham@seiu1021.org Sin.Yee.Poon@sfgov.org xiumin.li@seiu1021.org davidmkersten@gmail.com ted.zarzecki@seiu1021.net pscreview@seiu1021.org Wendy.Frigillana@seiu1021.org pcamarillo\_seiu@sbcglobal.net Kbasconcillo@sfwater.org Ricardo.lopez@sfgov.org thomas.vitale@seiu1021.org Julie.Meyers@sfgov.org noah.frigault@sfgov.org jason.klumb@seiu1021.org najuawanda.daniels@seiu1021.org leah.berlanga@seiu1021.org Sandeep.lal@seiu1021.me sarah.wilson@seiu1021.org max.porter@seiu1021.org

## Additional Attachment(s)

Department: PUBLIC HEALTH			Dept. Code: <u>DPH</u>					
Type of Request:	□Initial	☑Modification	of an existing PSC (F	PSC # 41849 - 20/2	21)			
Type of Approval:	□Expedited	☑Regular	□Annual	$\square$ Continuing	☐ (Omit Posting)			
Type of Servi	Type of Service: <u>3rd Party Warehousing and Logistics Services</u>							
Funding Source: Operating Funds, FEMA								
PSC Original Approved Amount: \$1,000,000 PSC Original Approved Duration: 05/01/21 - 04/30/23 (1 year 52 weeks)								
PSC Mod#1 Amount: \$500,000 PSC Mod#1 Duration: no duration added								
PSC Cumulative Amount Proposed: \$1,500,000 PSC Cumulative Duration Proposed: 1 year 52 weeks								

#### 1. <u>Description of Work</u>

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

In March 2020, OCA commenced to procure bulk Personal Protective Equipment (PPE) and other scarce resources on behalf of 60+ City departments, including DPH. This inventory was procured under the City's February 25, 2020 COVID-19 Declared COVID Emergency and was used by City to respond to the pandemic. Since then, over 90 million pieces of PPE has been procured by OCA.

Until now, the COVID-response inventory has been stored at Moscone Center where Disaster Service Workers (DSWs) manage it and distribute it citywide as part of the COVID Command Center (CCC) and Department of Public Health (DPH) to respond to the pandemic. However, beginning July 1, 2021, CCC and DPH must vacate Moscone Center.

Despite efforts by City's Department of Real Estate to secure warehousing space, City was not able to find the adequate space required to manage its inventory. Consequently, on March 12, 2021, the City's Office of Contract Administration (OCA) issued an emergency solicitation to 3rd Party Warehousing and Logistics ("3PL") providers in the Bay Area. On or about April 8, 2020, CCC and DPH selected Pacful Inc., the lowest responsive bidder. The proposed contract (Contract ID 1000021358) will be for a period of 1 year, with an option to renew for one additional year.

The purpose of this is contract is to secure warehousing and logistical services for managing CCC's and DPH's COVID response inventory for the duration of the pandemic. These storage and delivery services are critical to CCC and DPH being able to continue their response to the pandemic. Additionally, the contract will allow City to remove its remaining COVID-response inventory out of Moscone Center, something it must begin to plan and execute immediately to meet a June 30, 2021 deadline.

- B. Explain why this service is necessary and the consequence of denial:
- The purpose of this is contract is to secure warehousing and logistical services for managing CCC's and DPH's COVID-response inventory for the duration of the pandemic. These storage and delivery services are critical to CCC and DPH being able to continue their response to the pandemic. If this contract is not approved, City will not be able to relocate and manage its COVID inventory by June 30, 2020 as it is required to do.
- C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.
  No
- D. Will the contract(s) be renewed?

The proposed contract (Contract ID 1000021358) will be for a period of 1 year, with an option to renew for one

additional year should City continue requiring such services to manage its COVID-response inventory.

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

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

- A. Display all that apply
- ☑ Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).
- ☑ Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator).

#### Explain the qualifying circumstances:

Despite efforts by City's Department of Real Estate to secure warehousing space, City was not able to find the adequate space required to manage its inventory. Consequently, on March 12, 2021, OCA issued an emergency solicitation to 3rd Party Warehousing and Logistics providers in the Bay Area. On or about April 8, 2020, CCC and DPH selected Pacful Inc., the lowest responsive bidder to warehouse City's COVID-response inventory and distribute it to City over the next 1-2 years until such inventory has been fully depleted or no longer needed.

#### B. Reason for the request for modification:

The amount needs to be increased immediately to have the contractor ship COVID tests to 90,000 primary care patients and get ahead of the pending surge in cases.

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

- A. Specify required skills and/or expertise: The provider must have significant experience warehousing and tracking inventory in accordance with accounting guidelines using PeopleSoft and other sophisticated Asset Management Systems, managing end-to-end distribution of supplies; and ability to deliver City's inventory City within 24 hours of order.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1922, Senior Inventory Clerk; 1932, Assistant Storekeeper; 1934, Storekeeper; 1936, Senior Storekeeper; 1938, Stores & Equip Asst Sprv; 1944, Materials Coordinator;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, as the City was not able to find the adequate space, the Contractor will manage and warehouse the City's COVID-response inventory and distribute it to City over the next 1-2 years until such inventory has been fully depleted or no longer needed.

### 4. If applicable, what efforts has the department made to obtain these services through available resources within the <a href="City?">City?</a>

Not Applicable

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

- A. Explain why civil service classes are not applicable.
  - Since the services require that an entity possess a large warehouse coupled with a robust logistics infrastructure, it would not be practical or feasible for the City to take on work which would require the City to procure the needed space and all the equipment required to manage and distribute the inventory stored by the contractor.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No, since the need is relatively short-term.

#### 6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
- 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 direct training of civil service employees.

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

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

  3PL
- 7. <u>Union Notification</u>: On <u>05/02/22</u>, the Department notified the following employee organizations of this PSC/RFP request:

<u>SEIU Local 1021; SEIU 1021 Miscellaneous; Professional & Tech Engrs, SFAPP; Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21; Architect & Engineers, Local 21;</u>

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

Name: Lynn Khaw Phone: 4155546296 Email: lynn.khaw@sfgov.org

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

\*

#### FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 41849 - 20/21

DHR Analysis/Recommendation:
Commission Approval Required

05/03/2022 Approved by Civil Service Commission

05/16/2022 DHR Approved for 05/16/2022

Department: PUBLIC HEALTH			Dept. Code: <u>DPH</u>				
Type of Request:	$\square$ Initial	✓ Modification	n of an existing PSC (PSC # 43440 - 16/17)				
Type of Approval:	□Expedited	☑Regular	□Annual	☐ Continuing	☐ (Omit Posting)		
Type of Service:	340B Drug Prici	ng Program Trac	king-Reporting S	<u>Software</u>			
Funding Source:	<u>General Fund</u>						
PSC Original App	roved Amount:	<u>\$1,800,000</u>	PSC Original Ap	oproved Duration:	02/01/17 - 01/31/22 (5 years)		
PSC Mod#1 Amo	unt: <u>no amoun</u>	t added	PSC Mod#1 Du	ration: <u>05/29/19-2</u>	12/31/22 (47 weeks 5 days)		
PSC Mod#2 Amo	unt: <u>\$2,000,00</u>	0	PSC Mod#2 Du	ration: <u>01/01/23-</u>	<u>12/31/27 (5 years 1 day)</u>		
PSC Cumulative A	Amount Propos	ed: <u>\$3,800,000</u>	PSC Cumulativ	e Duration Propose	ed: <u>10 years 47 weeks</u>		
(ZSFG) hospital replenishment federal progrations-resources much by Acquisition of from the Health	Il pharmacy and activities unde m which requir - "covered entition further, reach this service is rathis software wath Services Reso	I its satellite and it the federal 340 es drug manufaces"at significar ining more eligible ecessary and the full assist ZSFG and curces Administr	contracted pha DB Drug Pricing paturers to provide the patients and patients (HRSA) to	rmacies to track, re program. The 340B e outpatient drugs ces, enabling covere providing more com of denial: ent in responding to separate billings fo	erberg San Francisco General eport and inventory for drug Drug Pricing Program is a to eligible health care ed entities to stretch federal eprehensive services.  To recent recommendations or ZSFG and ambulatory care ZSFG participation in the 340B		
attach cop	y of the most re	ecently approved	l PSC.	ne service was prov 6C request. See 434	rided under a previous PSC, 140 - 16/17		
	tract(s) be rene d as funding is a						
by anothe the duration	r five years, plea on is in excess o	ase explain why:	nuse the Departi		extend (modify) an existing PSo		
2. Reason(s) for A. Display all t							
				ates of funding sou cable requirement	rrce(s) which limit or preclude or mandate.		
✓ Services that operator).	t require resou	ces that the City	lacks (e.g., offic	ce space, facilities c	or equipment with an		

Explain the qualifying circumstances:

The vendor has the specialized, proprietary, web-based software needed to track and report as required under the Federal 340B Drug Discounting program. The specific tracking and reporting enabled by this software is required for participation in the program, especially to meet auditing requirements to provide separate billing records.

#### B. Reason for the request for modification:

To extend the term of the PSC and fully fund the requested extension.

#### 3. <u>Description of Required Skills/Expertise</u>

- A. Specify required skills and/or expertise: Contractor must be able to provide a web-based software solution with the ability to collect and organize National Drug Code (NDC) data to aid in compliance with Medicaid billing and reporting requirements, with automated crosswalk maintenance to ensure the correct NDCs are charged and accumulated, logic to automatically match new NDCs and charge codes, and the ability to maintain multiple NDCs for the same charge code.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1044, IS Engineer-Principal; 1054, IS Business Analyst-Principal; 1064, IS Prg Analyst-Principal; 1071, IS Manager;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, contractor will provide proprietary, web-based software currently unavailable from any other source, which provides additional value by providing access to software specifically developed for billing compliance with the 340B program by a national manufacturer who is able to draw on knowledge and experience nationally.

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

Not Applicable

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

- A. Explain why civil service classes are not applicable.
  - It would be impractical to create the needed software internally, and would not provide the advantages that the vendor is able to provide, including consistent updating to match both technical and regulatory requirements that is based on broad knowledge accumulated from experience in providing the services throughout the US.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No, since the primary purpose of the services is to maintain the needed software, which is proprietary.

#### 6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation. No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not. The purpose of these services is not to provide training, however, on-the-job training will be provided to the extent that it will enable effective operation 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.** <u>Union Notification</u>: On <u>12/05/22</u>, the Department notified the following employee organizations of this PSC/RFP request:

<u>Professional & Tech Engrs, SFAPP; Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21; Municipal Executive Association; Management & Superv Local 21; Architect & Engineers, Local 21;</u>

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

Name: Kelly Hiramoto Phone: 415-255-3492 Email: kelly.hiramoto@sfdph.org

Address: 101 Grove Street, Room 307, San Francisco, CA 94102

#### FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 43440 - 16/17

DHR Analysis/Recommendation: Commission Approval Required DHR Approved for 01/25/2023 Civil Service Commission Action:

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

From: <u>DHR-PSCCoordinator, DHR (HRD)</u> on behalf of <u>Hiramoto, Kelly (DPH)</u>

To: Hiramoto, Kelly (DPH); amakayan@ifpte21.org; Laxamana, Junko (DBI); Criss@sfmea.com;

camaguey@sfmea.com (contact); christina@sfmea.com; staff@sfmea.com; ecassidy@ifpte21.com;

WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org;

kpage@ifpte21.org; eerbach@ifpte21.org; l21pscreview@ifpte21.org; arlene.lee@sfdph.org; DHR-

PSCCoordinator, DHR (HRD)

**Subject:** Receipt of Modification Request to PSC # 43440 - 16/17 - MODIFICATIONS

**Date:** Monday, December 5, 2022 5:12:28 PM

#### 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, 2023 – December 31, 2027. 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/12270

Email sent to the following addresses: L21PSCReview@ifpte21.org eerbach@ifpte21.org kpage@ifpte21.org kschumacher@ifpte21.org tmathews@ifpte21.org wendywong26@yahoo.com WendyWong26@yahoo.com ecassidy@ifpte21.com staff@sfmea.com Christina@sfmea.com Camaguey@sfmea.com Criss@SFMEA.com junko.laxamana@sfgov.org amakayan@ifpte21.org

## Additional Attachment(s)

Department:	PUBLIC HEALTH		Dept. Code: <u>DPH</u>				
Type of Request:	□Initial	✓Modification	of an existing PSC	(PSC # 43440 - 16	/17)		
Type of Approval:	□Expedited	<b>☑</b> Regular	□Annual	☐ Continuing	☐ (Omit Posting)		
Type of Servic	e: 340B Drug Pric	ing Program Trac	king-Reporting Sof	<u>tware</u>			
Funding Source: General Fund							
PSC Original Approved Amount: \$1,800,000 PSC Original Approved Duration: 02/01/17 - 01/31/22 (5 years)							
PSC Mod#1 Amount: no amount added PSC Mod#1 Duration: 05/29/19-12/31/22 (47 weeks 5 days)							
PSC Cumulative Amount Proposed: \$1,800,000 PSC Cumulative Duration Proposed: 5 years 47 weeks							

#### 1. Description of Work

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

The contractor will provide access to web-based software to be used at the Zuckerberg San Francisco General (ZSFG) hospital pharmacy and its satellite and contracted pharmacies to track, report and inventory for drug replenishment activities under the federal 340B Drug Pricing program. The 340B Drug Pricing Program is a federal program which requires drug manufacturers to provide outpatient drugs to eligible health care organizations--"covered entities"--at significantly reduced prices, enabling covered entities to stretch federal resources much further, reaching more eligible patients and providing more comprehensive services.

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

  Acquisition of this software will assist ZSFG and the Department in responding to recent recommendations from the Health Services Resources Administration (HRSA) to separate billings for ZSFG and ambulatory care patients accurately. Denial will likely result in lack of compliance and risk future ZSFG participation in the 340B program.
- 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 43440 16/17
- D. Will the contract(s) be renewed?

  As needed and as funding is available.
- E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why: Acquisition of this software will assist Zuckerberg San Francisco General Hospital (ZSFG) and the Department in responding to recent recommendations from the Health Services Resources Administration (HRSA) to separate billings for ZSFG and ambulatory care patients accurately.

Denial will likely result in lack of compliance and risk future ZSFG participation in the 340B program. The Department expects the need for these services to continue.

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

A. Display all that apply

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).

Explain the qualifying circumstances:

The vendor has the specialized, proprietary, web-based software needed to track and report as required under the Federal 340B Drug Discounting program. The specific tracking and reporting enabled by this software is required for participation in the program, especially to meet auditing requirements to provide separate billing records.

B. Reason for the request for modification:

This is a no cost modification to extend the term of the PSC to December 31, 2022.

#### 3. <u>Description of Required Skills/Expertise</u>

- A. Specify required skills and/or expertise: Contractor must be able to provide a web-based software solution with the ability to collect and organize National Drug Code (NDC) data to aid in compliance with Medicaid billing and reporting requirements, with automated crosswalk maintenance to ensure the correct NDCs are charged and accumulated, logic to automatically match new NDCs and charge codes, and the ability to maintain multiple NDCs for the same charge code.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1044, IS Engineer-Principal; 1054, IS Business Analyst-Principal; 1064, IS Prg Analyst-Principal; 1071, IS Manager;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, contractor will provide proprietary, web-based software currently unavailable from any other source, which provides additional value by providing access to software specifically developed for billing compliance with the 340B program by a national manufacturer who is able to draw on knowledge and experience nationally.

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

It would be impractical to create the needed software internally, and would not provide the advantages that the vendor is able to provide, including consistent updating to match both technical and regulatory requirements that is based on broad knowledge accumulated from experience in providing the services throughout the US.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No, since the primary purpose of the services is to maintain the needed software, which is proprietary.

#### 6. Additional Information

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

No.

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

The purpose of these services is not to provide training, however, on-the-job training will be provided to the extent that it will enable effective operation of the software.

- C. Are there legal mandates requiring the use of contractual services?
- D. Are there federal or state grant requirements regarding the use of contractual services? 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.** <u>Union Notification</u>: On <u>05/29/19</u>, the Department notified the following employee organizations of this PSC/RFP request:

<u>Professional & Tech Engrs, SFAPP; Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21;</u> Municipal Executive Association; Management & Superv Local 21; Architect & Engineers, Local 21;

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

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

Address: 101 Grove Street, Room 307, San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 43440 - 16/17

DHR Analysis/Recom

DHR Analysis/Recommendation: Commission Approval Not Required Approved by DHR on 07/15/2019

Department: PUBLIC I	<u> IEALTH DPH</u>			Dept. 0	Code: <u>DPH</u>
Type of Request:	☑Initial	□Modificat	ion of an exist	ing PSC (PSC#	)
Type of Approval:	□Expedited	☑Regular	□Annual	☐ Continuing	☐ (Omit Posting)
Type of Service: <u>340B</u>	Drug Pricing Program	n Tracking-Re	porting Softwa	<u>are</u>	3,
Funding Source: Gene	eral Fund		PS	C Duration: <u>5 yea</u>	<u>rs</u>
PSC Amount: <u>\$1,800</u> ,	000				
The contractor will General (ZSFG) hos inventory for drug r Drug Pricing Progradrugs to eligible he enabling covered e	ervices to be Contrace provide access to we pital pharmacy and it eplenishment activite m is a federal prograalth care organization tities to stretch feder comprehensive serverside.	b-based softwas satellite and its under the moder the moder the moder to the moder educes and resources.	I contracted p federal 340B I ires drug man entities"at sig	harmacies to track Drug Pricing progra ufacturers to provi gnificantly reduced	r, report and am. The 340B ide outpatient I prices,
Acquisition of this s recommendations of ZSFG and ambulato	service is necessary a oftware will assist ZS from the Health Serv ry care patients accu pation in the 340B pr	FG and the Dices Resource rately. Denial	epartment in r s Administration	responding to rece on (HRSA) to separ	rate billings for
	een provided in the particular in the particular in the most quest.			vice was provided	under a
D. Will the contractor As needed and as for					
existing PSC by	t for a new PSC in exc another five years, pl t expects the need fo	lease explain	why.		d (modify) an
2. Reason(s) for the R A. Indicate all that a	<mark>equest</mark> apply (be specific and	d attach any re	elevant suppoi	ting documents):	
	al requirements, or r Civil Service Employe	•			
✓ Services that required.	uire resources that th	ne City lacks (e	e.g., office spa	ce, facilities or equ	ipment with

an operator).

#### B. Explain the qualifying circumstances:

The vendor has the specialized, proprietary, web-based software needed to track and report as required under the Federal 340B Drug Discounting program. The specific tracking and reporting enabled by this software is required for participation in the program, especially to meet auditing requirements to provide separate billing records.

#### 3. <u>Description of Required Skills/Expertise</u>

- A. Specify required skills and/or expertise: Contractor must be able to provide a web-based software solution with the ability to collect and organize National Drug Code (NDC) data to aid in compliance with Medicaid billing and reporting requirements, with automated crosswalk maintenance to ensure the correct NDCs are charged and accumulated, logic to automatically match new NDCs and charge codes, and the ability to maintain multiple NDCs for the same charge code.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1044, IS Engineer-Principal; 1054, IS Business Analyst-Principal; 1064, IS Prg Analyst-Principal; 1071, IS Manager;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, contractor will provide proprietary, web-based software currently unavailable from any other source, which provides additional value by providing access to software specifically developed for billing compliance with the 340B program by a national manufacturer who is able to draw on knowledge and experience nationally.

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

We have not attempted to obtain these services internally as it would require the creation of similar software

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

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

  It would be impractical to create the needed software internally, and would not provide the advantages that the vendor is able to provide, including consistent updating to match both technical and regulatory requirements that is based on broad knowledge accumulated from
  - experience in providing the services throughout the US.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, since the primary purpose of the services is to maintain the needed software, which is proprietary.

#### 6. Additional Information

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

No.

- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
  - No. The purpose of these services is not to provide training, however, on-the-job training will be provided to the extent that it will enable effective operation of the software.
- C. Are there legal mandates requiring the use of contractual services?
- D. Are there federal or state grant requirements regarding the use of contractual services? 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.** <u>Union Notification</u>: On <u>01/23/2017</u>, the Department notified the following employee organizations of this PSC/RFP request:

<u>Architect & Engineers, Local 21; Management & Superv Local 21; Municipal Executive Association;</u> <u>Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21; Professional & Tech Engrs, SFAPP</u>

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

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

Address: 101 Grove Street, Room 307 San Francisco, CA 94102

#### FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 43440 - 16/17

DHR Analysis/Recommendation:
Commission Approval Required
03/20/2017 DHR Approved for 03/20/2017

action date: 03/20/2017
Approved by Civil Service Commission

Department: PUBLIC LIBRARY			Dept. Code: <u>LIB</u>					
Type of Request:	□Initial	✓ Modification of an existing PSC (PSC # 31109 - 20/21)						
Type of Approval:	□Expedited	<b>☑</b> Regular	□Annual	$\square$ Continuing	☐ (Omit Posting)			
Type of Service	Type of Service: <u>SFPL Public Printer Vend Machines Cash Collection Service</u>							
Funding Source: General Funds								
PSC Original Approved Amount: \$60,000 PSC Original Approved Duration: 10/01/20 - 09/30/22 (1 year 52 weeks)								
PSC Mod#1 Amount: \$30,000 PSC Mod#1 Duration: 09/01/21-09/30/23 (1 year)					30/23 (1 year)			
PSC Mod#2 Amount: \$136,000 PSC Mod#2 Duration: 11/01/22-09/30/26 (3 years 1 day)								

#### 1. Description of Work

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

Vendor is to provide cash/coin collection services for SFPL Library System's TBS-900 Kiosk public printing vend units. The vendor's exclusive northern California subcontractor will collect all cash/coin from the proprietary TBS-900 Kiosks at the Main Library and each branch location. The collected cash and coins will be delivered, on a weekly basis, to the SFPL Finance Department (located at main library). The cash/coin will be separated by location in individual bags and accompanied by a report to provide audit information.

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

PSC Cumulative Amount Proposed: \$226,000 PSC Cumulative Duration Proposed: 6 years

The service is a collection of coins, bills and running reports on forty TBS-9900 Kiosk units used for charging for prints at all San Francisco Public Library locations. Collection of cash from these devices is necessary otherwise they will not function (once full) and because a weekly deposit of revenues received will contribute to revenues necessary to offset the costs of printing at all SFPL locations (as well as providing affordable micro transactions to library patrons). The kiosk are highly technical units that require a certain set of skills to be able to properly collect and produce audit reports. Pinnacle Vend Systems is the collection service subcontractor that the vendor, Today's Business Solutions, Inc., uses exclusively in Northern California to service their machines.

- 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?

It is possible that this contract will be renewed an additional two years.

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

The maintenance and licensing services addressed in this agreement are likely to be utilized by SFPL for more than 5 years.

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

- A. Display all that apply
- 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.
- $oldsymbol{arphi}$  Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator).

Explain the qualifying circumstances:

Proprietary nature of vend kiosks preclude civil servants from cash collection services without voiding the warranty and increasing SFPL's liability risks. The audit printer used by vendor is proprietary to the vend kiosks.

B. Reason for the request for modification:

Extending the Contract for an additional 2 years

#### 3. <u>Description of Required Skills/Expertise</u>

- A. Specify required skills and/or expertise: The TBS-9900 kiosk units are made up of electrical parts including a coin mechanism, bill changer and circuit board. Servicing requires familiarity with the Kiosk's functions to avoid damaging the machine. The vendor's exclusive Northern California subcontractor is able to collect money and uses a portable audit printer to run quick reports for a proper audit trail, without voiding any warranties.
- B. Which, if any, civil service class(es) normally perform(s) this work? 4320, Cashier 1; 4321, Cashier 2; 4322, Cashier 3;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: The vendor's exclusive subcontractor's personnel carry audit printers for running reports during the collection process which provide an accurate accounting of money collected (which is compared by SFPL staff against the electronic report).

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

Because of the proprietary nature of these vend machines, using CSC classifications may void the warranty and subject SFPL to liability regarding proper use of the machines.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: Civil Service positions that can do this job already exist (4320, 4321, 4322) but the proprietary nature of the kiosks limits servicing to the vendor.

#### 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 is no need to train SFPL staff on how to service these machines because the vendor provides an exclusive Northern California subcontractor to service their proprietary vend kiosks.
- 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.
- 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.** <u>Union Notification</u>: On <u>10/05/22</u>, the Department notified the following employee organizations of this PSC/RFP request:

<u>Unrepresented Miscellaneous; SEIU Local 1021; SEIU 1021 Miscellaneous; Professional & Tech Engrs, SFAPP;</u>

<u>Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21; Management & Superv Local 21; Architect & Engineers, Local 21;</u>

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

Name: <u>marcus lange</u> Phone: <u>415-557-4214</u> Email: <u>marcus.lange@sfpl.org</u>

Address: 100 Larkin St., San Francisco, CA, 94102

\*

#### FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC#<u>31109 - 20/21</u>

DHR Analysis/Recommendation: Commission Approval Required DHR Approved for 01/25/2023 Civil Service Commission Action:

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

From: <u>dhr-psccoordinator@sfgov.org</u> on behalf of <u>marcus.lange@sfpl.org</u>

To: Lange, Marcus (LIB); max.porter@seiu1021.org; sarah.wilson@seiu1021.org; Sandeep.lal@seiu1021.me;

leah.berlanga@seiu1021.org; Najuawanda Daniels; Jason Klumb; Frigault, Noah (HRC); Julie.Meyers@sfgov.org; Thomas Vitale; Ricardo.lopez@sfgov.org; Basconcillo, Katherine (PUC); pcamarillo\_seiu@sbcglobal.net; Wendy

Frigillana; pscreview@seiu1021.org; ted.zarzecki@seiu1021.net; davidmkersten@gmail.com;

xiumin.li@seiu1021.org; Sin.Yee.Poon@sfgov.org; david.canham@seiu1021.org; jtanner940@aol.com; Laxamana, Junko (DBI); amakayan@ifpte21.org; ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org;

eerbach@ifpte21.org; pkim@ifpte21.org; l21pscreview@ifpte21.org; Yoshida, Shirley (LIB); DHR-PSCCoordinator,

DHR (HRD)

Subject: Receipt of Modification Request to PSC # 31109 - 20/21 - MODIFICATIONS

Date: Wednesday, October 5, 2022 4:11:20 PM

#### PSC RECEIPT of Modification notification sent to Unions and DHR

The PUBLIC LIBRARY -- LIB has submitted a modification request for a Personal Services Contract (PSC) for \$136,000 for services for the period November 1, 2022 – September 30, 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/16240

Email sent to the following addresses: L21PSCReview@ifpte21.org pkim@ifpte21.org

eerbach@ifpte21.org kpage@ifpte21.org kschumacher@ifpte21.org tmathews@ifpte21.org wendywong26@yahoo.com WendyWong26@yahoo.com ecassidy@ifpte21.com amakayan@ifpte21.org junko.laxamana@sfgov.org jtanner940@aol.com david.canham@seiu1021.org Sin.Yee.Poon@sfgov.org xiumin.li@seiu1021.org davidmkersten@gmail.com ted.zarzecki@seiu1021.net pscreview@seiu1021.org Wendy.Frigillana@seiu1021.org

pcamarillo seiu@sbcglobal.net Kbasconcillo@sfwater.org

Ricardo.lopez@sfgov.org

thomas.vitale@seiu1021.org Julie.Meyers@sfgov.org noah.frigault@sfgov.org jason.klumb@seiu1021.org najuawanda.daniels@seiu1021.org leah.berlanga@seiu1021.org Sandeep.lal@seiu1021.me sarah.wilson@seiu1021.org

max.porter@seiu1021.org

## Additional Attachment(s)

# Appendix B-1 (pending approval) Calculation of Charges (See changes below)

#### Table can be the same couldn't import for some reason:

Amount:	Item ID	Description	Cost Per Unit	Annual Cost
1	TBS-UAS-MYPC	Same	\$5,525.00	\$5,525.00
1	TBS-UAS-PCUT	Same	\$3,240.00	\$3,240.00
1	TBS-UAS-EPit	Same	\$11,200.00	\$11,200.00
40	TBS-UAS-EZS	Same	\$845.00	\$33,800.00
40	TBS-UAS-9900KCC	Same	\$400.00	\$16,000.00
1	*TBS-PVS-Collect	Same	\$68,400.00	\$68,400.00
(services)				
1	TBS-FAX	Annual Fax Charges	\$7,500.00	\$7,500.00 New

 $1^{\text{st}}$  Amendment 11.1.23-10.30.24: \$145,665.00  $1^{\text{st}}$  Amendment 11.1.24-10.30.25: \$145,665.00  $1^{\text{st}}$  Amendment Total Not To Exceed Amount: \$291,330.00 Original Agreement Not To Exceed Amount: \$121,525.00 Total Not to Exceed Amount: \$412,855.00

Department:	PUBLIC LIBRARY			Dept. (	Code: <u>LIB</u>			
Type of Request:	□Initial	✓ Modification of an existing PSC (PSC # 31109 - 20/21)						
Type of Approval:	<b>☑</b> Expedited	□Regular	□Annual	☐ Continuing	☐ (Omit Posting)			
Type of Servi	Type of Service: SFPL Public Printer Vend Machines Cash Collection Service							
Funding Source: General Funds								
PSC Original Approved Amount: \$60,000 PSC Original Approved Duration: 10/01/20 - 09/30/23 (1 year 52 weeks)								
PSC Mod#1 A	Amount: <u>\$30,000</u>		PSC Mod#1 Duration: <u>09/01/21-09/30/23 (1 year)</u>					
PSC Cumulat	ive Amount Propo	sed: \$90,000	PSC Cumulative Duration Proposed: 2 years 52 weeks					

#### 1. Description of Work

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

Vendor is to provide cash/coin collection services for SFPL Library System's TBS-900 Kiosk public printing vend units. The vendor's exclusive northern California subcontractor will collect all cash/coin from the proprietary TBS-900 Kiosks at the Main Library and each branch location. The collected cash and coins will be delivered, on a weekly basis, to the SFPL Finance Department (located at main library). The cash/coin will be separated by location in individual bags and accompanied by a report to provide audit information.

- B. Explain why this service is necessary and the consequence of denial:
- The service is a collection of coins, bills and running reports on forty TBS-9900 Kiosk units used for charging for prints at all San Francisco Public Library locations. Collection of cash from these devices is necessary otherwise they will not function (once full) and because a weekly deposit of revenues received will contribute to revenues necessary to offset the costs of printing at all SFPL locations (as well as providing affordable micro transactions to library patrons). The kiosk are highly technical units that require a certain set of skills to be able to properly collect and produce audit reports. Pinnacle Vend Systems is the collection service subcontractor that the vendor, Today's Business Solutions, Inc., uses exclusively in Northern California to service their machines.
- 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 31109 20/21
- D. Will the contract(s) be renewed?

It is possible that this contract will be renewed an additional two years.

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

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

A. Display all that apply

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).

Explain the qualifying circumstances:

Proprietary nature of vend kiosks preclude civil servants from cash collection services without voiding the warranty and increasing SFPL's liability risks. The audit printer used by vendor is proprietary to the vend kiosks.

B. Reason for the request for modification:

library reopening needs and TBS installation completion has altered the expected initial contract term.

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

- A. Specify required skills and/or expertise: The TBS-9900 kiosk units are made up of electrical parts including a coin mechanism, bill changer and circuit board. Servicing requires familiarity with the Kiosk's functions to avoid damaging the machine. The vendor's exclusive Northern California subcontractor is able to collect money and uses a portable audit printer to run quick reports for a proper audit trail, without voiding any warranties.
- B. Which, if any, civil service class(es) normally perform(s) this work? 4320, Cashier 1; 4321, Cashier 2; 4322, Cashier 3;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: The vendor's exclusive subcontractor's personnel carry audit printers for running reports during the collection process which provide an accurate accounting of money collected (which is compared by SFPL staff against the electronic report).

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

Not Applicable

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

- A. Explain why civil service classes are not applicable.
  Because of the proprietary nature of these vend machines, using CSC classifications may void the warranty and subject SFPL to liability regarding proper use of the machines.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: Civil Service positions that can do this job already exist (4320, 4321, 4322) but the proprietary nature of the kiosks limits servicing to the vendor.

#### 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 is no need to train SFPL staff on how to service these machines because the vendor provides an exclusive Northern California subcontractor to service their proprietary vend kiosks.

- 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.** <u>Union Notification</u>: On <u>06/24/21</u>, the Department notified the following employee organizations of this PSC/RFP request:

<u>Unrepresented Miscellaneous; SEIU Local 1021; SEIU 1021 Miscellaneous; Professional & Tech</u>
<u>Engrs, SFAPP; Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21; Management & Superv</u>
<u>Local 21; Architect & Engineers, Local 21;</u>

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

Name: marcus lange Phone: 415-557-4214 Email: marcus.lange@sfpl.org

Address: 100 Larkin St., San Francisco, CA, 94102

#### FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 31109 - 20/21

DHR Analysis/Recommendation: Commission Approval Not Required Approved by DHR on 07/07/2021 **Civil Service Commission Action:**