



London Breed  
Mayor

Carol Isen  
Human Resources Director

Date: July 21, 2023

To: The Honorable Civil Service Commission

Through: Carol Isen  
Human Resources Director

From: Joan Lubamersky / Lynn Khaw, GSA  
Elissa Koestenbaum, FIR  
Vincent Lee, POL  
Alysabeth Alexander-Tut, PRT  
Kelly Hiramoto, DPH  
Shawndrea Hale / Daniel Kwon, PUC  
Alexander Burns, DPW  
Jenny Collins, ECN  
Monique Colon, HOM  
Esperanza Zapien / Johanna Gendelman, HSA

Subject: **Personal Services Contracts Approval Request**

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

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

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

DHR has prepared the following cost summary for personal services contracts that have been processed through the Department of Human Resources Fiscal Year 23/24 to date:

Total of this Report	YTD Expedited Approvals FY2023-2024	Total for FY2023-2024
\$352,375,968	\$15,109,918	\$2,110,935,886

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# POSTING FOR

August 07, 2023

## PROPOSED PERSONAL SERVICES CONTRACTS – REGULAR

<u>PSC No</u>	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
<a href="#">43182 - 22/23</a>	GENERAL SERVICES AGENCY - CITY ADMIN	\$4,000,000.00	Clean interior and exterior windows, skylights, roof windows, greenhouses, plexiglass, mirrors, stained glass, etc., at City-owned facilities in San Francisco, San Mateo, and Alameda Counties. The contractor will perform window cleaning services on various buildings, ranging from historic landmark sites to Leadership in Energy and Environmental Design (LEED)–certified buildings, requiring a diverse and specialized knowledge of cleaning techniques, materials, and equipment.	October 1, 2023	September 29, 2028	REGULAR
<a href="#">44539 - 22/23</a>	GENERAL SERVICES AGENCY - CITY ADMIN	\$250,000,000.00	This Personal Services Contract (“PSC”) is being requested for as-needed information technology (“IT”) services of a finite term procured within the prequalified Citywide Technology Procurement Pool (“CTPP”), including but not limited to software/system customization, configuration and implementation, design, development, and testing; system design, development, implementation, and integration; cybersecurity monitoring, including vulnerability assessments, and penetration testing; network configuration and implementation; website development; training; and other services of similar nature. City departments’ technology needs vary greatly, from software or systems involved to specific specialized skills and expertise needed to perform mission-critical tasks. To address this need,	September 1, 2023	August 30, 2030	REGULAR

<u>PSC No</u>	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			the Office of Contract Administration (“OCA”) is establishing a CTPP in accordance with Section 21.4 of the San Francisco Administrative Code (“Admin Code 21.4”), which sets forth the requirements for establishing prequalified pools of suppliers from which to select on an as-needed basis. OCA anticipates that CTPP will consist of numerous pre-qualified suppliers.			
<a href="#">41951 - 22/23</a>	FIRE DEPARTMENT	\$150,000.00	<p>Contractor will be responsible for the installation and setup of the EHR Software Integration and Implementation proprietary software, and the conversion of legacy information into the new system for the San Francisco Fire Department - including medical programs and organizational compliance programs.</p> <p>Software support and maintenance will include upgrades to new software versions of the proprietary EHR system, provide additional licenses, provide an interface to the existing systems used by the Fire Department, and other services necessary to maintain and support system functionality.</p>	June 1, 2023	May 25, 2028	REGULAR
<a href="#">43215 - 22/23</a>	POLICE	\$122,348.00	The contractor will provide maintenance, service and parts to liquid handling platform used in DNA analysis process for the San Francisco Police Department's Crime Laboratory.	September 23, 2023	January 31, 2027	REGULAR
<a href="#">46531 - 22/23</a>	PORT	\$2,700,000.00	The scope of the Pier 50 Earthquake Improvement Project will include the first phases of eventual seismic remediation at this site. The proposed scope will include engineering services consisting of data collection, surveys, geotechnical investigations and structural analysis to complete a seismic risk	July 1, 2023	July 1, 2026	REGULAR

<u>PSC No</u>	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			assessment of the site and the develop of overall retrofit strategies across the facility. It will then advance through the pre-design phase for selected priority retrofit projects to set a baseline scope, budget, and schedule for each. Final design and engineering, construction, and construction management will be completed by others.			
<u>41901 - 22/23</u>	PUBLIC HEALTH	\$15,000,000.00	The contractor(s) will provide the Department of Public Health (DPH), a Picture Archiving and Communication System (PACS). The services shall include equipment, delivery, equipment configuration, equipment maintenance, implementing and maintaining the software, hosting (as applicable), and maintenance services to be provided by the Contractor(s). The PACS application will be integrated with the Epic Electronic Health Records System (EHR) and other clinical applications currently in use by the Department. The system is used to provide medical imaging storage across all hospital and clinics in the network. Any images including, but not limited to, X-Rays, computed tomography scans (CT), magnetic resonance imaging (MRI), dental images, and ultrasounds processed and stored through PACS. The professional services piece of this contract will be the start up implementation services, training, testing and maintenance portion, that are required to use PACS. The owner of the proprietary software is the only organization able to provide support and staff to implement, train, test and maintain the system with the hospital's existing Electronic Health Records System, Epic, and other clinical applications. In addition, during the term of this PSC approval the	October 1, 2023	September 30, 2028	REGULAR

<u>PSC No</u>	<b>Dept Designation</b>	<b>PSC Amount</b>	<b>Description of Work</b>	<b>PSC Estimated Start Date</b>	<b>PSC Estimated End Date</b>	<b>Type of Approval</b>
			Department will be implementing PACS for Dental Images.			
<a href="#"><u>44438 - 22/23</u></a>	PUBLIC UTILITIES COMMISSION	\$19,000,000.00	The SFPUC is issuing this RFP totaling \$19,000,000 for two (2) separate \$9,500,000 contracts, for the purpose of selecting and entering into an agreement with a professional services Contractor to provide as needed intermittent services related to implementation of the agency's Racial Equity Action Plan, Racial Justice Resolution and other racial equity priorities, and to make sure that City staff performing this work can access specialized services and training as needed. The scope of work will include project management and change management, system and capacity development, improvements to internal workforce systems, improvements to agency services and assets, employee engagement, staff training and facilitation, manager and supervisor training and coaching, employee support, community engagement, and effective and transparent communication.	August 1, 2023	December 31, 2028	REGULAR
<a href="#"><u>44959 - 22/23</u></a>	PUBLIC UTILITIES COMMISSION	\$30,000,000.00	Work will consist of technical and project management services in all aspects required for expansion of an existing reservoir accomplished by raising a dam by over 50 feet. The increased reservoir storage will provide regional storage to benefit to 8 Bay Area and Central Valley water agencies.  Activities include planning, permitting and design work related to construction of a surface water dam and a 8-mile conveyance pipeline that will enable delivery of water to California State Water Project infrastructure at the California Aqueduct.	January 1, 2019	December 31, 2025	REGULAR

<u>PSC No</u>	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			Operational and hydraulic modeling, regulatory permitting, facility design for Los Vaqueros dam and Transfer Bethany Pipeline, natural resources services, project management services, asset management services, land acquisition and management services, security and emergency response services, environmental and regulatory compliance services.			
<u>49201 - 22/23</u>	GENERAL SERVICES AGENCY - PUBLIC WORKS	\$22,000,000.00	Consultants will perform highly specialized professional land surveying work, such as, topographic, boundary and construction surveys, photogrammetric work, laser 3D scanner field and office assistance and training, AutoCAD Civil 3D drafting, help with special projects (monumentation, Geographical Information System (GIS) mapping, GPS network, etc.).	August 7, 2023	December 31, 2029	REGULAR
<b>TOTAL AMOUNT \$342,972,348</b>						



# Posting For August 07, 2023

## Proposed Modifications to Personal Services Contracts

PSC Number	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
4106 12/13 - MODIFICATIONS	ECONOMIC AND WORKFORCE DEVELOPMENT -- ECN	\$500,000	\$2,985,000	The Workforce division of Office of Economic and Workforce Development(OEWD) manages a grant portfolio consisting of approximately 100 contract and grant agreements for 70 agencies annually across ten Federal, State and local fund sources.The process by which these agreements are negotiated, created, and tracked through their expiration is a very labor intensive process for both the City and the grantees/contractors involving repeated data entry into multiple spreadsheets, intensive paper-based-process steps, and lengthy reconciliation processes. After an extensive review of current business processes and identification of areas where efficiency and accuracy can be increased dramatically, OEWD has come to the conclusion that a technology solution is needed. The division is requesting approval to purchase a subscription to a customizable web portal and fully supported database to support the department's management of the grant negotiation, agreement creation, invoicing and financial reporting processes. The resource the division would like to acquire a subscription that has been successfully utilized by the Mayor's Office of Housing	01/01/2024	06/30/2025	REGULAR

PSC Number	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
				<p><b>Scope Change:</b>            OEWD will continue to work with the developer and the Financial Accounting and Information Management System(FAMIS)replacement team at the Controller's Office to identify areas in which the two systems can be synced and further reduce data entry burden on OEWD's finance staff. Currently the online portal is only managing grants for the workforce division of OEWD. OEWD is in the process of moving grantees from additional unit's portfolios -- more than doubling the size of the portfolio that will be managed through the online invoicing solution.</p>			
42167 - 18/19 - MODIFICATIONS	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING -- HOM	\$3,754,000	\$5,899,000	<p>On behalf of the City and County of San Francisco, the Department of Homelessness and Supportive Housing (HSH), in conjunction with the Local Homeless Coordinating Board (LHCB), must submit an annual comprehensive Notice of Funding Availability (NOFA) application to the U.S. Department of Housing and Urban Development (HUD) for Continuum of Care (CoC) Homeless Assistance Grant funds. The application requires grant-writing, strategic planning, program assessment, and evaluation assistance.</p>	01/01/2024	10/28/2028	REGULAR
45935 - 17/18 - MODIFICATIONS	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE	\$180,000	\$630,000	<p>The City and County of San Francisco's Point-in-Time Homeless Count (Census), which is managed by the Department of Homelessness and Supportive Housing (HSH) and is held in 2019 and 2021,</p>	09/01/2023	09/30/2024	REGULAR

PSC Number	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
	HOUSING -- HOM			requires planning, coordination, and implementation assistance.			
49949 - 18/19 - MODIFICATIONS	HUMAN SERVICES -- DSS	\$550,000	\$1,300,000	<p>The purpose of the contract is to promote the safety and well-being of APS clients through the provision of emergency placement services and supportive personal care services available on a 24-hour basis. The Contractor shall provide a safe and secure placement for Adult Protective Services (APS) clients. The APS program will have access to placement and care to at least two clients, during any given month. For each referred client, provide a private bed within a licensed care facility. The placement will be consistent with licensing requirements set by California's Community Care Licensing Division and will include shelter, food, and assistance with personal care and Activities of Daily Living, as needed, for up to 60 days. Placement must be available on a short notice emergency, for a short-term, and to any APS client whether or not they are in need of medical care.</p>	05/04/2023	06/30/2025	REGULAR
41591 - 17/18 - MODIFICATIONS	PUBLIC HEALTH -- DPH	\$0	\$8,000,000	<p>Contractor will provide a comprehensive patient billing statement solution (software). Services will include all necessary linkages to the Department's new Electronic Health Record (EHR) system, billing statement generation and distribution, ability for the City to manage and monitor all aspects of the service through an integrated application or service, and as-needed project management services during the implementation and post go-live period.</p>	06/01/2023	12/31/2029	REGULAR

PSC Number	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
42517 - 18/19 - MODIFICATIONS	PUBLIC HEALTH -- DPH	\$2,100,000	\$3,850,000	<p>The contractor(s) will provide fully hosted, web-based software and its support to enable credentialing and privileging of medical services providers and employees for the Department of Public Health (DPH). Support will include project management, design, programming, testing, documentation, and system integration services.</p> <p><b>Scope Change:</b> In addition to credential and privileging checks, the department is required to conduct health background check of all community care license applicants, community care licensees, adult residents, volunteers, and employees who have contract with clients in a health organization.</p>	09/01/2023	08/31/2028	REGULAR
47839 - 19/20 - MODIFICATIONS	PUBLIC UTILITIES COMMISSION -- PUC	\$2,319,620	\$3,600,000	<p>The work is calibrating and maintaining important water meters of the Hetch Hetchy regional water transmission system. The purpose of the work is to maintain accurate and reliable meter reads used for water accounting purposes. The work includes calibrating, inspecting, cleaning, and maintaining the system meters and related instruments used. The primary objective of all calibration activities is to ensure meter-signal accuracy and consistency carries through from the field located secondary metering equipment, through all remote transmitting units and field programmable logic controllers, through the SFPUC SCADA system, to the final remote operational</p>	06/27/2023	12/05/2027	REGULAR

PSC Number	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
				display. The work often includes entering confined spaces to use special testing equipment to certify instrument accuracy. Work on each meter is documented and calibration certificates presented. Reporting includes site field notes, calibration notes and metering site instrument inventories. As needed, the work will involve diagnosing problems, identifying failed instruments, and performing parts replacement.			

**TOTAL AMOUNT \$9,403,620**

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

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - CITY ADMIN -- ADM

Dept. Code: ADM

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

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

Type of Service: As-needed Window Cleaning Services for City Buildings

Funding Source: General Fund

PSC Duration: 5 years

PSC Amount: \$4,000,000

**1. Description of Work**

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

Clean interior and exterior windows, skylights, roof windows, greenhouses, plexiglass, mirrors, stained glass, etc., at City-owned facilities in San Francisco, San Mateo, and Alameda Counties. The contractor will perform window cleaning services on various buildings, ranging from historic landmark sites to Leadership in Energy and Environmental Design (LEED)-certified buildings, requiring a diverse and specialized knowledge of cleaning techniques, materials, and equipment.

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

These services are necessary for the maintenance of City properties. Timely cleaning of City department windows, building facades, and partitions improves the indoor and outdoor environment by removing debris, dust, and animal waste. Denial will result in unsightly and unsanitary facilities, sub-optimal performance of the City's LEED-certified buildings, impeded employees' ability to see exteriors during emergencies and under normal work conditions, and contribute to a general decline in the workplace morale and in the ambiance of neighborhoods in which City facilities are located.

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

These services have been provided on a Citywide contract for many years. The most recent personal services contract approval was PSC #45428 – 16/17, attached.

D. Will the contract(s) be renewed?

No.

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

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

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

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

B. Explain the qualifying circumstances:

The work is intermittent and sporadic, depending on a department's need, availability of funds, scheduling, and the weather. There is little or no outside work in the winter months. Some buildings require cleaning to be done on weekends and after normal business hours.

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

- A. Specify required skills and/or expertise: Five years of experience in the professional window cleaning business serving large buildings, including historic structures and buildings. Knowledge of window cleaning techniques, equipment, and cleaning solutions necessitated by various complex architectural features. Knowledge of the safe use of chemicals, suspension devices, and permitting requirements. Experience and understanding of specialized cleaning needs for LEED-certified buildings, including safe cleaning practices for solar photovoltaic arrays and horizontal and vertical wind turbines. Ability to read architectural floor plans. Ability to schedule resources and equipment in coordination with department representatives. Knowledge of the California Occupational Safety and Health Agency (CAL/OSHA)'s rules and regulations under the Department of Industrial Relations (DIR).
- B. Which, if any, civil service class(es) normally perform(s) this work? 7268, Window Cleaner Supervisor; 7392, Window Cleaner;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. Scaffolds, ropes, riggings and platforms, hoses, ladders, lift trucks, cranes, and bosun chairs.

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

The City lacks the required cleaning techniques and equipment to service complex architectural structures.

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

- A. Explain why civil service classes are not applicable.  
The work is intermittent and sporadic, depending on a department's need, availability of funds, scheduling, and the weather. There is little or no outside work in the winter months. Some buildings require cleaning to be done on weekends and after normal business hours.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. Civil Service classes exist, but due to the sporadic as-needed work, a new class would not be beneficial for the City.

See attached memorandum on the feasibility study of these services with a recommendation from the Office of Contract Administration that the services should be contracted out due to the seasonal nature of the work and the fiscal impact on the City budget.

**6. Additional Information**

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



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

7. **Union Notification:** On 05/12/2023, the Department notified the following employee organizations of this PSC/RFP request:  
SEIU 1021 Miscellaneous

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

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

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 43182 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 08/07/2023

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

**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [lynn.khaw@sfgov.org](mailto:lynn.khaw@sfgov.org)  
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**Subject:** Receipt of Notice for new PCS over \$100K PSC # 43182 - 22/23  
**Date:** Friday, May 12, 2023 5:32:22 PM

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RECEIPT for Union Notification for PSC 43182 - 22/23 more than \$100k

The GENERAL SERVICES AGENCY - CITY ADMIN -- ADM has submitted a request for a Personal Services Contract (PSC) 43182 - 22/23 for \$4,000,000 for Initial Request services for the period 10/01/2023 – 09/29/2028. 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/20248> 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: GENERAL SERVICES AGENCY - CITY ADMIN -- ADM Dept. Code: ADM

Type of Request: [X] Initial [ ] Modification of an existing PSC (PSC # \_\_\_\_\_)

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

Type of Service: Window Cleaning Service for City Buildings

Funding Source: General Fund PSC Duration: 4 years 50 weeks
PSC Amount: \$1,500,000 PSC Est. Start Date: 07/01/2017 PSC Est. End Date: 06/15/2022

1. Description of Work

A. Scope of Work:

Clean interior and exterior windows, skylights, roof windows, greenhouses, plexiglass, mirrors, stained glass, etcetera at City-owned facilities in San Francisco, San Mateo and Alameda Counties. The Contractor will perform window cleaning services on a diverse group of buildings, ranging from historic landmark sites to LEED-certified, requiring a diverse and specialized knowledge of cleaning techniques, materials, and equipment.

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

This service is necessary for the maintenance of City properties. Timely cleaning of City department windows, building facades, and partitions improves the indoor and outdoor environment by removing debris, dust, and animal waste. Denial would result in unsightly and unsanitary facilities, sub-optimal performance of the City's LEED-certified buildings,impede employees' ability to see exteriors during emergencies and under normal work conditions, and contribute to a general decline to the workplace morale and in the ambiance of neighborhoods in which City facilities are located.

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

This service has been provided on a Citywide contract for many years. The most recent personal services contract approval was 4020 - 13/14.

D. Will the contract(s) be renewed? The Office of Contract administration is in the process of soliciting a new (

2. Union Notification: On 03/20/2017, the Department notified the following employee organizations of this PSC/RFP request: SEIU 1021 Miscellaneous

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FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 45428 - 16/17

DHR Analysis/Recommendation:

07/17/2017

Commission Approval Required

DHR Approved for 07/17/2017

Approved by Civil Service Commission with
Page 60 Conditions

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

A. Specify required skills and/or expertise:

Five years experience in the professional window cleaning business serving large buildings, including historic structures and buildings. Knowledge of window cleaning techniques, equipment, and cleaning solutions necessitated by a diversity of complex architectural features. Knowledge of the safe use of chemicals, suspension devices, and permitting requirements. Experience and knowledge of specialized cleaning needs for LEED-certified buildings including safe cleaning practices for solar photovoltaic arrays and horizontal and vertical

B. Which, if any, civil service class(es) normally perform(s) this work?  
7392,7268,

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If yes, explain:  
Yes. Scaffolds, ropes, riggings and platforms, hoses, ladders, lift trucks, cranes and bosun's chairs.

**4. Why Classified Civil Service Cannot Perform**

A. Explain why civil service classes are not applicable:

The work is intermittent and sporadic, depending on a department's need, availability of funds, scheduling, and the weather. There is little or no outside work in the winter months. Some buildings require cleaning to be done on weekends and after normal business hours.

B. Would it be practical to adopt a new civil service class to perform this work? Explain.  
No. Work is as-needed and sporadic. There is no need for a new class.

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

**YES NO**

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

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD  
ON 05/24/2017 BY:

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

Address: 1 Dr. Carlton B. Goodlett Place, Room 362 San Francisco, CA 94102



# OFFICE OF THE CITY ADMINISTRATOR



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

## MEMORANDUM

DATE: June 21, 2017

TO: Civil Service Commission

FROM: *Joan Lubamersky*  
Joan Lubamersky, Contract Coordinator  
General Services Agency/Office of the City Administrator

SUBJECT: Personal Services Contract (PSC) 45438 16.17 Window Washing

This memorandum is a report on the need for window washing services requested in PSC 45438 16.17 and our discussions with SEIU Local 1021 about their recommendation that services be provided by City employees. The PSC proposes a dollar amount of \$1.5 million and a duration of almost five years. We have communicated with Local 1021 by email and in person. We have enclosed a timetable reflecting that process.

It is our understanding that The City currently employs individuals in Window Cleaner Supervisor Classification 7268 and Window Cleaner Classification 7392, 18 of whom work at San Francisco International Airport and 1 who works at the War Memorial Building.

The PSC is being proposed by the Office of Contract Administration (OCA) to create a Citywide term contract to perform services for all other City departments. These departments would have access to this contract from which to issue purchase orders for service as needed.

The PSC proposes to provide services for approximately 200 City buildings and facilities ranging from Laguna Honda Hospital and City Hall to the children's carousel in Golden Gate Park and the Muni ticket booth at Powell and Market.

Examples of past services are:

- 10.14.15 Treasure Island Building 1, \$1,850
- 10.2.15 Laguna Honda Hospital, \$35,620
- 9.7.16 1660 Mission Street (Department of Building Inspection), \$4,100
- 9.7.16 1650 Mission (Human Services Agency), \$5,500
- 10.19.16 Potrero Hill Health Center, \$1,300
- 11.9.16 Mission Health Center, \$1,200
- 12.5.16 One South Van Ness, \$7,500
- Multiple San Francisco Public Library sites, ranging from \$100 to \$15,800

6.21.17 Memorandum to Civil Service Commission  
PSC 45428 16.17

We believe it is appropriate to contract for the specialized services. Work is as needed, the City does not own equipment to perform the work, and it is unknown if or when City departments would use the services provided for under the contract.

We would be pleased to provide periodic reports to the Commission and/or SEIU Local 1021 on utilization of this contract.

We request that this item be placed on the July 17, 2017 calendar.

Thank you for your consideration.

Enclosure



## **Timeline**

### **PSC 45438 16.17 Window Washing**

March 14, 2017: PSC posted on database.

March 29, 2017: SEIU 1021 sent email to City Administrator's Office Contract Coordinator protesting the PSC and requested to meet.

March 29, 2017 to April 18: Exchanges of emails to set a date to meet.

Vitus Leung (GSA/City Administrator, Manager of Employee and Labor Relations) represented the City

XiuMin Li represented SEIU 1021.

April 18, 2017: Leung suggested the date of April 26 to meet.

April 26, 2017. Meeting held at SEIU 1021 Office. The City provided some information to the union and agreed to provide more.

April 28, 2017: Li emailed Leung that union is glad the PSC would not cover the Airport and SFUSD. Li also requested copies of invoices for services rendered by the current vendors during the past year, March 2016-March 2017.

May 2, 2017: Leung sent requested information to Li. Provided copies of invoices and responses to questions. See enclosed.

May 19, 2017: Leung emailed Li asking if the union had more questions.

June 5, 2017: Leung wrote to Li that since he had not heard back from the union, he was instructing the department to move forward on the PSC.

June 9, 2017 Li responded to Leung that work should be done in-house, it is not intermittent, equipment could be leased or purchased, union requests a feasibility plan to bring work in-house



London N. Breed  
Mayor

Alaric Degrafinried  
Director and Purchaser  
Purchasing

## MEMORANDUM

**DATE:** August 1, 2019  
**TO:** Civil Service Commission  
**FROM:** Alaric Degrafinried, Purchaser and Director of the Office of Contract Administration  
**SUBJECT:** Feasibility Study – Window Cleaning Services (for PSC # 45428-16/17)

### EXECUTIVE SUMMARY

The City and County of San Francisco (“City”), with the exception of the Airport and War Memorial Building, contracts out a large proportion of its window cleaning services. The current contract associated with these services is scheduled to expire on January 31, 2020. The Office of Contract Administration (“OCA”) has analyzed three potential options for the provision of window cleaning services upon expiration of the current contract: (1) The City retains a full window cleaning staff at a fixed cost of approximately \$1.6 million annually; (2) the City retains a small window cleaning staff at a fixed cost of approximately \$826,000 annually, but depending on demand, may need to contract out on an as-needed basis; or (3) the City continues its current practice of contracting out window cleaning services at an annual cost of approximately \$440,000, but the year-to-year cost to the City is entirely variable and entirely based on demand and available budget.

### BACKGROUND

OCA submitted a request for a personal services contract (“PSC”) for window cleaning services to be reviewed at the July 17, 2017 Civil Service Commission (“Commission”) meeting. During the PSC notification period, SEIU Local 1021 contacted OCA to discuss the PSC request. The City and SEIU Local 1021 engaged in email correspondence to arrange an in-person meeting to discuss the pending PSC request for window cleaning services. The City met with SEIU Local 1021 at the union’s office and provided copies of all invoices from the current window cleaning services contractors. Unfortunately, a mutually agreeable resolution could not be reached, so OCA decided to proceed with the PSC request and the item was heard before the Commission. Subsequently, at its July 17, 2017 Commission meeting, the Commission approved PSC # 45428-16/17 for a two-year contract for window cleaning services with the condition that the City conduct a feasibility study on window cleaning services.

### STATUS OF CURRENT CONTRACT

The City entered into its current Window Cleaning Services contract with Union Service Company, Inc. (“Contractor”) in February 2018. To date, nearly 1.5 years into the two-year contract, six City departments have issued purchase orders for a total of approximately \$615,750. Ninety-two percent of the contract usage to date, over \$565,000, has been by three departments, Department of Public Health, Public Library, and General Services Agency.

- Total Purchase Orders to date from 02/01/18 through 06/30/19: \$615,750
  1. Approximate Annualized Amount: \$437,254

In a letter to OCA dated March 9, 2019, the Contractor provided the following information regarding the Contractor’s work under the current City contract:

- 8-10 employees serve the City’s contract
- Factors that have limited the Contractor’s work under the City contract:
  1. City departments do not maintain a regular window cleaning schedule
  2. Not all City buildings or departments participate in window cleaning contract cycle (for instance, One South Van Ness and 30 Van Ness have not been cleaned by a Contractor since 2015, under the previous window cleaning contract)
  3. Individual department budgets
- During the rainy season, December through mid-March, the Contractor does not perform any services.

**POTENTIAL OPTIONS MOVING FORWARD**

Unless extended, the current window cleaning services contract will expire on January 31, 2020. At that time the City will have three (3) potential options (ranging from City staff solely performing the window cleaning, to utilizing only a contractor):

**Option 1:** *City employs a complete, self-sufficient window cleaning staff. Window cleaners are housed under a single department (e.g. General Services Agency) and work-ordered by other City departments.*

- A group of 8-10 window cleaners are employed full-time under GSA and work-ordered by other City departments, such as Department of Public Health (“DPH”), Public Library (“LIB”), Real Estate (“RED”), Municipal Transportation Agency (“MTA”), and Public Utilities Commission (“PUC”).
- City owns, stores, and maintains a complete set of capital equipment (e.g. telescopic boom and scissor lifts) and non-capital equipment and tools (e.g. bosun chairs, ladders, ropes, squeegees). Additional heavy equipment would be rented via existing Citywide Heavy Equipment Rental term contract on an as-needed basis.
- During wet-weather months, window cleaning staff could complete trainings and clean interior windows, subject to work order.

Cost Estimate:

- Should the City employ its own window cleaning staff, the City would incur estimated annual fixed costs of:
  1. Annual salary and benefits for one (1) Window Cleaner Supervisor and ten (10) Window Cleaners: \$1,385,857
  2. Equipment (purchase, storage, maintenance, etc.): \$232,629
  3. **Total approximate annual cost: \$1,618,486<sup>1</sup>**

**Option 2:** *City employs a small, but full-time window cleaning staff and maintains a Citywide contract for as-needed window cleaning services where Contractor's window cleaners are utilized only to supplement City staff. City window cleaners are housed under a single department (e.g. General Services Agency) and work-ordered by other City departments.*

- A group of 3-5 window cleaners are employed full-time under GSA and work-ordered by other City departments, such as DPH, LIB, RED, MTA, and PUC.
  1. For larger window cleaning jobs that require more Full-time Equivalents (“FTE”) than provided by City window cleaning staff, Contractor’s window cleaners would be brought in on as-needed basis.
- City owns, stores, and maintains limited set of capital equipment (e.g. scissor lift and utility van) and full set of non-capital equipment and tools (e.g. bosun chairs, ladders, ropes, squeegees). Additional heavy equipment would be rented via existing Heavy Equipment Rental term contract on an as-needed basis.
- During wet-weather months, window cleaning staff could complete trainings and clean interior windows, subject to work order.

Cost Estimate:

- Should the City employ its own window cleaning staff, the City would incur estimated annual fixed costs of:
  1. Annual salary and benefits for one (1) Window Cleaner Supervisor and five (5) Window Cleaners: \$761,597
  2. Equipment (purchase, storage, maintenance, etc.): \$64,160
  3. Equipment rental: Variable, depending on year-to-year work orders
  4. Contract staff: Variable, depending on year-to-year work orders
  5. **Total approximate annual cost: \$825,757 (+ any equipment rentals and contract staffing)<sup>1</sup>**

**Option 3:** *City continues to contract out window cleaning services on as-needed basis.*

- There is no minimum annual cost to the City, as City term contract does not guarantee a minimum amount of work.
  1. **Total approximate annual cost: \$440,000<sup>2</sup>**

**COST-BENEFIT ANALYSIS**

The three options are summarized as follows:

1. City team: City, through a single department (e.g. GSA), employs a complete and full-time window cleaning staff of 1 Window Cleaning Supervisor and 10 Window Cleaners;
2. Limited City team + contractor as needed: City, through a single department (e.g. GSA), employs a small and full-time window cleaning staff of 1 Window Cleaning Supervisor and 5 Window Cleaners; and
3. Contractor-only, as needed: City continues current practice of contracting out as-needed window cleaning services.

OCA conducted a cost-benefit analysis of each of these three options (see Table 1 below for side-by-side comparison).

With **Option 1**, the City’s approximate annual outlay for window cleaning would be **\$1.6 million**. This annual cost is fixed because it encompasses staff salary and benefits as well as the cost of capital equipment. Window cleaning services would be work-ordered by individual City

departments on an as-needed basis, so depending on department budgets, work orders may or may not cover the entire annual cost of window cleaning. When work orders do not cover the annual cost, GSA would need to have sufficient budget to cover the remainder. Assuming that for an identical job, the cost of a work order for City window cleaners is equal to the cost of a purchase order to the current Contractor, then it is feasible that GSA would have to make up a deficit of upwards of **\$1.2 million** (i.e. \$1.6 million less current approximate annualized purchase-ordered amount of \$440,000) of the annual cost to maintain window cleaning as a City-provided service.

- An advantage of this scenario is that City staff would be able to perform all of the City's required window cleaning services.
- A disadvantage of this scenario is the fixed nature of the City's window cleaning costs and the inability to flex up or down on labor and capital equipment in response to fluctuating year-to-year demand for window cleaning services.

With **Option 2**, the City's approximate annual outlay for window cleaning for solely City staff and City-owned capital equipment would be **\$826,000**. This figure does not include additional costs for contract staff or capital equipment rentals necessitated by 1) large window cleaning jobs that require more than 5 FTE simultaneously; or 2) multiple simultaneous jobs that require more than 5 FTE. Again, assuming that for an identical job, the cost of a work order for City window cleaners is equal to the cost of a purchase order to the current Contractor, and assuming that all requested jobs in a year can be done by City window cleaning staff alone, then it is feasible that GSA would have to make up a deficit of upwards of **\$386,000** (i.e. \$826,000 less current approximate annualized purchase-ordered amount of \$440,000) of the annual cost to maintain window cleaning as a City-provided service.

- An advantage of this scenario is that the City would have sufficient staff to perform window cleaning services on most smaller jobs, and thus reducing the fixed annual labor and equipment costs, compared to scenario 1 above.
- A disadvantage of this scenario is that the City would still require contract staff in order to perform larger jobs, such as Zuckerberg San Francisco General Hospital. Additional equipment rental costs may also be necessary depending on the specific job. The City is limited in its ability to flex down its labor costs; it is able to flex up when necessary, although it would most likely be with contract staff (unless As-Needed City positions can be created and filled).

With **Option 3**, the City's annual outlay for window cleaning would be entirely dependent on demand as reflected in City department budgets and purchase orders to Contractor. Because the Citywide Window Cleaning Services contract is as-needed and guarantees no minimum amount of work, the City's annual cost for window cleaning services can be as low as **\$0**.

- An advantage of this scenario is that the City would have near-complete flexibility in basing year-to-year window cleaning costs on demand for the services and budget.
- A disadvantage of this scenario is that contractors will likely build into their rates a premium to compensate for the nature of the City's window cleaning services contract: As-needed basis and no guarantee of a minimum amount of work.

**Table 1. Cost Comparison of 3 Potential Options**

Potential Option		Current cost to contract out services <sup>1</sup>	City Budget needed to make up potential difference of contracted cost
1	City hires full window cleaning team; does not contract out	\$440,000	\$1,178,486
2	City hires partial window cleaning team; contracts out larger jobs as needed		\$385,757 <sup>2</sup>
3	City continues to contract out window cleaning services <sup>3</sup>		\$0

<sup>1</sup> Based on annualized total of PO releases off current contract, through 06/30/2019.

<sup>2</sup> Does not include potential contracted window cleaning services or equipment rental costs.

<sup>3</sup> Notwithstanding existing window cleaning staff at San Francisco International Airport and War Memorial.

## CONCLUSION

A range of options for the provision of window cleaning services are available to the City. At one end of the spectrum, the City would hire and maintain its own self-sufficient window cleaning staff. This option would result in additional City jobs (potentially 11 new positions); the annual cost to the City would be approximately \$1.6 million irrespective of the demand for window cleaning services by City departments. On the other end of the spectrum, the City would continue its current practice of contracting out window cleaning services; the annual cost to the City would be approximately \$440,000, but the year-to-year cost to the City would be entirely based on demand for the services and available budget—the City would have access to window cleaning services, but would only pay for them when needed.

In determining which option to pursue for future window cleaning services, the City must weigh the monetary costs, effect on the City’s labor force, anticipated demand for services by City departments, and desired level of flexibility, amongst other factors. Under the circumstances, OCA recommends that these services continue to be contracted out due to the seasonal nature of the work and the fiscal impact to the City budget.

Thanks in advance for your consideration and should you have any questions please don’t hesitate contacting my office at 415-554-6743.

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<sup>1</sup>Cost calculations are based on the following:

1. Cost (staffing):
  - a. Step 5 annual salary for 7392-Window Cleaner: \$89,180.00
  - b. Annual employer-paid benefits, as calculated as 40% of annual salary, approximately \$35,672
  - c. Total pay & benefits of \$124,852 \* 10 positions = \$1,248,520
  - d. Step 5 annual salary for 7268-Window Cleaner Supervisor: \$98,098
  - e. Annual benefits, as calculated as 40% of annual salary, approximately \$39,239
  - f. Total pay & benefits of \$137,337
- TOTAL ANNUAL STAFF COST (Annual): \$1,385,857

2. Cost (capital equipment):
- a. Purchase of capital equipment (boom lifts, scissor lifts, trucks, vans)
    - i. Genie S80X Boom Lift, 86': \$133,400  
(<http://www.aerial-lift.net/80-86-ft-aerial-boom-lifts-for-sale/>)
    - ii. Genie GS-2669 RT Scissor Lift, 25'11": \$35,950  
(<http://www.aerial-lift.net/25-53-ft-4x4-scissor-lifts-for-sale/>)
    - iii. Ford F-350 Truck (base price from Citywide term contract # 72503): \$35,069
    - iv. Ford Transit Cargo Van (base price from Citywide term contract # 72503): \$28,210
      - Initial Purchase Cost: \$232,629
  - b. Total Cost of Ownership ("TCO" includes purchase, operation, maintenance, and storage of capital equipment; using rule of thumb that purchase price is 10% of TCO): \$2,326,290
    - TOTAL ANNUAL CAPITAL EQUIPMENT COST (over 10 years of useful life): \$232,629

<sup>2</sup> Based on purchase order releases from current contract from 02/01/2018 to 06/30/2019.

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - CITY ADMIN -- ADM

Dept. Code: ADM

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

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

Type of Service: As-Needed Information Technology (IT) Services for OCA's Citywide Technology Procurement Pool

Funding Source: Department Budgets

PSC Duration: 7 years

PSC Amount: \$250,000,000

**1. Description of Work**

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

This Personal Services Contract ("PSC") is being requested for as-needed information technology ("IT") services of a finite term procured within the prequalified Citywide Technology Procurement Pool ("CTPP"), including but not limited to software/system customization, configuration and implementation, design, development, and testing; system design, development, implementation, and integration; cybersecurity monitoring, including vulnerability assessments, and penetration testing; network configuration and implementation; website development; training; and other services of similar nature.

City departments' technology needs vary greatly, from software or systems involved to specific specialized skills and expertise needed to perform mission-critical tasks. To address this need, the Office of Contract Administration ("OCA") is establishing a CTPP in accordance with Section 21.4 of the San Francisco Administrative Code ("Admin Code 21.4"), which sets forth the requirements for establishing prequalified pools of suppliers from which to select on an as-needed basis. OCA anticipates that CTPP will consist of numerous pre-qualified suppliers.

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

Most IT services procured by City departments pertain to proprietary software and equipment for which access to proprietary code is required. In these situations, Civil Service employees may not legally perform these services without either (A) violating the software manufacturer's copyrights, trademarks, trade secrets, and patents or (B) voiding the equipment manufacturer's warranties. City departments also procure IT services when they require outside specialized expertise, especially for projects involving new technology, of short-term duration, intermittent need, and/or unanticipated and transitional nature. In these cases, such services ultimately supplement the skills provided by City employees and can transfer new skills and knowledge to City staff. Lastly, City departments often procure IT services to expeditiously respond to unanticipated events or delays, as well as supplement staff to address temporary peak workloads.

This PSC, which will be used by City departments on an as-needed basis, will help expedite the procurement of technology solutions in each of these scenarios and ensure City resources and funds are used more efficiently.

Should this request be denied, City's ability to retain IT services for the reasons described above will be severely constrained. Further, the process and timeframes required to procure new systems and implement solutions needed for the provision of essential City services will be greatly expanded. This is of particular concern for City systems involving proprietary software and/or equipment where only authorized resellers or service providers may service the technology.

**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.**

A pool of contracts, awarded in accordance with San Francisco Administrative Code Chapter 21, and known as the Technology Marketplace has been in place since the 1990s, and the most recent PSC was PSC #44114-17/18, attached.



D. Will the contract(s) be renewed?

No, the resulting contracts awarded to members of CTPP using this PSC will have end dates that do not exceed 7 years from the CTPP's award date. Should departments elect to extend their contracts beyond this date, they must obtain their own PSC approval for any such extension.

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 CTPP will be active for two years with an extension for additional two years only. However, OCA is requesting a 7-year duration because each department's contract duration may vary depending on when that department's contract is awarded. For example, a contract awarded during the first year of the pool could have a duration of 7 years. But a contract awarded during the third year of the pool will be limited to a duration of only 4 years. The resulting contracts awarded to members of CTPP using this PSC will not exceed 7 years. Should departments elect to extend their contracts beyond the 7-year end date, they must obtain their own PSC approval for any such extension.

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

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

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

B. Explain the qualifying circumstances:

City departments' IT needs vary greatly, from software or systems involved, to specific specialized skills and expertise needed to perform mission-critical tasks. This Personal Services Contract would allow for departments to procure such IT services on a timely basis and to meet these projects' short-term, as-needed schedules. Further, the work contemplated under this PSC is for work that the listed classifications cannot perform because they lack the required skills, expertise, and/or specific equipment/knowledge certifications granted by IT manufacturers. Additionally, products or equipment needed to perform the work may be temporarily warehoused at vendor's facility.

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

A. Specify required skills and/or expertise: Many highly specialized professional and technical expertise are required on an as-needed basis, varying with each project. Knowledge of specific types of hardware and software, business/IT analytical skills and programming experience for new applications are needed to update, create and implement new IT solutions essential to City operations. Some projects will also require specific equipment/knowledge certifications granted by IT manufacturers.

B. Which, if any, civil service class(es) normally perform(s) this work? 1041, IS Engineer-Assistant; 1042, IS Engineer-Journey; 1043, IS Engineer-Senior; 1044, IS Engineer-Principal; 1051, IS Business Analyst-Assistant; 1052, IS Business Analyst; 1053, IS Business Analyst-Senior; 1054, IS Business Analyst-Principal; 1061, IS Program Analyst-Assistant; 1062, IS Programmer Analyst; 1063, IS Programmer Analyst-Senior; 1064, IS Prg Analyst-Principal; 1091, IT Operations Support Admin I; 1092, IT Operations Support Admin II; 1093, IT Operations Support Admn III; 1094, IT Operations Support Admin IV; 1095, IT Operations Support Admin V; 1091, IT Operations Support Administrator I; 1092, IT Operations Support Administrator II; 1093, IT Operations Support Administrator III ; 1094, IT Operations Support

Administrator IV ; 1094, IT Operations Support Administrator IV ; 1095, IT Operations Support Administrator V;

- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Training may occur at vendor's facility. Additionally, the products or equipment may be temporarily warehoused at vendor's facility.

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

The work contemplated under this Personal Services Contract is such that the listed classification cannot perform because they lack access to proprietary software and equipment and/or highly specialized skills, expertise, or certifications that are required for a limited duration. Also, the work will often be intermittent in response to short term needs. Such highly skilled expertise, however, ultimately supplements the skills provided by City employees and helps transfer new skills and knowledge to City staff.

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

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

The work contemplated under this Personal Services Contract is such that the listed classification cannot perform because they lack the required skills, expertise, or certifications. Also, the work will be intermittent, highly skilled and highly specialized for as-needed projects of finite durations. Access to highly skilled expertise will lead to knowledge transfer of most recent best practices and technology.

- 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. Projects and expertise will vary. Also these are short term projects of finite durations and each project and the skills and knowledge required for each will vary.

**6. Additional Information**

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

- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.  
Yes. Training services may be procured under this PSC. The number of training hours will vary based on the individual department's project.

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

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

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

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

**7. Union Notification: On 06/12/2023, the Department notified the following employee organizations of this PSC/RFP request:  
Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21**

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

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

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 44539 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 08/07/2023

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

**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [lynn.khaw@sfgov.org](mailto:lynn.khaw@sfgov.org)  
**To:** [Khaw, Lynn \(ADM\); Laxamana, Junko \(DBI\); ework@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; amakayan@ifpte21.org; l21pscreview@ifpte21.org; Khaw, Lynn \(ADM\); DHR-PSCCoordinator, DHR \(HRD\)](mailto:Khaw, Lynn (ADM); Laxamana, Junko (DBI); ework@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; amakayan@ifpte21.org; l21pscreview@ifpte21.org; Khaw, Lynn (ADM); DHR-PSCCoordinator, DHR (HRD)@ifpte21.org)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 44539 - 22/23  
**Date:** Monday, June 12, 2023 7:53:49 PM

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RECEIPT for Union Notification for PSC 44539 - 22/23 more than \$100k

The GENERAL SERVICES AGENCY - CITY ADMIN -- ADM has submitted a request for a Personal Services Contract (PSC) 44539 - 22/23 for \$250,000,000 for Initial Request services for the period 09/01/2023 – 08/30/2030. 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/20612> 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: GENERAL SERVICES AGENCY - CITY ADMIN

Dept. Code: ADM

Type of Request:  Initial  Modification of an existing PSC (PSC # 44114 - 17/18)

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

Type of Service: As needed information technology services for the Technology Marketplace, including but not li

Funding Source: Department budgets

PSC Original Approved Amount: \$100,000,000 PSC Original Approved Duration: 07/01/18 - 06/30/23 (5 years)

PSC Mod#1 Amount: \$50,000,000 PSC Mod#1 Duration: no duration added

PSC Mod#2 Amount: \$50,000,000 PSC Mod#2 Duration: 07/01/23-12/31/23 (26 weeks 2 days)

PSC Cumulative Amount Proposed: \$200,000,000 PSC Cumulative Duration Proposed: 5 years 26 weeks

**1. Description of Work**

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

As needed information technology services for the Technology Marketplace, including but not limited to system design, business analysis, software as a service, training, and hardware maintenance.

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

The contracts will be to create a pool of prequalified vendors, which will help expedite the procurement of technology solutions. Outside expertise is needed, especially for projects involving new technology, to supplement the skills provided by City employees and to provide knowledge transfer to City departments. If denied, the process and timeframes required to procure new systems and implement solutions will be greatly expanded, which is a great concern in the area of information technology (IT) where technology is constantly and rapidly changing.

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, if the services will continue to be needed.

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:

We need 6 months additional services for this contract.

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

A. Display all that apply

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

Explain the qualifying circumstances:

Services are required on an as-needed basis, and performed on a project by project basis and are for services City staff cannot perform because they lack the required skills, expertise, or certifications. In some cases, warranties preclude employees other than the vendor's working on the software/device.

B. Reason for the request for modification:

Additional work is necessary to serve departments that use these services.

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

- A. Specify required skills and/or expertise: Many highly specialized professional and technical skills are required on an as needed basis, varying with each project. Knowledge of specific types of hardware and software, business/IT analytical skills and programming experience for new applications are needed to update, create and implement IT solutions. Some projects will also require specific equipment/knowledge certifications granted by IT manufacturers.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1041, IS Engineer-Assistant; 1042, IS Engineer-Journey; 1043, IS Engineer-Senior; 1044, IS Engineer-Principal; 1051, IS Business Analyst-Assistant; 1052, IS Business Analyst; 1053, IS Business Analyst-Senior; 1054, IS Business Analyst-Principal; 1061, IS Program Analyst-Assistant; 1062, IS Programmer Analyst; 1063, IS Programmer Analyst-Senior; 1064, IS Prg Analyst-Principal; 1091, IT Operations Support Admin I; 1092, IT Operations Support Admin II; 1093, IT Operations Support Admn III; 1094, IT Operations Support Admin IV; 1095, IT Operations Support Admin V; 1091, IT Operations Support Administrator I; 1092, IT Operations Support Administrator II; 1093, IT Operations Support Administrator III ; 1094, IT Operations Support Administrator IV ; 1094, IT Operations Support Administrator IV ; 1095, IT Operations Support Administrator V;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Training may occur at vendor's facility. Additionally, the products or equipment may be temporarily warehoused at vendor's facility.

**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.  
Portions of the work may be performed by some of the listed classifications, depending on the department's needs and project type. The work contemplated under this Personal Services Contract is for work that the listed classification cannot perform because they lack the required skills, expertise, or certifications. Also the work will be intermittent, highly skilled and highly specialized for as needed projects. Access to highly skilled expertise will lead to knowledge transfer of most recent best practices and technology.
- 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. Projects and expertise will vary.

**6. Additional Information**

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



F. Will the proposed work be completed by a contractor that has a current PSC contract with your department?  
If so, please explain.  
PSC is for depts to select from various prequalified vendors.

7. **Union Notification:** On 11/08/21, 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: Lynn Khaw Phone: 4155546296 Email: lynn.khaw@sfgov.org

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

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 44114 - 17/18

DHR Analysis/Recommendation:

12/20/2021

Commission Approval Required

Approved by Civil Service Commission

12/20/2021 DHR Approved for 12/20/2021

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: FIRE DEPARTMENT -- FIR

Dept. Code: FIR

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

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

Type of Service: Electronic Health Records (EHR) Software Integration and Implementation

Funding Source: Operating Funds

PSC Amount: \$150,000

PSC Est. Start Date: 06/01/2023

PSC Est. End Date 05/25/2028

**1. Description of Work**

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

Contractor will be responsible for the installation and setup of the EHR Software Integration and Implementation proprietary software, and the conversion of legacy information into the new system for the San Francisco Fire Department - including medical programs and organizational compliance programs.

Software support and maintenance will include upgrades to new software versions of the proprietary EHR system, provide additional licenses, provide an interface to the existing systems used by the Fire Department, and other services necessary to maintain and support system functionality.

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

The contract is necessary for the integration and implementation of the EHR software and to ensure continued maintenance and support. EHR Software Integration and Implementation will improve the workflow and allow internal systems to "talk" to each other and share and/or, if permitted, modify record information and provide statistics. Without approval of these services, the Fire Department will not be able to roll out a new EHR system, resulting in continued dependence on a work process that is inefficient and less secure when it comes to employee health information. Consequences of denial include the SFFD not being able to get real-time updates and information, which could compromise the SFFD's ability to best assist their employees and 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.

This is a new service.

D. Will the contract(s) be renewed?

Yes.

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

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

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

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

B. Explain the qualifying circumstances:

The services are as-needed services for support and maintenance.

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

- A. Specify required skills and/or expertise: Due to the proprietary nature of this complex system, only trained and certified engineers of the EHR software are able to provide maintenance and support services.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1042, IS Engineer-Journey; 1043, IS Engineer-Senior; 1044, IS Engineer-Principal; 1094, IT Operations Support Admin IV; 1822, Administrative Analyst; 9209, Community Police Services Aide; 1094, IT Operations Support Administrator IV ; 1094, IT Operations Support Administrator IV ;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

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

None, at this time.

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

- A. Explain why civil service classes are not applicable.  
Civil service classifications are not applicable because the services required must include access to the contractor's proprietary software.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, as the vendor does not release system proprietary information or source code, so civil servants cannot perform the maintenance and support.

**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 of Fire Department personnel will be required. Because the vendor does not release system proprietary information or source code, civil servants cannot perform the maintenance and support.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

**7. Union Notification: On 05/10/2023, the Department notified the following employee organizations of this PSC/RFP request:  
Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21; SEIU 1021 Miscellaneous; 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: Elissa Koestenbaum Phone: 415-305-0665 Email: elissa.koestenbaum@sfgov.org

Address: 698 2nd Street San Francisco, CA 94107

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 41951 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 08/07/2023

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

## Koestenbaum, Elissa (FIR)

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**From:** dhr-psccordinator@sfgov.org on behalf of elissa.koestenbaum@sfgov.org  
**Sent:** Wednesday, May 10, 2023 12:54 PM  
**To:** Koestenbaum, Elissa (FIR); max.porter@seiu1021.org; sarah.wilson@seiu1021.org; Sandeep.lal@seiu1021.me; leah.berlanga@seiu1021.org; SF-DHR-Info@seiu1021.org; Najuawanda Daniels; Jason Klumb; Frigault, Noah (HRC); Julie.Meyers@sfgov.org; Thomas Vitale; Ricardo.lopez@sfgov.org; Kbasconcillo@sfgwater.org; pcamarillo\_seiu@sbcglobal.net; Wendy Frigillana; pscreview@seiu1021.org; ted.zarzecki@seiu1021.net; davidmkersten@gmail.com; XiuMin Li; Sin.Yee.Poon@sfgov.org; David Canham; jtanner940@aol.com; Laxamana, Junko (DBI); ewallace@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; amakayan@ifpte21.org; l21pscreview@ifpte21.org; Koestenbaum, Elissa (FIR); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 41951 - 22/23

RECEIPT for Union Notification for PSC 41951 - 22/23 more than \$100k

The FIRE DEPARTMENT -- FIR has submitted a request for a Personal Services Contract (PSC) 41951 - 22/23 for \$150,000 for Initial Request services for the period 06/01/2023 – 05/25/2028. 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/20301> 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. Code: FIR

Type of Request:  Initial  Modification of an existing PSC (PSC # 44923 - 21/22)

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

Type of Service: EHR Software Integration and Implementation

Funding Source: Operating Funds

PSC Original Approved Amount: \$150,000 PSC Original Approved Duration: 12/01/21 - 11/30/22 (52 weeks)

PSC Mod#1 Amount: no amount added PSC Mod#1 Duration: 12/01/21-05/25/23 (25 weeks 23 hours)

PSC Cumulative Amount Proposed: \$150,000 PSC Cumulative Duration Proposed: 1 year 24 weeks

**1. Description of Work**

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

Contractor will be responsible for the installation and setup of the EHR Software Integration and Implementation proprietary software, and the conversion of legacy information into the new system for the San Francisco Fire Department - including medical programs and organizational compliance programs.

Software support and maintenance will include upgrades to new software versions of the proprietary EHR system, provide additional licenses, provide an interface to the existing systems used by the Fire Department, and other services necessary to maintain and support system functionality.

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

The contract is necessary for the integration and implementation of the EHR software and to ensure continued maintenance and support. EHR Software Integration and Implementation will improve the workflow and allow internal systems to "talk" to each other and share and/or, if permitted, modify record information and provide statistics. Without approval of these services, the Fire Department will not be able to roll out a new EHR system, resulting in continued dependence on a work process that is inefficient and less secure when it comes to employee health information. Consequences of denial include the SFFD not being able to get real-time updates and information, which could compromise the SFFD's ability to best assist their employees and 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.

no

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



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

Explain the qualifying circumstances:

The services are as-needed services for support and maintenance.

B. Reason for the request for modification:

Extend PSC end date to May 25, 2023.

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

A. Specify required skills and/or expertise: Due to the proprietary nature of this complex system, only trained and certified engineers of the EHR software are able to provide maintenance and support services.

B. Which, if any, civil service class(es) normally perform(s) this work? 1042, IS Engineer-Journey; 1043, IS Engineer-Senior; 1044, IS Engineer-Principal; 1094, IT Operations Support Admin IV; 1822, Administrative Analyst; 9209, Community Police Services Aide; 1094, IT Operations Support Administrator IV ; 1094, IT Operations Support Administrator IV ;

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

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

Civil service classifications are not applicable because the services required must include access to the contractor's proprietary software.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No, as the vendor does not release system proprietary information or source code, so civil servants cannot perform the maintenance and support.

**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 of Fire Department personnel will be required. Because the vendor does not release system proprietary information or source code, civil servants cannot perform the maintenance and support.

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

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

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

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

**7. Union Notification:** On 12/15/22, the Department notified the following employee organizations of this PSC/RFP request:  
SEIU 1021 Miscellaneous; 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: Elaine Walters Phone: (415)558-3418 Email: elaine.walters@sfgov.org

Address: 698 Second Street, San Francisco, CA 94107

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 44923 - 21/22

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 02/16/2023

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: FIRE DEPARTMENT -- FIR

Dept. Code: FIR

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

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

Type of Service: EHR Software Integration and Implementation

Funding Source: Operating Funds

PSC Amount: \$.150,000

PSC Est. Start Date: 12/01/2021

PSC Est. End Date 11/30/2022

**1. Description of Work**

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

Contractor will be responsible for the installation and setup of the EHR Software Integration and Implementation proprietary software, and the conversion of legacy information into the new system for the San Francisco Fire Department - including medical programs and organizational compliance programs.

Software support and maintenance will include upgrades to new software versions of the proprietary EHR system, provide additional licenses, provide an interface to the existing systems used by the Fire Department, and other services necessary to maintain and support system functionality.

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

The contract is necessary for the integration and implementation of the EHR software and to ensure continued maintenance and support. EHR Software Integration and Implementation will improve the workflow and allow internal systems to "talk" to each other and share and/or, if permitted, modify record information and provide statistics. Without approval of these services, the Fire Department will not be able to roll out a new EHR system, resulting in continued dependence on a work process that is inefficient and less secure when it comes to employee health information. Consequences of denial include the SFFD not being able to get real-time updates and information, which could compromise the SFFD's ability to best assist their employees and 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.

This is a new service.

D. Will the contract(s) be renewed?

yes

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

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

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

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

- B. Explain the qualifying circumstances:

The services are as-needed services for support and maintenance.

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

- A. Specify required skills and/or expertise: Due to the proprietary nature of this complex system, only trained and certified engineers of the EHR software are able to provide maintenance and support services.

- B. Which, if any, civil service class(es) normally perform(s) this work? 1042, IS Engineer-Journey; 1043, IS Engineer-Senior; 1044, IS Engineer-Principal; 1094, IT Operations Support Admin IV; 1822, Administrative Analyst; 9209, Community Police Services Aide; 1094, IT Operations Support Administrator IV ; 1094, IT Operations Support Administrator IV ;

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

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

None, at this time.

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

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

Civil service classifications are not applicable because the services required must include access to the contractor's proprietary software.

- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, as the vendor does not release system proprietary information or source code, so civil servants cannot perform the maintenance and support.

**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 of Fire Department personnel will be required. Because the vendor does not release system proprietary information or source code, civil servants cannot perform the maintenance and support.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

**7. Union Notification:** On 10/27/2021, the Department notified the following employee organizations of this PSC/RFP request:  
Prof & Tech Eng, Local 21; SEIU 1021 Miscellaneous

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

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

Address: 698 Second Street San Francisco, CA 94107

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 44923 - 21/22

DHR Analysis/Recommendation:

action date: 02/07/2022

Commission Approval Required

Approved by Civil Service Commission

02/07/2022 DHR Approved for 02/07/2022

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: POLICE -- POL

Dept. Code: POL

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

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

Type of Service: Crime lab equipment maintenance and parts

Funding Source: General Fund

PSC Duration: 3 years 18 weeks

PSC Amount: \$122,348

**1. Description of Work**

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

The contractor will provide maintenance, service and parts to liquid handling platform used in DNA analysis process for the San Francisco Police Department's Crime Laboratory.

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

Without maintenance, service and parts, the equipment will not be valid and useful for DNA analysis at the San Francisco Police Department's crime lab.

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.

Through warranty of purchased equipment

D. Will the contract(s) be renewed?

It will likely be renewed.

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

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

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

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:

Work is limited (as-needed) and only valid if performed by the vendor we purchased equipment from.

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

A. Specify required skills and/or expertise: Technicians must be factory trained to in the vendor's liquid handling platform used in DNA analysis process.

B. Which, if any, civil service class(es) normally perform(s) this work? 2481, Water Quality Technician; 2482, Water Quality Tech III;

- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. The contractor will provide parts only available through the contractor.

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

None. The work must be performed by the vendor's factor-trained technicians in order to be valid.

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

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

The work must be performed by the vendor's factor-trained technicians in order to be valid.

- 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 limited and only valid if performed by the vendor we purchased equipment from.

**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 required. Scope of work needs to be completed by certified technician

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

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

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

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

**7. Union Notification: On 06/05/2023, 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: Vincent Lee Phone: 4158377127 Email: vincent.lee@sfgov.org

Address: 1245 3rd St, 6th Fl San Francisco, CA

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 43215 - 22/23

DHR Analysis/Recommendation:  
Commission Approval Required  
DHR Approved for 08/07/2023

Civil Service Commission Action:



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

**From:** [dhrrpscordinator@sfgov.org](mailto:dhrrpscordinator@sfgov.org) on behalf of [vincent.lee@sfgov.org](mailto:vincent.lee@sfgov.org)  
**To:** [Lee, Vincent \(POL\); ewallace@ifpte21.org; ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; l21pscreview@ifpte21.org; Lee, Vincent \(POL\); DHR-PSCCoordinator, DHR \(HRD\)](mailto:Lee,Vincent(POL);ewallace@ifpte21.org;ecassidy@ifpte21.com;WendyWong26@yahoo.com;wendywong26@yahoo.com;tmathews@ifpte21.org;kschumacher@ifpte21.org;kpage@ifpte21.org;eerbach@ifpte21.org;l21pscreview@ifpte21.org;Lee,Vincent(POL);DHR-PSCCoordinator,DHR(HRD))  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 43215 - 22/23  
**Date:** Monday, June 5, 2023 10:52:17 AM

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RECEIPT for Union Notification for PSC 43215 - 22/23 more than \$100k

The POLICE -- POL has submitted a request for a Personal Services Contract (PSC) 43215 - 22/23 for \$122,348 for Initial Request services for the period 09/23/2023 – 01/31/2027. 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/20468> 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: PORT -- PRT

Dept. Code: PRT

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

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

Type of Service: Engineering services for earthquake improvement project

Funding Source: Port Operating Budget

PSC Amount: \$2,700,000

PSC Est. Start Date: 07/01/2023

PSC Est. End Date 07/01/2026

**1. Description of Work**

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

The scope of the Pier 50 Earthquake Improvement Project will include the first phases of eventual seismic remediation at this site. The proposed scope will include engineering services consisting of data collection, surveys, geotechnical investigations and structural analysis to complete a seismic risk assessment of the site and the develop of overall retrofit strategies across the facility. It will then advance through the pre-design phase for selected priority retrofit projects to set a baseline scope, budget, and schedule for each. Final design and engineering, construction, and construction management will be completed by others.

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

This Software License and Maintenance Agreement with Innovative is essential for Library's operations in circulating almost all library materials and maintaining our entire collection. The Integrated Library System connects all of the records relating to our patrons, collections, circulation, and bibliographic information. Without proper maintenance and updates the Library will be unable to continue checking out and circulating materials to patrons.

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 contract is for Phases 1 and 2 of this project.

D. Will the contract(s) be renewed?

No.

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

not applicable

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

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

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

B. Explain the qualifying circumstances:

Seismic risk assessment and pre-design services require specialized building structural engineering, marine structural engineering and geotechnical engineering work with extensive and complex analysis. City staff does not possess the equivalent demonstrated expertise and capacity as specialized private consulting firms and contractors to complete this work. This is a one-time project that will then move into design and construction, where there are opportunities to utilize current City staff for the work.

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

- A. Specify required skills and/or expertise: Significant experience in structural risk assessment, structural analysis, geotechnical investigations, soil-structure interaction, and geotechnical modeling.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5207, Assoc Engineer; 5211, Eng/Arch/Landscape Arch Sr; 5218, Structural Engineer; 5219, Senior Structural Engineer; 5241, Engineer; 6331, Building Inspector; 6333, Senior Building Inspector;
- 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 Port has investigated the availability of these services in previous similar projects and confirmed these specialized services are not available.

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

- A. Explain why civil service classes are not applicable.  
Seismic risk assessment and pre-design services require specialized building structural engineering, marine structural engineering and geotechnical engineering work with extensive and complex analysis. City staff does not possess the equivalent demonstrated expertise and capacity as specialized private consulting firms and contractors to complete this work.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. This contract applies only to the risk assessment and pre-design services. The project would then move into design and construction, where there are opportunities to utilize current City staff for the work.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.  
No. There will be no 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.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
Yes. It is possible that the contract will be awarded to a contractor with an existing as-needed engineering services contract with the Port but we cannot predict who will win the solicitation.

**7. Union Notification:** On 03/20/2023, the Department notified the following employee organizations of this PSC/RFP request:  
Architect & Engineers, Local 21; Building Inspectors - 6331, 6333; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21; Professional & Tech Engrs, SFAPP

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

Name: Alysabeth Alexander-Tut Phone: 415-274-0558 Email: alysabeth.alexander-tut@sfport.com

Address: Pier 1 San Francisco, CA 94111

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 46531 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 08/07/2023

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

## Receipt of Notice for new PCS over \$100K PSC # 46531 - 22/23

dhr-psccordinator@sfgov.org <dhr-psccordinator@sfgov.org>

on behalf of

alysabeth.alexander-tut@sfport.com <alysabeth.alexander-tut@sfport.com>

Mon 3/20/2023 3:57 PM

To: Alexander Tut, Alysabeth (PRT) <alysabeth.alexander-tut@sfport.com>;Laxamana, Junko (DBI) <Junko.Laxamana@sfgov.org>;amakayan@ifpte21.org <amakayan@ifpte21.org>;ewallace@ifpte21.org <ewallace@ifpte21.org>;ecassidy@ifpte21.com <ecassidy@ifpte21.com>;WendyWong26@yahoo.com <WendyWong26@yahoo.com>;WendyWong26@yahoo.com <WendyWong26@yahoo.com>;tmathews@ifpte21.org <tmathews@ifpte21.org>;kschumacher@ifpte21.org <kschumacher@ifpte21.org>;kpage@ifpte21.org <kpage@ifpte21.org>;eerbach@ifpte21.org <eerbach@ifpte21.org>;l21pscreview@ifpte21.org <l21pscreview@ifpte21.org>;Alexander Tut, Alysabeth (PRT) <alysabeth.alexander-tut@sfport.com>;DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>

RECEIPT for Union Notification for PSC 46531 - 22/23 more than \$100k

The PORT -- PRT has submitted a request for a Personal Services Contract (PSC)

46531 - 22/23 for \$2,700,000 for Initial Request services for the period 07/01/2023 – 07/01/2026. 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/20053> 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

## Alexander Tut, Alysabeth (PRT)

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**From:** Colon, Carlos (PRT) <carlos.colon@sfport.com>  
**Sent:** Wednesday, May 17, 2023 8:31 AM  
**To:** sfveloce@yahoo.com; Pedro Mendez  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 46531

RECEIPT for Union Notification for PSC 46531 - 22/23 more than \$100k

The PORT -- PRT has submitted a request for a Personal Services Contract (PSC) 46531 - 22/23 for \$2,700,000 for Initial Request services for the period 07/01/2023 – 07/01/2026. 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/nod9e/20053> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended



PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH -- DPH

Dept. Code: DPH

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

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

Type of Service: Radiology Picture Archiving and Communication System (PACS) for the Department of Public Health

Funding Source: General Fund

PSC Duration: 5 years 1 day

PSC Amount: \$15,000,000

**1. Description of Work**

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

The contractor(s) will provide the Department of Public Health (DPH), a Picture Archiving and Communication System (PACS). The services shall include equipment, delivery, equipment configuration, equipment maintenance, implementing and maintaining the software, hosting (as applicable), and maintenance services to be provided by the Contractor(s). The PACS application will be integrated with the Epic Electronic Health Records System (EHR) and other clinical applications currently in use by the Department. The system is used to provide medical imaging storage across all hospital and clinics in the network. Any images including, but not limited to, X-Rays, computed tomography scans (CT), magnetic resonance imaging (MRI), dental images, and ultrasounds processed and stored through PACS. The professional services piece of this contract will be the start up implementation services, training, testing and maintenance portion, that are required to use PACS. The owner of the proprietary software is the only organization able to provide support and staff to implement, train, test and maintain the system with the hospital's existing Electronic Health Records System, Epic, and other clinical applications. In addition, during the term of this PSC approval the Department will be implementing PACS for Dental Images.

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

The requested services are essential to successful implementation and ongoing maintenance of the picture archiving and communication systems. The PACS service is essential to patient care because it is the primary system used for physicians to analyze care and treatment plans. Without this critical system it would not be possible to operate a functional acute care hospital or a Level 1 Trauma Center. The system is critical to the operation of the Emergency department, the Operating Room, inpatient care, outpatient care, and clinics. Denial would result in an increase likelihood of treatment and prescription errors, increase redundancy testing resulting in a declination of patient care and safety and cause unexpected problems.

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

Services were provided under lease agreements and contracts. Similar services (software) are provided under 41698 -19/20. A new approval is being requested for new and ongoing work in support of PACS.

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

Yes

- E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.  
The requested services are to support a vendor managed Picture Archiving and Communication System (PACS). The PACS is composed of proprietary software, vendor maintained equipment and specialized services for the implementation, customization, and support of the system. The City does not have access to the source code, nor does the City have the specialized skills to maintain or develop a system. Further vendor services will be needed so that the PACS can be maintained and all Original Equipment Manufacturer (OEM) warranties are preserved.

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

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

- Short-term or capital projects requiring diverse skills, expertise and/or knowledge.
- Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).

- B. Explain the qualifying circumstances:

Short-term or capital projects requiring diverse skills, expertise and/or knowledge: The services contemplated under this request are predominantly implementation services, specialized support services, and maintenance services typically performed by the Original Equipment Manufacturer and its authorized partners. Services required on an as-needed, intermittent, or periodic basis: Implementation services are only needed during the implementation phases and when new modules are introduced. Maintenance services are on an annual basis and limited in scope and duration.

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

- A. Specify required skills and/or expertise: The contractor must be able to provide the software, implementation support, ongoing maintenance, and hosting necessary for the operation of a HIPAA secured software solution for Pictured Archiving and Communication System. The system must be able to perform secure archiving and communication of X-Rays, computed tomography scans (CT), magnetic resonance imaging (MRI), dental images, and ultrasounds as needed, for the hospital, clinics, and patients. Contractor must be able to host the application, integrate it with Epic with the ability to query with advanced search options, store all patient data in a secure, HIPAA-compliant environment, conforming to security and privacy industry standards and provide timely response.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1041, IS Engineer-Assistant; 1042, IS Engineer-Journey; 1043, IS Engineer-Senior; 1044, IS Engineer-Principal; 1051, IS Business Analyst-Assistant; 1052, IS Business Analyst; 1053, IS Business Analyst-Senior; 1054, IS Business Analyst-Principal; 1061, IS Program Analyst-Assistant; 1062, IS Programmer Analyst; 1063, IS Programmer Analyst-Senior; 1064, IS Prg Analyst-Principal; 1070, IS Project Director; 1091, IT Operations Support Admin I; 1092, IT Operations Support Admin II; 1093, IT Operations Support Admn III; 1094, IT Operations Support Admin IV; 1095, IT Operations Support Admin V; 9976, 9976; 1091, IT Operations Support Administrator I; 1092, IT Operations Support Administrator II; 1093, IT Operations Support Administrator III ; 1094, IT Operations Support Administrator IV ; 1094, IT Operations Support Administrator IV ; 1095, IT Operations Support Administrator V;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: For leased PACS, the Original Equipment Manufacturer (OEM) will provide the hardware, including storage and specialized workstations, used to view radiological images in a very high resolution format. In this model the OEM of the PACS will be responsible for the integration required between the hardware and software in essentially a turn-key-system.

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

The City is unable to obtain these services without the software and the necessary resources to support implementation, training, testing and maintaining the system.

**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 the Contractor needs to provide a highly secure HIPPA storage and software, with specialized knowledge to work on the software. The system has FDA clearance for use in a healthcare environment; the Vendor is required to build and maintain their system while meeting applicable FDA guidelines and approvals.

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 professional services for the contract is the implementation portion, a one-time needed service to implement the system and as-needed services to work on customizations and system enhancements. After the one-time implementation, the system will transition to maintenance and support, which will also be provided by the manufacturer of the product in order to maintain warranties. City employees will have the opportunity to gain valuable experience and participate in knowledge transfer to handle the day-to-day operational issues with the software.

**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 expertise and specific training to City IT professionals and other applicable managers as needed to ensure City Staff is able to efficiently and correctly operate the software system to be used in the hospital. Employees that would receive this training are the IT professionals the 10XX class.

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

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

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

F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
Yes. For the current PACS there is a current provider. A solicitation is planned to be issued in calendar year 2023. The current contract is not a professional services contract, rather it is equipment lease, software and equipment maintenance contracts.

**7. Union Notification: On 05/30/2023, the Department notified the following employee organizations of this PSC/RFP request:**

Architect & Engineers, Local 21; Management & Superv Local 21; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21

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

Name: Kelly Hiramoto Phone: 415-255-3492 Email: kelly.hiramoto@sfdph.org

Address: 1380 Howard Street San Francisco, CA 94103

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 41901 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 08/07/2023

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

Receipt of Notice for new PCS over \$100K PSC # 41901 - 22/23

dhr-psccordinator@sfgov.org

on behalf of

kelly.hiramoto@sfdph.org

Tue 5/30/2023 5:21 PM

To: Hiramoto, Kelly (DPH) <kelly.hiramoto@sfdph.org>; Laxamana, Junko (DBI) <Junko.Laxamana@sfgov.org>; amakayan@ifpte21.org <amakayan@ifpte21.org>; ewallace@ifpte21.org <ewallace@ifpte21.org>; ecassidy@ifpte21.com <ecassidy@ifpte21.com>; WendyWong26@yahoo.com <WendyWong26@yahoo.com>; WendyWong26@yahoo.com <WendyWong26@yahoo.com>; tmathews@ifpte21.org <tmathews@ifpte21.org>; kschumacher@ifpte21.org <kschumacher@ifpte21.org>; kpage@ifpte21.org <kpage@ifpte21.org>; eerbach@ifpte21.org <eerbach@ifpte21.org>; l21pscreview@ifpte21.org <l21pscreview@ifpte21.org>; meiyong.wu@dph.org <meiyong.wu@dph.org>; DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>

RECEIPT for Union Notification for PSC 41901 - 22/23 more than \$100k

The PUBLIC HEALTH -- DPH has submitted a request for a Personal Services Contract (PSC) 41901 - 22/23 for \$15,000,000 for Initial Request services for the period 10/01/2023 – 09/30/2028. 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/20424> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions

you intended to contact, the PSC Coordinator must change the state back to NOT

READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

# **Additional Attachment(s)**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH

Dept. Code: DPH

Type of Request:  Initial  Modification of an existing PSC (PSC # 41698 - 19/20)

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

Type of Service: Various Software Licensing, Maintenance, and related services

Funding Source: General Fund, federal and State funds

PSC Original Approved Amount: \$10,000,000 PSC Original Approved Duration: 12/01/19 - 12/31/24 (5 years 4 weeks)

PSC Mod#1 Amount: \$4,800,000 PSC Mod#1 Duration: 07/01/21-06/01/27 (2 years 21 weeks)

PSC Mod#2 Amount: \$5,000,000 PSC Mod#2 Duration: 12/17/21-12/31/31 (4 years 30 weeks)

PSC Mod#3 Amount: \$9,500,000 PSC Mod#3 Duration: 02/01/23-12/31/35 (4 years 1 day)

PSC Cumulative Amount Proposed: \$29,300,000 PSC Cumulative Duration Proposed: 16 years 4 weeks

**1. Description of Work**

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

The contractor(s) will be used on an as-needed basis to maintain and enhance existing applications used in various functional areas within the Department. Functional areas shall include both clinical and non-clinical areas, such as services supporting an integrated communicable disease data system, SharePoint development services, archiving and data management, data warehouse(s), laboratory information, connected diagnostic, financial analysis and eligibility, access to proprietary online databases, clinical and financial bench marking tools, and pharmaceutical systems. The value of this request covers estimated costs for licensing, maintenance, and related professional services such as training and consultation.

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

These services are necessary in order to maintain existing legacy applications and to provide enhancements as needed to such systems in order to maintain their effectiveness and achieve full functionality. The Department has established both clinical and operational workflows around these systems, and denial of this request would result in inefficiencies and impaired response capacity, lessening the quality of services provided.

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 41698 - 19/20

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:

The Department has a continued need for the services previously approved by the Commission under the same scope.

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

A. Display all that apply

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

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

Explain the qualifying circumstances:

These services are utilized intermittently and as needed, and deal with proprietary products that are already developed and available for commercial use. The services are necessary in order to maintain existing legacy



applications and provide enhancements as needed to such systems in order to maintain their effectiveness and to achieve full functionality.

B. Reason for the request for modification:

To increase the duration and amount of the PSC in order to include support and maintenance services of several ongoing applications such as the department-wide patient experience application, clinical applications in support of biomedical devices, financial support applications, and legacy data and imaging storage applications.

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

A. Specify required skills and/or expertise: Contractor(s) must have a commercially available product in the relevant field, and sufficient resources to provide implementation and development services and ongoing support, including guarantees that the application meets minimum performance standards.

B. Which, if any, civil service class(es) normally perform(s) this work? 1022, IS Administrator 2; 1023, IS Administrator 3; 1024, IS Administrator-Supervisor; 1042, IS Engineer-Journey; 1043, IS Engineer-Senior; 1044, IS Engineer-Principal; 1052, IS Business Analyst; 1053, IS Business Analyst-Senior; 1054, IS Business Analyst-Principal; 1062, IS Programmer Analyst; 1063, IS Programmer Analyst-Senior; 1064, IS Prg Analyst-Principal; 1070, IS Project Director; 1824, Pr Administrative Analyst; 5502, Project Manager 1; 5504, Project Manager 2; 5506, Project Manager 3; 5508, Project Manager 4;

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

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

Civil Service classes are not applicable because these are proprietary products requiring services which include technical components beyond the scope of expertise of in-house staff to develop within quality parameters. Civil service staff will provide connectivity to the application and monitor connectivity issues at both the desktop and network levels.

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: Services are intermittent and as-needed, and deal with proprietary products that are already developed and available for commercial use. Civil service staff will work with contractor(s) to obtain knowledge necessary for day-to-day use and upkeep of applications. Staff will also have the ongoing opportunity to gain insight and knowledge of current best practices for public health data system applications through their interactions with contractor and their product.

**6. Additional Information**

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

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

Specific training in the use and operation of specific software solutions and business process improvements will be provided if the project requires such training. City staff will have the opportunity to learn industry best practices in a given field and the use of new applications. Employees who may receive training would be varied depending on the specific project, and could include the IS Engineer series 1042, 1043, 1052, 1053, and 1054; Medical Records Clerk 2210; Project Managers series 5502, 5504, 5506, and 5508; Administrative Analyst 1824; and Manager classifications 0923 and 0931.

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

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

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

7. **Union Notification:** On 02/01/23, the Department notified the following employee organizations of this PSC/RFP request:  
Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21;

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

Name: Kelly Hiramoto Phone: 415-255-3492 Email: kelly.hiramoto@sfdph.org

Address: 1380 Howard Street, 4th Floor, San Francisco, CA 94103

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 41698 - 19/20

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 02/15/2023



# CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

*Sent Via Electronic Mail*

February 10, 2022

## NOTICE OF CIVIL SERVICE COMMISSION ACTION

**SUBJECT: REVIEW OF REQUEST FOR APPROVAL OF PROPOSED PERSONAL SERVICES CONTRACTS 48816-21/22; 48765-21/22; 49900-21/22; 43810-21/22; 48611-21/22; 41923-21/22; 44923-21/22; 40680-21/22; 42459-21/22; 41039-21/22; 43677-21/22; 49277-21/22; 49451-21/22; 41734-21/22; 44735-21/22; 45357-21/22; 45910-21/22; 47589-21/22; 47657-21/22; 48330-21/22; 48868-21/22; 49296-21/22; 45627-21/22; 41562-21/22; 42966-21/22; 45682-16/17; 41787-20/21; 47215-20/21; 47858-17/18; AND 41698-19/20.**

At its meeting on **February 7, 2022**, the Civil Service Commission had for its consideration the above matter.

The Civil Service Commission:

1. PSC #48816-21/22 from the Airport was approved.
2. PSC #44923-21/22 from the Fire Department was approved.
3. PSC #47589-21/22 from the Public Utilities Commission was approved.
4. PSC # 45627-21/22 from the Department of Technology was approved with the condition to report back to the Commission on year four (4) and eight (8).
5. PSC #41562-21/22 from the Municipal Transportation Agency was approved with the condition to report back to the Commission on year five (5) and ten (10).
6. Adopted the report. Approved the remaining request for proposed Personal Services Contract; Notify the Office of the Controller and the Office of Contract Administration.

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

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

CIVIL SERVICE COMMISSION

/s/

SANDRA ENG  
Executive Officer

Attachments

Cc: Cynthia Avakian, Airport  
Alexander Burns, Department of Public Works  
Thomas Chen, Department of Emergency Management  
Johanna Gendelman, Human Services Agency  
Jolie Gines, Technology  
Shawndrea Hale, Public Utilities Commission  
Kelly Hiramoto, Department of Public Health  
David Kashani, Environment  
Joyce Kimotsuki, Office of the Controller  
Daniel Kwon, Public Utilities Commission  
William Lee, Department of Emergency Management  
Amy Nuque, Municipal Transportation Agency  
Elaine Walters, Fire Department  
Genie Wong, Police Department  
Esperanza Zapien, Human Services Agency  
Commission File  
Chron

# Posting For February 07, 2022

## Proposed to Personal Services Contracts -- MODIFICATIONS

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
45682 - 16/17 - MODIFICATIONS	February 7, 2022	GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW	\$500,000	\$18,500,000	Provide resident engineers, field engineers, inspectors, specialty engineers, office engineers, scheduling engineers, public outreach staff, construction management support, field office administrative staff, and supplemental construction services for various types of engineering work on an as-needed basis and other as-needed services to be determined.	07/01/2017	06/30/2023	REGULAR
41787 - 20/21 - MODIFICATIONS	February 7, 2022	HUMAN SERVICES -- DSS	\$70,000	\$445,000	Consultant services are required to conduct and prepare the 2022 Dignity Fund Community Needs Assessment. This assessment will help the Department of Disability and Aging Services (DAS) to understand current community needs, identify equity concerns and service gaps, and develop recommendations to address these issues. This information will be used in the following year to support a	08/01/2021	05/31/2024	REGULAR

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					Service and Allocation Plan that outlines how the Fund will be allocated strategically to address community needs and strengthen the city's aging and disability service network. As outlined and required by the City charter, this project must be conducted and completed in FY 2021-22.			
47215 - 20/21 - MODIFICATIONS	February 7, 2022	MUNICIPAL TRANSPORTATION AGENCY -- MTA	\$4,800,000	\$6,000,000	Contractor will provide 24-hour, 7 days a week as-needed roadside assistance and/or towing services for San Francisco Municipal Transportation Agency (SFMTA's) rubber tire revenue vehicles, to include diesel, electric, and electric buses and trolleys.	03/01/2022	02/28/2027	REGULAR
47858 - 17/18 - MODIFICATIONS	February 7, 2022	POLICE -- POL	\$1,000,000	\$2,880,000	The contractor will independently monitor and report on the San Francisco Police Department's (SFPD) Reform process, a task previously conducted by a consulting firm under contract with the United States Department of Justice (US DOJ). The US DOJ cancelled the program that was providing this service to the SFPD.	01/01/2022	12/31/2024	REGULAR

PSC Number	Commission Hearing Date	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
					Therefore, the SFPD needs to continue the work through contracting.			
41698 - 19/20 - MODIFICATIONS	February 7, 2022	PUBLIC HEALTH -- DPH	\$5,000,000	\$19,800,000	The contractor(s) will be used on an as-needed basis to maintain and enhance existing applications used in various functional areas within the Department. Functional areas shall include both clinical and non-clinical areas, such as services supporting an integrated communicable disease data system, SharePoint development services, archiving and data management, data warehouse(s), laboratory information, connected diagnostic, financial analysis and eligibility, access to proprietary online databases, clinical and financial bench marking tools, and pharmaceutical systems. The value of this request covers estimated costs for licensing, maintenance, and related professional services such as training and consultation.	12/17/2021	12/31/2031	REGULAR

**TOTAL AMOUNT \$11,370,000**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION -- PUC

Dept. Code: PUC

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

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

Type of Service: Professional Service

Funding Source: GM COA

PSC Duration: 5 years 22 weeks

PSC Amount: \$19,000,000

**1. Description of Work**

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

The SFPUC is issuing this RFP totaling \$19,000,000 for two (2) separate \$9,500,000 contracts, for the purpose of selecting and entering into an agreement with a professional services Contractor to provide as needed intermittent services related to implementation of the agency's Racial Equity Action Plan, Racial Justice Resolution and other racial equity priorities, and to make sure that City staff performing this work can access specialized services and training as needed. The scope of work will include project management and change management, system and capacity development, improvements to internal workforce systems, improvements to agency services and assets, employee engagement, staff training and facilitation, manager and supervisor training and coaching, employee support, community engagement, and effective and transparent communication.

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

In 2020, the SFPUC completed its first-ever Racial Equity Action Plan under direction from the SF Office of Racial Equity, and the SFPUC Commission also passed a resolution entitled, "Condemning Systemic Racism and Taking Action to Promote Justice". Both of these charging documents require significant focused attention to implement, as this is an entirely new area of focused work for the agency. The City staff performing racial equity work will utilize this RFP to access external support to ensure delivery on the action items identified in the charging documents, on an as-needed basis, as our equity mandates require specialized knowledge and subject matter expertise on a range of topics, such as trauma-informed resilient systems, etc.

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?

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 need is extensive but intermittent and the five-year duration will allow the agency to most effectively utilize these services to implement its Racial Equity priorities.

**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:

As explained above, the services being sought will be intermittent and on an as-needed basis. SFPUC City staff will perform and direct the additional specialized as needed services identified through the RFP.

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

A. Specify required skills and/or expertise: Strong project management experience in developing and/or implementing strategic plans, clear metrics and evaluation systems. Must have an established Diversity, Equity and Inclusion program or equivalent. Knowledge of best practices in establishing racial equity as a key driver of an organization. Minimum of three (3) relevant, verifiable projects in the last five years, need not be in the same firm.

B. Which, if any, civil service class(es) normally perform(s) this work? 1824, Pr Administrative Analyst; 1825, Prnpl Admin Analyst II; 0932, Manager IV;

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

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

For over two years, SFPUC staff have worked to perform and carry these efforts and have identified the scopes of work needed, as the support the agency needs to successfully deliver required action items.

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

A. Explain why civil service classes are not applicable.

SFPUC has identified several civil service classifications (1824, 1825, 0932) to perform as much of the racial equity work as possible, but these employees need these additional identified specialized support services to successfully deliver on required action items.

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.

**6. Additional Information**

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not. No. City staff will receive the following training services as requested, on an as-needed basis; diversity, equity, inclusion and belonging (DEIB); racial-equity evidence-based modules, trainings and interventions; interactive trainings tailored for various audiences on topics including implicit bias, microaggression, and cultural competency; creating inclusive and welcoming work cultures, etc. Variety of racial equity topics in alignment with and complimentary to existing training from DHR as well as SFPUC's leadership model. This will be for all employees but will require customized training depending on location/classification/specific circumstances of Enterprises and Bureaus. There will also be a set of trainings specifically designed for managers and supervisors.

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



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

**7. Union Notification:** On 06/12/2023, 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

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# 44438 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 08/07/2023

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

**From:** [dhrrpscordinator@sfgov.org](mailto:dhrrpscordinator@sfgov.org) on behalf of [shale@sfgwater.org](mailto:shale@sfgwater.org)  
**To:** [Hale, Shawndrea M.; ewallace@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; amakayan@ifpte21.org; L21PSCReview@ifpte21.org; andrea@sfmea.com; junko.laxamana@sfgov.org; Criss@sfmea.com; Christina@sfmea.com; staff@sfmea.com;](mailto:Hale,Shawndrea.M.;ewallace@ifpte21.org;WendyWong26@yahoo.com;wendywong26@yahoo.com;tmathews@ifpte21.org;kschumacher@ifpte21.org;amakayan@ifpte21.org;L21PSCReview@ifpte21.org;andrea@sfmea.com;junko.laxamana@sfgov.org;Criss@sfmea.com;Christina@sfmea.com;staff@sfmea.com;)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 44438 - 22/23  
**Date:** Monday, June 12, 2023 11:49:00 AM

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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 44438 - 22/23 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 44438 - 22/23 for \$19,000,000 for Initial Request services for the period 08/01/2023 – 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/dhrrupal/node/20547> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT

READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again, change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION -- PUC

Dept. Code: PUC

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

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

Type of Service: Project Administration/ Project Management

Funding Source: SFPUC Water Enterprise

PSC Duration: 7 years 1 day

PSC Amount: \$30,000,000

**1. Description of Work**

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

Work will consist of technical and project management services in all aspects required for expansion of an existing reservoir accomplished by raising a dam by over 50 feet. The increased reservoir storage will provide regional storage to benefit to 8 Bay Area and Central Valley water agencies.

Activities include planning, permitting and design work related to construction of a surface water dam and a 8-mile conveyance pipeline that will enable delivery of water to California State Water Project infrastructure at the California Aqueduct. Operational and hydraulic modeling, regulatory permitting, facility design for Los Vaqueros dam and Transfer Bethany Pipeline, natural resources services, project management services, asset management services, land acquisition and management services, security and emergency response services, environmental and regulatory compliance services.

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

In dry years when the SFPUC needs to augment its water supplies, water could be sourced from the Los Vaqueros Reservoir Expansion to reduce the supply shortfall and water service rationing for the SFPUC customers.

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

SFPUC originally executed this contract in 2019 without a PSC approval, we came back in 2022 to reconcile the approval but the wrong start dates were entered in the PSC 41620-22/23 that was approved, we are now reconciling those dates with this new PSC and extending the original PSC duration.

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.

Delays in obtaining Federal permits have had cascaded effects on delaying the projects. Regulatory permits NEPA, Terrestrial and Cultural Resources, Aquatic Resources, Endangered Species Act consultations are delayed which in turn delays US Bureau of Reclamation Record of Decision on the project. Without the Record of Decision funds for construction can't be released from California Water Commission or the Federal government.

**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.

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

B. Explain the qualifying circumstances:

The work is short-term and highly specialized which means that it will be needed to fulfill those short-term needs in capital projects or technical needs on other projects that arise on an as-needed basis.

There are also regulatory requirements or audits (e.g., Financial Audits) that require a third-party to assess or provide comment on, and that will be provided by these services.

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

A. Specify required skills and/or expertise: This project requires combined specialized and technical skills such as legal, financial services, and operations, including but not limited to 1) preparation and execution of agreements that outline each member's benefits from the project and the compensation to be made for the benefits received, 2) financial evaluation that will assess the costs and merits of the Project and present a Plan of Finance, and 3) Multi party, multi beneficiary water utility operations and management including hydrological modeling and coordinated operations with State Water Project and Federal Central Valley Project. Additionally, regulatory compliance, engineering and design, and Public Relations skills such as 1) Regulatory compliance and permitting, water rights permitting and change petitions, 2) final design on facilities and design efforts related the Los Vaqueros Dam expansion to gain Division of Safety of Dams (DSOD) authorization to construct, dam dewatering plan and specifications, and 3) Public outreach to educate and inform the media, elected officials, CCWD ratepayers, communities in the Los Vaqueros area, environmental organizations, and regional and statewide interests about the purpose, objectives, and results of the technical studies are required to complete the project work.

B. Which, if any, civil service class(es) normally perform(s) this work? 5148, Water Operations Analyst; 5211, Eng/Arch/Landscape Arch Sr; 5602, Utility Specialist; 5620, Regulatory Specialist;

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

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

Not applicable, the project infrastructure belongs to Contra Costa Water District and the work done will be under the jurisdiction of Contra Costa County, and outside of the jurisdiction of San Francisco.

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

A. Explain why civil service classes are not applicable.

This work is done under the jurisdiction of another water agency located in Contra Costa County. The project is short-term, and the work is highly technical and requires highly specialized staff with prior experience. The work under the Los Vaqueros Joint Powers authority (a third party) is required to maintain public transparency for the processes and financial aspects of the project. For these reasons, it is not appropriate for San Francisco civil service staff to perform the work.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, it would not be practical to adopt a new civil service class to perform this work because it is performed by another water agency for a relatively short-term, technical and highly specialized 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 contract? If so, please explain what that will entail; if not, explain why not.  
No. No. Training is not a part of this PSC because of the short-term and highly specialized work that it will consist of.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

**7. Union Notification:** On 06/15/2023, the Department notified the following employee organizations of this PSC/RFP request:  
Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21; Stationary Engineers, Local 39

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

Name: Shawndrea Hale Phone: (415) 551-4540 Email: shale@sfgwater.org

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 44959 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 08/07/2023

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

**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [shale@swater.org](mailto:shale@swater.org)  
**To:** [Hale, Shawndrea M.; cpark@local39.org; seichenberger@local39.org; MRainsford@local39.org; grojo@local39.org; junko.laxamana@sfgov.org; ewallace@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; amakayan@ifpte21.org; L21PSCReview@ifpte21.org; Hale, Shawndrea M.; dhr-psccordinator@sfgov.org](mailto:Hale,Shawndrea.M.;cpark@local39.org;seichenberger@local39.org;MRainsford@local39.org;grojo@local39.org;junko.laxamana@sfgov.org;ewallace@ifpte21.org;WendyWong26@yahoo.com;wendywong26@yahoo.com;tmathews@ifpte21.org;kschumacher@ifpte21.org;amakayan@ifpte21.org;L21PSCReview@ifpte21.org;Hale,Shawndrea.M.;dhr-psccordinator@sfgov.org)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 44959 - 22/23  
**Date:** Thursday, June 15, 2023 4:20:46 PM

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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 44959 - 22/23 more than \$100k

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a request for a Personal Services Contract (PSC) 44959 - 22/23 for \$30,000,000 for Initial Request services for the period 01/01/2019 – 12/31/2025. 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/20635> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT

READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again, change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended



# **Additional Attachment(s)**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION -- PUC

Dept. Code: PUC

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

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

Type of Service: Project Administration/ Project Management

Funding Source: SFPUC Water Enterprise

PSC Duration: 4 years 1 day

PSC Amount: \$30,000,000

**1. Description of Work**

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

Work will consist of technical and project management services in all aspects required for expansion of an existing reservoir accomplished by raising a dam by over 50 feet. The increased reservoir storage will provide regional storage to benefit to 8 Bay Area and Central Valley water agencies.

Activities include planning, permitting and design work related to construction of a surface water dam and a 14 mile conveyance pipeline that will enable delivery of water to California State Water Project infrastructure at the California Aqueduct. Operational and hydraulic modeling, regulatory permitting, facility design for Los Vaqueros dam and Transfer Bethany Pipeline, natural resources services, project management services, asset management services, land acquisition and management services, security and emergency response services, environmental and regulatory compliance services.

The SFPUC's Alternative Water supplies staff are involved in the planning of the project. SFPUC staff at the Water Enterprise work closely in collaboration with other agencies to provide, engineering, financial, and communication direction and support for the project. In addition, the SFPUC's Assistant General Manager for Water and General Manager serve on the JPA Board of Directors.

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

In dry years when the SFPUC needs to augment its water supplies, water could be sourced from the Los Vaqueros Reservoir Expansion to reduce the supply shortfall and water service rationing for the SFPUC customers. If the SFPUC is unable to secure sufficient water resources to meet demands, it could cause significant health, safety, and economical challenges for the 2.7 million customers who depend on our services.

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

No. This is an initial request.

D. Will the contract(s) be renewed?

No

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

N/A

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

B. Explain the qualifying circumstances:

The work is short-term and highly specialized which means that it will be needed to fulfill those short-term needs in capital projects or technical needs on other projects that arise on an as-needed basis.

There are also regulatory requirements or audits (eg. Financial Audits) that require a third-party to assess or provide comment on, and that will be provided by these services.

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

A. Specify required skills and/or expertise: This project requires combined specialized and technical skills such as legal, financial services, and operations, including but not limited to 1) preparation and execution of agreements that outline each member's benefits from the project and the compensation to be made for the benefits received, 2) financial evaluation that will assess the costs and merits of the Project and present a Plan of Finance, and 3) Multi party, multi beneficiary water utility operations and management including hydrological modeling and coordinated operations with State Water Project and Federal Central Valley Project. Additionally, regulatory compliance, engineering and design, and Public Relations skills such as 1) Regulatory compliance and permitting, water rights permitting and change petitions, 2) final design on facilities and design efforts related the Los Vaqueros Dam expansion to gain Division of Safety of Dams (DSOD) authorization to construct, dam dewatering plan and specifications, and 3) Public outreach to educate and inform the media, elected officials, CCWD ratepayers, communities in the Los Vaqueros area, environmental organizations, and regional and statewide interests about the purpose, objectives, and results of the technical studies are required to complete the project work.

B. Which, if any, civil service class(es) normally perform(s) this work? 5148, Water Operations Analyst; 5211, Eng/Arch/Landscape Arch Sr; 5602, Utility Specialist; 5620, Regulatory Specialist;

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

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

Not applicable, the project infrastructure belongs to Contra Costa Water District and the work done will be under the jurisdiction of Contra Costa County, and outside of the jurisdiction of San Francisco.

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

A. Explain why civil service classes are not applicable.

This work is done under the jurisdiction of another water agency located in Contra Costa County. The project is short-term, and the work is highly technical and requires highly specialized staff with prior experience. The work under the Los Vaqueros Joint Powers authority (a third party) is required to maintain public transparency for the processes and financial aspects of the project. For these reasons, it is not appropriate for San Francisco civil service staff to perform the work.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, it would not be practical to adopt a new civil service class to perform this work because it is performed by another water agency for a relatively short-term, technical and highly specialized 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. No. Training is not a part of this PSC because of the short-term and highly specialized work that it will consist of.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

**7. Union Notification:** On 09/15/2022, the Department notified the following employee organizations of this PSC/RFP request:  
Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21; Stationary Engineers, Local 39

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

Name: Shawndrea Hale Phone: (415) 551-4540 Email: shale@sfgwater.org

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 41620 - 22/23

DHR Analysis/Recommendation:

action date: 11/21/2022

Commission Approval Required

Approved by Civil Service Commission

11/21/2022 DHR Approved for 11/21/2022

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW

Dept. Code: DPW

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

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

Type of Service: As-Needed Surveying Services

Funding Source: Departmental Work Orders

PSC Amount: \$22,000,000

PSC Est. Start Date: 08/07/2023

PSC Est. End Date 12/31/2029

**1. Description of Work**

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

Consultants will perform highly specialized professional land surveying work, such as, topographic, boundary and construction surveys, photogrammetric work, laser 3D scanner field and office assistance and training, AutoCAD Civil 3D drafting, help with special projects (monumentation, Geographical Information System (GIS) mapping, GPS network, etc.).

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

Services are needed to assist Department of Public Works-Bureau of Street Use and Mapping on difficult or unique projects that require specialized expertise and skills. We anticipate that we will need additional assistance to meet scheduling demands when the workload exceeds department resources. Denial of this service could result in failure to meet client department requirements and project delays that could increase survey costs. Delays can also jeopardize or increase cost of projects.

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. Services were provided through contracts for As-Needed Surveying Services under most recent PSC#48211-17/18, approved on February 5, 2018, and PSC#46060-19/20, approved on October 7, 2019.

D. Will the contract(s) be renewed?

No

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

The additional time in the PSC Duration is to allow for any delays in processing and awarding the contracts. All contracts will have 5 year term.

**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 either 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: Various levels of expertise depending on specific project. Expected needs include licensed land surveyor, survey party chief, survey instrument person, survey rod person, persons with knowledge and experience in 3-D laser scanning, GPS, Geographical Information System, Building Information Modeling, and AutoCAD Civil 3D drafting.

- B. Which, if any, civil service class(es) normally perform(s) this work? 5216, Chief Surveyor; 5310, Survey Assistant I; 5312, Survey Assistant II; 5314, Survey Associate; 5366, Engineering Associate 2;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, they will supply additional surveying equipment (total stations, differential levels, GPS receivers, etc) and laser 3D scanner, Mobile Lidar, Aerial Photogrammetry, and Revit.

**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 contract services 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.  
Civil service classifications are applicable and City staff will be utilized when feasible. Consultants will only be contacted to meet abrupt scheduling demands when the workload exceeds City resources, or during the occurrence of emergency events. Excessive fluctuating workloads. Services are needed to assist DPW-BSM on difficult or unique projects that require specialized expertise and skills. We anticipate that we will need additional assistance to meet scheduling demands when the workload exceeds department resources.
- 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. Incoming survey work tends to fluctuate so there are times when we need to hire extra help to accommodate the overload. We do not want to turn work away due to lack of manpower. Also, we often have large projects that are time sensitive requiring additional survey crews.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.  
Yes. Anticipate Computer Aided Drafting and Design training for new releases of software. All levels: Civil Services Classifications: 5216(Chief Surveyor), 5314(Surveyor Associate), 5312(Surveyor Assistant II), 5310 (Surveyor Assistant I), 5366 (Engineering Associate II) may require training. Anticipated training: 100 hours total.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

7. **Union Notification:** On 05/25/2023, the Department notified the following employee organizations of this PSC/RFP request:  
Architect & Engineers, Local 21; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21

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

Name: Alexander Burns Phone: 415-554-6411 Email: alexander.burns@sfdpw.org

Address: 49 South Van Ness Ave, Suite 1600 San Francisco, CA 94103

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 49201 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 08/07/2023

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



**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [alexander.burns@sfdpw.org](mailto:alexander.burns@sfdpw.org)  
**To:** [Burns, Alexander \(DPW\)](mailto:Burns,Alexander@DPW); [Laxamana, Junko \(DBI\)](mailto:Laxamana,Junko@DBI); [amakayan@ifpte21.org](mailto:amakayan@ifpte21.org); [ewallace@ifpte21.org](mailto:ewallace@ifpte21.org); [ecassidy@ifpte21.com](mailto:ecassidy@ifpte21.com); [WendyWong26@yahoo.com](mailto:WendyWong26@yahoo.com); [wendywong26@yahoo.com](mailto:wendywong26@yahoo.com); [tmathews@ifpte21.org](mailto:tmathews@ifpte21.org); [kschumacher@ifpte21.org](mailto:kschumacher@ifpte21.org); [kpage@ifpte21.org](mailto:kpage@ifpte21.org); [eerbach@ifpte21.org](mailto:eerbach@ifpte21.org); [l21pscreview@ifpte21.org](mailto:l21pscreview@ifpte21.org); [Sy, Don \(DPW\)](mailto:Sy,Don@DPW); [DHR-PSCCoordinator, DHR \(HRD\)](mailto:DHR-PSCCoordinator,DHR@HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 49201 - 22/23  
**Date:** Thursday, May 25, 2023 3:39:00 PM

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RECEIPT for Union Notification for PSC 49201 - 22/23 more than \$100k

The GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW has submitted a request for a Personal Services Contract (PSC) 49201 - 22/23 for \$22,000,000 for Initial Request services for the period 08/07/2023 – 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/20431> 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: GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW

Dept. Code: DPW

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

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

Type of Service: As-Needed Surveying Services

Funding Source: Interdepartmental work orders

PSC Amount: \$12,000,000

PSC Est. Start Date: 10/07/2019

PSC Est. End Date 12/31/2025

**1. Description of Work**

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

Consultants will perform highly specialized professional land surveying work, such as topographic, boundary and construction surveys, photogrammetric work, laser 3D scanner field and office assistance and training, AutoCAD (Computer-Aided Design) Civil 3D drafting, help with special projects (monumentation, Geographic Information System Mapping, GPS network, etc.). We anticipate awarding up to 4 as-needed contracts, each not to exceed 5 years.

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

Services are needed to assist Public Works-Bureau of Street & Mapping on difficult or unique projects that require specialized expertise and skills. We anticipate that we will need additional assistance to meet scheduling demands when the workload exceeds department resources. Denial of this service could result in failure to meet client department requirements and project delays that could increase survey costs. Delays can also jeopardize or increase cost of projects.

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 through contracts for As-Needed Surveying Services under PSC #4063-11/12, approved on December 5, 2011, and PSC #48211-1718, approved on February 5, 2018.

D. Will the contract(s) be renewed?

No. New Request for Quotation will be advertised.

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

The additional time in the PSC Duration is to allow for any delays in processing and awarding the contracts. All contracts will have a 5 year term.

**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).

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:

This service will only be required on an as-needed basis when either City staff don't have the capacity to fulfill all project requests, causing delays, or if specialized services are required. This service will only be utilized on an as-needed basis.

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

- A. Specify required skills and/or expertise: Various levels of expertise depending on specific project. Expected needs include chain person, instrument person, party chief, licensed land surveyor, persons with experience in laser scanning, GPS, Geographic Information System and AutoCAD (Computer-Aided Design) Civil 3D drafting.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5216, Chief Surveyor; 5310, Survey Assistant I; 5312, Survey Assistant II; 5314, Survey Associate; 5366, Engineering Associate 2;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, they will supply additional surveying equipment (total stations, differential levels, GPS receivers, etc) and laser 3D scanner, Mobile Lidar, Aerial Photogrammetry, and Revit.

### **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 contract services 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.  
Excessive fluctuating workloads. Services are needed to assist Public Works-Bureau of Street & Mapping on difficult or unique projects that require specialized expertise and skills. We anticipate that we will need additional assistance to meet scheduling demands when the workload exceeds department resources.
- 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, incoming survey work tends to fluctuate so there are times when we need to hire extra help to accommodate the overload. We do not want to turn work away due to lack of manpower. Also we often have large projects that are time sensitive requiring additional survey crews.

### **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. Anticipate Computer-Aided Design training for new releases of software.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.

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

7. **Union Notification:** On 08/05/2019, the Department notified the following employee organizations of this PSC/RFP request:  
Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21

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

Name: Alexander Burns Phone: 415-554-6411 Email: alexander.burns@sfdpw.org

Address: 1155 Market Street 4th Floor San Francisco, CA 94103

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 46060 - 19/20

DHR Analysis/Recommendation:

action date: 10/07/2019

Commission Approval Required

Approved by Civil Service Commission

10/07/2019 DHR Approved for 10/07/2019

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW

Dept. Code: DPW

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

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

Type of Service: As-Needed Surveying Services

Funding Source: Interdepartmental work orders

PSC Amount: \$6,000,000

PSC Est. Start Date: 02/05/2018

PSC Est. End Date 06/30/2024

**1. Description of Work**

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

As needed land surveying duties such as a single, 2-person or 3-person crew to assist with topographic, boundary and construction surveys, photogrammetric work, laser 3D scanner field and office assistance and training, AutoCAD Civil 3D drafting, help with special projects (monumentation, GIS mapping, GPS network, etc.). BSM – Surveying Services anticipate awarding up to 4 as-needed contracts, each not to exceed 5 years.

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

Services are needed to assist DPW-BSM on difficult or unique projects that require specialized expertise and skills. We anticipate that we will need additional assistance to meet scheduling demands when the workload exceeds department resources. Denial of this service could result in failure to meet client department requirements and project delays that could increase survey costs. Delays can also jeopardize or increase cost of projects.

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.

Previous contracts for As-Needed Surveying Services were awarded to: SANDIS, F3 & Associates, Inc., Chaudhary & Associates, Inc., Telamon Engineering Consultants, Inc., R.E.Y. Engineers, Inc., BKF Engineers, and Towill, Inc. under PSC#4063-11/12.

D. Will the contract(s) be renewed?

No. New RFQ will be advertised.

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 duration exceeds 5 years to include time needed advertising and award. Contract duration will not exceed 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:

This service will only be required on an as-needed basis when either 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: Various levels of expertise depending on specific project. Expected needs include chain person, instrument person, licensed land surveyor, persons with experience in laser scanning, GPS, GIS and AutoCAD Civil 3D drafting.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5216, Chief Surveyor; 5310, Survey Assistant I; 5312, Survey Assistant II; 5314, Survey Associate; 5366, Engineering Associate 2;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, they will supply additional surveying equipment (total stations, differential levels, GPS receivers, etc) and laser 3D scanner, Mobile Lidar, Aerial Photogrammetry, and Revit.

**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 contract services 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.  
Excessive fluctuating workloads. Services are needed to assist DPW-BSM on difficult or unique projects that require specialized expertise and skills. We anticipate that we will need additional assistance to meet scheduling demands when the workload exceeds department resources.
- 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, incoming survey work tends to fluctuate so there are times when we need to hire extra help to accommodate the overload. We do not want to turn work away due to lack of manpower. Also we often have large projects that are time sensitive requiring additional survey crews.

**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. Describe the training and indicate approximate number of hours: Anticipate CADD training for new releases of software. Anticipated training: 100 hours total Indicate occupational type of City and County employees to receive training (i.e., clerks, civil engineers, etc.) and approximate number to be trained: All levels: Civil Services Classifications: 5216(Chief Surveyor), 5314(Surveyor Associate), 5312(Surveyor Assistant II), 5310 (Surveyor Assistant I), 5366 (Engineering Associate II) may require training. Anticipated training: 100 hours total
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.

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

**7. Union Notification:** On 12/05/2017, the Department notified the following employee organizations of this PSC/RFP request:  
Professional & Tech Engrs, Local 21

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

Name: David Bui Phone: 415-554-6417 Email: david.bui@sfdpw.org

Address: 1155 Market Street, 4th Floor San Francisco, CA 94103

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 48211 - 17/18

DHR Analysis/Recommendation:

action date: 02/05/2018

Commission Approval Required

Approved by Civil Service Commission

02/05/2018 DHR Approved for 02/05/2018



# **Modification**

## **Personal Services Contracts**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: ECONOMIC AND WORKFORCE DEVELOPMENT

Dept. Code: ECN

Type of Request:  Initial  Modification of an existing PSC (PSC # 4106 12/13)

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

Type of Service: Web based invoicing and financial tracking system

Funding Source: Federal Grant Funds + Gen Fund

PSC Original Approved Amount: \$800,000 PSC Original Approved Duration: 04/16/13 - 12/31/17 (4 years 37 weeks)

PSC Mod#1 Amount: \$860,000 PSC Mod#1 Duration: 01/01/18-06/30/21 (3 years 25 weeks)

PSC Mod#2 Amount: \$825,000 PSC Mod#2 Duration: 07/01/21-12/31/23 (2 years 26 weeks)

PSC Mod#3 Amount: \$500,000 PSC Mod#3 Duration: 01/01/24-06/30/25 (1 year 25 weeks)

PSC Cumulative Amount Proposed: \$2,985,000 PSC Cumulative Duration Proposed: 12 years 11 weeks

**1. Description of Work**

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

The Workforce division of Office of Economic and Workforce Development(OEWD) manages a grant portfolio consisting of approximately 100 contract and grant agreements for 70 agencies annually across ten Federal, State and local fund sources. The process by which these agreements are negotiated, created, and tracked through their expiration is a very labor intensive process for both the City and the grantees/contractors involving repeated data entry into multiple spreadsheets, intensive paper-based-process steps, and lengthy reconciliation processes. After an extensive review of current business processes and identification of areas where efficiency and accuracy can be increased dramatically, OEWD has come to the conclusion that a technology solution is needed. The division is requesting approval to purchase a subscription to a customizable web portal and fully supported database to support the department's management of the grant negotiation, agreement creation, invoicing and financial reporting processes. The resource the division would like to acquire a subscription that has been successfully utilized by the Mayor's Office of Housing

**Scope Change**

OEWD will continue to work with the developer and the Financial Accounting and Information Management System(FAMIS)replacement team at the Controller's Office to identify areas in which the two systems can be synced and further reduce data entry burden on OEWD's finance staff. Currently the online portal is only managing grants for the workforce division of OEWD. OEWD is in the process of moving grantees from additional unit's portfolios -- more than doubling the size of the portfolio that will be managed through the online invoicing solution.

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

As the division continues to apply for additional funding through various sources that complement current programs and reduce the burden to the City's general fund the need for a less error prone tracking system has become critical. Inaccurate tracking of grantee expenditures by either our contractors or the division presents a whole host of compliance related issues which could jeopardize new and continued funding from any or all of the fund sources currently utilized by 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 is a request to extend the existing authorization

**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:**

Office of Economic and Workforce Development (OEWD) still requires an online billing portal in order to report comprehensively to federal funders. Additional time and funding are needed to continue the online billing portal until OEWD is ready to transition to a new system.

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

A. Display all that apply

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

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

Explain the qualifying circumstances:

As noted in other sections, the department does not possess the expertise to develop and host the web-based tools.

B. Reason for the request for modification:

Additional time and funding are needed to continue the online billing portal until the department is ready to transition to a new system.

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

A. Specify required skills and/or expertise: Extensive experience developing and implementing systems of a similar nature in the public sector. Program must have well developed reporting and analysis tools to be able to report on expenditures at various fund and sub-fund levels, track individual grantee budgets and reimbursement requests, and generate documents using a flexible platform where the system administrator can adjust templates easily.

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

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

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

The department does not have any employees with the expertise to develop the needed resource. The City's Department of Technology was approached about performing similar work twice and the department has consistently been told there were not resources to develop specialized web-based tools and that such projects were outside the scope of that department's work. This project is highly specialized and would best be performed by an organization that has extensive experience with similar projects as noted in 3 A above.

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. Development of a new like service would be temporary in nature. The organization the department would like to contract with already has a tool developed that is being successfully used in other City departments. No additional maintenance or hosting costs would be incurred.

**6. Additional Information**

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.  
Contractor will train 3 OEWD staff (1-0922 and 2-1823) on system

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

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

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

No.

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

Yes - this extension is a continuation of existing work.

7. **Union Notification:** On 06/23/23, 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: Jenny Collins Phone: 415-701-4842 Email: Jenny.Collins@sfgov.org

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

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 4106 12/13

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 08/07/2023

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

## Receipt of Modification Request to PSC # 4106 12/13 - MODIFICATIONS

dhr-psccordinator@sfgov.org <dhr-psccordinator@sfgov.org>

on behalf of

Jenny.Collins@sfgov.org <jenny.collins@sfgov.org>

Fri 6/23/2023 1:55 PM

To:Collins, Jenny (ECN) <jenny.collins@sfgov.org>;dho@ifpte21.org <dho@ifpte21.org>;ewallace@ifpte21.org <ewallace@ifpte21.org>;ecassidy@ifpte21.com <ecassidy@ifpte21.com>;WendyWong26@yahoo.com <WendyWong26@yahoo.com>;WendyWong26@yahoo.com <WendyWong26@yahoo.com>;tmathews@ifpte21.org <tmathews@ifpte21.org>;kschumacher@ifpte21.org <kschumacher@ifpte21.org>;kpage@ifpte21.org <kpage@ifpte21.org>;eerbach@ifpte21.org <eerbach@ifpte21.org>;l21pscreview@ifpte21.org <l21pscreview@ifpte21.org>;Bloom, Marissa (ECN) <marissa.bloom@sfgov.org>;DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>

PSC RECEIPT of Modification notification sent to Unions and DHR

The ECONOMIC AND WORKFORCE DEVELOPMENT -- ECN has submitted a modification request for a Personal Services Contract (PSC) for \$500,000 for services for the period January 1, 2024 – June 30, 2025. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

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

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/8028>

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 ewallace@ifpte21.org dho@ifpte21.org

# **Additional Attachment(s)**

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

Department: ECONOMIC AND WORKFORCE DEVELOPMENTDept. Code: ECNType of Request:  Initial  Modification of an existing PSC (PSC # 4106 12/13)Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)Type of Service: Web based invoicing and financial tracking systemFunding Source: Federal Grant Funds + Gen FundPSC Original Approved Amount: \$800,000 PSC Original Approved Duration: 04/16/13 - 12/31/17 (4 years 37 weeks)PSC Mod#1 Amount: \$860,000 PSC Mod#1 Duration: 01/01/18-06/30/21 (3 years 25 weeks)PSC Mod#2 Amount: \$825,000 PSC Mod#2 Duration: 07/01/21-12/31/23 (2 years 26 weeks)PSC Cumulative Amount Proposed: \$2,485,000 PSC Cumulative Duration Proposed: 10 years 37 weeks**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

The Workforce division of Office of Economic and Workforce Development(OEWD) manages a grant portfolio consisting of approximately 100 contract and grant agreements for 70 agencies annually across ten Federal, State and local fund sources. The process by which these agreements are negotiated, created, and tracked through their expiration is a very labor intensive process for both the City and the grantees/contractors involving repeated data entry into multiple spreadsheets, intensive paper-based-process steps, and lengthy reconciliation processes. After an extensive review of current business processes and identification of areas where efficiency and accuracy can be increased dramatically, OEWD has come to the conclusion that a technology solution is needed. The division is requesting approval to purchase a subscription to a customizable web portal and fully supported database to support the department's management of the grant negotiation, agreement creation, invoicing and financial reporting processes. The resource the division would like to acquire a subscription that has been successfully utilized by the Mayor's Office of Housing

**Scope Change**

OEWD will continue to work with the developer and the Financial Accounting and Information Management System(FAMIS)replacement team at the Controller's Office to identify areas in which the two systems can be synced and further reduce data entry burden on OEWD's finance staff. Currently the online portal is only managing grants for the workforce division of OEWD. OEWD is in the process of moving grantees from additional unit's portfolios -- more than doubling the size of the portfolio that will be managed through the online invoicing solution.

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

As the division continues to apply for additional funding through various sources that complement current programs and reduce the burden to the City's general fund the need for a less error prone



tracking system has become critical. Inaccurate tracking of grantee expenditures by either our contractors or the division presents a whole host of compliance related issues which could jeopardize new and continued funding from any or all of the fund sources currently utilized by 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

- 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:

Office of Economic and Workforce Development (OEWD) staff will continue to work with the Financial Accounting and Information Management System (FAMIS) replacement system (F\$P) group to identify potential efficiency opportunities and customization options. For the foreseeable future, OEWD anticipates to continue to require on an online billing portal and will need room for new development requests that will further automate payment processing and reconciliation.

## 2. Reason(s) for the Request

- A. Display all that apply

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

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

Explain the qualifying circumstances:

As noted in other sections, the department does not possess the expertise to develop and host the web-based tools.

- B. Reason for the request for modification:

Additional dollars and term extension are being requested

## 3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Extensive experience developing and implementing systems of a similar nature in the public sector. Program must have well developed reporting and analysis tools to be able to report on expenditures at various fund and sub-fund levels, track individual grantee budgets and reimbursement requests, and generate documents using a flexible platform where the system administrator can adjust templates easily.

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

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

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

The department does not have any employees with the expertise to develop the needed resource. The City's Department of Technology was approached about performing similar work twice and the department has consistently been told there were not resources to develop specialized web-based tools and that such projects were outside the scope of that department's work. This project is highly specialized and would best be performed by an organization that has extensive experience with similar projects as noted in 3 A above.

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. Development of a new like service would be temporary in nature. The organization the department would like to contract with already has a tool developed that is being successfully used in other City departments. No additional maintenance or hosting costs would be incurred.

**6. Additional Information**

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

No.

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

Contractor will train 3 OEWD staff (1-0922 and 2-1823) on system

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

No.

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

No.

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

No.

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

Yes, the system developer (Tekmeca) will extend the project.

**7. Union Notification:** On 08/09/17, the Department notified the following employee organizations of this PSC/RFP request:

Architect & Engineers, Local 21;

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

Name: Kris Damalas Phone: 415-701-4870 Email: kristine.damalas@sfgov.org

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 4106 12/13

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 08/21/2017

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: ECONOMIC AND WORKFORCE DEVELOPMENT

Dept. Code: ECN

Type of Request:  Initial  Modification of an existing PSC (PSC # 4106 12/13)

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

Type of Service: Web based invoicing and financial tracking system

Funding Source: Federal Grant Funds + Gen Fund

PSC Original Approved Amount: \$800,000 PSC Original Approved Duration: 04/16/13 - 12/31/17 (4 years 37 weeks)

PSC Mod#1 Amount: \$860,000 PSC Mod#1 Duration: 01/01/18-06/30/21 (3 years 25 weeks)

PSC Cumulative Amount Proposed: \$1,660,000 PSC Cumulative Duration Proposed: 8 years 11 weeks

**1. Description of Work**

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

The Workforce division of Office of Economic and Workforce Development(OEWD) manages a grant portfolio consisting of approximately 100 contract and grant agreements for 70 agencies annually across ten Federal, State and local fund sources. The process by which these agreements are negotiated, created, and tracked through their expiration is a very labor intensive process for both the City and the grantees/contractors involving repeated data entry into multiple spreadsheets, intensive paper-based-process steps, and lengthy reconciliation processes. After an extensive review of current business processes and identification of areas where efficiency and accuracy can be increased dramatically, OEWD has come to the conclusion that a technology solution is needed. The division is requesting approval to purchase a subscription to a customizable web portal and fully supported database to support the department's management of the grant negotiation, agreement creation, invoicing and financial reporting processes. The resource the division would like to acquire a subscription that has been successfully utilized by the Mayor's Office of Housing

**Scope Change**

OEWD will continue to work with the developer and the Financial Accounting and Information Management System(FAMIS)replacement team at the Controller's Office to identify areas in which the two systems can be synced and further reduce data entry burden on OEWD's finance staff. Currently the online portal is only managing grants for the workforce division of OEWD. OEWD is in the process of moving grantees from additional unit's portfolios -- more than doubling the size of the portfolio that will be managed through the online invoicing solution.

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

As the division continues to apply for additional funding through various sources that complement current programs and reduce the burden to the City's general fund the need for a less error prone tracking system has become critical. Inaccurate tracking of grantee expenditures by either our contractors or the division presents a whole host of compliance related issues which could jeopardize new and continued funding from any or all of the fund sources currently utilized by 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

**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:**

Office of Economic and Workforce Development (OEWD) staff will continue to work with the Financial Accounting and Information Management System (FAMIS) replacement system (FSP) group to identify potential efficiency opportunities and customization options. For the foreseeable future, OEWD anticipates to continue to require an online billing portal and will need room for new development requests that will further automate payment processing and reconciliation.

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

A. Display all that apply

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

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

Explain the qualifying circumstances:

As noted in other sections, the department does not possess the expertise to develop and host the web-based tools.

B. Reason for the request for modification:

The proposed extension of this contract will enable the Office of Economic and Workforce Development (OEWD) to effectively manage a growing portfolio of grants and contracts. In July 2015, the contracts and procurement unit expanded to support the Small Business Development Center and neighborhood and economic development teams and is currently in the process of moving that portfolio of grantees and contractors onto the online billing system. This transition will standardize invoicing and payment for OEWD vendors and provide essential reporting capacity as the City phases in the new Financial Accounting and Management Information System (FAMIS) replacement system (FSP) being implemented by the City's Controller's Office.

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

A. Specify required skills and/or expertise: Extensive experience developing and implementing systems of a similar nature in the public sector. Program must have well developed reporting and analysis tools to be able to report on expenditures at various fund and sub-fund levels, track individual grantee budgets and reimbursement requests, and generate documents using a flexible platform where the system administrator can adjust templates easily.

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

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

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

The department does not have any employees with the expertise to develop the needed resource. The City's Department of Technology was approached about performing similar work twice and the department has consistently been told there were not resources to develop specialized web-based tools and that such projects were outside the scope of that department's work. This project is highly specialized and would best be performed by an organization that has extensive experience with similar projects as noted in 3 A above.

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. Development of a new like service would be temporary in nature. The organization the department would like to contract with already has a tool developed that is being successfully used in other City departments. No additional maintenance or hosting costs would be incurred.

**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.  
Contractor will train 3 OEWD staff (1-0922 and 2-1823) on system

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

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

No.

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

F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
Yes, the system developer (Tekmeca) will extend the project.

7. **Union Notification:** On 09/07/16, 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: Kris Damalas Phone: 415-701-4870 Email: kristine.damalas@sfgov.org

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 4106 12/13

DHR Analysis/Recommendation:

10/17/2016

Commission Approval Required

Approved by Civil Service Commission

10/17/2016 DHR Approved for 10/17/2016

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING Dept. Code: HOM

Type of Request:  Initial  Modification of an existing PSC (PSC # 42167 - 18/19)

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

Type of Service: Continuum of Care Planning and Technical Assistance

Funding Source: local, state, or federal funding

PSC Original Approved Amount: \$2,145,000 PSC Original Approved Duration: 01/01/19 - 12/31/25 (7 years 1 day).

PSC Mod#1 Amount: \$3,754,000 PSC Mod#1 Duration: 01/01/24-10/28/28 (2 years 43 weeks).

PSC Cumulative Amount Proposed: \$5,899,000 PSC Cumulative Duration Proposed: 9 years 43 weeks

**1. Description of Work**

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

On behalf of the City and County of San Francisco, the Department of Homelessness and Supportive Housing (HSH), in conjunction with the Local Homeless Coordinating Board (LHCB), must submit an annual comprehensive Notice of Funding Availability (NOFA) application to the U.S. Department of Housing and Urban Development (HUD) for Continuum of Care (CoC) Homeless Assistance Grant funds. The application requires grant-writing, strategic planning, program assessment, and evaluation assistance.

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

CoC grant funds are a key source of funding for the City and County of San Francisco's homeless services. In 2017, San Francisco received more than \$41 million in federal funding, which funded 56 projects including 47 permanent supportive housing projects, 4 rapid-rehousing projects, transitional housing project, HMIS projects, and a coordinated entry project. Failure to receive federal CoC funding would significantly impair the County's ability to achieve its goal to prevent homelessness when possible and to make it rare, brief and onetime.

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.

HSH procured this service via Request for Proposals (RFP) #119, Continuum of Care Planning and Technical Assistance, issued October 29, 2018. This procurement authority is valid until October 28, 2028.

D. Will the contract(s) be renewed?

It may be renewed based on Department needs and Contractor performance.

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

The department requests authorization to extend the PSC term to the end of the procurement term.

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

A. Display all that apply

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

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

Explain the qualifying circumstances:

The services were originally procured through competitive RFP processes administered by the Human Services Agency (HSA) and then by the newly formed Department of Homelessness and Supportive Housing (HSH), respectively. The original Agreement was authorized through the Civil Service Commission through PSC 2004-08/09. HSH is requesting its own authority to procure these services. HSA has discontinued use of PSC 2006-08/09 necessitating this request.

B. Reason for the request for modification:

The purpose of this modification is to increase the PSC amount and term, which will enable the Department of Homelessness and Supportive Housing (HSH) to continue contracting for services through October 28, 2028. The contracted services will support HSH in submitting an annual comprehensive Notice of Funding Opportunity (NOFO) application to the U.S. Department of Housing and Urban Development (HUD) for Continuum of Care (CoC) Homeless Assistance Grant Funds. CoC grant funds are a key source of funding for the City and County of San Francisco's homeless services. In the 2022 annual competition, HSH was awarded over \$50 million for services, including Rental Assistance, Supportive Services, and Leasing. Failure to receive federal CoC funding would significantly impair the County's ability to achieve its goal to prevent homelessness when possible and to make it rare, brief, and one-time.

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

- A. Specify required skills and/or expertise: At least three years of federal grant writing and submission experience, including successful federal grant award applications and technical assistance with public agencies in a similar capacity in the immediate past five years. Completion of three similar grant writing and submission applications in the past five years.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1823, Senior Administrative Analyst; 1824, Pr Administrative Analyst; 1825, Prnpl Admin Analyst II;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No

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

Not Applicable

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

- A. Explain why civil service classes are not applicable.  
These are highly specialized services per the years of experience and scope of work required. There are no existing civil service classifications that can 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, as these services are highly specialized, require extensive experience with HUD and CoC requirements, and are short in duration.

**6. Additional Information**

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



7. **Union Notification:** On 06/28/23, 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: Monique Colon Phone: 4153555230 Email: monique.colon@sfgov.org

Address: 1360 Mission St, Ste. 200, San Francisco, CA 94103

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 42167 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 08/07/2023

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

## Choi, Suzanne (HRD)

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**From:** dhr-psccordinator@sfgov.org on behalf of monique.colon@sfgov.org  
**Sent:** Wednesday, June 28, 2023 5:28 PM  
**To:** Colon, Monique (HOM); ewidth@ifpte21.org; Laxamana, Junko (DBI); WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; l21pscreview@ifpte21.org; DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Modification Request to PSC # 42167 - 18/19 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING -- HOM has submitted a modification request for a Personal Services Contract (PSC) for \$3,754,000 for services for the period January 1, 2024 – October 28, 2028. 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/20806>

Email sent to the following addresses: L21PSCReview@ifpte21.org kschumacher@ifpte21.org tmathews@ifpte21.org wendywong26@yahoo.com WendyWong26@yahoo.com junko.laxamana@sfgov.org ewidth@ifpte21.org

# **Additional Attachment(s)**

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

**FIRST AMENDMENT  
to  
AGREEMENT  
between  
THE CITY AND COUNTY OF SAN FRANCISCO  
and  
HOMEBASE aka THE CENTER FOR COMMON CONCERNS, INC.**

THIS AMENDMENT (this “Amendment”) is made as of **March 15, 2022**, in San Francisco, California, by and between **HOMEBASE aka THE CENTER FOR COMMON CONCERNS, INC.** (“Contractor”), and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

**Recitals**

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

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

WHEREAS, Contractor was competitively selected pursuant to Request for Proposals #HSH2018-119, issued on October 29, 2018, and this Modification is consistent therewith; and

WHEREAS, approval for the original Agreement was obtained on January 7, 2019 from the Civil Service Commission under PSC number 42167 18/19 in the amount of \$2,145,000 for the period commencing January 1, 2019 and ending December 31, 2025; and

WHEREAS, the Agreement is funded with Federal dollars, CFDA # 14.267; and

WHEREAS, there is no Local Business Entity (“LBE”) subcontracting participation requirement for this Agreement; and

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

**Article 1 Definitions**

The following definitions shall apply to this Amendment:

- 1.1 Agreement.** The term “Agreement” shall mean the Agreement January 7, 2019, between Grantee and City.
- 1.2 City Data.** “City Data” means that data as described in Article 13 of this Agreement which includes, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of the City in connection with this Agreement. City Data includes, without limitation, Confidential Information.
- 1.3 Confidential Information.** Confidential Information means confidential City information including, but not limited to, personally-identifiable information (“PII”), protected health information (“PHI”), or individual financial information (collectively, “Proprietary or Confidential Information”) that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).
- 1.4 Deliverables.** "Deliverables" means Contractor's work product resulting from the Services provided by Contractor to City during the course of Contractor's performance of the Agreement, including without limitation, the work product described in the “Services to be Provided” attached as Appendix A, Services to be Provided and Appendix- A-1, Services to be Provided.
- 1.5 Services.** "Services" means the work performed by Contractor under this Agreement as specifically described in the "Services to be Provided" attached as Appendix A, Services to be Provided and Appendix A-1 Services to be Provided, and including all services, labor, supervision, materials, equipment, actions and other requirements to be performed and furnished by Contractor under this Agreement.
- 1.6 Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

## **Article 2 Modifications to the Agreement**

The Agreement is hereby modified as follows:

- 2.1 Term of the Agreement.** Article 2. Term of the Agreement currently reads as follows:
- 2.1 The term of this Agreement shall commence on the later of: (i) January 7, 2019; or (ii) the Effective Date and expire on December 31, 2021, unless earlier terminated as otherwise provided herein.

Such section is hereby deleted and replaced in its entirety to read as follows:

## Article 2 Term of the Agreement

- 2.1 The term of this Agreement shall commence on **January 1, 2019**, and expire on **December 31, 2025**, unless earlier terminated as otherwise provided herein.
- 2.2 The City has one option to renew the Agreement for a period three years each. The City may extend this Agreement beyond the expiration date by exercising an option at the City's sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement."

### 2.2 Compensation. Section 3.3 Compensation of the Agreement currently reads as follows:

- 3.3.1 Payment. Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix C, Method of Payment. Compensation shall be made for Services identified in the invoice that the Department of Homelessness and Supportive Housing (HSH) Director, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed One Million Eighty Thousand Nine Hundred Fifteen Dollars (\$1,080,915). The breakdown of charges associated with this Agreement appears in Appendix B, Budget attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to both parties as retainage, described in Appendix C, Method of Payment. In no event shall City be liable for interest or late charges for any late payments.

Contractor understands that, of the maximum dollars obligation listed in Article 3.3.1, of this Agreement, Seven Hundred Fifty-Three Thousand Three Hundred Sixty-Five Dollars (\$753,365) is included as a contingency amount and is neither to be used in Budgets attached to this Agreement or available to Contractor without a modification to this Agreement executed in the same manner as this Agreement or a revision to the Appendix B, Budget, which has been approved by the Department of Homelessness and Supportive Housing (HSH). Contractor further understands that no payment of any portion of this contingency amount will be made unless and until such modification or revision has been fully approved and executed in accordance with applicable City and Agency laws regulations, policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

- 3.3.2 Payment Limited to Satisfactory Services. Contractor is not entitled to any payments from City until the Department of Homelessness and Supportive Housing approves Services, including any furnished Deliverables, as satisfying all of the requirements of this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory Deliverables,

including equipment, components, materials, or Services even if the unsatisfactory character of such Deliverables, equipment, components, materials, or Services may not have been apparent or detected at the time such payment was made. Deliverables, equipment, components, materials and Services that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay at no cost to the City.

- 3.3.3 Withhold Payments. If Contractor fails to provide Services in accordance with Contractor's obligations under this Agreement, the City may withhold any and all payments due Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided herein.
- 3.3.4 Invoice Format. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City, and must include a unique invoice number. Payment shall be made by City as specified in 3.3.6 ,” or in such alternate manner as the Parties have mutually agreed upon in writing.
- 3.3.5 Reserved. (LBE Payment and Utilization Tracking System.)
- 3.3.6 Getting paid for goods and/or services from the City.
- (a) All City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through the City's Automated Clearing House (ACH) payments service/provider. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit [www.sfgov.org/ach](http://www.sfgov.org/ach).
- (b) The following information is required to sign up: (i) The enroller must be their company's authorized financial representative, (ii) the company's legal name, main telephone number and all physical and remittance addresses used by the company, (iii) the company's U.S. federal employer identification number (EIN) or Social Security number (if they are a sole proprietor), and (iv) the company's bank account information, including routing and account numbers.
- 3.3.7 Grant Funded Contracts.
- (a) Disallowance. If Contractor requests or receives payment from City for Services, reimbursement for which is later disallowed by the State of California or United States Government, Contractor shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset the amount disallowed from any payment due or to become due to Contractor under this Agreement or any other Agreement between Contractor and City.



(b) Grant Terms. The funding for this Agreement is provided in full or in part by a Federal or State Grant to the City. As part of the terms of receiving the funds, the City is required to incorporate some of the terms into this Agreement. The incorporated terms may be found in Appendices D: Federal Requirements for Subrecipients; E: HUD Subrecipient Agreement; and F: Additional Federal Requirements. To the extent that any Grant Term is inconsistent with any other provisions of this Agreement such that Contractor is unable to comply with both the Grant Term and the other provision(s), the Grant Term shall apply.

(c) Contractor shall insert each Grant Term into each lower tier subcontract. Contractor is responsible for compliance with the Grant Terms by any subcontractor, lower-tier subcontractor or service provider.

Such section is hereby deleted and replaced in its entirety to read as follows:

### **3.3 Compensation.**

3.3.1 **Calculation of Charges.** Contractor shall provide an invoice to the City on a monthly basis for goods delivered and/or Services completed in the immediate preceding month, unless a different schedule is set out in Appendix C, Method of Payment. Compensation shall be made for goods and/or Services identified in the invoice that the City, in its sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed **Two Million One Hundred Forty Five Thousand Dollars (\$2,145,000)**. The breakdown of charges associated with this Agreement appears in Appendix B, Budget, attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix C, Method of Payment. In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any services covered by this Agreement.

(a) Contractor understands that, of the Payment listed under 3.3.1 Calculation of Charges of this Agreement, **Five Hundred Eighty Two Thousand Five Hundred Eighty Six Dollars (\$582,586)** is included as a contingency amount and is neither to be used in Budget(s) attached to this Agreement or available to Contractor without a modification to the Appendix B, Budget, which has been approved by the Department Homelessness and Supportive Housing. Contractor further understands that no payment for any portion of this contingency amount will be made unless and until a modification or revision has been fully approved and executed in accordance with applicable City and Department laws, regulations, policies/procedures and certification as to the availability of funds

by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

**3.3.2 Payment Limited to Satisfactory Services and Delivery of Goods.**

Contractor is not entitled to any payments from City until City approves the goods and/or Services, delivered pursuant to this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory delivery of goods and/or Services even if the unsatisfactory character may not have been apparent or detected at the time such payment was made. Goods and/or Services delivered pursuant to this Agreement that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay at no cost to the City.

**3.3.3 Withhold Payments.** If Contractor fails to provide goods and/or Services in accordance with Contractor's obligations under this Agreement, the City may withhold any and all payments due Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided herein.

**3.3.4 Invoice Format.** Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City, and must include a unique invoice number and specific invoice date. Payment shall be made by City as specified in Section 3.3.7 or in such alternate manner as the Parties have mutually agreed upon in writing. All invoices must show, if applicable, the PeopleSoft Purchase Order ID Number, PeopleSoft Supplier Name and ID, Item numbers, complete description of goods delivered or Services performed, sales/use tax, contract payment terms and contract price. Invoices that do not include all required information or contain inaccurate information will not be processed for payment.

**3.3.5 Reserved (LBE Payment and Utilization Tracking System).**

**3.3.6 Getting paid by the City for goods and/or services.**

(a) The City and County of San Francisco utilizes the Paymode-X<sup>®</sup> service offered by Bank of America Merrill Lynch to pay City contractors. Contractor must sign up to receive electronic payments to be paid under this Agreement. To sign up for electronic payments, visit

[http://portal.paymode.com/city\\_countyofsanfrancisco](http://portal.paymode.com/city_countyofsanfrancisco).

(b) At the option of the City, Contractor may be required to submit invoices directly in the City's financial and procurement system (PeopleSoft) via eSettlement. Refer to <https://sfcitypartner.sfgov.org/pages/training.aspx> for more information on eSettlement. For access to PeopleSoft eSettlement, submit a request through [sfemployeeportalsupport@sfgov.org](mailto:sfemployeeportalsupport@sfgov.org).

### 3.3.7 Grant Funded Contracts.

- (a) **Disallowance.** If Contractor requests or receives payment from City for Services, reimbursement for which is later disallowed by the State of California or United States Government, Contractor shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset the amount disallowed from any payment due or to become due to Contractor under this Agreement or any other agreement between Contractor and City.
- (b) **Grant Terms.** The funding for this Agreement is provided in full or in part by a Federal or State grant to the City. As part of the terms of receiving the funds, the City is required to incorporate some of the terms into this Agreement. The incorporated terms may be found in Appendix D, Additional Federal Requirements and Appendix E, HUD Subrecipient Agreement. To the extent that any Grant Term is inconsistent with any other provisions of this Agreement such that Contractor is unable to comply with both the Grant Term and the other provision(s), the Grant Term shall apply.
- (c) Contractor shall insert each Grant Term into each lower tier subcontract. Contractor is responsible for compliance with the Grant Terms by any subcontractor, lower-tier subcontractor or service provider.

### 3.3.8 Payment Terms.

- (a) **Payment Due Date:** Unless City notifies the Contractor that a dispute exists, Payment shall be made 30 calendar days, measured from (1) the delivery of goods and/or the rendering of services or (2) the date of receipt of the invoice, whichever is later. Payment is deemed to be made on the date on which City has issued a check to Contractor or, if Contractor has agreed to electronic payment, the date on which City has posted electronic payment to Contractor.
- (b) **Reserved. (Payment Discount Terms).**

**2.3 Services Contractor Agrees to Perform.** Section 4.1 Services Contractor Agrees to Perform of the Agreement is hereby deleted and replaced in its entirety to read as follows:

**4.1 Services Contractor Agrees to Perform.** Contractor agrees to perform the Services stated in Appendices A and A-1, Services to be Provided. Officers and employees of the City are not authorized to request, and the City is not required to reimburse Contractor for, Services beyond the Scope of Services listed in Appendices A and A-1, Services to be Provided unless Appendices A and A-1,

Services to be Provided is modified as provided in Section 11.5, "Modification of this Agreement."

**2.4 Personnel.** Section 4.2 Personnel of the Agreement is hereby deleted and replaced in its entirety to read as follows:

**2.5 Personnel.**

**4.2.1 Qualified Personnel.** Contractor shall utilize only competent personnel under the supervision of, and in the employment of, Contractor (or Contractor's authorized subcontractors) to perform the Services. Contractor will comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement.

**4.2.2 Contractor Vaccination Policy.**

- (a) Contractor acknowledges that it has read the requirements of the 38th Supplement to Mayoral Proclamation Declaring the Existence of a Local Emergency ("Emergency Declaration"), dated February 25, 2020, and the Contractor Vaccination Policy for City Contractors issued by the City Administrator ("Contractor Vaccination Policy"), as those documents may be amended from time to time. A copy of the Contractor Vaccination Policy can be found at: <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors>.
- (b) A Contract subject to the Emergency Declaration is an agreement between the City and any other entity or individual and any subcontract under such agreement, where Covered Employees of the Contractor or Subcontractor work in-person with City employees in connection with the work or services performed under the agreement at a City owned, leased, or controlled facility. Such agreements include, but are not limited to, professional services contracts, general services contracts, public works contracts, and grants. Contract includes such agreements currently in place or entered into during the term of the Emergency Declaration. Contract does not include an agreement with a state or federal governmental entity or agreements that do not involve the City paying or receiving funds.
- (c) In accordance with the Contractor Vaccination Policy, Contractor agrees that:
  - (i) Where applicable, Contractor shall ensure it complies with the requirements of the Contractor Vaccination Policy pertaining to Covered Employees, as they are defined under

the Emergency Declaration and the Contractor Vaccination Policy, and insure such Covered Employees are either fully vaccinated for COVID-19 or obtain from Contractor an exemption based on medical or religious grounds; and

- (ii) If Contractor grants Covered Employees an exemption based on medical or religious grounds, Contractor will promptly notify City by completing and submitting the Covered Employees Granted Exemptions Form (“Exemptions Form”), which can be found at <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors> (navigate to “Exemptions” to download the form).

**2.6 Subcontracting.** Section 4.3 Subcontracting of the Agreement is hereby deleted and replaced in its entirety to read as follows:

**4.3 Subcontracting.**

4.3.1 Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All Subcontracts must incorporate the terms of Article 10 “Additional Requirements Incorporated by Reference” of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void.

4.3.2 City's execution of this Agreement constitutes its approval of the subcontractors listed in Appendix B, Budget.

**2.7 Assignment.** Section 4.5 Assignment of the Agreement is hereby deleted and replaced in its entirety to read as follows:

4.5 **Assignment.** The Services to be performed by Contractor are personal in character. Neither this Agreement, nor any duties or obligations hereunder, may be directly or indirectly assigned, novated, hypothecated, transferred, or delegated by Contractor, or, where the Contractor is a joint venture, a joint venture partner, (collectively referred to as an “Assignment”) unless first approved by City by written instrument executed and approved in the same manner as this Agreement in accordance with the Administrative Code. The City’s approval of any such Assignment is subject to the Contractor demonstrating to City’s reasonable satisfaction that the proposed transferee is: (i) reputable and capable, financially and otherwise, of performing each of Contractor’s obligations under this Agreement and any other documents to be assigned, (ii) not forbidden by applicable law from transacting business or entering into contracts with City; and (iii) subject to the jurisdiction of the courts of the State of California. A change of ownership or control of Contractor or a sale or transfer of substantially all of the

assets of Contractor shall be deemed an Assignment for purposes of this Agreement. Contractor shall immediately notify City about any Assignment. Any purported Assignment made in violation of this provision shall be null and void.

**2.8 Insurance.** Section 5.1 Insurance of the Agreement is hereby deleted and replaced in its entirety to read as follows:

**5.1. Insurance.**

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

- (a) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.
- (b) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- (c) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than **\$1,000,000** each accident, injury, or illness.
- (d) Professional Liability Insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 for each claim with respect to negligent acts, errors or omissions in connection with the Services.
- (e) Reserved. (Technology Errors and Omissions Liability Coverage).
- (f) Reserved. (Cyber and Privacy Insurance).
- (g) Reserved. (Pollution Liability Insurance).

**5.1.2 Additional Insured Endorsements.**

- (a) Reserved. (Commercial General Liability).
- (b) Reserved. (Commercial Automobile Liability Insurance) policy
- (c) Reserved. (Auto Pollution Liability Insurance Additional Insured Endorsement).

**5.1.3 Waiver of Subrogation Endorsements.**

- (a) The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

**5.1.4 Primary Insurance Endorsements.**

- (a) The Commercial General Liability policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.
- (b) Reserved. (Commercial Automobile Liability Insurance Primary Insurance Endorsement).
- (c) Reserved. (Pollution Liability Insurance Primary Insurance Endorsement).

**5.1.5 Other Insurance Requirements.**

- (a) Thirty (30) days' advance written notice shall be provided to the City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to the City address set forth in Section 11.1 entitled "Notices to the Parties."
- (b) Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.
- (c) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.
- (d) Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its

sole option, terminate this Agreement effective on the date of such lapse of insurance.

- (e) Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.
- (f) If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as Additional Insureds.

**2.9 Withholding.** Section 7.3 Withholding is hereby added to the Agreement:

**7.3 Withholding.** Contractor agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

**2.10** Section 8.2.2 of the Agreement is hereby deleted and replaced in its entirety to read as follows:

8.2.2. On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City. This Section 8.2.2 shall survive termination of this Agreement.



**2.11 Consideration of Salary History.** Section 10.4 Consideration of Salary History is hereby added to the Agreement:

**10.4 Consideration of Salary History.** Contractor shall comply with San Francisco Administrative Code Chapter 12K, the Consideration of Salary History Ordinance or "Pay Parity Act." Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in the City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee's salary history without that employee's authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Chapter 12K. Information about and the text of Chapter 12K is available on the web at <https://sfgov.org/olse/consideration-salary-history>. Contractor is required to comply with all of the applicable provisions of 12K, irrespective of the listing of obligations in this Section.

**2.12 Limitations on Contributions.** Section 10.11 Limitations on Contributions is hereby added to the Agreement to read as follows:

**10.11 Limitations on Contributions.** By executing this Agreement, Contractor acknowledges its obligations under section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

**2.13** Section 10.17 of the Agreement is hereby deleted and replaced in its entirety to read as follows:

10.17 Reserved. (Distribution of Beverages and Water)

**2.14** **Notices to the Parties.** Section 11.1 Notices to the Parties of the Agreement is hereby deleted and replaced in its entirety to read as follows:

**11.1** **Notices to the Parties.** Unless otherwise indicated in this Agreement, all written communications sent by the Parties may be by U.S. mail or email, and shall be addressed as follows:

If to the Department or City: Department of Homelessness and Supportive Housing  
Contracts Unit  
440 Turk Street  
San Francisco, CA 94102  
hshcontracts@sfgov.org

If to Contractor: HomeBase aka The Center for Common Concerns  
870 Market Street, Suite 1228  
San Francisco, CA 94102  
Attn: Nikka Rapkin  
Email: nikka@homebaseccc.org  
Telephone: 415.788.7961 x 303

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

**2.15** **Notification of Legal Requests.** Section 11.14 Notification of Legal Requests is hereby added to read as follows:

**11.14** **Notification of Legal Requests.** Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests (“Legal Requests”) related to all data given to Contractor by City in the performance of this Agreement (“City Data” or “Data”), or which in any way might reasonably require access to City’s Data, and in no event later than 24 hours after it receives the request. Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data in accordance with the City’s instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.

**2.16** **Appendices.** Section 12.1 Appendices of the Agreement is hereby deleted and replaced in its entirety to read as follows:

**12.1. Appendices.** This Agreement and the Application Documents set forth the entire Agreement between the parties, and supersede all other oral or written provisions. If there is any conflict between the terms of this Agreement and the Application Documents, the terms of this Agreement shall govern. The following appendices are attached to and a part of this Agreement:

Appendix A, Services to be Provided  
Appendix B, Budget  
Appendix C, Method of Payment  
Appendix D, Additional Federal Requirements  
Appendix E, HUD Subrecipient Agreement

**2.17 Data and Security.** Article 13 Data and Security of the Agreement is hereby deleted and replaced in its entirety with the following:

### **Article 13 Data and Security**

#### **13.1 Nondisclosure of Private, Proprietary or Confidential Information.**

**13.1.1 Protection of Private Information.** If this Agreement requires City to disclose "Private Information" to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

**13.1.2 Confidential Information.** In the performance of Services, Contractor may have access to, or collect on City's behalf, City's proprietary or Confidential Information, the disclosure of which to third parties may damage City. If City discloses proprietary or Confidential Information to Contractor, or Contractor collects such information on City's behalf, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or Confidential Information.

#### **13.2 Reserved (Payment Card Industry ("PCI") Requirements).**

#### **13.3 Reserved. (Business Associate Agreement).**

#### **13.4 Management of City Data and Confidential Information.**

**13.4.1 Use of City Data and Confidential Information.** Contractor agrees to hold City's Confidential Information received from or collected on behalf of the City in strictest confidence. Contractor shall not use or disclose City's Data or Confidential Information except as permitted or required by

the Agreement or as otherwise authorized in writing by the City. Any work using, or sharing or storage of, City's Confidential Information outside the United States is subject to prior written authorization by the City. Access to City's Confidential Information must be strictly controlled and limited to Contractor's staff assigned to this project on a need-to-know basis only. Contractor is provided a limited non-exclusive license to use the City Data or Confidential Information solely for performing its obligations under the Agreement and not for Contractor's own purposes or later use. Nothing herein shall be construed to confer any license or right to the City Data or Confidential Information, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data or Confidential Information by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized.

**13.4.2 Disposition of Confidential Information.** Upon request of City or termination or expiration of this Agreement, and pursuant to any document retention period required by this Agreement, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all Confidential Information given to or collected by Contractor on City's behalf, which includes all original media. Once Contractor has received written confirmation from City that Confidential Information has been successfully transferred to City, Contractor shall within ten (10) business days clear or purge all Confidential Information from its servers, any hosted environment Contractor has used in performance of this Agreement, including its subcontractors environment(s), work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five (5) business days of the purge. Secure disposal shall be accomplished by "clearing," "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

**13.5 Ownership of City Data.** The Parties agree that as between them, all rights, including all intellectual property rights, in and to the City Data and any derivative works of the City Data is the exclusive property of the City.

**2.18 Appendix A, Services to be Provided of the Agreement** is hereby re-attached as **Appendix A, Services to be Provided** and supplemented through the addition of **Appendix A-1, Services to be Provided**, (dated March 1, 2022), for the period of January 1, 2022, to December 31, 2025.

- 2.19 Appendix B, Budget** of the Agreement is hereby replaced in its entirety by the modified **Appendix B, Budget** (dated March 15, 2022), for the period of January 1, 2019 to December 31, 2025.
- 2.2 Appendix F, Additional Federal Requirements** of the Agreement is hereby replaced in its entirety by the **Appendix D, Additional Federal Requirements** (dated March 15, 2022), for the period of January 1, 2019 to December 31, 2025.
- 2.3 Appendix D, Federal Requirements** for Subrecipients of the Agreement is hereby deleted.

### **Article 3 Effective Date**

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

### **Article 4 Legal Effect**

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

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

**CITY**

**CONTRACTOR**

Recommended by:

**HOMEBASE aka THE CENTER FOR COMMON CONCERNS, INC.**

DocuSigned by:

*Shireen McSpadden*  
Shireen McSpadden

Director  
Department of Homelessness and Supportive  
Housing

DocuSigned by:

*Nikka Rapkin*  
Nikka Rapkin

Executive Director

City Supplier Number: 18737  
UEI: VA4JKUFBXJR3

Approved as to Form:

David Chiu  
City Attorney

DocuSigned by:

*Virginia Dario Elizondo*  
Virginia Dario Elizondo

Deputy City Attorney

Approved:

Sailaja Kurella  
Director of the Office of Contract Administration,  
and Purchaser

DocuSigned by:

*Sailaja Kurella*  
Sailaja Kurella

**I. Purpose of Contract**

The purpose of the contract is to provide planning and technical assistance support for the annual U.S. Department of Housing and Urban Development (HUD) Continuum of Care (CoC) Homeless Assistance Grant program.

**II. Description of Services**

Contractor shall work on behalf of and in partnership with HSH and the Local Homeless Coordinating Board (LHCB) to support all aspects of the City and County of San Francisco's HUD CoC grant program. Contractor shall provide the following services during the term of this contract:

- A. Contractor shall prepare and develop a streamlined San Francisco Notice of Funding Availability (NOFA) application process that aligns with HUD goals (e.g. HEARTH performance measures) and applies current policies to make best use of CoC resources. Tasks include:
  - 1. Design and facilitation of the local process leading to preparation and submission of the consolidated CoC application;
  - 2. Recommendations regarding the structure of the application's project funding process based on analysis of activities funded across provider programs, the need for those activities, and current policies for funding strategies.
  - 3. Gathering of information and analysis for the annual CoC application through meetings, surveys, phone calls, and email;
  - 4. Review of information collected by HSH, including drafts of responses and data submitted in the Housing Inventory Chart and Point in Time Count data (HDX), and documents developed for the CoC application;
  - 5. Design and facilitation of a clear and user-friendly scoring process, including:
    - a. Design and implementation of a user-friendly proposal-scoring instrument;
    - b. Preparation of application materials for review,
    - c. Facilitation of priority panel training and deliberations, and any appeals panels;
  - 6. Collaboration with the LHCB to prepare strategic plans, and report on outcomes, as required for the CoC application; and
  - 7. Collaboration with HSH staff to write and submit the CoC NOFA application.
  
- B. Contractor shall provide Technical Assistance related to the CoC application and federal regulations. Tasks include:
  - 1. Development and distribution of written guidance on HUD requirements to the NOFA application, including:
    - a. Changes in legislation,
    - b. Key application milestones, and
    - c. Changes relating to HEARTH;
  - 2. Creation of CoC provider applicant packets for the NOFA review process;

3. Written guidance to CoC applicants regarding project proposal submission through HUD's system;
  4. One-on-one technical assistance to applicants and the CoC on topics related to CoC program requirements and HEARTH, as needed;
  5. Provide nuanced guidance and technical assistance to applicants, with a detailed understanding of the community landscape and implications on the consolidated NOFA application;
  6. In-depth review, edits, and advice to CoC applicants relating to the process, timeline, submission requirements, contract requirements, or other applicable areas, via phone, email, or in-person;
  7. Review of all project proposals for technical accuracy according to HUD requirements and communication with applicants to correct deficiencies, as needed;
  8. Conduct program training to respond to HUD requirements, issues noted in program evaluations, and application procedures;
  9. Facilitation and/or presentations for certain LHCB meetings to provide HUD updates and information about program requirements related to the NOFA;
  10. Written summaries of HUD technical assistance related to the NOFA, as needed; and
  11. Responses to requests for assistance from HSH staff related to the NOFA.
- C. Contractor shall provide ongoing support to HSH, CoC, and CoC applicants to ensure programs are fulfilling program requirements and meeting community needs. Tasks include:
1. Relevant HUD policy analysis, annual planning, and year-round implementation (including HEARTH implementation);
  2. Providing trainings on CoC requirements;
  3. Assistance with ongoing data collection and reporting as part of CoC compliance; and
  4. Design and implementation methods to obtain client feedback focusing on:
    - a. Client needs;
    - b. Gaps in housing and services; and
    - c. Functioning of CoC programs.
- D. Contractor shall provide ongoing support to HSH related to CoC compliance. Tasks include, but are not limited to:
1. Regular meetings with HSH staff, including:
    - a. Leadership and Program: Occurring quarterly to discuss projects and issues, including, but not limited to, CoC project reallocation and other CoC competition and application matters; and
    - b. Contracts and Program: To discuss updates to compliance, data collection, and performance requirements.
  2. Assistance with compliance monitoring, including:
    - a. Creation of a HUD compliance schedule and checklist;



- b. Assistance with fiscal compliance, with attention to complying with Office of Management and Budget (OMB) Uniform Guidance for grants management; and
- c. Checking that provider applicants are not debarred or suspended from doing business with the Federal Government as part of the CoC NOFA process.
3. Contractor shall provide assistance related to developing and streamlining HSH's organizational structure.
4. Contractor and HSH shall work together to develop a detailed Work Plan for each task above to address HSH needs related to the CoC grant program. The Work Plan shall include Service and Outcome Objectives to describe the expectations of the quantity and quality of services provided. The detailed Work Plan shall be incorporated into the contract scope of work.
5. Contractor shall provide additional support, as needed.

### **III. Service Requirements**

- A. Contractor shall serve as an expert in HUD regulations as they pertain to CoC program compliance and be able to interpret the latest regulations to ensure ongoing program compliance.
- B. Contractor shall provide senior level staff to support to HSH leadership and staff, as assigned, to develop and implement the Work Plan and support departmental efforts. The Contractor's work shall be managed in partnership with HSH leadership and the Housing Subsidy Team Manager.
- C. Contractor shall attend meetings as requested by HSH.
- D. Contractor shall submit all invoices on a monthly basis in accordance with Appendix B, Calculation of Charges.

### **IV. Reporting Requirements**

- A. Contractor shall provide Ad Hoc reports as required by the Department.
- B. Contractor shall report on HUD CoC NOFA award results annually, and conduct one or more debriefing sessions to analyze performance on the CoC application.
- C. Contractor shall generate PRESTO evaluation reports for each CoC funded program. Reports shall consolidate data from HUD Annual Performance Reports (APRs), the ONE System, and other pertinent information gathered by the Contractor.
- D. Contractor shall provide a monthly report of activities to be submitted with each monthly invoice. The report shall reference the tasks described in Section II. and Section IV. and subsequent Work Plans.

### **V. Legal Services Provided by Attorneys**

Any legal services to be provided by a law firm or attorney, including, but not limited to, legal research, legal analysis, and legal advice, must be reviewed and approved in writing in advance by the City Attorney. No invoices for legal services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

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**II. Description of Services**

Contractor shall work on behalf of and in partnership with HSH and the Local Homeless Coordinating Board (LHCB) to support all aspects of the City and County of San Francisco's HUD CoC grant program. Contractor shall provide the following services during the term of this contract:

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  - 1. Design and facilitation of the local process leading to preparation and submission of the consolidated CoC application;
  - 2. Recommendations regarding the structure of the application's project funding process based on analysis of activities funded across provider programs, the need for those activities, and current policies for funding strategies;
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    - a. Design and implementation of a user-friendly proposal-scoring instrument;
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  - 6. Collaboration with the LHCB to prepare strategic plans, and report on outcomes, as required for the CoC application; and
  - 7. Collaboration with HSH staff to write and submit the CoC NOFO application.
  
- B. Contractor shall provide Technical Assistance related to the CoC application and federal regulations. Tasks include:
  - 1. Development and distribution of written guidance on HUD requirements to the NOFO application, including:
    - a. Changes in legislation,
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3. Written guidance to CoC applicants regarding project proposal submission through HUD's system;
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  7. Review of all project proposals for technical accuracy according to HUD requirements and communication with applicants to correct deficiencies, as needed;
  8. Conduct program training to respond to HUD requirements, issues noted in program evaluations, and application procedures;
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	A	B	C	D
1	<b>DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING</b>			
2	<b>APPENDIX B, BUDGET</b>			
3	<b>Document Date</b>	3/15/2022		
4	<b>Contract Term</b>	<b>Begin Date</b>	<b>End Date</b>	<b>Duration (Years)</b>
5	<b>Current Term</b>	1/1/2019	12/31/2021	3
6	<b>Amended Term</b>	1/1/2019	12/31/2025	7
7				
8	<b>Approved Subcontractors</b>			
10	National Alliance for Safe Housing (NASH)			
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1	<b>DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING</b>																		
2	<b>APPENDIX B, BUDGET</b>																		
3	<b>Document Date</b>	7/1/2021																	
4	<b>Contract Term</b>	<b>Begin Date</b>	<b>End Date</b>	<b>Duration (Years)</b>															
5	<b>Current Term</b>	1/7/2019	12/31/2021	3															
6	<b>Amended Term</b>	1/7/2019	12/31/2024	6															
7					<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>										
8	<b>HUD Award Information 24 CFR 578.99(e); 2 CFR 200.331(a)</b>				8/1/2019 - 7/31/2020	8/1/20 - 7/31/21	8/1/21 - 7/31/22	8/1/2022 - 7/31/2023	8/1/2023 - 7/31/2024										
10	Federal Award Identification Number (from GIW Sheet)					CA1908L9T011900	CA1917L9T012000												
11	Federal Award Date (HUD Agreement Signature Date) 2 CFR 200.39					8/26/2020	7/30/2021												



PY Year	Total Budget	GF Budget	CoC Planning	CoC DV CE
CY 2019	\$ 257,712	\$ 131,279	\$ 126,433	
CY 2020	\$ 397,382	\$ 131,279	\$ 266,102	
CY 2021	\$ 383,857	\$ 145,359	\$ 238,497	
CY 2022	\$ 523,463	\$ 145,359	\$ 206,874	\$ 171,230
CY 2023	TBD	\$ 553,277	\$ 837,906	\$ 171,230
CY 2024	TBD			
CY 2025	TBD			
Total	\$ 1,562,414			
PSC	\$ 2,145,000			
Contingency	\$ 582,586			

<b>January 7, 2019 to June 30, 2019 - Budget</b>			
<b>Activity</b>	<b>General Fund January - June</b>	<b>McKinney Admin March - June</b>	<b>Total</b>
Prepare and develop a streamlined San Francisco Notice of Funding Availability (NOFA) application process that aligns with HUD goals (e.g. HEARTH performance measures) and applies current policies to make best use of CoC resources.	\$37,409.57	\$0.00	\$37,409.57
Provide Technical Assistance related to the CoC application and federal regulations.	\$25,134.57	\$0.00	\$25,134.57
Provide ongoing support to HSH, CoC, and CoC applicants post NOFA application, including analyzing funded activities and community needs.	\$18,019.56	\$24,787.46	\$42,807.02
Provide ongoing support to HSH related to CoC compliance.	\$8,709.86	\$22,597.15	\$31,307.01
<b>Total:</b>	<b>\$89,273.56</b>	<b>\$47,384.61</b>	<b>\$136,658.17</b>

<b>July 1, 2019 to December 31, 2019 - Budget</b>			
<b>Activity</b>	<b>General Fund July - December</b>	<b>McKinney Admin July - December</b>	<b>Task Total</b>
Prepare and develop a streamlined San Francisco Notice of Funding Availability (NOFA) application process that aligns with HUD goals (e.g. HEARTH performance measures) and applies current policies to	\$27,140.43	\$0	\$27,140.43
Provide Technical Assistance related to the CoC application and	\$14,865.43	\$0	\$14,865.43
Provide ongoing support to HSH, CoC, and CoC applicants post NOFA application, including analyzing funded activities and community	\$0	\$80,192.98	\$80,192.98
Provide ongoing support to HSH related to CoC compliance.	\$0	\$68,692.99	\$68,692.99
<b>Total</b>	<b>\$42,005.86</b>	<b>\$148,885.97</b>	<b>\$190,891.83</b>
Unspent McKinney Admin (roll over to CY 2020)		(\$69,837.61)	
<b>Ending balance</b>		<b>\$79,048.36</b>	

<b>CY 2019 Budget Summary</b>			
<b>Period</b>	<b>General Fund Summary</b>	<b>McKinney Admin Summary</b>	<b>Total</b>
<b>January 7, 2019 to June 30, 2019</b>	\$89,273.56	\$47,384.61	\$136,658.17
<b>July 1, 2019 to December 31, 2019</b>	\$42,005.86	\$148,885.97	\$190,891.83
<b>Total</b>	<b>\$131,279.42</b>	<b>\$196,270.58</b>	<b>\$327,550.00</b>
Unspent McKinney Admin (roll over to CY 2020)		(\$69,837.61)	
<b>Actual Total</b>	<b>\$131,279.42</b>	<b>\$126,432.97</b>	<b>\$257,712.39</b>

Activity	General Fund							McKinney Admin							Total CY 2020
	January - June (6 months)			July - December (6 months)			New Total	January - July (7 months)			August - December (5 months)			New Total	
	Current	Revision	New	Current	Revision	New		Current	Revision	New	Current	Revision	New		
Prepare and develop a streamlined San Francisco Notice of Funding Availability (NOFA) application process that aligns with HUD goals	\$37,409.57	\$0.00	\$37,409.57	\$27,140.43	\$0.00	\$27,140.43	\$64,550.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$64,550.00
Provide Technical Assistance related to the CoC application and federal regulations.	\$25,134.57	\$0.00	\$25,134.57	\$14,865.43	\$0.00	\$14,865.43	\$40,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,000.00
Provide ongoing support to HSH, CoC, and CoC applicants post NOFA application, including analyzing funded activities and community	\$18,019.56	\$0.00	\$18,019.56	\$0.00	\$0.00	\$0.00	\$18,019.56	\$24,787.46	\$23,277.20	\$48,064.66	\$80,192.98	\$0.00	\$80,192.98	\$128,257.64	\$146,277.20
Provide ongoing support to HSH related to CoC compliance.	\$8,709.86	\$0.00	\$8,709.86	\$0.00	\$0.00	\$0.00	\$8,709.86	\$22,597.15	\$46,554.41	\$69,151.56	\$68,692.99	\$0.00	\$68,692.99	\$137,844.55	\$146,554.41
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$89,273.56</b>	<b>\$0.00</b>	<b>\$89,273.56</b>	<b>\$42,005.86</b>	<b>\$0.00</b>	<b>\$42,005.86</b>	<b>\$131,279.42</b>	<b>\$47,384.61</b>	<b>\$69,831.61</b>	<b>\$117,216.22</b>	<b>\$148,885.97</b>	<b>\$0.00</b>	<b>\$148,885.97</b>	<b>\$266,102.19</b>	<b>\$397,381.61</b>

Budget Check	Should Equal	Total	Difference
Total CY 2020 General Fund	\$ 131,279.42	\$131,279.42	\$0.00
Total January - July McKinney	\$ 117,216.22	\$117,216.22	\$0.00
Total August - December McKinney	\$ 148,885.97	\$148,885.97	\$0.00
New Total	\$ 397,381.61	\$397,381.61	\$0.00

Activity	General Fund							HUD Admin/Planning/DV CE							Total CY 2021
	January - June (6 months)			July - December (6 months)			New Total	January - August (8 months)			September - December (4 months)			New Total	
	Current	Revision	New	Current	Revision	New		Current	Revision	New	Current	Revision	New		
Prepare and develop a streamlined San Francisco Notice of Funding Availability (NOFA) application process that aligns with HUD goals	\$15,000.00	\$14,079.69	\$29,079.69	\$55,000.00	\$0.00	\$55,000.00	\$84,079.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$84,079.69
Provide Technical Assistance related to the CoC application and federal regulations.	\$25,639.71	\$0.00	\$25,639.71	\$35,639.71	\$0.00	\$35,639.71	\$61,279.42	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$61,279.42
Provide ongoing support to HSH, CoC, and CoC applicants post NOFA application, including analyzing funded activities and community	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$79,524.77	\$0.00	\$79,524.77	\$44,600.00	\$0.00	\$44,600.00	\$124,124.77	\$124,124.77
Provide ongoing support to HSH related to CoC compliance.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53,016.52	\$0.00	\$53,016.52	\$29,733.33	\$0.00	\$29,733.33	\$82,749.85	\$82,749.85
DV Community Needs Assessment (NASH)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,687.50	\$16,687.50	\$16,687.50	\$16,687.50
DV Community Needs Assessment (Homebase)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,936.00	\$14,936.00	\$14,936.00	\$14,936.00
<b>Total</b>	<b>\$40,639.71</b>	<b>\$14,079.69</b>	<b>\$54,719.40</b>	<b>\$90,639.71</b>	<b>\$0.00</b>	<b>\$90,639.71</b>	<b>\$145,359.11</b>	<b>\$132,541.29</b>	<b>\$0.00</b>	<b>\$132,541.29</b>	<b>\$74,333.33</b>	<b>\$31,623.50</b>	<b>\$105,956.83</b>	<b>\$238,498.12</b>	<b>\$383,857.23</b>

Budget Check	Should Equal	Total	Difference
Total CY 2021 General Fund + CY 2020 carry forward	\$ 145,359.11	\$145,359.11	\$0.00
Total January - August McKinney	\$ 132,541.29	\$132,541.29	\$0.00
Total September - December McKinney	\$ 74,333.33	\$105,956.83	\$31,623.50
New Total	\$ 352,233.73	\$383,857.23	\$31,623.50

Activity	General Fund							HUD Admin/Planning/DV CE							Total CY 2022
	January - June (6 months)			July - December (6 months)			New Total	January - August (8 months)			September - December (4 months)			New Total	
	Current	Revision	New	Current	Revision	New		Current	Revision	New	Current	Revision	New		
Prepare and develop a streamlined San Francisco Notice of Funding Availability (NOFA) application process that aligns with HUD goals	\$15,000.00	\$14,079.69	\$29,079.69	\$55,000.00	\$0.00	\$55,000.00	\$84,079.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$84,079.69
Provide Technical Assistance related to the CoC application and federal regulations.	\$25,639.71	\$0.00	\$25,639.71	\$35,639.71	\$0.00	\$35,639.71	\$61,279.42	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$61,279.42
Provide ongoing support to HSH, CoC, and CoC applicants post NOFA application, including analyzing funded activities and community	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$79,524.77	\$0.00	\$79,524.77	\$44,600.00	\$0.00	\$44,600.00	\$124,124.77	\$124,124.77
Provide ongoing support to HSH related to CoC compliance.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53,016.52	\$0.00	\$53,016.52	\$29,733.33	\$0.00	\$29,733.33	\$82,749.85	\$82,749.85
DV Community Needs Assessment (NASH) including Interpretation Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$142,092.50	\$0.00	\$142,092.50	\$0.00	\$0.00	\$0.00	\$142,092.50	\$142,092.50
DV Community Needs Assessment (Homebase)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,137.00	\$0.00	\$29,137.00	\$0.00	\$0.00	\$0.00	\$29,137.00	\$29,137.00
<b>Total</b>	<b>\$40,639.71</b>	<b>\$14,079.69</b>	<b>\$54,719.40</b>	<b>\$90,639.71</b>	<b>\$0.00</b>	<b>\$90,639.71</b>	<b>\$145,359.11</b>	<b>\$303,770.79</b>	<b>\$0.00</b>	<b>\$303,770.79</b>	<b>\$74,333.33</b>	<b>\$0.00</b>	<b>\$74,333.33</b>	<b>\$378,104.12</b>	<b>\$523,463.23</b>

Budget Check	Total
Total CY 2021 General Fund + CY 2020 carry forward	\$145,359.11
Total January - August McKinney	\$303,770.79
Total September - December McKinney	\$74,333.33
<b>New Total</b>	<b>\$523,463.23</b>

<b>HB DV Community Needs Assessment Budget Check</b>	Total	Sept-Dec 2021	Jan-Aug 2022
NASH subcontractor budget + interpretation services	\$ 137,780.00	\$ 16,687.50	\$ 142,092.50
Homebase budget	\$ 44,073.00	\$ 14,936.00	\$ 29,137.00
	\$ 181,853.00	\$ 31,623.50	\$ 171,229.50

## Appendix C, Method of Payment

- I. Actual Costs:** In accordance with Article 5 Use and Disbursement of Grant Funds of the Grant Agreement, payments shall be made for actual costs incurred and reported for each month within the budget term (e.g., Fiscal Year or Project Term). Under no circumstances shall payment exceed the amount set forth in Appendix B, Budget(s) of the Agreement.
- II. General Instructions for Invoice Submittal:** Grantee invoices shall include actual expenditures for eligible activities incurred during the month.
- A. Timelines: Grantee shall submit all invoices and any related required documentation in the format specified below, after costs have been incurred, and within 15 days after the month the service has occurred. All final invoices must be submitted 15 days after the close of the fiscal year or project period.

<b>Billing Month/Date</b>	<b>Service Begin Date</b>	<b>Service End Date</b>
August 15	July 1	July 31
September 15	August 1	August 31
October 15	September 1	September 30
November 15	October 1	October 31
December 15	November 1	November 30
January 15	December 1	December 31
February 15	January 1	January 31
March 15	February 1	February 28/29
April 15	March 1	March 31
May 15	April 1	April 30
June 15	May 1	May 31
July 15	June 1	June 30

- B. Invoicing System:
1. Grantee shall submit invoices and all required supporting documentation demonstrating evidence of the expenditure through the Department of Homelessness and Supportive Housing (HSH)'s web-based Contracts Administration, Reporting, and Billing Online (CARBON) System at: <https://contracts.sfhsa.org>.
  2. Grantee's Executive Director or Chief Financial Officer shall submit a letter of authorization designating specific users, including their names, emails and phone numbers, who will have access to CARBON to electronically submit and sign for invoices, submit program reports, and view other information that is in CARBON.

3. Grantee acknowledges that submittal of the invoice by Grantee's designated authorized personnel with proper login credentials constitutes Grantee's electronic signature and certification of the invoice.
  4. Grantee's authorized personnel with CARBON login credentials shall not share or internally reassign logins.
  5. Grantee's Executive Director or Chief Financial Officer shall immediately notify the assigned HSH Contract Manager, as listed in CARBON, via email or letter regarding any need for the restriction or termination of previously authorized CARBON users and include the name(s), email(s) and phone number(s) of those previously authorized CARBON users.
  6. Grantee may invoice and submit related documentation in the format specified by HSH via paper or email only upon special, written approval from the HSH Contracts Manager.
- C. Line Item Variance: There shall be no variance from the line item budget submitted, which adversely affects Grantee's ability to provide services specified in the Appendix A(s), Services to be Provided of the Agreement; however, Grantee may invoice up to 110 percent of an ongoing General Fund or Prop C line item, provided that total expenditures do not exceed the total budget amount, per the HSH Budget Revision Policy and Procedure: <http://hsh.sfgov.org/overview/provider-updates/>.
- D. Spend Down
1. Grantee shall direct questions regarding spend down and funding source prioritization to the assigned HSH Contract and Program Managers, as listed in CARBON.
  2. Generally, Grantee is expected to spend down ongoing funding proportionally to the fiscal year or project period. Grantee shall report unexpected delays and challenges to spending funds, as well as any lower than expected spending to the assigned Contract and Program Managers, as listed in CARBON prior to, or in conjunction with the invoicing period.
  3. Failure to spend significant amounts of funding, especially non-General Fund dollars, may result in reductions to future allocations. HSH may set specific spend down targets and communicate those to Grantees.
- E. Documentation and Record Keeping:
1. In accordance with Article 5 Use and Disbursement of Grant Funds; Article 6 Reporting Requirements; Audits; Penalties for False Claims; and the Appendix A(s), Services to be Provided of the Agreement, Grantee shall keep electronic or hard copy records and documentation of all HSH invoiced costs, including, but not limited to, payroll records; paid invoices; receipts; and payments made for a period not fewer

than five years after final payment under this Agreement, and shall provide to the City upon request.

- a. HSH reserves the right to modify the terms of this Appendix in cases where Grantee has demonstrated issues with spend down, accuracy, and timeliness of invoices.
  - b. In addition to the instructions below, HSH will request and review supporting documentation on the following occasions without modification to this Appendix:
    - 1) Program Monitoring;
    - 2) Fiscal and Compliance Monitoring;
    - 3) Year End Invoice Review;
    - 4) Monthly Invoice Review;
    - 5) As needed per HSH request; and/or
    - 6) As needed to fulfill audit and other monitoring requirements.
2. All documentation requested by and submitted to HSH must:
- a. Be easily searchable (e.g., PDF) or summarized;
  - b. Clearly match the Appendix B, Budget(s) line items and eligible activities;
  - c. Not include identifiable served population information (e.g., tenant, client, Protected Health Information (PHI), Personally Identifiable Information (PII)); and
  - d. Include only subcontracted costs that are reflected in the Appendix B, Budget(s). HSH will not pay for subcontractor costs that are not reflected in the Appendix B, Budget(s). All subcontractors must also be listed in the Permitted Subcontractors Appendix.
3. Grantee shall follow HSH instructions per funding source and ensure that all documentation clearly matches the approved Appendix B, Budget(s) line items and eligible activities.

General Fund	
Type	Instructions and Examples of Documentation
Salaries & Benefits	<p>Grantee shall maintain and provide documentation for all approved payroll expenses paid to any personnel included in the Appendix B, Budget(s) covered by the Agreement and invoice period each time an invoice is submitted.</p> <p>Documentation shall include, but is not limited to, historical and current payroll information from a payroll service or a payroll ledger from Grantee’s accounting system and must include employee name, title, rate, and hours worked for each pay period.</p>
Operating	Grantee shall maintain documentation for all approved Operating costs included in the Appendix B, Budget(s). Each time an invoice is submitted, Grantee shall upload documentation for all Subcontractor and Consultant costs,



General Fund	
Type	Instructions and Examples of Documentation
	<p>and documentation for any Operating line items that exceed \$10,000.</p> <p>Documentation may include, but is not limited to, receipts of purchases or paid invoices of recurring expenditures, such as lease payments; copies of current leases; subcontractor payments; equipment lease invoices; and utility payments.</p>
Operating - Direct Assistance	<p>Grantee shall maintain and provide documentation for all approved Direct Assistance costs included in the Appendix B, Budget(s) each time an invoice is submitted.</p> <p>Documentation shall include a General Ledger or receipts of purchases, showing proof of Direct Assistance expenditures, and any other information specifically requested by HSH to confirm appropriate use of Direct Assistance funds.</p>
Capital and/or One-Time Funding	<p>Grantee shall maintain and provide documentation for all approved Capital and/or One-Time Funding costs included in the Appendix B, Budget(s) each time an invoice is submitted.</p> <p>Documentation may include receipts of purchases or paid invoices of non-recurring expenditures, such as repairs or one-time purchases.</p>
Revenue	<p>Grantee shall maintain and provide for all revenues that offset the costs in the Appendix B, Budget(s) covered by the Agreement each time an invoice is submitted.</p>

Housing and Urban Development (HUD) Continuum of Care (CoC): CFDA# 14.267	
Type	Instructions and Examples of Documentation
HUD CoC - Rental Assistance	<p>Grantee may use this line item in accordance with 24 CFR § 578.51 - Rental Assistance.</p> <p>Grantee shall upload all supporting documentation of eligible Rental Assistance costs in CARBON with each invoice.</p> <p>Documentation may include proof of payment of rental assistance or security deposits paid on behalf of CoC tenants.</p>
HUD CoC – Leasing	<p>Grantee may use this line item in accordance with 24 CFR § 578.49 - Leasing.</p> <p>Grantee shall upload all supporting documentation of eligible Leasing costs in CARBON with each invoice.</p>

Housing and Urban Development (HUD) Continuum of Care (CoC): CFDA# 14.267	
Type	Instructions and Examples of Documentation
	Documentation may include a copy of a lease agreement.
HUD CoC - Supportive Services	<p>Grantee may use this line item in accordance with 24 CFR § 578.53 - Supportive Services.</p> <p>Grantee shall upload all supporting documentation of eligible Supportive Services costs in CARBON with each invoice.</p> <p>Documentation may include payroll information from a payroll service or a payroll ledger from Grantee's accounting system of the staff who provide the following to CoC program participants:</p> <ul style="list-style-type: none"> <li>• Annual assessment of service needs;</li> <li>• Case management;</li> <li>• Education services; employment assistance and job training;</li> <li>• Housing search and counseling services; life skills training;</li> <li>• Mental health and/or substance abuse treatment services;</li> <li>• Outreach services;</li> <li>• Transportation; or</li> <li>• Receipts for client costs</li> </ul>
HUD CoC - Operating Services	<p>Grantee may use this line item in accordance with 24 CFR § 578.55 - Operating Services.</p> <p>Grantee shall upload all supporting documentation of eligible Operating costs in CARBON with each invoice.</p> <p>Grants with Rental Assistance may not have an Operations Line item within their budget.</p> <p>Documentation may include a General Ledger, or receipts of purchases, showing proof of costs related to the maintenance and repair of housing; property taxes and insurance; utility payments; furniture; and/or equipment.</p>
HUD CoC - Administrative Costs	<p>Grantee may use this line item in accordance with 24 CFR § 578.59 - Project Administrative Costs.</p> <p>Grantee shall upload all supporting documentation of eligible Administrative costs in CARBON with each invoice.</p> <p>HSH is required to share half of administrative funds with sub-recipients.</p>

Housing and Urban Development (HUD) Continuum of Care (CoC): CFDA# 14.267	
Type	Instructions and Examples of Documentation
	<p>Documentation may include payroll information from a payroll service or a payroll ledger from Grantee's accounting system of the staff who work on CoC funded programs to provide duties, such as:</p> <ul style="list-style-type: none"> <li>• Program budgets and schedules;</li> <li>• Compliance with CoC requirements;</li> <li>• Monitoring of program activities for progress; preparing reports;</li> <li>• Coordinating the resolution of audit and monitoring findings;</li> <li>• Evaluation of program results against stated objectives; or</li> <li>• Management or supervision of persons whose primary responsibilities include the above-mentioned administrative tasks.</li> </ul> <p>Documentation may also include receipts related to the costs for goods and services related to the administration of the CoC program, such as rental or purchase of equipment, insurance, utilities, office supplies and rental and maintenance of office space.</p>

**III. Advances or Prepayments:** Advances or prepayments are allowable on certified annual ongoing General Fund or Prop C amounts (i.e., authorized by executed Agreements) in order to meet non-profit Grantee cash flow needs in certain circumstances. Requests for advance payment will be granted by HSH on a case-by-case basis. Advances are not intended to be a regular automatic procedure.

**A. Advance Requirements:**

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

1. All Agreement compliance requirements must be currently met (e.g., reports submitted and approved; corrective actions resolved; business tax and insurance certificates in place; prompt and properly documented invoicing; appropriate spend down);
2. The final invoice from the preceding fiscal year must be received prior to advance distribution; and
3. Advances from the preceding fiscal year must be repaid, in full, prior to any additional advance distribution.

**B. Advance Request Process:**

1. Grantee shall submit a written request via email with a narrative justification that fully describes the unique circumstances to the assigned HSH Contract Manager, as listed in CARBON, for review and approval.
2. HSH, at its sole discretion, may make available to Grantee up to two months of the total ongoing annualized General Fund or Prop C budget amount, per the Appendix B, Budget(s) of this Agreement. Requests for greater than two months of the ongoing annualized budget amount may be considered on a case-by-case basis.

C. Advance Repayment Process:

1. If approved by HSH, the advanced sum will be deducted from the Grantee's monthly invoices at an equal rate each month that will enable repayment before the close of the fiscal year. For example, for a twelve-month grant the rate of repayment of the advance will be 1/10<sup>th</sup> per month from July to April. An alternative period of repayment may be calculated in order to ensure cash flow and repayment.
2. All advance repayments must be recovered within the fiscal year for which it was made.
3. In the case where advance repayments cannot be fully recovered by deducting from the Grantee's monthly invoices, Grantee shall be repay the outstanding balance via check in the amount verified by the assigned HSH Contract Manager, as listed in CARBON. Grantee shall make the repayment after the final invoice of the fiscal year has been approved to the address provided by the assigned HSH Contract Manager, as listed in CARBON.

IV. **Timely Submission of Reports and Compliance:** If a Grantee has outstanding items due to the City (e.g., Corrective Action Plans/report/document/data input), as specified in any written form from HSH (e.g., Letter of Correction, Corrective Action Plan, and/or Appendix A(s), Services to be Provided of the Agreement), Grantee shall submit and comply with such requirements prior to or in conjunction with invoices. Failure to submit required information or comply by specified deadlines may result in HSH withholding of payments.

## **Appendix D, Federal Requirements: Provisions for All Federal Funds Subawards and Matching Funds to Federal Funds**

### **I. Definitions**

These are Federal definitions that come from Federal Uniform Guidance, 2 CFR Part 200, and are in addition to and may vary from definitions provided in the City's Grant Agreement, Professional Services Contract and/or Amendment documents ("Agreement").

**A. City.** City means the City and County of San Francisco.

**B. Subaward.** Subaward means an award provided by a pass-through entity (e.g., the City) to a Subrecipient for the Subrecipient to carry out all or part of a Federal award. It does not include payments to an individual that is a beneficiary of a Federal program (2 CFR §200.1). Characteristics of Subawards, as opposed to Subcontracts, include but are not limited to that a Subrecipient:

- i. Has programmatic decision-making responsibility within the scope of services of the Agreement;
- ii. May determine client eligibility for the Federal program;
- iii. In accordance with its Agreement, uses the Federal funds to carry out all or part of a Federal program, as opposed to providing goods or services to help the City administer the Federal program.

See 2 CFR §200.331 for more guidance.

**C. Third Party Subaward.** Third Party Subaward means a Subaward at any tier entered into by a Subrecipient, financed in whole or in part with Federal assistance originally derived from the Federal awarding agency.

**D. Contract and/or Subcontract.** Contract and/or Subcontract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award (2 CFR §200.1). Characteristics of Subcontracts, as opposed to Subawards include but are not limited to that a Subcontractor:

- i. Has little or no programmatic decision-making responsibility in how it carries out the purpose of the Agreement;
- ii. Does not determine client eligibility for the federal program; and
- iii. Provides goods or services that are ancillary to the operation of the Federal program and/or that help the City administer the Federal program.

See 2 CFR §200.331 for more guidance.

**E. Third Party Subcontract.** Third Party Subcontract means a Subcontract at any tier entered into by Contractor or Subcontractor, financed in whole or in part with Federal assistance originally derived from the Federal awarding agency.

**II. Federal Changes.** Subrecipient shall at all times comply with all applicable regulations, policies, procedures and Federal awarding agency directives, including without limitation

those listed directly or by reference in the Recipient Agreement between the City and the Federal awarding agency or in this Agreement, as they may be amended or promulgated from time to time during the term of this Agreement. Subrecipient's failure to so comply shall constitute a material breach of this Agreement.

### **III. Requirements for Pass-Through Entities. (2 CFR §200.332)**

- A.** For any Third Party Subawards that the Subrecipient enters into in the course of carrying out this Agreement, the Subrecipient shall include the following:
- i. Federal award information as specified in 2 CFR §200.332(a)(1) to the best of its knowledge;
  - ii. Requirements imposed by the Federal awarding agency, the City, or itself in order to meet its own responsibility to the City under this Subaward as specified in 2 CFR CFR §200.332(3);
  - iii. An approved federally recognized indirect cost rate negotiated between the Subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the Subrecipient and its Third Party Subrecipients, or a de minimis indirect cost rate as defined in §200.414 Indirect (Facilities and Administration<sup>1</sup>) costs, paragraph (f);
  - iv. A requirement that the Third Party Subrecipient permit the Subrecipient, the City, higher level funders, and auditors to have access to the Subrecipient's records and financial statements as necessary for the Subrecipient to meet the requirements of this part (2 § CFR 200.332(5)); and
  - v. Appropriate terms and conditions concerning closeout of the Subaward per 2 § CFR 200.332(6).
- B.** For any Third Party Subawards that the Subrecipient enters into in the course of carrying out this Agreement, the Subrecipient agrees to:
- i. Evaluate each Third Party Subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the Subaward for purposes of determining the appropriate Subrecipient monitoring described in paragraphs (3) of this section;
  - ii. Consider imposing specific Subaward conditions upon a Third Party Subrecipient if appropriate as described in 2 CFR §200.208 Specific conditions;
  - iii. Monitor the activities of the Third Party Subrecipient as necessary to ensure that the Subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the Subaward; and that Subaward performance goals are achieved. See 2 CFR §200.332(d) and (e) for specific requirements;
  - iv. Verify that every Third Party Subrecipient is audited as required by 2 CFR §200 Subpart F—Audit Requirements of this part when it is expected that the Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 CFR §200.501 Audit requirements;

<sup>1</sup> 2 CFR § 200.332(a)(1)(xiv)

- v. Consider whether the results of the Third Party Subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records; and
- vi. Consider taking enforcement action against noncompliant Third Party Subrecipients as described in 2 CFR §200.339 Remedies for noncompliance of this part and in program regulations.

**IV. Procurement Compliance.** *(2 CFR §200.318 through 200.326)*

- A. Subrecipient agrees to comply with the procurement standards set forth in 2 CFR § 200.318 through § 200.326. This includes but is not limited to the following:
  - i. General procurement standards, including using its documented procurement procedures which reflect all applicable laws, regulations, and standards; maintaining oversight of Contractors; maintaining written standards of conflict covering conflicts of interest and organizational conflicts of interest; avoiding acquisition of duplicative items; awarding Contracts only to responsible Contractors possessing the ability perform the terms and conditions of the proposed procurement successfully; maintaining records sufficient to detail the history of procurements;
  - ii. Providing full and open competition as per 2 CFR § 200.319; and
  - iii. Complying with standards of the five methods of procurement described in 2 CFR § 200.320: micro-purchases, small purchases, sealed bids (formal advertising), competitive proposals, and non-competitive (sole source) proposals.

**V. Cost Principles Compliance.** *(2 CFR §200 Subpart E)*

- A. Subrecipient agrees to comply with the Cost Principle specified in 2 CFR § 200 Subpart E for all costs that are allowable and included in this Agreement with the City. This includes but is not limited to compliance with §200.430 Compensation – personal services, including §200.430(i) regarding Standards for Documentation for Personnel Expense. Charges to Federal awards for salaries and wages must be based on records that accurately reflect the actual work performed. The requirements for these records include but are not limited to that they:
  - i. Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
  - ii. Be incorporated into the official records of the Subrecipient;
  - iii. Reasonably reflect the total activity for which the employee is compensated by the Subrecipient, not exceeding 100 percent of compensated activities;
  - iv. Encompass both federally assisted and all other activities compensated by the Subrecipient on an integrated basis, but may include the use of subsidiary records as defined in the Subrecipient's written policy;
  - v. Comply with the established accounting policies and practices of the Subrecipient;
  - vi. Support the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one Federal award; a Federal award and non-Federal award; an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity;

- vii. Budget estimates alone do not qualify as support for charges to Federal awards, but may be used for interim accounting purposes in certain conditions (see §200.430(i)(1)(viii));
- viii. In accordance with Department of Labor regulations implementing the Fair Labor Standards Act (FLSA) (29 CFR part 516), charges for the salaries and wages of nonexempt employees, in addition to the supporting documentation described in this section, must also be supported by records indicating the total number of hours worked each day;
- ix. Salaries and wages of employees used in meeting cost sharing or matching requirements on Federal awards must be supported in the same manner as salaries and wages claimed for reimbursement from Federal awards; and
- x. A Subrecipient whose the records may not meet the standards described in this section shall use personnel activity reports (also known as time studies), prescribed certifications for employees working 100 percent on the same Federal program, or equivalent documentation as supporting documentation.

**VI. Equal Employment Opportunity Compliance.** *Applicable to all construction agreements awarded in excess of \$10,000 by Grantees and their Contractors or Subgrantees; 2 CFR §200 Appendix II(C).* Subrecipient agrees to comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60).

**VII. Davis-Bacon Act Compliance.** *Applicable to construction agreements in excess of \$2,000 awarded by Grantees and Subgrantees when required by Federal grant program legislation; 2 CFR §200 Appendix II(D).* Subrecipient agrees to comply with the Davis-Bacon Act (40 U.S.C. 3141-3418) as supplemented by Department of Labor regulations (29 CFR Part 5).

**VIII. Copeland Anti-Kickback Act Compliance.** *Applicable to construction agreements in excess of \$2,000 awarded by Grantees and Subgrantees when required by Federal grant program legislation; 2 CFR §200 Appendix II(D).* Subrecipient agrees to comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR Part 3).

**IX. Contract Work Hours and Safety Standards.** *Applicable to all agreements awarded by Grantees and Subgrantees in excess of \$100,000, which involve the employment of mechanics or laborers; 2 CFR §200 Appendix II(E).*

**A. Compliance.** Subrecipient agrees that it shall comply with Sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708) as supplemented by Department of Labor regulations (29 CFR Part 5), which are incorporated herein.

**B. Overtime.** No Subrecipient contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic



receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**C. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions of Paragraph B, the Subrecipient and any Subcontractor responsible therefore shall be liable to any affected employee for that employee's unpaid wages. In additions, such Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph B in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of his standard workweek of 40 hours without payment of the overtime wages required by paragraph B.

**D. Withholding for unpaid wages and liquidated damages.** The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Subrecipient or Subcontractor under any such Contract or any other Federal Contract with the same Prime Contractor, or any other federally-assisted Contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set for in paragraph C of this section.

**X. Notice of Requirements Pertaining to Intangible Property, Copyrights, Inventions, and Freedom of Information Act Requests. (2 CFR §200 Appendix II(F) and 2 CFR §200.315)**

**A.** Title to intangible property (see 2 CFR §200.1 Intangible property) acquired under a Federal award vests upon acquisition in the Subrecipient unless otherwise detailed elsewhere in this Agreement. The Subrecipient must use that property for the originally-authorized purpose, and must not encumber the property without approval of the Federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in 2 CFR §200.313 (e).

**B.** The Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

**C.** The Subrecipient is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements."

- D. The Federal Government has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award, and authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.
- E. The Subrecipient shall comply with Freedom of Information Act (FOIA) requests passed down from the Federal Government to the City.

**XI. Debarment and Suspension.** *(applicable to all Contracts and Subcontracts; 2 CFR §200 Appendix II(H))*

- A. Subrecipient represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension." Subrecipient agrees that neither Subrecipient nor any of its Third Party Subrecipients or Subcontractors shall enter into any Third Party Subawards or Subcontracts for any of the work under this Agreement with a third party who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689. 2 CFR Part 180.
- B. Subrecipient and Third Party Subrecipients and Subcontractors can meet this requirement with lower level entities by requiring they sign a certification to its effect and by checking those entities' status at the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov) under Search Records on a regular, but at least annual, basis.

**XII. Byrd Anti-Lobbying Certification.** *(applicable for Subawards or Subcontracts in excess of \$100,000; 2 CFR §200 Appendix II(I) and by inclusion, 45 CFR Part 93)*

- A. **Subrecipient hereby certifies**, to the best of their knowledge and belief, that"
  - i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the person signing this Agreement, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal award or Contract, the making of any Federal grant or Contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
  - ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit, with its offer, OMB Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
  - iii. The person signing this Agreement shall require that the language of this certification be included in the award documents for all Subawards at all tiers (including Subcontracts, Subgrants, and Contracts under grants, loan, and cooperative

agreements) and require that all recipients of such awards in excess of \$100,000 shall certify and disclose accordingly.

- B.** This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is imposed by 31 U.S.C. 1352. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**XIII. Single Audit Requirements**

Subrecipient shall comply in all respects with 2 CFR §200 Subpart F – Audit Requirements. The Federal expenditures spent under this Agreement shall be counted toward the \$750,000 threshold of Federal award expenditures for a Single Audit.

**XIV. Incorporation of Uniform Administrative Requirements and Exceptions from Federal Awarding Agencies**

- A.** The preceding provisions include, in part, certain standard terms and conditions required by the Federal awarding agency, whether or not expressly set forth in the preceding Agreement provisions. All provisions required by the Federal awarding agency, as set forth in 2 CFR Part 200, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all of the Federal awarding agency’s mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any City requests that would cause the City to be in violation of the Federal awarding agency’s terms and conditions.
- B.** Further, all provisions of each Federal awarding agency’s incorporation of the Uniform Guidance are also hereby incorporated as reference:
  - i. U.S. Health and Human Services: 45 CFR Part 75 (includes some exceptions and additions);
  - ii. U.S. Department of Housing and Urban Development: (no exceptions or additions);
  - iii. U.S. Department of Education: (no exceptions); and
  - iv. U.S. Department of Agriculture: 2 CFR Part 400.

**XV. Inclusion of Federal Requirements in Third Party Subawards and Subcontracts**

Subrecipient agrees to include all of the above clauses in each Third Party Subaward and Subcontract (Subcontracts shall exclude requirements for pass-through Entities) financed in whole or in part with Federal assistance provided by the Federal awarding agency, unless the third party agreements do not meet the dollar thresholds indicated.

## **Appendix E, Housing and Urban Development (HUD) Subrecipient Agreement**

- I.** Subrecipient shall maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project.
  - A. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operations of such project.
- II.** Subrecipient shall establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness.
- III.** In the case of a project that provides housing or services to families, the Subrecipient shall designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act.
- IV.** The Subrecipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government.
- V.** Subrecipient shall provide information, such as data and reports, as required by the U.S. Department of Housing and Urban Development (HUD).

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING -- HOM Dept. Code: HOM

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

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

Type of Service: Continuum of Care Planning and Technical Assistance

Funding Source: local, state, or federal funding

PSC Amount: \$2,145,000 PSC Est. Start Date: 01/01/2019 PSC Est. End Date 12/31/2025

**1. Description of Work**

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

On behalf of the City and County of San Francisco, the Department of Homelessness and Supportive Housing (HSH), in conjunction with the Local Homeless Coordinating Board (LHCB), must submit an annual comprehensive Notice of Funding Availability (NOFA) application to the U.S. Department of Housing and Urban Development (HUD) for Continuum of Care (CoC) Homeless Assistance Grant funds. The application requires grant-writing, strategic planning, program assessment, and evaluation assistance.

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

CoC grant funds are a key source of funding for the City and County of San Francisco's homeless services. In 2017, San Francisco received more than \$41 million in federal funding, which funded 56 projects including 47 permanent supportive housing projects, 4 rapid-rehousing projects, transitional housing project, HMIS projects, and a coordinated entry project. Failure to receive federal CoC funding would significantly impair the County's ability to achieve its goal to prevent homelessness when possible and to make it rare, brief and onetime.

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 awarded through competitive RFP processes administered by the Human Services Agency (HSA). The resulting agreement was authorized by the Civil Service Commission through PSC#2004-08/09. The services were transitioned to HSH upon its creation as a new agency in FY16-17. HSH is requesting its own authority to procure these services through a competitive RFP process.

D. Will the contract(s) be renewed?

It may be renewed based on Department needs and Contractor performance.

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 awarded contract will have a 3-year initial term, with the option to extend the term for an additional 3-year period, subject to annual availability of funds, satisfactory contractor performance, and the Department's need.

**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:

The services were originally procured through competitive RFP processes administered by the Human Services Agency (HSA) and then by the newly formed Department of Homelessness and Supportive Housing (HSH), respectively. The original Agreement was authorized through the Civil Service Commission through PSC 2004-08/09. HSH is requesting its own authority to procure these services. HSA has discontinued use of PSC 2006-08/09 necessitating this request.

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

A. Specify required skills and/or expertise: At least three years of federal grant writing and submission experience, including successful federal grant award applications and technical assistance with public agencies in a similar capacity in the immediate past five years. Completion of three similar grant writing and submission applications in the past five years.

B. Which, if any, civil service class(es) normally perform(s) this work? 1823, Senior Administrative Analyst; 1824, Pr Administrative Analyst; 1825, Prnpl Admin Analyst II;

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?**

None, as there are a limited number of City departments that have expertise in HUD and CoC requirements.

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

A. Explain why civil service classes are not applicable.

These are highly specialized services per the years of experience and scope of work required. There are no existing civil service classifications that can 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, as these services are highly specialized, require extensive experience with HUD and CoC requirements, and are short in duration.

**6. Additional Information**

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
No. Training will not be provided to City 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.  
Yes. It is possible that the incumbent contractor will be selected through the RFP process.

7. **Union Notification:** On 10/01/2018, the Department notified the following employee organizations of this PSC/RFP request:  
Professional & Tech Engrs, Local 21

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

Name: Monique Colon Phone: 4153555230 Email: monique.colon@sfgov.org

Address: 1360 Mission St, Ste. 200 San Francisco, CA 94103

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 42167 - 18/19

DHR Analysis/Recommendation:

action date: 01/07/2019

Commission Approval Required

Approved by Civil Service Commission

01/07/2019 DHR Approved for 01/07/2019

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING Dept. Code: HOM

Type of Request:  Initial  Modification of an existing PSC (PSC # 45935 - 17/18)

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

Type of Service: Planning, coordination, and implementation of CCSF Point in Time Homeless Count

Funding Source: General Fund and Federal Grant Funds

PSC Original Approved Amount: \$200,000 PSC Original Approved Duration: 09/17/18 - 08/31/21 (2 years 49 weeks)

PSC Mod#1 Amount: \$250,000 PSC Mod#1 Duration: 09/01/21-09/16/23 (2 years 2 weeks)

PSC Mod#2 Amount: \$180,000 PSC Mod#2 Duration: 09/01/23-09/30/24 (1 year 2 weeks)

PSC Cumulative Amount Proposed: \$630,000 PSC Cumulative Duration Proposed: 6 years 2 weeks

**1. Description of Work**

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

The City and County of San Francisco's Point-in-Time Homeless Count (Census), which is managed by the Department of Homelessness and Supportive Housing (HSH) and is held in 2019 and 2021, requires planning, coordination, and implementation assistance.

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

The Point in Time (PIT) Count is the only source of nationwide data on sheltered and unsheltered homelessness, and is required by the U.S. Department of Housing and Urban Development (HUD) of all jurisdictions receiving federal Continuum of Care (CoC) grant funding to provide housing and services for individuals and families experiencing homelessness. Currently, the San Francisco CoC receives more than \$32 million in federal funding, a key source of funding for the county's homeless services. San Francisco CoC reports the PIT count findings in their annual funding application to HUD, which helps the federal government better understand the nature and extent of homelessness nationwide. Count data also helps CCSF with strategic planning, capacity building, and advocacy campaigns to prevent and end homelessness. Failure to perform the count would disqualify CCSF's application for federal CoC funding. Failure to receive federal CoC funding would significantly impair the county's ability to achieve its goal to prevent homelessness when possible and to make it rare, brief and one-time.

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.

HSH obtained CSC approval for this service in FY18-19 and subsequent modification in FY20-21.

D. Will the contract(s) be renewed?

TBD based on proposals and selected contractor's performance.

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:

PIT counts are required every two years. This request to extend the PSC to seven years will allow HSH to perform one additional PIT count in 2024, for a total of three PIT counts since the PSC start date in 2018.

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

A. Display all that apply

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

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

Explain the qualifying circumstances:

This service requires unique and highly specialized expertise conducting PIT counts in large urban areas. It also requires expert knowledge of HUD and USICH requirements. The services are short in duration and only required



every other year.

B. Reason for the request for modification:

To extend the PSC duration and amount in order to extend the contract to conduct one final PIT count under the current procurement authority.

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

A. Specify required skills and/or expertise: Successful completion of at least three PIT counts in large urban areas, in compliance with all HUD and United States Interagency Council on Homelessness (USICH) requirements, within the past five years. Three years of experience with volunteer outreach and coordination. Three years of experience with data analysis review and report writing.

B. Which, if any, civil service class(es) normally perform(s) this work? 1823, Senior Administrative Analyst; 1824, Pr Administrative Analyst; 1825, Prnpl Admin Analyst II; 3374, Volunteer/Outreach Coord;

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

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

This service requires unique and highly specialized expertise conducting PIT counts in large urban areas. It also requires expert knowledge of HUD and USICH requirements. The services are short in duration and only required every other year.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No, as the services are highly specialized, short in duration, and only required every other year.

**6. Additional Information**

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

No.

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

No training required.

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

No.

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

No.

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

No.

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

Yes, PSC #45935-17/18 (to be modified by this request)

**7. Union Notification: On 06/23/23, 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: Monique Colon Phone: 4153555230 Email: monique.colon@sfgov.org

Address: 440 Turk Street, San Francisco, CA 94102

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 45935 - 17/18

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 08/07/2023

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

## Choi, Suzanne (HRD)

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**From:** dhr-psccordinator@sfgov.org on behalf of monique.colon@sfgov.org  
**Sent:** Friday, June 23, 2023 2:30 PM  
**To:** Colon, Monique (HOM); ewidth@ifpte21.org; Laxamana, Junko (DBI); WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; l21pscreview@ifpte21.org; DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Modification Request to PSC # 45935 - 17/18 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING -- HOM has submitted a modification request for a Personal Services Contract (PSC) for \$180,000 for services for the period September 1, 2023 – September 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/16032>

Email sent to the following addresses: L21PSCReview@ifpte21.org kschumacher@ifpte21.org tmathews@ifpte21.org wendywong26@yahoo.com WendyWong26@yahoo.com junko.laxamana@sfgov.org ewidth@ifpte21.org

# **Additional Attachment(s)**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE I Dept. Code: HOM

Type of Request: [ ] Initial [x] Modification of an existing PSC (PSC # 45935 - 17/18)

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

Type of Service: Planning, coordination, and implementation of CCSF Point in Time Homeless Count

Funding Source: General Fund and Federal Grant Funds

PSC Original Approved Amount: \$200,000 PSC Original Approved Duration: 09/17/18 - 08/31/21 (2 years 49 w
PSC Mod#1 Amount: \$250,000 PSC Mod#1 Duration: 09/01/21-09/16/23 (2 years 2 weeks)
PSC Mod#2 Amount: PSC Mod#2 Duration:
PSC Cumulative Amount Proposed: \$450,000 PSC Cumulative Duration Proposed: 5 years

1. Description of Work

A. Scope of Work:

The City and County of San Francisco's Point-in-Time Homeless Count (Census), which is managed by the Department of Homelessness and Supportive Housing (HSH) and is held in 2019 and 2021, requires planning, coordination, and implementation assistance.

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

The Point in Time (PIT) Count is the only source of nationwide data on sheltered and unsheltered homelessness, and is required by the U.S. Department of Housing and Urban Development (HUD) of all jurisdictions receiving federal Continuum of Care (CoC) grant funding to provide housing and services for individuals and families experiencing homelessness. Currently, the San Francisco CoC receives more than \$32 million in federal funding, a key source of funding for the county's homeless services. San Francisco CoC reports the PIT count findings in their annual funding application to HUD, which helps the federal government better understand the nature and extent of homelessness nationwide. Count data also helps CCSF with strategic planning, capacity building, and advocacy campaigns to prevent and end homelessness. Failure to perform the count would disqualify CCSF's

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

This service was previously procured through competitive RFP processes administered by the Human Services Agency (HSA). The resulting agreement was authorized by the Civil Service Commission through PSC#2006-08/09. The services were transitioned to HSH upon its creation as a new department in FY16-17. HSH re-procured these services through competitive RFP process in 2018. The resulting agreement was

D. Will the contract(s) be renewed? TBD based on proposals and selected contractor's performance.

2. Union Notification: On 02/12/21, the Department notified the following employee organizations of this PSC/RFP request: Professional & Tech Engrs, Local 21;

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FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 45935 - 17/18

DHR Analysis/Recommendation: 04/05/2021

Commission Approval Required Approved by Civil Service Commission

DHR Approved for 04/05/2021 04/05/2021

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

A. Specify required skills and/or expertise:

Successful completion of at least three PIT counts in large urban areas, in compliance with all HUD and United States Interagency Council on Homelessness (USICH) requirements, within the past five years. Three years of experience with volunteer outreach and coordination. Three years of experience with data analysis review and report writing.

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

3374,1824,1823,1825,

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

No

**4. Why Classified Civil Service Cannot Perform**

A. Explain why civil service classes are not applicable:

This service requires unique and highly specialized expertise conducting PIT counts in large urban areas. It also requires expert knowledge of HUD and USICH requirements. The services are short in duration and only required every other year.

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

No, as the services are highly specialized, short in duration, and only required every other year.

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

**YES NO**

A. Will the contractor directly supervise City and County employee?  YES  NO

B. Will the contractor train City and County employee?  YES  NO  
 Training of employees is not included in the scope of work for this contract.

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

D. Are there federal or state grant requirements regarding the use of contractual services?  YES  NO  
 No.

E. Has a board or commission determined that contracting is the most effective way to provide this service?  YES  NO  
 No.

F. Will the proposed work be completed by a contractor that has a current PSC contract with your department?  YES  NO  
 Yes, PSC #45935-17/18 (to be modified by this request)

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD ON 02/12/21 BY:

Name: Monique Colon Phone: 4153555230 Email: monique.colon@sfgov.org

Address: 440 Turk Street San Francisco, CA 94102

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: HUMAN SERVICES

Dept. Code: DSS

Type of Request:  Initial  Modification of an existing PSC (PSC # 49949 - 18/19)

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

Type of Service: Emergency Bed Placement Services

Funding Source: Local

PSC Original Approved Amount: \$750,000 PSC Original Approved Duration: 07/01/19 - 06/30/25 (6 years 1 day).

PSC Mod#1 Amount: \$550,000 PSC Mod#1 Duration: no duration added

PSC Cumulative Amount Proposed: \$1,300,000 PSC Cumulative Duration Proposed: 6 years 1 day.

**1. Description of Work**

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

The purpose of the contract is to promote the safety and well-being of APS clients through the provision of emergency placement services and supportive personal care services available on a 24-hour basis. The Contractor shall provide a safe and secure placement for Adult Protective Services (APS) clients. The APS program will have access to placement and care to at least two clients, during any given month. For each referred client, provide a private bed within a licensed care facility. The placement will be consistent with licensing requirements set by California's Community Care Licensing Division and will include shelter, food, and assistance with personal care and Activities of Daily Living, as needed, for up to 60 days. Placement must be available on a short notice emergency, for a short-term, and to any APS client whether or not they are in need of medical care.

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

The Contractor shall provide a safe and secure placement for Adult Protective Services (APS) clients. These services are intended to provide emergency assistance during times of distress to seniors and younger adults with disabilities. If denied, this vulnerable population could be left without shelter and proper care.

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

Yes

D. Will the contract(s) be renewed?

The contract will not be renewed after the two year period. A new procurement will be issued.

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

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

A. Display all that apply

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

Explain the qualifying circumstances:

The facility must be licensed by California's Department of Community Care Licensing. Must meet licensing requirements for managing the care of adults and elders with dementia as specified in the California Code of Regulations, Title 22, Section 87705. The facility must have experience providing services for people with cognitive impairment, developmental disabilities, and behavioral health needs.

B. Reason for the request for modification:

We are increasing the contract amount because of the need for more emergency housing.



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

- A. Specify required skills and/or expertise: The facility must be licensed by California's Department of Community Care Licensing. The facilities must provide for individual's needs and emergency placement services to Adult Protective Services (APS) clients who are elders aged 65 or older and adults with disabilities over the age of 18 who are experiencing abuse, neglect, exploitation, or self-neglect. The emergency placement services will provide access to a safe respite bed, meals, and supportive personal care services on a 24-hour basis. The facility must have experience providing services for people with cognitive impairment, developmental disabilities, and behavioral health needs. Must meet licensing requirements for managing the care of adults and elders with dementia as specified in the California Code of Regulations, Title 22, Section 87705.
- B. Which, if any, civil service class(es) normally perform(s) this work? 2904, Human Services Technician;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, the contractor provides a 24-hour residential care facility that is licensed by California's Department of Community Care Licensing.

**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.  
No civil service classes are applicable because the contractor is providing client placement at a licensed residential care facility. The City does not have the required facilities, beds or capacity for immediately available emergency care.
- 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 as the contractor is providing complex services which include managing the care of adults and elders with dementia as well as experience providing services for people with cognitive impairment, developmental disabilities, and behavioral health needs. The contractor is also providing a residential care facility that is licensed by California's Department of Community Care Licensing. The City does not have the required facilities or capacity to perform this work on an emergency and short-term basis.

**6. Additional Information**

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

7. **Union Notification:** On 05/05/23, the Department notified the following employee organizations of this PSC/RFP request:  
SEIU Local 1021; SEIU 1021 Miscellaneous;

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

Name: johanna.gendelman Phone: 415-557-5507 Email: johanna.gendelman@sfgov.org

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

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 49949 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 08/07/2023

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

## Choi, Suzanne (HRD)

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**From:** dhr-psccordinator@sfgov.org on behalf of johanna.gendelman@sfgov.org  
**Sent:** Friday, May 5, 2023 10:40 AM  
**To:** Gendelman, Johanna (HSA); max.porter@seiu1021.org; Laxamana, Junko (DBI); 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; Kbasconcillo@sfgwater.org; pcamarillo\_seiu@sbcglobal.net; Wendy Frigillana; pscreview@seiu1021.org; ted.zarzecki@seiu1021.net; davidmkersten@gmail.com; XiuMin Li; Sin.Yee.Poon@sfgov.org; David Canham; jtanner940@aol.com; Alvarez, Tara (HSA); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Modification Request to PSC # 49949 - 18/19 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The HUMAN SERVICES -- DSS has submitted a modification request for a Personal Services Contract (PSC) for \$550,000 for services for the period May 4, 2023 – June 30, 2025. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

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

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/20266>

Email sent to the following addresses: 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@sfgwater.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 junko.laxamana@sfgov.org max.porter@seiu1021.org

# **Additional Attachment(s)**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: HUMAN SERVICES -- DSS

Dept. Code: DSS

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

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

Type of Service: Emergency Bed Placement Services

Funding Source: Local

PSC Amount: \$750,000

PSC Est. Start Date: 07/01/2019

PSC Est. End Date 06/30/2025

**1. Description of Work**

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

The purpose of the contract is to promote the safety and well-being of APS clients through the provision of emergency placement services and supportive personal care services available on a 24-hour basis. The Contractor shall provide a safe and secure placement for Adult Protective Services (APS) clients. The APS program will have access to placement and care to at least two clients, during any given month. For each referred client, provide a private bed within a licensed care facility. The placement will be consistent with licensing requirements set by California's Community Care Licensing Division and will include shelter, food, and assistance with personal care and Activities of Daily Living, as needed, for up to 60 days. Placement must be available on a short notice emergency, for a short-term, and to any APS client whether or not they are in need of medical care.

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

The Contractor shall provide a safe and secure placement for Adult Protective Services (APS) clients. These services are intended to provide emergency assistance during times of distress to seniors and younger adults with disabilities. If denied, this vulnerable population could be left without shelter and proper care.

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

This service has been provided in the past and is currently being contracted out. The most recent personal services contract approval number is 33376 - 17/18 on June 19, 2018.

D. Will the contract(s) be renewed?

The contract will not be renewed after the two year period. A new procurement will be issued.

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

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

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

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

B. Explain the qualifying circumstances:

The facility must be licensed by California's Department of Community Care Licensing. Must meet licensing requirements for managing the care of adults and elders with dementia as specified in the California Code of Regulations, Title 22, Section 87705. The facility must have experience providing services for people with cognitive impairment, developmental disabilities, and behavioral health needs.

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

- A. Specify required skills and/or expertise: The facility must be licensed by California’s Department of Community Care Licensing. The facilities must provide for individual’s needs and emergency placement services to Adult Protective Services (APS) clients who are elders aged 65 or older and adults with disabilities over the age of 18 who are experiencing abuse, neglect, exploitation, or self-neglect. The emergency placement services will provide access to a safe respite bed, meals, and supportive personal care services on a 24-hour basis. The facility must have experience providing services for people with cognitive impairment, developmental disabilities, and behavioral health needs. Must meet licensing requirements for managing the care of adults and elders with dementia as specified in the California Code of Regulations, Title 22, Section 87705.
- B. Which, if any, civil service class(es) normally perform(s) this work? 2904, Human Services Technician;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, the contractor provides a 24-hour residential care facility that is licensed by California’s Department of Community Care Licensing.

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

These services cannot be provided through any City resources as the services require a residential care facility that is licensed by California’s Department of Community Care Licensing. The City does not have the required facilities, beds or capacity for immediately available emergency care.

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

- A. Explain why civil service classes are not applicable.  
No civil service classes are applicable because the contractor is providing client placement at a licensed residential care facility. The City does not have the required facilities, beds or capacity for immediately available emergency care.
- 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 as the contractor is providing complex services which include managing the care of adults and elders with dementia as well as experience providing services for people with cognitive impairment, developmental disabilities, and behavioral health needs. The contractor is also providing a residential care facility that is licensed by California’s Department of Community Care Licensing. The City does not have the required facilities or capacity to perform this work on an emergency and short-term basis.

**6. Additional Information**

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

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

**7. Union Notification:** On 03/23/2021, the Department notified the following employee organizations of this PSC/RFP request:  
SEIU 1021 Miscellaneous; 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: Esperanza Zapien Phone: 557-5657 Email: esperanza.zapien@sfgov.org

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 49949 - 18/19

DHR Analysis/Recommendation:

action date: 08/05/2019

Commission Approval Required

Approved by Civil Service Commission

08/05/2019 DHR Approved for 08/05/2019



PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH

Dept. Code: DPH

Type of Request:  Initial  Modification of an existing PSC (PSC # 41591 - 17/18)

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

Type of Service: Comprehensive Patient Billing Statement Services

Funding Source: General Funds

PSC Original Approved Amount: \$8,000,000 PSC Original Approved Duration: 03/01/18 - 02/28/22 (4 years)

PSC Mod#1 Amount: no amount added PSC Mod#1 Duration: 06/01/18-05/31/23 (1 year 13 weeks)

PSC Mod#2 Amount: no amount added PSC Mod#2 Duration: 06/01/23-12/31/29 (6 years 30 weeks)

PSC Cumulative Amount Proposed: \$8,000,000 PSC Cumulative Duration Proposed: 11 years 44 weeks

**1. Description of Work**

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

Contractor will provide a comprehensive patient billing statement solution (software). Services will include all necessary linkages to the Department's new Electronic Health Record (EHR) system, billing statement generation and distribution, ability for the City to manage and monitor all aspects of the service through an integrated application or service, and as-needed project management services during the implementation and post go-live period.

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

This service is necessary in order to continue the generation of patient billing statements so that the Department can notify patients and clients of the cost of services rendered. If the Department cannot generate patient billing statements, it will be unable to collect sufficient revenue to continue operations.

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

Services have been provided in the past through earlier PSC request. See 41591 - 17/18

D. Will the contract(s) be renewed?

Yes.

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

The duration is in excess of five years, because there is an ongoing need for these services. The vendor provides an integrated end to end solution for patient billing statements which includes creation of the bill from data the originates in the EHR, all required compliant software, and distribution of the actual "paper" billing statement to patients. All services are done in a HIPAA compliant manner. In addition, the volume of services is low volume.

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

A. Display all that apply

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

Explain the qualifying circumstances:

Civil services classes are not applicable because the services require an integrated approach of technology, professional services, and infrastructure. The City does not have this capacity and it would be impractical for the City to develop it.

B. Reason for the request for modification:

To extend the PSC to accommodate a new RFP award, This is a no cost extension to continue services for the new initial term as awarded in from the RFP. The amount of the PSC is unchanged.

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

- A. Specify required skills and/or expertise: Through a Request For Proposals process, the Department has chosen Epic Systems to provide the software system solution for the Department's new Electronic Health Record (EHR) system, which will comprehensively integrate scores of existing systems and achieve compliance with federal regulations governing health care information. The contractor must have a proven, off-the-shelf solution to interface with the Epic EHR platform, and all of the facilities and equipment needed to generate and distribute paper and/or electronic patient billing statements.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1054, IS Business Analyst-Principal; 1823, Senior Administrative Analyst; 1824, Pr Administrative Analyst; 0922, Manager I; 0923, Manager II; 0931, Manager III;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. The contractor will provide all of the software needed to interface with the new Electronic Health Record system, and all of the equipment and facilities needed for the efficient distribution of patient statements to patients.

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

Not Applicable

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

- A. Explain why civil service classes are not applicable.  
Civil services classes are not applicable because the services require an integrated approach of technology, professional services, and infrastructure. The City does not have this capacity and it would be impractical for the City to develop it.
- 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. In order for the City to perform this work, it would need to develop in-house, customized software and procedures to generate patient statements, which would be impractical, notwithstanding any adoption of a new civil service class.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
The purpose of this PSC is not to train civil service staff, however, staff will be able to gain knowledge in the area of modern interface design and file transfer protocols, and will also be able to further their skills in the area of patient statement generation and distribution techniques.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.

No.

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

No.

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

No.

**7. Union Notification:** On 06/26/23, the Department notified the following employee organizations of this PSC/RFP request:  
Professional & Tech Engrs, SFAPP; Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21; Municipal Executive Association; Management & Superv Local 21; Architect & Engineers, Local 21;

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

Name: Kelly Hiramoto Phone: 415-255-3492 Email: kelly.hiramoto@sfdph.org

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 41591 - 17/18

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 08/07/2023

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

## Choi, Suzanne (HRD)

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**From:** dhr-psccordinator@sfgov.org on behalf of kelly.hiramoto@sfdph.org  
**Sent:** Monday, June 26, 2023 10:10 AM  
**To:** Hiramoto, Kelly (DPH); amakayan@ifpte21.org; andrea@sfmea.com; Laxamana, Junko (DBI); Criss@sfmea.com; christina@sfmea.com; staff@sfmea.com; dho@ifpte21.org; ewallace@ifpte21.org; ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; kpage@ifpte21.org; eerbach@ifpte21.org; l21pscreview@ifpte21.org; Li, Joanna (DPH); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Modification Request to PSC # 41591 - 17/18 - 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 \$0 for services for the period June 1, 2023 – December 31, 2029. 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/17455>

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 ewallace@ifpte21.org dho@ifpte21.org staff@sfmea.com Christina@sfmea.com Criss@SFMEA.com junko.laxamana@sfgov.org andrea@sfmea.com amakayan@ifpte21.org

# **Additional Attachment(s)**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH

Dept. Code: DPH

Type of Request:  Initial  Modification of an existing PSC (PSC # 41591 - 17/18)

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

Type of Service: Comprehensive Patient Billing Statement Services

Funding Source: General Funds

PSC Original Approved Amount: \$8,000,000 PSC Original Approved Duration: 03/01/18 - 02/28/22 (4 years)

PSC Mod#1 Amount: no amount added PSC Mod#1 Duration: 06/01/18-05/31/23 (1 year 13 weeks)

PSC Cumulative Amount Proposed: \$8,000,000 PSC Cumulative Duration Proposed: 5 years 13 weeks

**1. Description of Work**

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

Contractor will provide a comprehensive patient billing statement solution (software). Services will include all necessary linkages to the Department's new Electronic Health Record (EHR) system, billing statement generation and distribution, ability for the City to manage and monitor all aspects of the service through an integrated application or service, and as-needed project management services during the implementation and post go-live period.

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

This service is necessary in order to continue the generation of patient billing statements so that the Department can notify patients and clients of the cost of services rendered. If the Department cannot generate patient billing statements, it will be unable to collect sufficient revenue to continue operations.

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

Services have been provided in the past through earlier PSC request. See 41591 - 17/18

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

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

Explain the qualifying circumstances:

Civil services classes are not applicable because the services require an integrated approach of technology, professional services, and infrastructure. The City does not have this capacity and it would be impractical for the City to develop it.

B. Reason for the request for modification:

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

- A. Specify required skills and/or expertise: Through a Request For Proposals process, the Department has chosen Epic Systems to provide the software system solution for the Department's new Electronic Health Record (EHR) system, which will comprehensively integrate scores of existing systems and achieve compliance with federal regulations governing health care information. The contractor must have a proven, off-the-shelf solution to interface with the Epic EHR platform, and all of the facilities and equipment needed to generate and distribute paper and/or electronic patient billing statements.
- B. Which, if any, civil service class(es) normally perform(s) this work? 1054, IS Business Analyst-Principal; 1823, Senior Administrative Analyst; 1824, Pr Administrative Analyst; 0922, Manager I; 0923, Manager II; 0931, Manager III;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. The contractor will provide all of the software needed to interface with the new Electronic Health Record system, and all of the equipment and facilities needed for the efficient distribution of patient statements to patients.

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

Not Applicable

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

- A. Explain why civil service classes are not applicable.  
Civil services classes are not applicable because the services require an integrated approach of technology, professional services, and infrastructure. The City does not have this capacity and it would be impractical for the City to develop it.
- 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. In order for the City to perform this work, it would need to develop in-house, customized software and procedures to generate patient statements, which would be impractical, notwithstanding any adoption of a new civil service class.

**6. Additional Information**

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



The purpose of this PSC is not to train civil service staff, however, staff will be able to gain knowledge in the area of modern interface design and file transfer protocols, and will also be able to further their skills in the area of patient statement generation and distribution techniques.

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

**7. Union Notification:** On 12/21/21, the Department notified the following employee organizations of this PSC/RFP request:

Professional & Tech Engrs, SFAPP; Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21; Municipal Executive Association; Management & Superv Local 21; Architect & Engineers, Local 21;

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

Name: Kelly Hiramoto Phone: 415-255-3492 Email: kelly.hiramoto@sfdph.org

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

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 41591 - 17/18

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 12/29/2021

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH -- DPH

Dept. Code: DPH

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

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

Type of Service: Comprehensive Patient Billing Statement Services

Funding Source: General Funds

PSC Duration: 4 years

PSC Amount: \$8,000,000

**1. Description of Work**

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

Contractor will provide a comprehensive patient billing statement solution (software). Services will include all necessary linkages to the Department's new Electronic Health Record (EHR) system, billing statement generation and distribution, ability for the City to manage and monitor all aspects of the service through an integrated application or service, and as-needed project management services during the implementation and post go-live period.

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

This service is necessary in order to continue the generation of patient billing statements so that the Department can notify patients and clients of the cost of services rendered. If the Department cannot generate patient billing statements, it will be unable to collect sufficient revenue to continue operations.

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

The services are currently provided under PSC 4167 - 09/10.

D. Will the contract(s) be renewed?

Yes.

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

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

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

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

B. Explain the qualifying circumstances:

Civil services classes are not applicable because the services require an integrated approach of technology, professional services, and infrastructure. The City does not have this capacity and it would be impractical for the City to develop it.

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

A. Specify required skills and/or expertise: Through a Request For Proposals process, the Department has chosen Epic Systems to provide the software system solution for the Department's new Electronic

Health Record (EHR) system, which will comprehensively integrate scores of existing systems and achieve compliance with federal regulations governing health care information. The contractor must have a proven, off-the-shelf solution to interface with the Epic EHR platform, and all of the facilities and equipment needed to generate and distribute paper and/or electronic patient billing statements.

- B. Which, if any, civil service class(es) normally perform(s) this work? 1054, IS Business Analyst-Principal; 1823, Senior Administrative Analyst; 1824, Pr Administrative Analyst; 0922, Manager I; 0923, Manager II; 0931, Manager III;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. The contractor will provide all of the software needed to interface with the new Electronic Health Record system, and all of the equipment and facilities needed for the efficient distribution of patient statements to patients.

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

Department and other City IT and management staff are considerably involved with all aspects of the new DPH EHR, however, the City does not have the capacity to create a comparable solution which will comply with federal health information regulations and provide the services needed.

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

- A. Explain why civil service classes are not applicable.  
Civil services classes are not applicable because the services require an integrated approach of technology, professional services, and infrastructure. The City does not have this capacity and it would be impractical for the City to develop it.
- 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. In order for the City to perform this work, it would need to develop in-house, customized software and procedures to generate patient statements, which would be impractical, notwithstanding any adoption of a new civil service class.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.  
No. The purpose of this PSC is not to train civil service staff, however, staff will be able to gain knowledge in the area of modern interface design and file transfer protocols, and will also be able to further their skills in the area of patient statement generation and distribution techniques.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.

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

7. **Union Notification:** On 02/07/2018, the Department notified the following employee organizations of this PSC/RFP request:  
Architect & Engineers, Local 21; Management & Superv Local 21; Municipal Executive Association; Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21; Professional & Tech Engrs, SFAPP

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

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

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

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 41591 - 17/18

DHR Analysis/Recommendation:

action date: 04/16/2018

Commission Approval Required

Approved by Civil Service Commission

04/16/2018 DHR Approved for 04/16/2018

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH

Dept. Code: DPH

Type of Request:  Initial  Modification of an existing PSC (PSC # 42517 - 18/19)

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

Type of Service: Medical Credentialing-Privileging Software Hosting & Related Services

Funding Source: General Fund

PSC Original Approved Amount: \$1,750,000 PSC Original Approved Duration: 02/01/19 - 01/31/24 (5 years)

PSC Mod#1 Amount: \$2,100,000 PSC Mod#1 Duration: 09/01/23-08/31/28 (4 years 30 weeks)

PSC Cumulative Amount Proposed: \$3,850,000 PSC Cumulative Duration Proposed: 9 years 30 weeks

**1. Description of Work**

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

The contractor(s) will provide fully hosted, web-based software and its support to enable credentialing and privileging of medical services providers and employees for the Department of Public Health (DPH). Support will include project management, design, programming, testing, documentation, and system integration services.

**Scope Change**

In addition to credential and privileging checks, the department is required to conduct health background check of all community care license applicants, community care licensees, adult residents, volunteers, and employees who have contract with clients in a health organization.

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

In order to maintain compliance with federal and State regulations and continue receipt of funding, DPH is required to ensure that the medical services providers in its facilities and DPH employees who provide medical services and support have the proper credentials, are properly authorized or licensed to perform their duties, and are not excluded from participation in any programs which would affect their duties, including reimbursement programs such as Medi-Cal. DPH staff responsible for these critical duties require up-to-the-minute information and analysis of that is now typically provided through software. Denial will lead to being out of compliance and being unable to serve clients/patients, with resulting loss of revenue from federal and State reimbursements, requiring replacement by General Fund monies.

**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 42517 - 18/19

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

Yes, as the need for services continues.

**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 first year will include phase implementation, testing, and on-going maintenance to ensure the solution is credentialing and privileging effectively. The initial rollout will be to credential and privilege network providers (doctors, nurses, physicians, etc. ), other departments in Public Health (Human Resources, Administration, etc.) will be later added, so the additional time will be needed. This specialized solution will be needed ongoing as all staff will periodically be checked and rechecked.

**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 contractor will provide a fully hosted (web-based) application. The contractor will provide all hardware and a secured location to host the application, as well as ongoing maintenance as support, on an as-needed basis.

B. Reason for the request for modification:

To extend the duration and amount to align with the anticipated term of the contract.

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

A. Specify required skills and/or expertise: Ability to provide a credentialing and privileging software application solution which is remotely hosted (web-based) and all system upgrades and maintenance. The application must be able to interface with all applications in use by the Department as needed, must follow all current Department network and application security protocols for protection and safeguarding of Personally Identifiable Information (PII), and as required, must also follow standard regulatory and security protocols to protect Protected Health Information (PHI). The application must seamlessly check numerous third party databases and lists to verify credentials and privileging rights, including exclusion status.

B. Which, if any, civil service class(es) normally perform(s) this work? 1042, IS Engineer-Journey; 1043, IS Engineer-Senior; 1052, IS Business Analyst; 1053, IS Business Analyst-Senior; 1054, IS Business Analyst-Principal; 1061, IS Program Analyst-Assistant; 1062, IS Programmer Analyst;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, the contractor will provide a fully hosted (web-based) application. The contractor will provide all hardware and a secured location to host the application, as well as ongoing maintenance as support, on an as-needed basis.

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

Civil service classes are not applicable because it is not feasible for the Department to design and implement a fully functional and comprehensive remotely hosted credentialing and privileging application. The software needed is highly specialized and civil service classes do not possess the necessary resources to develop and provide ongoing support for a commercially available application since such ongoing support is typically provided by the manufacturer of the software in order to ensure compliance with all warranties and performance standards.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No, due to the proprietary nature of the information systems and the specific knowledge required to bring this new technology to full production status in the DPH environment.

**6. Additional Information**

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

- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not. City staff will have the opportunity to learn industry best practices in a given field and the use of the new application. Employees who may receive training would be varied depending on the specific project, and could include the IS Engineer series 1042, 1043, 1052, 1053, and Credentialing Analysts 2107 and Credentialing Specialist 2106 1054; Project Managers series 5502, 5504, 5506, and 5508; and Manager classifications 0923 and 0931
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

7. **Union Notification:** On 07/05/23, the Department notified the following employee organizations of this PSC/RFP request:  
Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21;

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

Name: Kelly Hiramoto Phone: 415-255-3492 Email: kelly.hiramoto@sfdph.org

Address: 1380 Howard Street #421b, San Francisco, CA 94103

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 42517 - 18/19

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 08/07/2023

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



## Receipt of Modification Request to PSC # 42517 - 18/19 - MODIFICATIONS

dhr-psccordinator@sfgov.org

on behalf of

kelly.hiramoto@sfdph.org

Wed 7/5/2023 11:27 AM

To:Hiramoto, Kelly (DPH) <kelly.hiramoto@sfdph.org>;Laxamana, Junko (DBI) <Junko.Laxamana@sfgov.org>;agarza@ifpte21.org <agarza@ifpte21.org>;ewallace@ifpte21.org <ewallace@ifpte21.org>;WendyWong26@yahoo.com <WendyWong26@yahoo.com>;WendyWong26@yahoo.com <WendyWong26@yahoo.com>;tmathews@ifpte21.org <tmathews@ifpte21.org>;kschumacher@ifpte21.org <kschumacher@ifpte21.org>;amakayan@ifpte21.org <amakayan@ifpte21.org>;l21pscreview@ifpte21.org <l21pscreview@ifpte21.org>;LokUng, Muki (DPH) <muki.lokung@sfdph.org>;DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>

PSC RECEIPT of Modification notification sent to Unions and DHR

The PUBLIC HEALTH -- DPH has submitted a modification request for a Personal Services Contract (PSC) for \$2,100,000 for services for the period September 1, 2023 – August 31, 2028. 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/21044>

Email sent to the following addresses: L21PSCReview@ifpte21.org  
amakayan@ifpte21.org kschumacher@ifpte21.org tmathews@ifpte21.org  
wendywong26@yahoo.com WendyWong26@yahoo.com ewallace@ifpte21.org  
agarza@ifpte21.org junko.laxamana@sfgov.org

# **Additional Attachment(s)**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH -- DPH

Dept. Code: DPH

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

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

Type of Service: Medical Credentialing-Privileging Software Hosting & Related Services

Funding Source: General Fund

PSC Duration: 5 years

PSC Amount: \$1,750,000

**1. Description of Work**

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

The contractor(s) will provide fully hosted, web-based software and its support to enable credentialing and privileging of medical services providers and employees for the Department of Public Health (DPH). Support will include project management, design, programming, testing, documentation, and system integration services.

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

In order to maintain compliance with federal and State regulations and continue receipt of funding, DPH is required to ensure that the medical services providers in its facilities and DPH employees who provide medical services and support have the proper credentials, are properly authorized or licensed to perform their duties, and are not excluded from participation in any programs which would affect their duties, including reimbursement programs such as Medi-Cal. DPH staff responsible for these critical duties require up-to-the-minute information and analysis of that is now typically provided through software. Denial will lead to being out of compliance and being unable to serve clients/patients, with resulting loss of revenue from federal and State reimbursements, requiring replacement by General Fund monies.

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

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

D. Will the contract(s) be renewed?

Yes, as the need for services continues.

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 first year will include phase implementation, testing, and on-going maintenance to ensure the solution is credentialing and privileging effectively. The initial rollout will be to credential and privilege network providers (doctors, nurses, physicians, etc. ), other departments in Public Health (Human Resources, Administration, etc.) will be later added, so the additional time will be needed. This specialized solution will be needed ongoing as all staff will periodically be checked and rechecked.

**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 contractor will provide a fully hosted (web-based) application. The contractor will provide all hardware and a secured location to host the application, as well as ongoing maintenance as support, on an as-needed basis.

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

A. Specify required skills and/or expertise: Ability to provide a credentialing and privileging software application solution which is remotely hosted (web-based) and all system upgrades and maintenance. The application must be able to interface with all applications in use by the Department as needed, must follow all current Department network and application security protocols for protection and safeguarding of Personally Identifiable Information (PII), and as required, must also follow standard regulatory and security protocols to protect Protected Health Information (PHI). The application must seamlessly check numerous third party databases and lists to verify credentials and privileging rights, including exclusion status.

B. Which, if any, civil service class(es) normally perform(s) this work? 1042, IS Engineer-Journey; 1043, IS Engineer-Senior; 1052, IS Business Analyst; 1053, IS Business Analyst-Senior; 1054, IS Business Analyst-Principal; 1061, IS Program Analyst-Assistant; 1062, IS Programmer Analyst;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, the contractor will provide a fully hosted (web-based) application. The contractor will provide all hardware and a secured location to host the application, as well as ongoing maintenance as support, on an as-needed basis.

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

It is not feasible for the Department to design and implement a fully functional and comprehensive remotely hosted credentialing and privileging application from inception to operation, i.e., "from scratch." Department IT staff will be trained on the new platform, and will monitor and provide as-needed support of the application to ensure that it meets all current and future Department specific requirements. In addition, Department staff will have the opportunity to learn current industry best practices in the provision of hosted applications.

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

A. Explain why civil service classes are not applicable.

Civil service classes are not applicable because it is not feasible for the Department to design and implement a fully functional and comprehensive remotely hosted credentialing and privileging application. The software needed is highly specialized and civil service classes do not possess the necessary resources to develop and provide ongoing support for a commercially available application since such ongoing support is typically provided by the manufacturer of the software in order to ensure compliance with all warranties and performance standards.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, due to the proprietary nature of the information systems and the specific knowledge required to bring this new technology to full production status in the DPH environment.

**6. Additional Information**

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

- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not. Yes. City staff will have the opportunity to learn industry best practices in a given field and the use of the new application. Employees who may receive training would be varied depending on the specific project, and could include the IS Engineer series 1042, 1043, 1052, 1053, and Credentialing Analysts 2107 and Credentialing Specialist 2106 1054; Project Managers series 5502, 5504, 5506, and 5508; and Manager classifications 0923 and 0931
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

**7. Union Notification:** On 01/04/2019, the Department notified the following employee organizations of this PSC/RFP request:  
Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21

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

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

Address: 1380 Howard Street #421b San Francisco, CA 94103

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 42517 - 18/19

DHR Analysis/Recommendation:

action date: 03/04/2019

Commission Approval Required

Approved by Civil Service Commission

03/04/2019 DHR Approved for 03/04/2019

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION

Dept. Code: PUC

Type of Request:  Initial  Modification of an existing PSC (PSC # 47839 - 19/20)

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

Type of Service: Required 3rd party calibration & maintenance services for revenue meters of the SFPUC (3717).

Funding Source: Water Enterprise Operating Budget

PSC Original Approved Amount: \$1,050,000 PSC Original Approved Duration: 04/01/20 - 04/01/22 (2 years)

PSC Mod#1 Amount: \$230,380 PSC Mod#1 Duration: 10/28/21-12/31/23 (1 year 39 weeks)

PSC Mod#2 Amount: \$2,319,620 PSC Mod#2 Duration: 06/27/23-12/05/27 (3 years 48 weeks)

PSC Cumulative Amount Proposed: \$3,600,000 PSC Cumulative Duration Proposed: 7 years 35 weeks

**1. Description of Work**

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

The work is calibrating and maintaining important water meters of the Hetch Hetchy regional water transmission system. The purpose of the work is to maintain accurate and reliable meter reads used for water accounting purposes. The work includes calibrating, inspecting, cleaning, and maintaining the system meters and related instruments used.

The primary objective of all calibration activities is to ensure meter-signal accuracy and consistency carries through from the field located secondary metering equipment, through all remote transmitting units and field programmable logic controllers, through the SFPUC SCADA system, to the final remote operational display.

The work often includes entering confined spaces to use special testing equipment to certify instrument accuracy. Work on each meter is documented and calibration certificates presented. Reporting includes site field notes, calibration notes and metering site instrument inventories. As needed, the work will involve diagnosing problems, identifying failed instruments, and performing parts replacement.

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

The primary reason this work is performed under contract is to abide by an explicit requirement of the 2009 Water Supply Agreement (WSA) between the City and County of San Francisco (CCSF) and its' Wholesale Customers (the wholesale customers are organized under the Bay Area Water Supply and Conservation Agency (BAWSCA)). The WSA is a 25-year agreement which among other things requires that CCSF, through the SF Public Utilities Commission (SFPUC), hire and have available an independent metering consultant to calibrate and maintain its regional water system meters. This is important because the data from the calibrated meters is used to apportion over \$100 million dollars in annual system operations costs between CCSF and its wholesale customers (WSA Article 5 Wholesale Revenue Requirement, 5.02 General Principals). The metering data is used to calculate the share of annual water operations cost owed by the City and owed by the wholesale customers. To ensure impartiality in determining the share each party pays, the City and BAWSCA deemed it important to memorialize in the WSA a requirement to have an impartial third party maintain the meters and certify their accuracy. If this contract were denied, then the SFPUC would be in violation of its agreement to abide by the

specific mandates of its' Water Supply Agreement (WSA, 2009) which explicitly spells out how and when and by whom the system meters are to be calibrated and maintained. Failure to uphold the tenants of the agreement would likely result in a law suit.

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 47839 - 19/20

D. Will the contract(s) be renewed?

No.

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

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

A. Display all that apply

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

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

Explain the qualifying circumstances:

The reasons for this PSC request are because the contracted services (meter calibrations and maintenance) are required on a periodic basis as legally required per the 2009 Water Supply Agreement between the CCSF and its Wholesale Customers (WSA). The WSA is a 25-year binding agreement which requires a contract be in place for an impartial, independent third party to maintain and calibrate revenue meters located across the regional water system. These meters are used to apportion annual system operations costs totaling over \$100 million dollars. Apportioning the cost based on water usage recorded by these meters determines the share each party must pay. The two parties are the CCSF and the Wholesale Customers of the SFPUC. The WSA precludes Civil Service staff from performing the work due to the potential conflict of interest, or a perception of a conflict of interest. To avoid the conflict which could arise from having one entity with sole control over how the revenue meters are calibrated an independent contract for calibration services is required. Attached are the pertinent sections of the 2009 Water Supply Agreement (WSA), the sections relevant to this PSC are: • WSA page 21, Article 3, Section 3.14, D. Measurement of Water • WSA page 34, Article 5, Wholesale Revenue Requirement • WSA, Attachment J, page 18, Section D, 3. Components of the Calibration and Maintenance Work The 2009 Water Supply Agreement in its entirety is available on request, contact John Chester 650-871-2027.

B. Reason for the request for modification:

Contract to extend by four years from the initial two-year term and the amount increased to \$3.6 million.

The modification is for needed continuation of work calibrating and maintaining important water meters of the Hetch Hetchy regional water transmission system.

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

A. Specify required skills and/or expertise: Required skills for this scope include experience in electronic instrumentation maintenance related to water flow instrumentation. This work requires practical knowledge and experience in SCADA/HMI/PLC programming, cost estimating and project management, instrumentation and process control, and field technical services experience. In addition, experience with hydraulic engineering and drafting as well as technical writing is required.

B. Which, if any, civil service class(es) normally perform(s) this work? 1042, IS Engineer-Journey; 7318, Electronic Maintenance Tech;

- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. The contract requires the following instruments which the City does not have, the items are: 1) NIST Certified Deadweight Tester, this instrument is a calibration standard that uses the principal of pressure balance to calibrate pressure measuring devices such as venturi meter instrumentation and water level pressure transducers, 2) pitot tube insertion flow meters (up to 3 tubes capable of accurately measuring flow in various sized pipes up to 96" diameter) the pitot tube must be certified for accuracy by an accredited lab and have the ability to be inserted into an active pressurized water transmission pipeline, and, 3) a field differential pressure transmitter and data logger capable of being remotely powered and connected to the pitot tube.

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

Not Applicable

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

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

The primary reason the scope cannot be performed by civil service staff is due to an explicit requirement of the 2009 Water Supply Agreement (WSA) between the City and County of San Francisco (CCSF) and its' Wholesale Customers. The WSA is a 25-year agreement which among other things explicitly requires that CCSF, through the SF Public Utilities Commission (SFPUC), hire and have available an independent metering consultant to calibrate, maintain, and certify the accuracy of its regional water system meters. Having an impartial third-party contract maintaining meter accuracy establishes trust between the SFPUC and its Wholesale Customers. This trust is important because the meter data is used to apportion over \$100 million dollars annually in shared costs between CCSF and its Wholesale Customers. The meters are integral to calculations that determine the shared costs each party must pay to operate the Hetch Hetchy Regional Water System.

- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. A new civil service class is not necessary to perform this work. There are existing Civil Service classifications that can and do work on meter instrumentation. The reason the existing civil service classes do not perform the work called for in the meter calibration contract is due to explicit language in the 25-year agreement (2009 Water Supply Agreement between CCSF and its Wholesale Customers (WSA)) which states that meter calibrations be performed under contract. This requirement ensures impartiality in the calibration results and instills trust between CCSF and its Wholesale Customers.

**6. Additional Information**

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

- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.  
No. The contractor will not provide formal training to CCSF employees. CCSF employees often assist the contractor in accessing meter locations and provide pertinent information on meter instrumentation and meter use. CCSF employees are free to ask the contractor questions on calibration techniques and instruments. The 2009 Water Supply Agreement (WSA) explicitly requires that CCSF hire and have available an independent metering consultant to calibrate, maintain, and certify accuracy of its regional water system meters. There is no formal training provision listed in the WSA.

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

Yes, in 1984 the CCSF and its suburban wholesale customers settled a legal dispute that included among other things the means and methods by which water operations cost would be shared based on proportional water use. This 1984 settlement agreement was the first 25-year agreement which required an independent, non-city entity to certify meter accuracy in determining proportional water use. In 2009 a second 25-year Water Sales Agreement (WSA) between CCSF and its Wholesale Customers was negotiated and put into effect. Water deliveries measured by the subject meters of the contract determine the portion



each entity - CCSF and Wholesale Customers - must pay of the over \$100 million annual regional water operation expenses.

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

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

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

**7. Union Notification:** On 06/29/23, the Department notified the following employee organizations of this PSC/RFP request:  
Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21; Electrical Workers, Local 6; 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: Shawndrea Hale Phone: (415) 551-4540 Email: shale@sfgwater.org

Address: 525 Golden Gate Avenue 8th Floor, San Francisco, CA 94103

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 47839 - 19/20

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 08/07/2023

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

**From:** [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org) on behalf of [shale@sfgov.org](mailto:shale@sfgov.org)  
**To:** [Hale, Shawndrea M.](mailto:Hale,Shawndrea.M.); [junko.laxamana@sfgov.org](mailto:junko.laxamana@sfgov.org); [amakayan@ifpte21.org](mailto:amakayan@ifpte21.org); [oashworth@ibew6.org](mailto:oashworth@ibew6.org); [dho@ifpte21.org](mailto:dho@ifpte21.org); [ewallace@ifpte21.org](mailto:ewallace@ifpte21.org); [ecassidy@ifpte21.com](mailto:ecassidy@ifpte21.com); [WendyWong26@yahoo.com](mailto:WendyWong26@yahoo.com); [wendywong26@yahoo.com](mailto:wendywong26@yahoo.com); [tmathews@ifpte21.org](mailto:tmathews@ifpte21.org); [kschumacher@ifpte21.org](mailto:kschumacher@ifpte21.org); [kpage@ifpte21.org](mailto:kpage@ifpte21.org); [eerbach@ifpte21.org](mailto:eerbach@ifpte21.org); [L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org); [dhr-psccordinator@sfgov.org](mailto:dhr-psccordinator@sfgov.org)  
**Subject:** Receipt of Modification Request to PSC # 47839 - 19/20 - MODIFICATIONS  
**Date:** Thursday, June 29, 2023 9:53:05 AM

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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.

PSC RECEIPT of Modification notification sent to Unions and DHR

The PUBLIC UTILITIES COMMISSION -- PUC has submitted a modification request for a Personal Services Contract (PSC) for \$2,319,620 for services for the period June 27, 2023 – December 5, 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/17483>

Email sent to the following addresses: [L21PSCReview@ifpte21.org](mailto:L21PSCReview@ifpte21.org)  
[eerbach@ifpte21.org](mailto:eerbach@ifpte21.org) [kpage@ifpte21.org](mailto:kpage@ifpte21.org) [kschumacher@ifpte21.org](mailto:kschumacher@ifpte21.org)  
[tmathews@ifpte21.org](mailto:tmathews@ifpte21.org) [wendywong26@yahoo.com](mailto:wendywong26@yahoo.com) [WendyWong26@yahoo.com](mailto:WendyWong26@yahoo.com)  
[ecassidy@ifpte21.com](mailto:ecassidy@ifpte21.com) [ewallace@ifpte21.org](mailto:ewallace@ifpte21.org) [dho@ifpte21.org](mailto:dho@ifpte21.org) [oashworth@ibew6.org](mailto:oashworth@ibew6.org)  
[amakayan@ifpte21.org](mailto:amakayan@ifpte21.org) [junko.laxamana@sfgov.org](mailto:junko.laxamana@sfgov.org)

# **Additional Attachment(s)**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC UTILITIES COMMISSION

Dept. Code: PUC

Type of Request:  Initial  Modification of an existing PSC (PSC # 47839 - 19/20)

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

Type of Service: Required 3rd party calibration & maintenance services for revenue meters of the SFPUC (3717).

Funding Source: Water Enterprise Operating Budget

PSC Original Approved Amount: \$1,050,000 PSC Original Approved Duration: 04/01/20 - 04/01/22 (2 years)

PSC Mod#1 Amount: \$230,380 PSC Mod#1 Duration: 10/28/21-12/31/23 (1 year 39 weeks)

PSC Cumulative Amount Proposed: \$1,280,380 PSC Cumulative Duration Proposed: 3 years 39 weeks

**1. Description of Work**

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

The work is calibrating and maintaining important water meters of the Hetch Hetchy regional water transmission system. The purpose of the work is to maintain accurate and reliable meter reads used for water accounting purposes. The work includes calibrating, inspecting, cleaning, and maintaining the system meters and related instruments used.

The primary objective of all calibration activities is to ensure meter-signal accuracy and consistency carries through from the field located secondary metering equipment, through all remote transmitting units and field programmable logic controllers, through the SFPUC SCADA system, to the final remote operational display.

The work often includes entering confined spaces to use special testing equipment to certify instrument accuracy. Work on each meter is documented and calibration certificates presented. Reporting includes site field notes, calibration notes and metering site instrument inventories. As needed, the work will involve diagnosing problems, identifying failed instruments, and performing parts replacement.

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

The primary reason this work is performed under contract is to abide by an explicit requirement of the 2009 Water Supply Agreement (WSA) between the City and County of San Francisco (CCSF) and its' Wholesale Customers (the wholesale customers are organized under the Bay Area Water Supply and Conservation Agency (BAWSCA)). The WSA is a 25-year agreement which among other things requires that CCSF, through the SF Public Utilities Commission (SFPUC), hire and have available an independent metering consultant to calibrate and maintain its regional water system meters. This is important because the data from the calibrated meters is used to apportion over \$100 million dollars in annual system operations costs between CCSF and its wholesale customers (WSA Article 5 Wholesale Revenue Requirement, 5.02 General Principals). The metering data is used to calculate the share of annual water operations cost owed by the City and owed by the wholesale customers. To ensure impartiality in determining the share each party pays, the City and BAWSCA deemed it important to memorialize in the WSA a requirement to have an impartial third party maintain the meters and certify their accuracy. If this contract were denied, then the SFPUC would be in violation of its agreement to abide by the specific mandates of its' Water Supply Agreement (WSA, 2009) which explicitly spells out how and when and

by whom the system meters are to be calibrated and maintained. Failure to uphold the tenants of the agreement would likely result in a law suit.

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 47839 - 19/20

D. Will the contract(s) be renewed?

No.

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

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

A. Display all that apply

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

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

Explain the qualifying circumstances:

The reasons for this PSC request are because the contracted services (meter calibrations and maintenance) are required on a periodic basis as legally required per the 2009 Water Supply Agreement between the CCSF and its Wholesale Customers (WSA). The WSA is a 25-year binding agreement which requires a contract be in place for an impartial, independent third party to maintain and calibrate revenue meters located across the regional water system. These meters are used to apportion annual system operations costs totaling over \$100 million dollars. Apportioning the cost based on water usage recorded by these meters determines the share each party must pay. The two parties are the CCSF and the Wholesale Customers of the SFPUC. The WSA precludes Civil Service staff from performing the work due to the potential conflict of interest, or a perception of a conflict of interest. To avoid the conflict which could arise from having one entity with sole control over how the revenue meters are calibrated an independent contract for calibration services is required. Attached are the pertinent sections of the 2009 Water Supply Agreement (WSA), the sections relevant to this PSC are: • WSA page 21, Article 3, Section 3.14, D. Measurement of Water • WSA page 34, Article 5, Wholesale Revenue Requirement • WSA, Attachment J, page 18, Section D, 3. Components of the Calibration and Maintenance Work The 2009 Water Supply Agreement in its entirety is available on request, contact John Chester 650-871-2027.

B. Reason for the request for modification:

The modification amount for 2 years (i.e. based on what the Successful Bidder bid on) is \$1,280,380. The reason for the modification request of the approved PSC is that it was previously approved before it was awarded for a lower amount (\$1,050,000) and therefore should be increased.

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

A. Specify required skills and/or expertise: Required skills for this scope include experience in electronic instrumentation maintenance related to water flow instrumentation. This work requires practical knowledge and experience in SCADA/HMI/PLC programming, cost estimating and project management, instrumentation and process control, and field technical services experience. In addition, experience with hydraulic engineering and drafting as well as technical writing is required.

B. Which, if any, civil service class(es) normally perform(s) this work? 1042, IS Engineer-Journey; 7318, Electronic Maintenance Tech;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes. The contract requires the following instruments which the City does not have, the items are: 1) NIST

Certified Deadweight Tester, this instrument is a calibration standard that uses the principal of pressure balance to calibrate pressure measuring devices such as venturi meter instrumentation and water level pressure transducers, 2) pitot tube insertion flow meters (up to 3 tubes capable of accurately measuring flow in various sized pipes up to 96" diameter) the pitot tube must be certified for accuracy by an accredited lab and have the ability to be inserted into an active pressurized water transmission pipeline, and, 3) a field differential pressure transmitter and data logger capable of being remotely powered and connected to the pitot tube.

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

The primary reason the scope cannot be performed by civil service staff is due to an explicit requirement of the 2009 Water Supply Agreement (WSA) between the City and County of San Francisco (CCSF) and its' Wholesale Customers. The WSA is a 25-year agreement which among other things explicitly requires that CCSF, through the SF Public Utilities Commission (SFPUC), hire and have available an independent metering consultant to calibrate, maintain, and certify the accuracy of its regional water system meters. Having an impartial third-party contract maintaining meter accuracy establishes trust between the SFPUC and its Wholesale Customers. This trust is important because the meter data is used to apportion over \$100 million dollars annually in shared costs between CCSF and its Wholesale Customers. The meters are integral to calculations that determine the shared costs each party must pay to operate the Hetch Hetchy Regional Water System.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. A new civil service class is not necessary to perform this work. There are existing Civil Service classifications that can and do work on meter instrumentation. The reason the existing civil service classes do not perform the work called for in the meter calibration contract is due to explicit language in the 25-year agreement (2009 Water Supply Agreement between CCSF and its Wholesale Customers (WSA)) which states that meter calibrations be performed under contract. This requirement ensures impartiality in the calibration results and instills trust between CCSF and its Wholesale Customers.

**6. Additional Information**

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.  
No. The contractor will not provide formal training to CCSF employees. CCSF employees often assist the contractor in accessing meter locations and provide pertinent information on meter instrumentation and meter use. CCSF employees are free to ask the contractor questions on calibration techniques and instruments. The 2009 Water Supply Agreement (WSA) explicitly requires that CCSF hire and have available an independent metering consultant to calibrate, maintain, and certify accuracy of its regional water system meters. There is no formal training provision listed in the WSA.

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

Yes, in 1984 the CCSF and its suburban wholesale customers settled a legal dispute that included among other things the means and methods by which water operations cost would be shared based on proportional water use. This 1984 settlement agreement was the first 25-year agreement which required an independent, non-city entity to certify meter accuracy in determining proportional water use. In 2009 a second 25-year Water Sales Agreement (WSA) between CCSF and its Wholesale Customers was negotiated and put into effect. Water deliveries measured by the subject meters of the contract determine the portion each entity - CCSF and Wholesale Customers - must pay of the over \$100 million annual regional water operation expenses.

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

**7. Union Notification:** On 10/29/21, the Department notified the following employee organizations of this PSC/RFP request:  
Professional & Tech Engrs, Local 21; Prof & Tech Eng, Local 21; Electrical Workers, Local 6; 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: Shawndrea Hale Phone: (415) 551-4540 Email: shale@sfwater.org

Address: 525 Golden Gate Avenue 8th Floor, San Francisco, CA 94103

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 47839 - 19/20

DHR Analysis/Recommendation:

12/06/2021

Commission Approval Required

Approved by Civil Service Commission

12/06/2021 DHR Approved for 12/06/2021