



London Breed
Mayor

Carol Isen
Human Resources Director

Date: December 1, 2023

To: The Honorable Civil Service Commission

Through: Carol Isen
Human Resources Director

From: Cynthia Avakian, AIR
Joan Lubamersky / Lynn Khaw, GSA
Thomas Chen, DEM
Tara Alvarez / Johanna Gendelman, HSA
Reanna Albert / Kelly Hiramoto, DPH
Alexander Burns, DPW
Sean McFadden, REC
Jolie Gines, TIS
David Kashani, ENV

Subject: **Personal Services Contracts Approval Request**

This report contains thirteen (13) 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
\$109,950,000	\$352,051,749	\$3,206,254,991

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POSTING FOR

December 18, 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
48621 - 23/24	AIRPORT COMMISSION	\$15,000,000	Contractor will provide complex environmental analysis, assessments, compliance monitoring and reporting tasks including but not limited to: obtaining regulatory permits and approvals, assisting with consultations with other public agencies and performing outreach, producing environmental studies and specialized natural resource investigations, preparing wildlife hazard assessments and triggering strike evaluations, and monitoring of construction sites and project mitigation sites in accordance with appropriate federal, state, and local environmental regulations.	January 1, 2024	December 31, 2028	REGULAR
44165 - 23/24	GENERAL SERVICES AGENCY - CITY ADMIN	\$7,000,000	This contract is for as-needed Citywide pathogen-positive site cleaning services. Contractors will provide cleanup services in settings that are confirmed to be exposed/contaminated by harmful infectious agents or pathogens, including, but not limited to, COVID-19 and Ebola. Contractors will also be available 24 hours a day, seven days a week, to provide on-call emergency response services for infectious agent cleanup in a variety of settings and situations including but not limited to: residences, emergency housing, mobile homes, hotel rooms, emergency response vehicles, public transportation vehicles, and hospitals/clinics.	February 1, 2024	January 30, 2029	REGULAR
45162 - 23/24	GENERAL SERVICES	\$4,000,000	Work to be performed is as-needed maintenance and repair services for the City's fleet of small and medium boats for	April 1, 2024	March 31, 2029	REGULAR

<u>PSC No</u>	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
	AGENCY - CITY ADMIN		departments such as PUC, Recreation and Park, Port, the San Francisco Police Department, and the San Francisco Fire Department. Proposed work to include (but not limited to): Hauling and launching of vessels; High-pressure washing and hand/mechanical scraping of underwater hull and jets to remove hard fouling; Removal and installation of hull, engine/jet anodes; Repair of all fiberglass cracks, holes, or other damage; Diagnosis of engine operation faults, error codes, and failures, and repairs to all electronic and mechanical systems as needed; Removal and replacement of engine and related control systems as needed.			
<u>49543 - 23/24</u>	GENERAL SERVICES AGENCY - CITY ADMIN	\$8,000,000	Proposed work includes performing manual cleaning tasks in public buildings, facilities, and surrounding areas that engage in specialty services such as COVID hotels, vaccine sites, homeless and supportive housing as specified by the specialty needs of the department requesting the service and where existing civil service or temporary as-needed employees are unavailable to perform the work. The services are as needed, infrequent and small in scope and as such, the frequency of service varies and is up to the department to establish with the contractor. The frequency of service may range from daily, weekly, monthly, quarterly, or annually but are always small in scope and specialty in nature. The scope of work includes but is not limited to: sweeping, mopping, and spot-cleaning hard floors, vacuuming rugs and carpets, dusting and polishing cabinets and furniture, and emptying and cleaning waste receptacles limited to the aforementioned facilities. Additional services, such as cleaning after water floods and removing hazardous waste, may be required of the contractor.	February 1, 2024	January 30, 2029	REGULAR

<u>PSC No</u>	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
41020 - 23/24	DEPARTMENT OF EMERGENCY MANAGEMENT	\$1,500,000	Year round 24/7/365 software maintenance with 1 hour response for priority 1 issues. Includes periodic software updates or modifications as necessary.	December 1, 2024	November 30, 2029	REGULAR
49798 - 23/24	HUMAN SERVICES	\$1,400,000	<p>The work is Social Security Administration benefits advocacy, screening, maintenance, administration and management assistance for children and youth involved with the San Francisco Foster Care system. The proposed work covers three main areas: Supplemental Security Income (SSI) advocacy, screening and eligibility, county and systems coordination, and information technology for children and youth</p> <p>For SSI services, the tasks include: provide staff daily to review hard copy and electronic child welfare files to identify those that may be eligible to receive SSI benefits, create and maintain options for referrals, coordinate and implement screening on behalf of foster children, provide support options to facilitate the completion of the application, collect and copy information needed to support SSI application and re-assessments, process payee changes, maintain records on each child, provide direction for over and under payments, provide legal support, review all denied cases, provide advocacy and provide recommendations to the County and research and problem solve to ensure accurate benefits.</p> <p>For County and System coordination, the tasks include: assist county to design, implement, coordinate, prioritize and maintain application reviews, maintain and develop system to monitor all youth turning 18 and youth in care at 16.5 for screening, create and implement annual rescreening, provide clear accounting of benefits from SSI, ensure financial integration with County financial and social service programs, monitor all SSI accounts, monitor and research emerging Social Security benefit and related</p>	July 1, 2024	June 30, 2029	REGULAR

<u>PSC No</u>	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			child welfare regulations, policies and procedures, conduct annual full system review to ensure optimal alignment, accuracy and efficiency. For Information Technology (IT) tasks, provide IT tools and data maintenance techniques and solutions to assist in the continual improvement in identifying, maintaining and monitoring benefits.			
40706 - 23/24	PUBLIC HEALTH	\$5,800,000	Contractor will create a Community Assistance, Recovery and Empowerment (CARE) Court program that will provide comprehensive clinical case management to severely mentally ill adults who have been court ordered or entered into a CARE Agreement through CARE Court. The goal of this program is to provide intensive outpatient services to consumers in order to improve their quality of life and support them with connecting to the appropriate level of care to prevent further psychiatric hospitalizations and incarcerations.	January 1, 2024	December 31, 2025	REGULAR
49897 - 23/24	GENERAL SERVICES AGENCY - PUBLIC WORKS	\$30,000,000	Architectural services on an as-needed basis, for public building projects including but not limited to master plans, environmental reviews, programming and planning studies, assessments of existing facilities, green building evaluations, utility studies, design drawings, specifications, cost estimates, project schedules, adaptive re-use of existing facilities, modifications to life safety systems and other infrastructure, and new facilities.	December 18, 2023	June 30, 2030	REGULAR
44459 - 23/24	RECREATION AND PARK COMMISSION	\$250,000	This service will provide community education and outreach to city residents interested in urban gardening. A .4FTE Master Gardener Program Coordinator from University of California Cooperative Extension (UCCE) will facilitate highly trained volunteers to provide	November 1, 2023	October 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
			education and outreach services in support of demonstration, community, home, and school gardens.			
<u>48829 - 23/24</u>	GENERAL SERVICES AGENCY - TECHNOLOGY	\$15,000,000	<p>This request is for UP TO 5 contractors to be awarded each a \$3M contract (total for Personal Services Contract is to cover all possible 5 vendors awarded). This is to create a Pool of contractors to select from to ensure that a firm is available if and when the need arises to obtain additional staffing to complete projects on time. In 2017 a \$10M approval was granted, but only a total of \$1.5M was actually utilized from the 3 vendors selected.</p> <p>The Department of Technology (DT) performs telecommunications-related work for City departments. As part of these duties, the Department of Technology performs cabling installation, inbuilding and outdoor cable installation and security systems. The Department of Technology will contract for additional cabling installation, inbuilding and outdoor cable installation and security systems personnel for special projects or in times of extraordinary workload. This Request for Proposal solicits qualifications for the cabling installation, communication systems and safety systems portion of DT'S work.</p> <p>All work performed by the Contractor will be under the direct supervision of the Department of Technology staff. Work is performed within new or existing City buildings that are either City-owned or City-occupied. Work required of the Contractor will be industry communication systems installation and telecommunications industry standard cabling, including but not limited to:</p> <ul style="list-style-type: none"> • installation of conduit, copper and fiber related wiring to all communication systems; • installation of Local Area Network (LAN) cable; • installation of data cable (cable only, no data transport services); 	February 1, 2024	January 31, 2029	REGULAR

<u>PSC No</u>	Dept Designation	PSC Amount	Description of Work	PSC Estimated Start Date	PSC Estimated End Date	Type of Approval
			<ul style="list-style-type: none"> • installation of underground or feeder cable utilizing both micro trenching and traditional trenching methods; • installation of fiber optic cable; • installation of video and coaxial cable; • installation of overhead copper and fiber cable; • installation of wireless systems; • installation and maintenance of shared Wi-Fi and Fiber to Affordable Housing components 			
49418 - 22/23	GENERAL SERVICES AGENCY - TECHNOLOGY	\$22,000,000	<p>The purpose of this 14-year enterprise agreement is to allow city depts to purchase Salesforce cloud-based licenses only at a negotiated volume discount. The agreement does not include any professional services.</p> <p>Salesforce product licenses enable City Departments to access customizable cloud-based software that can be used to quickly automate multiple business process. These products can deliver substantial value to the City at a relatively low cost because solutions can be built quickly simply by buying individual annual licenses in line with business needs rather than requiring the purchase of full software suites at a great cost. The scalability and flexibility of Salesforce software makes these products valuable to many City Departments as they are able to address the different needs of City agencies</p> <p>In 2016 when the enterprise agreement was first inked, CSC did not impose a requirement that cloud-based software was subject to CSC review and approval. To the extent that cloud-based software and proprietary software support are now subject to CSC review and approval, DT is seeking CSC approval at this time for this entire 14-year agreement and its contract value.</p>	July 1, 2016	June 30, 2030	REGULAR
TOTAL AMOUNT \$109,950,000						

Posting For December 18, 2023

Proposed Modifications to Personal Services Contracts

PSC Number	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
42752 - 15/16 - MODIFICATIONS	AIRPORT COMMISSION -- AIR	\$0	\$70,000,000	Project Management Support Services (PMSS) and Design-Build (DB) service teams will manage the design and construction of the Wayfinding Enhancement Program (The Program) at the San Francisco International Airport (SFO). Services include project controls, scheduling, document control, design management, contracts management, architectural, engineering, environmental and graphic design services, and construction. Services will include: -Development of airport-wide wayfinding plan, including improvements to virtual gateways, roadways, parking, curbside, terminal, dining and shopping, and gates -Development of airport-wide Signage Guideline Standards -Development of an airport-wide implementation plan for signage upgrades with phased and interim approaches -Graphic and environmental design services for ongoing airport campus requirements -Management of graphic design, industrial design, prototyping, use and experience studies, geographic information system (GIS) mapping, dynamic display technology and information and technology systems. Of the total \$55,000,000 PSC Amount, the current estimated construction cost is \$45,000,000.	09/01/2024	12/31/2026	REGULAR
42629 - 20/21 - MODIFICATIONS	ENVIRONMENT -- ENV	\$0	\$372,300	The San Francisco Department of the Environment (ENV) is a member of Bay Area Regional Energy Network (BayREN). BayREN is a program administrator of California ratepayer funds under	01/01/2025	03/31/2026	REGULAR

PSC Number	Department	Additional Amount	Cumulative Total	Description	Start Date	End Date	Approval Type
				<p>the auspices of the California Public Utilities Commission. ENV's role in BayREN is to lead the administration, implementation, and marketing of the BayREN Business energy efficiency rebate program. BayREN Business gives cash rebates to contractors for the installation of energy efficient equipment in the nine counties Bay Area. As the lead, ENV must contract with a measurement and data-analytics company to track the effectiveness of the equipment over 24 months, and then calculate the eligible rebate amounts based on the tracking. 1) Measure energy consumption (in kilowatt-hour of and therms of natural gas) of the PG&E utility-meters for all projects enrolled in the BayREN Business energy efficiency rebate program. 2) Normalize the measurements against exogenous factors such as hourly weather conditions, and other factors approved as prescribed by CalTrack 2.0. 3) Calculate the rebate amounts based on the normalized measurements and notify ENV to issue payments to the project-installation contractors. 4) Provide ENV with energy savings reports. 5) Provide ENV with as-needed advice and support to recruit more participants into the BayREN Business program.</p>			

TOTAL AMOUNT \$0

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

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION -- AIR

Dept. Code: AIR

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

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

Type of Service: Natural Resources Planning Services

Funding Source: Airport Operating Funds

PSC Amount: \$15,000,000

PSC Est. Start Date: 01/01/2024

PSC Est. End Date 12/31/2028

1. Description of Work

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

Contractor will provide complex environmental analysis, assessments, compliance monitoring and reporting tasks including but not limited to: obtaining regulatory permits and approvals, assisting with consultations with other public agencies and performing outreach, producing environmental studies and specialized natural resource investigations, preparing wildlife hazard assessments and triggering strike evaluations, and monitoring of construction sites and project mitigation sites in accordance with appropriate federal, state, and local environmental regulations.

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

This service is necessary to help the Airport meet federal and state natural resources regulatory requirements, which include mitigation of impacts to wetlands and threatened and endangered species. Denial of these services could cause delays to critical infrastructure projects, resulting in risks to human safety and creating operational delays, and also cause the Airport to fail to meet regulatory requirements and become subject to fines and other legal actions.

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 provided most recently through PSC 49329-17/18.

D. Will the contract(s) be renewed?

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

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

The approval is needed to align with the contract term.

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 work requires experience and expertise that is not within the scope of existing civil service classifications, and the peaks in workload do not lend themselves to using or developing permanent civil service classifications.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Ability to develop environmental review/disclosure documents, obtain regulatory permits and approvals for development with wetland fill; perform specialized natural resource investigations and prepare related reports based on those studies. Certification as a Federal Aviation Administration airport wildlife biologist; possession of required United States Fish and Wildlife recovery permits. Experience and expertise with construction and maintenance of facilities, public access and environmental mitigation projects within an airport environment. Specialized planning expertise particularly with federal, state, and local environmental regulations.
- B. Which, if any, civil service class(es) normally perform(s) this work? 2483, Biologist; 2484, Biologist III; 2485, Supv Biologist; 5298, Planner 3-Environmental Review; 5299, Planner 4-Environmental Review;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

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

None, as there are no civil services classes with the type of natural resources planning expertise required that is specific to the Airport environment.

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

- A. Explain why civil service classes are not applicable.
While civil service classifications exist for services related to environmental review and planning, none have the specialized knowledge and expertise related to an Airport environment.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, the intermittent volume of work does not justify adopting a new permanent civil service class.

6. Additional Information

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

**7. Union Notification: On 10/20/2023, 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: Cynthia Avakian Phone: 650-821-2014 Email: cynthia.avakian@flysfo.com

Address: PO Box 8097 San Francisco, CA 94128

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 48621 - 23/24

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 12/18/2023

Receipt of Union Notification(s)

Sung Kim (AIR)

From: dhr-psccordinator@sfgov.org on behalf of cynthia.avakian@flysfo.com
Sent: Friday, October 20, 2023 1:02 PM
To: Cynthia Avakian (AIR); Laxamana, Junko (DBI); sportillo@ifpte21.org; agarza@ifpte21.org; amakayan@ifpte21.org; kdavis@ifpte21.org; jharding@ifpte21.org; mweirick@ifpte21.org; 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; Sung Kim (AIR); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 48621 - 23/24

RECEIPT for Union Notification for PSC 48621 - 23/24 more than \$100k

The AIRPORT COMMISSION -- AIR has submitted a request for a Personal Services Contract (PSC) 48621 - 23/24 for \$15,000,000 for Initial Request services for the period 01/01/2024 – 12/31/2028. Notification of 30 days (60 days for SEIU) is required.

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

<http://apps.sfgov.org/dhrDrupal/node/21551> 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: AIRPORT COMMISSION -- AIR

Dept. Code: AIR

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

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

Type of Service: Wildlife Natural Resources Services

Funding Source: Airport Operating Funds

PSC Amount: \$7,000,000

PSC Est. Start Date: 07/01/2018

PSC Est. End Date 06/30/2025

1. Description of Work

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

The San Francisco International Airport ("SFO" or the "Airport") is looking to contract services for wildlife natural resources planning. Work may include complex environmental analyses, assessments, compliance monitoring and reporting tasks requiring specialized environmental planning expertise and familiarity of federal, state, and local planning, especially those pertaining to airports. These tasks may include, but are not limited to: obtaining regulatory permits and approvals; assisting with consultations with agencies and public outreach; producing environmental studies; performing specialized resource investigations; and monitoring of construction sites and project mitigation sites in accordance with appropriate federal, state, and local environmental regulations.

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

SFO must meet the regulatory requirements of multiple federal and state regulatory and natural resource agencies. These agencies require mitigation of any impacts to wetlands, threatened and endangered species, and shoreline development. If the Airport fails to comply with these permit conditions, the Airport is subject to fines and other legal actions.

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 previously provided through a contract, most recently under PSC #4152-08/09.

D. Will the contract(s) be renewed?

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

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

This is for a Request for Qualifications and contracts can be up to five years.

2. Reason(s) for the Request

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

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

B. Explain the qualifying circumstances:

Wide range of expertise needed to support project reviews and permitting remains on-call in nature and not all technical expertise needed are the same for all projects. Some services requires specialized permits. However, the need for these services the person to have a valid permit from the U.S. Fish and Wildlife Service while others requires different technical and educational qualifications to be deemed by the FAA as a Wildlife Biologist conducting wildlife hazard assessments for airports. The need for these services remain intermittent and depends on the scope of a project.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Ability to develop environmental review/disclosure documents, obtain regulatory permits and approvals for development with wetland fill; perform specialized natural resource investigations and prepare related reports based on those studies. Monitor construction and maintenance of airport facilities, public access and environmental mitigation projects within an airport environment. Requires specialized environmental planning expertise particularly with airport regulations. Familiarity with permitting process and consultation to ensure compliance with federal, state, regional, and local agency mandates.
- B. Which, if any, civil service class(es) normally perform(s) this work? 2483, Biologist; 2484, Biologist III; 2485, Supv Biologist; 5298, Planner 3-Environmental Review; 5299, Planner 4-Environmental Review;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

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

None. The work needed to be performed at the Airport is unique in context and setting. There are not civil service classes with this specialized expertise.

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

- A. Explain why civil service classes are not applicable.
Existing civil service classes do not have the specialized knowledge and expertise related to an Airport environment.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. The specialized knowledge and expertise related to the Airport environment will be required only for the duration of the project.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
No. There is not an anticipated need for training given the specificity of the 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 03/09/2018, the Department notified the following employee organizations of this PSC/RFP request:
Architect & Engineers, Local 21

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

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 49329 - 17/18

DHR Analysis/Recommendation:

action date: 05/07/2018

Commission Approval Required

Approved by Civil Service Commission

05/07/2018 DHR Approved for 05/07/2018

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 Citywide Janitorial Pathogen Positive Cleaning Services

Funding Source: General Fund

PSC Duration: 5 years

PSC Amount: \$7,000,000

1. Description of Work

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

This contract is for as-needed Citywide pathogen-positive site cleaning services. Contractors will provide cleanup services in settings that are confirmed to be exposed/contaminated by harmful infectious agents or pathogens, including, but not limited to, COVID-19 and Ebola. Contractors will also be available 24 hours a day, seven days a week, to provide on-call emergency response services for infectious agent cleanup in a variety of settings and situations including but not limited to: residences, emergency housing, mobile homes, hotel rooms, emergency response vehicles, public transportation vehicles, and hospitals/clinics.

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

These services are necessary to prevent the risk of an outbreak that could occur as a result of improper decontamination. If a space is contaminated and not properly disinfected or neutralized, the pathogen could spread from person to person or object to object. These services are critical to prevent further harm and optimize the chance for a full recovery of the space exposed to the harmful pathogen. Contractors will provide services that result in a clean, sanitized, and disinfected area, room, or space.

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

Services have been provided by PO releases from a contract created under the procedures of the Local Emergency during the COVID-19 pandemic, PSC #42172 20-21. The contract is due to expire on 12/31/2023.

D. Will the contract(s) be renewed?

No. The contract term is five (5) years with no options to extend.

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

not applicable

2. Reason(s) for the Request

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

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

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

B. Explain the qualifying circumstances:

Services required are on an as-needed basis when a space is suspected or confirmed to be exposed to harmful infectious agents or pathogens.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: This work requires the contractor to be:

- Trained in decontamination and disposal of infectious agents, wastes and contaminated materials.
- OSHA compliant trained in proper Personal Protective Equipment (PPE), Hazard Communication and Bloodborne Pathogen Trainings.
- Fit tested and medically cleared for N-95 respiratory protection or higher.
- Trained in the proper donning and doffing procedures of personal protective equipment.
- Trained in the proper use of Environmental Protection Agency (EPA) and Center for Disease Control (CDC) cleaning and disinfecting chemicals.
- Trained to provide site control and restrict access to unauthorized personnel.
- Trained and present on-site to function as the Site Safety Officer for any incident.

B. Which, if any, civil service class(es) normally perform(s) this work? 2708, Custodian; 2716, Custodial Assistant Supervisor; 2718, Custodial Supervisor; 2719, Janitorial Svcs Asst Sprv; 2720, Janitorial Services Supervisor; 2736, Porter;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, contractors will be responsible for having the appropriate white Tyvek, QC yellow Tyvek, double Nitrile gloves, boot covers, full face respirator with the specific cartridges, and any PPE necessary to clean, decontaminate, and disinfect the service area.

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

The City does not have a job class for this type of specialized cleaning.

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

A. Explain why civil service classes are not applicable.

The City does not have a job classification for these types of specialized cleaning.

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 classification to perform these types of work because services are contracted on an as-needed basis when a space is suspected or confirmed to be exposed to harmful infection agents or pathogens.

6. Additional Information

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
No. No training is required. The City does not have a Civil Service classification for these types of services.

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

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

7. Union Notification: On 09/23/2023, the Department notified the following employee organizations of this PSC/RFP request:
SEIU Local 1021

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

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

Address: City Hall, Room 430 San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 44165 - 23/24

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 12/18/2023

Receipt of Union Notification(s)

From: dhrr-psccordinator@sfgov.org on behalf of lynn.khaw@sfgov.org
To: [Khaw, Lynn \(ADM\)](mailto:lynn.khaw@sfgov.org); cade.crowell@seiu1021.org; SF-DHR-Info@seiu1021.org; max.porter@seiu1021.org; Jason Klumb; [Laxamana, Junko \(DBI\)](mailto:Laxamana, Junko (DBI)); sarah.wilson@seiu1021.org; Thomas Vitale; Ricardo.lopez@sfgov.org; Kbasconcillo@sfwater.org; Sandeep.lal@seiu1021.me; pcamarillo_seiu@sbcglobal.net; [Wendy Frigillana](mailto:Wendy.Frigillana); pscreview@seiu1021.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; davidmkersten@gmail.com; XiuMin Li; Sin.Yee.Poon@sfgov.org; David Canham; jtanner940@aol.com; [Khaw, Lynn \(ADM\)](mailto:Khaw, Lynn (ADM)); [DHR-PSCCoordinator, DHR \(HRD\)](mailto:DHR-PSCCoordinator, DHR (HRD))
Subject: Receipt of Notice for new PCS over \$100K PSC # 44165 - 23/24
Date: Saturday, September 23, 2023 5:57:11 PM

RECEIPT for Union Notification for PSC 44165 - 23/24 more than \$100k

The GENERAL SERVICES AGENCY - CITY ADMIN -- ADM has submitted a request for a Personal Services Contract (PSC) 44165 - 23/24 for \$7,000,000 for Initial Request services for the period 02/01/2024 – 01/30/2029. 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/dhrrupal/node/21465> 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 # 42172 - 20/21)

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

Type of Service: COVID cleaning

Funding Source: General Fund and possibly Federal Funds

PSC Original Approved Amount: \$4,000,000 PSC Original Approved Duration: 12/29/20 - 12/31/21 (1 year 2 days)

PSC Mod#1 Amount: \$3,500,000 PSC Mod#1 Duration: 12/29/20-12/31/22 (1 year)

PSC Mod#2 Amount: no amount added PSC Mod#2 Duration: 12/31/22-12/31/23 (1 year)

PSC Cumulative Amount Proposed: \$7,500,000 PSC Cumulative Duration Proposed: 3 years 2 days

1. Description of Work

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

Under Local Emergency authorization, as-needed Hazmat (COVID-Positive) cleaning of COVID-19 related sites, including isolation and quarantine locations and hotels, safe sleeping villages, and COVID congregate shelters. Services include compliance with infectious disease control regulations, plans, and Health Officer orders from the Center for Disease Control, Cal-OSHA, and San Francisco Department of Public Health (DPH); proper disposal of COVID-19 contaminated debris in properly marked and secured waste containers with hazardous waste manifests; and professionally trained hazmat personnel with hazmat equipment and PPE.

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

The service is necessary to disinfect, clean and return to use any shelter-in-place hotel rooms or shelters that had a COVID-19 infected person. If the services are denied, then the shelters and hotel rooms cannot be used again until properly cleaned and disinfected, with the cleaning debris disposed in secure containers using hazardous waste manifests. Without a place to shelter safely, persons newly diagnosed with COVID-19 pose a risk to the public through community transmission.

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 42172 - 20/21

D. Will the contract(s) be renewed?

If the need continues, contracts may be extended for up to one additional year.

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

2. Reason(s) for the Request

A. Display all that apply

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

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

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

Explain the qualifying circumstances:

Services needed immediately to address needs arising from the COVID-19 pandemic. The needs were unanticipated and fluctuate with the number and scope of hotel rooms and shelters that are used for people with

COVID-19. Services will be on an as-needed basis, which will depend on the number and scope of hotel rooms and shelters that are used for people with COVID-19. Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator). The City lacks secure hazardous waste containers for trash contaminated with COVID-19 and a system to track hazardous waste manifests.

B. Reason for the request for modification:

Extend the contract for another year, ending December 31, 2023. No change in the amount.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Professionally trained Hazmat personnel to disinfect sites safely and dispose of cleaning debris contaminated with COVID-19 and comply with infectious disease control regulations, plans, and Health Officer orders from the Center for Disease Control, Cal-OSHA, and San Francisco Department of Public Health (DPH).
- B. Which, if any, civil service class(es) normally perform(s) this work? 2708, Custodian; 2716, Custodial Assistant Supervisor; 2718, Custodial Supervisor; 2720, Janitorial Services Supervisor;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Hazmat equipment to protect staff and secure waste-receiving receptacles for hazardous waste/trash from the clean-up of rooms and shelter sites that are occupied by people with COVID-19.

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 do not perform this specific work. City employees do perform janitorial and custodial work, but not of hazardous materials.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. The need for these services is as-needed and continues to change as the incidence of COVID-19 fluctuates.

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

7. **Union Notification:** On 09/12/22, 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: One Carlton B. Goodlett Place, Room 362, San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 42172 - 20/21

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 11/16/2022

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 # 42172 - 20/21)

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

Type of Service: COVID cleaning

Funding Source: General Fund and possibly Federal Funds

PSC Original Approved Amount: \$4,000,000 PSC Original Approved Duration: 12/29/20 - 12/31/21 (1 year 2 days)

PSC Mod#1 Amount: \$3,500,000 PSC Mod#1 Duration: 12/29/20-12/31/22 (1 year)

PSC Cumulative Amount Proposed: \$7,500,000 PSC Cumulative Duration Proposed: 2 years 2 days

1. Description of Work

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

Under Local Emergency authorization, as-needed Hazmat (COVID-Positive) cleaning of COVID-19 related sites, including isolation and quarantine locations and hotels, safe sleeping villages, and COVID congregate shelters. Services include compliance with infectious disease control regulations, plans, and Health Officer orders from the Center for Disease Control, Cal-OSHA, and San Francisco Department of Public Health (DPH); proper disposal of COVID-19 contaminated debris in properly marked and secured waste containers with hazardous waste manifests; and professionally trained hazmat personnel with hazmat equipment and PPE.

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

The service is necessary to disinfect, clean and return to use any shelter-in-place hotel rooms or shelters that had a COVID-19 infected person. If the services are denied, then the shelters and hotel rooms cannot be used again until properly cleaned and disinfected, with the cleaning debris disposed in secure containers using hazardous waste manifests. Without a place to shelter safely, persons newly diagnosed with COVID-19 pose a risk to the public through community transmission.

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

D. Will the contract(s) be renewed?

If the need continues, contracts may be extended for up to one additional year.

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

2. Reason(s) for the Request

A. Display all that apply

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

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

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

Explain the qualifying circumstances:

Services needed immediately to address needs arising from the COVID-19 pandemic. The needs were unanticipated and fluctuate with the number and scope of hotel rooms and shelters that are used for people with COVID-19. Services will be on an as-needed basis, which will depend on the number and scope of hotel rooms and shelters that are used for people with COVID-19. Services that require resources that the City lacks (e.g.,

office space, facilities or equipment with an operator). The City lacks secure hazardous waste containers for trash contaminated with COVID-19 and a system to track hazardous waste manifests.

B. Reason for the request for modification:

To add one year and \$3.5 million to a COVID related contract approved on an emergency basis last year.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Professionally trained Hazmat personnel to disinfect sites safely and dispose of cleaning debris contaminated with COVID-19 and comply with infectious disease control regulations, plans, and Health Officer orders from the Center for Disease Control, Cal-OSHA, and San Francisco Department of Public Health (DPH).
- B. Which, if any, civil service class(es) normally perform(s) this work? 2708, Custodian; 2716, Custodial Assistant Supervisor; 2718, Custodial Supervisor; 2720, Janitorial Services Supervisor;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Hazmat equipment to protect staff and secure waste-receiving receptacles for hazardous waste/trash from the clean-up of rooms and shelter sites that are occupied by people with COVID-19.

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 do not perform this specific work. City employees do perform janitorial and custodial work, but not of hazardous materials.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. The need for these services is as-needed and continues to change as the incidence of COVID-19 fluctuates.

6. Additional Information

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

7. Union Notification: On 09/07/21, 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: Joan Lubamersky Phone: 4155544859 Email: joan.lubamersky@sfgov.org

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 42172 - 20/21

DHR Analysis/Recommendation:

12/06/2021

Commission Approval Required

Approved by Civil Service Commission

12/06/2021 DHR Approved for 12/06/2021

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: 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: Citywide Boat Repair Services for Small and Medium Vessels

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:

Work to be performed is as-needed maintenance and repair services for the City's fleet of small and medium boats for departments such as PUC, Recreation and Park, Port, the San Francisco Police Department, and the San Francisco Fire Department. Proposed work to include (but not limited to): Hauling and launching of vessels; High-pressure washing and hand/mechanical scraping of underwater hull and jets to remove hard fouling; Removal and installation of hull, engine/jet anodes; Repair of all fiberglass cracks, holes, or other damage; Diagnosis of engine operation faults, error codes, and failures, and repairs to all electronic and mechanical systems as needed; Removal and replacement of engine and related control systems as needed.

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

These services are necessary to maintain operations of the San Francisco Fire Department (SFFD), San Francisco Police Department (SFPD) Marine Unit, San Francisco Public Utilities Commission (SFPUC), Recreation and Parks (REC), and San Francisco Port (PRT) departments which are responsible for maritime tasks for 64 square miles of San Francisco waterways and the ferry and cruise ship terminals. Denial may result in nonoperational boats and delayed costly emergency repairs, impacting performance and response time for City vessels.

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 request is to replace the approved but unutilized PSC #46163 - 22/23, attached. It was approved by the Civil Service Commission on 11/07/2022 and is going to expire on 11/07/2023. There was a delay in creating a new contract.

D. Will the contract(s) be renewed?

The contract will be renewed only if 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.
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:

Work to be performed is as-needed maintenance. This request is to replace the approved but unutilized PSC #46163 - 22/23, attached. It was approved by the Civil Service Commission on 11/07/2022 and is going to expire on 11/07/2023. There was a delay in creating a new contract.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: The contractor must provide a dry dock and boat repair yard within the Bay Area region, as well as industrial machinery and tools needed to perform the services. The contractor must be certified to perform the services by the American Boat and Yacht Council or provide alternative documentation (e.g., certification from the equipment manufacturer) that demonstrates equivalent qualifications.

B. Which, if any, civil service class(es) normally perform(s) this work? 5211, Eng/Arch/Landscape Arch Sr; 9376, Market Research Spec, Port; H110, Marine Engineer of Fire Boats;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: The contractor(s) will provide a shipyard and repair equipment.

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

None. The City does not have a boat maintenance and repair yard or personnel certified by equipment manufacturers to perform these services.

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

A. Explain why civil service classes are not applicable.

This work requires a shipyard and repair equipment, and services are provided as needed. Therefore, Civil Service classifications would not be applicable.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, as the services are on an as-needed basis and do not require a full-time position. It is not economically feasible to train and certify an employee to become a manufacturer-authorized and certified installer to perform these services.

6. Additional Information

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
No. No training will be provided. Work is conducted on an as-needed basis.

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

D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
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 10/20/2023, the Department notified the following employee organizations of this PSC/RFP request:
Architect & Engineers, Local 21; Firefighters - B/U 1; Firefighters - B/U 2; 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: Lynn Khaw Phone: 4155546296 Email: lynn.khaw@sfgov.org

Address: City Hall, Room 430 San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 45162 - 23/24

DHR Analysis/Recommendation:
Commission Approval Required
DHR Approved for 12/18/2023

Civil Service Commission Action:

Receipt of Union Notification(s)

Khaw, Lynn (ADM)

From: dhr-psccordinator@sfgov.org on behalf of lynn.khaw@sfgov.org
Sent: Friday, October 20, 2023 4:44 PM
To: Khaw, Lynn (ADM); sportillo@ifpte21.org; agarza@ifpte21.org; amakayan@ifpte21.org; gail@sffdlocal798.org; kdavis@ifpte21.org; jharding@ifpte21.org; mweirick@ifpte21.org; 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; Khaw, Lynn (ADM); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 45162 - 23/24

RECEIPT for Union Notification for PSC 45162 - 23/24 more than \$100k

The GENERAL SERVICES AGENCY - CITY ADMIN -- ADM has submitted a request for a Personal Services Contract (PSC) 45162 - 23/24 for \$4,000,000 for Initial Request services for the period 04/01/2024 – 03/31/2029. 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/21529> 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: Initial Modification of an existing PSC (PSC # _____)

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

Type of Service: Citywide Boat Repair Services for Small and Medium Vessels

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:

Work to be performed is as-needed maintenance and repair services for the City's fleet of small and medium boats for departments such as PUC, Recreation and Park, Port, the San Francisco Police Department, and the San Francisco Fire Department. Proposed work to include (but not limited to): Hauling and launching of vessels; High-pressure washing and hand/mechanical scraping of underwater hull and jets to remove hard fouling; Removal and installation of hull, engine/jet anodes; Repair of all fiberglass cracks, holes, or other damage; Diagnosis of engine operation faults, error codes, and failures, and repairs to all electronic and mechanical systems as needed; Removal and replacement of engine and related control systems as needed.

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

These services are necessary to maintain operations of the San Francisco Fire Department (SFFD), San Francisco Police Department (SFPD) Marine Unit, San Francisco Public Utilities Commission (SFPUC), Recreation and Parks (REC), and San Francisco Port (PRT) departments which are responsible for maritime tasks for 64 square miles of San Francisco waterways and the ferry and cruise ship terminals. Denial may result in nonoperational boats and delayed costly emergency repairs and will impact performance and response time for City vessels.

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 for small and medium vessels have not been provided through an as-needed repair contract in the past, but there have been similar requests. Please see attached PSC #49582 – 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.
not applicable

2. Reason(s) for the Request

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

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

B. Explain the qualifying circumstances:

This work requires having a shipyard and repair equipment and services are provided on an as-needed basis. Therefore, Civil Service classifications would not be applicable.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: The contractor is required to provide a dry dock and boat repair yard within the Bay Area region as well as industrial machinery and tools needed to perform the services. The contractor must be certified to perform the services by the American Boat and Yacht Council or provide alternative documentation (e.g., certification from the equipment manufacturer) that demonstrates equivalent qualifications.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5211, Eng/Arch/Landscape Arch Sr; 9376, Market Research Spec, Port; H110, Marine Engineer of Fire Boats;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, the contractor(s) will provide a shipyard and repair equipment.

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

None. The City does not have boat maintenance and repair yard or personnel certified by equipment manufacturers to perform these types of services.

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

- A. Explain why civil service classes are not applicable.
This work requires having a shipyard and repair equipment and services are provided on an as-needed basis. Therefore, Civil Service classifications would not be applicable.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, as the services are on an as-needed basis and do not require a full-time position. It is not economically feasible to train and certify an employee to become a manufacturer authorized and certified installer to perform these types of services.

6. Additional Information

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

- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
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 09/12/2022, the Department notified the following employee organizations of this PSC/RFP request:
Architect & Engineers, Local 21; Firefighters - B/U 1; Firefighters - B/U 2

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

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

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 46163 - 22/23

DHR Analysis/Recommendation:

action date: 11/07/2022

Commission Approval Required

Approved by Civil Service Commission

11/07/2022 DHR Approved for 11/07/2022

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 Citywide Janitorial Services

Funding Source: General Fund

PSC Duration: 5 years

PSC Amount: \$8,000,000

1. Description of Work

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

Proposed work includes performing manual cleaning tasks in public buildings, facilities, and surrounding areas that engage in specialty services such as COVID hotels, vaccine sites, homeless and supportive housing as specified by the specialty needs of the department requesting the service and where existing civil service or temporary as-needed employees are unavailable to perform the work. The services are as needed, infrequent and small in scope and as such, the frequency of service varies and is up to the department to establish with the contractor. The frequency of service may range from daily, weekly, monthly, quarterly, or annually but are always small in scope and specialty in nature. The scope of work includes but is not limited to: sweeping, mopping, and spot-cleaning hard floors, vacuuming rugs and carpets, dusting and polishing cabinets and furniture, and emptying and cleaning waste receptacles limited to the aforementioned facilities. Additional services, such as cleaning after water floods and removing hazardous waste, may be required of the contractor.

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

Services are necessary for departments to maintain a clean space that reduces germs and bacteria in working environments and keeps them neat, attractive, and approachable to our City employees and the public who visit our facilities.

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

Services have been provided by janitorial service contracts in the past, including contracts under the procedures of the Local Emergency during the COVID-19 pandemic under PSC #49046 20-21.

D. Will the contract(s) be renewed?

No. The contract term is five (5) years with no options to extend.

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

2. Reason(s) for the Request

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

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

B. Explain the qualifying circumstances:

Services required are on an as-needed basis. The frequency of service may range from daily, weekly, monthly, quarterly, or annually.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: This work requires knowledge of the methods and procedures in applying simple manual skills and using cleaning tools, equipment, and supplies to clean the exterior and interiors of buildings. This work also requires knowledge of chemicals, disinfectants, and safety practices used in janitorial work. The nature of work requires sustained physical effort involving continuous light work and occasional heavy work in moving or lifting furniture and equipment, with some exposure to accident and injury hazards.
- B. Which, if any, civil service class(es) normally perform(s) this work? 2708, Custodian; 2716, Custodial Assistant Supervisor; 2718, Custodial Supervisor; 2719, Janitorial Svcs Asst Sprv; 2720, Janitorial Services Supervisor; 2736, Porter;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, contractors will supply all cleaning solutions, sealers, and other expendable supplies required for the cleaning and maintenance of the facilities. However, the City will supply daily consumables such as hand soap, paper towels, toilet paper, seat covers, and deodorants. Contractors will install these supplies as needed.

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

The City does not have the staffing or ability to provide janitorial service needs to all City departments on an as-needed basis.

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

- A. Explain why civil service classes are not applicable.
The City does not have the staffing or ability to provide janitorial service needs to all City departments on an as-needed basis.
- 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 classification to perform the work because services are required on an as-needed basis.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
No. No training is required.
- 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 10/23/2023, the Department notified the following employee organizations of this PSC/RFP request:
SEIU Local 1021

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

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

Address: City Hall, Room 430 San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 49543 - 23/24

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 12/18/2023

Receipt of Union Notification(s)

From: [Khaw, Lynn \(ADM\)](#)
To: [XiuMin Li](#); [Dennis Wong](#)
Cc: [Moayed, Taraneh \(ADM\)](#); [Repola, Linda \(ADM\)](#); [Khaw, Annora \(ADM\)](#); [DHR Info](#)
Subject: RE: Request for Waving 60-Day Notice on Resubmission; FW: Receipt of Notice for new PCS over \$100K PSC # 49543 - 23/24
Date: Monday, October 30, 2023 2:01:00 PM

Hi XiuMin,

Thank you very much for the confirmation!

Regards,
Lynn

From: XiuMin Li <XiuMin.Li@seiu1021.org>
Sent: Monday, October 30, 2023 1:17 PM
To: Khaw, Lynn (ADM) <lynn.khaw@sfgov.org>; Dennis Wong <Dennis.Wong@seiu1021.org>
Cc: Moayed, Taraneh (ADM) <taraneh.moayed@sfgov.org>; Repola, Linda (ADM) <linda.repola@sfgov.org>; Khaw, Annora (ADM) <annora.khaw@sfgov.org>; DHR Info <SF-DHR-Info@seiu1021.org>
Subject: RE: Request for Waving 60-Day Notice on Resubmission; FW: Receipt of Notice for new PCS over \$100K PSC # 49543 - 23/24

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

Hello Lynn,
Thanks for accepting the union's proposed modification to the service cope. The union is okay with waiving 60 day notice for this modification.

Cheers,

XiuMin Li
Field Supervisor

Direct #: 415 848 3686
Member Resources Center: 1-877-687-1021

Sign up to become a Union Member! Together We Rise Up!
<http://join1021.org?LUID=Xli>

Sign up for text updates from the union. <https://www.seiu1021.org/text-me>

Work or intern with SEIU 1021 and help build a strong union!

<https://www.seiu1021.org/jobs>

<https://www.seiu1021.org/member-internship-program>

From: Khaw, Lynn (ADM) <lynn.khaw@sfgov.org>
Sent: Monday, October 23, 2023 3:28 PM
To: XiuMin Li <XiuMin.Li@seiu1021.org>; Dennis Wong <Dennis.Wong@seiu1021.org>
Cc: Moayed, Taraneh (ADM) <taraneh.moayed@sfgov.org>; Repola, Linda (ADM) <linda.repola@sfgov.org>; Khaw, Annora (ADM) <annora.khaw@sfgov.org>; DHR Info <SF-DHR-Info@seiu1021.org>
Subject: Request for Waving 60-Day Notice on Resubmission; FW: Receipt of Notice for new PCS over \$100K PSC # 49543 - 23/24

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.

Hi XiuMin and Dennis,

Attached, please see PSC #49543 - 23/24 for As-Needed Citywide Janitorial Services per our discussion and agreement. Link on the database:
<http://apps.sfgov.org/dhrdrupal/node/21464>.

We submitted and notified SEIU 1021 of this PSC on 9/23/23. Would you **please waive the 60-day notification for this resubmission** and allow us to schedule it for the CSC meeting on December 18, 2023, as planned for the original PSC?

Thank you,
Lynn

Lynn Khaw, CPPO, CPPB, C.P.M.
Departmental Personal Services Contract Coordinator
Office of Contract Administration/Purchasing
City and County of San Francisco
(628) 652-1623 – Calls will be forwarded to mobile phone
Email: lynn.khaw@sfgov.org
Webpage: <https://sf.gov/oca>
Working Remotely: Mon, Tues, and Wed

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

From: dhr-psccordinator@sfgov.org <dhr-psccordinator@sfgov.org> On Behalf Of lynn.khaw@sfgov.org
Sent: Monday, October 23, 2023 2:33 PM
To: Khaw, Lynn (ADM) <lynn.khaw@sfgov.org>; oumar.fall@seiu1021.org;
cade.crowell@seiu1021.org; SF-DHR-Info@seiu1021.org; max.porter@seiu1021.org; Jason Klumb <Jason.Klumb@seiu1021.org>; Laxamana, Junko (DBI) <Junko.Laxamana@sfgov.org>; sarah.wilson@seiu1021.org; Thomas Vitale <thomas.vitale@seiu1021.org>; Ricardo.lopez@sfgov.org; Kbasconcillo@sfgov.org; Sandeep.lal@seiu1021.me; pcamarillo_seiu@sbcglobal.net; Wendy Frigillana <wendy.frigillana@seiu1021.org>; pscreview@seiu1021.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; davidmkersten@gmail.com; XiuMin Li <xiumin.li@seiu1021.org>; Sin.Yee.Poon@sfgov.org; David Canham <david.canham@seiu1021.org>; jtanner940@aol.com; Khaw, Lynn (ADM) <lynn.khaw@sfgov.org>; DHR-PSCCoordinator, DHR (HRD) <dhr-psccordinator@sfgov.org>
Subject: Receipt of Notice for new PCS over \$100K PSC # 49543 - 23/24

RECEIPT for Union Notification for PSC 49543 - 23/24 more than \$100k

The GENERAL SERVICES AGENCY - CITY ADMIN -- ADM has submitted a request for a Personal Services Contract (PSC) 49543 - 23/24 for \$8,000,000 for Initial Request services for the period 02/01/2024 – 01/30/2029. 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/21464> 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)

From: [Moayed, Taraneh \(ADM\)](#)
To: [XiuMin Li](#); [Dennis Wong](#); [Khaw, Lynn \(ADM\)](#); [Repola, Linda \(ADM\)](#); [Khaw, Annora \(ADM\)](#)
Cc: [DHR Info](#)
Subject: RE: ADM PSC Follow up meeting
Date: Monday, October 23, 2023 10:59:58 AM

Thank you. Confirming receipt and acceptance of proposed language.

Regards,

Taraneh Moayed
City and County of San Francisco
Office of Contract Administration
Tel: 415-554-6212 | Taraneh.Moayed@sfgov.org

This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

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From: XiuMin Li <XiuMin.Li@seiu1021.org>
Sent: Monday, October 23, 2023 10:46 AM
To: Dennis Wong <Dennis.Wong@seiu1021.org>; Khaw, Lynn (ADM) <lynn.khaw@sfgov.org>; Moayed, Taraneh (ADM) <taraneh.moayed@sfgov.org>; Repola, Linda (ADM) <linda.repola@sfgov.org>; Khaw, Annora (ADM) <annora.khaw@sfgov.org>
Cc: DHR Info <SF-DHR-Info@seiu1021.org>
Subject: RE: ADM PSC Follow up meeting

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

Hello All,

Here's the proposed and agreed upon on scope of service for this PSC

Proposed work includes performing manual cleaning tasks in public buildings, facilities, and surrounding areas that engage in specialty services such as COVID hotels, vaccine sites, homeless and supportive housing as specified by the specialty needs of the department requesting the service and where existing civil service or temporary as-needed employees are unavailable to perform the work. The services are as needed, infrequent and small in scope and as such, the frequency of service varies and is up to the department to establish with the contractor. The frequency of service may range from daily, weekly, monthly, quarterly, or annually but are always small in scope and specialty in nature. The scope of work includes but is not

limited to: sweeping, mopping, and spot-cleaning hard floors, vacuuming rugs and carpets, dusting and polishing cabinets and furniture, and emptying and cleaning waste receptacles limited to the aforementioned facilities. Additional services, such as cleaning after water floods and removing hazardous waste, may be required of the contractor.

For all department specific PSC, RFQ, etc notices please be sure to send the Field Representative assigned to the department and to the following email address.

DHR Info <SF-DHR-Info@seiu1021.org>

Best,

XiuMin Li
Field Supervisor

Direct #: 415 848 3686
Member Resources Center: 1-877-687-1021

Sign up to become a Union Member! Together We Rise Up!

<http://join1021.org?LUID=Xli>

Sign up for text updates from the union. <https://www.seiu1021.org/text-me>

Work or intern with SEIU 1021 and help build a strong union!

<https://www.seiu1021.org/jobs>

<https://www.seiu1021.org/member-internship-program>

-----Original Appointment-----

From: XiuMin Li

Sent: Thursday, October 12, 2023 2:01 PM

To: XiuMin Li; Dennis Wong; Khaw, Lynn (ADM); Taraneh Moayed, OCA Assistant Director,; Lin Repola, OCA Procurement Manager,; Khaw, Annora (ADM)

Subject: ADM PSC Follow up meeting

When: Monday, October 23, 2023 10:00 AM-11:30 AM (UTC-08:00) Pacific Time (US & Canada).

Where: <https://seiu1021.zoom.us/j/88375515796?pwd=bm9XcHdGZTNlbDlTYXBHa2xVaWV1QT09&from=addon>

Xiu Li SEIU 1021 (she/her) is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

[https://seiu1021.zoom.us/j/88375515796?
pwd=bm9XcHdGZTNlbDlTYXBHa2xVaWV1QT09&from=addon](https://seiu1021.zoom.us/j/88375515796?pwd=bm9XcHdGZTNlbDlTYXBHa2xVaWV1QT09&from=addon)

Meeting ID: 883 7551 5796

Passcode: 262604

One tap mobile

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+16699006833,,88375515796#,,,,*262604# US (San Jose)

Dial by your location

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- +1 669 900 6833 US (San Jose)
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- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 719 359 4580 US
- +1 360 209 5623 US
- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US
- +1 646 558 8656 US (New York)
- +1 646 931 3860 US
- +1 689 278 1000 US
- +1 301 715 8592 US (Washington DC)
- +1 305 224 1968 US
- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)

Meeting ID: 883 7551 5796

Passcode: 262604

Find your local number: <https://seiu1021.zoom.us/u/kbMZ9kr0kT>

Join by Skype for Business

<https://seiu1021.zoom.us/skype/88375515796>

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 # 49046 - 20/21)

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

Type of Service: As-needed Emergency Janitorial Services for COVID-negative sites

Funding Source: General Fund and possibly Federal Funds

PSC Original Approved Amount: \$10,000,000 PSC Original Approved Duration: 11/01/20 - 10/31/21 (52 weeks)

PSC Mod#1 Amount: \$4,400,000 PSC Mod#1 Duration: 11/01/20-10/31/22 (1 year)

PSC Mod#2 Amount: no amount added PSC Mod#2 Duration: 08/15/22-10/31/23 (1 year)

PSC Cumulative Amount Proposed: \$14,400,000 PSC Cumulative Duration Proposed: 2 years 52 weeks

1. Description of Work

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

Under Local Emergency authorization, as-needed Hazmat (COVID-Negative) cleaning of COVID-19 related sites, including isolation and quarantine locations and hotels, safe sleeping villages, and COVID congregate shelters. Services include compliance with infectious disease control regulations, plans, and Health Officer orders from the Center for Disease Control, Cal-OSHA, and San Francisco Department of Public Health (DPH) and possession of all necessary personnel to disinfect sites safely and dispose of cleaning debris contaminated with COVID-19.

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

The service is necessary to clean and return to use any shelter-in-place hotel rooms or shelters that did not have a COVID-19 infected person. Many people continue to get tested for the coronavirus and need to shelter-in-place while waiting for the test results. If the services are denied, then the shelters and hotel rooms cannot be used again until properly cleaned. Without a place to shelter safely, the City will have to find new hotel rooms to provide a place for persons waiting for their test results.

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 49046 - 20/21

D. Will the contract(s) be renewed?

If the need continues, contracts may be extended for up to one additional year.

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

2. Reason(s) for the Request

A. Display all that apply

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

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

Explain the qualifying circumstances:

Services are required immediately to address needs arising from the COVID-19 pandemic. These needs were unanticipated and fluctuate with the number and scope of hotel rooms and shelters that are used for people waiting for the results of their COVID-19 tests and turn out to be negative.

B. Reason for the request for modification:
Need to extend the contract for one more year, but no change in the amount.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Proper cleaning of sites, rooms and surfaces in rooms where a person may have stayed while waiting for the results of a COVID-19 test and whose test result was negative. Includes vacuuming carpets, wiping down surfaces and disposal of trash.
- B. Which, if any, civil service class(es) normally perform(s) this work? 2708, Custodian; 2716, Custodial Assistant Supervisor; 2718, Custodial Supervisor; 2719, Janitorial Svcs Asst Sprv; 2720, Janitorial Services Supervisor;
- 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.
There are civil service classes that can do the work, but the City does not have the staffing or ability to respond to the changing needs of the shelter-in-place hotel rooms or shelter sites occupied by COVID-negative individuals.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. These services are as-needed and change quickly as the need for shelter-in-place hotel rooms or shelter sites occupied by COVID-negative individuals fluctuates.

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.
- 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.
Extend the duration of current contracts for one more year.

7. Union Notification: On 08/15/22, 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: One Carlton B. Goodlett Place, Room 362, San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 49046 - 20/21

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 10/14/2022

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 # 49046 - 20/21)

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

Type of Service: As-needed Emergency Janitorial Services for COVID-negative sites

Funding Source: General Fund and possibly Federal Funds

PSC Original Approved Amount: \$10,000,000 PSC Original Approved Duration: 11/01/20 - 10/31/21 (52 weeks)

PSC Mod#1 Amount: \$4,400,000 PSC Mod#1 Duration: 11/01/20-10/31/22 (1 year)

PSC Cumulative Amount Proposed: \$14,400,000 PSC Cumulative Duration Proposed: 1 year 52 weeks

1. Description of Work

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

Under Local Emergency authorization, as-needed Hazmat (COVID-Negative) cleaning of COVID-19 related sites, including isolation and quarantine locations and hotels, safe sleeping villages, and COVID congregate shelters. Services include compliance with infectious disease control regulations, plans, and Health Officer orders from the Center for Disease Control, Cal-OSHA, and San Francisco Department of Public Health (DPH) and possession of all necessary personnel to disinfect sites safely and dispose of cleaning debris contaminated with COVID-19.

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

The service is necessary to clean and return to use any shelter-in-place hotel rooms or shelters that did not have a COVID-19 infected person. Many people continue to get tested for the coronavirus and need to shelter-in-place while waiting for the test results. If the services are denied, then the shelters and hotel rooms cannot be used again until properly cleaned. Without a place to shelter safely, the City will have to find new hotel rooms to provide a place for persons waiting for their test results.

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

By contract

D. Will the contract(s) be renewed?

If the need continues, contracts may be extended for up to one additional year.

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

2. Reason(s) for the Request

A. Display all that apply

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

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

Explain the qualifying circumstances:

Services are required immediately to address needs arising from the COVID-19 pandemic. These needs were unanticipated and fluctuate with the number and scope of hotel rooms and shelters that are used for people waiting for the results of their COVID-19 tests and turn out to be negative.

B. Reason for the request for modification:

To add funds and to add one year duration.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Proper cleaning of sites, rooms and surfaces in rooms where a person may have stayed while waiting for the results of a COVID-19 test and whose test result was negative. Includes vacuuming carpets, wiping down surfaces and disposal of trash.
- B. Which, if any, civil service class(es) normally perform(s) this work? 2708, Custodian; 2716, Custodial Assistant Supervisor; 2718, Custodial Supervisor; 2719, Janitorial Svcs Asst Sprv; 2720, Janitorial Services Supervisor;
- 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.
There are civil service classes that can do the work, but the City does not have the staffing or ability to respond to the changing needs of the shelter-in-place hotel rooms or shelter sites occupied by COVID-negative individuals.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No. These services are as-needed and change quickly as the need for shelter-in-place hotel rooms or shelter sites occupied by COVID-negative individuals fluctuates.

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

7. Union Notification: On 09/07/21, 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: Joan Lubamersky Phone: 4155544859 Email: joan.lubamersky@sfgov.org

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 49046 - 20/21

DHR Analysis/Recommendation:

12/06/2021

Commission Approval Required

Approved by Civil Service Commission

12/06/2021 DHR Approved for 12/06/2021

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: DEPARTMENT OF EMERGENCY MANAGEMENT -- ECD

Dept. Code: ECD

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

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

Type of Service: IT Services

Funding Source: General Fund

PSC Amount: \$1,500,000

PSC Est. Start Date: 12/01/2024

PSC Est. End Date 11/30/2029

1. Description of Work

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

Year round 24/7/365 software maintenance with 1 hour response for priority 1 issues. Includes periodic software updates or modifications as necessary.

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

The Department of Emergency Management (DEM) Computer Aided Dispatch (CAD) system is a critical public safety system used for 911 call taking, dispatching of Police and Fire personnel, and is the system of record for 911 services. Failure of this system would impact the City's ability to respond to 911 calls and provide emergency 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.

Historical PSC: 32618 - 18/19 Yes, the service has been provided by Central Square, our current vendor. We have received an Office of Contract Administration waiver to do a 21.30 – sole source and increase the maintenance as we are not replacing this Computer Aided Dispatch (CAD) application until 2027

D. Will the contract(s) be renewed?

The system is being replaced and we do not anticipate another renewal beyond 5 years.

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

not applicable

2. Reason(s) for the Request

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

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

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

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

B. Explain the qualifying circumstances:

Department of Emergency Management is the lead in responding to 911 Calls, the Computer Aided Dispatch (CAD) application is an integral part of our response, and it is a proprietary application that is only supported by the vendor.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Software engineering for this proprietary system.

- B. Which, if any, civil service class(es) normally perform(s) this work? 1043, IS Engineer-Senior;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No – this is a propriety system and will be maintained by the contractor

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

The CAD is a proprietary application that can only be supported by the CAD vendor.

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

- A. Explain why civil service classes are not applicable.
This is a proprietary system which requires skills and knowledge which city workers do not have.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. This work is temporary in nature and it would not make sense operationalize this position moving forward.

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. None.
- 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 10/18/2023, 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; 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: Thomas Chen Phone: 4152696562 Email: Thomas.Chen@sfgov.org

Address: 1011 Turk Street San Francisco, CA 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 41020 - 23/24

DHR Analysis/Recommendation:
Commission Approval Required
DHR Approved for 12/18/2023

Civil Service Commission Action:

Receipt of Union Notification(s)

Chen, Thomas (DEM)

From: dhr-psccordinator@sfgov.org on behalf of Thomas.Chen@sfgov.org
Sent: Wednesday, October 18, 2023 1:59 PM
To: Chen, Thomas (DEM); Laxamana, Junko (DBI); sportillo@ifpte21.org; agarza@ifpte21.org; amakayan@ifpte21.org; kdavis@ifpte21.org; jharding@ifpte21.org; mweirick@ifpte21.org; 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; Chen, Thomas (DEM); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 41020 - 23/24

RECEIPT for Union Notification for PSC 41020 - 23/24 more than \$100k

The DEPARTMENT OF EMERGENCY MANAGEMENT -- ECD has submitted a request for a Personal Services Contract (PSC) 41020 - 23/24 for \$1,500,000 for Initial Request services for the period 12/01/2024 – 11/30/2029. 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/21569> 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: DEPARTMENT OF EMERGENCY MANAGEMENT -- ECD Dept. Code: ECD

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

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

Type of Service: Information Technology (IT) - Software Maintenance

Funding Source: general fund (1GAGFAAA) PSC Duration: 5 years 1 day
PSC Amount: \$2,838,088 PSC Est. Start Date: 11/01/2019 PSC Est. End Date: 10/31/2024

1. Description of Work

A. Scope of Work:

24/7/365 software maintenance with 1 hour response for priority 1 issues. Includes periodic software updates.

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

The Department's Computer Aided Dispatch (CAD) system is a critical public safety system used for 911 call taking, dispatching of Police and Fire personnel, and is the system of record for 911 services. Failure of this system would impact the City's ability to respond to 911 calls and provide emergency services.

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.

Department of Emergency Management (DEM) currently has a software maintenance agreement with the vendor. Copy of P-600 and Personal Service Contract (PSC) are attached.

D. Will the contract(s) be renewed? The system is being replaced and we do not anticipate another renewal b

2. Union Notification: On 06/19/2019, the Department notified the following employee organizations of this PSC/RFP request: all unions were notified

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 32618 - 18/19

DHR Analysis/Recommendation:

09/16/2019

Commission Approval Required

Approved by Civil Service Commission

DHR Approved for 09/16/2019

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise:
Software engineering for this proprietary system.

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

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

4. Why Classified Civil Service Cannot Perform

A. Explain why civil service classes are not applicable:
this is a proprietary system.

B. Would it be practical to adopt a new civil service class to perform this work? Explain.
No. vendor would not train City personnel on this proprietary system

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

YES NO

- | | | |
|---|-------------------------------------|-------------------------------------|
| A. Will the contractor directly supervise City and County employee? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| B. Will the contractor train City and County employee?
No. training has already been performed on this system | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| C. Are there legal mandates requiring the use of contractual services? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| D. Are there federal or state grant requirements regarding the use of contractual services? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| E. Has a board or commission determined that contracting is the most effective way to provide this service? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? 4102-11/12 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

THE ABOVE INFORMATION IS SUBMITTED AS COMPLETE AND ACCURATE ON BEHALF OF THE DEPARTMENT HEAD ON 08/20/2019 BY:

Name: William Lee Phone: 415-558-3866 Email: william.lee@sfgov.org

Address: 1011 Turk Street San Francisco, CA 94102

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: Social Security benefits, advocacy, screening, maintenance

Funding Source: Federal, State, Local

PSC Amount: \$1,400,000

PSC Est. Start Date: 07/01/2024

PSC Est. End Date 06/30/2029

1. Description of Work

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

The work is Social Security Administration benefits advocacy, screening, maintenance, administration and management assistance for children and youth involved with the San Francisco Foster Care system. The proposed work covers three main areas: Supplemental Security Income (SSI) advocacy, screening and eligibility, county and systems coordination, and information technology for children and youth

For SSI services, the tasks include: provide staff daily to review hard copy and electronic child welfare files to identify those that may be eligible to receive SSI benefits, create and maintain options for referrals, coordinate and implement screening on behalf of foster children, provide support options to facilitate the completion of the application, collect and copy information needed to support SSI application and re-assessments, process payee changes, maintain records on each child, provide direction for over and under payments, provide legal support, review all denied cases, provide advocacy and provide recommendations to the County and research and problem solve to ensure accurate benefits.

For County and System coordination, the tasks include: assist county to design, implement, coordinate, prioritize and maintain application reviews, maintain and develop system to monitor all youth turning 18 and youth in care at 16.5 for screening, create and implement annual rescreening, provide clear accounting of benefits from SSI, ensure financial integration with County financial and social service programs, monitor all SSI accounts, monitor and research emerging Social Security benefit and related child welfare regulations, policies and procedures, conduct annual full system review to ensure optimal alignment, accuracy and efficiency.

For Information Technology (IT) tasks, provide IT tools and data maintenance techniques and solutions to assist in the continual improvement in identifying, maintaining and monitoring benefits.

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

In November of 2007, California Assembly Bill (AB) 1331 was signed into law that mandates that counties provide screening, application and reassessments to all children in foster care aged 16.5 and older. San Francisco Family and Children's Services Division is committed to ensuring that all foster children and youth in its custody are screened for and receive all Federal or State benefits that they are entitled to, including: Supplemental Security Income (SSI), Social Security Administration/Retirement, Survivor, & Disability Insurance (RSDI), and Veterans Benefits. Counties are mandated to be the representative payee and to create and manage maintenance and dedicated accounts when SSA and SSI benefits are awarded/received. A screening is considered to be an administrative review of child welfare and health records, identifying gaps in information and obtaining necessary documentation for SSI applications. It is mandated by the state that all youth who are not currently receiving SSI (aged 16.5 through 18 years old) be screened annually for Title XVI disability benefits. In addition, mandates require the assurance that SSI benefits are maintained until youth leave the system, which can be up to age 21. To address the needs of the non-minor dependent (NMD) population of youth between ages 18 and 21, it's necessary to apply adult SSI rules/requirements in the maintenance and retention of benefits. It's the intent of FCS to ensure that all mandates are fully documented in agency policy, supported through practice, outcomes measured, and the system continuously reviewed for improvements and accountability. Without this service, San Francisco would be out of compliance with State laws. Children would not be screened for federal benefits, and this would have a significant impact on the San Francisco General

Fund.Outcomes for foster child and youth would be negatively impacted, as stable income and resources directly effects permanency outcomes.

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.
Service was provided in the past under PSC 44333-18/19.

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

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

2. Reason(s) for the Request

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

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

B. Explain the qualifying circumstances:
City lacks subject matter expertise

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: The skill set needed for this work requires detailed, nuanced and current knowledge of the Federal Supplemental Security Income, including the legal landscape, regulatory requirements and fiscal realities facing public agencies for both children and adults. Subject experts in the field are needed to assure children and youth receive all legally required screenings, assessments, applications, appeals and re-assessments. Significant expertise is required to successfully navigate the public sector programs of SSI and Child Welfare. Best practices and law change frequently. Additionally, unique and specific operation analysis, informational technology skills, business processes, systems planning and quality insurance are all required to ensure successful delivery of SSI advocacy and screening and benefits managements. Deep knowledge of multiple public sector program such as SSI, Child Welfare, Medicaid, Children's Health Insurance Program (CHIP), Supplemental Nutritional Assistance Program (SNAP), Temporary Aid for Needy Families (TANF) is required.

B. Which, if any, civil service class(es) normally perform(s) this work? 2903, Eligibility Worker;

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

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

The department has not made available resources for this scope of work

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

A. Explain why civil service classes are not applicable.

The specific public sector knowledge and expertise required for this service go beyond the job specifications of an eligibility worker. Deep, nuanced and constantly updated knowledge is needed in the area of Supplemental Security Income (SSI) for both children and adults. There are no current civil service classes that encompass all the required knowledge, skills and abilities and ages associated with this project. There are no specific classes dedicated to the required dual expertise in both child welfare and SSI programs

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 the constantly shifting nature of the laws, regulations, policies and procedures, it would not be efficient or cost effective to create a class specific to this detailed scope of 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. There are no current civil service classes that encompass all the required knowledge, skills and abilities and ages associated with this project. There are no specific classes dedicated to the required dual expertise in both child welfare and SSI programs. The Department believes this scope of work to not be appropriate for civil service classes.

C. Are there legal mandates requiring the use of contractual services?
Yes. California Assembly Bill 1331

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 08/25/2023, the Department notified the following employee organizations of this PSC/RFP request:
SEIU Local 1021

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

Name: johanna.gendelman Phone: 415-557-5507 Email: johanna.gendelman@sfgov.org

Address: 1650 Mission Street, Suite 500 San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 49798 - 23/24

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 12/18/2023

Receipt of Union Notification(s)

Gendelman, Johanna (HSA)

From: dhr-psccordinator@sfgov.org on behalf of johanna.gendelman@sfgov.org
Sent: Friday, August 25, 2023 1:30 PM
To: Gendelman, Johanna (HSA); SF-DHR-Info@seiu1021.org; max.porter@seiu1021.org; Jason Klumb; Laxamana, Junko (DBI); sarah.wilson@seiu1021.org; Thomas Vitale; Ricardo.lopez@sfgov.org; Kbasconcillo@sflower.org; Sandeep.lal@seiu1021.me; pcamarillo_seiu@sbcglobal.net; Wendy Frigillana; pscreview@seiu1021.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; davidmkersten@gmail.com; XiuMin Li; Sin.Yee.Poon@sfgov.org; David Canham; jtanner940@aol.com; Gendelman, Johanna (HSA); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over \$100K PSC # 49798 - 23/24

RECEIPT for Union Notification for PSC 49798 - 23/24 more than \$100k

The HUMAN SERVICES -- DSS has submitted a request for a Personal Services Contract (PSC) 49798 - 23/24 for \$1,400,000 for Initial Request services for the period 07/01/2024 – 06/30/2029. 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/21334> 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)

AMENDED IN SENATE JULY 13, 2023
 AMENDED IN SENATE JUNE 27, 2023
 AMENDED IN ASSEMBLY APRIL 10, 2023

CALIFORNIA LEGISLATURE— 2023–2024 REGULAR SESSION

ASSEMBLY BILL

NO. 1331

Introduced by Assembly Member Wood

February 16, 2023

An act to amend and renumber Section 130290 of, and to add Section 130213 to, the Health and Safety Code, relating to the California Health and Human Services Data Exchange Framework.

LEGISLATIVE COUNSEL'S DIGEST

AB 1331, as amended, Wood. California Health and Human Services Data Exchange Framework.

Existing law establishes the Center for Data Insights and Innovation within the California Health and Human Services Agency to ensure the enforcement of state law mandating the confidentiality of medical information. Existing law, subject to an appropriation in the annual Budget Act, requires the California Health and Human Services Agency to establish the California Health and Human Services Data Exchange Framework on or before July 1, 2022, to govern and require the exchange of health information among health care entities and government agencies.

This bill would require the Center for Data Insights and Innovation to take over establishment, implementation, and all the functions related to the California Health and Human Services Data Exchange Framework on or before ~~July 1, 2023~~, *January 1, 2024*, subject to an appropriation in the annual Budget Act. The bill would require the center to establish the CalHHS Data Exchange Board, with specified membership, to develop recommendations and to *review, modify, and* approve any modifications to the Data Exchange Framework data sharing agreement, among other things. The bill would require the center to submit an annual report to the Legislature that includes required signatory compliance with the data sharing agreement, assessment of consumer experiences with health information exchange, and evaluation of technical assistance and other grant programs. The bill would require the center, by July 1, 2024, to establish a process to designate qualified health information organizations according to specified criteria.

Digest Key

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: no

Bill Text

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 130290 of the Health and Safety Code is amended and renumbered to read:

130212. (a) On or before July 1, 2022, and subject to an appropriation in the annual Budget Act, the California Health and Human Services Agency, along with its departments and offices and in consultation with stakeholders and local partners, shall establish the California Health and Human Services Data Exchange Framework that shall include a single data sharing agreement and common set of policies and procedures that will leverage and advance national standards for information exchange and data content, and that will govern and require the exchange of health information among health care entities and government agencies in California. On or before ~~July 1, 2023~~, *January 1, 2024*, and subject to an appropriation in the annual Budget Act, the Center for Data Insights and Innovation shall take over establishment, implementation, and all the functions related to the California Health and Human Services Data Exchange Framework, including the data sharing agreement and policies and procedures, from the California Health and Human Services Agency.

(1) The California Health and Human Services Data Exchange Framework is not intended to be an information technology system or single repository of data, rather it is technology agnostic and is a collection of organizations that are required to share health information using national standards and a common set of policies in order to improve the health outcomes of the individuals they serve.

(2) The California Health and Human Services Data Exchange Framework will be designed to enable and require real-time access to, or exchange of, health information among health care providers and payers through any health information exchange network, qualified health information organization, or technology that adheres to specified standards and policies.

(3) The California Health and Human Services Data Exchange Framework shall align with state and federal data requirements, including the federal Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191), the Confidentiality of Medical Information Act of 1996 (Part 2.6 (commencing with Section 56) of Division 1 of the Civil Code), and other applicable state and federal privacy laws related to the sharing of data among and between providers, payers, and the government, while also streamlining and reducing reporting burden.

(4) For the purposes of this section, “health information” means:

(A) For hospitals, clinics, and physician practices, at a minimum, the United States Core Data for Interoperability Version 1, until October 6, 2022. After that date, it shall include all electronic health information as defined under federal regulation in Section 171.102 of Title 45 of the Code of Federal Regulations and held by the entity.

(B) For health insurers and health care service plans, at a minimum, the data required to be shared under the Centers for Medicare and Medicaid Services Interoperability and Patient Access regulations for public programs as contained in United States Department of Health and Human Services final rule CMS-9115-F, 85 FR 25510.

(b) (1) On or before January 31, 2024, the entities listed in subdivision (f), except those identified in paragraph (2), shall exchange health information or provide access to health information to and from every other entity in subdivision (f) in real time as specified by the center pursuant to the California Health and Human Services Data Exchange Framework data sharing agreement for treatment, payment, or health care operations.

(2) The requirement in paragraph (1) shall not apply to physician practices of fewer than 25 physicians, rehabilitation hospitals, long-term acute care hospitals, acute psychiatric hospitals, critical access hospitals,

rural general acute care hospitals with fewer than 100 acute care beds, state-run acute psychiatric hospitals, and any nonprofit clinic with fewer than 10 health care providers until January 31, 2026.

(c) The California Health and Human Services Agency shall convene a stakeholder advisory group no later than September 1, 2021, to advise on the development and implementation of the California Health and Human Services Data Exchange Framework.

(1) The members of the stakeholder advisory group shall be appointed by the Secretary of California Health and Human Services and shall not have a financial interest, individually or through a family member, related to issues the stakeholder advisory group will advise on.

(2) The stakeholder advisory group shall be composed of health care stakeholders and experts, including representatives of all the following:

(A) The State Department of Health Care Services.

(B) The State Department of Social Services.

(C) The Department of Managed Health Care.

(D) The Department of Health Care Access and Information.

(E) The State Department of Public Health.

(F) The Department of Insurance.

(G) The Public Employees' Retirement System.

(H) The California Health Benefit Exchange.

(I) Health care service plans and health insurers.

(J) Physicians, including those with small ~~practices as determined by the Office of Health Care Affordability~~ *practices*.

(K) Hospitals, including public, private, rural, and critical access hospitals.

(L) Clinics, long-term care facilities, behavioral health facilities, or substance use disorder facilities.

(M) Consumers.

(N) Organized labor.

(O) Privacy and security professionals.

(P) Health information technology professionals.

(Q) Community health information organizations.

(R) County health, social services, and public health.

(S) Community-based organizations providing social services.

(T) The State Department of State Hospitals.

(U) The State Department of Developmental Services.

(V) The Emergency Medical Services Authority.

(W) The Department of Corrections and Rehabilitation.

(3) The stakeholder advisory group shall provide information and advice to the California Health and Human Services Agency on health information technology issues, including all of the following:

(A) Identify which data beyond health information as defined in paragraph (4) of subdivision (a), at minimum, should be shared for specified purposes between the entities outlined in this subdivision and subdivision (f).

(B) Identify gaps, and propose solutions to gaps, in the life cycle of health information, including gaps in any of the following:

(i) Health information creation, including the use of national standards in clinical documentation, health plan records, and social services data.

(ii) Translation, mapping, controlled vocabularies, coding, and data classification.

(iii) Storage, maintenance, and management of health information.

(iv) Linking, sharing, exchanging, and providing access to health information.

(C) Identify ways to incorporate data related to social determinants of health, such as housing and food insecurity, into shared health information.

(D) Identify ways to incorporate data related to underserved or underrepresented populations, including, but not limited to, data regarding sexual orientation and gender identity and racial and ethnic minorities.

(E) Identify ways to incorporate relevant data on behavioral health, developmental disabilities, and substance use disorder conditions.

(F) Address the privacy, security, and equity risks of expanding care coordination, health information exchange, access, and telehealth in a dynamic technological, and entrepreneurial environment, where data and network security are under constant threat of attack.

(G) Develop policies and procedures consistent with national standards and federally adopted standards in the exchange of health and social services information, including matters of consent, *privacy, confidentiality, and security*, and ensure that health and social services information sharing broadly implements national frameworks and agreements consistent with federal rules and programs.

(H) Develop definitions of complete clinical, administrative, and claims data consistent with federal policies and national standards.

(I) Identify how all payers will be required to provide enrollees with electronic access to their health information, consistent with rules applicable to federal payer programs.

(J) Assess governance structures to help guide policy decisions and general oversight.

(K) Identify federal, state, private, or philanthropic sources of funding that could support data access and exchange.

(4) The stakeholder advisory group shall hold public meetings with stakeholders, solicit input, and set its own meeting agendas. Meetings of the stakeholder advisory group are subject to the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code).

(5) The members of the stakeholder advisory group shall serve without compensation, but shall be reimbursed for any actual and necessary expenses incurred in connection with their duties as members of the group.

(d) No later than April 1, 2022, the California Health and Human Services Agency shall submit an update, including written recommendations, to the Legislature based on input from the stakeholder advisory group on the issues identified in paragraph (3) of subdivision (c).

(e) On or before January 31, 2023, the center shall work with the California State Association of Counties to encourage the inclusion of county health, public health, and social services, to the extent possible, as part of the California Health and Human Services Data Exchange Framework in order to assist both public and private entities to connect through uniform standards and policies. It is the intent of the Legislature that all state and local public health agencies will exchange electronic health information in real time with participating health care entities to protect and improve the health and well-being of Californians.

(f) On or before January 31, 2023, and in alignment with existing federal standards and policies, the following health care organizations shall execute the California Health and Human Services Data Exchange Framework data sharing agreement pursuant to subdivision (a):

(1) General acute care hospitals, as defined by Section 1250.

(2) ~~Physician-Provider and physician organizations and medical groups~~ as defined by Section 127500.2.

(3) Skilled nursing facilities, as defined by Section 1250, that currently maintain electronic records.

(4) Health care service plans and disability insurers that provide hospital, medical, or surgical coverage that are regulated by the Department of Managed Health Care or the Department of Insurance. This section shall also apply to a Medi-Cal managed care plan under a comprehensive risk contract with the State Department of Health Care Services pursuant to Chapter 7 (commencing with Section 14000) or Chapter 8 (commencing with Section 14200) of Part 3 of Division 9 of the Welfare and Institutions Code that is not regulated by the Department of Managed Health Care or the Department of Insurance.

(5) Clinical laboratories, as that term is used in Section 1265 of the Business and Professions Code, and that are regulated by the State Department of Public Health.

(6) Acute psychiatric hospitals, as defined by Section 1250.

(7) Emergency medical services, as defined by Section 1797.72.

(g) Compliance with subdivision (f) shall be required as a condition of contracting with the State Department of Health Care Services, the Public Employees' Retirement System, and the California Health Benefit Exchange.

(h) The center shall have the authority to determine other categories of entities that shall sign the California Health and Human Services Data Exchange Framework data sharing agreement.

(i) The center shall work with experienced nonprofit organizations and entities represented in the stakeholder advisory group in subdivision (c) to provide technical assistance to the entities outlined in subdivisions (e) and (f).

(j) On or before July 31, 2022, the California Health and Human Services Agency shall develop in consultation with the stakeholder advisory group in subdivision (c) a strategy for unique, secure digital identities capable of supporting master patient indices to be implemented by both private and public organizations in California.

(k) For purposes of implementing this section, including, but not limited to, hiring staff and consultants, facilitating and conducting meetings, conducting research and analysis, and developing the required reports, the center may enter into exclusive or nonexclusive contracts on a bid or negotiated basis. Contracts entered into or amended pursuant to this section shall be exempt from Chapter 6 (commencing with Section 14825) of Part 5.5

of Division 3 of Title 2 of the Government Code, Section 19130 of the Government Code, and Part 2 (commencing with Section 10100) of Division 2 of the Public Contract Code, and shall be exempt from the review or approval of any division of the Department of General Services. A person hired or otherwise retained pursuant to this subdivision shall not be permitted to have any financial interest in the California Health and Human Services Data Exchange Framework or shall not be, or be affiliated with, any health care organization required to participate in the California Health and Human Services Data Exchange Framework pursuant to subdivisions (b) and (f). The term “person,” as used in this subdivision, means any individual, partnership, joint venture, association, corporation, or any other organization or any combination thereof.

(l) (1) The center shall administer, manage, oversee, and enforce the California Health and Human Services Data Exchange Framework and its data sharing agreement, including its related policies and procedures, governance, and all other materials or initiatives related to the California Health and Human Services Data Exchange Framework.

(2) The center shall have the authority to develop a framework for investigating potential violations of the data sharing agreement and its policies and procedures.

(3) The center shall report violations to state licensing entities *or other entities authorized* to ensure compliance with execution of the data sharing agreement or with the data sharing agreement and its policies and procedures.

(4) The center shall be responsible for oversight of the dispute resolution and grievance processes for the California Health and Human Services Data Exchange Framework.

(5) The center shall submit an annual report to the Legislature that includes required signatory compliance with the data sharing agreement, assessment of consumer experiences with health information exchange, and evaluation of technical assistance and other grant programs. The report shall be submitted in compliance with Section 9795 of the Government Code.

(m) (1) The center shall establish and administer the CalHHS Data Exchange Board. The board shall be separate and distinct from the stakeholder advisory group.

(2) (A) The board shall be composed of five voting members and seven nonvoting members.

(B) The voting members shall be as follows:

(i) The Secretary of California Health and Human Services, or their designee, shall serve as the chair and as an ex officio member of the board.

(ii) Two individuals appointed by the Governor, and at least one of whom shall be a consumer representative.

(iii) One individual appointed by the Speaker of the Assembly.

(iv) One individual appointed by the Senate Committee on Rules.

(C) The nonvoting members shall be comprised of one representative from each of the following, who shall be ex officio members of the board:

(i) The Public Employees’ Retirement System.

(ii) The California Health Benefit Exchange.

(iii) The State Department of Health Care Services.

(iv) The State Department of Developmental Services.

(v) The Emergency Medical Services Authority.

(vi) The State Department of State Hospitals.

(vii) The Department of Corrections and Rehabilitation.

(3) Each individual appointed to the board shall have demonstrated and acknowledged expertise, as needed, in health information exchange, health data privacy, and administration of public and private health care or social service delivery systems. The appointing authorities shall consider the expertise of the other board members and attempt to make appointments so that the board's composition reflects a diversity of expertise and perspectives. The appointing authorities shall take into consideration the cultural, ethnic, and geographical diversity of the state so that the board's composition reflects the communities of California.

(4) Board members, other than ex officio members, shall serve up to two terms of four years per term, except that the initial appointment by the Speaker of the Assembly shall be for a term of five years, and the initial appointment by the Senate Committee on Rules shall be for a term of five years. Appointed board members shall be eligible for reappointment at the end of their first term. A board member may continue to serve until the appointment and qualification of their successor. Vacancies shall be filled by appointment for an unexpired term.

(5) ~~Board members shall be subject to strict conflict-of-interest policies.~~ *The board shall be subject to Article 3 (commencing with Section 87300) of Chapter 7 of Title 9 of the Government Code and the regulations promulgated thereunder.*

(6) Except for those who are board members pursuant to subparagraph (C) of paragraph (2), a board member shall not be employed by, a member of the board of directors of, affiliated with, a vendor to, or otherwise a representative of signatories of, the California Health and Human Services Data Exchange Framework data sharing agreement while serving as a board member.

(7) Board members shall not have a conflict of interest and shall disclose all financial interests, investments, and positions in business entities or any signatories to the California Health and Human Services Data Exchange Framework data sharing agreement using the form as specified by the center's ~~conflict-of-interest~~ *conflict-of-interest* code.

(8) Board members shall serve without compensation, but shall be reimbursed for any actual and necessary expenses incurred in connection with their duties as board members.

(n) (1) The board shall *review, modify, and* approve modifications to the California Health and Human Services Data Exchange Framework data sharing agreement and its policies and procedures and any new policies and procedures developed by the center.

(2) The board shall review, modify, and approve new data sharing requirements for signatories to the California Health and Human Services Data Exchange Framework data sharing agreement developed by the center.

(3) The board may advance recommendations on criteria and procedures on health information exchange technical assistance, onboarding, and other grant programs established by the center.

(4) The board shall develop recommendations to the Legislature and the Governor on statutory amendments to align state law with federal law to advance health information exchange.

(5) The board shall review, modify, and approve changes to the California Health and Human Services Data Exchange Framework priorities and principles as developed by the center and shall advise the center on the advancement of those priorities and principles.

- (6) Subject to appropriation by the Legislature and in partnership with the center, the board shall develop a consumer outreach and education program that informs individuals of their rights, as well as the benefits of health data exchange, and provides a forum for members of the public to provide ongoing input related to health information exchange.
- (7) On or before January 1, 2025, the board shall convene stakeholders, including data exchange signatories, consumer advocates, and racial equity experts, to develop recommendations for statutory changes, training and technical assistance, and best practices to require the entities listed in subdivision (f) to collect individual level demographic and health-related social needs data about Californians served, using the demographic and social needs data categories in the latest version of the United States Core Data for Interoperability adopted through the federal Office of the National Coordinator for Health IT Standards Version Advancement Process.
- (8) On or before July 1, 2025, the center shall publish a policy proposal to adopt or modify the recommendations developed pursuant to paragraph (7).
- (9) The board shall review the annual report submitted to the Legislature by the center pursuant to paragraph (5) of subdivision (1).
- (o) (1) All actions to implement the California Health and Human Services Data Exchange Framework, including the adoption or development of any data sharing agreement, requirements, policies and procedures, guidelines, subgrantee contract provisions, or reporting requirements, shall be exempt from the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code). The center shall release program notices that detail the requirements of the California Health and Human Services Data Exchange Framework.
- (2) The center may, but is not obligated to, enact recommendations advanced by the board in accordance with the law and its rulemaking authority.
- (3) The center may adopt reasonable rules and regulations to implement, administer, and oversee its duties under this section in accordance with Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code.
- (4) The center may adopt emergency regulations to consolidate, clarify, or make consistent regulations, including emergency regulations adopted to implement this section.
- (5) A ~~rule~~ *rule, action*, or regulation adopted pursuant to this section shall be discussed by the board during at least one properly noticed board meeting before the ~~office~~ *center* adopts the rule or regulation.
- (6) The board may call emergency meetings *with at least five business days' notice* for the purpose of discussing ~~regulations~~ *regulation changes for purposes of federal regulatory compliance*. Once the board is established, the center shall bring each proposed regulation to the board to be discussed at least ~~one~~ *at one board meeting* before adoption.
- (7) The center may readopt any emergency regulation authorized by this section that is the same as, or substantially equivalent to, an emergency regulation previously adopted as authorized by this section. A readoption shall be limited to one time for each regulation.
- (8) An emergency regulation adopted pursuant to this section after the establishment of the board shall be repealed by operation of law unless the adoption, amendment, or repeal of the regulation is promulgated by the center within five years of the initial adoption of the emergency regulation.
- (9) Notwithstanding any other law, the adoption of emergency regulations and the readoption of emergency regulations authorized by this section, if done on or before December 31, 2025, shall be deemed an emergency and necessary for the immediate preservation of the public peace, health, safety, or general welfare. The emergency regulations and the readopted emergency regulations authorized by this section shall each be

submitted to the Office of Administrative Law for filing with the Secretary of State and shall remain in effect for no more than 180 days, by which time final regulations may be adopted.

(p) For purposes of this section:

(1) “Board” means the CalHHS Data Exchange Board established pursuant to subdivision (m).

(2) “Center” means the Center for Data Insights and Innovation.

(3) “Qualified health information organization” means an entity that has applied for, and satisfied, the process and criteria described in Section 130213.

SEC. 2. Section 130213 is added to the Health and Safety Code, to read:

130213. (a) No later than July 1, 2024, the center shall establish a process to designate qualified health information organizations as data-sharing intermediaries that have demonstrated their ability to meet requirements of the California Health and Human Services Data Exchange Framework. Health and human service ~~organization~~ *organizations* may comply with the data exchange framework by participating in and sharing information with a qualified health information organization.

(b) The criteria for qualification shall include, but not be limited to, being a nonprofit California regional or multiregional data network that meets all of the following organizational, functional, and operational requirements:

(1) Connects to electronic health record (EHR) systems of participating health care providers.

(2) Cleans, matches, securely stores, aggregates, and unifies clinical health and social service records to support care coordination, population health management, and analytic quality improvement and reporting.

(3) ~~Is unaffiliated with a health care organization or EHR provider. Is not an EHR vendor, a subsidiary of an EHR vendor, or an enterprise network that is exclusively available to organizations contractually partnered with a distinct health care organization such as a hospital or fully integrated delivery system.~~

(4) Welcomes the participation of any health care provider, health plan, social services provider, or public health organization in the network’s service area.

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: HUMAN SERVICESDept. Code: DSSType of Request: Initial Modification of an existing PSC (PSC # 44333 - 18/19)Type of Approval: Expedited Regular Annual Continuing (Omit Posting)Type of Service: ProfessionalFunding Source: City, State and FederalPSC Original Approved Amount: \$820,000PSC Original Approved Duration: 07/01/19 - 06/30/23 (4 years)PSC Mod#1 Amount: \$200,000PSC Mod#1 Duration: 01/26/22-06/30/24 (1 year 1 day)PSC Cumulative Amount Proposed: \$1,020,000PSC Cumulative Duration Proposed: 5 years 1 day**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

The work is Social Security Administration benefits advocacy, screening, maintenance, administration and management assistance for children and youth involved with the San Francisco Foster Care system. The proposed work covers three main areas: Supplemental Security Income (SSI) advocacy, screening and eligibility, county and systems coordination, and information technology for children and youth

For SSI services, the tasks include: provide staff daily to review hard copy and electronic child welfare files to identify those that may be eligible to receive SSI benefits, create and maintain options for referrals, coordinate and implement screening on behalf of foster children, provide support options to facilitate the completion of the application, collect and copy information needed to support SSI application and re-assessments, process payee changes, maintain records on each child, provide direction for over and under payments, provide legal support, review all denied cases, provide advocacy and provide recommendations to the County and research and problem solve to ensure accurate benefits.

For County and System coordination, the tasks include: assist county to design, implement, coordinate, prioritize and maintain application reviews, maintain and develop system to monitor all youth turning 18 and youth in care at 16.5 for screening, create and implement annual rescreening, provide clear accounting of benefits from SSI, ensure financial integration with County financial and social service programs, monitor all SSI accounts, monitor and research emerging Social Security benefit and related child welfare regulations, policies and procedures, conduct annual full system review to ensure optimal alignment, accuracy and efficiency.

For Information Technology (IT) tasks, provide IT tools and data maintenance techniques and solutions to assist in the continual improvement in identifying, maintaining and monitoring benefits.

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

In November of 2007, California Assembly Bill (AB) 1331 was signed into law that mandates that counties provide screening, application and reassessments to all children in foster care aged 16.5 and older. San Francisco Family and Children's Services Division is committed to ensuring that all foster children and youth in it's custody are screened for and receive all Federal or State benefits that they are entitled to, including: Supplemental Security Income (SSI), Social Security Administration/Retirement, Survivor, & Disability Insurance (RSDI), and Veterans Benefits. Counties are mandated to be the representative payee and to create and manage maintenance and dedicated accounts when SSA and SSI benefits are awarded/received. A screening is considered to be an administrative review of child welfare and health records, identifying gaps in information and obtaining necessary documentation for SSI applications. It is mandated by the state that all youth who are not currently receiving SSI (aged 16.5 through 18 years old) be screened annually for Title XVI disability benefits. In addition, mandates require the assurance that SSI benefits are maintained until youth leave the system, which can be up to age 21. To address the needs of the non-minor dependent (NMD) population of youth between ages 18 and 21, it's necessary to apply adult SSI rules/requirements in the maintenance and retention of benefits. It's the intent of FCS to ensure that all mandates are fully documented in agency policy, supported through practice, outcomes measured, and the system continuously reviewed for improvements and accountability. Without this service, San Francisco would be out of compliance with State laws. Children would not be screened for federal benefits, and this would have a significant impact on the San Francisco General Fund. Outcomes for foster child and youth would be negatively impacted, as stable income and resources directly effects permanency outcomes.

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 44333 - 18/19

D. Will the contract(s) be renewed?

Yes.

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

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 City lacks the skill set required for the detailed, nuanced and current knowledge of the Federal Supplemental Security Income, including the legal landscape, regulatory requirements and fiscal realities. The City has no such subject matter experts.

B. Reason for the request for modification:

Contract is being extended two years for additional dollars

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: The skill set needed for this work requires detailed, nuanced and current knowledge of the Federal Supplemental Security Income, including the legal landscape, regulatory requirements and fiscal realities facing public agencies for both children and adults. Subject experts in the field are needed to assure children and youth receive all legally required screenings, assessments, applications, appeals and re-assessments. Significant expertise is required to successfully navigate the public sector programs of SSI and Child Welfare. Best practices and law change frequently. Additionally, unique and specific operation analysis, informational technology skills, business processes, systems planning and quality insurance are all required to ensure successful delivery of SSI advocacy and screening and benefits managements. Deep knowledge of multiple public sector program such as SSI, Child Welfare, Medicaid, Children's Health Insurance Program (CHIP), Supplemental Nutritional Assistance Program (SNAP), Temporary Aid for Needy Families (TANF) is required.
- B. Which, if any, civil service class(es) normally perform(s) this work? 2903, Eligibility Worker;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No

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

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 specific public sector knowledge and expertise required for this service go beyond the job specifications of an eligibility worker. Deep, nuanced and constantly updated knowledge is needed in the area of Supplemental Security Income (SSI) for both children and adults. There are no current civil service classes that encompass all the required knowledge, skills and abilities and ages associated with this project. There are no specific classes dedicated to the required dual expertise in both child welfare and SSI programs
- 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 the constantly shifting nature of the laws, regulations, policies and procedures, it would not be efficient or cost effective to create a class specific to this detailed scope of 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 training is involved
- C. Are there legal mandates requiring the use of contractual services?
No.

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

7. **Union Notification:** On 03/29/22, the Department notified the following employee organizations of this PSC/RFP request:
SEIU Local 1021;

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

Name: johanna gendelman Phone: 415-557-5507 Email: johanna.gendelman@sfgov.org

Address: 1650 Mission Street, Suite 300, San Francisco, CA, 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 44333 - 18/19

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 06/23/2022

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: Professional

Funding Source: City, State and Federal

PSC Amount: \$820,000

PSC Est. Start Date: 07/01/2019

PSC Est. End Date 06/30/2023

1. Description of Work

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

The work is Social Security Administration benefits advocacy, screening, maintenance, administration and management assistance for children and youth involved with the San Francisco Foster Care system. The proposed work covers three main areas: Supplemental Security Income (SSI) advocacy, screening and eligibility, county and systems coordination, and information technology for children and youth

For SSI services, the tasks include: provide staff daily to review hard copy and electronic child welfare files to identify those that may be eligible to receive SSI benefits, create and maintain options for referrals, coordinate and implement screening on behalf of foster children, provide support options to facilitate the completion of the application, collect and copy information needed to support SSI application and re-assessments, process payee changes, maintain records on each child, provide direction for over and under payments, provide legal support, review all denied cases, provide advocacy and provide recommendations to the County and research and problem solve to ensure accurate benefits.

For County and System coordination, the tasks include: assist county to design, implement, coordinate, prioritize and maintain application reviews, maintain and develop system to monitor all youth turning 18 and youth in care at 16.5 for screening, create and implement annual rescreening, provide clear accounting of benefits from SSI, ensure financial integration with County financial and social service programs, monitor all SSI accounts, monitor and research emerging Social Security benefit and related child welfare regulations, policies and procedures, conduct annual full system review to ensure optimal alignment, accuracy and efficiency.

For Information Technology (IT) tasks, provide IT tools and data maintenance techniques and solutions to assist in the continual improvement in identifying, maintaining and monitoring benefits.

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

In November of 2007, California Assembly Bill (AB) 1331 was signed into law that mandates that counties provide screening, application and reassessments to all children in foster care aged 16.5 and older. San Francisco Family and Children's Services Division is committed to ensuring that all foster children and youth in it's custody are screened for and receive all Federal or State benefits that they are entitled to, including: Supplemental Security Income (SSI), Social Security Administration/Retirement, Survivor, & Disability Insurance (RSDI), and Veterans Benefits. Counties are mandated to be the representative payee and to create and manage maintenance and dedicated accounts when SSA and SSI benefits are awarded/received. A screening is considered to be an administrative review of child welfare and health records, identifying gaps in information and obtaining necessary documentation for SSI applications. It is mandated by the state that all youth who are not currently receiving SSI (aged 16.5 through 18 years old) be screened annually for Title XVI disability benefits. In addition, mandates require the assurance that SSI benefits are maintained until youth leave the system, which can be up to age 21. To address the needs of the non-minor dependent (NMD) population of youth between ages 18 and 21, it's necessary to apply adult SSI rules/requirements in the maintenance and retention of benefits. It's the intent of FCS to ensure that all mandates are fully documented in agency policy, supported through practice, outcomes measured, and the system continuously reviewed for improvements

and accountability. Without this service, San Francisco would be out of compliance with State laws. Children would not be screened for federal benefits, and this would have a significant impact on the San Francisco General Fund. Outcomes for foster child and youth would be negatively impacted, as stable income and resources directly effects permanency outcomes.

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 services has been provided by Contractors since it's inception with the State law in 2006.

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:

The City lacks the skill set required for the detailed, nuanced and current knowledge of the Federal Supplemental Security Income, including the legal landscape, regulatory requirements and fiscal realities. The City has no such subject matter experts.

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

A. Specify required skills and/or expertise: The skill set needed for this work requires detailed, nuanced and current knowledge of the Federal Supplemental Security Income, including the legal landscape, regulatory requirements and fiscal realities facing public agencies for both children and adults. Subject experts in the field are needed to assure children and youth receive all legally required screenings, assessments, applications, appeals and re-assessments. Significant expertise is required to successfully navigate the public sector programs of SSI and Child Welfare. Best practices and law change frequently. Additionally, unique and specific operation analysis, informational technology skills, business processes, systems planning and quality insurance are all required to ensure successful delivery of SSI advocacy and screening and benefits managements. Deep knowledge of multiple public sector program such as SSI, Child Welfare, Medicaid, Children's Health Insurance Program (CHIP), Supplemental Nutritional Assistance Program (SNAP), Temporary Aid for Needy Families (TANF) is required.

B. Which, if any, civil service class(es) normally perform(s) this work? 2903, Eligibility Worker;

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

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

None, these services are highly specific and cross both child and adult programs

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

A. Explain why civil service classes are not applicable.

The specific public sector knowledge and expertise required for this service go beyond the job specifications of an eligibility worker. Deep, nuanced and constantly updated knowledge is needed in the area of Supplemental Security Income (SSI) for both children and adults. There are no current civil service classes that encompass all the required knowledge, skills and abilities and ages associated with this project. There are no specific classes dedicated to the required dual expertise in both child welfare and SSI programs

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 the constantly shifting nature of the laws, regulations, policies and procedures, it would not be efficient or cost effective to create a class specific to this detailed scope of 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 involved

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

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

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

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

7. Union Notification: On 03/19/2019, the Department notified the following employee organizations of this PSC/RFP request:
SEIU Local 1021

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

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

Address: 1650 Mission Street, Suite 300 San Francisco, CA, 94102

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 44333 - 18/19

DHR Analysis/Recommendation:

action date: 06/17/2019

Commission Approval Required

Approved by Civil Service Commission

06/17/2019 DHR Approved for 06/17/2019

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: Community Assistance, Recovery and Empowerment (CARE) Court Program

Funding Source: General Fund

PSC Amount: \$5,800,000

PSC Est. Start Date: 01/01/2024

PSC Est. End Date 12/31/2025

1. Description of Work

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

Contractor will create a Community Assistance, Recovery and Empowerment (CARE) Court program that will provide comprehensive clinical case management to severely mentally ill adults who have been court ordered or entered into a CARE Agreement through CARE Court. The goal of this program is to provide intensive outpatient services to consumers in order to improve their quality of life and support them with connecting to the appropriate level of care to prevent further psychiatric hospitalizations and incarcerations.

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

The contractor will provide intensive outpatient services to severely mentally ill adults under court order or CARE agreements. Denial of services can lead to: 1) Deteriorating mental health and reduced quality of life 2) Increased psychiatric hospitalizations 3) Higher rates of incarceration 4) Difficulty accessing appropriate 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 is a new service.

D. Will the contract(s) be renewed?

Yes, as funding is available.

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

not applicable

2. Reason(s) for the Request

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

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

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

B. Explain the qualifying circumstances:

State Senate Bill 1338 mandates that the City implement CARE Court by October 1, 2023. Given the tight deadline, the department must engage external resources to accommodate the expected influx of referrals and petitions.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Essential qualifications include a strong background in a clinical mental health setting, expertise in care planning and resource coordination, legal knowledge, crisis management skills, familiarity with community resources, exceptional communication abilities, data

management proficiency, collaboration skills, and empathy. These skills are essential for the program's goals of improving the lives of severely mentally ill adults, preventing hospitalizations and incarcerations, and connecting individuals to the right level of care in an outpatient setting.

B. Which, if any, civil service class(es) normally perform(s) this work? 2930, Psychiatric Social Worker; 2932, Sr Psychiatric Social Worker;

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

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

DPH has not yet initiated efforts to obtain these services through available City resources, as State Senate Bill 1338 mandates the launch of CARE Court beginning October 1, 2023. In order to ensure the timely establishment of CARE Court operations, we must engage external resources.

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

A. Explain why civil service classes are not applicable.

State Senate Bill 1338 requires implementation of the CARE Court system beginning October 1, 2023. Utilizing civil service classes is not a feasible option because the City hiring process will take longer than one month.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. Civil service classes that could perform the work already exist.

6. Additional Information

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
No. Training is not part of this contract; however, civil service staff may gain knowledge transfer due to the level of collaboration and interaction with existing civil service programs.

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

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

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

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

7. Union Notification: On 09/22/2023, 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: Kelly Hiramoto Phone: 415-255-3492 Email: kelly.hiramoto@sfdph.org

Address: 1380 Howard Street San Francisco, CA

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 40706 - 23/24

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 12/18/2023

Receipt of Union Notification(s)

Receipt of Notice for new PCS over \$100K PSC # 40706 - 23/24

dhr-psccordinator@sfgov.org

on behalf of

kelly.hiramoto@sfdph.org

Fri 9/22/2023 4:17 PM

To:Hiramoto, Kelly (DPH) <kelly.hiramoto@sfdph.org>;cade.crowell@seiu1021.org <cade.crowell@seiu1021.org>;max.porter@seiu1021.org <max.porter@seiu1021.org>;Laxamana, Junko (DBI) <Junko.Laxamana@sfgov.org>;sarah.wilson@seiu1021.org <sarah.wilson@seiu1021.org>;Sandeep.lal@seiu1021.me <Sandeep.lal@seiu1021.me>;leah.berlanga@seiu1021.org <leah.berlanga@seiu1021.org>;matthew.torres@seiu1021.org <matthew.torres@seiu1021.org>;SF-DHR-Info@seiu1021.org <SF-DHR-Info@seiu1021.org>;Najuawanda Daniels <najuawanda.daniels@seiu1021.org>;Jason Klumb <Jason.Klumb@seiu1021.org>;Frigault, Noah (HRC) <noah.frigault@sfgov.org>;Julie.Meyers@sfgov.org <Julie.Meyers@sfgov.org>;Thomas Vitale <thomas.vitale@seiu1021.org>;Ricardo.Lopez@sfgov.org <Ricardo.lopez@sfgov.org>;Kbasconillo@sfgwater.org <Kbasconillo@sfgwater.org>;pcamarillo_seiu@sbcglobal.net <pcamarillo_seiu@sbcglobal.net>;Wendy Frigillana <wendy.frigillana@seiu1021.org>;pscreview@seiu1021.org <pscreview@seiu1021.org>;ted.zarzecki@seiu1021.net <ted.zarzecki@seiu1021.net>

RECEIPT for Union Notification for PSC 40706 - 23/24 more than \$100k

The PUBLIC HEALTH -- DPH has submitted a request for a Personal Services Contract (PSC) 40706 - 23/24 for \$5,800,000 for Initial Request services for the period 01/01/2024 – 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/21430> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions

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

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

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - 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 Architectural Design Services

Funding Source: Departmental Work Orders

PSC Amount: \$30,000,000

PSC Est. Start Date: 12/18/2023

PSC Est. End Date 06/30/2030

1. Description of Work

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

Architectural services on an as-needed basis, for public building projects including but not limited to master plans, environmental reviews, programming and planning studies, assessments of existing facilities, green building evaluations, utility studies, design drawings, specifications, cost estimates, project schedules, adaptive re-use of existing facilities, modifications to life safety systems and other infrastructure, and new facilities.

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

The as-needed contracts will only be utilized when Public Works cannot provide the services in a timely manner due to unavailability of staff or when specialty services are required. This service is necessary for Public Works to ensure effective program delivery, organizational efficiency, and identify cost saving methodologies and technologies to support current and future programs and operations. Denial of these can negatively impact the day-to-day operations, long-term mission/goals of the Department, and facilities that are of public interest.

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

Yes, this service has been provided in the past. Most recent personal services contract approval number is PSC 42862-20/21.

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. The contracts will have duration of no more than 5 years.

2. Reason(s) for the Request

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

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

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.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Professional architectural services typically required for building projects in the public sector; services of licensed sub-consultants with expertise including but not limited to

the following disciplines: historic preservation, civil, structural, electrical, mechanical/plumbing, resource efficiency with availability of LEED Accredited Professionals, LEED Compliance, building commissioning, elevator, access specialist, fire protection, code compliance, waterproofing, roofing, landscape architecture, lighting, audio/visual, telecom, IT, security, acoustical, signage/wayfinding, food service consulting, architectural photography, curtain wall, hardware, and facilities' furnishings/interior design.

- B. Which, if any, civil service class(es) normally perform(s) this work? 5211, Eng/Arch/Landscape Arch Sr; 5215, Fire Protection Engineer; 5218, Structural Engineer; 5219, Senior Structural Engineer; 5260, Architectural Assistant 1; 5261, Architectural Assistant 2; 5262, Landscape Architect Assoc 1; 5265, Architectural Associate 1; 5266, Architectural Associate 2; 5268, Architect; 5272, Landscape Architect Assoc 2; 5274, Landscape Architect;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No

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

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.
These are as-needed contract services only. They will only be utilized when the following conditions exist: The Bureau is working at full capacity and postponement of pending projects would be contrary to the public interest, or specialized services are required that are not available internally and for which there is no ongoing demand that justifies the hiring of permanent City staff with the necessary expertise.
- 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 Classifications already exist. The services are only going to be utilized on an as-needed 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. Since City staff are knowledgeable about most aspects of general Architectural Design work, and the specialty services are only going to be utilized on an as-needed basis, there is no need for Consultants to provide training to existing staff.
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
Yes. Some Federal Aviation Administration (FAA) grants require independent engineering investigations and cost estimates. Refer to Chapters 1 & 2 of the FAA Advisory Circular attached.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
No.

7. **Union Notification:** On 10/13/2023, 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: Alexander Burns Phone: 415-554-6411 Email: alexander.burns@sfdpw.org

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

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 49897 - 23/24

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 12/18/2023

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of alexander.burns@sfdpw.org
To: [Burns, Alexander \(DPW\)](mailto:Burns,Alexander@dpw.org); kdavis@ifpte21.org; jharding@ifpte21.org; mweirick@ifpte21.org; 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; [Sy_Don \(DPW\)](mailto:Sy_Don@dpw.org); [DHR-PSCCoordinator, DHR \(HRD\)](mailto:DHR-PSCCoordinator.DHR@hrd.org)
Subject: Receipt of Notice for new PCS over \$100K PSC # 49897 - 23/24
Date: Friday, October 13, 2023 8:59:41 AM

RECEIPT for Union Notification for PSC 49897 - 23/24 more than \$100k

The GENERAL SERVICES AGENCY - PUBLIC WORKS -- DPW has submitted a request for a Personal Services Contract (PSC) 49897 - 23/24 for \$30,000,000 for Initial Request services for the period 12/18/2023 – 06/30/2030. 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/21548> 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)



Advisory Circular

Consolidated AC Includes Change 1

Subject: Architectural, Engineering, and Planning
Consultant Services for Airport Grant Projects

Date: 9/25/2015

AC No: 150/5100-14E

Initiated By: AAS-100 **Change:** 1

1 **Purpose.**

This advisory circular (AC) provides guidance for airport Sponsors in the selection and engagement of architectural, engineering, and planning consultants. It also discusses services that normally would be included in an airport grant project, types of contracts for these services, contract format and provisions, and guidelines for determining the reasonableness of consultant fees.

2 **Cancellation.**

This AC cancels AC 150/5100-14D, *Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects*, dated August 30, 2005.

3 **Applicability.**

A Sponsor is required to award each contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, land acquisition services, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 (40 U.S.C. Chapter 11, Selection of Architects and Engineers), or an equivalent qualifications-based requirement prescribed for or by the Sponsor of the airport. See 49 U.S.C. § 47107(a) (17) and the grant assurances.

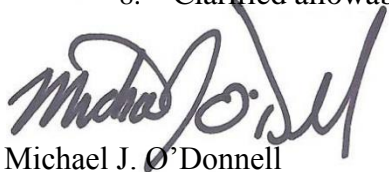
Title 2 of the Code of Federal Regulations (C.F.R.), part 200, establishes uniform administrative rules for Federal grants. The FAA prepared this guidance to assist Sponsor compliance with the procurement requirements of §§200.317-200.326.

This AC does not apply to airport projects that are fully funded with passenger facility charge (PFC) funds.

4 Principal Changes.

The AC incorporates the following principal changes. The revisions made by Change 1 are marked by horizontal bars in the outside margins.

1. Clarified Independent Fee Estimates processes.
2. Clarified multiple consultant selection process.
3. Added “Specific Rates of Compensation” method of contracting.
4. Revised and expanded discussion of Alternative Project Delivery Methods, moved to Appendix G.
5. Updated the advisory circular format to the decimal numbering system.
6. The Office of Management and Budget published the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule, in 78 Federal Register Notice 78590, December 26, 2013. This final guidance contains the administrative requirements formerly contained in (A-110 and A-102), cost principles (A-21, A-87, and A-22), and audit requirements (A-50, A-89, and A-133) for federal awards. As of December 26, 2014, a Sponsor must implement applicable the requirements of 2 CFR §200 to remain allowable for federal assistance.
7. Further clarified multiple consultant selection processes.
8. Clarified allowable costs, applicability of profit and pass-through costs.



Michael J. O'Donnell
Director of Airport Safety and Standards

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CHAPTER 1. INTRODUCTION

1.1 **Overview.**

This advisory circular (AC) provides guidance for airport Sponsors in the selection and engagement of architectural, engineering, and planning consultants. This AC discusses services normally included in an airport grant project, types of contracts for these services, contract format, and guidelines for determining the reasonableness of consultant fees.

1.2 **Definitions.**

Definitions of the terms used in this AC are listed in Appendix A.

1.3 **Referenced Documents.**

Documents and regulations referenced throughout this circular are listed in Appendix B.

1.4 **Types of Consultant Services.**

There are two separate and distinct categories of consultant services that are typically utilized for projects conducted under airport grant programs. The first category involves planning services. The second category involves professional services for the design and construction administration/inspection of airport development projects and for land acquisition projects.

1.4.1 Aviation Planning Services.

This category includes studies under the broad headings of airport system and master planning, airport noise compatibility planning and environmental assessments and related studies. These studies include, but are not limited to, the following activities:

1. Design study to establish the framework and detailed work program.
2. Airport data collection and facility inventories.
3. Aeronautical activity forecasts and demand/capacity analyses.
4. Facility requirements determination.
5. Airfield modeling for capacity and delay.
6. Airport layout and terminal area plan development.
7. Airport noise studies under 14 CFR Parts 150 and 161.
8. Compatible land-use planning in the vicinity of airports.
9. Airport site selection studies.
10. Airport development schedules and cost estimates.
11. Airport financial planning and benefit cost analysis.

12. Participation in public information and community involvement programs and/or public hearings relating to airport development and planning projects.
13. Environmental Assessments (EA), Environmental Impact Statements (EIS), and other studies in accordance with FAA Orders 5050.4 and 1050.1.
14. Preparation of or updating of the airport layout plan.
15. Airspace analysis.
16. GIS data collection, entry, and analysis and other electronic graphical/mapping efforts.

1.4.2 Architectural/Engineering Services for Airport Development Projects.

This category includes the basic A/E services normally required for airport development projects. It involves services generally of an architectural, civil, geotechnical, structural, mechanical, and electrical engineering nature. In addition, there may be some services outside those normally considered basic that are discussed in paragraph 1.5. The basic services are usually conducted in, but are not limited to, the five distinct and sequential phases summarized below:

1.4.2.1 **Preliminary Phase.**

This phase involves those activities required for defining the scope of a project and establishing preliminary requirements. Some examples of activities within this phase of a project include, but are not limited to:

1. Coordinating with the Sponsor on project scope requirements, finances, schedules, operational safety and phasing considerations, site access and other pertinent matters.
2. As applicable, coordinating project with local FAA personnel and other interested stakeholders to identify potential impacts to their operations.
3. Planning, procuring, and/or preparing necessary surveys, geotechnical engineering investigations, field investigations, and architectural and engineering studies required for design considerations.
4. Developing design schematics, sketches, environmental and aesthetic considerations, project recommendations, and preliminary layouts and cost estimates.
5. Preparing project design criteria and other bridging documents commonly used for alternative project delivery methods such as design-build contracting.

1.4.2.2 **Design Phase.**

This phase includes all activities required to undertake and accomplish a full and complete project design. Examples include, but are not limited to, those below:

1. Conducting and attending meetings and design conferences to obtain information and to coordinate or resolve design matters.

2. Collecting engineering data and undertaking field investigations; performing geotechnical engineering studies; and performing architectural, engineering, and special environmental studies.
3. Preparing necessary engineering reports and recommendations.
4. Preparing detailed plans, specifications, cost estimates, and design/construction schedules.
5. Preparing Construction Safety and Phasing Plan (CSPP).
6. Printing and providing necessary copies of engineering drawings and contract specifications.

1.4.2.3 **Bidding and Negotiation Phase.**

These activities are sometimes considered part of the construction phase. They involve assisting the Sponsor in advertising and securing bids, negotiating for services, analyzing bid results, furnishing recommendations on the award of contracts, and preparing contract documents.

1.4.2.4 **Construction Phase.**

This phase may include all basic services rendered after the award of a construction contract, including, but not limited to, the following activities:

1. Providing consultation and advice to the Sponsor during all phases of construction.
2. Representing the Sponsor at preconstruction conferences.
3. Inspecting work in progress periodically and providing appropriate reports to the Sponsor.
4. Reviewing and approving shop and erection drawings submitted by contractors for compliance with design concept/drawings.
5. Reviewing, analyzing, and accepting laboratory and mill test reports of materials and equipment.
6. Assisting in the negotiation of change orders and supplemental agreements.
7. Observing or reviewing performance tests required by specifications.
8. Determining amounts owed to contractors and assisting Sponsors in the preparation of payment requests for amounts reimbursable from grant projects.
9. Making final inspections and submitting punch-lists and a report of the completed project to the Sponsor.
10. Reviewing operations and maintenance manuals.

1.4.2.5 **Project Closeout Phase.**

This phase includes all basic services rendered after the completion of a construction contract, including, but not limited to, the following activities:

1. Making final inspections and submitting punch-lists and a report of the completed project to the Sponsor.
2. Providing record drawings.
3. Preparing summary of material testing report
4. Preparing summary of project change orders
5. Preparing grant amendment request and associated justification, if applicable.
6. Preparing final project reports including financial summary.
7. Obtaining release of liens from all contractors.

1.5 **Special Services.**

1.5.1 The development of some projects may involve activities or studies outside the scope of the basic design services routinely performed by the consultant. These special services may vary greatly in scope, complexity, and timing and may involve a number of different disciplines and fields of expertise.

1.5.2 Consultants performing special services may be employed directly by the Sponsor to implement one or more phases of a project or may be employed by the principal consultant via a subcontract agreement. In certain instances, these services may be performed by the principal consultant. Some examples of special services that might be employed for airport projects include, but are not limited to, the following:

1. Soil investigations, including core sampling, laboratory tests, related analyses, and reports.
2. Detailed mill, shop, and/or laboratory inspections of materials and equipment.
3. Land surveys and topographic maps.
4. Field and/or construction surveys.
5. Photogrammetry surveys.
6. Onsite construction inspection and/or management involving the services of a full-time resident engineer(s), inspector(s), or manager(s) during the construction or installation phase of a project. This differs from the periodic inspection responsibilities included as part of the basic services.
7. Special environmental studies and analyses.
8. Expert witness testimony in litigation involving specific projects.
9. Project feasibility studies.

10. Public information and community involvement surveys, studies, and activities.
11. Preparation of record drawings.
12. Assisting the Sponsor in the preparation of necessary applications for local, State, and Federal grants.
13. Preparation of an as-built airport layout plan.
14. Preparation of property maps.
15. Preparation of quality control plan.
16. Preparation of final report.

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CHAPTER 2. PROCEDURES FOR SELECTION OF CONSULTANTS

2.1 **General.**

The procedures included in this chapter provide guidance for Sponsors in the selection and engagement of architectural, engineering, environmental, and planning consultants on projects funded wholly or in part under Federal airport grant programs. Adherence to these procedures will assure a Sponsor of compliance with the requirements of 49 USC § 47107(a) (17) and 2 CFR §200.320, as amended.

2.1.1 49 USC § 47107(a) (17) states: “Each contract and subcontract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design engineering, surveying, mapping, and related services will be awarded in the same way that a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 or an equivalent qualifications based requirement prescribed for or by the Sponsor.” In addition to the services described in this statute, the professional and incidental services listed under A/E Services in Appendix A, must also be procured using qualifications based procedures.

2.1.2 2 CFR § 200.320 establishes that procurement by competitive proposal, where price is not a factor, may only be used for procurement of architectural/engineering (A/E) services. It may not be used for other services even though an A/E firm may be a potential source to perform the service. If a conflict exists between 49 USC § 47107(a) (17) and 2 CFR 200, the statute will prevail.

2.1.3 Title IX of the Federal Property and Administrative Services Act of 1949 requires that qualifications based selection procedures be used for the selection of firms to perform architectural and engineering services. Qualifications based procedures require that a contract for A/E services be awarded pursuant to a fair and open selection process based on the qualifications of the firms. The fees for such services are established following selection of a firm through a negotiation process to determine a fair and reasonable price.

2.2 **Procurement Standards.**

2.2.1 The selection of qualified consultants must be made on the basis of fair negotiations and equitable fees and through selection procedures that are professionally acceptable, ensure maximum open and free competition, and avoid any suggestion of unfair or unethical conduct.

2.2.2 Consultants employed for work on projects involving airport grants must be responsible and possess the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration should be given to such matters as integrity, record of past performance, extent of experience with the type of services required by the Sponsor, technical resources, and accessibility to other necessary resources.

- 2.2.3 The Sponsor's procurement action must be void of individual and organizational conflicts of interests both real and/or perceived.
- 2.2.3.1 Individual conflicts of interest may exist whenever a Sponsor's employee, officer, agent or family member thereof has a financial or other interest in the firms competing for the work.
- 2.2.3.2 Organizational conflicts of interest may exist when there is a lack of impartiality, impaired objectivity or an unfair advantage with one or more of the firms competing for the work.
- 2.2.4 Sponsors must maintain sufficient records, made available at the FAA's request, to detail the significant history of their procurement action. This includes the rationale for the procurement method; the selection considerations; contract type and basis for contract price.

2.3 **Competition**

- 2.3.1 Per § 200.319, all procurement transactions must be conducted in a manner providing full and open competition. It is the responsibility of the Sponsor to assess whether their procurements conform to the requirements of §200.318 for addressing conflict of interest and the standards of §200.319 for full and open competition.
- 2.3.2 An unfair competitive advantage may exist when one firm has access to source selection information that competing firms do not have similar access to.
- 2.3.2.1 To ensure objective contractor performance and eliminate unfair competitive advantage, 2 CFR part §200.319 requires entities that develop or draft specifications, requirements, statements of work, invitations for bids, or requests for proposals must be excluded from competing for such procurements. However, once selected, the successful consultant may participate in further definition of the scope of work. For purposes of full disclosure, Sponsors that seek external assistance with preparation of Statements of Work (SOW) for a request for qualifications (RFQ) are encouraged to make the restrictions of §200.319 known to the firm providing the assistance. For additional discussion on this please refer to the latest version of Order 5100.38.
- 2.3.2.2 There are situations where an unfair competitive advantage can be mitigated or neutralized. For example, the consultant who performs master plan services for a Sponsor or assists a Sponsor with preparation of their Capital Improvement Program would have an apparent unfair competitive advantage when competing for follow-on engineering design services. A Sponsor can mitigate this unfair advantage through full and open disclosure of the source selection information to all competing firms. The restrictions of 2.3.2.1 however, cannot be mitigated or neutralize.

2.3.3 Objective consultant performance can be compromised whenever a firm is in a position where they could apply undue influence on Sponsor decisions that ultimately benefit the consultant. Sponsors that combine the selection of a planning consultant and engineering consultant create the potential for a problematic situation that may jeopardize AIP participation in the Sponsor's professional services expenses. This is primarily due to conflicts with the AIP procurement requirements, found in Order 5100.38, such as the following:

1. Objectivity of the planning consultant's performance may be compromised because the firm is in a position to establish development objectives for which the same firm will be tasked with engineering design services. This is an apparent lack of impartiality that may influence the planning initiative and the identification of preferred development objectives.
2. There is diminished transparency of the procurement action for engineering design services given that the development objectives are not established at the time the Sponsor conducts that selection process.
3. Firms that specialize in one type of service may be unfairly excluded from competing for a project when the Sponsor combines distinct types of services.
4. Per FAA Order 5050.4B,, consultants that prepare an Environment Impact Statement may not compete for future work the EIS addresses until such time the FAA has issued a Record of Decision.

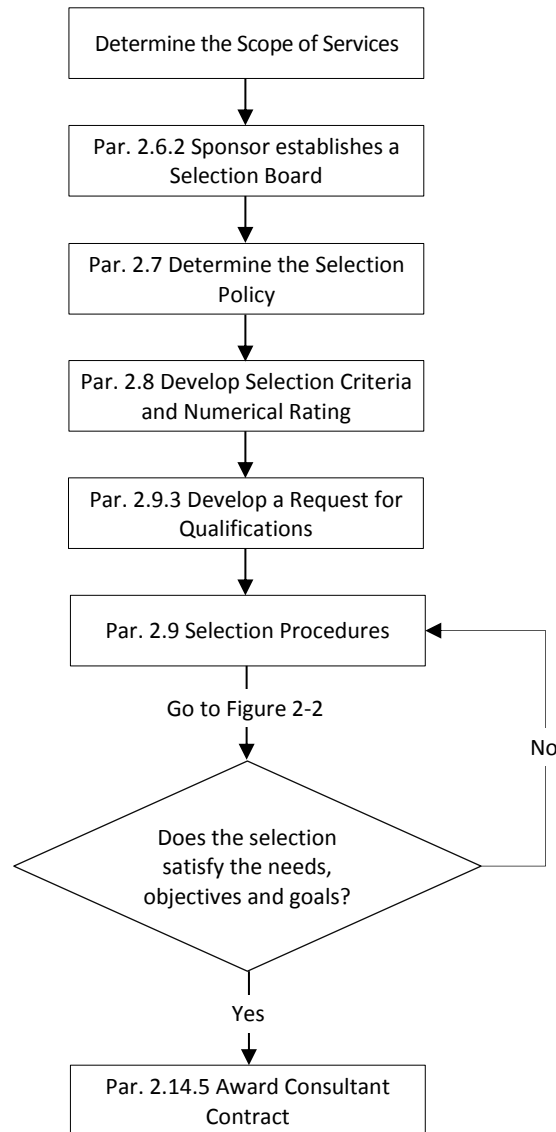
2.3.4 Sponsors can mitigate these apparent concerns regarding procurement transparency and objective contractor performance by separating the procurement of a planning consultant from that of an engineering design consultant. With the exception of the restrictions established under 2 CFR §200.319 (See 2.3.2.1), a consultant that performs planning services may compete for follow-on engineering provided the Sponsor properly mitigates any situations of unfair competitive advantage (See 2.3.2.2).

2.3.5 It may be permissible under certain circumstances for a Sponsor to combine the selection for certain planning type services and design type services provided there is no loss of objectivity of the planning action or loss of transparency in the procurement process. For example, the update of an airport layout plan for which no new development objectives are established could be combined with design services.

2.4 **Qualifications Based Selection Procedures.**

Consultants must be selected on the basis of their qualifications and experience, with fees determined through negotiations following selection. The qualifications of consultants are evaluated and the best qualified consultant is selected, subject to a mutual understanding of the scope of services and negotiation of a fair and reasonable fee. Figure 2-1 is an overview of the recommended Qualifications Based Consultant Selection process.

Figure 2-1. Qualifications Based Selection Process



2.5 Other Services.

2.5.1 Where services are to be performed in conjunction with the architectural, planning, environmental, or engineering services, they must be contracted for in the course of procuring the A/E services.

2.5.2 Where services such as feasibility studies, construction management, program management and other services as defined in 49 USC § 47107(a) (17) and A/E services as defined in Appendix A are to be performed, they must be procured using qualifications based procedures.

- 2.5.3 Where services are to be performed that are not in conjunction with A/E and planning services and do not require performance by a licensed architect or engineer, the services should be acquired using local procurement procedures. An example of this type of special service would be soil borings, whereby the boring layout plan and interpretations of tests are not performed by the boring contractor. Soil borings conducted as part of a geotechnical engineering investigation or for which an independent engineer is responsible must be procured either in the course of procuring A/E services or by using qualifications based procedures.
- 2.5.4 Where services are to be performed in assisting the FAA in preparing an Environmental Impact Statement (EIS), they must be procured using qualifications based selection procedures (see paragraph 2.11).
- 2.5.5 Where a Sponsor decides to utilize an Alternative Project Delivery System (APDS) such as design-build (DB) or construction manager-at-risk (CMAR), the Sponsor may use the competitive proposal approach (as defined in 2 CFR §200.320) for selection provided price and other factors such as qualifications, skill, experience, and design approach are considered when selecting a firm to perform this service. The selection of an A/E services firm is the only instance where prices must be excluded as a consideration under a competitive proposal selection. Please reference Appendix G, Alternative Project Delivery Systems, of this Advisory Circular for guidance in procuring these types of services.
- 2.6 **Selecting Organization.**
- 2.6.1 Within the Sponsor's organization, an administrative policy should be established for designating persons authorized to select or recommend consultants for various assignments. The persons designated may include the administrator or the department head to be supplemented by others making up a selection board. The persons empowered to make the selection of one consultant over another must be kept free of pressures, both internal and external. 2 CFR § 200.318(c) requires that Sponsors maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. They must not participate in selection or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- 2.6.2 The typical procedure for selecting a consultant is to use a selection board composed of at least three persons, with at least one being an engineer, airport planner, or other professional knowledgeable of the service required. For projects that have special design requirements or are particularly complex, the selection board should have additional technical members with the appropriate expertise in those required disciplines. The board should be prepared to evaluate potential consultants, i.e., conduct interviews and inquiries as desired and make recommendations to the governing body in accordance with paragraph 2.9.14.

2.7 Policy for Selection.

- 2.7.1 The selection of a consultant must be based on a comparative analysis of the professional qualifications necessary for satisfactory performance of the service required. Moreover, the selection process must satisfy requirements for open and free competition.
- 2.7.2 Sponsors may procure a consultant for several projects through one procurement action provided the following conditions are met:
1. The consultant is selected using the qualifications based selection procedures described in paragraph 2.9.
 2. The parties competing for the work must be advised that the work may be accomplished during the course of multiple grants. The expected schedule of projects must be defined, together with a statement of work and the required services. The statement of work must be described in sufficient detail so that all parties may adequately establish the type of services required to accomplish the work. Avoid generic statements of work.
 3. All parties are advised that some of the services may not be required and that the Sponsor reserves the right to initiate additional procurement action for any of the services included in the initial procurement.
 4. The services are limited to those specific projects that the Sponsor reasonably expects to initiate within five (5) years (See Para. 3-59, FAA Order 5100.38) of the effective date of the initial contract. With mutual and written agreement between the Sponsor and the FAA, additional projects or work elements may be added after the original selection if all of the following conditions exist:
 1. The Sponsor can provide acceptable justification for not initiating a new procurement action (Note: Convenience of the Sponsor is not an acceptable justification to forgo a separate procurement action).
 2. Added project(s) or work element(s) is (are) similar in character to the statement of work the Sponsor used in the original selection.
 3. Added projects or work elements do not require services or qualifications not previously included in the original selection.
 4. The cumulative cost of services for the added projects or work elements is not expected to exceed the simplified acquisition threshold as defined in Para. U-12 of FAA Order 5100.38.

If the above-listed conditions do not exist, Sponsors that want to add work elements not specifically included in the original procurement action must conduct a separate and new procurement action. Projects initiated within the first five (5) years may continue beyond the duration of the initial contract; however once 5-year duration has ended no new projects should be initiated without a new procurement action.
 5. If more than one party is selected, the expected projects to be performed by each party must be defined, together with the statement of work and the required services, at the time of the initial procurement action. The Sponsor must provide

notification to each firm of the projects they were awarded. Sponsors must avoid the practice of selecting multiple firms and assigning project responsibility at a later date.

6. The negotiation of the fee is limited to the services expected to be performed under the first grant or project after the initial procurement action. The contract must be limited to the services covered by the negotiated fee. The negotiation of the fee for subsequent services, i.e., services included in the procurement action but not in the initial contract, must occur at the time those services are needed. A fee estimate must be performed for each of these negotiations (See paragraph 2.13 for information on fee estimate.). If a fee cannot be agreed upon between the Sponsor and the selected firm, then negotiations are terminated with that firm. If the Sponsor identified and ranked multiple firms for the project at the time of the initial procurement action, then the Sponsor may enter into negotiations with the firm ranked next. If no additional firms were identified and ranked or agreement is not reached with any selected firms, then the Sponsor must initiate a new procurement action.
7. In the case of an unforeseen project as in Paragraph 4, the Sponsor and the FAA may mutually agree on the ranking of the selected consultants by evaluating their capabilities and the scope of the unforeseen project. However, if the scope of the unforeseen project does not match the capabilities of the selected consultants, a new procurement action must be conducted.

2.7.3 Unless there is a compelling reason that there is a benefit to the FAA to combine eligible and ineligible projects in a single solicitation, Sponsors are discouraged from doing so. See Order 5100.38 for additional information.

2.8 **Selection Criteria.**

2.8.1 Based on the proposed scope of service(s) and prior to evaluating consultants, a Sponsor(s) must develop a list of selection criteria to be used in evaluating potential consultants. Numerical rating factors (ranges) should be assigned to each criterion on the basis of the Sponsor's priorities and conception of the importance of each factor in the attainment of a successful project. The Sponsor(s) should include the criteria with a Request for Qualifications (RFQ) in advance of the selection process.

2.8.2 Based on a Sponsor's goals/objectives for each project, the list of selection criteria will vary for each RFQ and must be appropriate for the proposed scope of services. Suggested selection criteria include, but are not limited to, the following:

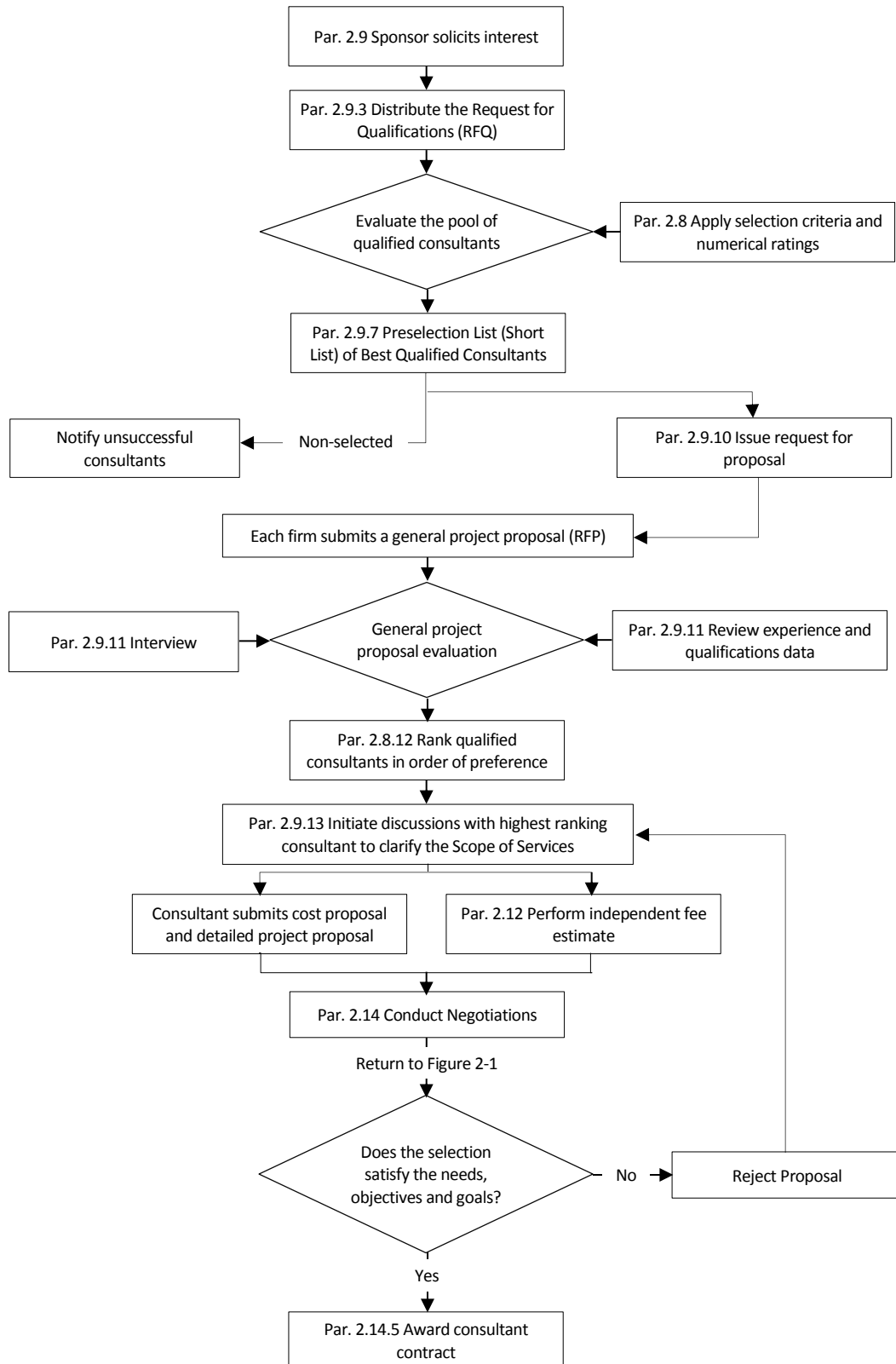
1. Capability to perform all or most aspects of the project and recent experience in airport projects comparable to the proposed task.
2. Key personnel's professional qualifications and experience and availability for the proposed project; their reputation and professional integrity and competence; and their knowledge of FAA regulations, policies, and procedures.
3. Capability to meet schedules or deadlines.

4. Quality of projects previously undertaken and capability to complete projects without having major cost escalations or overruns.
5. Qualifications and experience of sub-consultants regularly engaged by the consultant under consideration.
6. Capability of a branch office that will do the work to perform independently of the home office, or conversely, its capability to obtain necessary support from the home office. The use of geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
7. Ability to furnish qualified inspectors for construction inspection if applicable.
8. Understanding of the project's potential challenges and the Sponsor's special concerns.
9. Degree of interest shown in undertaking the project and their familiarity with and proximity to the geographic location of the project.
10. Capability to incorporate and blend aesthetic and architectural concepts with the project design while accomplishing the basic requirements that transportation facilities be functional, safe, and efficient.
11. In meeting the Disadvantaged Business Enterprise (DBE) contract goal, evidence documenting that the consultant met the DBE goal, or by documenting that it made adequate good faith efforts to meet the DBE goal. (See 49 CFR, § 26.53)
12. Capability to conduct a Value Engineering (VE) study for projects that are particularly complex or have unique features. Order 5100.38, Chapter 3, Subsection 3-57; AC 150/5300-15, *Use of Value Engineering for Engineering and Design of Airport Grant Projects*; and AC 150/5370-10, *Standards for Specifying Construction of Airports*, contain additional guidance on VE studies.

2.9 Selection Procedures.

The Sponsor must use the following selection procedures or equivalent State/Sponsor qualifications based selection for individual project selections involving Federal airport grants (see Figure 2-1 and Figure 2-2). However, the requirement for both an RFQ and an RFP should be evaluated based on the complexity of the project as these steps may be combined into a single request.

Figure 2-2. Consultant Selection Process for a Single Project



- 2.9.1 The selection board should review the nature of the proposed project and the general scope of services to be procured in order to ensure an understanding of the project requirements and the qualifications needed by the consultant.
- 2.9.2 As discussed in paragraph 2.8, the selection board must develop the selection criteria and the evaluation system used in preparing a pre-selection short-list of consultants who are best qualified for the project as well as in determining the final selection.
- 2.9.3 To obtain experience and qualification data from potentially qualified consultants, the Sponsor should issue an RFQ inviting consultants to submit their experience and qualifications data relating to the proposed project usually in the form of a Statement of Qualifications (SOQ). To ensure the broadest publicity concerning Sponsor interest in obtaining consultant services, public announcements for all projects should be advertised in local newspapers with a wide circulation, national trade journals and magazines, and through electronic media. Public announcements should include information such as a description of the proposed project and its location, a description of the services, and the estimated range of construction costs. The public announcement should allow sufficient time for submission of the statement of qualifications.
- 2.9.4 Sponsors may also send the public announcements directly to known, potentially qualified consultants to determine their interest in the project and to request their experience and qualification data.
- 2.9.5 Affirmative steps pursuant to 2 CFR §200.321 and good faith efforts should be taken to assure that small and minority firms are used whenever possible, consistent with 49 CFR part 26. These steps and efforts should include, but not be limited to, the following:
1. Include qualified small business and minority firms on solicitation lists.
 2. Assure that small business and minority firms are solicited whenever they are potential sources. Consultation with regional Airports Divisions, Office of Civil Rights, and/or State transportation offices is encouraged.
 3. Divide the total requirements into small tasks, when economically feasible, to permit maximum small business and DBE firm participation.
 4. Use the services and assistance of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, and the Minority Resource Center Regional Centers of the Department of Transportation (<http://osdbu.dot.gov>).
 5. Arrange solicitations, time for presentation of offers and delivery schedules to facilitate DBE and other small business participation.
 6. Encourage consultants to subcontract portions of the work, even when they might otherwise perform the work with their own forces.
- 2.9.6 FAA Airports field offices may also furnish the names of consultants who have engaged in projects of similar nature in their areas of jurisdiction. However, with the exception

of an EIS, FAA personnel will not recommend consultants or participate in the selection process. The addresses of FAA Airports Regional/District Offices having jurisdiction over specific geographic areas are available at:

http://www.faa.gov/about/office_org/headquarters_offices/arp/regional_offices/

- 2.9.7 From the experience and qualification data obtained from consultants, the selection board should prepare a pre-selection short-list of the best qualified consultants for further consideration. With adequate response to the RFQ, the typical pre-selection short-list should consist of between three and five consultants.
- 2.9.8 At this point, consultants who expressed an interest in the project but were not included on the pre-selection short-list should be notified that they were unsuccessful.
- 2.9.9 Detailed information on the qualifications and performance data of each of the consultants on the pre-selection short-list should be obtained. This can be achieved by contacting former clients identified by the consultant in their statement of qualifications to ascertain the quality of work, ability to meet schedules, cost control, and consultant-client relationship.
- 2.9.10 At this point, the selection organization may elect to obtain a general project proposal from each of the firms on the pre-selection short-list, typically by issuing a Request for Proposal (RFP) to each consultant on the pre-selection short-list. The RFP should include a detailed description of the project and the proposed scope of services required. The selection criteria, including their relative importance that will be used to evaluate the proposals must also be made available to each of the firms on the pre-selection short-list. The RFP shall not contain a request for any cost information, such as total cost, cost per hour, work hours, or other pricing data. Requests for cost or pricing information, prior to discussions with the best qualified firm, to define the scope of services is contrary to 49 USC § 47107 (a) (17) and 2 CFR § 200.320(d). The general project proposal will help the selection board recommend a consultant who can achieve design excellence, while successfully controlling time and costs and who has the ability to understand and accomplish the specialized requirements of the project. The elements of a typical general project proposal should include, but are not limited to, the following:
1. Team members, other key personnel, previous experience, and the role they will fill on the project. The qualifications and time commitment of the project manager proposed for the project.
 2. Current workload.
 3. Proposed project schedule, including major tasks and target completion dates.
 4. Technical approach – a brief discussion of the tasks or steps that the consultant will take to accomplish the work described in the scope of services.
 5. Value engineering – when a value engineering study is included in the selection criteria, a brief discussion of the consultant’s capability, training, and experience to carry out such a study.

- 2.9.11 Conduct interviews with each consultant on the pre-selection short-list. On small projects, a telephone interview may be sufficient. Careful consideration of time and cost should be given to the need for formal interviews. If Sponsor has received sufficient information included in the qualification submission to make a selection, then formal interviews may not be necessary.
- 2.9.12 Review the experience and qualifications data, the general project proposal, the interview results, and other relevant data. Using the selection criteria developed for the project; rank the qualified consultants in order of preference.
- 2.9.13 Initiate discussion with the first-ranked consultant to fully define the scope of work and services to be provided (see paragraph 2.12). After agreement on a detailed scope of services has been reached, the Sponsor initiates actions to prepare an Independent Fee Estimate (IFE) in conformance with 3 CFR §200.323 and Table 3-67 of FAA Order 5100.38. Simultaneously, instruct the selected consultant to prepare and submit their cost proposal along with a detailed draft contract agreement. To ensure the integrity of the negotiation process, the Sponsor should not receive the fee proposal ahead of the IFE. The consultant should submit their cost proposals together with a detailed project proposal. Negotiations should then be conducted to reach a fair and reasonable fee, subject to the procedures indicated in paragraphs 2.13 and 2.14.
- 2.9.14 Prepare a report that documents the Sponsor's procurement actions and the selection of the consultant they deem most qualified. The report must contain sufficient detail to indicate the extent of the review and the considerations used for the recommendations. The report should be forwarded to the Sponsor's administrator or governing body authorized to review the recommendations of the selection board. The recommendations of the selection board should normally be accepted unless the report does not adequately support the recommendations. This will help to ensure complete fairness and open competition. If the recommendations are not accepted, the selection board should reconvene until acceptable recommendations have been agreed upon.

2.10 **Alternate Selection Procedures.**

2.10.1 Proposals Requested with Qualification Data.

The selection procedure recommended in paragraph 2.9 should normally be followed in the procurement of consulting services. For small projects where the scope of work and services can be clearly defined or the Sponsor anticipates receipt of less than four proposals, the Sponsor may wish to solicit proposals at the time of advertising for experience and qualification data. In this case, the announcement must contain a detailed scope of services and indicate where the selection criteria can be obtained. The advertisement cannot request pricing information.

2.10.2 Informal Procedures.

2.10.2.1 Informal Qualifications Based Selection procedures may be used for A/E procurements estimated to be less than \$100,000. However, this does not

relieve the Sponsor from the obligation to perform a cost analysis and prepare an independent fee estimate (see paragraph 2.13). Sponsors must consult with FAA Airport personnel before using informal procedures to assure that the circumstances justify their use.

2.10.2.2 Under this procedure, a Sponsor must contact at least three firms and discuss their qualifications to perform the work. Negotiations must then be conducted with the best-qualified firm to arrive at a fee. These negotiations may be conducted via telephone or e-mail. After selection, using this procedure, the Sponsor must document their procurement action and then submit a statement to the FAA explaining the basis for the selection and method used to determine reasonableness of the fee.

2.10.2.3 The informal selection process may not be used to select a firm for multiple projects.

2.10.3 Non-competitive Procedures.

The FAA may authorize non-competitive negotiation for services if the cost of the contract is not expected to exceed \$10,000 and the services are incidental to the grant project. When this procedure is used, the Sponsor must submit a statement to the FAA explaining the basis used to determine reasonableness of cost as discussed in 2.10.2 above.

2.11 **Selection Procedures for Environmental Impact Statement (EIS) Preparation.**

The procurement of consultant services to assist the FAA in preparing an EIS is somewhat unique because the regulations implementing the National Environmental Policy Act (NEPA) (42 USC § 4321 et seq.), require Federal agencies to prepare the EIS or select the contractor that prepares the EIS (Orders 5050.4 and 1050.1 provide additional guidance). Selection of a consultant must, therefore, be made by the FAA from a short-list of qualified consultants submitted by the Sponsor. The Sponsor and the FAA must follow the selection procedures recommended in paragraph 2.9 with the following exceptions:

1. The proposed scope of work is to be provided by the FAA.
2. The FAA must concur with the selection and evaluation criteria prepared by the Sponsor.
3. The FAA will be invited to participate with the Sponsor in the interviews with consultants on the pre-selection short-list.
4. The Sponsor may indicate to the FAA their ranking of the consultants on the pre-selection short-list after the interview process has been concluded. The FAA, however, is under no obligation to make a selection based on this ranking.
5. Using the Sponsor selection and evaluation criteria previously agreed to and established by the Sponsor and the FAA, the FAA will independently evaluate and rank the consultants on the pre-selection short-list in order of preference, based on qualifications.

6. The FAA must advise the Sponsor of the FAA's ranking in order of preference, and the Sponsor must advise and initiate discussions with the consultant ranked first.
7. The FAA will be invited to discussions on the scope during any IFE process conducted by the Sponsor or their consultant, as necessary.
8. The FAA's involvement in the negotiation of the project cost must be limited to making a reasonableness determination once a satisfactory cost proposal has been reached between the Sponsor and the consultant.
9. The FAA must prepare a selection report for its records.

2.12 **Scope of Services.**

- 2.12.1 An important step in the negotiation process is to reach a complete and mutual understanding of the scope of services to be provided. The general scope of services developed during initiation of the procurement process is of necessity too broad to serve as the basis for a contractual agreement. A well-defined project description and scope of services should be developed between the Sponsor and first-ranked consultant prior to negotiating a project design fee. This may be accomplished in a scoping meeting or separate investigation or study to clearly define the extent of the project. The Sponsor's engineer or independent consultant (see paragraph 2.13) should attend the meeting so they will have a complete understanding of the scope of services prior to developing a detailed fee estimate. Such a meeting offers the opportunity for refinement, amendment, and complete definition of the services to be rendered.
- 2.12.2 The scope of service(s) must be sufficiently detailed so that the consultant can make a reasonable fee estimate (see Appendix E). Although the scope of service(s) will vary from project to project (see samples in Appendix C), the following items are typical of those that should be considered in developing the scope of services:
 1. List of meetings the consultant is expected to attend.
 2. Design schedule.
 3. Special services required.
 4. Complexity of design.
 5. Safety and operational considerations.
 6. Environmental considerations.
 7. Survey and geotechnical testing requirements.
 8. Sponsor representation services during construction.
 9. Quality control during construction.
 10. Preparation of forms, letters, documents, and reports.
 11. Airport Layout Plan updates.
 12. Property map preparation.

13. Quality control during design.
14. Coordination with other consultants and agencies.
15. Deliverables.
16. Data and material furnished by the Sponsor.
17. Testing and commissioning requirements.
18. City/county requirements.
19. Number of bid packages.
20. Complexity of construction phasing to minimize impacts on airport operations.
21. Public Outreach.

2.13 **Independent Fee Estimate.**

- 2.13.1 A Sponsor must perform a price or cost analysis for every A/E contract (2 CFR § 200.323). The method and degree of analysis is dependent on the facts surrounding the contract. To properly evaluate the cost of professional services an independent fee estimate (IFE) is required, prior to receiving the consultant's proposal, as part of the cost analysis for all A/E contracts and contract modifications. The IFE is intended to be used as a negotiation tool by the Sponsor. The word "independent" does not imply that the IFE has to be performed by someone other than the Sponsor. Preparation of an IFE can be completed in a number of ways, such as the following, or as approved by your local ADO:
1. A Sponsor having a staff with experience in estimating the professional services and negotiating contracts for these services can develop its own IFE for the services, based on the scope of services agreed upon in paragraph 2.12.
 2. Sponsors having no staff with this expertise or having minimal or no previous experience may engage the services of a consultant on retainer for preparation of the IFE provided the consultant has experience with the services involved and who is not being considered for the project.
 3. Alternatively, an independent engineering, architecture, or planning consultant may be retained to prepare an IFE provided this consultant was not on the pre-selection short-list. The consultant must have recent experience in airport work similar to that proposed and be familiar with FAA requirements and procedures. The Sponsor should request evidence that the consultant meets the above requirements.
- 2.13.2 State aviation personnel who have experience with the services involved may also prepare the IFE for the Sponsor's use.
- 2.13.3 The level of detail needed to satisfy the requirements of an IFE varies and is dependent on the anticipated value of the A/E contract. For contracts with an anticipated value less than \$100,000 the Sponsor can satisfy the IFE requirement by comparing the A/E contract with previous contracts of a similar nature, or preparing a detailed fee/cost

analysis (see Appendix E). At a minimum, the independent estimate must address direct labor work hours, labor rates, general and administrative overhead, non-salary expenses and a reasonable profit. For contracts anticipated to be greater than \$100,000 a detailed fee/cost analysis is required.

- 2.13.4 If the Sponsor hires a consultant to perform any of these functions, that consultant may be retained using informal or non-competitive qualifications based procedures (see paragraphs 2.10.2 and 2.9.3) as applicable; however, the IFE consultant will not be eligible for consideration to perform work on the project.
- 2.13.5 Another source on estimating consultant's cost can be found in ASCE Manuals and Reports on Engineering Practice No. 45, "How to Work Effectively with Consulting Engineers." However, these graphs must be used with judgment and within their stated limitations. Other resources include project history files, previous contracts, etc.
- 2.13.6 Sponsors have an obligation to obtain a fair and reasonable fee in all cases. Prior to initiating further discussions with the first-ranked consultant, the Sponsor must accept the IFE and retain it for their records. Appendices D and E present sample formats for consultant services fee/cost and detailed fee/cost analysis respectively, however any format that meets this purpose is acceptable. The FAA retains the right to disallow negotiated fees that the FAA determines to be unreasonable.
- 2.14 **Negotiations.**
- 2.14.1 After developing a detailed scope of services and after the IFE requirements have been satisfied per Par. 2.12, the Sponsor may enter into negotiations with the consultant given first preference by the selection board. Once the rankings have been established, the Sponsor shall inform the other firms on the pre-selection shortlist that negotiations have been initiated with the first ranked firm. If an independent firm has been retained by the Sponsor for the purpose of preparing an independent fee estimate, the firm may be consulted by the Sponsor during negotiations, to clarify problem areas, but not to review the consultant's fee proposal or attend any negotiating sessions.
- 2.14.2 Based on the scope of services agreed upon in paragraph 2.12, the Sponsor must request the consultant to submit the proposed fee and supporting cost breakdown. The consultant must prepare a detailed estimate of the hours and cost required for each of the major tasks. In addition to charges for labor, the consultant should, if appropriate, indicate the costs for subcontractors, travel, living expenses, reproduction, and other out-of-pocket expenses expected to be incurred.
- 2.14.3 When evaluating the reasonableness of a consultant's fee proposal, a general review standard used within the FAA and industry is whether the total fee proposal, as well as individual tasks within the proposal, is within 10% of the IFE. When differences exceed 10%, the Sponsor and IFE preparer should review those areas with the consultant to determine if there is a misunderstanding of the scope of services or level of effort required to complete the work. While this should not be construed as policy,

the use of the 10% standard is one method to help identify areas of significant difference between the consultant's fee proposal and the IFE.

- 2.14.4 Negotiations should be based upon the data submitted by the consultant and an evaluation of the specific work hours required for each task. The Sponsor should subject the consultant's data to a technical/engineering analysis. Based on this analysis, the Sponsor should identify differences in the work-hour estimates. Significant differences, either positive or negative, between the estimate submitted by the consultant and the estimate developed by the Sponsor should be resolved, and revisions should be made to the work hours or scope of services as required. The fee should then be evaluated, taking into consideration the experience level required by the engineer working on each task. A sample fee/cost analysis form is shown in Appendix E.
- 2.14.5 If a mutually satisfactory contract cannot be negotiated with the first-ranked consultant, the negotiations must be terminated and the consultant notified. Negotiations must then be initiated with the consultant given second preference by the selection board. This procedure must be continued with recommended consultants in the sequence of ranking established by the selection board until a mutually satisfactory contract has been negotiated. Once negotiations have been terminated with a firm and begun with another, they cannot be reopened with the former firm.
- 2.14.6 A record of negotiations must be prepared by the Sponsor and included in the contract file. This record must contain sufficient detail to reflect any changes in the scope of services controlling the establishment of the cost and other terms of the contract. An explanation must be provided for any significant differences between the Sponsor's original estimate and the final fee agreed upon. The scope of services, draft contract, Sponsor's independent fee estimate, consultant's fee proposal with any revisions, and detailed fee analysis must be attached to the report. A sample Record of Negotiations is contained in Appendix F.
- 2.14.7 Upon completion of successful negotiations, all consultants interviewed by the selection board should be informed of the consultant selected for the project.
- 2.14.8 FAA personnel will not be present and will not participate in the negotiation process. The FAA's role is to make a judgment on the reasonableness of the compensation for the services to be furnished and to ensure that all services required for a particular project have been included in the proposal.
- 2.14.9 If requested by the FAA, the Sponsor must submit the record of negotiations and all attachments to the FAA for a reasonableness of cost determination (Order 5100.38, Chapter 3, Section 14).

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CHAPTER 3. CONTRACT FORMAT AND PROVISIONS

3.1 **General.**

- 3.1.1 The relationship of the consultant with the Sponsor should be clearly defined by a written agreement before commencement of actual work. All of the terms should be clearly defined in the agreement. It should state the parties to the contract and define the complete extent and character of the work to be performed as well as conditions relating to any time limitations that may be involved. The terms and payments for various services should be included. The scope of the consultant effort should be described in complete detail to determine the sufficiency of the supervisory and inspection staff and to determine whether some services will need to be otherwise contracted for or be provided by the Sponsor.
- 3.1.2 Consultant contracts usually cover highly technical services. Therefore, to assure the soundness of a legal document, it is essential that someone who has thorough knowledge of the project prepare the sections describing services to be performed, sequence of work, information to be furnished by the Sponsor, and terms of payment.

3.2 **Contract Format.**

Many government agencies, business firms, and engineering organizations have developed standardized forms for engineering and planning contracts. The American Council of Engineering Companies, the National Society of Professional Engineers, and the American Society of Civil Engineers have developed such standardized forms. Some State aviation departments have developed standardized forms for engineering services provided in their own states. The American Institute of Architects has standardized forms for architectural contracts. It is often necessary to modify these standard agreements to reflect the specific terms and conditions applicable to a particular project, as well as the mandatory contract provisions in paragraph 3.4.

3.3 **Division of Responsibility and Authority.**

- 3.3.1 It is common to have one firm provide the basic services and one or more firms provide special services. In these cases, the firm providing the basic consultant services is considered the primary engineer or principal consultant as defined in Appendix A. As such, the principal consultant represents the Sponsor in coordinating and overseeing the work of other engineering/consultant firms and has the overall responsibility to coordinate the work and to review the work products for general conformance to the requirements of the Sponsor. Therefore, it is extremely important that the contract documents clearly specify the division of responsibility and authority between all parties involved in carrying out elements of the project.
- 3.3.2 The contract between the Sponsor and consultant is based on the scope of services established earlier in the process (see paragraph 2.12) and involves carrying out professional duties under the requirements of law. The contract must not attempt to

make the consultant an indemnitor of the Sponsor such as in the event of the Sponsor's negligence or the absence of any wrongdoing by the consultant. The consultant must fully stand behind their services and indemnify the Sponsor for damages and expenses caused by their own errors, omissions, and negligent or wrongful acts.

- 3.3.3 Expanding the consultant's liability beyond the scope or purpose of a contract could affect the competitive process of contract award in a way that conflicts with the requirements of 2 CFR §200.319 and may impact Federal eligibility.

3.4 **Mandatory Contract Provisions.**

- 3.4.1 Federal laws and regulations prescribe that certain provisions be included in federally funded contracts. For purposes of this section, the term "contract" includes subcontracts. The type of contract must be appropriate for the particular procurement.

- 3.4.2 Specific wording of Federal contract provisions is available on the FAA website at <http://www.faa.gov/airports/aip/procurement/>.

3.5 **Time Overruns Beyond Control of the Consultant.**

Frequently, the consultant is called upon to continue technical inspection services on construction contracts overrunning the program schedule contemplated at the time of negotiation. In most instances, the time element is beyond the control of the consultant. To provide for the contingency of overrun of time, the agreement between the Sponsor and the consultant should state the period for which the compensation applies and that the consultant must be reimbursed for services in excess of the specified period of time at a mutually acceptable fee negotiated at the time all the pertinent circumstances are known. The cost of additional consultant technical inspection services that would result from contractor caused construction delays should be included in the liquidated damages established for construction contracts.

3.6 **Ownership of Drawings and Contract Documents.**

- 3.6.1 Original documents, such as tracings, plans, specifications, maps, basic survey notes and sketches, charts, computations, and other data prepared or obtained under the terms of the contract, are instruments of service and remain the property of the consultant unless otherwise agreed to by both parties. Reproducible copies of drawings and copies of other pertinent data should be made available to the Sponsor upon request. Electronic copies containing all drawings should be furnished to the Sponsor. Terms and conditions for Sponsor's reuse of documents/data on other projects should be addressed in the contract.

- 3.6.2 When a contract is only for preliminary plans, no commitment that would constitute a limitation on the subsequent use of the preliminary plans or ideas incorporated therein

should be stated or implied. The owner shall hold harmless the consultant against claims arising out of any reuse of the preliminary plans.

3.7 **Contract Checklist.**

The following checklist identifies important items and provisions to be considered in preparing any contract for consultant services. It is not all-inclusive because each contract will vary based on the unique requirements of the project scope of services.

1. Effective date of contract.
2. Names and descriptions of the parties to the agreement with their addresses and, in the case of a corporate body, the legal description of the corporation.
3. Nature, extent, and character of the project, the location thereof, and the time limitations.
4. Services, including performance and delivery schedules, to be rendered by the consultant.
5. Delineation of responsibilities of the consultant, the Sponsor, and other consultants and parties involved in the performance of the project, particularly key personnel such as the project manager.
6. Delineation of the duties and responsibilities of the resident engineer/inspector.
7. Inclusion of mandatory contract provisions identified in paragraph 3.4.
8. Provision for renegotiation of the contract on the basis of change in the scope of the project, changes in conditions, additional work, etc.
9. Provision that reproducible copies of planning and design drawings and specifications be made available to the Sponsor upon request.
10. Compensation, including methods of payment and payment schedules, for services to be rendered by consultants.
11. Provision for the termination of the consultant services before completion of work.
12. Provision for preparation of a Quality Control Plan as required by the special provisions of the grant agreement.
13. Provision for preparation of an Engineer's Design Report and Final Report.

3.8 **FAA Contract Review.**

3.8.1 FAA Airports field office personnel are available to assist the Sponsor and provide guidance on:

1. The scope of services to be provided;
2. The appropriate type of contract;
3. The mandatory contract provisions to be included; and
4. Sponsor certification requirements.

5. For EIS contracts please refer to Section 2.10.

3.8.2 If deemed necessary by the FAA, a draft of the contract will be submitted to ensure that:

1. The scope of the engineering is described completely;
2. The fees and reimbursements are reasonable and eligible as shown by a cost/price analysis;
3. The type of contract is appropriate; and
4. The engineering/consulting firm and the proposed contract terms are acceptable.

3.8.3 The FAA may elect to conduct a pre-award review of proposed contracts under certain circumstances. Additional guidance is available in Order 5100.38, Section 10.

3.9 **FAA Contract Approval.**

FAA Airports offices are authorized to accept certifications from Sponsors that they will comply with statutory and administrative requirements. Use of Sponsor certifications for selection of engineering, architectural, professional services, and planning consultants is encouraged. Acceptance by the FAA of the Sponsor's certification does not limit the FAA's ability to request and review documentation to ensure the accuracy of the certification. Reference Order 5100.38, Chapter 5, Subsection 5-23(g), *Sponsor Certification Forms*, "Selection of Consultants;" and 49 USC 47105 (d).

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CHAPTER 4. METHODS OF CONTRACTING AND ALLOWABLE COSTS

4.1 **General.**

The method of contracting selected for consultant services is dependent on the types of services required and specific circumstances relating to the individual project. The permissible types of contracts are established within 2 CFR part 200 and Appendix U of FAA Order 5100.38D. The various types of contracts and methods of compensation are discussed in this chapter and listed in Table 4-1. Contracts may be negotiated to include a combination of two or more of these methods.

- 4.1.1 The Sponsor must negotiate profit as a separate element of the price for each contract and supplemental agreement. When negotiating a fair and reasonable profit, the Sponsor shall give due consideration to the complexity of the work being performed; the risk borne by the firm; the firm's investment; the amount of sub-consultants; the firm's record of past performance; and industry profit rates in the surrounding geographical area for similar work.

4.2 **Direct Personal Services.**

- 4.2.1 Direct personal services are usually charged on a per diem basis. This method is particularly suited to court work or similar efforts involving intermittent personal service.
- 4.2.2 When such consulting or expert services are furnished, the consultant is compensated for the time devoted to the work and travel. The per diem charge should be based on the complexity of the work involved and the experience of the consultant. In addition to the compensation based on per diem, the consultant is reimbursed for travel and other out-of-pocket expenses incurred while away from the normal place of business provided they are reasonable, allocable, and of a generally allowable nature. Additionally, reimbursable expenses at the normal place of business may be reimbursed, such as special computer work, rendering, exhibits, provided they are reasonable, allocable, and of a generally allowable nature.
- 4.2.3 Each direct personal services contract must include a ceiling price that the contractor exceeds at their own risk. Furthermore, the Sponsor must assert oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.
- 4.2.4 For services in court or on other engagements in which the consultant appears as an expert, a per diem charge is considered to be earned for each day of such appearance, although the consultant may not be called to testify or, if called, may finish his/her testimony in a fraction of a day.
- 4.2.5 On occasion, the urgency of the engagement requires the consultant to work longer than the normal day. In some instances, this requirement is a necessary feature of the services, and an understanding should be made with the Sponsor as to what constitutes a

day. In such cases, the per diem rate may be based on the normal number of working hours per day, or the per diem rate may be increased to take into consideration the extended work day.

- 4.2.6 For certain kinds of work, compensation based on hourly rates is an equitable arrangement. Compensation for consultant service on an hourly basis demands a higher rate per hour than would be represented in a per diem rate. Also, the hourly rates should apply to time for travel involved, plus reimbursement for travel costs, subsistence, and other out-of-pocket expenses. Depending on the duration of the services, compensation on an hourly basis may include an agreement on a preset minimum amount or retainer in addition to the payments based on the hourly rates.
- 4.2.7 If public hearings are involved in the consultant services, determination of the fee could present a problem since extensive hearings and follow-up work may be required. In these instances, the per diem approach may be considered as an appropriate method of payment for services rendered subsequent to the initial hearing. An estimated upper limit should be set forth in the contract. The contract should provide for renegotiation of the upper limit if unforeseeable conditions are encountered.

Table 4-1. Contracting Methods and Allowable Costs

Contracting Method	Compensation	Allowable Cost
§4-2. Direct Personal Services	<ul style="list-style-type: none"> • Per Diem. • Hourly Rate (§4-2.6). 	Costs must be allowable, reasonable, and allocable to the project. Costs must be consistent with 2 CFR 200.459, FAA Order 5100.38 and 48 CFR Part 31.
§4-3. Retainer	<ul style="list-style-type: none"> • Fixed sum. • Paid monthly. • Some other mutually agreeable basis. 	
§4-4. Cost-Plus-a-Fixed-Fee (NTE)	Fixed sum.	
§4-5. Fixed Lump-Sum Payment	Fixed sum.	
§4-6. Cost-Plus-a-Percentage-of-Cost	Prohibited method.	Prohibited.
§4-7. Specific Rates of Compensation	Hourly Rate	Costs must be allowable, reasonable, and allocable to the project. Costs must be consistent with 2 CFR 200 .459, FAA Order 5100.38 and 48 CFR Part 31.
§4-8. Phasing of Work	May include two or more of the above methods of compensation.	Costs must be allowable, reasonable, and allocable to the project. Costs must be consistent with 2 CFR 200.459, FAA Order 5100.38 and CFR Part 31.

Note: See Paragraph 4.10 for non-allowable costs for all types of service.

See Appendix G for Alternative Project Delivery Systems.

4.3 Retainer.

4.3.1 The engagement of consultants on a retainer basis is a common practice. This practice assures the Sponsor of always having the services of a certain individual engineer or organization available for future work. This method is used in cases of protracted litigation or for work over the years when the services of the consultant may be intermittent. It is also used in the development of undertakings for which the services of a consultant specialist are not required on a full-time basis. On large projects, this method enables the Sponsor to have the specialists who prepared the original plans and specifications on hand for maintenance or additions.

4.3.2 The retainer fee varies with the character and value of the services to the Sponsor and with the reputation and standing of the consultant in his/her profession.

- 4.3.3 The terms of agreement for services on a retainer basis vary widely. Compensation may be based on a fixed sum, paid monthly, or on some other mutually agreeable basis, with per diem or hourly rates in addition to time spent at the request of the Sponsor. In any case, the same principles, explained previously for per diem or hourly charges, govern under retainer contracts.
- 4.3.4 This type of contract is rarely used for grant projects. However, it is permissible to use a firm on retainer for projects without further procurement action if:
1. The retainer contract was awarded as a result of competition.
 2. The parties competing for the retainer were advised that subsequent grant funded projects (including the scope of work for those projects) would be performed under the retainer contract.
 3. The price for the work performed under the grant will be fair and reasonable and supported by a price or cost analysis.
- 4.3.5 Detailed records should be kept to identify the work that is part of a Federal grant project and eligible for reimbursement.

4.4 **Cost-Plus-a-Fixed-Fee (Not to Exceed (NTE)).**

- 4.4.1 The cost-plus-a-fixed-fee contract is appropriate when the Sponsor and consultant cannot fully define the scope, complexity, character or duration of effort at the time negotiations take place. This method places a risk on the Sponsor. Because the consultant's fee is fixed, there is an added incentive for the consultant to control cost.
1. Sponsors should consider using the cost-plus-fixed fee contract type for construction phase services. These services are generally dependent upon the construction contractor's performance. For this reason, the necessary level of effort for the consultant's services cannot always be fully established at the time of contract negotiation.
- 4.4.2 If the design services have a high level of variability of effort (e.g., evaluation of design alternatives), the use of a cost-plus-fixed-fee method may be justified. The fixed lump sum is the more appropriate contract method when the level of effort can be fully defined at the time of contract negotiations.
- 4.4.3 This type of contract provides for reimbursement of allowable costs such as salary, overhead, and direct non-salary expenses, plus a fixed fee.
1. A copy of the detailed fee estimate (see sample in Appendix D) must accompany the fee proposal.
 2. The estimate must detail the direct labor costs by categories of employees, work hours, and hourly rate; overhead; direct non-salary expenses; and the fixed fee.

- 4.4.4 Fixed Fee: The fixed-fee is a dollar value the Sponsor negotiates with the consultant at inception of the contract. It is in addition to reimbursement for salary, overhead, and direct non-salary expenses.
1. The fixed fee represents an amount for profit, willingness to serve, and assumption of responsibility and risk. The fixed fee does not vary with actual costs.
 2. The Sponsor and consultant may apply customary industry practices to negotiate a fair and reasonable value for the fixed fee. However, the resulting agreement must convey the fixed fee as a dollar value. The cost-plus-percentage of cost payment method prohibits the use of a percentage payment for the contract fee.
 3. The fixed fee value may not be modified unless there is a change in the scope of the work. This includes both additions and subtractions to the scope of service.
- 4.4.5 The establishment of a not-to-exceed contract value is a Sponsor cost control measure that provides a ceiling level for the overall contract. The Sponsor should consider the risk to the consultant when establishing this upper limit.
- 4.4.6 Agreements with a cost-plus-a-fixed-fee payment method must contain provisions that provide for renegotiation of both the contract upper limit and the fixed fee. Sponsor
1. The agreement should include a requirement for the consultant to alert the Sponsor when the consultant's cumulative costs approach the upper limit.
 2. The Sponsor and consultant should assess whether the remaining work effort can be completed within the remaining contract limits.
 3. The consultant must obtain Sponsor approval before exceeding the upper limit.
- 4.4.7 Additional Costs: An increase in costs over the original contract value can occur for several reasons. These include, but are not limited to:
1. Poor performance of construction contractor may result in additional inspection and oversight effort.
 2. Ineffective control of costs by the consultant resulting in an over-run of expenses.
 3. Poor estimate of the necessary level of effort at inception of contract.
 4. Increase in construction contract time due to weather events that exceed the norm for the location.
 5. Added scope of work or services.

If the additional costs are due to a construction contractor's failure to perform per the terms of the contract, the Sponsor may address the additional costs to the consultant by applying liquidated damages on the construction contractor to the extent that liquidated damages have been included in the contract with the contractor.

If the additional costs are due to the consultant's failure to effectively control their costs per the agreement, the original fixed fee and not-to-exceed contract value become the final contract costs the Sponsor is obligated to pay.

If the additional costs are due to reasons outside the control of both the Sponsor and the consultant, the Sponsor and consultant should enter into negotiations to address the anticipated additional costs. This negotiation must occur prior to the consultant incurring the additional costs. The opportunity to negotiate does not necessarily mean that both the contract ceiling value and the fixed fee value require upward revision. The circumstances of the situation will dictate whether just the ceiling rate is revised or if the fixed-fee value requires revision as well. Due to the prohibition of the cost-plus-percentage of cost payment method, an increase in costs does not automatically equate to an increase in the fixed fee.

If the increased costs are due to additions to the contract scope of services, the Sponsor and consultant should enter into negotiations to determine a fair and reasonable price for the additional level of effort.

- 4.4.8 Overhead charges will vary according to the nature, type, diversity, size of firm, and number/amount of contracts currently held by the firm. Such charges are defined by multiplying the approved certified overhead rate by the direct labor costs. Refer to section 4.10 for additional guidance on the allowability of overhead costs.

4.5 **Fixed Lump-Sum Payment.**

- 4.5.1 The fixed lump-sum payment contract is appropriate when the Sponsor and consultant can fully define the scope, complexity, character and duration of effort at the time negotiations take place.

1. Sponsors should consider using the fixed lump sum contract type for design services when the necessary level of effort for the consultant's services can be clearly established at the time of contract negotiation.

- 4.5.2 The fixed lump-sum contract method places most of the risk upon the consultant. Most consultants will address this risk in their profit markup. Once the fixed lump sum contract is established, the consultant has incentive to control their costs to maximize their actual margin.

1. The fixed amount of compensation is determined by estimating the allowable costs such as salary, overhead, and direct non-salary expenses, plus a reasonable margin of profit.
2. A copy of the consultant's detailed fee estimate must accompany a consultant's lump-sum fee proposal during the negotiation phase.
3. The estimate must detail the direct labor costs by categories of employees, work hours, and hourly rate; overhead; direct non-salary expenses; and profit..

- 4.5.3 The final agreement may express all these costs as a single lump sum for the entire project or as individual lump sum elements per the various tasks (e.g. Preliminary design, final design, bidding, etc.).
- 4.5.4 Non-salary direct expenses may be included in the lump sum value only if it is certain that such costs will be incurred on the project. If there is uncertainty that non-salary direct expenses will be necessary for the project, such costs should not be a part of a lump sum payment item. Instead, these costs should be handled as pass through cost with a not-to-exceed ceiling.
- 4.5.5 Where consultation is undertaken on a lump-sum basis, the agreement must contain a clearly stated time limit during which the services will be performed. In design contracts, there should be a provision for changes required after the approval of preliminary designs with a clear understanding as to where the final approval authority lies.
- 4.5.6 Lump-sum contracts must contain a clause that provides for renegotiation if the scope of work described in the contract has changed.
- 4.5.7 Overhead charges will vary according to the nature, type, diversity, size of firm, and number/amount of contracts currently held by the firm. Refer to section 4.10 for additional guidance on the allowability of overhead costs.

4.6 **Cost-Plus-a-Percentage-of-Cost.**

In accordance with 2 CFR §200.323, cost-plus-a-percentage-of-cost (CPPC) methods of contracting are prohibited for consultant services under airport grant programs. CPPC contracts may be defined as a payment formula based on a fixed predetermined percentage rate of actual performance costs by which the sum of the consultant's entitlement, uncertain at the time of agreement, increases commensurately with increased performance costs. The types of contracts discussed below are based on the CPPC methods of contracting and, therefore, are prohibited:

1. Salary Cost Times a Percentage Multiplier, Plus Direct Non-salary Expense. This type of contract contains CPPC methods of contracting because the consultant's indirect cost and profit are not fixed at the time the contract is signed.
2. Percentage of Construction Costs. This type of contract contains CPPC methods of contracting since a portion of the consultant's fee that does not reflect actual costs constitutes a profit that is not fixed at the time the contract is executed.

4.7 **Specific Rates of Compensation (Not to Exceed (NTE)).**

- 4.7.1 The "specific rates of compensation" contracting method should only be used when it is not possible at the time of procurement to estimate the extent or duration of the work or to estimate costs with any reasonable degree of accuracy. Sponsor must get advanced approval from the FAA for all work conducted under this method.

- 4.7.2 The "specific rates of compensation" contracting method provides for reimbursement for consultant services on the basis of direct labor hours at specified fixed hourly rates (including direct labor costs, indirect costs, and fee (profit)) plus any other direct expenses/costs, subject to an agreed maximum amount.
- 4.7.3 While the inclusion of fee (profit) in the loaded hourly rate(s) established for a contract allows the fee earned to be based on the labor hours worked on the project, this is not considered a "cost plus a percentage of cost" contracting method. A key distinction for the "specific rates of compensation" contracting method is that indirect costs and fee must be recovered as a component of the established, fixed hourly billing rates for labor hours worked. The negotiated rate is typically fixed for the life of the project, however, the Sponsor must reserve the right (by contract) to audit and adjust multiplier rates.
- 4.7.4 Use of this contracting method requires close monitoring to ensure efficient methods and cost controls are employed by the consultant.

4.8 **Sponsor Force Account Projects.**

Per FAA Order 5100.38, proposals to accomplish airport engineering with the Sponsor's own personnel or by its agent must be approved by the FAA. Proposals must be submitted in writing and subjected to a review similar to that for engineering contracts. The Sponsor's proposal to use force account rather than contract-engineering services must be fully documented and should contain as a minimum:

1. Justification for doing the work by force account rather than by contract;
2. Estimate of costs, including detailed data on estimated work hours, hourly rates, non-salary expenses, and indirect costs;
3. Names and engineering qualifications of personnel that will be accomplishing specific tasks;
4. Statements concerning the capability of the Sponsor to perform the various tasks of design, supervision, inspections, testing, etc., as applicable to the project with arguments to support the decision to use force account;
5. Summary of Sponsor's experience with airport engineering pertaining to projects with similar design scopes; and
6. Statement by the Sponsor on the ability of its personnel to integrate the project into their workload, with a schedule of accomplishment of tasks, date by which the work will be completed, or dates within which it will take place.

4.9 **Phasing of Work.**

Design projects may be negotiated to be performed in phases and include two or more of the foregoing methods of compensation. For example, the first phase of a project might cover the development of the precise scope of work for a project and be paid for under a cost-plus-fixed-payment contract. The follow-on work could then be negotiated

on the basis of information developed in the first phase and might be accomplished under a lump-sum contract.

4.10 Allowable Costs.

Costs incurred must be consistent with the Federal cost principles contained in 48 CFR part 31, 2 CFR §200 Subpart E, and FAA Order 5100.38 to be reimbursable under an airport planning or development grant. The following are typical expenses allowable under the above regulations:

1. Direct Salary Costs.
 - a. Direct salary costs include the cost of salaries of engineers, planners, computer aided design and drafting (CADD) technicians, surveyors, stenographers, administrative support etc., for time directly chargeable to the project.
 - b. Salaries or imputed salaries of partners or principals, to the extent that they perform technical or advisory services directly applicable to the project, are to be added to salary cost.
2. Overhead Costs. Overhead costs include overhead on direct salary costs and general and administrative overhead. 48 CFR Part 31 establishes the allowability of indirect costs. Consultants must be capable of validating their applied overhead rates by providing the Sponsor a copy of their audit certification that conforms to acceptable industry audit standards such as the Government Auditing Standards (GAGAS) or the Generally Accepted Auditing Standards (GAAS). Unless explicitly requested, the FAA does not require a copy of this audit certification. The Sponsor should retain a copy of this certification for purpose of future independent audit.
 - a. Duplication of costs: Consultants must avoid claiming similar costs both as direct and indirect.
 - b. Field Rates: Consultants often have tasks that require employment of field personnel for extended periods. The application of a home rate to field personnel direct labor hours may result in indirect costs that are in excess of the benefit realized by the field personnel. If field personnel are not receiving the day-to-day benefit of the home rate, it may be appropriate and necessary for the consultant to establish a field office indirect rate. Such rates are generally lower than the home rate due to the omission of costs that do not benefit the field personnel.
3. Direct Non-salary Expenses. Direct non-salary expenses usually incurred may include the following (detailed records must be kept to support charges and allow auditing):
 - a. Living and traveling expenses of employees, partners, and principals when away from the home office on business connected with the project. (Records must include employee name, dates, points of travel, mileage rate, lodging, and meals.)

- b. Identifiable communication expenses such as long-distance telephone, telegraph, cable, express charges, and postage, other than for general correspondence.
- c. Services directly applicable to the work such as special legal and accounting expenses, computer rental and programming costs, special consultants, borings, laboratory charges, commercial printing and bindings, and similar costs not applicable to general overhead.
- d. Identifiable computer and office supplies and stenographic supplies and expenses charged to the Sponsor's work as distinguished from such supplies and expenses that are applicable to two or more projects.
- e. Identifiable reproduction costs applicable to the work.
- f. Advertising costs that are solely for the recruitment of personnel required for the performance by the consultant of obligations arising under the contract.
- g. Sub-consultant and outside services including administrative costs associated with managing said services

4.11 **Non-Allowable Costs.**

Costs incurred must be consistent with the Federal cost principles contained in 48 CFR part 31, 2 CFR §200 Subpart E, and FAA Order 5100.38 to be reimbursable under an airport planning or development grant.

4.12 **Pass-Through Costs**

Consultant markup of pass-through costs is a cost element that is subject to Sponsor negotiation. The determination on whether a markup of non-salary expenses is appropriate relies on the benefit and value the consultant adds to the pass through expense.

Mark up of expenses for which the consultant's effort adds negligible or no value are not reasonable. Such expenses should pass through to the Sponsor without any markup by the consultant (See Section 14 of FAA Order 5100.38 for Cost Reasonableness). Examples of this include travel expenses, supplies, mailing costs, per diem expenses, etc.

A consultant's effort in managing sub-consultants represents expenses that may add value to the contract performance. The extent of this benefit may vary based on factors including but not limited to task complexity, assumption of liability, task duration, schedule issues, and risk management. The value and benefit of consultant effort may vary per sub-consultant.

Sponsors must be careful in how they address consultant markup on pass-through expenses in their contracts. Sponsors must avoid situations where the agreement addresses the markup by simply applying a percentage markup on any pass-through costs. This is due to the regulatory prohibition on cost-plus-percentage of costs payment methods found in 2 CFR 200 Subpart D.

Generally, the consultant's administration expenses associated with sub-consultant management should be addressed as direct labor hours in the consultant fee derivation. Other sub-consultant management expenses must be addressed as a dollar value, as opposed to an applied percentage. The consultant's fee estimate must identify the markup value for other subconsultant management expenses within the non-salary expense section. Sponsors and consultants must also avoid situations where costs for managing sub-consultant agreements are duplicated within the agreement.

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APPENDIX A. DEFINITIONS

Some common terms used in this AC are defined below. Additional definitions of terms and phrases are available in Order 5100.38, Airport Improvement Program Handbook, current version.

1. **Architectural/Engineering (A/E) Services.** The term “architectural and engineering services” means:
 - a. Professional services of an architectural or engineering nature, as defined by State law, if applicable, which are required to be performed or approved by a person licensed, registered, or certified to provide such services as described in this paragraph;
 - b. Professional services of an architectural or engineering nature performed by contract that are associated with research, planning, development, design, construction, alteration, or repair of real property; and
 - c. Such other professional services of an architectural or engineering nature, or incidental services, which members of the architectural and engineering professions (and individuals in their employ) may logically or justifiably perform, including studies, investigations, surveying and mapping, tests, evaluations, consultations, comprehensive planning, program management, conceptual designs, plans and specifications, value engineering, construction phase services, soil engineering, drawing reviews, preparation of operating and maintenance manuals, land acquisition services and other related services.
2. **Consultant.** A firm, individual, partnership, corporation, or joint venture that performs architectural, engineering or planning services as defined in paragraphs 1 and 4, employed to undertake work funded under an FAA airport grant assistance program.
3. **Fee.** Compensation paid to the consultant for professional services rendered.
4. **Planning Services.** Professional services of a planning firm include: airport master and system plan studies, airport noise compatibility plans (14 CFR part 150 studies), and environmental assessments and related studies.
5. **Primary Engineer or Principal Consultant.** A firm that is held responsible for the overall performance of the service, including that which is accomplished by others under separate or special service contracts.
6. **Sponsor.** A public agency or private Sponsor of a public-use airport that submits to the Secretary an application for financial assistance for the airport (49 USC § 47102(19)).
7. **Bridging Documents.** Preliminary engineering documents intended to define a scope of work for a subsequent design and construction efforts. These documents are typically prepared by a professional services firm who is not eligible to participate in further procurements on the project.

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APPENDIX B. BIBLIOGRAPHY

This bibliography covers Public Law, FAA Orders, Advisory Circulars (ACs), and Code of Federal Regulations (CFRs) referenced within this AC.

B.1 Public Law.

1. Brooks Act: Federal Government Selection of Architects and Engineers. Public Law 92-582, 92nd Congress, H.R. 12807, October 27, 1972. (See <http://www.usa.gov/>.)
2. *United States Code*. Title 40 Subtitle I, Chapter 11 Selection of Architects and Engineers. (See <http://uscode.house.gov/>.)
3. *United States Code*. Title 42 Chapter 55 USC 4321 National Environmental Act of 1969. (See <http://uscode.house.gov/>.)
4. *United States Code*. Title 49 Subtitle VII, Aviation Programs, USC §47123 Nondiscrimination. (See <http://uscode.house.gov/>.)
5. *United States Code*. Title 49 Subtitle VII, Aviation Programs, §47107(a) (17), Project Grant Application Approval Conditioned on Assurances About Airport Operations. (See <http://uscode.house.gov/>.)
6. *United States Code*. Title 49 Subtitle VII, Chapter 471 USC §47102 Definitions. (See <http://uscode.house.gov/>.)
7. *United States Code*. Title 49 Subtitle VII, Chapter 471 USC §47105 Project Grant Applications. (See <http://uscode.house.gov/>.)

B.2 Code of Federal Regulations.

Access the Code of Federal Regulations online at <http://www.gpo.gov/fdsys/browse/collectionUScode.action?collectionCode=USCODE>.

1. Airport Noise Compatibility Planning. *Code of Federal Regulations*. Title 14 CFR part 150.
2. Contract Cost Principles and Procedures. *Code of Federal Regulations*. Title 48 CFR part 31.
3. Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction. *Code of Federal Regulations*. Title 29 CFR part 5.
4. New Restrictions on Lobbying. *Code of Federal Regulations*. Title 49 CFR part 20.
5. Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964. *Code of Federal Regulations*. Title 49 CFR part 21.

6. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor. *Code of Federal Regulations*. Title 41 CFR part 60.
7. Participation by Disadvantaged Business Enterprises (DBE) in Department of Transportation Financial Assistance Programs. *Code of Federal Regulations*. Title 49 CFR part 26.
8. Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. *Code of Federal Regulations*. Title 2 CFR part 200.

B.3 FAA Orders and Advisory Circulars. Please refer to current versions.

1. U.S. Department of Transportation. Federal Aviation Administration. Order 1050.1, Environmental Impacts: Policies and Procedures. (See [http://www.faa.gov/regulations_policies/orders_notices/.](http://www.faa.gov/regulations_policies/orders_notices/))
2. U.S. Department of Transportation. Federal Aviation Administration. Order 5050.4, Airport Environmental Handbook. (See [http://www.faa.gov/airports/resources/publications/orders/.](http://www.faa.gov/airports/resources/publications/orders/))
3. U.S. Department of Transportation. Federal Aviation Administration. Order 5100.38, Airport Improvement Program Handbook. (See [http://www.faa.gov/airports/resources/publications/orders/.](http://www.faa.gov/airports/resources/publications/orders/))
4. U.S. Department of Transportation. Federal Aviation Administration. Advisory Circular 150/5300-15, Use of Value Engineering for Engineering and Design of Airport Grant Projects. (See [http://www.faa.gov/airports/resources/advisory_circulars/.](http://www.faa.gov/airports/resources/advisory_circulars/))

APPENDIX C. SCOPE OF SERVICES SAMPLES

C.1 This appendix contains three different examples of Scope of Services. Example 1 is a Design Services scope, Example 2 is a Planning Services scope, and Example 3 is a Construction Services scope. Samples may not necessarily include all provisions and terms required by this AC. If a conflict exists between these examples and the AC, the AC will prevail.

C.2 **Example 1. Design Services Scope.**

TAXIWAY A SOUTH AND HOLDING APRON RECONSTRUCTION AND NEW HARDSTAND

ABC INTERNATIONAL AIRPORT

The consultant will provide the required professional services to design the reconstruction of Taxiway A South and holding apron and the proposed hardstand (attach a drawing or exhibit if necessary). This work will be performed and constructed under a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant to the airport.

Taxiway A South will be constructed in Portland Cement concrete and will be widened to 100 feet and have new 40-foot-wide asphalt shoulders added. The South Holding Apron will be reconstructed to essentially the same configuration as presently exists. Centerline taxiway lighting will be added to the taxiway and through the holding apron to Runway 18L/36R. Control panels in the FAA tower and field lighting electrical vault will also be modified for the new centerline lighting.

The new hardstand will be located north of the Airlift Airlines Maintenance Facility (currently under construction) south of the northeast Cargo Taxilane and west of the flying Bears hardstand. The hardstand will be a Portland Cement concrete apron with lighting similar to other hardstands, drainage to the Industrial Waste Sewerage System (IWS), and other utilities including fire protection. No downstream IWS changes are anticipated. It is anticipated that utilities are immediately available for fire protection adjacent to hardstand.

Professional services to be provided by the consultant will include civil, electrical and structural, and geotechnical engineering services required to accomplish the following items:

PHASE 1 - PRELIMINARY DESIGN

The preliminary design phase is intended to identify and evaluate alternatives to assure cost effective and practical solutions for the work items identified. The consultant will complete its evaluation of alternatives through contacts with local authorities and review of the preapplication, field investigations, and a practical design approach. The design will take advantage of local knowledge and experience and utilize expertise from recent construction projects to design a cost-effective project and ensure competitive construction bids. Activities include:

1. Coordinate with airport operations, FAA tower, and the airlines to minimize impacts in day-to-day operations of the airlines and air cargo lines. Also coordinate with facilities and

maintenance and fire department. (This will require four coordination meetings throughout the design.)

2. Prepare a preliminary estimate of probable construction costs and schematic design for each element of the project.
3. Provide all geotechnical investigation and analysis and pavement and other nondestructive testing and analysis required for the design.
4. Coordinate with the airport's project manager for required survey information.
5. Prepare an overall construction phasing plan in order to maximize project constructability and minimize interference with airport operations. The consultant's phasing plan must take into account other airport construction projects.
6. Determine aircraft usage through coordination with Airport staff and information furnished by the Sponsor. Design the pavements to meet the anticipated aircraft traffic.

PHASE 2 - ENGINEERING PHASE ACTIVITIES

1. Evaluate local conditions.
 - a. Evaluate local material suppliers, sources, and capabilities.
 - b. Evaluate drainage alternatives.
 - c. Review electrical lighting layouts and determine system relocation capacities.
2. Review and evaluate project layout.
 - a. Verify master plan dimensions and data.
 - b. Review findings and recommendations with airport personnel.
3. Complete a soils investigation, soils report, and recommendations including:
 - a. Field Exploration.
 - i. Conduct test pit explorations with a rubber-tired backhoe at various locations to a maximum depth of 8 feet in the runway, taxiway, and apron areas. Log and field classify soils and obtain samples for laboratory testing.
 - b. Laboratory Testing.
 - i. Perform laboratory index and strength tests as follows:
 - (1) Compacted CBR test (3 compaction points/test).
 - (2) Standard Proctor (4 point) compaction tests.
 - (3) Atterberg limit determinations.
 - (4) Sieve analysis.
 - (5) Unit weight and water content determinations.
 - (6) FAA soil classifications for all samples.
4. Complete necessary topography and site surveying, including establishment of project control points.

5. Complete pavement section alternatives analysis and provide recommendations including:
 - a. Conduct an initial cost analysis, life-cycle cost analysis, and analysis of locally available resources for up to three alternatives.
 - b. Strategize bidding procedures and pavement section alternatives to provide a basis for competitive bidding.
6. Complete preliminary plan and profile design for the runway, taxiway, and apron area.
7. Complete preliminary runway lighting, signing, and system circuitry layout.
8. Provide recommendations for construction phasing to the Sponsor for their review.
9. Complete estimates of probable construction costs for the recommended alternatives.
10. Provide five sets of review documents.
11. Complete the preliminary design report including:
 - a. Geotechnical investigation.
 - b. Topographical survey.
 - c. Preliminary plans.
 - d. Pavement section design and analysis.
 - e. Drainage design analysis.
 - f. Estimates of probable construction costs.
 - g. Final summary and recommendations.
 - h. Phasing and scheduling recommendations.
12. Solicit comments on preliminary design from airport personnel and the FAA.

PHASE 3 - FINAL DESIGN

In the decision phase, the consultant will provide well-defined construction requirements, with selected bid alternatives as appropriate to provide a basis for competitive construction bids. Construction schedules will be closely coordinated to endeavor the best possible weather conditions and the least possible interference with airport operations. Assist the airport with the advertisement, notification of local airport users, and generally complete the final construction contract documents for the project. The following outline describes in greater detail the tasks and products.

1. Incorporate preliminary design comments and respond as necessary to requests for additional information.
2. Provide final design drawings, specifications, and final estimate of probable construction costs and schedule for the project.
3. Provide Engineering Report.
4. Develop specifications using Advisory Circular 150/5370-10, Standards for Specifying Construction of Airports, as amended, and utilize standard provisions supplied by the Sponsor.

5. Develop a safety plan in accordance with AC 150/5370-2, Operational Safety on Airports During Construction.
6. Design all improvements in accordance with FAA standards and guidelines and in accordance with the Airport Certification Manual.
7. Coordinate the design of the project with existing and ultimate grades established at adjacent areas.
8. Provide for all required design of utilities and services within the area defined in the preliminary design.
9. Complete final quantity calculations.
10. Solicit Sponsor and FAA review and approval.
11. Provide ___ sets of contract documents.
12. Assist airport with advertising and interpretation of project requirements.
13. Assist airport with preparation of the FAA application.
14. Provide review of all submittal and shop drawings during construction.
15. Provide technical assistance and recommendations to the Sponsor during construction.
16. The following project schedule will be utilized unless otherwise approved by the Sponsor: Taxiway A South and the Holding Apron portion of the project will be phased to be constructed on an accelerated basis to be completed within two (2) months of the construction consultant's notice to proceed or earlier, if possible. During construction, runway 18L/36R will be kept in service at all times. The project limits will be defined such that the construction activities will not impact the operation of the runway as defined by airport and FAA operational criteria.
17. The construction budget for the project is \$____, including construction change order contingency. The consultant will evaluate the feasibility of this budget and keep the Sponsor apprised during each phase of the design. The consultant will advise the Sponsor as to options available for reducing construction costs to stay within the budget, if it appears likely that construction bid prices will exceed this budget.

The design schedule is anticipated to be as follows:

Commission Authorization of Consultant Contract - 10/10/XX
 Contract Execution - 10/10/XX
 Start Design - 10/11/XX
 50 Percent Design Review - 11/22/XX
 Complete Design, Submit Estimates, Plans and Specs for Review 1/12/XX

Advertise for Bids - 3/21/XX
 Open Bids - 4/11/XX
 Prepare Award Memo - 4/12/XX
 Award Construction Contract - 4/25/XX
 Construction Contract Executed - 5/08/XX
 Construction Notice to Proceed - 5/14/XX

Complete Taxiway A South & Holding Apron - 7/13/XX
Complete Hardstand Construction - 11/01/XX

PHASE 4 - CONSTRUCTION SERVICES

During the construction phase of the project, the consultant will assist the Sponsor to monitor and document progress for quality and cost. Review contractor payment requests, complete necessary quality control testing, establish necessary survey control, continually inform the Sponsor on project progress and problems, conduct the final project inspection, and complete the associated certification.

ACTIVITIES

1. Assist with prebid conference and bid opening. Issue addenda, prepare an abstract of bids, and make recommendations for award.
2. Assist in award notification to successful bidder and notify and return bid bonds to the unsuccessful bidders.
3. Solicit and review bonds, insurance certificates, construction schedules, etc.
4. Conduct preconstruction conference.
5. Provide horizontal and vertical control.
6. Provide resident project representative to monitor and document construction progress, confirm conformance with schedules, plans and specifications, measure and document construction pay quantities, document significant conversations or situations, document input or visits by local authorities, etc.
7. Prepare change orders and supplemental agreement, if required.
8. Prepare and submit inspection reports.
9. Prepare and confirm monthly payment request.
10. Conduct necessary quality control testing.
11. Conduct and document periodic wage rate interviews.
12. Conduct a final project inspection with airport personnel, the FAA, and the consultant.
13. Prepare as-constructed drawings and the final project report from information furnished by the consultant.

C.3 Example 2. Planning Services Scope.

AIRPORT LAYOUT PLAN UPDATE

ANYTOWN MUNICIPAL AIRPORT

The purpose of this Airport Layout Plan Update (ALPU) is to identify potential development options specifically associated with closed Runway 10-28 at Anytown Municipal Airport. The existing Airport Layout Plan (ALP) is an integral component of the Airport Master Plan Update (AMPU) completed in 2005, which was based on data compiled in the mid-2000s, which is now

nearly 10 years old. Since that time, a number of critical growth and operational issues have surfaced that need to be assessed and factored into the preferred layout plan.

This ALPU will help the community focus on the best course of action for continued development of the airport, by identifying the key critical issues the airport faces in the next five to ten years.

CRITICAL ISSUES

Anytown is in a multiyear airport development plan that includes the reconstruction of Runway 15-33, expansion of hangar and aircraft parking facilities, construction of an airport access road, plus plans for the development of a new terminal building, expanded aircraft parking, and fueling facilities.

The airport is now in a position to start focusing on long-term landside development, particularly along the closed runway, with a realistic assessment of the existing terminal area configuration on the east end of the closed runway. An equally important component of this study is the identification of aviation development limits on the west end of the closed runway over the next 20 years.

TASKS

XYZ Company proposes to provide the following services. To the maximum extent possible, and unless otherwise noted, data from the most recent AMPU and ALP will be used. In the interest of cost savings, updated aerial mapping will not be obtained for this project. XYZ Company will rely on existing data.

CONCEPT

XYZ Company will prepare a written report and update the ALP, focusing on development of airport landside facilities, with emphasis on the closed runway, and the limits of compatible aviation development. Findings will be presented in written form at key phases through the term of this project, with each subsequent part building on previously submitted information. This concept will result in the development of a complete draft report that will then be updated to reflect agreed upon changes, resulting ultimately in the final ALPU.

TASK A - STUDY DESIGN/ADMINISTRATIVE

1. Project Scoping Meeting. The consultant will arrange and attend a project scoping meeting with the FAA, state, and city of Anytown (Sponsor) to review the project scope and tasks and to confirm the specific requirements of the ALPU.
2. Refine Scope of Services. XYZ Company will refine and prepare a detailed scope of services and fee to complete the defined tasks for submission to the Sponsor, state, and FAA.
3. Prepare Grant Application. XYZ Company will prepare and submit applications for Federal assistance. The Sponsor will sign and distribute the applications to state and FAA. The grant application will be submitted on or about April 15, 20XX.
4. Attend City Council Meeting. XYZ Company will attend a regularly scheduled city council meeting for the purpose of answering questions and addressing issues concerning this project.
5. Grant Administration.

- a. XYZ Company will submit a monthly invoice to the Sponsor, including supporting documentation which specifically describes the work and other items for which the billing is submitted. The billing report will also include an estimate of the percent complete of each task appearing on the report. The Sponsor will be billed on a monthly basis for all work conducted in association with this project.
- b. The FAA and state will reimburse the Sponsor for these fees through the grant reimbursement process. XYZ Company will prepare these grant reimbursement requests for the Sponsor's signature and distribution to the FAA and state. It is anticipated that seven grant reimbursement requests will be prepared during the life of this project.

TASK B - ALPU REPORT

XYZ Company will prepare an ALPU report consisting of five chapters and various appendices, developed in two phases (draft and final).

Chapter 1 - Inventory and Forecasts

1. Update Existing Activity: This task will update existing based aircraft totals and evaluate current aircraft operations using industry standards, observations, and discussions with airport operators and users. The Sponsor will provide XYZ Company with an accurate list of all based aircraft by aircraft make and model, sorted by hangared aircraft and aircraft parked on open aprons.
2. Field Inventory: XYZ Company will conduct a site field investigation of the airport that will provide an update of recently constructed facilities as well as potential development areas.
3. Identify On-Airport Developable Land: XYZ Company will use existing base mapping superimposed by the airport property line and resource protection limits to identify areas of airport property that can be "disturbed" or used for future airport development. This task will focus on the closed runway.
4. Evaluate Existing Lease Agreements. XYZ Company will obtain and evaluate existing airport lease agreements for compliance with FAA grant assurances.
5. Review SASP: XYZ Company will obtain and review aircraft and operational data in the current State Aviation Systems Plan (SASP) as applicable to Anytown.
6. Update 19XX Forecasts. The 20XX AMPU forecasts will be updated based on current aircraft loading and operations and projected forward 5, 10 and 20 years using SASP forecasts, as applicable.
7. Forward Draft Findings. XYZ Company will prepare and submit a draft Inventory and Forecasts Chapter, providing 10 copies of the draft chapter to the Sponsor and one copy each to the state and FAA. It is recommended that the Sponsor post this report on its website. XYZ Company will provide a copy of the report as it progresses, in Adobe® PDF format, to the Sponsor's webmaster or information technology (IT) department.
8. Meeting. XYZ Company will present the Inventory and Forecast data to the Sponsor; answering questions and resolving any conflicts prior to starting the next phase of the project.

Chapter 2 - Demand/Capacity Analysis & Facility Requirements. Pending receipt and resolution of comments from the Sponsor, state, and the FAA on Chapter 1, XYZ Company will prepare Chapter 2. XYZ Company will review and respond to comments to all parties.

1. Landside Facility Capacities: XYZ Company will identify the capacity of the existing landside facilities including, but not limited to aviation facilities: hangars, aircraft parking, fuel facilities; compatible non-aviation facilities: industrial park; and common facilities: automobile parking and access roads
2. Airside Facility Requirements: This ALPU will not evaluate airside facilities (runway, taxiways, etc).
3. Landside Facility Requirements: XYZ Company will evaluate existing landside facilities and compliance with FAA safety and design requirements. Based on the safety and capacity computations as well as the forecasts of aviation demand for the airport, XYZ Company will identify the needed improvements for the landside facilities (i.e., hangars, aircraft parking, automobile parking and access, and aircraft fueling facilities).
4. Forward Draft Findings: XYZ Company will prepare and submit the Capacity and Facilities Chapter, providing 10 copies of the draft chapter to the Sponsor and one copy each to the state and FAA.
5. Meeting. XYZ Company will present its findings from the first two chapters to the Sponsor; answering questions and resolving any conflicts prior to starting the next phase of the project.

Chapter 3 - Alternative Developments. Pending receipt and resolution of comments from the Sponsor, state, and FAA on Chapter 2, XYZ Company will prepare Chapter 3. XYZ Company will review and respond to comments to all parties.

1. Identify Limits of Short-Term Aviation Development. Based on previously developed forecasts (Chapter 1) and identified facility needs (Chapter 2), XYZ Company will identify areas of airport property that can be used for future airport development. Emphasis will be placed along the entire close runway corridor, with particular attention given to realistic development of the existing terminal area.
2. Identify Potential Nonaeronautical Use. XYZ Company will analyze future aviation needs (projected in 5, 10, and 20 year periods) and then identify on-airport areas potentially available for compatible nonaeronautical use. Emphasis will be placed on development in the area along or in the vicinity of the west end of the closed runway.
3. Identify Development Alternatives: The objective of this task is to identify feasible landside alternative development plans for the airport based on Tasks A and B above. While a variety of alternative solutions could be considered, for the purposes of this study, XYZ Company will develop a series of possible alternatives consistent with the needs of the Sponsor.
4. Forward Draft Findings: XYZ Company will prepare and submit the Alternatives Chapter addressing the tasks in this chapter, providing 10 copies of the draft chapter to the city, and one copy each to the state and FAA.
5. Preferred Alternative Meeting: XYZ Company will meet with the Sponsor to assist him in evaluating and selecting the preferred alternative. Subsequent to the selection of the preferred alternative, XYZ Company will complete and submit an updated Alternatives Chapter to all parties.

Chapter 4 - Environmental Evaluation. Pending receipt and resolution of comments from the Sponsor, state, and FAA on Chapter 3, XYZ Company will prepare Chapter 4. XYZ Company will review and respond to comments to all parties.

1. Identify Existing Environmental Conditions.
 2. This task will include the collection of data to identify protected resources and environmental issues as defined by the 23 impact categories found in FAA Order 5050.4, Airport Environmental Handbook, in the vicinity of the airport that are anticipated to be impacted by the proposed capital improvements or existing operations. A review of existing data and coordination with appropriate regulatory agencies will identify potential protected resources and issues important to the human and natural environment that may require additional data collection beyond the scope of this study. XYZ Company will conduct one site visit to compare existing conditions to written data.
 3. In addition, XYZ Company will review previous environmental permitting and, if applicable, protected resource mitigation performed as part of previous airport and industrial park improvement projects. This information will be useful to the Sponsor when future environmental permits need to be obtained.
 4. Delineated flagged wetlands will be identified and evaluated using the current Federal and State (and local, if applicable) methodologies. These wetland boundaries, which are already digitized, will be placed on the appropriate airport plans and figures.
5. Identify Potential Adverse Impacts: Based upon the recommended airport improvements identified as the preferred alternative, potential impacts to the environment that are protected by local, State, and Federal regulations will be identified for the first five years of the planning period.
6. Describe Regulatory Requirements: XYZ Company will identify the permit requirements for the anticipated first five years of airport improvements. This information can then be used to plan the phasing requirements for each project (refer to Chapter 5 – Implementation Schedule & Financial Analysis).
7. Forward Draft Findings: XYZ Company will prepare and forward the Environmental Chapter covering the tasks described in this section. This chapter will provide the basis for the environmental permitting requirements and financial impacts presented in Chapter 6. XYZ Company will provide copies as previously described above.

Chapter 5 - Implementation & Financial Analysis. Pending receipt and resolution of comments from the Sponsor, state, and FAA on Chapter 4, XYZ Company will prepare Chapter 5. XYZ Company will review and respond to comments to all parties.

1. Implementation Schedule. Based on the adopted preferred alternative, a phased implementation schedule will be developed. This schedule will be based on demand levels and their estimated timeframes for realization. This schedule will not only include the development previously mentioned, but also major maintenance projects that were identified and necessary to maintain the viability of the airport.
2. Capital Improvement Plan. The ALPU will include a CIP using planning-level opinions of cost for each of the projects, both for development and maintenance of the airport. The distribution of eligible costs between the Sponsor, state, FAA, and private investors will be

evaluated for the presence of extensive financial burdens during any one timeframe; if necessary, projects may be shifted to offset this burden.

3. Funding Sources: XYZ Company will identify typical and potential funding sources for paying for proposed airport improvements or necessary maintenance projects.
4. Forward Draft Findings. XYZ Company will prepare and forward the Implementation Schedule and Financial Analysis Chapter covering the tasks described in this section. This chapter will provide the basis for future capital planning considerations on the part of the state and FAA. XYZ Company will provide copies as previously described above.

TASK C – UPDATE ALP

Three key components of the ALP will be updated: Existing Airport Layout Plan, Terminal Plan, and Ultimate Airport Layout Plan. The Approach Plan and Profile, Land-Use, and CFR Part 77 Analysis sheets **will not** be updated. Based on the selection of the preferred alternative, several drawings of the existing ALP set will require revisions and updating. All plans will be prepared to conform to state and FAA CADD standards and will be made available in electronic format.

1. Existing Airport Facilities Plan: This drawing will be updated reflecting changes since completion of the existing drawing. This drawing will be prepared at a scale of either 1" = 300' or 1" = 400'.
2. Ultimate Airport Layout Plan: This drawing will be revised reflecting the preferred alternate layout. This drawing will be prepared at a scale of either 1" = 300' or 1" = 400'.
3. Terminal Area Plan: This drawing will be prepared at a scale of either 1" = 50' or 100' reflecting the revised preferred layout.
4. Forward Draft Findings: XYZ Company will prepare and submit the revised ALP drawings. One full-size 24" x 36" set will be provided each to the Sponsor, FAA, and the state. In addition, a reduced 11" x 17" set will be provided in Adobe PDF to the Sponsor's webmaster for inclusion on the city's website.

TASK D – FINAL DOCUMENTATION

1. Final Meeting. XYZ Company will hold a final project meeting with the Sponsor, state, and FAA to review the project and solicit all final comments.
2. Final Report. Pending receipt of comments from all interested parties, a final ALPU report will be prepared. Bound, printed copies will be distributed to the Sponsor, state, and FAA. Additional copies of the final report will be available upon request on CD-ROM in Adobe PDF format.
3. Airport Layout Plan. Four (4) full-size sets of the final ALP set will be distributed to the Sponsor, state, and FAA for approval signatures. All signatory parties and XYZ Company will receive one (1) signed ALP set for their files.

ANTICIPATED PROJECT SCHEDULE

The following anticipated project schedule is based on the timely receipt and resolution of comments from the Sponsor, state, and FAA:

Anticipated Project Schedule

Task	Date
Study Design	May 20XX
Inventory and Forecasts	June 20XX
Capacity Analysis and Facility Requirements	August 20XX
Alternatives Development	September 20XX
Environmental Evaluation	October 20XX
Financial Analysis	November 20XX
Airport Plans	December 20XX
Final Documentation	January 20XX

C.4 Example 3. Construction Services Scope.**DESIGN AND CONSTRUCT 6-UNIT HANGAR****ANYTOWN MUNICIPAL AIRPORT****ARTICLE A - DATA COLLECTION AND PROJECT DEVELOPMENT**

1. **Pre-design Conference** - A representative of the engineer will attend a pre-design meeting at the offices of the state to provide the representatives of the Sponsor, the FAA, and the state with the opportunity to review and discuss the nature and extent of the project and to establish the project design criteria, budget, and schedule. The engineer will coordinate the date and time of the pre-design conference via teleconferences, letters, faxes and emails to the representatives of the Sponsor, the FAA and the state. The engineer will prepare a presentation of the project components for discussion at the pre-design conference. The engineer will use the Airports Division Pre-design Conference Form XX to determine the design and construction parameters that will be used for this project.
2. **Review and Evaluate Existing Data** - The engineer will compile the existing data that was prepared for previous projects at the airport, that is germane to the project, and that might be useful in the design of the project. The existing data includes airport master plan, airport Exhibit "A" property plan, engineering drawings, airspace obstruction analyses, aerial photogrammetry data, and aerial photographs. The engineer will utilize the pertinent data and information as appropriate to prepare worksheets to facilitate the development of the project. The engineer will review the existing data for accuracy and completeness and to determine the feasibility of utilizing the data to prepare plans and specifications for the design and construction of the project.
3. **Site Location Survey** - The engineer will retain a professional land surveyor who is licensed in the State to provide site location survey services in the vicinity of the proposed hangar project area sufficient to prepare the project plans. The land surveyor may be required to locate the pertinent existing physical features within the vicinity of the project including

pavements, drainage structures, swales and ditches, fence lines, property lines, rights-of-way, and tree and brush lines. The engineer will incorporate the results of the survey into the project plans to supplement the available existing data for the project locations.

Expenses - The engineer will incur certain miscellaneous project related expenses during this phase of the work which may include but will not be limited to: meals, lodging, mileage cost at \$0.405 per mile, tolls, overnight shipping, plans, photocopies, photographic materials, equipment rental, survey materials, long distance telephone calls from the field, newspaper advertisements, and miscellaneous vendor invoices. These expenses will be included in the engineer's contract with the Sponsor.

Outside Services - The engineer will incur certain project related costs during the data collection and project development phase of the work in the form of subconsultant costs for land surveying. These costs will be included in the engineer's contract with the Sponsor.

ARTICLE B - DESIGNS, PLANS AND SPECIFICATIONS

1. Project Plans - The engineer will prepare preliminary and final plans based on the existing conditions plans that were prepared during the data collection phase of the project. The engineer will prepare the plans based on the locations of pavements, buildings, wetlands, tree lines, pole lines, fences, property lines, aviation easements, rights-of-way and other considerations to sufficiently depict the project area for the construction of the hangar. The engineer will evaluate the project work area to identify other necessary incidental improvements that should be included in the project. The engineer will incorporate the electrical and structural plans into the project plans. The engineer will coordinate the development of the project plans with the staff of their aviation planning and environmental departments including:

- Title sheet
- Site plan
- Grading Plan
- Civil Details
- Cross Sections
- Hangar Elevations and Details
- Floor Plan and Details
- Foundation Plan and Details
- Building Details and Typical Sections
- Electrical Layout Plan
- Electrical Schedules and One-Line Diagram
- Electrical Specifications

a. The engineer will distribute the preliminary plans to the Sponsor, the state, and the FAA for review. The engineer will provide the Sponsor with one (1) set of preliminary plans for review and comments. The engineer will provide the state with two (2) sets

- of preliminary plans for review and comments. The engineer will provide the FAA with five (5) sets of preliminary plans for review and comments. The engineer will further develop the preliminary plans into final plans subsequent to the review and comment period.
- b. The engineer will distribute the final plans to the Sponsor, the state, and the FAA. The engineer will provide the Sponsor with one (1) set of final plans. The engineer will provide the state with one (1) set of final plans. The engineer will provide the FAA with one (1) set of final plans.
2. Project Specifications and Contract Documents – The engineer will prepare preliminary and final specifications and construction contract documents based on the preliminary and final plans. The engineer will incorporate the electrical and structural specifications into the project specifications. The specifications will establish the requirements for the project in accordance with the current version of and changes to FAA AC 150/5370-10, *Standards for Specifying Construction of Airports*, including general provisions and technical specifications.
- a. The contract documents will include: Invitation to Bid, Information for Bidders, Bid Proposal, Schedule of Items, consultant's Qualifications and Certifications, Buy American Requirements, Contract Agreement, Notice to Bidders (Bonding), Bid Bond, Payment Bond, Performance Bond, Maintenance Bond, and Insurance Requirements. The contract documents will include Federal special provisions including: Federal Requirements for Construction Contracts \$100,000 and Over, Instructions to Bidders, Certification for Nonsegregated Facilities, Required Assurances, Disadvantaged Business Enterprise Eligibility Requirements, and Federal wage rate requirements for Anytown USA.
 - b. The engineer will distribute the preliminary specifications and contract documents to the Sponsor, the state, and the FAA for review and approval. The engineer will provide the Sponsor with one (1) set of preliminary specifications and contract documents for review and comment. The engineer will provide the state with one (1) set of preliminary specifications and contract documents for review and comment. The engineer will provide the FAA with one (1) set of preliminary specifications and contract documents for review and comment. The engineer will further develop the preliminary specifications and contract documents into final specifications and contract documents subsequent to the review and comment period.
 - c. The engineer will distribute the final specifications and contract documents to the Sponsor, the state, and the FAA. The engineer will provide the Sponsor with one (1) set of final specifications and contract documents. The engineer will provide the state with one (1) set of final specifications and contract documents. The engineer will provide the FAA with one (1) set of final specifications and contract documents.
3. Estimates - The engineer will prepare estimates of material quantities and construction costs based on the plans, specifications, and environmental permitting requirements. The engineer will incorporate the electrical and structural estimates into the project estimates. The estimates will be distributed to the Sponsor, the state, and the FAA for review and modification. The Sponsor, the state and the FAA each will be provided with one (1) copy of the estimates.

Note: The construction cost estimates will reflect the engineer's opinion of probable construction costs and will be based on the engineer's experience with similar recent construction. The engineer has no control over the actual cost of consultant labor and materials or over the competitive bidding and construction market conditions. The engineer cannot guarantee the accuracy of the construction cost estimates when compared to the consultants' construction bids or to the final project construction cost.

4. Electrical Design, Specifications and Estimates - The engineer will utilize the staff of their electrical division for the design of the electrical components of the hangar building. The engineer will visit the project site to determine the availability and suitability of the existing electrical system for the proposed project. The engineer will prepare electrical plans in the form of one line diagrams, electrical service installation details, panel schedules, lighting plan, power plan, and fixture schedule. The engineer will prepare electrical specifications and cost estimates for the construction of a pre-engineered metal building. The engineer will incorporate the electrical plans, specifications, and cost estimates into the project plans, project specifications and project cost estimates.
5. Structural Design, Specifications and Estimates - The engineer will utilize the staff of their structural division for the design of the structural components of a hangar building measuring approximately 33-feet wide by 252-feet long. The engineer will visit the project site to determine the suitability of the proposed site for the hangar building. The engineer will utilize the geotechnical data compiled for the recent runway, taxiway, and apron reconstruction projects to evaluate the suitability of the existing soils to design the building foundation. The engineer will prepare structural plans in the form of building elevations, floor plans, foundation plans, reinforcing plans, structural cross sections, and details suitable for establishing the requirements of a pre-engineered metal building. The engineer will prepare structural specifications and cost estimates for the construction of the pre-engineered metal building. The engineer will incorporate the structural plans, specifications, and cost estimates into the project plans, project specifications and project cost estimates.
6. Quality Control and Design Review - The engineer will conduct in-house quality control and design review meeting with experienced representatives of the engineer. The engineer will provide staff members with the opportunity to perform independent analyses of the final plans and specifications to ensure clarity, accuracy, completeness, and constructability. The electrical and structural plans will be reviewed separately by senior staff members in those disciplines. Subsequent to the independent reviews, a special in-house project review meeting will be conducted to discuss and consolidate the findings of the reviewers. The recommendations of the design review team will be incorporated into the final plans and specifications.

Expenses - The engineer will incur certain miscellaneous project related expenses during this phase of the work which may include but will not be limited to: meals, lodging, mileage cost at \$0.405 per mile, tolls, overnight shipping, plans, photocopies, photographic materials, equipment rental, survey materials, long distance telephone calls from the field, and miscellaneous vendor invoices. These expenses will be included in the engineer's contract with the Sponsor.

ARTICLE C - ENVIRONMENTAL SERVICES

1. Regulatory Review - The engineer will evaluate the preliminary design of the project to determine the environmental impacts of the project. The engineer will review the latest

pertinent Federal, State, and local environmental regulatory measures for recent changes and compliance issues. The engineer will contact the appropriate Federal, State, and local regulatory authorities to ascertain the permitting requirements for the project based on the anticipated final design and its potential environmental impacts. The engineer will contact regulatory authorities through telephone calls, letter correspondence, fax, and email to confirm environmental, aviation, and municipal zoning regulations. The engineer will review the available environmental documents including the airport master plan and wetlands studies for environmental issues and recommendations. The engineer will incorporate the recommendations of the regulatory agencies into the final design of the project to mitigate the environmental aspects of the project.

2. Facility Storm Water Pollution Prevention Plan - The engineer will amend the Sponsor's airport Storm Water Pollution Prevention Plan (SWPPP) which was prepared in 1996 for the Sponsor's airport industrial use as required by the National Pollution Discharge Elimination System (NPDES) regulations. The engineer will prepare a revised airport base map depicting the hangar development and other incidental changes. The engineer will prepare a narrative describing the changes at the airport. The engineer will deliver the revised base map and narrative to the Sponsor for inclusion in the SWPPP as an appendix.

Expenses - The engineer will incur certain miscellaneous project related expenses during this phase of the work which may include but will not be limited to: meals, lodging, mileage cost at \$0.405 per mile, tolls, overnight shipping, plans, photocopies, photographic materials, equipment rental, survey materials, long distance telephone calls from the field, newspaper advertisements, permit application fees, and miscellaneous vendor invoices. These expenses will be included in the engineer's contract with the Sponsor.

ARTICLE D - PROJECT ADMINISTRATION

1. Scope of Services and Contract - The engineer will communicate and coordinate with the Sponsor via telephone, letters, fax, and email requesting the authority to proceed with the preliminary phases of the proposed project pending the execution of the engineering services agreement. The engineer will prepare an engineering services agreement including a detailed work scope narrative and itemized fee schedules for submission to the Sponsor, the state, and the FAA for review and approval. The engineer will coordinate the preparation of the contract with the staff of their planning, CADD, and environmental departments.
 - a. The engineer will make changes to the work scope narrative and the fee schedules of the selected proposal. The engineer will make changes to the contract document standard provisions at the request of the Sponsor's legal counsel and with the approval of the engineer's executive management. The engineer will prepare letters of transmittal and will distribute three (3) copies the final contract to the Sponsor and the engineer's executive management for original authorized signatures. The engineer will prepare letters of transmittal and will distribute one (1) signed original copy of the fully executed contract to the Sponsor, one (1) signed original copy to the engineer's executive management, one (1) signed photocopy to the state, and one (1) signed photocopy to the FAA.
2. FAA Grant Application - The engineer will prepare seven (7) copies of the formal FAA grant application including letters of transmittal, Standard Form 424, Standard Form 5100-100, project narrative, cost estimate, project schedule, location sketch, statement of environmental

action, statement of airport user coordination, statement of intergovernmental coordination, statement of Sponsor DBE program status, Sponsor certifications, and grant assurances. The engineer will submit the grant application to the Sponsor with transmittal letters for signatures and forwarding to the FAA and state. The engineer will review the Federal grant offer and assist the Sponsor in complying with the terms and conditions of the grant offer.

3. Executive Order 12372 - The engineer will communicate with the Anystate Office of State Planning to confirm the requirements of the submission package for intergovernmental agency review in accordance with Executive Order 12372. The engineer will prepare and submit six (6) copies of the submission package with a cover letter. The engineer will also prepare and deliver one (1) submission package with a cover letter directly to the U.S. Fish and Wildlife Service to facilitate Federal agency review of the proposed project. The engineer will obtain response letters at the end of the review period identifying specific requirements to be incorporated into the proposed project.
4. Reimbursement Requests - The engineer will prepare the Federal and State reimbursement requests including letters of transmittal to the FAA and state. The engineer will compile the Sponsor administration costs, engineering costs, subconsultant costs and construction costs.
 - a. The engineer will compile, review, and approve the contractor's construction cost data and will prepare periodic cost estimates. The engineer will submit periodic cost estimates to the contractor for signature and return to the engineer for inclusion in the reimbursement requests.
5. In-House Administration - The engineer will provide general project administration and coordination including in-house staff review of the project's progress, in-house staff communication, and dissemination of project data and information to in-house staff in the form of internal memos, discussions, meetings, and updates to apprise the project team of new developments throughout the design phases of the project. The engineer will prepare an in-house project work plan for distribution to the engineer's design team members to inform them of the project goals and objectives including scope of work, team assignments and responsibilities, project budget, project schedule, project contacts, and contract requirements, obligations, and limitations.
6. Outside Administration - The engineer will provide general project administration and coordination including disseminating interim project data and information to the Sponsor, the state, the FAA, and the engineer's subconsultants in the form of telephone conversations, letters, faxes, email, copies, etc. to apprise the Sponsor, the state, and the FAA of new developments throughout the design phase of the project.
7. Accounting Administration - The engineer will provide general project administration and coordination with the staff of their accounting department. The engineer will prepare the internal close out forms. The engineer will verify and reconcile the monthly accounting statements and will prepare memos for adjustments and corrections when necessary. The engineer will approve and process invoices received from subconsultants and vendors providing services to the engineer throughout the design phases of the project. The engineer will prepare and submit monthly invoices to the Sponsor for services provided to the Sponsor and for costs incurred by the engineer and their subconsultants. It is anticipated that a total of six (6) invoices will be prepared and submitted during the course of the project.

8. Miscellaneous Administration - The engineer will provide miscellaneous project administration and coordination duties which are not specifically addressed or anticipated in other project related tasks including telephone conversations with the Sponsor, the state, the FAA, and other interested parties; disseminating interim project information to the Sponsor, the state, the FAA, and other interested parties; and organizing, maintaining, and archiving the project records for six (6) years.
9. Disadvantaged Business Enterprise Program - The engineer will update the airport Disadvantaged Business Enterprise (DBE) program in accordance with 49 CFR Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The engineer will review the methodology for evaluating the availability of DBE businesses to provide services and products for airport projects in the Federal fiscal year 20XX. The engineer will review the airport's service area by analyzing the utilization of DBE businesses on previous airport projects. The engineer will prepare a legal advertisement describing the revised DBE utilization goal and methodology. The engineer will deliver the advertisement to the Sponsor to publish in one (1) newspaper as a public notice to provide a thirty day public comment period. The engineer will submit the revised DBE program to the FAA Office of Civil Rights review and comments. The engineer will prepare the DBE program annual update on Form 4XXX at the conclusion of Federal fiscal year 20XX to reflect the actual DBE utilization on airport projects.

Expenses - The engineer will incur certain miscellaneous project related expenses during this phase of the work which may include but will not be limited to: meals, lodging, mileage cost at \$0.405 per mile, tolls, overnight shipping, plans, photocopies, photographic materials, equipment rental, survey materials, long distance telephone calls from the field, and miscellaneous vendor invoices. These expenses will be included in the engineer's contract with the Sponsor.

ARTICLE E - BIDDING SERVICES AND CONSTRUCTION ARRANGEMENTS

1. Bid Documents - The engineer will prepare XX sets of bid documents comprising the construction plans, construction specifications, and construction contract in accordance with the requirements of the Sponsor, the state, and the FAA.
2. Bid Advertisement - The engineer will prepare a legal advertisement and deliver it to three (3) newspapers to publish as a solicitation for construction bids in accordance with the Sponsor's bidding procedures. The engineer will deliver the bid advertisement to five (5) plan viewing rooms for publication in order to maximize the project exposure and generate widespread consultant interest in the project. The engineer will communicate with the plan viewing rooms and similar industry entities to provide technical information for their publications. The engineer will notify the state and the FAA of the project's advertisement.
3. Distribute Bid Documents - The engineer will contact consultants who are potential bidders in order to maximize consultant participation in the project. The engineer will issue the bid documents to the interested bidders and to five (5) plan viewing rooms. The engineer will maintain a list of the bid document recipients including the recipient's name, overnight mailing address, telephone number, and fax number for use in issuing addenda. The engineer will distribute the bid document recipient list to interested parties if requested by potential bidders.

4. Pre-Bid Conference - The engineer will attend the pre-bid conference at the airport to present the project to interested parties and to answer consultants' and subconsultants' questions. The engineer will conduct a site walk of the project area to allow the consultants and subconsultants to observe the existing conditions first-hand and to ask questions regarding their observations. The engineer will prepare written responses to questions that require additional information that is not available at the time of the pre-bid conferences. The engineer will distribute the responses to the bid document recipients and pre-bid conference attendees.
5. Bid Questions and Addenda - The engineer will answer questions and provide technical advice to the potential bidders concerning the bid documents. The engineer will answer questions and provide technical advice to the Sponsor concerning the bid documents. The engineer will prepare and issue one (1) addenda to the bid document recipients to clarify, modify, or correct the bid documents.
6. Bid Analyses, Recommendation and Award - The engineer will conduct a detailed analysis of the consultants' bids for completeness and accuracy and will note omissions and discrepancies. The engineer will compile a bid summary comprising the results of the bids for distribution to the bid document recipients. The engineer will write a letter to the Sponsor recommending the award of the construction contract to the apparent low bidder based on the bid analyses. With the concurrence of the Sponsor, the state and the FAA, the engineer will issue a written notification to the successful bidder informing the bidder of the bid results. The engineer will disseminate the bid results to the plan viewing rooms.
7. Bid Sureties - The engineer will issue letters to the unsuccessful bidders returning the bid sureties, distributing the bid summary, and describing the bid results. The engineer will return the bid surety to the successful bidder after the bidder has executed the construction contract. The engineer will return the bid surety to the second low bidder after the successful bidder has executed the construction contract.
8. Consultant Coordination - The engineer will prepare six (6) copies of the consultant's bid proposal package for use as the construction contract document. The engineer will coordinate with and provide information to the consultant to facilitate the preparation and execution of the construction contract document. The engineer will review the consultant's construction contract for accuracy and completeness before submitting the document to the Sponsor for final signatures. The engineer will prepare a checklist of tasks to be performed by the Sponsor to fully execute the construction contract. The engineer will distribute the construction contract documents at the preconstruction conference.

Expenses - The engineer will incur certain project related expenses during this phase of the work which may include but will not be limited to: meals, lodging, mileage cost at \$0.405 per mile, tolls, overnight shipping, plans, photocopies, photographic materials, equipment rental, survey materials, long distance telephone calls from the field, and miscellaneous vendor invoices.

These expenses will be included in the engineer's contract with the Sponsor.

ARTICLE F - CONSTRUCTION ADMINISTRATION

1. Preconstruction Conference - The engineer will coordinate the time, date, and location of the preconstruction conference. The engineer will notify the Sponsor, the FAA, the state, the consultant, the resident engineer, and other interested parties of the preconstruction

conference and will invite their representatives to attend. The engineer will conduct the preconstruction conference in accordance with FAA AC 150/5300-9, *Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects*, to ensure that the attendees are aware of the design, construction, and safety requirements of the project and are informed of their individual responsibilities.

2. Shop Drawing Review - The engineer will review the shop drawings and materials submittals that are furnished by the consultant as required by the construction contract documents. The engineer will either fully approve, conditionally approve, or reject the shop drawings and materials. The engineer will return conditionally approved and rejected shop drawings and materials submittals to the consultant for changes or revisions prior to the use of the materials on the project. The engineer will review only one resubmission of a conditionally approved or rejected shop drawing or submittal. The engineer will prepare and maintain a submittal register identifying the submittal number, description, specification section, specification paragraph, received date, action date, and action taken. The engineer will distribute copies of the submittals and the updated submittal register to the Sponsor and the consultant.
3. Construction Administration - The engineer will provide general consultation and advice to the Sponsor during the construction phase of the project. The engineer will provide general coordination between the Sponsor, the state, and the FAA during the construction phase of the project. The engineer will assist the Sponsor with the preparation and issuance of change orders, recommend construction specification waivers, and advise the Sponsor as to the consultant's performance. The engineer will review daily progress reports, monthly construction progress reports, wage survey records, and certified payrolls. The engineer will distribute copies of the monthly construction progress reports to the Sponsor, the FAA, and the state.
 - a. The engineer will provide general supervision and support to the resident engineer including, but not limited to, coordinating field survey personnel, processing the resident engineer's weekly time sheets and expense sheets, providing technical documentation, providing field office supplies and materials, performing construction contract interpretation, analyzing unusual or unique developments or complications during construction, and communicating and corresponding with the consultant regarding contract administration, project changes, bonding and insurance issues, and other construction related matters.
 - b. The engineer will communicate and coordinate with the consultant on a regular basis throughout the construction phase of the project in the form of teleconferences, letters, memos, faxes, and email.
4. Site Visits - The engineer will make visits to the construction site to observe the progress, safety, and quality of the construction. The engineer will coordinate the site visits with the Sponsor and representatives of the electrical and structural divisions. The engineer's representatives will meet with the representatives of the Sponsor and the consultant to discuss the project's progress and to identify areas of concern to facilitate the construction.
5. Final Inspection - The engineer will conduct a site walk and final inspection of the project to confirm the completeness and quality of the construction. The engineer will coordinate the date and time of the final inspection via teleconferences, letters, faxes and email to the Sponsor, the FAA, the state, the resident engineer, and the consultant. The engineer will

prepare a summary report of the final inspection, including a punch list of work items that the consultant must accomplish to complete the project. The engineer will distribute the summary report to the Sponsor, the FAA, the state, the resident engineer, and the consultant.

6. Record Drawings - The engineer will prepare four (4) sets of paper copies of the record drawings and final quantities representing the completed project and reflecting the actual work accomplished during construction. The engineer will distribute the four (4) sets of record drawings to the Sponsor, the FAA, and the state for signatures. The engineer will prepare and distribute one (1) set of mylar copies of the record drawings to the Sponsor after the record drawings have been signed by all parties. The engineer will provide the Sponsor with electronic files of the record drawings in AutoCAD DWG format and PDF format on CD-ROM.
7. Airport Layout Plan Drawing - The engineer will update the electronic versions of the Ultimate Airport Layout Plan drawing which is identified as Sheet 3 of the Airport Layout Plan drawing set. The engineer will update the drawing to reflect the actual work accomplished by the project.
8. Airport Terminal Area Plan Drawing - The engineer will update the electronic version of the Airport Terminal Area Plan drawing which is identified as Sheet 4 of the Airport Layout Plan drawing set. The engineer will update the drawing to reflect the actual work accomplished by the project and previous airport development.
9. Project Close Out Report - The engineer will prepare the final project documentation in the form of a project close out report that consolidates the project related information that will be required by the FAA to formally close out the project. The engineer will include in the close out report all general, fiscal, miscellaneous, engineering and construction information, and submissions/certifications listed on the FAA project closure summary checklist. The engineer will distribute one (1) copy of the project close out report each to the Sponsor, the FAA and the state.

Expenses - The engineer will incur certain project related expenses during this phase of the work which may include but will not be limited to: meals, lodging, mileage cost at \$0.405 per mile, tolls, overnight shipping, plans, photocopies, photographic materials, equipment rental, survey materials, and long distance telephone calls from the field. These expenses will be included in the engineer's contract with the Sponsor.

Outside Services - The engineer will incur certain project related costs during the construction administration phase of the work in the form of subconsultant costs for geotechnical testing services. These costs will be included in the engineer's contract with the Sponsor.

ARTICLE G - TECHNICAL OBSERVATION OF CONSTRUCTION

1. Resident Engineer - The engineer will provide a qualified construction resident engineer to observe that the construction is carried out in reasonable conformity with the contract documents and in accordance with the customary practices of professional engineers and consultants. The resident engineer will be available for both full-time and part-time construction observation services during the 90 calendar day duration of the project as required by the nature of the ongoing construction activities.

- a. For budgeting purposes, the resident engineer can be available sixteen (16) hours per week for twelve (12) weeks including travel time for a total of 192 hours during the course of the construction. The resident engineer can also be available for eight (8) hours to attend the final inspection. Variations to this proposed manhour distribution may be necessary as the work progresses but must not exceed 200 manhours. Additional manhours for the resident engineer must be addressed by a supplemental agreement.
- b. The resident engineer will be the engineer's primary contact with the consultant and their subconsultants during the course of construction. The resident engineer will be available to meet with the representatives of the Sponsor, the FAA, the state, and other interested parties at the project location. The resident engineer will coordinate and supervise the engineer's subconsultants and personnel who are performing on-site testing, surveying, or other project related services.
- c. The resident engineer will monitor and coordinate the construction progress; will coordinate with the Sponsor, the engineer, and the consultant; will provide construction oversight to ensure that the work is proceeding according to the construction contract documents; and will notify the engineer if problems, disputes, or changes arise during the course of construction.
- d. The resident engineer will prepare and maintain cost estimates and construction quantity estimates for use in preparing monthly payment reimbursement requests and for monitoring the progress of the consultant's work. The resident engineer will prepare daily construction progress reports of the construction activities that are observed and will submit the reports to the engineer for review. The resident engineer will prepare monthly construction summary reports of completed work that has been accepted and approved by the consultant and will submit the reports to the engineer for review.
- e. The resident engineer will conduct Federal wage rate surveys with the consultant's personnel and their subconsultants' personnel to ensure compliance with the U.S. Department of Labor regulations for federally funded construction projects. The resident engineer will submit the wage rate survey records to the engineer for review.
- f. The resident engineer will assist the consultant with construction surveying to identify the limits of work, to determine elevations and grades, to locate physical features discovered during the course of construction, and to calculate quantities of materials either removed or utilized on the project. The consultant's construction survey data will be incorporated into the record drawings at the completion of the project. The engineer will provide the resident engineer with CADD support to plot the results of the construction survey data and to generate electronic drawings, sketches, and details at the request of the resident engineer to facilitate the construction.

Expenses - The engineer will incur certain project related expenses during the course of the technical observation of construction phase of the work which may include but will not be limited to: meals, lodging, mileage cost at \$0.405 per mile, tolls, overnight shipping, blueprints, photocopies, photographic materials, equipment rental, survey materials, long distance telephone calls from the field, and miscellaneous vendor invoices. These expenses will be included in the engineer's contract with the Sponsor.

Outside Services - The engineer will incur certain project related costs during the technical observation phase of the work in the form of geotechnical subconsultant costs for quality assurance testing of construction materials and practices. These costs will be included in the engineer's contract with the Sponsor.

APPENDIX D. CONSULTANT SERVICES FEE/COSTS SAMPLE

This example can be modified as necessary for any type of project.

TASKS	CLASSIFICATIONS	CLASSIFICATIONS HOURS					TOTALS
		Principal	Project Manager	Sr. Airport Planner	Environ. Analyst	Technician Clerical	
1. Project Scoping Meeting		0	0	0			
2. Refine Scope and Fee		0	0	0			
3. Prepare Grant Application		0	0	0			
4. Attend Airport Board Meeting		0	0	0	0	0	
5. Update Existing Activity		0	0	0	0	0	
6. Field Inventory		0	0	0	0	0	
7. Identify On-Airport Development Land		0	0	0	0	0	
8. Evaluate Existing Lease Agreements		0	0	0	0	0	
9. Update Forecast		0	0	0	0	0	
10. 1st Review and Response to Comments		0	0	0	0	0	
11. Landside Facility Capacity & Requirements		0	0	0	0	0	
12. Meeting		0	0	0	0	0	
13. 2nd Review and Response to Comments		0	0	0	0	0	
14. Identify Limits of Aviation Development		0	0	0	0	0	
15. Identify Development Alternatives		0	0	0	0	0	
16. Review and Respond to Comments		0	0	0	0	0	
17. Identify Existing Environmental Conditions		0	0	0	0	0	
18. Describe Regulatory Requirements		0	0	0	0	0	
19. Prepare and Forward Draft Findings		0	0	0	0	0	
20. Implementation/Capital Improvement Plan		0	0	0	0	0	
21. Existing Airport Facilities Plan		0	0	0	0	0	
22. Ultimate Airport Facilities Plan		0	0	0	0	0	
23. Final Meetings		0	0	0	0	0	
24. Prepare and Forward Final Report		0	0	0	0	0	
25. Prepare and Forward Final Airport Layout Plan		0	0	0	0	0	
A/E'S CERTIFIED OVERHEAD RATE	Subtotal Hours	0	0	0	0	0	
	Basic Hourly Rate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	Direct Salary Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	Labor & General Administrative Overhead (0.00%)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	Subtotal Salary Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
						Total Salary Costs =	\$0.00
						Profit (Labor Costs) =	\$0.00

NON-SALARY COSTS					
A. Reimbursable Expenses	Quantity	Unit	Rate	Subtotal	
Mileage	0	Miles	\$0.00	\$0.00	
Lodging	0	Day	\$0.00	\$0.00	
Subsistence Per Diem	0	Day	\$0.00	\$0.00	
Printing	0	LS	\$0.00	\$0.00	
Mailing	0	LS	\$0.00	\$0.00	
Supplies	0	LS	\$0.00	\$0.00	
B. Subcontracting Expenses	Contract Value	Contract Type	Prime Fixed Fee	Subtotal	
Services	0	Hourly	\$0.00	\$0.00	
Sub-Consultant No. 1	0	Cost-Plus	\$0.00	\$0.00	
Sub-Consultant No. 2	0	Lump Sum	\$0.00	\$0.00	
				Total Direct Non-Salary Costs =	\$0.00

TOTAL FEE FOR SERVICES = \$0.00

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APPENDIX E. DETAILED FEE/COST ANALYSIS SAMPLE

DATE: _____

PROJECT: _____

ESTIMATED CONSTRUCTION COSTS (ECC): \$ _____

ESTIMATED CONSTRUCTION DURATION: _____

i.e. calendar days

**THIS IS A SAMPLE
ANY SIMILAR FORM MAY BE
USED**

ITEM	SPONSOR'S INDEPENDENT ESTIMATE	CONSULTANT FEE PROPOSAL	NEGOTIATION	
			DIFFERENCE	OBJECTIVE
Wages and Overhead	\$	\$	\$	
Overhead Percent				
Principal \$/Hour				
Project Manager \$/Hour				
Civil Engineer \$/Hour				
Electrical Engineer \$/Hour				
CADD Technician \$/Hour				
Resident Engineer \$/Hour				
Inspector \$/Hour				
Project Engineer (Construction) \$/Hour				
Surveyor \$/Hour				
2-Man Crew				
WORKHOURS				
Principal				
Project Manager				
Civil Engineer				
Electrical Engineer				
CADD Technician				
Resident Engineer				
Inspector				
Project Engineer (Construction)				
Surveyors				
Workhour Totals				
Geotech	\$	\$	\$	
Travel	\$	\$	\$	
Printing	\$	\$	\$	
Total Fee	\$	\$	\$	
As percent of ECC				

EMPLOYEE
CLASSIFICATIONS AND THEIR
TITLES VARY WITH EACH
CONSULTANT AND THE
PROJECT SCOPE

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APPENDIX F. RECORD OF NEGOTIATIONS SAMPLE**ARCHITECTURAL AND ENGINEERING SERVICES**

DATE:

Job Title

Location:

Anticipated A.I.P. Grant:

1. The consulting firm of XYZ was selected on January 21, 20XX, from those consultants who submitted their qualifications. A scope of work and detailed independent cost estimate in the amount of \$44,364 for the design phase and \$54,956 for the construction phase were prepared by the Sponsor on February 21 and submitted to the ADO on February 23.
2. The scope of work and request for fee proposal were sent to XYZ Consultants on February 23.
3. The meeting was held on February 27 with the Sponsor, consultant, and FAA to ensure the consultant had a thorough understanding of the scope of work.
4. The consultant submitted their fee proposal for the work on March 2, broken down as follows:
 - Design Phase \$58,224
 - Construction Phase \$66,345
5. A detailed cost analysis comparing the detailed independent estimate with the consultant's fee proposal was done on March 6 and negotiation objectives were established.
6. The Sponsor's negotiator, Mr. A called Mr. X of XYZ Consultants on March 7 to discuss the fee proposal. It was agreed that the construction duration of 60 days was adequate. The consultant was told that their overhead rate appeared high and asked to submit a detailed statement of overhead expenses for the previous year to verify their rate. Also the man hours for the principal and project manager seemed excessive. It was also noted that both a resident engineer and an inspector were not needed on the construction site fulltime. The surveying manhours during construction were also excessive. The consultant agreed to revise their fee proposal and resubmit it to the Sponsor.
7. The consultant submitted a revised fee proposal for the work on March 9, broken down as follows:
 - Design Phase \$51,286
 - Construction Phase \$59,432
8. The detailed cost analysis was revised on March 12 to reflect the consultant's revised fee proposal.
9. The Sponsor's negotiator met with Mr. X of XYZ Consultants at the Sponsor's office on March 13. Ineligible costs for entertainment and interest expense were deleted from the consultant's overhead and an acceptable overhead rate of 134 percent was agreed upon. A combined time of 60 man hours for the principal and project manager were agreed upon allowing 15 for the principal and 45 for the project manager. The consultant's figures of 302

civil work hours, 120 electrical work hours, and 410 drafting work hours were accepted. The consultant agreed to have a full time inspector on the job with a resident engineer also on the job one third of the time. The construction surveying work hours were reduced to 32 hours of a three-man crew. The consultant agreed to make the discussed changes and submit a final fee proposal.

10. The consultant submitted a final fee proposal for the work on March 14, broken down as follows:

Design Phase \$47,324

Construction Phase \$56,658

11. The final fee proposal is considered reasonable by the Sponsor. A contract has been prepared for the agreement between the Sponsor and consultant. The scope of work, draft contract, Sponsor's independent cost estimate, consultant's fee proposals with revisions and detailed cost analysis are attached to this record of negotiation and hereby submitted to the ADO for a reasonableness of cost determination.
12. The negotiations were conducted in good faith to ensure the fees are fair and reasonable. The procedures outlined in AC 150/5100-14 have been followed.

Sponsor's Signature

APPENDIX G. ALTERNATIVE PROJECT DELIVERY SYSTEMS

G.1 **Alternative Project Delivery Systems.**

G.1.1 Alternative project delivery systems (APDS) are popular construction methods in State and local governments. The philosophy behind these types of delivery systems is that there is a potential to reduce delivery time and minimize change orders that results in overall lower costs and greater efficiency.

G.1.2 Before undertaking alternative project delivery for an AIP funded project, the conditions for the project must be evaluated to determine if alternative delivery is more beneficial than the traditional design-bid-build method. The information contained in this appendix is offered to provide Sponsors with some insight when pursuing alternative project delivery. Sponsors should follow all applicable State and local laws but must include the required Federal contract clauses and provisions in the procurement documents. See Title 2 CFR § 200.326.

G.2 **Alternative Project Delivery System Requirements.**

The ADO must approve the use of an alternative project delivery system in advance of the project starting. The Sponsor must submit the following documentation to the ADO for review:

5. A description of the delivery system to be used.
6. A full description of the project with preliminary drawings of the proposed work.
7. Documentation that provides the reason and justification for using the alternative delivery system.
8. Documentation that the selection process is allowed under State or local law.
9. An organizational chart that shows contractual relationships between all the parties.
10. A statement describing what safeguards are in place to prevent conflicts of interest.
11. Documentation that the system will be as open, fair and objective as the traditional design-bid-build project delivery system.
12. Documentation of the amount of experience the parties involved in the project have in the proposed project delivery method.

G.3 **Alternative Project Delivery Items Not Allowed Under AIP.**

Because of federal contract and procurement requirements, some of the characteristics of APDS are not eligible on AIP funded projects. Some of these include:

1. Early completion bonuses
2. Cost overruns greater than 15%
3. Shared cost savings

4. Sponsor contingency costs
5. Price escalation
6. Sponsor insurance costs
7. In-state or local preferences

G.4 **Design-Build Project Delivery.**

G.4.1 49 U.S.C §47142 establishes design-build contracting as an approvable form of project delivery under AIP. Under the statute, design-build contracting is defined as an agreement that provides for both design and construction of a project by a single contractor. That contractor holds responsibility for the entire contract. Design-build may provide cost savings because of time savings in the contracting process as well as earlier start of construction.

G.4.2 Design-build project delivery can be performed by a single company with both design and construction ability in-house, or by a joint venture working under a single design-build contract. Design-build services can be performed under all the contractual methods used for construction including lump-sum, cost reimbursable with not-to-exceed ceiling (excluding cost-plus-percentage of costs) and time and material. If an outside firm is used to develop the initial qualifications package that firm may not participate as a competing party or sub-party in step 2. However, they may participate as a Sponsor representative on the selection board. Design fees are part of the overall contract price, but are separated as a subset of the total price.

G.4.3 2 CFR Part 200.320 limits the situations where price is not used as a selection factor to procurement of A/E professional services. Contracting for design-build services can be done through a two-step Competitive Proposal Selection (CPS) as described below:

1. **Step one:** The Sponsor prepares a design criteria package for the project using in-house staff or a separate professional services firm. The Sponsor also advertises for Design-Build firms or Joint Ventures to submit a qualifications package for consideration of the proposed project. Interested firms will respond to the solicitation, and are short-listed using a similar process used for QBS.
2. **Step two:** The design criteria package is issued to the short listed firm or teams, who respond with separate technical and price proposals. 49 U.S.C §47142 requires at least 3 firms submit proposals. Technical proposals which include preliminary drawings, outline specifications, and project schedules, are evaluated first, using a numerical **points earned** system. Then, price proposals are opened and prices are factored into the **points earned** system to decide the final selection.

G.5 Construction Manager-At-Risk (CM-A-R).

- G.5.1 Utilizing the CM-A-R delivery system, the Sponsor engages a professional services design firm and in the early design phase, a construction manager/general contractor (CM-A-R) is selected.
- G.5.2 The design firm is selected using professional services QBS. The CM-A-R is selected using a two-step competitive proposal.
1. **Step one:** The Sponsor and design firm prepare a RFQ with preliminary project information and use qualifications based criteria to rank and short list the top firms.
 2. **Step two:** More detailed design information is provided to the short listed firms who reply with price information for various items such as, profit/contractor fee, insurance, bonding and general conditions.
- G.5.3 The CM-A-R is then selected with qualifications and price as a consideration.
- G.5.4 After selection, the Sponsor then negotiates the fees for pre-construction services that may include:
1. Design document reviews
 2. Construction scheduling and sequencing
 3. Cost Estimating at various stages of the design
 4. Constructability reviews with recommended cost savings based on construction expertise.
- G.5.5 At some point either in the design stage or after subcontractor bidding, the CM-A-R and the Sponsor negotiate a Guaranteed Maximum Price (GMP) for the project. The GMP is generally comprised of construction/ materials, contractor fee, general conditions, insurance, bonding and a contingency percentage which varies depending on the state of the design. The Sponsor and the design firm are directly involved in fixing the GMP through cost estimating at different levels of design completion, typically the 30, 60, and 90% completion levels. Some State and local laws require that the GMP can only be fixed after the CM-A-R publically bids the project design packages.
- G.5.6 If the CM-A-R and the Sponsor cannot agree on a GMP, the project may be converted to the traditional design-bid-build method. Please consult the FAA program manager to discuss any consequences associated with such a change.
- G.5.7 During the construction phase, the CM-A-R role is of a general contractor. Since the GMP is designed to prevent cost overruns for the Sponsor, the CM-A-R bears the responsibility for ensuring the project stays on schedule, within budget and conforms to the plans and specifications.

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 Architectural Design Services

Funding Source: Departmental Work Orders

PSC Amount: \$9,000,000

PSC Est. Start Date: 12/01/2020

PSC Est. End Date 06/30/2027

1. Description of Work

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

Architectural services on an as-needed basis, for public building projects including but not limited to master plans, environmental reviews, programming and planning studies, assessments of existing facilities, green building evaluations, utility studies, design drawings, specifications, cost estimates, project schedules, adaptive re-use of existing facilities, modifications to life safety systems and other infrastructure, and new facilities.

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

The as-needed contracts will only be utilized when Public Works cannot provide the services in a timely manner due to unavailability of staff or when specialty services are required. If services cannot be provided in a timely manner the City's ongoing operations will be impacted and thereby cause delay to the provision of services necessary for the public interest.

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

Yes, this service has been provided in the past. Most recent personal services contract approval number is PSC 41026-15/16.

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. The contracts will have a duration of no more than 5 years.

2. Reason(s) for the Request

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

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

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.

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. Certain federal or state grants require the utilization of specialized contract services. These services will only be utilized on an as-needed basis.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Professional architectural services typically required for building projects in the public sector; services of licensed sub-consultants with expertise including but not limited to the following disciplines: historic preservation, civil, structural, electrical, mechanical/plumbing, resource efficiency with availability of LEED Accredited Professionals, LEED Compliance, building commissioning, elevator, access specialist, fire protection, code compliance, waterproofing, roofing, landscape architecture, lighting, audio/visual, telecom, IT, security, acoustical, signage/wayfinding, food service consulting, architectural photography, curtain wall, hardware, and facilities' furnishings/ interior design.
- B. Which, if any, civil service class(es) normally perform(s) this work? 5211, Eng/Arch/Landscape Arch Sr; 5215, Fire Protection Engineer; 5218, Structural Engineer; 5219, Senior Structural Engineer; 5260, Architectural Assistant 1; 5261, Architectural Assistant 2; 5262, Landscape Architect Assoc 1; 5265, Architectural Associate 1; 5266, Architectural Associate 2; 5268, Architect; 5272, Landscape Architect Assoc 2; 5274, Landscape Architect;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No.

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

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.
These are as-needed contract services only. They will only be utilized when the following conditions exist: • The Bureau is working at full capacity and postponement of pending projects would be contrary to the public interest, or • Specialized services are required that are not available internally and for which there is no ongoing demand that justifies the hiring of permanent City staff with the necessary expertise.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. The services are only going to be utilized on an as-needed 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. Since City staff are knowledgeable about most aspects of general Architectural Design work, and the specialty services are only going to be utilized on an as-needed basis, there is no need for Consultants to provide training to existing staff.
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
Yes.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.

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

No.

7. **Union Notification:** On 11/12/2020, the Department notified the following employee organizations of this PSC/RFP request:
Prof & Tech Eng, Local 21

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

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

Address: 49 South Van Ness Ave, 16th Floor San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 42862 - 20/21

DHR Analysis/Recommendation:

action date: 02/01/2021

Commission Approval Required

Approved by Civil Service Commission

02/01/2021 DHR Approved for 02/01/2021

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: RECREATION AND PARK COMMISSION -- REC

Dept. Code: REC

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

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

Type of Service: Urban Gardening Community Education and Outreach

Funding Source: PUC

PSC Duration: 2 years

PSC Amount: \$250,000

1. Description of Work

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

This service will provide community education and outreach to city residents interested in urban gardening. A .4FTE Master Gardener Program Coordinator from University of California Cooperative Extension (UCCE) will facilitate highly trained volunteers to provide education and outreach services in support of demonstration, community, home, and school gardens.

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

These free services promote environmentally responsible and sustainable horticultural practices, reduce fertilizer and pesticide pollutants, protect water quality and promote water conservation, encourage green-waste composting to reduce landfill materials and improve air quality, detect and manage invasive species, raise wildland fire protection awareness and instruct residents in safe handling and processing of agricultural products.

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 SFRPD Community Gardens and Urban Ag programs regularly utilize the Master Gardener online resources and recommend that our community gardeners review the planting guides and monthly garden task lists developed specifically for the various microclimates that exist in San Francisco and the Peninsula. For the past 3 years, our staff have attended Master Gardener talks and workshops to further our own professional development and inform the content of our inhouse workshops.

D. Will the contract(s) be renewed?

Unknown

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

2. Reason(s) for the Request

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

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

B. Explain the qualifying circumstances:

This service will provide community education and outreach to city residents interested in urban gardening. A .4FTE Master Gardener Program Coordinator from University of California Cooperative Extension (UCCE) will facilitate highly trained volunteers to provide education and outreach services in support of demonstration, community, home, and school gardens.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Outstanding youth and adult programming, the support of highly trained volunteers, the ability to conduct research, access to a well-staffed/equipped laboratory for soil analysis, and access to the research and information resources of a large, highly regarded and local University to ensure that our residents are receiving the most current science backed information available through all avenues of programming.
- B. Which, if any, civil service class(es) normally perform(s) this work? 3410, Apprentice Gardener; 3417, Gardener;
- 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?

This level of expertise and training is not available within the City.

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

- A. Explain why civil service classes are not applicable.
Services to be provided by a UC Master Gardener who has high level training and knowledge of agriculture/gardening
- 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. Not at this time. This is a new program that will be provided via out Community Gardens division. If this gained in popularity, it could make sense to hire a qualified Master Gardener.

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 employees. Master Gardener Program will train/teach garden volunteers and the public.
- 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 10/12/2023, the Department notified the following employee organizations of this PSC/RFP request:
Laborers, Local 261

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

Name: Sean McFadden Phone: 415 831 2779 Email: sean.mcfadden@sfgov.org

Address: 501 Stanyan Street San Francisco, CA 94117

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 44459 - 23/24

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 12/18/2023

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of sean.mcfadden@sfgov.org
To: [McFadden, Sean \(REC\)](#); laborers261@gmail.com; [McFadden, Sean \(REC\)](#); [DHR-PSCCoordinator, DHR \(HRD\)](#)
Subject: Receipt of Notice for new PCS over \$100K PSC # 44459 - 23/24
Date: Thursday, October 12, 2023 11:25:25 AM

RECEIPT for Union Notification for PSC 44459 - 23/24 more than \$100k

The RECREATION AND PARK COMMISSION -- REC has submitted a request for a Personal Services Contract (PSC) 44459 - 23/24 for \$250,000 for Initial Request services for the period 11/01/2023 – 10/31/2025. 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/21540> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - TECHNOLOGY -- TIS

Dept. Code: TIS

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

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

Type of Service: Communication Cable and System Installations

Funding Source: General Funds and Grants

PSC Amount: \$15,000,000

PSC Est. Start Date: 02/01/2024

PSC Est. End Date 01/31/2029

1. Description of Work

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

This request is for UP TO 5 contractors to be awarded each a \$3M contract (total for Personal Services Contract is to cover all possible 5 vendors awarded). This is to create a Pool of contractors to select from to ensure that a firm is available if and when the need arises to obtain additional staffing to complete projects on time. In 2017 a \$10M approval was granted, but only a total of \$1.5M was actually utilized from the 3 vendors selected.

The Department of Technology (DT) performs telecommunications-related work for City departments. As part of these duties, the Department of Technology performs cabling installation, inbuilding and outdoor cable installation and security systems. The Department of Technology will contract for additional cabling installation, inbuilding and outdoor cable installation and security systems personnel for special projects or in times of extraordinary workload. This Request for Proposal solicits qualifications for the cabling installation, communication systems and safety systems portion of DT'S work.

All work performed by the Contractor will be under the direct supervision of the Department of Technology staff.

Work is performed within new or existing City buildings that are either City-owned or City-occupied. Work required of the Contractor will be industry communication systems installation and telecommunications industry standard cabling, including but not limited to:

- installation of conduit, copper and fiber related wiring to all communication systems;
- installation of Local Area Network (LAN) cable;
- installation of data cable (cable only, no data transport services);
- installation of underground or feeder cable utilizing both micro trenching and traditional trenching methods;
- installation of fiber optic cable;
- installation of video and coaxial cable;
- installation of overhead copper and fiber cable;
- installation of wireless systems;
- installation and maintenance of shared Wi-Fi and Fiber to Affordable Housing components

B. Explain why this service is necessary and the consequence of denial:
Contractor will augment the Department of Technology (DT) staff by performing work either performed by the Department of Technology staff or by City contractors. Contractor will support major City construction projects as well as smaller projects, such as system upgrades. These installation projects include communication cable installation, safety system upgrades, WiFi system installations, and Fiber to Affordable Housing installations. If this request is denied, the city will not be able to meet its current goals for Fiber to Affordable Housing as well as key milestones by the approved grants. The Department of Technology is in the process of applying for another state and federal grant to continue fiber to affordable housing access.

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 work was awarded to compliant and responsive vendors who submitted a proposal. The Department of Technology staff does the majority of this work, however during times of high demand this work needs to be outsourced to ensure that project milestones are met.

D. Will the contract(s) be renewed?
Potentially, the last contracts lasted through 2022, and the need has arisen again for additional staffing in 2024.

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 of Technology intends to issue agreements to multi-vendors instead of just one vendor to complete the Citywide Communication Cable, Fiber to Housing, and System Installations projects.

2. Reason(s) for the Request

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

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

B. Explain the qualifying circumstances:
Due to the number of City projects, the Department of Technology is seeking approval of vendors to augment its staff during peak periods of citywide Communication Cable and System Installation projects. There is no guarantee that any work order / Purchase Orders will be administered to any vendor.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Five years of continuous experience in installation and upgrade of telecommunications cabling or safety and security systems (2018 through 2022), with three years of that experience being with entities with approximately the same number as the City (30,000). Desired qualifications of Contractor’s technicians include, but are not limited to, the following: a. Certification in the installation of Category 3 wire, Category 5 wire, Category 6E wire, fiber optic, and Avaya 2071/Gigaspeed Systemax products. b. Experience in the installation of coaxial cabling for: (1) video applications and (2) data application such as IBM Shielded Twisted Pair and IBM 3270. c. Experience in safety systems, including panel programming, and related wiring. d. Working familiarity with cabling protocols such as Ethernet, fast Ethernet, 10 base T and 568A and 568B. In demonstrating adequate experience, training and qualifications, Proposer should provide the following information: e. The recent work experience (within the last three years) of any staff that will be assigned—either full or part-time—to City projects. f. The professional qualifications, training and certifications held by each staff member. g. A description of the tasks to be performed by each staff person. h. Workload, availability and accessibility of each staff member. i. A description of how staff usually develops, performs and completes work.

B. Which, if any, civil service class(es) normally perform(s) this work? 7308, Cable Splicer; 7338, Electrical Line Worker; 7345, Electrician; 7362, Communications Systems Tech; 7430, Asst Electronic Main Tech; 7432, Electrical Line Helper;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: The resources are available in the City. The Department of Technology converted several public safety and cable

installation Temporary Exempt positions to Permanent Civil Services during the Exempt-to-Permanent process in 2022/2023. Due to the number of City projects, the Department of Technology is seeking approval of vendors to augment its staff during peak periods of citywide Communication Cable and System Installation projects.

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

The resources are available in the City. Due to the number of City projects, the Department of Technology is seeking approval of vendors to augment its staff during peak periods of citywide Communication Cable and System Installation projects.

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

- A. Explain why civil service classes are not applicable.
The resources are available in the City. Due to the number of City projects, the Department of Technology is seeking approval of vendors to augment its staff during peak periods of citywide Communication Cable and System Installation projects.

- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. The resources are available in the City. Due to the number of City projects, the Department of Technology is seeking approval of vendors to augment its staff during peak periods of citywide Communication Cable and System Installation projects.

6. Additional Information

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

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

- 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 09/26/2023, the Department notified the following employee organizations of this PSC/RFP request:
Electrical Workers, Local 6; 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: Jolie Gines Phone: 628 652 5074 Email: jolie.gines@sfgov.org

Address: 1 South Van Ness Ave 2nd Floor

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 48829 - 23/24

DHR Analysis/Recommendation:
Commission Approval Required
DHR Approved for 12/18/2023

Civil Service Commission Action:

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of jolie.gines@sfgov.org
To: [RECEIPT for Union Notification for PSC 48829 - 23/24 more than \\$100k](mailto:Gines, Jolie (TIS); matthew.torres@seiu1021.org; SF-DHR-Info@seiu1021.org; Najuwanda 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; sportillo@ifpte21.org; kdavis@ifpte21.org; jharding@ifpte21.org; mweirick@ifpte21.org; agarza@ifpte21.org; ewallace@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; amakayan@ifpte21.org; l21pscreview@ifpte21.org; Osha.Ashworth; Edhammer, Ken (TIS); DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Notice for new PCS over $100K PSC # 48829 - 23/24
Date: Tuesday, September 26, 2023 9:20:44 AM</p><hr/></div><div data-bbox=)

The GENERAL SERVICES AGENCY - TECHNOLOGY -- TIS has submitted a request for a Personal Services Contract (PSC) 48829 - 23/24 for \$15,000,000 for Initial Request services for the period 01/01/2024 – 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/21471> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

Additional Attachment(s)

Appendix A – Scope of Work

I. COMMUNICATION CABLE AND SAFETY AND SYSTEMS INSTALLATION SCOPE OF WORK

The following are work tasks assumed necessary to proposing teams who may suggest a modified scope as part of their proposal.

DT's PSS Division performs telecommunications-related construction work for City departments and in support of the City's Fiber to Affordable Housing Program. As part of these duties, DT performs cabling installation, inbuilding and outdoor cable installation and safety systems. DT will contract for additional cabling installation, inbuilding and outdoor cable installation and safety systems personnel for special projects or in times of extraordinary workload. This SOW solicits qualifications for the cabling installation, communication systems and safety systems portion of DT'S work.

Contractor will augment DT staff by performing work either performed by DT staff or by City contractors. Contractor will support major City construction projects as well as smaller projects, such as system upgrades. No data transport / internet services are allowed under this contract.

The scope of work for this requires two distinct methods for supplementing and augmenting DT's staff, each with specific tasks and responsibilities:

Method 1: Supplemental Staff Requests

The City will issue Supplemental Staffing Requests to the pool of vendors selected. The Supplemental Staffing Requests will specify the required skillset and the duration of the assignment.

Contractors will respond by proposing individual skilled workers and making them available for City staff to interview. The City will select the workers to join as members of an existing City work team. These workers will collaborate under the supervision of City personnel to execute various project tasks. Responsibilities under this method include:

- a. Providing skilled workers with expertise in telecommunications infrastructure, including but not limited to network installation, maintenance, troubleshooting, and upgrades.
- b. Collaborating effectively with the City's team leads and project managers to integrate seamlessly into ongoing projects.
- c. Adhering to project schedules, safety protocols, and quality standards as defined by the City.
- d. Participating in regular project meetings, reporting progress, and addressing concerns or challenges in a proactive manner.

Method 2: Defined Deliverable Requests

The City will issue Defined Deliverable Requests to the pool of vendors selected. The Defined Deliverable Request will define a discrete scope of work and its associated deliverables, and deliverable acceptance criteria.

Contractors will respond with a fixed-price bid to complete the defined scope. The Contractor's bid will be inclusive of all skilled personnel, materials, equipment, and tools required to deliver the defined deliverables. Responsibilities under this method include:

- a. Identifying and assigning skilled team members with appropriate expertise and qualifications to perform the work.
- b. Developing a comprehensive plan outlining timelines, milestones, resource allocation, and responsibilities.
- c. Project managing all aspects of the work required to complete the deliverable, including planning, execution, monitoring, quality control, and completion. This also includes providing regular status updates, progress reports, and addressing any issues in a timely manner.
- d. Coordinating closely with the City's fiber construction management team to ensure alignment with deliverable objectives, timelines, and quality and safety standards.
- e. Participating in the City's deliverable acceptance process and addressing any deficiencies in a timely manner to achieve final acceptance.

These descriptions of the qualifications and experience required of the Contractor, and the work-related tasks assumed necessary to provide safety and telecommunications cabling services to the City. These descriptions are a general guide and are not intended to be a complete list of all work that may be required of the Contractor.

Work required of the Contractor will be industry communication systems installation and telecommunications industry standard cabling, including but not limited to:

- installation of conduit, copper and fiber related wiring to all communication systems;
- installation of LAN cable;
- installation of data cable (cable only, no data transport services);
- installation of underground or feeder cable utilizing both micro trenching and traditional trenching methods;
- installation of fiber optic cable;
- installation of video and coaxial cable;
- installation of overhead copper and fiber cable;
- installation of wireless systems;
- installation and maintenance of shared Wi-Fi and Fiber to Affordable Housing components

To further illustrate the types of services needed, examples of past and future DT safety, fiber optic, and cabling projects include:

- San Francisco Police Department: Installation of approximately 450 data ports to upload streaming videos at eleven police precinct stations.
- Installation of CAT 6 outdoor cable for approximately 140 wireless access points along Market Street.

- Installation of approximately 100 outdoor CAT 5/6 cables in 32 Recreation and Parks locations.
- Northern Police Station, March 2016. Replacement of video surveillance system. Work scope included removal of the old recorders and cameras and installation of Network Video Recorders, POE switches, Megapixel cameras with infrared, Multi-sensor cameras and PTZ cameras.
- Hall of Justice District Attorney’s Office. Removal and installation of new data cable for several PC’s and phones.
- Fiber to Affordable Housing Program. Beginning in 2018, installation of fiber optic cable, CAT 6 cable, Wireless Access Points, and network infrastructure in over 90 affordable housing sites.

A. Contractor’s Qualifications

1. Minimum Qualifications

Experience: Five years of continuous experience in installation and upgrade of telecommunications cabling or safety systems (2018 through 2022).

2. Firm Qualifications

Information that will demonstrate that the Contractor can comply with City requirements, including but not limited to the following:

- Financial stability.** Proposer must provide tax returns or financial statements from 2020, 2021, and 2022.
- Experience.** Proven quality of work similar to that described in paragraph A above within the last five years completed by the Proposer. Information provided should include adherence to schedules, deadlines and budgets.
- A demonstrable record of crew safety.** The documentation provided should be verifiable and should include data for the last two years.
- Adequate staffing.** The resources needed to serve the City’s needs, including sufficient management, crew members, vehicles, tools, etc. (See also Section C.4, “Available Work Force” and Section C.5, “Available Resources,” below.)
- Local and/or non-toll access numbers.** All access numbers (i.e., “phone numbers”) to Contractor’s mobile equipment must be local or non-toll access numbers, meaning they must be either in the 415, 628 area code or 888, 800, or 877 numbers.

3. Technicians’ Qualifications

Desired qualifications of Contractor’s technicians include, but are not limited to, the following:

- a. **Certification.** Certification in the installation of Category 3 wire, Category 5 wire, Category 6E wire, fiber optic, and Avaya 2071/Gigaspeed Systemax products.
- b. **Coax Experience.** Experience in the installation of coaxial cabling for: (1) video applications and (2) data application such as IBM Shielded Twisted Pair and IBM 3270.
- c. **Safety System Experience.** Experience in safety systems, including panel programming, and related wiring.
- d. **Cabling Protocol Experience.** Working familiarity with cabling protocols such as Ethernet, fast Ethernet, 10 base T and 568A and 568B.

In demonstrating adequate experience, training and qualifications, Contractor should provide the following information:

- a. The recent work experience (within the last three years) of any staff that will be assigned—either full or part-time—to City projects.
- b. The professional qualifications, training and certifications held by each staff member.
- c. A description of the tasks to be performed by each staff person.
- d. Workload, availability and accessibility of each staff member.
- e. A description of how staff usually develops, performs, and completes work.

B. Available Work Force

1. Single Point of Contact

Contractor shall provide the City with a Single Point of Contact (SPOC). The SPOC will manage the City contract and will function as the City’s contact for all matters related to the Contract. The SPOC will oversee Contractor’s crews assigned to City projects.

Regarding its ability to provide an adequate SPOC, the Contractor must address the following:

- a. The manner in which the SPOC can be contacted (e.g., cell phone, pager, etc.);
- b. Hours SPOC is on duty;
- c. Recourse when SPOC is not on duty;
- d. Recourse, including management escalation procedures, when SPOC is not responding to calls from City personnel.

Documentation must include a description of the SPOC’s experience, including:

- a. SPOC’s training related to cabling and project management.
- b. SPOC’s training related to safety system management.
- c. SPOC’s job experience (the City requires that the SPOC have three years of supervisory experience with similar contracts);

- d. The SPOC's current role and responsibilities in the Proposer's firm.

2. Adequate Work Force

Regarding its ability to provide an adequate work force, Contractor must include information on the following:

- a. The number of crew members that the Contractor can make available to the City contract, including the classification and status (full- or part-time) of each crew member;
- b. The number of support personnel (i.e., administrators), their status (full- or part-time) and a description of job duties.

C. Available Resources

Contractor must describe the resources available to personnel working on the City contract, including information on the following:

1. The number and type of work vehicles available to Contractor's personnel working on the City contract.
2. A description of the tools kept by individual technicians.
3. A description of the specialized tools available to individual technicians or crews working on City contracts, including the number of each specialized tool type available.
4. The size of the Proposer's local or nearest office and hours staffed.
5. Computer equipment available to staff working on the City contract, including laptops and a description of e-mail access.
6. Mobile telecommunications equipment used by staff that will be working on the City contract.
7. Phone support available and how it is provided, including hours and manner by which the phone is answered at the Proposer's local office.

D. Contractor Scope of Work Procedures

Contractor agrees to augment Department of Technology crew in providing Communication Cable and Systems Installation services to include installation,

testing and termination of voice and data cables to City Departments as directed by the Department of Technology in City owned or City leased buildings.

1. The City shall not provide tools, equipment or vehicles. Contractor must provide tools (including installation and testing tools), computers, communications equipment and systems, vehicles, parking arrangements and all other work-related necessities.

2. Contractor must comply with all applicable street regulations. All permits, fees, arrangements, etc., associated with parking and street access for Contractor's equipment and vehicles are Contractor's responsibility.

3. For every project assigned by the Department of Technology, Contractor shall provide the following deliverables:

1. Typical Procedures for Determining Scope-of-Work and for Completing Work

The following procedural example is meant to illustrate how DT manages projects. DT uses these procedures with its current cabling contractor. With a future contractor, DT may continue to follow these procedures. However, DT and the City reserve the right to modify procedures at any time.

Typically, the following steps are followed to define a project and its scope of work:

Step 1. A client department notifies DT of a cabling or safety or safety system project.

Step 2. DT project management staff conducts a pre-project field visit to refine the project description and to identify any site issues.

Step 3. DT staff prepares a Statement of Work (SOW) outlining the project. The SOW includes such details as panel, device and cabling types needed, whether cable testing is required, locations of panel and devices and how cabling should be terminated, etc. (See Section D.3, "Statement of Work" below, for a description.)

Step 4. If DT project management considers it necessary, DT may tour the site again with the Contractor.

Step 5. DT and the Contractor negotiate the fixed number of hours needed to complete the project.

Step 6. DT and the Contractor negotiate the type of staff needed to do the work.

Step 7. DT approves the Statement of Work, including materials, timeline to complete, staff to be used, and a “not to exceed” dollar amount.

Step 8. DT inspects the completed project and accepts or rejects the work.
(See Section D.5, “Job Acceptance and Certification,” below.)

Or, DT may require supplemental staff for a defined number of hours to work under the supervision of DT staff.

2. Lead Time

Contractor must provide DT with prompt and accurate estimates of the lead time needed for each project. Proposers must include any information on special circumstances that will increase or decrease the necessary lead time (e.g., job sizes that require more lead time or job types that require more lead time).

3. Statement of Work

In preparation for initiating a project under the auspices of the City and DT and before initiating that job, Contractor must provide a written Statement of Work that is acceptable to DT. A Statement of Work should be submitted by the Contractor’s Single Point of Contact to the identified DT project manager via email. The Statement of Work must include, at minimum, the following elements:

- a. The work location;
- b. The DT job number;
- c. A detailed description of work to be done;
- d. A list of the Contractor’s personnel that will be doing the work;
- e. The Contractor’s point-of-contact for the job (typically the job supervisor who is directly supervising the Contractor’s crew);
- f. A blueprint or highly legible site sketch that includes pertinent information about the job that will lead to its successful completion, including:
 - number of devices to be installed;
 - Description of cabling types;
 - Cabling “runs”;
 - Panels and devices to be installed and to be connected to;
 - Any architectural elements that will affect the work;
 - Site characteristics that will affect work.
- g. A full description of materials to be used, including an identification of who will provide the materials (i.e., and/or equipment, City or Contractor);

- h. A fixed timeline;
- i. A fixed cost job price, broken down by materials and equipment (if applicable);
- j. A description of the job acceptance and certification procedures for the particular job. This should include the time and method by which Contractor's supervisor level staff will turn the job over to DT project management and arrangements for DT project management to tour the site to accept or reject the work. (See Section D.5, "Job Acceptance and Certification," below.)

4. Approval of Statement of Work

The Contractor will submit the Statement-of-Work to DT project management for review. The final Statement of Work will be submitted to the DT Deputy Director, PSS, for signature. No work can proceed without the approval of either the Deputy Director or Deputy Director's designee.

5. Job Acceptance and Certification

The Contractor will follow DT's procedures for job acceptance and certification. Those procedures will include:

- a. Contractor will complete and present to DT lead staff a "job completion document" that includes a written description of the job completed. The document must include the DT job number;
- b. Contractor and DT lead staff will conduct a "walk through" inspection of the completed job.
- c. DT lead staff will accept or reject the work completed, indicating acceptance or rejection on the completed DT job completion document.
 - If accepted, DT lead staff will sign the document.
 - If rejected, DT lead staff will indicate, on the document, the reason why the job was rejected. Contractor and DT lead staff will determine how to rectify the job problems and will record the planned solution, with dates for task completion, and on the job documentation form.

The Contractor will perform the necessary work under the fixed pricing. No additional costs will be incurred by the City, unless agreed to through the Change Order process (see Section D.6, "Change Orders," below.). After completion, another walk-through inspection will take place.

6. Change Orders

Contractor is required to follow acceptable scheduling and project management procedures for changing Statements-of-Work (Change Orders), including but not limited to the following:

a. Contractor must provide DT timely and accurate written notice of all changes to job scope, costs, and schedules. The Contractor will submit Change Orders to DT project management for review. The final Change Orders will be submitted to the DT Deputy Director, PSS, for signature. No work can proceed under a change order without the approval of either the Deputy Director or Deputy Director designee.

b. The written Change Orders will include, at minimum, the following information:

- A description of the work location;
- A description of the original job, including DT job number;
- A description of the proposed job change, including any specific aspect of the project that is being changed or delayed and the length of proposed delay;
- A detailed justification for job changes and/ or delays;

Appendix B – Calculation of Charges

1. Hourly Rates

The City will establish hourly rates by personnel classification when requests occur for staffing. Rates shall be “fully loaded.” This means that the City will not be charged anything in addition to the hourly rates charged for each contracted staff member. Along with the Contractor’s overhead and profit, hourly rates will encompass the resources required for performing the work, as described in the RFP, and will include the following materials: consumables, such as tape, wire ties, gasoline; tools; test equipment. For other materials, for each job, Contractor and City will agree that either the City will furnish or purchase them, or the Contractor will purchase them and bill the City.

2. Industry Standard Wages

Contractor shall pay its personnel the current union wages for the class of work performed by its personnel.

3. Hourly Rate Increases

During the span of this contract, the Contractor may change hourly rates only once during every fiscal year on July 1, and commencing July 1, 2024.

Hourly rate increase must be based on a percentage increase directly proportional to any increase within the appropriate classification. If necessary, appropriate classifications will be negotiated prior to initiating the contract.

The minimum hourly rate of wages for July 1, 2023 – June 30, 2024 shall be as follows (wage increase of 2.25% occurs on January 6, 2024):

	<u>Per Hour</u>
Cable Splicer	\$xx.xx
Line Worker	\$xx.xx
Line Helper	\$xx.xx
Communication System Technician	\$xx.xx
Assistant Technician	\$xx.xx
Electrician	\$xx.xx

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: GENERAL SERVICES AGENCY - TECHNOLOGY -- TIS

Dept. Code: TIS

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

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

Type of Service: Citywide Salesforce Cloud-Based Software Agreement with proprietary software support

Funding Source: General Funds

PSC Amount: \$22,000,000

PSC Est. Start Date: 07/01/2016

PSC Est. End Date 06/30/2030

1. Description of Work

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

The purpose of this 14-year enterprise agreement is to allow city depts to purchase Salesforce cloud-based licenses only at a negotiated volume discount. The agreement does not include any professional services.

Salesforce product licenses enable City Departments to access customizable cloud-based software that can be used to quickly automate multiple business process. These products can deliver substantial value to the City at a relatively low cost because solutions can be built quickly simply by buying individual annual licenses in line with business needs rather than requiring the purchase of full software suites at a great cost. The scalability and flexibility of Salesforce software makes these products valuable to many City Departments as they are able to address the different needs of City agencies

In 2016 when the enterprise agreement was first inked, CSC did not impose a requirement that cloud-based software was subject to CSC review and approval. To the extent that cloud-based software and proprietary software support are now subject to CSC review and approval, DT is seeking CSC approval at this time for this entire 14-year agreement and its contract value.

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

Many City Depts (MTA, PUC, HSS, etc.) are already using Salesforce products to automate multiple internal business processes so the planned contract amendment simply continues to support their existing business needs. Denial of this would cause severe disruption to City depts.

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

Before Salesforce City Depts were using costly and inefficient manual intensive processes; so with the use of this software license, the City is able to realize substantial recurring productivity improvements

D. Will the contract(s) be renewed?

Yes most likely.

- 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.

In July 2016, on the basis of sole source justification, DT entered into a citywide 5-year agreement with Carahsoft, the exclusive distributor of cloud-based Salesforce licenses for public sector. The agreement does not include any professional services. In 2016, CSC did not impose a requirement that cloud-based software was subject to CSC review and approval. As such, PSC filing was NOT made. In CY2021 this Salesforce Software as a Service, SaaS, agreement was extended for 4 more years to a 9-year agreement. We're currently proposing to add another 5 years to the current 9-year agreement to make this a 14 years agreement for the reason below: Salesforce product licenses enable City Departments to access customizable cloud-based software that can be used to quickly automate multiple business process. These products can deliver substantial value to the City at a relatively low cost because solutions can be built quickly simply by buying individual annual licenses in line with business needs rather than requiring the purchase of full software suites at a great cost. The scalability and flexibility of Salesforce software makes these products valuable to many City Departments as they are able to address the different needs of City agencies. Note that many City Depts (MTA, PUC, HSS, etc.) are already using Salesforce products to automate multiple internal business processes so the planned contract amendment simply continues to support their existing business needs. DT is committed to reporting in year 4 of the agreement to the Civil Service Commission.

2. Reason(s) for the Request

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

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

REASON FOR CHECKING OTHER:

This contract includes only software licenses and no professional services. To the extent that cloud-based software and proprietary software support are now subject to CSC review and approval, DT is seeking CSC approval at this time for this entire 14-year agreement and its contract value.

3. Description of Required Skills/Expertise

- A. Specify required skills and/or expertise: Proprietary Salesforce cloud-based software support that is not ordinarily performed by a City employee.

B. Which, if any, civil service class(es) normally perform(s) this work? 1044, IS Engineer-Principal;

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

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

NO

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

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

This is proprietary cloud-based software and support from Salesforce.

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.

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. This contract includes only software licenses and no professional services. Salesforce provides self-service online training available to all City developers

- 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 10/20/2023, 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: Jolie Gines Phone: 628 652 5074 Email: jolie.gines@sfgov.org

Address: One South Van Ness Ave 2nd Floor San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 49418 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 12/18/2023

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of jolie.gines@sfgov.org
To: [Gines, Jolie \(TIS\)](mailto:Gines, Jolie (TIS)); [Laxamana, Junko \(DBI\)](mailto:Laxamana, Junko (DBI)); sportillo@ifpte21.org; kdavis@ifpte21.org; jharding@ifpte21.org; mweirick@ifpte21.org; agarza@ifpte21.org; ewallace@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; amakayan@ifpte21.org; l21pscreview@ifpte21.org; [Wong, Fan-Wa \(TIS\)](mailto:Wong, Fan-Wa (TIS)); [DHR-PSCCoordinator, DHR \(HRD\)](mailto:DHR-PSCCoordinator, DHR (HRD))
Subject: Receipt of Notice for new PCS over \$100K PSC # 49418 - 22/23
Date: Friday, October 20, 2023 2:06:13 PM

RECEIPT for Union Notification for PSC 49418 - 22/23 more than \$100k

The GENERAL SERVICES AGENCY - TECHNOLOGY -- TIS has submitted a request for a Personal Services Contract (PSC) 49418 - 22/23 for \$22,000,000 for Initial Request services for the period 07/01/2016 – 06/30/2030. 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/19400> For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT

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

Modification

Personal Services Contracts

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION

Dept. Code: AIR

Type of Request: Initial Modification of an existing PSC (PSC # 42752 - 15/16)

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

Type of Service: Project Management Support and Design-Build Services for the Wayfinding Enhancement Program

Funding Source: Airport Operating Capital Funds

PSC Original Approved Amount: \$55,000,000 PSC Original Approved Duration: 07/19/16 - 12/31/21 (5 years 23 weeks)

PSC Mod#1 Amount: \$15,000,000 PSC Mod#1 Duration: 12/31/21-09/01/24 (2 years 34 weeks)

PSC Mod#2 Amount: no amount added PSC Mod#2 Duration: 09/01/24-12/31/26 (2 years 17 weeks)

PSC Cumulative Amount Proposed: \$70,000,000 PSC Cumulative Duration Proposed: 10 years 23 weeks

1. Description of Work

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

Project Management Support Services (PMSS) and Design-Build (DB) service teams will manage the design and construction of the Wayfinding Enhancement Program (The Program) at the San Francisco International Airport (SFO). Services include project controls, scheduling, document control, design management, contracts management, architectural, engineering, environmental and graphic design services, and construction. Services will include:

-Development of airport-wide wayfinding plan, including improvements to virtual gateways, roadways, parking, curbside, terminal, dining and shopping, and gates

-Development of airport-wide Signage Guideline Standards

-Development of an airport-wide implementation plan for signage upgrades with phased and interim approaches

-Graphic and environmental design services for ongoing airport campus requirements

-Management of graphic design, industrial design, prototyping, use and experience studies, geographic information system (GIS) mapping, dynamic display technology and information and technology systems.

Of the total \$55,000,000 PSC Amount, the current estimated construction cost is \$45,000,000.

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

The Program will increase passengers' wayfinding success rate and improve the guest experience by standardizing signage, reducing visual clutter and visual conflicts, providing real-time information, and organizing and displaying information in a consistent and accessible format to better serve the increasing number of passengers at SFO. If denied, the guest experience would suffer, resulting in confused and lost passengers, and an increase in passengers with missed connections or pick-ups. The impact to the guest experience would result in decreased concession and non-airline revenue.

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

PSC 42752-15/16

D. Will the contract(s) be renewed?

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

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

Need to extend for time to address delays because of the pandemic.

2. Reason(s) for the Request

A. Display all that apply

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

Explain the qualifying circumstances:

The Wayfinding Enhancement Program requires short-term services with diverse skills and expertise in signage and wayfinding at large hub airports.

B. Reason for the request for modification:

Need to extend for time to address delays because of the pandemic.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Specialized skills include airport design, management, and facility development are required. Additionally, environmental graphics, graphic design, industrial design, experience design, dynamic display technology and project and construction management expertise are required. Designers must have experience with managing the complexities of signage systems and wayfinding within a large hub airport setting.

B. Which, if any, civil service class(es) normally perform(s) this work? 5211, Eng/Arch/Landscape Arch Sr; 5212, Engineer/Architect Principal; 5241, Engineer; 5322, Graphic Artist; 5330, Graphics Supervisor; 7457, Sign Worker;

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

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

Existing civil service classifications do not have the unique and highly specialized expertise in the field of airport signage and wayfinding.

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 scope and scale of this project does not occur frequently enough to adopt permanent civil service classifications.

6. Additional Information

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
While formal training is not anticipated at this time, based on the outcome of the work, vendor may provide training to Airport staff where and when applicable.

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.
SFO Partners and Fisher Development Inc.

7. **Union Notification:** On 09/19/23, the Department notified the following employee organizations of this PSC/RFP request:
SEIU Local 1021; Architect & Engineers, Local 21;

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

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

Address: PO Box 8097, San Francisco, CA 94128

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 42752 - 15/16

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 12/18/2023

Receipt of Union Notification(s)

Cynthia Avakian (AIR)

From: dhr-psccordinator@sfgov.org on behalf of cynthia.avakian@flysfso.com
Sent: Tuesday, September 19, 2023 2:07 PM
To: Cynthia Avakian (AIR); cade.crowell@seiu1021.org; SF-DHR-Info@seiu1021.org; max.porter@seiu1021.org; Jason Klumb; Laxamana, Junko (DBI); sarah.wilson@seiu1021.org; Thomas Vitale; Ricardo.lopez@sfgov.org; Kbasconcillo@sfgwater.org; Sandeep.lal@seiu1021.me; pcamarillo_seiu@sbcglobal.net; Wendy Frigillana; pscreview@seiu1021.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; davidmkersten@gmail.com; XiuMin Li; Sin.Yee.Poon@sfgov.org; David Canham; jtanner940@aol.com; kdavis@ifpte21.org; jharding@ifpte21.org; mweirick@ifpte21.org; 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; DHR-PSCCoordinator, DHR (HRD)
Subject: Receipt of Modification Request to PSC # 42752 - 15/16 - MODIFICATIONS

PSC RECEIPT of Modification notification sent to Unions and DHR

The AIRPORT COMMISSION -- AIR has submitted a modification request for a Personal Services Contract (PSC) for \$0 for services for the period September 1, 2024 – December 31, 2026. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

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

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/16298>

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 mweirick@ifpte21.org jharding@ifpte21.org kdavis@ifpte21.org jtanner940@aol.com david.canham@seiu1021.org Sin.Yee.Poon@sfgov.org xiumin.li@seiu1021.org davidmkersten@gmail.com leah.berlanga@seiu1021.org ted.zarzecki@seiu1021.net pscreview@seiu1021.org Wendy.Frigillana@seiu1021.org pcamarillo_seiu@sbcglobal.net Sandeep.lal@seiu1021.me Kbasconcillo@sfgwater.org Ricardo.lopez@sfgov.org thomas.vitale@seiu1021.org sarah.wilson@seiu1021.org junko.laxamana@sfgov.org jason.klumb@seiu1021.org max.porter@seiu1021.org SF-DHR-Info@seiu1021.org cade.crowell@seiu1021.org

Additional Attachment(s)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSIONDept. Code: AIRType of Request: Initial Modification of an existing PSC (PSC # 42752 - 15/16)Type of Approval: Expedited Regular Annual Continuing (Omit Posting)Type of Service: Project Management Support and Design-Build Services for the Wayfinding Enhancement ProgramFunding Source: Airport Operating Capital FundsPSC Original Approved Amount: \$55,000,000PSC Original Approved Duration: 07/19/16 - 12/31/21 (5 years 23 weeks)PSC Mod#1 Amount: \$15,000,000PSC Mod#1 Duration: 12/31/21-09/01/24 (2 years 34 weeks)PSC Cumulative Amount Proposed: \$70,000,000PSC Cumulative Duration Proposed: 8 years 6 weeks**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

Project Management Support Services (PMSS) and Design-Build (DB) service teams will manage the design and construction of the Wayfinding Enhancement Program (The Program) at the San Francisco International Airport (SFO). Services include project controls, scheduling, document control, design management, contracts management, architectural, engineering, environmental and graphic design services, and construction. Services will include:

-Development of airport-wide wayfinding plan, including improvements to virtual gateways, roadways, parking, curbside, terminal, dining and shopping, and gates

-Development of airport-wide Signage Guideline Standards

-Development of an airport-wide implementation plan for signage upgrades with phased and interim approaches

-Graphic and environmental design services for ongoing airport campus requirements

-Management of graphic design, industrial design, prototyping, use and experience studies, geographic information system (GIS) mapping, dynamic display technology and information and technology systems.

Of the total \$55,000,000 PSC Amount, the current estimated construction cost is \$45,000,000.

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

The Program will increase passengers' wayfinding success rate and improve the guest experience by standardizing signage, reducing visual clutter and visual conflicts, providing real-time information, and organizing and displaying information in a consistent and accessible format to better serve the

increasing number of passengers at SFO. If denied, the guest experience would suffer, resulting in confused and lost passengers, and an increase in passengers with missed connections or pick-ups. The impact to the guest experience would result in decreased concession and non-airline revenue.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.
PSC 42752-15/16

D. Will the contract(s) be renewed?
Yes, if there continues to be a need at SFO.

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

2. Reason(s) for the Request

A. Display all that apply

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

Explain the qualifying circumstances:

The Wayfinding Enhancement Program requires short-term services with diverse skills and expertise in signage and wayfinding at large hub airports.

B. Reason for the request for modification:
Need to add money and time to extend the contract.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Specialized skills include airport design, management, and facility development are required. Additionally, environmental graphics, graphic design, industrial design, experience design, dynamic display technology and project and construction management expertise are required. Designers must have experience with managing the complexities of signage systems and wayfinding within a large hub airport setting.

B. Which, if any, civil service class(es) normally perform(s) this work? 5211, Eng/Arch/Landscape Arch Sr; 5212, Engineer/Architect Principal; 5241, Engineer; 5322, Graphic Artist; 5330, Graphics Supervisor; 7457, Sign Worker;

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

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

Not Applicable

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

A. Explain why civil service classes are not applicable.

Existing civil service classifications do not have the unique and highly specialized expertise in the field of airport signage and wayfinding.

- 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 scope and scale of this project does not occur frequently enough to adopt permanent civil service classifications.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
While formal training is not anticipated at this time, based on the outcome of the work, vendor may provide training to Airport staff where and when applicable.
- 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.
SFO Partners and Fisher Development Inc.

7. Union Notification: On 04/02/21, the Department notified the following employee organizations of this PSC/RFP request:

SEIU Local 1021; Architect & Engineers, Local 21;

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

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

Address: PO Box 8097, San Francisco, CA 94128

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 42752 - 15/16

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 06/02/2021

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: AIRPORT COMMISSION -- AIR

Dept. Code: AIR

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

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

Type of Service: Project Management Support and Design-Build Services for the Wayfinding Enhancement Program

Funding Source: Airport Operating Capital Funds

PSC Amount: \$55,000,000

PSC Est. Start Date: 07/19/2016

PSC Est. End Date 12/31/2021

1. Description of Work

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

Project Management Support Services (PMSS) and Design-Build (DB) service teams will manage the design and construction of the Wayfinding Enhancement Program (The Program) at the San Francisco International Airport (SFO). Services include project controls, scheduling, document control, design management, contracts management, architectural, engineering, environmental and graphic design services, and construction. Services will include:

-Development of airport-wide wayfinding plan, including improvements to virtual gateways, roadways, parking, curbside, terminal, dining and shopping, and gates

-Development of airport-wide Signage Guideline Standards

-Development of an airport-wide implementation plan for signage upgrades with phased and interim approaches

-Graphic and environmental design services for ongoing airport campus requirements

-Management of graphic design, industrial design, prototyping, use and experience studies, geographic information system (GIS) mapping, dynamic display technology and information and technology systems.

Of the total \$55,000,000 PSC Amount, the current estimated construction cost is \$45,000,000.

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

The Program will increase passengers' wayfinding success rate and improve the guest experience by standardizing signage, reducing visual clutter and visual conflicts, providing real-time information, and organizing and displaying information in a consistent and accessible format to better serve the increasing number of passengers at SFO. If denied, the guest experience would suffer, resulting in confused and lost passengers, and an increase in passengers with missed connections or pick-ups. The impact to the guest experience would result in decreased concession and non-airline revenue.

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

This is a new service.

D. Will the contract(s) be renewed?

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

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

The term includes the anticipated 5-year program term and a few additional months through the end of the calendar year to allow for any possible delays initiating the work.

2. Reason(s) for the Request

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

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

B. Explain the qualifying circumstances:

The Wayfinding Enhancement Program requires short-term services with diverse skills and expertise in signage and wayfinding at large hub airports.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Specialized skills include airport design, management, and facility development are required. Additionally, environmental graphics, graphic design, industrial design, experience design, dynamic display technology and project and construction management expertise are required. Designers must have experience with managing the complexities of signage systems and wayfinding within a large hub airport setting.

B. Which, if any, civil service class(es) normally perform(s) this work? 5211, Eng/Arch/Landscape Arch Sr; 5212, Engineer/Architect Principal; 5241, Engineer; 5322, Graphic Artist; 5330, Graphics Supervisor; 7457, Sign Worker;

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

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

A Notice of Intent (NOI) for PMSS was sent to the San Francisco Municipal Transportation Authority, Port, Public Utilities and Public Works on January 21, 2016 with responses due February 4, 2016. While Public Works acknowledge receipt of NOI, no other responses were received by the deadline.

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

A. Explain why civil service classes are not applicable.

Existing civil service classifications do not have the unique and highly specialized expertise in the field of airport signage and wayfinding.

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 scope and scale of this project does not occur frequently enough to adopt permanent civil service classifications.

6. Additional Information

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not. No. While formal training is not anticipated at this time, based on the outcome of the work, vendor may provide training to Airport staff where and when applicable.

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

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

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

No.

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

No.

7. **Union Notification:** On 03/11/2016, the Department notified the following employee organizations of this PSC/RFP request:
Architect & Engineers, Local 21; SEIU Local 1021

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

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

Address: PO Box 8097 San Francisco, CA 94128

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 42752 - 15/16

DHR Analysis/Recommendation:

action date: 07/18/2016

Commission Approval Required

Approved by Civil Service Commission

07/18/2016 DHR Approved for 07/18/2016

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: ENVIRONMENT

Dept. Code: ENV

Type of Request: Initial Modification of an existing PSC (PSC # 42629 - 20/21)

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

Type of Service: Software

Funding Source: Grant from BayREN (local)

PSC Original Approved Amount: \$372,300 PSC Original Approved Duration: 12/15/20 - 12/21/23 (3 years 6 days)

PSC Mod#1 Amount: no amount added PSC Mod#1 Duration: 04/01/22-12/31/24 (1 year 1 week)

PSC Mod#2 Amount: no amount added PSC Mod#2 Duration: 01/01/25-03/31/26 (1 year 12 weeks)

PSC Cumulative Amount Proposed: \$372,300 PSC Cumulative Duration Proposed: 5 years 15 weeks

1. Description of Work

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

The San Francisco Department of the Environment (ENV) is a member of Bay Area Regional Energy Network (BayREN). BayREN is a program administrator of California ratepayer funds under the auspices of the California Public Utilities Commission. ENV's role in BayREN is to lead the administration, implementation, and marketing of the BayREN Business energy efficiency rebate program. BayREN Business gives cash rebates to contractors for the installation of energy efficient equipment in the nine counties Bay Area. As the lead, ENV must contract with a measurement and data-analytics company to track the effectiveness of the equipment over 24 months, and then calculate the eligible rebate amounts based on the tracking.

1) Measure energy consumption (in kilowatt-hour of and therms of natural gas) of the PG&E utility-meters for all projects enrolled in the BayREN Business energy efficiency rebate program.

2) Normalize the measurements against exogenous factors such as hourly weather conditions, and other factors approved as prescribed by CalTrack 2.0.

3) Calculate the rebate amounts based on the normalized measurements and notify ENV to issue payments to the project-installation contractors.

4) Provide ENV with energy savings reports.

5) Provide ENV with as-needed advice and support to recruit more participants into the BayREN Business program.

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

This service is necessary because the crux of the BayREN Business is to use actual, quantified reduction in energy usage to calculate the resulting rebated. If this contract is denied, the BayREN Business program will shutdown, leaving hundreds of small-medium businesses without any means to reduce their utility overhead costs.

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.

Only through 42629 - 20/21

D. Will the contract(s) be renewed?

Possibly, based upon funding availability & need.

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

The San Francisco Department of the Environment (ENV) is a member of Bay Area Regional Energy Network (BayREN). BayREN is a program administrator of California ratepayer funds under the auspices of the California

Public Utilities Commission. ENV's role in BayREN is to lead the administration, implementation, and marketing of the BayREN Business energy efficiency rebate program. BayREN Business gives cash rebates to contractors for the installation of energy efficient equipment in the nine counties Bay Area. As the lead, ENV must contract with a measurement and data-analytics company to track the effectiveness of the equipment over 24 months, and then calculate the eligible rebate amounts based on the tracking. 1) Measure energy consumption (in kilowatt-hour of and therms of natural gas) of the PG&E utility-meters for all projects enrolled in the BayREN Business energy efficiency rebate program. 2) Normalize the measurements against exogenous factors such as hourly weather conditions, and other factors approved as prescribed by CalTrack 2.0. 3) Calculate the rebate amounts based on the normalized measurements and notify ENV to issue payments to the project-installation contractors. 4) Provide ENV with energy savings reports. 5) Provide ENV with as-needed advice and support to recruit more participants into the BayREN Business program.

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 vendor has proprietary rights to the software used for the service.

B. Reason for the request for modification:

Extension on time of service deliverables.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Computer programming skills; expertise in providing utility-grade measurement verification services (+/-2%); expertise in integrating utility (PG&E) data into a software platform; experience with PG&E's third-party security review process; expertise in developing an electronic ledger to calculate eligible rebate amounts against measured, normalized utility data, expertise in normalizing exogenous effects into measure utility data, and knowledge on state-regulator's rules on energy efficiency programs.

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.

Proprietary. Civil service classes are not applicable because this work cannot be performed by any of the classes.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No, the nature of the work is proprietary.

6. Additional Information

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

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.
The training familiarizes the user with accessing the proprietary software, the graphics interface, and its functionalities such as report generation, filtering energy usage data by time and locations, etc.; 2 hours per staffer; Environmental Assistants and Environmental Specialists.

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.

Same contractor as original PSC, time extension

7. **Union Notification:** On 11/08/23, 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: David Kashani Phone: 415-355-3704 Email: david.kashani@sfgov.org

Address: 1455 Market Street, 12th Floor, San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 42629 - 20/21

DHR Analysis/Recommendation:

Commission Approval Required

DHR Approved for 12/18/2023

Receipt of Union Notification(s)

From: dhr-psccordinator@sfgov.org on behalf of david.kashani@sfgov.org
To: [Kashani, David \(ENV\)](mailto:Kashani_David@ENV); [Laxamana, Junko \(DBI\)](mailto:Laxamana_Junko@DBI); sportillo@ifpte21.org; kdavis@ifpte21.org; jharding@ifpte21.org; mweirick@ifpte21.org; agarza@ifpte21.org; ewallace@ifpte21.org; WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; amakayan@ifpte21.org; l21pscreview@ifpte21.org; [DHR-PSCCoordinator, DHR \(HRD\)](mailto:DHR-PSCCoordinator_DHR@HRD)
Subject: Receipt of Modification Request to PSC # 42629 - 20/21 - MODIFICATIONS
Date: Wednesday, November 8, 2023 3:44:52 PM

PSC RECEIPT of Modification notification sent to Unions and DHR

The ENVIRONMENT -- ENV has submitted a modification request for a Personal Services Contract (PSC) for \$0 for services for the period January 1, 2025

–
March 31, 2026. For all Modification requests, there is a 7-Day noticed to the union(s) prior to DHR Review.

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

After logging into the system please select link below:

<http://apps.sfgov.org/dhrdrupal/node/18000>

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 mweirick@ifpte21.org jharding@ifpte21.org
kdavis@ifpte21.org
sportillo@ifpte21.org junko.laxamana@sfgov.org

Additional Attachment(s)

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: ENVIRONMENTDept. Code: ENVType of Request: Initial Modification of an existing PSC (PSC # 42629 - 20/21)Type of Approval: Expedited Regular Annual Continuing (Omit Posting)Type of Service: SoftwareFunding Source: Grant from BayREN (local)PSC Original Approved Amount: \$372,300PSC Original Approved Duration: 12/15/20 - 12/21/23 (3 years 6 days)PSC Mod#1 Amount: no amount addedPSC Mod#1 Duration: 04/01/22-12/31/24 (1 year 1 week)PSC Cumulative Amount Proposed: \$372,300PSC Cumulative Duration Proposed: 4 years 2 weeks**1. Description of Work****A. Scope of Work/Services to be Contracted Out:**

The San Francisco Department of the Environment (ENV) is a member of Bay Area Regional Energy Network (BayREN). BayREN is a program administrator of California ratepayer funds under the auspices of the California Public Utilities Commission. ENV's role in BayREN is to lead the administration, implementation, and marketing of the BayREN Business energy efficiency rebate program. BayREN Business gives cash rebates to contractors for the installation of energy efficient equipment in the nine counties Bay Area. As the lead, ENV must contract with a measurement and data-analytics company to track the effectiveness of the equipment over 24 months, and then calculate the eligible rebate amounts based on the tracking.

- 1) Measure energy consumption (in kilowatt-hour of and therms of natural gas) of the PG&E utility-meters for all projects enrolled in the BayREN Business energy efficiency rebate program.
- 2) Normalize the measurements against exogenous factors such as hourly weather conditions, and other factors approved as prescribed by CalTrack 2.0.
- 3) Calculate the rebate amounts based on the normalized measurements and notify ENV to issue payments to the project-installation contractors.
- 4) Provide ENV with energy savings reports.
- 5) Provide ENV with as-needed advice and support to recruit more participants into the BayREN Business program.

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

This service is necessary because the crux of the BayREN Business is to use actual, quantified reduction in energy usage to calculate the resulting rebated. If this contract is denied, the BayREN

Business program will shutdown, leaving hundreds of small-medium businesses without any means to reduce their utility overhead costs.

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.
Only through 42629 - 20/21

D. Will the contract(s) be renewed?
Possibly, based upon funding availability & need.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:
The San Francisco Department of the Environment (ENV) is a member of Bay Area Regional Energy Network (BayREN). BayREN is a program administrator of California ratepayer funds under the auspices of the California Public Utilities Commission. ENV's role in BayREN is to lead the administration, implementation, and marketing of the BayREN Business energy efficiency rebate program. BayREN Business gives cash rebates to contractors for the installation of energy efficient equipment in the nine counties Bay Area. As the lead, ENV must contract with a measurement and data-analytics company to track the effectiveness of the equipment over 24 months, and then calculate the eligible rebate amounts based on the tracking. 1) Measure energy consumption (in kilowatt-hour of and therms of natural gas) of the PG&E utility-meters for all projects enrolled in the BayREN Business energy efficiency rebate program. 2) Normalize the measurements against exogenous factors such as hourly weather conditions, and other factors approved as prescribed by CalTrack 2.0. 3) Calculate the rebate amounts based on the normalized measurements and notify ENV to issue payments to the project-installation contractors. 4) Provide ENV with energy savings reports. 5) Provide ENV with as-needed advice and support to recruit more participants into the BayREN Business program.

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 vendor has proprietary rights to the software used for the service.

B. Reason for the request for modification:

Extension on time of service deliverables.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Computer programming skills; expertise in providing utility-grade measurement verification services (+/-2%); expertise in integrating utility (PG&E) data into a software platform; experience with PG&E's third-party security review process; expertise in developing an electronic ledger to calculate eligible rebate amounts against measured, normalized utility data, expertise in normalizing exogenous effects into measure utility data, and knowledge on state-regulator's rules on energy efficiency programs.

- 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.
Proprietary. Civil service classes are not applicable because this work cannot be performed by any of the classes.
- B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No, the nature of the work is proprietary.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
The training familiarizes the user with accessing the proprietary software, the graphics interface, and its functionalities such as report generation, filtering energy usage data by time and locations, etc.; 2 hours per staffer; Environmental Assistants and Environmental Specialists.
- 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.
Same contractor as original PSC, time extension

7. **Union Notification:** On 02/18/22, 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: David Kashani Phone: 415-355-3704 Email: david.kashani@sfgov.org

Address: 1455 Market Street, 12th Floor, San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 42629 - 20/21

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 02/28/2022

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: ENVIRONMENT -- ENV

Dept. Code: ENV

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

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

Type of Service: Software

Funding Source: Grant from BayREN (local)

PSC Amount: \$372,300

PSC Est. Start Date: 12/15/2020

PSC Est. End Date 12/21/2023

1. Description of Work

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

The San Francisco Department of the Environment (ENV) is a member of Bay Area Regional Energy Network (BayREN). BayREN is a program administrator of California ratepayer funds under the auspices of the California Public Utilities Commission. ENV's role in BayREN is to lead the administration, implementation, and marketing of the BayREN Business energy efficiency rebate program. BayREN Business gives cash rebates to contractors for the installation of energy efficient equipment in the nine counties Bay Area. As the lead, ENV must contract with a measurement and data-analytics company to track the effectiveness of the equipment over 24 months, and then calculate the eligible rebate amounts based on the tracking.

1) Measure energy consumption (in kilowatt-hour of and therms of natural gas) of the PG&E utility-meters for all projects enrolled in the BayREN Business energy efficiency rebate program.

2) Normalize the measurements against exogenous factors such as hourly weather conditions, and other factors approved as prescribed by CalTrack 2.0.

3) Calculate the rebate amounts based on the normalized measurements and notify ENV to issue payments to the project-installation contractors.

4) Provide ENV with energy savings reports.

5) Provide ENV with as-needed advice and support to recruit more participants into the BayREN Business program.

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

This service is necessary because the crux of the BayREN Business is to use actual, quantified reduction in energy usage to calculate the resulting rebated. If this contract is denied, the BayREN Business program will shutdown, leaving hundreds of small-medium businesses without any means to reduce their utility overhead costs.

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

This service has not been provided in the past. The BayREN Business program is the first energy efficiency program in the US to use metered results to calculate rebate for the small-medium business sector.

D. Will the contract(s) be renewed?

Possibly, based upon funding availability & need.

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

The San Francisco Department of the Environment (ENV) is a member of Bay Area Regional Energy Network (BayREN). BayREN is a program administrator of California ratepayer funds under the auspices of the California Public Utilities Commission. ENV's role in BayREN is to lead the administration, implementation, and marketing of the BayREN Business energy efficiency rebate program. BayREN Business gives cash rebates to contractors for the installation of energy efficient equipment in the nine counties Bay Area. As the lead, ENV must contract with a measurement and data-analytics company to track the effectiveness of the equipment over 24 months, and then calculate the eligible rebate amounts based on the tracking. 1) Measure energy consumption (in kilowatt-hour of and therms of natural gas) of the PG&E utility-meters for all projects enrolled in the BayREN Business energy efficiency rebate program. 2) Normalize the measurements against exogenous factors such as hourly weather conditions, and other factors approved as prescribed by CalTrack 2.0. 3) Calculate the rebate amounts based on the normalized measurements and notify ENV to issue payments to the project-installation contractors. 4) Provide ENV with energy savings reports. 5) Provide ENV with as-needed advice and support to recruit more participants into the BayREN Business program.

2. Reason(s) for the Request

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

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

B. Explain the qualifying circumstances:

The vendor has proprietary rights to the software used for the service.

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Computer programming skills; expertise in providing utility-grade measurement verification services (+/-2%); expertise in integrating utility (PG&E) data into a software platform; experience with PG&E's third-party security review process; expertise in developing an electronic ledger to calculate eligible rebate amounts against measured, normalized utility data, expertise in normalizing exogenous effects into measure utility data, and knowledge on state-regulator's rules on energy efficiency programs.

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?

None, vendor has proprietary rights. Civil service classes are not authorized to issue an O.E.M (original equipment manufacturer)Certificate of Calibration. Any work performed by them would void warranty on the machines since technicians certified by the O.E.M. maintains the warranty

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

A. Explain why civil service classes are not applicable.

Proprietary. Civil service classes are not applicable because this work cannot be performed by any of the classes.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, the nature of the work is proprietary.

6. Additional Information

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
Yes. The training familiarizes the user with accessing the proprietary software, the graphics interface, and its functionalities such as report generation, filtering energy usage data by time and locations, etc.; 2 hours per staffer; Environmental Assistants and Environmental Specialists.
- C. Are there legal mandates requiring the use of contractual services?
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
No.

7. Union Notification: On 11/09/2020, 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: David Kashani Phone: 415-355-3704 Email: david.kashani@sfgov.org

Address: 1455 Market Street, 12th Floor San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 42629 - 20/21

DHR Analysis/Recommendation:

action date: 01/04/2021

Commission Approval Required

Approved by Civil Service Commission

01/04/2021 DHR Approved for 01/04/2021